

# Approval for supply of potable water through a Metered Hydrant Standpipe

I/we hereby make an application to be granted approval for a metered standpipe.

Applicant's name:	
Business trading name:	
Postal address:	
Company address:	
Residential address:	
ABN or ACN number:	
Contact person:	Phone number:
Mobile number:	Fax number:
Email address:	
Driver's licence number:	


To be supplied with this approval: Copy of Company registration  
Two (2) business references

Is this approval for the delivery of Domestic Water?  Yes.  No.

If a tank is being used please provide the following information:

Backflow number: \_\_\_\_\_ Issuing authority: \_\_\_\_\_ Tank Capacity: \_\_\_\_ kls

Vehicle Registration number: \_\_\_\_\_ Make of Vehicle: \_\_\_\_\_

COUNCIL USE ONLY		
LOGAN CITY COUNCIL PO Box 3226 LOGAN CENTRAL DC QLD 4114 ABN & GST Number 21-627-796 435 logan.qld.gov.au	amount: \$1,900.00 (No gst) file #:107749-14 Date: Receipt: application #:	 <b>LOGAN</b> CITY COUNCIL <small>INNOVATIVE. DYNAMIC. CITY OF THE FUTURE</small>

# Approval for supply of potable water through a Metered Hydrant Standpipe

Estimated water usage per day:                      kilolitres.

In the space provided below indicate the purpose for which the water shall be used.

Activity types: \_\_\_\_\_

It is the applicant's responsibility to read and understand the contents of this Approval.

I have read and understand the terms and conditions of the **approval for supply of potable water through a metered standpipe**.

\_\_\_\_\_

**Customer (signature)**

\_\_\_\_\_

**Customer full name (print)**

\_\_\_\_\_

**Date**

Privacy collection notice: Logan City Council is collecting your personal information in accordance with the Water Supply (Safety and Reliability) Act 2008 in order to process your application and advise you of the outcome. The information will only be accessed by employees and/or Councillors of Logan City Council. Your information will not be given to any other person or agency unless you have given us permission or we are required by law.

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## Office use only:

Approved:  Not approved:

Fax Metered standpipe approval application to 3412 3444 or

email [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au)

<b>2020/21</b> Water Consumption Charge (No GST applicable)	\$ 6.22 per kilolitre
Security Deposit (No GST applicable)	\$ 1,900.00
Failure to provide reading for metered standpipe (See 2 a))	\$58.00

# **Approval for supply of potable water through a metered standpipe**

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**Date of this Approval** (Commencement Date)    \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Between** Logan City Council of 150 Wembley Road, LOGAN CENTRAL (Council)

**and** \_\_\_\_\_

**agrees** to the Approval for supply of potable water through a metered standpipe.

**Customer (signature):** \_\_\_\_\_ **Customer full name (print):** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Customer's ABN:** \_\_\_\_\_

## **Part 1 Background**

- a) Pursuant to section 191 of the *Water Supply (Safety and Reliability) Act 2008*, a person must not connect to, or disconnect from Council's infrastructure without the written consent of Council.
- b) The Customer has requested the written consent of Council to take potable water from Council's infrastructure through a metered standpipe.
- c) Council grants its consent to the Customer's request subject to the terms and conditions of this Approval.

## **Part 2 Terms and conditions of Approval**

### **1. Responsibility and Supply of Potable Water**

#### **1.1 Supply of Potable Water**

Subject to this Approval, the Customer may take Potable Water from an authorised hydrant fill point through a Logan City Council metered standpipe.

#### **1.2 Responsibility for Potable Water**

The Customer agrees that responsibility for Potable Water will pass to the Customer at the point of collection.

#### **1.3 Interruption of supply**

The Customer acknowledges that Potable Water available to the Customer at an authorised hydrant fill point may be affected by, and may at times be interrupted by, variable factors including (but not limited to):

- a) fluctuations in the number of Customers drawing Potable Water from Potable Water access points;
- b) changes in Legislative Provisions;
- c) the occurrence of any accident, strike, civil commotion, natural disaster or other such incident beyond the control of Council;
- d) the capacity of the Potable Water reticulation systems;
- e) the failure of any plant or equipment;
- f) the locations or any interference with a property;
- g) any workplace and safety hazard concerns;
- h) any inappropriate use of Potable Water, in terms of Council water restrictions by any person;
- i) maintenance or repairs to the Potable Water reticulation system.

## 1.3 Quality of supply

- a) The Customer acknowledges the Potable Water supplied at authorised hydrant fill points meet Australian Drinking Water Guidelines
- b) The Customer acknowledges that it is liable for any change in the quality of the Potable Water as a result of the transportation, storage, treatment or use of the Potable Water after it is taken from a authorised hydrant fill point.

## 1.4 Compliance monitoring

- a) The Customer acknowledges that Council may at any time undertake, or coordinate the undertaking of compliance monitoring.
- b) Compliance monitoring will assess the Customer's compliance with the terms and conditions of this Approval, or with any relevant legislative provision or guideline prepared by Council.
- c) The Customer is to comply with any reasonable request for information by Council in order to verify compliance.
- d) The Customer acknowledges that taking water in breach of a term or condition of this Approval will constitute an offence under the *Water Supply (Safety and Reliability) Act 2008* and will result in cancellation of this Approval.

## 2. Customer responsibilities

- a) *The customer must supply to Council monthly meter readings, these must be provided by the 25<sup>th</sup> day of each month and in December each year by the 17<sup>th</sup> of December. Should a reading not be received by the dates specified in this clause, an additional fee will be applied for failure to provide a meter reading.*
- b) Domestic Water Carriers are to maintain a Food Licence as well as maintaining the vessel for the transport of water as outlined in the Food Act and Regulation 2006.
- c) The Customer is to notify Council by telephone or email of any issues or matters regarding the operation of the metered standpipe.
- d) The Customer should notify Council immediately by telephone if they suspect that there is an issue due to vandalism, low pressure, discoloured water, leak, missing hydrant fill point lids or the hydrant fill point location needs repairs due to excessive dirt or contaminants including lubricants.
- e) The Customer is to ensure that all hoses and fittings utilised are in good working order.
- f) The Customer is to ensure that due care and attention is paid when filling their vessel, ensuring that the vessel does not overflow.
- g) The Customer is to send any other enquiries in writing to Council.
- h) It is the Customer's responsibility to ensure that any person or employee who uses a Council's metered standpipe is aware of the approved conditions of its use.

### 2.1 Supply to Customers

- a) The Customer is only to supply Potable Water to customers for human consumption if it is an approved carrier under the *Food Act 2006*.
- b) The Customer is to only supply Potable Water to their customers through the use of Council's metered standpipe.

### 2.2 Potable water authorised hydrant fill points

- a) **All water carriers** must only access Potable Water from the Council's authorised hydrant fill points referred to in Schedule 2.
- b) Accessing other roadside fill points requires prior approval from Council.
- c) **All water carriers** when accessing an authorised hydrant fill point must provide a safe working environment for any traffic, not interfere with or impede with any residential property and provide adequate provisions to ensure public safety.
- d) **Non water carriers** sourcing Potable Water directly from Council's authorised hydrant fill points and are not filling a vessel must provide a safe working environment for any traffic, not interfere with or impede with any residential property and provide adequate provisions to ensure public safety.

Water carriers will be provided with a metered standpipe that has a single check valve fitted to the outlet.

Note: Accessing roadside fill points not referred to in Schedule 2 will require prior approval from Council. Requests are to be provided in writing via email to [watercompliance@logan.qld.gov.au](mailto:watercompliance@logan.qld.gov.au). 10 working days' notice will be required to process any request received.

### 2.3 Customer's vehicles

- a) Domestic water carrier vehicles are to hold a current food licence, and must ensure the vessel not be used to convey liquid other than Potable Water suitable for human consumption.
- b) Each Potable Water vessel is to be fitted with backflow prevention that meets the requirements of AS3500. Copies of current backflow certification must be provided to Council on request.
- c) The Customer is to notify Council in writing of the sale or registration change of any Customer vehicle used to carry Potable Water.
- d) If the customer is using a vehicle to carry potable water and their vehicle has signage marked recycled water, the customer must remove or cover the recycled water signage. .

## 3. Metered standpipe responsibilities

### 3.1 Metered standpipes

- a) The Customer is to use a metered standpipe supplied, maintained and calibrated by Council to take Potable Water from an authorised hydrant fill point.
- b) The Customer acknowledges that service, repairs and calibration of the metered standpipe will be undertaken by Council using an accredited tester at Council's discretion.
- c) The metered standpipe is to be used to record all Potable Water that is taken from authorised hydrant fill points.
- d) The quantity calculated by the metered standpipe will be accepted by the Customer as the amount of Potable Water supplied for the relevant period measured.
- e) The Customer is to keep a record of all water taken from an authorised hydrant fill point through the metered standpipe in the log book supplied by Council.
- f) The Customer acknowledges that a metered standpipe is non-transferrable, unless with the prior written consent of Council.
- g) The Customer will forward metered standpipe readings to Council by email, on or before the 25<sup>th</sup> of each month and 17<sup>th</sup> December, or present the metered standpipe to Council for inspection. Failure to provide readings from the standpipes meter can result in consumption being estimated for the period and/or late fees being charged.
- h) Council may at its discretion request a Customer to return a metered standpipe that has not registered consumption for a period of more than 3 months, this Approval will then be at an end.

### 3.2 Metered standpipes not returned

- a) If a metered standpipe is lost or misplaced the Customer is to report the missing metered standpipe to Council
- b) If a metered standpipe is stolen the Customer is to report the theft to Council and Queensland Police Service. A crime report number must be obtained and forwarded to Council where theft or suspected theft has occurred.
- c) If the Customer reports the metered standpipe as lost, stolen misplaced or the metered standpipe is not returned in accordance with this approval, the Customer will forfeit the bond. Council will only hold the bond in trust for the metered standpipe for three months from the date that the metered standpipe was reported lost, stolen or misplaced. After this time the bond will be forfeited to Council.
- d) Should the customer require a replacement metered standpipe, a further bond will be required to be paid to Council which will be held in trust.

### 3.3 Metered standpipe damage

- a) Any repairs for damages occurring to the metered standpipe, will be invoiced to the Customer.



- b) Any costs to repair damage to the Council's infrastructure caused by the use of a metered hydrant standpipe while connected to the Council's infrastructure will be invoiced to the Customer.

### 4. Financial arrangements

#### 4.1 Fees and charges

- a) A fee per kilolitre determined by the Council will apply for Potable Water taken by a Customer as measured by the metered standpipe from an authorised hydrant fill point.
- b) The fees and charges are available on Council's website.
- c) All invoices shall be paid in full within 30 days of invoice date.
- d) The Customer agrees to abide by Council's Trading Term and Conditions.
- e) Any unpaid accounts shall be recovered under the Council's policy, 'Management of Outstanding Rates, Water, Wastewater, Other Charges and Sundry Debt Accounts'.
- f) If the Council's policy 'Management of Outstanding Rates, Water, Wastewater, Other Charges and Sundry Debt Accounts' is enlivened, the metered standpipe is to be surrendered to or collected by Council until all accounts are settled.

### 5. Expiry of Approval

#### 5.1 Expiry

This Approval will expire upon the return of the metered standpipe to Council and settlement of all outstanding accounts. This Approval will also expire if Council withdraws the approval in writing.

### 6. Default

#### 6.1 Events of default

A Customer will be in breach of this approval if they:

- a) fail or refuse to comply with any condition or requirement or request imposed on the Customer by the *Water Supply (Safety and Reliability) Act 2008* or the *Food Act 2006*;
- b) fail to inform Council of any changes within the company affecting the payment of any account;
- c) the use of the water supplied through a metered standpipe is for any unapproved use;
- d) fail to comply with any part of this approval;
- e) fail or refuse to pay any potable water fees or charges owing to Council by the relevant due date;
- f) Commit an Act of Insolvency

#### 6.2 Termination by the Council

If the Customer defaults in respect of any obligations under this Approval Council may terminate this Approval by written notice to the Customer.

### 7. Indemnities and release

#### 7.1 Customer's indemnity

The Customer indemnifies the Council against all loss, damages, cost or expense sustained by Council arising from or in connection with this Approval with respect to:

- a) death or personal injury;
- b) property damage;
- c) consequential loss;
- d) damage or liability
- e) Financial or other loss

### 7.2 Limitation upon indemnity

Clause 7.1 will not apply with respect to injury, damage or loss deliberately or negligently caused by Council,

### 7.3 Expiry of indemnity

The indemnity in clause 7.1 will continue to apply notwithstanding the expiry or termination of this Approval.

### 7.4 Release

The Customer releases Council from any liability for any costs, loss or damage suffered by the Customer as a consequence of failure or interruption of delivery of Potable Water.

## 8. Miscellaneous

### 8.1 Assignment or transfer

The Customer cannot assign or otherwise transfer this Approval to any other business or person.

### 8.2 Amendment of approval

- a) Council may in its sole discretion amend the terms and conditions of this Approval by written notice to the Customer.
- b) The Customer is deemed to have accepted and agreed to the amended terms and conditions of this Approval if it takes Potable Water from an authorised hydrant fill point after written notice of the amendment is given to the Customer.

### 8.3 Customer Contact Methods

The customer agrees that the mobile phone number provided by the customer may be used by Council to send SMS messages to provide direction on the use of authorised hydrant fill points or to convey other messages surrounding the use of metered standpipes.

### 8.4 The Council Privacy Collection Notice:

Logan City Council is collecting your personal information for the purposes of processing your application for a Metered Hydrant Standpipe in accordance with the Water Supply (Safety and Reliability) Act 2008. Your personal information may be accessed by employees, contractors, and/or Councillors of Logan City Council, and other Government agencies. Your personal information will be handled in accordance with the Information Privacy Act 2009 (Qld) and may be released to other parties where Logan City Council is required or authorised by law to do so. For more information on Council's Privacy Policy see <https://www.logan.qld.gov.au/about-council/contact-us/privacy>

## 9 Schedule one

### 9.1 Definitions

Act	Includes an omission to act and a refusal to act
Act of Insolvency	Means: a) where the party is a corporation: entering liquidation, voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or voluntary administration or suffering strike-off action against it by the Australian Securities and Investments Commission and b) where the party is an individual: becoming bankrupt or entering a composition or scheme of arrangement for the benefit of creditors and c) in any case, an act or occurrence rendering the party's interest under this document liable to be taken in execution
Approval	This document and the approval it evidences as defined in the <i>Water Supply (Safety and Reliability) Act 2008</i> .
Commencement Date	The date of this Approval.
Customer	A company, business or person who hold approval for the supply of potable water through a metered standpipe issued by Logan City Council.
Customer's vehicle	The vehicle or vessel used by the Customer to transport potable water from the authorised hydrant fill point to their customers.
Authorised hydrant fill point	The point of collection of the potable water at the hydrant point location nominated by the Council from time to time, which will comprise of a metered standpipe.
Legislative Provisions	Includes: An Act of the Commonwealth Parliament or the Queensland Parliament Subordinate legislation under any such Act, including Customer Service Standards The direction or requirement of a competent authority or person under any such Act or subordinate legislation A licence, authorisation, consent, approval or exemption granted under any such Act or subordinate legislation
Potable Water	Has the meaning given to drinking water in the <i>Water Supply (Safety and Reliability) Act 2008</i> .

Council	Logan City Council
Domestic Water Carrier	A water carrier's vehicle that has a current food licence and only transports potable water for distribution.
General Water Carrier	Any water carrier that does not have a current food licence to transport potable water for consumption.
Non Water Carrier	A customer who uses a hydrant point on site and takes less than 2,500 litres from an authorised location

## 10. Schedule two

### 10.1 Council's authorised hydrant fill points

At time of printing, this is an uncontrolled document. Please refer to Council's website for updates on Council's authorised hydrant fill points.

Code	Location	Address
01	Yarrabilba	Cnr Wongawallan Drive & Shaw Street (opposite Tennis Court)
02	Park Ridge	3812 – 3818 Mt Lindesay Highway (in front of the SES depot)
03	Jimboomba	1 – 23 Cerina Circuit (Cerina Park)
04	Jimboomba	21 - 29 Millstream Rd (opposite Kurrajong Rd)
05	Logan Village	2-30 Logan Street
06	Jimboomba	133 – 141 Carrum Road (at the intersection with Stockleigh Road)
07	Greenbank	117 - 123 Pub Lane (adjacent to reservoir) - <b>only to be used between the hours of 6am to 10pm</b>
08	North Maclean	172 – 180 Teviot Road (corner Greenbank Road)
09	Jimboomba	Corner of Mt Lindesay Highway and Tamborine Street (adjacent to service station at 2 – 4 Tamborine Street)
10	Logan Village	647 – 669 Camp Cable Road (corner of Travis Road)
11	Beenleigh	78 Wuraga Road (at the reservoir)
12	Waterford	2A Albert Street – Larry Storey Park, adjacent to hotel
13	Daisy Hill	On Pacific Highway service road behind 10 Old Chatswood Rd.
14	Flagstone	Teviot Rd near Glynton Rd (turn into Glynton Rd then Teviot Rd)
15	Logan Village	Between Lot 8 & 9 Industrial Avenue – <b>only to be used between the hours of 5.30pm and 5am</b>
16	Cornubia	237 – 287 California Creek Road
17	Berrinba	50 – 56 Kellar Street (Fill point in Wayne Goss Drive 50m left from Kellar)

18	Hillcrest	2-14 Elliott Court (Cnr 46 - 52 Johnson Road)
19	South Maclean	5161 – 5249 Mt Lindesay Highway (180m south of Hinds Road on the service road.
20	Waterford	190 Dairy Creek Road (approx) – just east of the Jarvis Road T-Section.
21	Underwood	17 - 19 Perrin Drive
22	Loganholme	28 – 49 Burchill Street – Between Emma Place & Riverland Drive
23	Woodhill	Mahoney Road – approx 80m East of Bedlia Drive
24	Berrinba	3-7 Siltstone Place
25	Eagleby	204 Riverhills Road
26	Logan Reserve	Opposite 20 School Road (Cnr 484 Chambers Flat Road)
27	Holmview	Teys Road (200m north of Pepper Tree Drive - near pump station)
28	Yarrabilba	McKinnon Drive Yarrabilba (see signage on site)
29		
30	Jimboomba	Cusack Lane (approx. 600m from St Jude Circuit before the bridge, entrance approx. 190m before the bridge)
31	Beenleigh	Zander Street (near railway bridge)
32	Bannockburn	17 Bannockburn Road (see signage on site)
33	Yarrabilba	McKenny Boulevard (very end of Yarrabilba Drive, left into Expedition Dr, left into McKenny Blvd just past Neumann Dr - see HFP sign on site)



# TRADING TERMS AND CONDITIONS

<b>DATE OF AGREEMENT:</b>			
<b>COUNCIL:</b>	Logan City Council		
ABN:	21 627 796 435		
Address:	City Administration Centre 150 Wembley Road LOGAN CENTRAL QLD 4114	Postal Address:	PO Box 3226 LOGAN CITY DC QLD 4114
Telephone No:	(07) 3412 3412	Facsimile No:	(07) 3412 3444
Email address:	1. <a href="mailto:council@logan.qld.gov.au">council@logan.qld.gov.au</a>		
Area responsible within Council:	2. Branch: Logan Water	Phone: 3412 4505	Accounts Receivable: 07 3412 5409
<b>THE PURCHASER:</b>		Name of Purchaser's Representative:	
Company Name:		Trading Name or Business Name:	
ABN:		ACN:	
Business Address:		Postal Address:	
Telephone No:		Facsimile No:	
Email address:		Bank:	
		Branch:	
Registered for GST:	<input type="checkbox"/> Yes <input type="checkbox"/> No	BSB No.:	Account Name and No.:
Director(s) / Partner(s) details:	1. Name: Residential Address: Telephone Number: Date of Birth: Driver's Licence Number:  2. Name: Residential Address: Telephone Number: Date of Birth: Driver's Licence Number:		

Type of Business (please tick box):	<input type="checkbox"/> Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Incorporated Association <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Other (please specify) .....		
Status of business premises (please tick box):	<input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <input type="checkbox"/> Leased <input type="checkbox"/> Other (please specify) ..... If business premises are mortgaged, please insert: 1. mortgagee's name - _____; and 2. mortgagee's telephone number - _____. If business premises are leased, please insert: 1. landlord's name - _____; and 2. landlord's telephone number - _____.		
<b>ACCOUNT DETAILS:</b>	Detailed description of Goods to be provided by Council:	Estimated Monthly Usage:	Maximum Credit Limit:
<b>AMOUNT PAYABLE BY PURCHASER</b> (please tick box):	<input type="checkbox"/> Total of invoiced amount <input type="checkbox"/> Other (please specify) \$.....	<b>WHEN AMOUNT OF INVOICE IS PAYABLE BY PURCHASER FROM DATE OF INVOICE</b> (please tick box)	<input type="checkbox"/> 7 days <input type="checkbox"/> 14 days <input type="checkbox"/> 30 days
<b>IS THE PURCHASER REQUIRED TO TAKE OUT PUBLIC LIABILITY INSURANCE COVER</b> (please tick box):	<input type="checkbox"/> Yes, in an amount not less than \$10 million <input type="checkbox"/> No		
<b>Policy No.</b>	Expiry Date:		
<b>Excess:</b>	Insurer:		
<b>OTHER INSURANCE</b>			
<b>DESCRIPTION OF GOODS</b>			
<b>PURPOSE FOR WHICH GOODS PROVIDED</b> (please tick box):	<input type="checkbox"/> Personal <input type="checkbox"/> Domestic <input type="checkbox"/> Household <input type="checkbox"/> Commercial / Business	<b>FREQUENCY WITH WHICH GOODS REQUIRED</b> (please tick box):	<input type="checkbox"/> One-off <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (please specify)
<b>PLACE FOR DELIVERY OF GOODS</b> (or if premises hire is required, please specify premises):			
<b>DATE AND TIME FOR DELIVERY OF GOODS:</b>			

TRADE REFERENCES:			
Name:	Address:	Telephone Number:	Facsimile No.:
Name:	Address:	Telephone Number:	Facsimile No.:
Name:	Address:	Telephone Number:	Facsimile No.:

**CREDIT AUTHORITY** Each person comprising the Purchaser agrees that the Council may, whenever it considers it necessary, do any of the following, as applicable:

- give information about the Purchaser to a credit reporting agency, including for the purpose of obtaining a consumer credit report about the Purchaser and/or allowing the credit reporting agency to create or maintain a credit information file containing information about the Purchaser;
- obtain information about the Purchaser from a credit reporting agency, including for the purpose of assessing the Purchaser's application for consumer credit;
- obtain a consumer credit report containing information about the Purchaser from a credit reporting agency for the purpose of assessing the Purchaser's application for commercial credit and for the purpose of collecting overdue payments relating to commercial credit owed by the Purchaser;
- obtain information about the Purchaser (such as the Purchaser's credit worthiness and credit history) from credit providers named in any consumer credit report issued by a credit reporting agency.

**SIGNED FOR AND ON BEHALF of** )  
**THE COUNCIL OF THE CITY OF LOGAN** )  
 by [Delegated Officer] )  
 pursuant to a Delegated Authority: )

Signature

.....  
 Full Name (Council Officer to sign)

**(Applicant to sign below)**

**AGREEMENT** )  
**EXECUTED by**

.....  
 (insert position such as Sole Director and  
 Sole Company Secretary)

.....  
 (insert name (print))



### IT IS AGREED

#### 1 MEANING OF KEY WORDS

“**Account**” means the account established by Council at the request of the Purchaser for the purpose of supplying the Goods.

“**Agreement**” means this agreement between Council and the Purchaser including the **Schedule** and the Terms and Conditions.

“**Council**” means Logan City Council.

“**Goods**” means the goods or services provided by Council to the Purchaser on the basis set out in the **Schedule**.

“**Personal Information**” has the meaning given in the *Information Privacy Act 2009 (Qld)*.

“**Purchaser**” means the person named in the **Schedule**.

“**Purchaser’s Representative**” means the person named in the **Schedule**.

“**Schedule**” means the schedule of information attached to the front of this document to be completed by the Purchaser and Council.

“**Terms and Conditions**” means the terms and conditions set out in this document to which the Purchaser has agreed to be bound and includes such amendments to the Terms and Conditions as may be notified to the Purchaser in writing from time to time.

#### 2 THE PURCHASER’S UNDERSTANDING OF THE AGREEMENT

2.1 The Purchaser acknowledges and agrees that:

- (a) the information provided by the Purchaser in the **Schedule** is true and accurate and was relied on by Council in entering the Agreement;
- (b) the Purchaser will notify Council in writing immediately if the information provided by the Purchaser in the **Schedule** changes;
- (c) the provision of the Goods is subject to these Terms and Conditions;
- (d) the Purchaser has read and understood the Terms and Conditions and has sought independent legal advice if clarification of the Terms and Conditions was required;
- (e) the Purchaser’s rights and obligations under the Agreement shall not be assigned to any other party;
- (f) the Purchaser’s Representative will be available at all times and be able to be contacted by Council when any activities relating to this Agreement are taking place; and

- (g) matters within the knowledge of the Purchaser's Representative shall be deemed to be within the knowledge of the Purchaser.

### **3 PAYMENT**

- 3.1 Council will issue to the Purchaser an invoice for the provision of the Goods to the Purchaser.
- 3.2 The amount of the invoice shall be paid by the Purchaser to Council for the amount stated in the **Schedule** within the time nominated in the **Schedule**.
- 3.3 The Purchaser shall pay all GST payable under or in connection with this Agreement.
- 3.4 Without limiting the Purchaser's obligations under **clauses 3.2 and 3.3** and subject to any express terms in the **Schedule** to the contrary, the Purchaser must pay the whole amount of any invoice issued by Council without deduction or set off, even if all or part of the invoice is disputed by the Purchaser.
- 3.5 Any disputes relating to the amount of any invoice must be notified to Council in writing within 10 days of the date of the invoice, otherwise the Purchaser is deemed to have accepted that the amount of the invoice is true and correct.
- 3.6 If the Purchaser fails to make payment to Council in accordance with the Agreement, interest on the amount of any outstanding Account balance will accrue at the rate of interest applicable to overdue rates under the *Local Government Act 1993* compounding daily.

### **4 CONFIDENTIAL INFORMATION**

The Purchaser shall not and shall ensure that its employees do not disclose to any person or make public any information obtained by it in relation to this Agreement unless such disclosure is required by law.

### **5 CANCELLATION OF REQUEST FOR GOODS**

- 5.1 If the Purchaser wishes to cancel its request for the Goods, the Purchaser shall give written notice to Council within 24 hours of the date upon which the Goods are to be provided to the Purchaser by Council.
- 5.2 Council shall not debit the cost of the Goods to the Account if the Purchaser complies with **clause 5.1**.

### **6 DELIVERY OF GOODS**

- 6.1 Council shall deliver the Goods to the Purchaser by delivering and unloading them at the place, date and time for delivery of the Goods nominated in the **Schedule**.
- 6.2 If it becomes evident to Council that delivery of the Goods under the Agreement has been or will be delayed by any cause whatsoever, Council shall promptly notify the Purchaser in writing of the possible or actual delay.
- 6.3 Subject to Council's compliance with **clause 6.2**, Council is entitled to an extension of time for delivery of the Goods if Council is delayed in delivering the Goods.
- 6.4 Risk in the Goods shall pass from Council to the Purchaser upon delivery of the Goods to the Purchaser.
- 6.5 Property in the Goods shall pass from Council to the Purchaser upon payment for the

Goods by the Purchaser.

- 6.6 If the Purchaser discovers that the Goods do not comply with the description in the **Schedule**, the Purchaser must, within 3 days of the date of delivery of the Goods, notify Council in writing and Council shall replace the Goods (or in the case of services, re-perform those services) in accordance with the description in the **Schedule**.

## **7 DEFAULT BY THE PURCHASER**

- 7.1 If the Purchaser breaches any term of the Agreement, Council may give the Purchaser notice that it requires the breach to be remedied. If the breach is not remedied within the time specified in the notice, or, if no time is specified, promptly, Council may suspend or terminate the Agreement.
- 7.2 If the Purchaser is insolvent according to the terms of the Corporations Act, commits an act of bankruptcy, has a bankruptcy petition presented against it, is made bankrupt, has a scheme of arrangement or composition with creditors entered into in relation to it, is placed under administration or is threatened to be placed under administration, has a receiver, or mortgagee in possession appointed to it or a part of its property, has an application made to a court for the winding up of it or winding up order is made, then Council may by written notice, terminate the Agreement immediately.
- 7.3 If the Agreement is terminated by Council pursuant to this clause or otherwise, including clause 9, then:
- (a) the total amount owing from the Purchaser to Council on the Account is payable on demand; and
  - (b) Council may take whatever enforcement action is necessary to recover any outstanding moneys, including without limitation, instituting legal proceedings.
- 7.4 All rights vested in Council by this clause shall be additional to and shall not derogate from its rights at law or under the Agreement.
- 7.5 If Council suspends the Agreement pursuant to this clause Council may in its discretion lift such suspension if the Purchaser remedies the breach referred to in clause 7.1.

## **8 RISKS AND INSURANCE**

- 8.1 To the fullest extent permitted by law:
- (a) subject to the Purchaser's compliance with **clause 6.6**, Council's liability to the Purchaser for any failure in the Goods complying with the description in the **Schedule** is limited to the replacement cost of the Goods; and
  - (b) the Purchaser indemnifies and releases Council from:
    - (i) all claims in relation to loss, damage or injury suffered by the Purchaser or any employee, agent or contractor of the Purchaser; and
    - (ii) any special, indirect or consequential loss or damage;  
arising out of or as a consequence of Council providing the Goods to the Purchaser.
- 8.2 If specified in the **Schedule**, the Purchaser shall take out public liability insurance with an insurer approved by Council and upon such terms and conditions as Council requires for

the amount specified in the **Schedule**.

- 8.3 The Purchaser shall effect and maintain any other insurances as Council may reasonably instruct.

## **9 TERMINATION FOR CONVENIENCE**

Council may terminate the Agreement at any time by giving to the Purchaser 5 days written notice, whether or not the Purchaser has breached the Terms and Conditions.

## **10 DISPUTES**

- 10.1 The parties agree to attempt in good faith to resolve any dispute arising out of or in connection with the Agreement provided that any dispute alleged by the Purchaser is notified to Council in writing within 10 days of the Purchaser becoming aware of the facts or circumstances giving rise to the alleged dispute.
- 10.2 If the parties do not resolve any dispute or difference within 30 days of the dispute or difference arising, then either party may proceed to litigation.

## **11 COSTS**

In addition to its payment obligations under **clause 3** of the Agreement, the Purchaser shall pay Council its reasonable costs in enforcing, attempting to enforce or taking any other action out of or in connection with the Agreement.

## **12 GOVERNING LAW AND JURISDICTION**

The Agreement is governed by and is to be construed in accordance with the laws applicable in Queensland and the parties waive any right to object to any proceedings being brought in any court other than the courts of Queensland.

## **13 LIABILITY**

An obligation of two or more persons binds them separately and together.

## **14 ENTIRE UNDERSTANDING**

- 14.1 The Agreement contains the entire understanding between the parties as to the subject matter of the Agreement.
- 14.2 All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of the Agreement are merged in and superseded by the Agreement and are of no effect. No party is liable to any other party in respect of those matters.
- 14.3 No oral explanation or information provided by any party to another:
- (a) affects the meaning or interpretation of the Agreement; or
  - (b) constitutes any collateral agreement, warranty or understanding between any of the parties.

## **15 SERVICE OF DOCUMENTS**

- 15.1 A notice, approval, consent, or other document in connection with this Agreement shall be delivered by hand, sent by registered mail, transmitted by facsimile or by electronic mail to

the address of the party set out in the **Schedule** or in the case of electronic mail to both of Council's addresses set out in the **Schedule**, or any replacement address notified by one party to the other in writing.

## **16 PERSONAL INFORMATION**

16.1 16.1 Subject to the Credit Authority in the Schedule, all Personal Information collected by the Council pursuant to this Agreement:

- (a) will be used by the Council for the purpose of providing the Goods and Services and establishing the Account; and
- (b) will be treated strictly in accordance with the Council's applicable Privacy Policy (a copy of which can be obtained from the Council on request).