

Drink Tap Water Station

- A. North East Water ABN 97 364 605 415 (the “Owner”) is the owner of the Water Station which incorporates a mobile trailer and billboard, water troughs, taps and fountains (the “Station”) designed to provide drinking water for use by the public at events attended by the public (the “Use”).
- B. The organiser of the event (the “Organiser”) has asked the Owner and the Owner has agreed to make the Station available for the Use at the agreed site (the “Venue”) on the basis that water will be supplied by a water main (the “Water Source”) operated by North East Water.
- C. The Parties have agreed on the following terms and conditions covering the Use of the Station 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:
 - (a) bring the Station onto and allow the Station to remain at the Venue for the Use, and
 - (b) connect the Station to the Water Source.
2. Without limiting clause 1, where the Station is to be connected to a water main or other asset of the Owner, the Organiser shall seek approval for that connection.
3. The Organiser must ensure that the Owner has convenient access and all necessary permission to deliver the Station to the Venue, connect the Station to the Water Source, disconnect the Station from the Water Source at the conclusion of the Event and remove the Station from the Venue at the conclusion of the Event.
4. (a) The Owner shall not charge the Organiser for water supplied to the Station from a water main or other 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 the supply, use and any drainage of water supplied from the Water Source.
5. Subject to this clause, where water is supplied from a water main or other asset of the Owner, the Owner 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. Where the Station is connected directly into a water main or other asset of the Owner, the standard for water quality is guaranteed to the outlet of the taps and fountains of the Station.
6. The Owner does not allow any asset of any other person to connect the Station to the water main as any such asset cannot guarantee the quality of the water supplied to the Station.
7. The Organiser must only use the Station for the Use and must not connect, disconnect or move the Station without the express permission of the Owner.
8. The Organiser is wholly responsible for the safety and security of the Station while at the Venue, or while it is in the care, custody or control of the Organiser, and must ensure that the Station is not contaminated, defaced, damaged or destroyed in any way.
9. The Organiser is responsible for all loss and damage to (including contamination of), the Station (fair wear and tear excepted), which occurs during the time the Station 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.

- 10. 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.
- 11. 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:

.....

Signature of Organiser's authorised representative:

..... Date

in the presence of (Name of witness):

.....

Signature of witness:

..... Date

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