

Drink Tap Water Cart

A. North East Water ABN 97 364 605 415 (the “Owner”) is the owner of the Water Cart which incorporates a mobile trailer and stainless steel water tank (the “Cart”) designed to provide an emergency drinking water supply to customers (the “Use”).

B. The organiser of the event (the “Organiser”) has asked the Owner and the Owner has agreed to make the Cart available for the Use at the agreed site (the “Venue”) on the basis that water from a North East Water Moneca Water Station or filling point (the “Water Source”) will be used to fill Cart.

C. The Parties have agreed on the following terms and conditions covering the Use of the Cart under these Terms of Use.

And the Organiser acknowledges and agrees to the following:

1. It is the Organiser’s responsibility to arrange for any approvals, permits, licences permission, access or any other arrangement required to bring the Cart onto and allow the Cart to remain at the Venue for the Use.
2. The Organiser must ensure that the Owner has convenient access and all necessary permission to deliver the Cart to the Venue and remove the Cart from the Venue at the conclusion of the Event.
3. (a) The Owner shall not charge the Organiser for water supplied to the Cart from any asset of the Owner.
(b) The Organiser is responsible for all fees and charges incurred with respect to any approvals, licences or permits and with respect to any drainage of water supplied from the Water Source
4. The Owner or its Contractor shall meet the standards for water quality contained in the North East Water Customer Charter but does not guarantee continuity of supply or flow rate.
5. The Owner or its Contractor must be allowed access to the Cart during the Use for quality control testing.
6. The Organiser must not fill the Cart from any water source without the express permission of the Owner.
7. The Organiser must only use the Cart for the Use and must not move the Cart without the express permission of the Owner.
8. The Organiser will make the Cart available to the Owner during the period of use if the Owner requires the Cart for any operational matter.
9. The Organiser is wholly responsible for the safety and security of the Cart while at the Venue, or while it is in the care, custody or control of the Organiser, and must ensure that the Cart is not contaminated, defaced, damaged or destroyed in any way.
10. The Organiser is responsible for all loss and damage to (including contamination of), the Cart (fair wear and tear excepted), which occurs during the time the Cart is situated at the Venue, or while it is in the care, custody or control of the Organiser, including partial or total loss occasioned through theft, fire, vandalism, wilful damage or negligent use of any kind, or resulting from any negligent act or omission. This clause survives expiry or termination of these Terms of Use.
11. The Organiser is responsible for all liability, claims, proceedings, loss, damage, charges, expenses and costs which arise from the breach of these Terms of Use by the Organiser or its employees, agents, contractors or sub-contractors. This clause survives expiry or termination of these Terms of Use.

12. The Organiser shall maintain for the period of use, a public liability insurance policy, with a limit of not less than (\$10,000,000) for any one occurrence and a deductible of no more than (\$5,000) for any one occurrence. The insurance policy shall cover loss, damage and destruction to any property and personal injury to and death and illness of any person, howsoever caused. The insurance policy shall also note these Terms of Use on the policy. The insurance policy shall be with an insurer and in terms approved by the Owner, which consent shall not be unreasonably withheld. The Organiser shall provide proof of the insurance policy to the Owner on request.

Name of Insurer:

Policy Number:

Name of Organiser's authorised representative:

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Signature of Organiser's authorised representative:

..... Date

in the presence of (Name of witness):

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Signature of witness:

..... Date

**Please complete and return this form to communications@newater.com.au or
PO Box 863, Wodonga VIC 3690.**