



Terms and Conditions

PART 1 - PORTABLE METERED STANDPIPE

A Use and Repair

1. Whilst ownership of the metered standpipe remains with Hunter Water, all risk will pass to the Hirer upon taking possession.
2. The Hirer will pay the current approved fee as security to Hunter Water. The security may be used by Hunter Water towards the repair/loss of the standpipe or applied against outstanding charges. In the event that the cost of repair is greater than the security the Hirer will pay Hunter Water the additional money on demand.
3. The Hirer is to ensure the safekeeping of the standpipe during the hire period.
4. Hunter Water or their agents may enter upon the Hirer's property from time to time to read, inspect, repair, remove, retrieve or confiscate the standpipe.
5. The metered standpipe will be maintained by Hunter Water at its cost for normal wear and tear but not for other damage.
6. The Hirer is responsible for any wilful or incidental damage, other than wear and tear, to the standpipe(s), whether the damage has occurred with or without the Hirer's knowledge. The Hirer will notify Hunter Water within 24 hours of any damage and return the damaged standpipe to Hunter Water or their agent for repair or replacement.
7. Damaged standpipes must not be used.
8. The Hirer must advise Hunter Water immediately it is known that a standpipe has been lost or stolen.
9. The Hirer is responsible to compensate Hunter Water for the cost of replacing the standpipe in the event that it is lost or stolen.
10. The Hirer will not be issued with a replacement standpipe unless and until all outstanding monies have been paid.
11. The Hirer will be required to pay a further security bond prior to the issue of a replacement standpipe.
12. Hunter Water at its absolute discretion and after notice in writing may take possession of the standpipe the subject of this licence and issue a replacement standpipe of the same or another size.
13. If Hunter Water finds it necessary to recover the standpipe for any reason the Hirer will be liable for all associated recovery costs.
14. The Hirer will present the standpipe to a place specified from time to time when the standpipe sticker requires replacement due to damage or general wear and tear.

B Standpipe Meter Testing

1. The Hirer must present the standpipe to a place specified from time to time for testing when a meter appears faulty or is not accurately recording water passing through it.
2. If the test shows that the standpipe meter is over recording, by more than three per cent of the actual quantity of water passing through it, Hunter Water will:
 - Replace or repair the standpipe.
 - Adjust your last account by calculating the measurement error on a basis which is representative of your consumption pattern.
3. If the test shows that the standpipe is under recording, by more than five per cent of the actual quantity of water passing through it, Hunter Water will replace or repair the standpipe and may adjust your last account to allow for the error.
4. Hunter Water reserves the right to average or deem water consumption where the standpipe is allegedly lost, stolen, damaged or defective, or the metered standpipe fails for any other reason to register a correct reading.

PART 2 – LICENCE TO EXTRACT WATER FROM A WATERMAIN

A Supply

1. Hunter Water will supply water to the Hirer in accordance with these Terms and Conditions and the Terms and Conditions in

the Operating Licence and the Hunter Water Act 1991. Hunter Water may interrupt the supply of water in certain conditions such as drought, planned or unplanned maintenance as set out in the Customer Contract.

2. Hunter Water will only supply water from approved locations designated by Hunter Water from time to time and Hunter Water reserves the right to change the approved location in its absolute discretion. Hunter Water will provide the Hirer with a list of the approved locations and will advise the Hirer of changes to those approved locations.
3. The Hirer must not use any location, which is not approved for use by Hunter Water or connect the standpipe to water mains that are not the property of Hunter Water.
4. The Hirer is to use the hydrant for immediate fill requirements only. The standpipe must be attended at all time will in use.
5. The standpipe must be read every month on the date nominated in the approval letter.
6. The Hirer will present a standpipe reading by telephoning Hunter Water Corporation on 1300 657 657 or by sending an email to the following address standpipe.reading@hunterwater.com.au
7. The Hirer is encouraged to provide digital photographs every four months (including standpipe number, reading and date). This method will only require one physical inspection annually, at a place specified, on the date nominated in the approval letter.
8. If the alternative method of providing readings is chosen by the Hirer, the Hirer must provide the standpipe for visual inspection and reading every four months, at a place specified, on the date nominated in the approval letter.
9. The Hirer is responsible for payment of all charges to Hunter Water regardless of the end use of the water or arrangements with other parties.
10. Hunter Water is not responsible for the water or its use once it is delivered from the hydrant.
11. The Hirer and all employees and agents will use all care and diligence in the connection and disconnection of the standpipe to the water mains. The Hirer will be liable for any damage caused to the water main or any property from the use, connection or disconnection of the standpipe from the water mains.
12. The Hirer, operator or agent will notify Hunter Water on the 24 hour number 1300 657 000 immediately they become aware of any damage to any water main whether caused by the use or not by the Hirer or its employees or agents.
13. The Hirer must not connect any unauthorised standpipe to Hunter Water's mains.

B Log Book

1. The Hirer will keep a log book of all water drawn. The log book must contain:
 - Standpipe meter number.
 - Standpipe Approval number.
 - The printed name and signature of the person who used the standpipe.
 - Date and time for each load or usage.
 - The location of the hydrant used including the street name and suburb.
 - Monthly meter reading.
2. The log book must be presented each time the standpipe is brought in for an inspection or if an authorised Corporation representative requests to inspect it.
3. The log book must be available for inspection at the site when the standpipe is in use.
4. The Hirer is responsible for the control of the log book for standpipe use if used with different vehicles.



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5. In the event the standpipe meter is faulty or incorrectly registering the log book must accompany the standpipe when presented for testing, repair or replacement.

C Service Charges And Water Usage

1. Hunter Water will charge for the availability of water and also for the amount of water used by the Hirer as measured by the meter incorporated into the standpipe. Service charges will be billed every four months and the water usage charges will be billed monthly.
2. The Hirer will monitor the meter and if the usage registered appears to be incorrect the Hirer will immediately notify Hunter Water and arrange to have the standpipe tested for accuracy.

D Water Cartage/Storage Tanks On Vehicles

1. Water cartage/storage tank(s) must be inspected every 12 months on or before the anniversary date of the licence to ensure compliance of Australian Standard AS 3500.1.2003.
2. The owner/carrier must provide evidence of annual inspections to Hunter Water.
3. The water cartage/storage tank(s) must be fitted with an approved air gap or backflow prevention device to provide pollution protection in accordance with the Australian Standard AS 3500.1.2003.
4. The water cartage/storage tank(s) must not have any other method of filling the tank other than the approved pollution protection method.
5. The water cartage/storage tank must be inspected and a copy of the inspection report provided prior to the approval of the application.
6. The water cartage/storage tank must have sufficient visual evidence to show the world at large the owner/carrier has a licence to take water. The permit number must be prominently displayed on both sides of the tank in letters not less than 100mm in height.
7. In the event of a change of a water cartage/storage tank, notification of the change is to be given to Hunter Water and the replacement water storage tank is to be made available for immediate inspection and must not to be used in conjunction with the standpipe until the backflow prevention device is inspected.

PART 3 - GENERAL PROVISIONS

A Licence not transferable

The Hirer is not permitted to advertise, in any way, that the Hirer's business is endorsed or approved in any way by Hunter Water. The approval to use a standpipe and licence to extract water is not transferable.

B Safety

1. The Hirer acknowledges:
 - Responsibility for control of the Place of Work.
 - That improper use of the standpipe may give rise to a risk to the safety of persons in or near to the Place of Work and damage to the water mains.
 - Connection of the standpipe to an unauthorised hydrant is an unsafe act.
 - The hydrant should only be used by appropriately trained persons.
 - That prior to connecting the standpipe to a water main, the Hirer or their authorised representative will:
 - Inspect the standpipe for any visible sign of defect before use.
 - Undertake an assessment of the potential risks associated with the use of the standpipe.
 - Put in place procedures to effectively manage the potential risks.

C Termination of the Licence

Hunter Water will not accept any claims for alleged losses or inconvenience resulting from the termination or suspension of this licence.

1. The Hirer may terminate this licence by returning the standpipe to Hunter Water and paying all outstanding charges.
2. Hunter Water may terminate or modify the conditions of this licence at any time by giving the Hirer seven days notice in writing.
3. In the event of any breach, Hunter Water may give written notice seeking to have the breach remedied and if such breach is not remedied within seven days of the written notice, the licence may be suspended or terminated. Hunter Water maintains the right to recover payment of its outstanding charges as a debt due and owing.
4. Hunter Water will apply additional charges for following up breaches of the licence agreement. Such charges will be applied directly to the account.
5. In the event of a significant breach of the conditions (e.g. illegal diversion of water, use of unauthorised hydrants, non payment of accounts, falsification of records), Hunter Water is at liberty to, without further notice, terminate this licence, discontinue the supply of water and to confiscate the standpipe(s) and to pursue legal recourse to recover outstanding charges or costs arising from the breach.
6. This licence shall be terminated immediately upon the Hirer coming under any form of financial administration.

D The Effect Of Termination

On termination of this licence for whatever reason the Hirer must;

1. Return all equipment of Hunter Water
2. Pay all fees and charges including any repair costs
3. Make application for a refund of all or part of the security bond and sign whatever documentation is necessary to release Hunter Water from any claims or losses suffered by any one as a result of the hire and use of the standpipe
4. Allow access to the Hirer's property by Hunter Water or their agent to recover all Hunter Water equipment

E Other Actions / Remedies

Hunter Water reserves the right to apply various penalties or other conditions for any continuing or repeated breach of these terms and conditions.

1. In the event the licence is terminated the Hirer will be unable to reapply for four weeks.
2. Approval of any future licences will depend upon the seriousness of previous breaches.
3. If the licence is terminated/suspended three times the Hirer will not be considered for a further licence.
4. In the event that a Hirer has multiple standpipes on issue Hunter Water reserves the right to recall all standpipes on issue to the Hirer if the Hirer breaches the agreement for any individual standpipe.
5. Hunter Water may require the lodgement of additional surety from Hirers who default on payment of accounts.
6. In the event that a licence is suspended or terminated the term Hirer shall be extended to include the original hirer plus any related person or company Hunter Water considers reasonable when considering a new application for a standpipe so as not to defeat the purpose of the original suspension or termination.