

**CUSTOMER DETAILS**

 Business name 

 ABN 

 Registered address 



 Contact name 

 Contact number  After hours Number 
**TANKER DETAILS**

 Number of tankers 

Vehicle registration	Tanker capacity	Usual filling point
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

 Purpose for taking water 

I, \_\_\_\_\_ acknowledge I have read and understand the terms and conditions on the following page and agree to operate at all times in accordance with them.

 Signature 

 Date 

 Print full name 
**Mail to:** Southern Water  
PO Box 1060  
Hobart TAS 7010

**Email:** [info@southernwatertas.com.au](mailto:info@southernwatertas.com.au)  
**Fax:** 03 6224 3790

**OFFICE USE ONLY**

 Date processed: 

 By: 

For more information please contact our customer service team on 13MYWATER (13 6992)

**1. IT IS AGREED BETWEEN THE PARTIES:**

Southern Water agrees to permit the Customer to access water from its water supply infrastructure provided that the following terms and conditions are complied with at all times.

**2. TERM**

The term of this Agreement shall be one (1) year from the date hereof. After the expiry of the term this Agreement shall continue to subsist on a monthly basis until either party gives notice of its termination in writing to the other party or a new agreement to replace this one is signed by both parties.

**3. ACCESS**

Southern Water will identify and make available to the Customer Water Delivery Points from which the customer may access water. No other access points may be used for extraction of water other than as directed by Southern Water. Vehicular access to the water points shall be entirely and at all times at the Customer's own risk.

Nominated water Delivery Points may be altered, regulated, restricted and or use otherwise prevented at Southern Water's absolute discretion. The Customer agrees to comply with any advice of alterations or supply restrictions to any site as may be advised from time to time by Southern water.

**4. RECORDING OF QUANTITY OF WATER**

4.1 Southern Water shall provide the Customer with a Log Sheet template suitable for recording the details of water taken from Southern Water's Infrastructure.

4.2 The customer shall carry copies of the recording form with them at all times while withdrawing water from Southern Water's Infrastructure, and promptly document the details of each and every occasion that water is removed.

4.3 The customer agrees to return each completed Log sheet to Southern Water within seven (7) days of it being finalised, and in any case all fully or partially completed forms within four (4) days of the end of each month for which they relate.

4.4 Notwithstanding the above, the customer shall also produce and permit Southern Water staff to review log sheets at any time whilst filling from Southern Water Infrastructure in progress.

**5. PAYMENTS**

5.1 Payment shall be made at a rate per volume of water determined by Southern Water from time to time and advertised in "The Mercury" for each respective financial year.

5.2 Southern water will issue a monthly tax invoice to the Customer for payment for water taken during the preceding month. Invoice charges will be based upon submitted Log Sheets. Southern Water reserves the right at all times to issue tax invoices on a more frequent basis if the amount debited against the Customer's account exceeds \$2,000.00 at any particular time.

5.3 The Customer shall pay all tax invoices received pursuant to this Agreement within fourteen (14) days. If payment is not made within fourteen (14) days from the date of issue of that invoice Southern Water may withhold and/or restrict further supply of water to the Customer until that amount is paid.

**6. INTEREST ON OVERDUE ACCOUNTS**

Overdue accounts shall accrue interest at Southern water's annual penalty rate for outstanding rates and charges as determined in Southern Water's operating budget for each respective financial year.

**7. COSTS**

The Customer will be responsible for all Southern water's costs (legal and otherwise, including on a solicitor/client basis) incurred in the collection and recovery of any unpaid amounts owing for water supplied pursuant to this Agreement.

**8. PUBLIC LIABILITY INSURANCE**

At all times during the term of this Agreement and any extension and renewal thereof the Customer shall maintain a current public liability insurance policy which cover extends to the supply of water, taking of water and all other activities contemplated by this Agreement which policy shall be for an amount of not less than Five million Dollars (\$5,000,000.00) for any single event, or series of claims arising from a single event. The Customer shall evidence the currency of the said insurance policy whenever Southern Water demands so.

**9. NO GUARANTEE OF SUPPLY**

Southern Water does not guarantee that there shall be a supply of water available to the Customer and does not guarantee any quantity of supply. Southern Water shall not be liable for any interruption to the supply of water to the Water Delivery Point incurred for any reason whatsoever including but not limited to interruptions occasioned by essential maintenance and modifications to the water supply system. Except in cases of emergency, Southern Water shall give the Customer reasonable notice of any such interruption to water supply. No compensation shall be payable by Southern Water for such an interruption to supply.

**10. NO PUMPING OF WATER**

The Customer shall not pump water from Southern Waters Mains. Any and all water taken by the Customer must be taken by means of gravitational feeding from Southern water's water supply system.

**11. POTABLE WATER**

Subject to clause 9 of this Agreement, Southern Water undertakes that any water supplied at the Water Delivery Point shall be of a potable water standard, unless the customer is notified otherwise. Notwithstanding the provisions of this clause, the Customer acknowledges that chlorine present in the treated water may react with common rainwater tank contaminants to cause unusual tastes and/or odour to be present in the water and the Customer shall advise its customer of this possibility.

**12. CUSTOMER TO MAINTAIN POTABLE WATER STANDARDS**

The Customer shall be responsible for maintaining the potable water standard for any water sold by the Customer as potable water. The water carrier shall possess a letter of approval issued by Council EHO pursuant to the Public Health Act Water Quality Guideline for each vehicle so used

**13. TERMINATION OF AGREEMENT BY SOUTHERN WATER**

13.1 Southern water has the right to terminate this Agreement in the event of any of the following events:

- (a) If payment of the amount invoiced to the Customer is not made within fourteen (14) days from the date of issue of that invoice.
- (b) If the Customer or an employee, agent or sub-contractor or any person claiming to be authorised by the customer damages Southern Water's water supply facilities at the Water Delivery Point or pumps water from the Water Delivery Point.
- (c) If the Customer attempts to gain access to water without maintaining proper log sheets and records of usage
- (d) If the Customer does not maintain a Certificate of Health and all other licences and permits required at law for the vehicles being used to sell potable water to third parties.
- (e) If the Customer has failed to maintain hygienic conditions for the transport of potable water purchased from the Southern Water for supply as potable water to third parties, as may be advised to Southern Water by respective local Council.
- (f) If the Customer becomes insolvent or Southern Water has reasonable cause to believe that the Customer will default on payment of amounts currently owing.
- (g) If Southern Water otherwise determines to cease the availability or otherwise alter the supply of water by these means.
- (h) In the event of termination of this Agreement Southern Water shall not be liable for any loss suffered by the Customer or any third party.

13.2 Notice of termination of the Agreement by Southern Water shall be deemed to be served when written notice of Southern Water intention to terminate this Agreement is either handed to the Customer in person or two (2) days after posting with Australia Post to the address of the Customer as stipulated above, whichever occurs first.

**14. TERMINATION OF AGREEMENT BY CUSTOMER**

The Customer may give notice of intention to terminate this Agreement at any time. The termination shall not be effective until:

- a. all moneys owing to Southern Water have been paid; and
- b. all damages payable by the Customer under this Agreement have been paid.