

# Hydrant Permit and Agreement

## Complete and return all pages to:

**City West Water**

**Address** Locked Bag 350, Sunshine 3020

**Email** connections@citywestwater.com.au

**Enquiries:** 9313 8384

**Fax** 9313 8164

Company/Individual Name:

Company/Individual Address:

Postcode:

ABN:

Contact Name:

Phone:

Mobile:

Email:

Position:

Previous Permit/Account Number:

Fax:

Vehicle Details							Backflow Details					
REGO NO.	VEHICLE TYPE	CAPACITY (LITRES)	IS TANK REMOVABLE?	ESTIMATED USAGE PER ANNUM	RPZ	AIR GAP	DATE CHECKED	CIVIL WORKS	DOMESTIC DRINKING WATER	DUST SUPPRESSION	ROAD CONSTRUCTION	OTHER
EG.001	Truck, Ute, Trailer etc.	7000	No	20 000	→	<input type="radio"/>	1/8/2009	→	<input type="radio"/>	→	<input type="radio"/>	Landscaping
					<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
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## Applicant to Sign

By signing this application, I confirm:

- That I acknowledge and accept the full terms and conditions, in respect to the type of permit granted; and
- Where the applicant is a company or other entity, that I am authorised to apply for this permit on behalf of the company/entity; and
- That I am authorised to apply for this permit in relation to the vehicle listed.

Name:

Date:



## Full Terms & Conditions

### 1. Introduction

- a) This agreement outlines the terms and conditions that apply to the permit holder.
- b) This bulk water permit provides the permit holder with permission to access water from a hydrant where normal access to the water supply system may not otherwise be available. Accessing water from the water supply system without a permit is illegal, breaches the Water Act 1989 and may result in legal action.
- c) Permits are issued with levels of water access to hydrants for usage as displayed on the EasyFill™ Web enabled user interface.
- d) Permit Holders may request alternative hydrants for use. If hydrants are approved following a hydraulic assessment, requested hydrants will be made available for all permit holders.
- e) City West Water reserves its right to change the terms and conditions of this agreement and if this occurs, permit holders will be notified in writing.

### 2. Definitions

- a) This permit is known as a Hydrant Permit. This is defined as follows: a business and/or individual with a valid ABN and a vehicle that is engaged to draw water from the water supply system across our business supply area, e.g. to supply a residential customer, road works, dust suppression, concrete cutting/grinding, developer, borer, sewer/water construction etc.
- b) EasyFill™ device means a GPS tracking and level sensing device.
- c) Fill means where a water carrier accesses the supply networks within City West Water's supply area and draws water from that network.
- d) Drop means where a water carrier fully or partly empties water from its tank or tanks.
- e) Business Day means a weekday except a public holiday.

### 3. Our Service Commitments

- a) City West Water will provide training in the safe operation of hydrants (where required).

### 4. Vehicles with Carrying Capacity 1,800 litres or greater EasyFill™

- a) As a condition of this permit, City West Water requires you to fit and license to you the EasyFill™ monitoring device (Device) to all of your tankers which are covered by the permit (Vehicle). By signing this agreement and having the Device installed and fitted on or to the Vehicle you acknowledge and agree as an authorised representative of the owner of the Vehicle (Permit Holder) as follows:
- b) The Permit Holder does not own the Device. It is and remains at all times the property of Data Collect Pty Ltd (Data Collect).
- c) Data Collect may require the return, and de-installation or removal of the Device in certain circumstances including where the Permit Holder breaches these conditions.
- d) The Permit Holder, its drivers, employees or agents must not do, permit or allow any of the following in respect of the Device:
  - move or remove or attempt to remove
  - tamper or attempt to tamper with
  - use or attempt to use any part of the Device as to communicate data other than data generated by the device for the purposes of this permit
  - connect any instrument or device to
  - interfere or attempt to interfere with the operation of
  - damage, destroy or allow damage to be done to
  - allow any person who is not an authorised employee or contractor of Data Collect to repair, replace or otherwise deal with
  - disassemble, reverse engineer, dismantle or reverse assemble
  - tamper, remove or obscure any label or indicator of ownership on
  - sell, decommission or otherwise dispose of a Vehicle to which the Device is fitted; or otherwise deal with, the Device without the prior written consent of Data Collect.

- e) The Licensee, its drivers, employees or agents must at all times whilst the Device is fitted or attached to or on the Vehicle:
- use best endeavours to keep the Device safe, secure and undamaged
  - promptly report and notify of any damage
  - return the Vehicle to Data Collect for repair or de-installation or removal within 48 hours of the cessation of the Permit Holder's permit or the termination of the rights of City West Water with respect to the Device
  - follow all reasonable directions and requests of the Water Authority and/or Data Collect in relation to the Device.
- f) The Licensee is solely responsible for any direct or indirect loss **or damage in respect of or in connection with the use, installation, repair or replacement of the Device other than a manufacturing or installation defect of the** Device or other than to the extent such loss or damage was contributed to by the intentional or negligent conduct of Data Collect or City West Water, and the Permit Holder may be liable to Data Collect or City West Water in respect of such loss or damage.
- g) The Licensee acknowledges that the Device automatically monitors, collects and transmits information including location, fill and drop data which can be used to track the movements of the Vehicle it is fitted to and the Permit Holder and the Permit Holder's employees, agents and any other person in whose charge or control the Vehicle may be entrusted, consent to this collection and transmission.
- h) The information will be provided to City West Water for billing purposes, however, it may be provided to other water authorities that become a party to the EasyFill system.
- i) If the Licensee becomes aware that the Device has become inoperable or damaged (including without limitation if the Vehicle is in an accident) or otherwise stops functioning, the Licensee must promptly notify Data Collect and the Water Authority.
- j) If the Vehicle to which the Device is fitted is to be sold, decommissioned, or otherwise disposed of the Licensee must notify Data Collect and the Water Authority at least 14 business days before the Vehicle is transferred, disposed of or decommissioned.
- k) In the event that a Vehicle does not arrive within 30 minutes of the agreed time and place designated by Data Collect and the Water Authority for the installation of the Device, installation may be refused and the Licensee will be required to re-book the vehicle for installation.
- l) In the event that Data Collect is not able to install the Device at the agreed time and place, Data Collect will provide the Permit Holder with notice by 4:00 pm on the preceding business day.
- m) The Licensee must have an empty tank when arriving at the premises. The Vehicle will be filled during installation, when the Licensee leaves, the Licensee will be offered to keep the water at no extra cost.
- n) Where the Device is not functioning or transmitting due to accident, damage or product fault and unless and until the Water Authority is notified that the Vehicle is damaged to such extent that it is unable to be used to obtain or conduct fills, for the period from when the Device is not functioning or transmitting due to accident, damage or product fault and the Licensee has not made the relevant Vehicle on which the Device is installed available for repair within five (5) business days of being requested and until the Device is repaired or replaced and raw data is able to be recorded by the Device, the number of fills per day chargeable in respect of the relevant Water Carrier will be calculated in accordance with the following formula:

$$\text{Fill Fees} \times (\text{AV})$$

Where:

Fill Fees = the fill fee per fill as charged by the Water Authority to the Licensee;

$$\text{AV} = (\text{A/B})$$

Where:

A = the total number of fills recorded in the immediately preceding 3 months, or, if the Device has been installed on the Vehicle for less than 3 months, the total number of fills which the relevant Vehicle has done; and

B = the total number of business days in the preceding 3 months, or if the Device has been installed on the Vehicle for less than 3 months, the total number of business days which the Device has been installed on the Vehicle;

- o) For the purposes of clause 4.n, if the non-transmitted raw data is able to be recovered and processed during maintenance or repair of the Device, then the formula will not apply and the actual fill fees will apply.
- p) For the purposes of clause 4.n, if the Permit Holder is able to provide evidence to the reasonable satisfaction of the Water Authority and Data Collect that the Vehicle was not conducting fills during any period during the time of the Device not transmitting or functioning, no fill fees shall be incurred by the Licensee for that period.

- q) The Licensee acknowledges that in addition to any other claim or damage, the Water Authority may at its discretion require the Licensee to pay to the Water Authority, on demand, the following sums:
- \$259.00 (plus GST) for cancellation or reschedule of an installation, removal or repair appointment later than 4:00 pm on the preceding business day to the scheduled appointment time
  - \$259.00 (plus GST) if a Data Collect technician is required to attend the Vehicle at a location other than Data Collect's Service Depot (within the Melbourne Metropolitan Area) to remove or repair the Device
  - a charge of \$67.34 (plus GST) per hour in respect of the total travel time to and from the location of the Vehicle plus the actual cost of any transport fare or accommodation if a Data Collect technician is required to attend the Vehicle at a location other than Data Collect's Installation Depot or an authorised service depot (outside the Melbourne Metropolitan Area) to remove or repair the Device
  - the lost, missing or stolen fee of \$1,398.60 (plus GST) if the Device is lost or damaged beyond repair (unless due to the fault of Data Collect or the Water Authority) or the Licensee fails on 3 consecutive occasions (not including any occasion arising from an event of force majeure) to make the Vehicle available for the purposes of de-installation of the Device
  - or such other relevant amounts as set out in the Water Authority and Data Collect current price list.
  - For further information about the EasyFill™ device, please refer to our website, [www.citywestwater.com.au/business/](http://www.citywestwater.com.au/business/) then select water carting.

#### 5. Vehicles with a Carrying Capacity less than 1,800 litres

- a) For vehicles with a carrying capacity of less than 1800 litres permits will be issued for each vehicle required to access City West Water's supply network.
- b) Log Sheets **must be completed** whenever water is taken from an asset connected to City West Water's supply network. **City West Water must receive your log sheets monthly or you may be charged a \$62 non compliant log report fee.**
- c) Log Sheets must be submitted to the Hydrant Coordinator by email: [connections@citywestwater.com.au](mailto:connections@citywestwater.com.au) or Fax: **(03) 9313 8164**, within 7 business days of the end of each month.
- d) If no water is drawn from the supply network, a Log Sheet must be submitted notifying a Nil Return.

#### 6. Backflow prevention & training

- a) The permit holder must ensure that at all times during the term of this permit the vehicles authorised under the permit are each fitted with a backflow prevention device approved by City West Water. The testing result/certification of any approved backflow prevention device must be supplied to City West Water upon request within 7 days.
- b) The permit holder must ensure that any person involved in accessing and drawing water from a hydrant under the authority of the permit:
- has attended a City West Water hydrant training session prior to accessing and City West Water hydrants and
  - is aware of the terms and conditions applying to this permit.
  - If at any time the Permit holder becomes aware of an incident which may involve a contamination of the water supply, the Permit holder **must immediately contact City West Water on 9313 8384.**

#### 7. Billing Cycle & Charges

- a) For detail of the current price, please visit our website at [www.citywestwater.com.au/documents/Pricing\\_Handbook.pdf](http://www.citywestwater.com.au/documents/Pricing_Handbook.pdf) or refer to your account.
- b) Each vehicle fitted with an EasyFill™ device will incur the following charges:
- An Administration Service Charge (ASC) of \$7.90 per fill.
  - A Supply Service Charge (SSC) of the current Non Residential price per kilolitre of the vehicle carrying capacity regardless of the volume of water drawn at the time of each fill.
- c) A quarterly bill will be issued for the total ASC and the total SSC. The ASC will increase from 1 July each year in accordance with CPI and the SSC fee will increase from 1 July each year in accordance with Essential Services Commission pricing determination.
- d) Other vehicles (not fitted with an EasyFill™ device) will incur the following charges:
- An annual permit fee of \$200.80 (as at 1 July 2011). This fee will increase from 1 July each year in accordance with CPI.
  - A Water Usage Charge of the current Non Residential price per kilolitre of the reported volume of water taken each month. This charge will increase from 1 July each year in accordance with Essential Services Commission pricing determination.
- e) As each permit is issued for a specific vehicle, CWW must be advised if a permit is no longer required. For example where the vehicle may be sold or is no longer used for the permitted purpose. If the vehicle is replaced, CWW can arrange for the permit to be transferred to the new vehicle.

## 8. Under or Overcharging

If you are overcharged you will receive a credit on your next account or a refund. If you have been undercharged, due to our error, we will only seek to recover amounts undercharged over the previous 12 months.

## 9. Paying Your Account

You are required to pay your bill by the due date. For a list of our payment options visit our website at [www.citywestwater.com.au/online-services/](http://www.citywestwater.com.au/online-services/) or refer to your account.

## 10. Changes to this Agreement

City West Water may at any time in accordance with written advice to the Permit Holder: (a) Vary the terms and conditions of this agreement or access to the water supply system, (b) Increase or otherwise vary its charges, and (c) Revoke or vary any permit.

## 11. Your Responsibilities

You are required to:

- a) ensure that each vehicle used to access water from hydrants is fitted with a City West Water's approved backflow prevention device. This will become legal requirements under amendments to the Victorian Food Act, which will be enacted by the Department of Health in 2011. Your current Backflow Device may have to be amended to meet with this requirement
- b) ensure that each vehicle used to access water from hydrants has a valid Registered Water Carrier sticker attached to the tank
- c) ensure that you meet your legal obligations under the Victorian Food Act 1984 and you deliver water to your customer that is safe and suitable for its intended use. For more information, see the Environmental Health section of the Department of Human Health website (<http://www.health.vic.gov.au/environment/water/d-water-guide.htm>). Without limiting this general obligation, a tanker used to cart drinking (potable) water for human consumption, food preparation or ice making must not be used to cart recycled or reclaimed water, toxic or hazardous chemicals, non-food liquids, and human or animal wastes
- d) ensure that relevant Occupational Health & Safety measures are taken when accessing hydrants including the wearing of safety clothing and complying with advised safety requirements as outlined on the WorkSafe Victoria website ([www.worksafe.vic.gov.au](http://www.worksafe.vic.gov.au))
- e) ensure that approved 65mm fittings, fixtures and hoses are used on Hydrants)
- f) ensure that hydrants are operated correctly to minimise risk of damage to our assets & water supply system, the environment, and other parties in the vicinity of the hydrant
- g) ensure that persons operating the hydrant comply with any requirements outlined in material provided or signs displayed at the hydrant
- h) ensure that any person operating a hydrant under this permit has completed fire hydrant training, carries their City West Water approved training and/or induction card and complies with the terms and conditions of the Agreement
- i) pay bills in accordance with our payment terms
- j) notify us of any unauthorised hydrant access by vehicles not displaying current permits
- k) notify us of any damage to hydrants.

## 12. Water Restrictions

Water Restrictions which apply to the use of drinking water supplied directly from City West Water's pipes and fittings ALSO APPLY to the use of water taken under this permit.

## 13. Applicant to sign:

By signing this hydrant permit application I confirm:

- that I acknowledge and accept the terms and conditions of this permit including Conditions of permit
- (where the applicant is a company or other entity) that I am authorised to apply for this Permit on behalf of the company/entity
- that I am authorised to apply for this permit in relation to the vehicles listed in Schedule 2.

Signature:

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Title and Name of Signatory:

Date:

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### 15. Indemnity

You agree to indemnify City West Water against any damages to its water mains or fittings and against any claims which may arise out of the grant of this permit.

a) Permit Cancellation

The permit may be cancelled by City West Water without notice if found non compliant. The Permit holder must contact City West Water within 14 days in writing of intention to cancel permit. The Permit Holder must make the vehicle available to Data Collect for de-installation of the EasyFill™ device within 48 hours of the permit cancellation effective date. We may also cancel a permit immediately, where you fail to comply with the terms and conditions of this agreement.

b) Important Privacy Notice

City West Water Limited ABN 70 066 902 467 ("CWW") is a State Owned Company which provides retail water, recycled water, sewerage and trade waste services to Melbourne's central business district, inner and western suburbs.

By completing this form you are providing personal information to CWW for the primary purpose of CWW providing you with a water, recycled water or sewerage supply service.

The personal information contained in this form may be shared between, and used by CWW and its contracted service providers for the above primary purpose, and related purposes such as:

- installing, accessing and maintaining water and sewerage supply to properties and developments
- installing, accessing and checking meters and other metering equipment
- planning, operating or maintaining the water and sewerage distribution network
- complying with a request for services you make to CWW
- protecting the safety and security of any person or property
- billing and other administrative purposes
- marketing of CWW products and services unless you let us know that you do not want to receive such material.

Additionally, CWW may share your personal information with service providers and other external organisations in limited circumstances, such as to:

- government or regulatory authorities
- mail houses and other companies for the purposes of distributing statements of account and handling mail
- information technology companies for the purposes of maintaining information technology and security systems.

If you do not provide the information requested by this form, then we may not be able to comply with your request for services.

You may request access to your personal information which CWW holds about you. You can make such a request by writing to the Privacy Officer at Locked Bag 350, Sunshine, 3020. Additionally, City West Water's Privacy Policy is available on the company's web site or at its head office at 247-251 St Albans Road, Sunshine.



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### Payment

Hydrant Permit Fee \$200.80

Usage charge: \$1.98 per Kilolitre (Easyfill customers extra fees as per clause 7)

Please provide credit card details for your payment of the Hydrant Permit Fee.

Title:  Mr  Mrs  Ms  Miss  Other

Cardholder's Name: \_\_\_\_\_

Card Type:  Visa  Mastercard

Card Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

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

Invoice No: \_\_\_\_\_ Payment Reference No: \_\_\_\_\_