

Terms and Conditions of Use Fixed and Mobile Standpipes

1. Operation of Fixed and Mobile Standpipes

- A. Gladstone Regional Council ("Council") operates fixed and mobile standpipe infrastructure within the Gladstone, Calliope and Mount Larcom water supply areas and mobile standpipes in the Boyne Island / Tannum Sands, Agnes Water / Seventeen Seventy, Miriam Vale and Bororen Water Supply areas for the supply of water from the Council water supply ("Water").
- B. Pursuant to sections 191 and 195 of the *Water Supply (Safety & Reliability) Act 2008* (Qld), a person must not, without the written approval or consent of Council:
 - a. Connect to, or disconnect from, Council's fixed and mobile standpipe infrastructure;
 - b. Interfere with access to Council's fixed and mobile standpipe infrastructure; or
 - c. Take water from Council's fixed and mobile standpipe infrastructure.
- C. Water can only be extracted from Council's fixed and mobile standpipes by lodging an application, and with the subsequent approval issued by Council ("the Approval"), except in circumstances where:
 - a. The water is being extracted for firefighting purposes by authorised firefighting personnel or their agents; or
 - b. Council has otherwise provided written consent.
- D. Water is accessed from fixed and mobile standpipes:
 - a. In the case of Fixed standpipes: through use of a Council issued key; and
 - b. In the case of Mobile standpipes: through use of Council issued equipment.

2. Acceptance of these Terms and Conditions of Use

- 2.1. In accessing water from any fixed or mobile standpipe under an Approval, you ("the Hirer"):
 - 2.1.1. Understand and agree to be bound by these Terms and Conditions of Use;
 - 2.1.2. Agree to pay the relevant fees, charges and bonds as set by Council in its schedule of Fees and Charges; and
 - 2.1.3. Agree to follow any additional directions issued by Council, from time to time, for fixed and mobile standpipe access and use.

3. Term

- 3.1. The term commences on the date of approval and expires upon the earlier of:
 - 3.1.1. For Fixed standpipes: Payment of the final tax invoice;
 - 3.1.2. For Mobile standpipes: Payment of the final tax invoice and return of the hired Mobile standpipe/equipment; or
 - 3.1.3. Council's termination of the Approval.

4. Varying these Terms and Conditions

- 4.1. Council may, in its sole discretion, amend these Terms and Conditions of Use by written notice to the Hirer.
- 4.2. The Hirer is deemed to have accepted and agreed to the amended Terms and Conditions of this Approval if the Hirer takes or otherwise accesses Water from a Fixed or Mobile standpipe after written notice of the amendment is given to the Hirer.

5. General Conditions for Fixed and Mobile Standpipes

5.1. No warranty regarding Water

- 5.1.1. To the maximum extent permitted by law, Council makes no warranty that the Water will be sufficient or suitable for any purpose or for the Hirer's use.
- 5.1.2. Council takes no responsibility for the quality of water after it has left the standpipe. The Hirer agrees that responsibility for the Water passes to the Hirer after it has left the standpipe.
- 5.1.3. Hirers using or supplying clients with Water for drinking purposes must have a current registration as required under the *Food Act 2006* (Qld).

5.2. Acknowledgement regarding possible interruption of Water supply

The Hirer acknowledges that:

- 5.2.1. Water available to the Hirer at a hydrant fill point or Fixed Standpipe may be affected by, and may at times be interrupted by, variable factors including (but not limited to):
 - a. fluctuations in the number of Hirers drawing Water from the water supply;
 - b. changes in Law;
 - c. the occurrence of any accident, strike, civil commotion, natural disaster, pandemic or other such incident beyond the control of Council;
 - d. the capacity of the Water reticulation systems;
 - e. the failure of any plant or equipment;
 - f. the locations or any interference with a property;
 - g. any safety hazard concerns;
 - h. water restrictions; and
 - i. maintenance or repairs to the water supply and associated infrastructure.

5.3. No rights to take water from non-Council infrastructure

- 5.3.1. Nothing in these Terms and Conditions of Use gives the Hirer any right to take water from non-Council infrastructure. It is the Hirer's sole responsibility to ensure that Water is taken from approved Council infrastructure.

5.4. General obligations of the Hirer

Without limiting any other obligations within these Terms and Conditions of Use, the Hirer must:

- 5.4.1. Comply with all laws, including legislation and subordinate regulation in exercising their rights under the Approval, including:
 - a. The *Water Supply (Safety & Reliability) Act 2008* (Qld);
 - b. The *Work Health & Safety Act 2011* (Qld);
 - c. The *Food Act 2006* (Qld); and
 - d. The *Environmental Protection Act 1994* (Qld).
- 5.4.2. Comply with any requirements or directions of Council.
- 5.4.3. Complete all inductions required by Council and adhere to the procedures and instructions for the operation of Fixed and Mobile standpipes;

- 5.4.4. Report any meter failures or suspected failures, leaking, faulty or damaged standpipes to Council within 24 hours;
- 5.4.5. Report any lost or stolen keys or standpipes to Council within 24 hours;
- 5.4.6. Ensure that the operation of a standpipe does not cause a nuisance to residents or the general public whilst taking water from the water supply;
- 5.4.7. Not do anything that is likely to pollute or contaminate the water supply;
- 5.4.8. When filling a receiving container (ie. tank / vessel), maintain an air gap at least twice the internal diameter of the delivery pipe between the end of the delivery pipe and the top of the receiving container. Where an air gap is not maintained, appropriate backflow prevent must be provided in accordance with the Australian Standard (AS 2845.2); and
- 5.4.9. Comply with any specific conditions relevant to Fixed and/or Mobile standpipes pursuant to clauses 6 and 7.

5.5. Damage to Council infrastructure

- 5.5.1. The Hirer is solely responsible for the cost of repairing or replacing any damage they cause to Fixed or Mobile standpipes, or associated infrastructure, during the hire or access period.
- 5.5.2. The Hirer must repair any damage to the Fixed or Mobile standpipes within seven (7) days of the issue of a Council Direction, to Council's satisfaction.
- 5.5.3. If the Hirer fails to repair any damage to the Fixed or Mobile standpipes in accordance with clause 5.5.2, then Council can rectify the damage and recover the costs of rectifying the damage as a debt due and owing by the Hirer.

5.6. Directions

- 5.6.1. Council may, in its absolute discretion, issue directions to Hirers:
 - a. Requiring Hirers to cease taking water from any source where Council is at risk of exceeding its allocations or where the bulk supplier places Council on a restriction;
 - b. Setting time limits on when standpipes can be accessed or used to preserve the residential amenity of an area and prevent nuisance;
 - c. Restricting or controlling water usage at any location where Council identifies any adverse effects to other customers, including but not limited to adverse effects on water pressure, flow or quality; and/or
 - d. Where Council has identified any safety, quality, reliability or functionality risk.
- 5.6.2. Directions will be issued to the email address nominated by the Hirer in the Application.

5.7. Termination and variation of Approvals

- 5.7.1. Without limiting any of Council's other rights, Council may, by written notice, terminate or vary an Approval, at Council's sole discretion, in circumstances where:
 - a. the safety and reliability of a water supply is at risk (for example: the water supply is on restriction and must be preserved); and/or
 - b. the Hirer has:
 - i. breached these Terms and Conditions; or
 - ii. failed or refused to comply with any requirement under the *Water Supply (Safety and Reliability) Act 2008* (Qld) or the *Food Act 2006* (Qld) or any reasonable direction of Council; or
 - iii. failed to make payment of any fees or invoices; or
 - iv. damaged or interfered with a Fixed or Mobile standpipe, or associated water infrastructure; or

- v. compromised the safety, quality or reliability of a water supply; or
- vi. compromised public safety through actions in accessing or using water supply standpipes; or
- vii. allowed excessive quantities of water being extracted from a water supply via a standpipe to run to waste or overflow, without a reasonable excuse.

5.8. Fees & Charges

5.8.1. Hirers must ensure that Credit applications are renewed whenever the Applicant's credit or contact details change, or at the request of Council.

5.8.2. In order to access the Water, the Hirer must pay:

- a. A water consumption charge: A fee per kilolitre for Water taken by the Hirer in accordance with the Fees and Charges published on Council's website;
- b. For Fixed standpipes:
 - i. *A non-refundable key charge*: A fee for the initial issue of the key
- c. For Mobile standpipes:
 - i. *A Mobile standpipe hire bond*: pursuant to clause 7.3 below
 - ii. (If applicable) *Late fees for late submission of reading photographs*: pursuant to clause 7.2.

5.8.3. All Water extracted from a Council Mobile or Fixed standpipe will be invoiced as least monthly or as otherwise determined for short term hires.

5.8.4. Invoices must be paid in accordance with Council's payment terms, outlined on the Invoice.

5.9. Indemnity and Release

5.9.1. The Hirer releases Council from and indemnifies Council against all claims, loss, damages, cost or expense arising from or in connection with this Approval, including with respect to:

- a. death or personal injury;
- b. property damage;
- c. consequential loss;
- d. damage or liability;
- e. financial or other loss;
- f. the quality of Water; and
- g. failure or interruption of the Water supply.

5.9.2. The release and indemnity in clause 5.9.1 survives the expiry or termination of the Approval.

5.10. Insurance

Hirers who are companies and businesses must:

5.10.1. Maintain at all times during the Term public liability insurance for at least \$10,000,000 per claim. The insurance must be acceptable to Council and in the name of the Applicant.

5.10.2. The Applicant must provide Council with a copy of the Certificate of Currency for the insurance prior to accessing Water from standpipes and must provide Council with an updated copy of the Certificate of Currency each year.

5.11. No Assignment

5.11.1. The Hirer cannot assign or otherwise transfer the Approval (including any hire equipment - standpipe, key etc) to any other party.

5.12. No derogation of other rights

5.12.1. Nothing in these Terms and Conditions derogates from or otherwise limits Council's rights under any Law, including enforcement under the *Water Supply (Safety & Reliability) Act 2008* (Qld).

6. Conditions specific to Fixed Standpipes

This Clause 6 forms part of the Terms and Conditions of Use where the Application is for Fixed standpipes.

6.1. Authorised Fixed Standpipes

Hirers must only access water from the following authorised Fixed Standpipes, unless otherwise approved by Council:

- 6.1.1. Calliope Fixed Standpipe on the corner of Archay and Taragoola Roads;
- 6.1.2. Glenlyon Road Fixed Standpipe near Gladstone Tondoon Botanic Gardens Gladstone;
- 6.1.3. Red Rover Road Fixed Standpipe across from Jeff Ringland Drive Gladstone; and
- 6.1.4. Mount Larcom Fixed Standpipe on the corner of Balfour and Salisbury Streets.

6.2. Fixed Standpipe Keys

- 6.2.1. The Hirer must pay a non-refundable Key Charge to obtain a key to access Fixed standpipes.
- 6.2.2. With the exception of emergency situations where it is not possible to provide notice, Council may deactivate keys at Council's sole discretion with 14 days notice to the Hirer. The Hirer may request the re-activation of a key by contacting Council and providing the key details, together with the Hirer's contact details and a new Credit Application, if required. For clarity, Hirers are not required to return keys.
- 6.2.3. Council's fixed standpipe access keys are not to be duplicated or given to any other party unless authorised by Council.
- 6.2.4. The Hirer must report lost or stolen Fixed standpipe access keys to Council within 24 hours. Hirers will be charged the non-refundable Key Charge to obtain a replacement key, if required
- 6.2.5. The Hirer acknowledges that Council may have CCTV cameras installed at its Fixed standpipe facilities. CCTV footage is recorded and managed in accordance with [Council's Privacy Policy](#) and other legislative obligations.

7. Conditions specific to Mobile Standpipes

This Clause forms part of the Terms and Conditions of Use where the Application is for Mobile standpipes.

7.1. Restrictions on the use of Mobile Standpipes

Mobile standpipes must not be used in the following areas:

- 7.1.1. Beecher/Burua Constant Flow Water Supply [Defined Water Service Area](#);
- 7.1.2. Outside of their area of issue as stated within the Application –

Mobile standpipes issued for use in the Gladstone, Boyne Island / Tannum Sands, Mount Larcom and Calliope Water Supply Schemes must not be used in either

- a. the Agnes Water / Seventeen Seventy Water Supply Scheme due to the water price difference.
- b. the Bororen and Miriam Vale Water Supply Schemes due to the water price difference.
- c. A separate mobile metered standpipe must be hired for use in each of the Agnes Water / Seventeen Seventy Water Supply Scheme and/or the Bororen and Miriam Vale Water Supply Schemes.

Mobile standpipes issued for use in the Agnes Water/ Seventeen Seventy Water Supply Scheme must not be used in either:

- a. the Gladstone, Boyne Island / Tannum Sands, Mount Larcom and Calliope Water Supply Schemes; and
- b. the Bororen and Miriam Vale Water Supply Schemes due to the water price difference.

Mobile standpipes issued for use in the Bororen and Miriam Vale Water Supply Schemes must not be used in either:

- a. the Gladstone, Boyne Island /Tannum Sands, Mount Larcom and Calliope Water Supply Schemes; and
- b. the Agnes Water/1770 Water Supply Scheme due to the water price difference.

7.1.3. On roads, unless all relevant approvals, including road closures, have been obtained prior to use.

7.2. Submission of reading photographs

7.2.1. Where Mobile standpipes are hired for longer than one month, within five (5) calendar days of the reminder email from Council ("the due date"), the Hirer must provide a date-stamped photograph showing the water standpipe serial number and the water consumption reading ("reading photograph").

7.2.2. The reading photograph must be provided regardless of whether the standpipe has been used during the prior month.

7.2.3. If the Hirer does not provide the reading photograph by the due date, Council will charge a late submission fee.

7.2.4. If the Hirer does not provide the monthly reading photographs for three consecutive months, Council may terminate the approval and recover its property in accordance with Section 7.5.6.

7.3. Mobile standpipe hire bond

7.3.1. The Hirer must pay a Mobile standpipe hire security bond ("security bond") prior to the issue of a Mobile standpipe by Council. The security bond will be refunded upon:

- d. all outstanding fees are fully paid; and
- e. the undamaged Mobile standpipe is returned.

7.4. Lost or stolen standpipes

7.4.1. Lost or stolen standpipes must be reported to Gladstone Regional Council within 24 hours. The Hirer is responsible for the replacement cost and any water usage incurred. The Hirer will forfeit the Standpipe hire bond for any lost or stolen standpipe. Hirer's will be charged a new security bond to obtain a replacement Mobile standpipe, if required.

7.5. Other Mobile standpipe obligations

The Hirer must:

7.5.1. Provide the standpipe outlet fitting and hose required to fill a tank for transport or to otherwise use the water from the standpipe. Council is under no obligation to provide this fitting or hose to hirers.

7.5.2. Ensure that hydrant lids are replaced after each fill.

7.5.3. On the last date of hire, as set out in the Hirer's Application, return the Mobile standpipe to the Council Depot that the standpipe was collected from unless otherwise directed by Council. Failure to return the mobile standpipe for 3-day and 7-day hire arrangements will incur the Mobile Standpipe Late Return of 3-day and 7-day Hire Penalty Charge as set out in Council's Fees and Charges.

7.5.4. Submit the Mobile standpipe to the Council depot from which the standpipe was collected at least annually for maintenance and calibration by Council.

7.5.5. Record all Water used in accordance with clause 7.2.

7.5.6. In the event that the Hirer fails to pay water usage fees and / or charges within Council's payment terms or has failed to provide monthly reading photographs as outlined in Section 7.2.4, consents to Council to recover the Mobile standpipe.