

# Application for recycled water carrier agreement form



Gold Coast City Council

PO Box 5042, Gold Coast MC Qld 9729  
goldcoastcity.com.au  
General enquiries 1300 000 928

**SS-0115**

**1 What is your intended use of the recycled water?**

- construction work       dust suppression       road work       irrigation
- other, please describe in detail

**2 What is your intended use of the recycled water?**

new approval      *go to question 5*

amendment      existing permit number

**3 Have any of your details changed?**

contact details      *complete question 6 and submit to Council*

vehicle details      *complete question 10 and submit to Council*

**4 Are you operating as an owner operator or a company?**

owner operator       company       other

**5 What are you contact details?**

Legal name

Trading name

Contact name  ABN/ACN

Phone number  Fax no

Mobile number (manager or equivalent)

yes      **Do you agree to the above phone number being used by Council to SMS recycled water notification?**

no      *Please be advised that by ticking the 'No' box you will not be made aware of any quality and supply issues that may arise.*

Email address

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Postal Address


Street Address (if different to postal)


**6 What are the names of your authorised recycled water carrier drivers? Please provide their names and recycled water identification card number.**

Name	Card Id	Name	Card ID
1		7	
2		8	
3		9	
4		10	
5		11	
6		12	

**7 Please tick if you require more space for driver’s details.**

print, complete and attach another copy of this form with the additional details only

**8 Do you have any drivers who require recycled water training?**

yes     no

**9 Please provide details of your recycled water vessels/vehicles that you wish to register with Council. New customers will not have an access device number allocated.**

Registration number	Vehicle capacity	Backflow permit	Access device number	Brought	Sold

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**10 Please tick the box if you require more space for vehicles.**

print, complete and attach another copy of this form with the additional details only

**11 Declaration of your intention to enter into an approval with Council**

I, the applicant, declare

- a) I am authorised to make this application.
- b) All of the information supplied on this application is true and correct.
- c) I have read and understood the relevant recycled water product information sheets.
- d) I have read and understood the Recycled Water Management Plant for Water Carriers available at goldcoastcity.com.au.
- e) I have attached proof of current Public Liability Insurance to a minimum of \$10,000,000.
- f) I have attached proof of current backflow certification.
- g) I agree to be bound by all the terms and conditions provided with this application form.

Name of applicant	<input type="text"/>	Position	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

**Office use only**

Permit number	<input type="text"/>		
Access device issues	<input type="text"/>		
Access device issues	<input type="text"/>	Access device payment required	\$ <input type="text"/>

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1. Council agrees to supply the water carrier with recycled water from the delivery points.
2. The approval is non-transferrable and cannot be assigned.
3. By completing and submitting the application form, the water carrier has agreed to collect recycled water subject to these terms and conditions.

## Supply, delivery and use of recycled water

4. While Council will use all reasonable endeavours to ensure that recycled water is available for collection at the delivery points, the water carrier acknowledges and agrees that:
  - a) Council does not warrant or represent that it will guarantee a continuous supply of recycled water in the quantity required by the water carrier; and
  - b) The quantity of recycled water available to the water carrier at the delivery points may be influenced, reduced, interrupted or discontinued as a result of factors including but not limited to, fluctuations in demand from other water carriers or customers, changes in the law, any direction or decision of a competent authority, occurrence of an event or incident beyond the control of Council (e.g. accident, natural disaster, strike), the capacity of Council's infrastructure, the maintenance or failure of any plant and equipment and the cessation of supply due a breach of any law.
5. Council will use reasonable endeavours to notify the water carrier of any quality or supply issues which may arise and disrupt availability.
6. The water carrier shall only connect to Council infrastructure at the delivery points.
7. Responsibility for the recycled water will pass to the water carrier at the delivery point.
8. The water carrier must ensure that a recycled water vehicle used to carry recycled water shall not be used to deliver any water product other than recycled water specified in clause 1.
9. The water carrier acknowledges that Council is not responsible for, and releases Council from all liability for, any further treatment of the recycled water that the water carrier or customer may take or effect or any change in the quality of the recycled water once collected from the delivery point.
10. In accordance with the *Workplace Health and Safety Act 1995* the water carrier must ensure that each workplace where recycled water is delivered receives a copy of the product information sheet applicable for the use for which the recycled water was obtained.
11. The water carrier acknowledges and agrees that recycled water may only be used for the uses outlined in the applicable product information sheet.
12. The water carrier must ensure delivered recycled water is only used as outlined in the applicable product information sheet. It is the water carrier's responsibility to report any recycled water misuse to Council. Refer to the application form for contact details.

## Secured sites

13. The water carrier acknowledges it is aware that some delivery points are located in secured sites.
14. Council will provide a security card to persons approved by Council who have completed training in accordance with clauses 27 and 28 and have completed relevant application forms (available at [goldcoastcity.com.au](http://goldcoastcity.com.au)).

## Vehicle requirements

15. The water carrier must ensure that recycled water drawn from the delivery point is filled into a vehicle approved by Council.
16. The water carrier must ensure that an approved vehicle must:
  - a) be registered and maintained in good working order with all necessary licences and permits;
  - b) be fitted with an approved backflow prevention device that meets the requirements of AS3500; and
  - c) have all taps and fittings clearly identified as used for recycled water with signage indicating 'Recycled Water – Do not drink'.
17. The water carrier must ensure that the following signage (as supplied by Council) must be prominently displayed on an approved vehicle:
  - a) rear of vessel: Gold Coast City Council Recycled Water Permit sticker;
  - b) sides of vessel: 'Recycled Water' sticker;
  - c) current backflow certification sticker;
  - d) 'Recycled Water – do not drink' stickers; and
  - e) any additional signage as required under law or by Council.
18. The water carrier must maintain one logbook per approved vehicle detailing the following information for each load of recycled water collected from a delivery point:
  - a) date of collection;
  - b) delivery point from which collected;
  - c) address to which recycled water was delivered;
  - d) volume delivered to each address; and
  - e) name of the driver.
19. The logbook specified in clause 18 must be kept in the approved vehicle at all times when transporting recycled water and must be kept for twelve (12) months after the final entry.
20. The water carrier must ensure the approved vehicle complies with the Transport Operations (Road Use Management – Mass, Dimensions and Loading) Regulation 2005 (QLD) and any other State or Federal laws in relation to the loading and operation of vehicles.
21. The water carrier must notify Council of the sale or registration change of any approved vehicle. Approval by Council of an approved vehicle ceases without notice or action of Council on the sale of the approved vehicle or on any other registration change without the prior written approval of Council.

## Access devices

22. Subject to clause 25, Council will provide an access device to each approved vehicle. The water carrier agrees that an access device must only be used for the approved vehicle in respect of which the access device is issued.
23. The water carrier acknowledges that access devices are non-transferrable, unless with the prior written consent of Council, and it is the responsibility of the water carrier to ensure that lost, stolen or damaged access devices are immediately reported to Council. The water carrier must cooperate in any investigation into lost, stolen or damaged access devices.
24. The water carrier acknowledges and agrees that it is responsible for all charges against the access device and all use and misuse of access devices.

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25. Access to recycled water will not be granted until the application fee for each access device has been received by Council and all corresponding documentation has been provided and approved by Council.
26. Access device fees are non-refundable.

## Training

27. The water carrier agrees to ensure that the water carrier and all persons engaged by or on behalf the water carrier to collect, transport or deliver recycled water undertake Council's recycled water training course and, where applicable or required by Council, site induction. Following successful completion of the training, each attendee of the training course will be issued with an identification card which must be carried on person whilst collecting, transporting and delivering recycled water. The water carrier must, if required by Council at any time, ensure that the water carrier or any person engaged by or on behalf of the water carrier to collect, transport or deliver recycled water retakes the training course and, where applicable or required by Council, site induction.
28. The water carrier must ensure that all employees, agents, contractors and sub-contractors have undertaken training as specified in clause 27 before taking recycled water from a delivery point or transporting or delivering recycled water.

## General environmental duty

29. The water carrier must comply with its obligations under all laws, including the *Environmental Protection Act 1994* (including the general environmental duty) in respect to the collection, transport, delivery, supply, use and irrigation of the recycled water.
30. The water carrier must ensure that recycled water is used in a way that:
  - a) complies with the general environmental duty;
  - b) prevents environmental harm or public health incidents;
  - c) ensures environmental sustainability of the disposal of recycled water; and
  - d) protects the environmental values of water.
31. The water carrier must advise the customer, Council and the Department of Environment and Resource Management immediately if it becomes aware of:
  - a) any public or staff health incidents potentially related to the collection, transport, delivery, supply, use or irrigation of recycled water;
  - b) any overflows or leakage of recycled water into water or onto land adjoining the customer's land; or
  - c) any environmental harm possibly caused by recycled water

## Compliance auditing

32. The water carrier agrees to participate in compliance audits by Council, or coordinated by Council. Audits will assess the water carrier's compliance with these terms and conditions and with any relevant legislation.
33. Any breach of these terms and conditions will be deemed to be taking water without an approval. An infringement notice may be issued to the water carrier for the offence of taking water without an approval under the *Water Supply (Safety and Reliability) Act 2008*. The infringement fee is \$500. Additionally, Council may

cancel the approval. While the water carrier is in breach of these terms and conditions, the water carrier is not permitted to, and must not, take, collect, transport, deliver, supply, use or irrigate recycled water.

## Measurement of volumes

34. Council will supply, install, maintain and calibrate a flow meter at the delivery point for the purpose of measuring and recording the volumes of recycled water supplied to the water carrier. Calibration will be undertaken when deemed reasonably necessary by Council in accordance with the *National Measurement Act 1960* (Cth).
35. The quantity calculated pursuant to clauses 34 will be accepted by the parties as the amount of recycled water supplied for the relevant period measured.
36. Recycled water volumes will be logged electronically through the automated filling stations.

## Insurance

37. The water carrier will, during the term of the approval:
  - a) obtain and maintain public liability insurance for a minimum cover of \$10 million per claim covering all of the risks and obligations of the water carrier (and any of its employees, agents, contractors and sub-contractors); and
  - b) Produce evidence of the currency and adequacy of such public liability insurance before collecting recycled water for the first time, and when reasonably required by Council.
38. The water carrier indemnifies Council from and against all actions, claims, losses, damages and expenses arising from or related to:
  - a) failure by the water carrier to observe, fulfil and comply with the requirements of the approval;
  - b) a negligent or wilful act or default by the water carrier or its employees, agents, contractors or sub-contractors;
  - c) quality of recycled water supplied (except to the extent caused by the negligent or wilful act or default of Council); and
  - d) a liability arising from the water carrier's collection, transportation, delivery, use, on-supply or subsequent customer application of recycled water.

## Termination

39. Either party may terminate the approval upon fourteen (14) days' notice to the other party in writing.
40. The water carrier agrees that any breach of these terms and conditions will entitle Council to vary or terminate the approval immediately by notice in writing to the water carrier.
41. The approval expires on 1 July 2013 or at the end of the approval period, whichever is the earliest.
42. If, after the expiry date, Council continues to supply recycled water to the water carrier, the approval will be deemed to continue until the date which is one (1) month after the expiry date.

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## Privacy and personal information

43. Council will comply with the *Information Privacy Act 2009* including with respect to the collection, storage, security, use, amendment, accuracy, disclosure of, and access to, personal information to the extent that Council collects or has access to personal information in order to supply the water carrier with recycled water under the terms of the approval.
44. Council will collect, use and disclose personal information in order to supply the water carrier with recycled water under the terms of the approval and ensure compliance by the water carrier with its obligations under these terms and conditions.

## General

45. The water carrier acknowledges that Council (or any person acting on Council's behalf) has not made any representation or other inducement to it to apply for the approval, except for representations or inducements expressly set out in the approval or these terms and conditions.
46. The water carrier acknowledges and confirms that it has not applied for the approval in reliance on any representation or other inducement by or on behalf of Council, except for representations or inducements expressly set out in the approval or these terms and conditions.
47. If at any time a provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
  - a) the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions; or
  - b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.
48. These terms and conditions are governed by and must be construed according to the law applying in Queensland.
49. Each party submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to these terms and conditions.
50. Subject to the other covenants of these terms and conditions, the rights and obligations of the water carrier and Council pursuant to these terms and conditions are in addition to and not in derogation of any other right or obligation between them under any other agreement to which they are parties or under which they are entitled to benefit.
51. If either party fails or delays the exercise or enforcement of a right, power or remedy provided by law or under these terms and conditions, this will not prevent the party from exercising or enforcing that or any other right, power or remedy provided by law or under these terms and conditions.
52. A waiver or consent given by a party under these terms and conditions is only effective and binding on that party if the party confirms it in writing.
53. No waiver of a breach of these terms and conditions operates as a waiver of another breach of the same term or of any other breach of these terms and conditions.

54. These terms and conditions may only be varied in writing by a document signed by the parties.

## Definitions and interpretation

55. In these terms and conditions:

**Application form** means the form completed and signed by the water carrier to which these terms and conditions are attached.

**Approval** means the approval by Council for the water carrier to draw recycled water under these terms and conditions.

**Approval period** means the period for which the water carrier has been granted approval or certification for the backflow prevention device for the approved vehicle.

**Approved vehicle** means a vehicle approved by Council for the carriage of recycled water by the water carrier for the purposes of the approval.

**Competent authority** means any State or Commonwealth government department or agency having jurisdiction with respect to or able to exercise powers or functions with respect to the use and management of recycled water.

**Customer** means a customer of the water carrier to whom the water carrier supplies recycled water.

**Delivery points** means those recycled water filling stations (as identified in the relevant product information sheets) which the water carrier has nominated in section 1 of the application form as requiring access to.

**Expiry date** means the date on which this approval expires as specified in clause 41.

**Environment** has the meaning given in Section 8 of the *Environmental Protection Act 1994*.

**Environmental harm** has the meaning given under Section 14 of the *Environmental Protection Act 1994*.

**Product information sheet** means a product information sheet about use of recycled water published by Council (available at [goldcoastcity.com.au](http://goldcoastcity.com.au)).

**Recycled water** means the treated wastewater supplied by Council as recycled water from its wastewater treatment plant.

**Water carrier** means the person or entity whose name is set out in section 6 of the application form.

**Wastewater** means water discharged to a wastewater network from residential, industrial, commercial and municipal activities.

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## Interpretation

In these terms and conditions (unless the context indicates a contrary intention):

- a) headings are for convenience only and do not affect interpretation;
- b) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- c) a reference to the water carrier includes the water carrier's executors, administrators, successors and assigns, including persons taking by way of novation;
- d) a reference to a document (including these terms and conditions) is to that document as varied, novated, ratified or replaced from time to time;
- e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, section, schedule, exhibit, attachment or annexure to or of these terms and conditions or the approval form, and a reference to these terms and conditions or the application form includes all schedules, exhibits, attachments and annexures to them; and "includes" in any form is not a word of limitation.