

Water Cartage Contractor
SMART CARD ORDER FORM
 Urban Water Filling Points



APPLICANT DETAILS

Customer name

Trading name Contact name

Postal address

Contact number Mobile Number

Email

Fax ABN

Customer Account number (if existing customer)

VEHICLE DETAILS & FACILITY REQUIRED

	Registration number	Make	Model	Tank Capacity	Domestic Drinking Delivery - Y/N	Smart Card Required Y/N	Initial Credit \$
1							
2							
3							
4							
5							

Total credit applied for \$

Card fees (\$30 per card) \$

Total - included with application \$

APPLICANT DECLARATION

I verify that vehicles used for delivery of domestic drinking water have been certified with the relevant council health officer Please tick

I have read, understood and agreed to the conditions laid out by Ben Lomond Water on the reverse side of this form Please tick

Signature

Date

Print full name

Mail to: Ben Lomond Water
 PO Box 745
 Launceston TAS 7250

Email: enquiries@blwater.com.au
 Phone: 13 MYWATER (136992)

OFFICE USE ONLY

Date Received Receipt no

Amount Received Customer no

how to contact us



13 6992 (13 MYWATER)
www.benlomondwater.com.au
enquiries@blwater.com.au
PO Box 745 Launceston TAS 7250

payment options



in person

At Ben Lomond Water's Customer Service Centre, 36-42 Charles Street Launceston



mail

Payments by credit card or cheque can be made using the below payment slip and posting to:
Ben Lomond Water - Water Carter Administration
PO Box 745
Launceston TAS 7250

Cheques should be made payable to **Ben Lomond Water**
Please note that post dated cheques will not be accepted.

payment slip

I enclose my cheque money order

OR

Please do not attach cheque or money order with staples or pins

card type Mastercard Visa

card number

name shown on card

expiry date

amount paid

\$

Send to:

Ben Lomond Water - Water Carter Administration
PO Box 745
Launceston TAS 7250

signature

1. IT IS AGREED BETWEEN THE PARTIES:

Ben Lomond Water agrees to permit the Customer to access water from its water supply infrastructure provided that the following terms and conditions are complied with at all times.

2. TERM

The term of this Agreement shall be one (1) year from the date hereof. After the expiry of the term this Agreement shall continue to subsist on a monthly basis until either party gives notice of its termination in writing to the other party or a new agreement to replace this one is signed by both parties.

3. ACCESS

Ben Lomond Water will identify and make available to the Customer Urban Water Filling Points from which the customer may access water. No other access points may be used for extraction of water other than as directed by Ben Lomond Water.

Vehicular access to the water points shall be entirely and at all times at the Customer's own risk.

Nominated water Filling Points may be altered, regulated, restricted and or use otherwise prevented at Ben Lomond Water's absolute discretion. The Customer agrees to comply with any advice of alterations or supply restrictions to any site as may be advised from time to time by Ben Lomond Water.

4. PURCHASE OF WATER

4.1 Ben Lomond Water shall provide the Customer with a pre-paid smart card on provision of this application and payment of applicable fees. The smart card will permit access to water from the Customer urban Water Filling Points.

4.2 The customer can top up the card at Ben Lomond Water's Charles St Office at a rate per volume determined by Ben Lomond Water from time to time and advertised in "The Examiner" and on the Ben Lomond Water website for each respective financial year. 4.3 The customer is responsible for the security of the card at all times and Ben Lomond Water will not reimburse for any loss resulting from the loss or theft of the card.

5. COSTS

The Customer will be responsible for all Ben Lomond Water's costs (legal and otherwise, including on a solicitor/client basis) incurred in the collection and recovery of any unpaid amounts owing for water supplied pursuant to this Agreement.

6. PUBLIC LIABILITY INSURANCE

At all times during the term of this Agreement and any extension and renewal thereof the Customer shall maintain a current public liability insurance policy which cover extends to the supply of water, taking of water and all other activities contemplated by this Agreement which policy shall be for an amount of not less than Five million Dollars (\$5,000,000.00) for any single event, or series of claims arising from a single event. The Customer shall evidence the currency of the said insurance policy whenever Ben Lomond Water demands so.

7. NO GUARANTEE OF SUPPLY

Ben Lomond Water does not guarantee that there shall be a supply of water available to the Customer and does not guarantee any quantity of supply. Ben Lomond Water shall not be liable for any interruption to the supply of water to the Water Delivery Point incurred for any reason whatsoever including but not limited to interruptions occasioned by essential maintenance and modifications to the water supply system. Except in cases of emergency, Ben Lomond Water shall give the Customer reasonable notice of any such interruption to water supply. No compensation shall be payable by Ben Lomond Water for such an interruption to supply.

8. NO PUMPING OF WATER

The Customer shall not pump water from Ben Lomond Waters Mains. Any and all water taken by the Customer must be taken by means of gravitational feeding from Ben Lomond Water's water supply system.

9. POTABLE WATER

Subject to clause 9 of this Agreement, Ben Lomond Water undertakes that any water supplied at the Water Delivery Point shall be of a potable water standard, unless the customer is notified otherwise. Notwithstanding the provisions of this clause, the Customer acknowledges that chlorine present in the treated water may react with common rainwater tank contaminants to cause unusual tastes and/or odour to be present in the water and the Customer shall advise its customer of this possibility.

10. CUSTOMER TO MAINTAIN POTABLE WATER STANDARDS

The Customer shall be responsible for maintaining the potable water standard for any water sold by the Customer as potable water. The water carrier shall possess a letter of approval issued by Council EHO pursuant to the Public Health Act Water Quality Guideline for each vehicle so used

11. TERMINATION OF AGREEMENT BY BEN LOMOND WATER

11.1 Ben Lomond Water has the right to terminate this Agreement in the event of any of the following events:

- (a) If payment of the amount invoiced to the Customer is not made within thirty (30) days from the date of issue of that invoice.
- (b) If the Customer or an employee, agent or sub-contractor or any person claiming to be authorised by the customer damages Ben Lomond Water's water supply facilities at the water filling point or pumps water from the water filling point.
- (c) If the Customer attempts to gain access to water without maintaining proper log books and records of usage
- (d) If the Customer does not maintain a Certificate of Health and all other licences and permits required at law for the vehicles being used to sell potable water to third parties.
- (e) If the Customer has failed to maintain hygienic conditions for the transport of potable water purchased from the Ben Lomond Water for supply as potable water to third parties, as may be advised to Ben Lomond Water by respective local Council.
- (f) If the Customer becomes insolvent or Ben Lomond Water has reasonable cause to believe that the Customer will default on payment of amounts currently owing.
- (g) If Ben Lomond Water otherwise determines to cease the availability or otherwise alter the supply of water by these means.
- (h) In the event of termination of this Agreement Ben Lomond Water shall not be liable for any loss suffered by the Customer or any third party.

12.2 Notice of termination of the Agreement by Ben Lomond Water shall be deemed to be served when written notice of Ben Lomond Water intention to terminate this Agreement is either handed to the Customer in person or two (2) days after posting with Australia Post to the address of the Customer as stipulated above, whichever occurs first.

13. TERMINATION OF AGREEMENT BY CUSTOMER

The Customer may give notice of intention to terminate this Agreement at any time. The termination shall not be effective until:

- a. all moneys owing to Ben Lomond Water have been paid; and
- b. all damages payable by the Customer under this Agreement