



# HYDRATION STATION

## Terms of use of mobile drinking fountain ("Terms of use")

Organiser: \_\_\_\_\_

Event: \_\_\_\_\_

Venue: \_\_\_\_\_

Water source: \_\_\_\_\_

Including source connection details

Period of use: \_\_\_\_\_

### RECITALS

- A. Westernport water ABN 63 759 106 755 (the "Owner") is the owner of a mobile Hydration Station\*, which incorporates a mobile trailer and billboard, water troughs, taps and fountains ("Hydration Station") designed to provide drinking water for use by the public at events attended by the public (the "Use").
- B. The Organiser has asked the Owner and the Owner has agreed to make the Hydration Station available for the Use at the Venue for the Event on the basis that water will be supplied from the Water Source set out above.
- C. The Parties have agreed on the following terms and conditions covering the Use of the Hydration Station under these Terms of Use.

### AND THE ORGANISER ACKNOWLEDGES AND AGREES 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 Hydration Station onto the Venue and allow the Hydration Station to remain at the Venue for the Use; and
  - (b) connect the Hydration Station to the Water Source.
2. Without limiting clause 1, where the Hydration Station is to be connected to a water main or other asset of the Owner, the Organiser shall seek the Owner's approval for that connection.
3. The Organiser must ensure that the Owner has convenient access and all necessary permission to deliver the Hydration Station to the Venue, connect the Hydration Station to the Water Source, disconnect the Hydration Station from the Water Source at the conclusion of the Event and remove the Hydration Station from the Venue at the conclusion of the Event.
4.
  - (a) The Owner shall not charge the Organiser for water supplied to the Hydration Station from a water main or other asset of the Owner however, the Organiser acknowledges that it may be charged by third parties for water supplied from another source.
  - (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, the Owner is not responsible for the supply, continuity of supply, quality or flow rate of water supplied from any Water Source other than a water main or other asset of the Owner. 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 Westernport Water Charter but does not guarantee continuity of supply or flow rate. Where the Hydration 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 Hydration Station. Where the Hydration Station is connected to the water main or other asset of a person other than the Owner which in turn is connected to the water main or other asset of the Owner, the standard for water quality is guaranteed to the outlet of the water main or other asset of the Owner just before connection to the other asset. The obligation of the Owner is this clause is subject to compliance by the Organiser with clauses 6, 7 and 8.

6. The Organiser shall ensure that water supplied from the Water Source, other than the mains water supply of the Owner, complies with the World Health Organisation guidelines and shall provide evidence of compliance to the Owner upon request. Where the water is supplied from the Owner's water main or other asset, but an asset of a person other than the Owner connects the Fountain to the water main or other asset of the Owner, then the Organiser shall ensure that the intervening asset does not detract from the quality of the water as at the outlet of the water main or other asset of the Owner as supplied by the Fountain.
7. The Organiser must only use the Hydration Station for the Use and must not connect, disconnect or move the Hydration Station without the express permission of the Owner.
8. The Organiser is wholly responsible for the safety and security of the Hydration Station while at the Venue, or while it is in the care, custody or control of the Organiser, and must ensure that the Hydration Station is not contaminated, defaced, damaged or destroyed in any way, (fair wear and tear excepted).
9. The Organiser indemnifies the Owner on a continuing basis against all loss and damage to (including contamination of), the Hydration Station (fair wear and tear excepted), which occurs during the time the Hydration 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 indemnifies the Owner on a continuing basis against all liability, claims, proceedings, loss, damage, charges, expenses and costs of every description 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 (\$AUD10,000,000) for any one occurrence and a deductible of no more than (\$AUD5000) 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.

\* Registered design no. 147633.

Name of insurer: \_\_\_\_\_ Policy number: \_\_\_\_\_

**EXECUTED AS A DEED POLL**

**SIGNED, SEALED and DELIVERED by**

Organiser's authorised representative signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of

Signature of witness: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_