

# Standpipe Hire Contract

## Section 1: Applicant Details

(please print in BLOCK letters)

Hirer: \_\_\_\_\_

ACN / ABN (if applicable): \_\_\_\_\_

Trading name: \_\_\_\_\_

Property address: \_\_\_\_\_  
\_\_\_\_\_

Billing address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_

Drivers licence number: \_\_\_\_\_

## Section 2: Hydrant Use Details

Icon Water standpipes are only permitted for use in the ACT. Please tick the box that applies:

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Construction work | <input type="checkbox"/> Irrigation   |
| <input type="checkbox"/> Maintenance work  | <input type="checkbox"/> Filling pool |
| <input type="checkbox"/> Filling tanker    | <input type="checkbox"/> Other:       |

## Section 3: Standpipe Details

Commencement of hire period: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

- Ongoing hire

An initial term of 12 months and continuing for further terms of 12 months until this contract is terminated by either party in accordance with its terms.

- End of hire period: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

### Standpipe

The selected metered standpipe (or any replacement standpipe issued under the terms of this contract)

Size:

- 32mm small
- 32mm large - tankers/vessels <8kL
- 65mm - only tankers >8kL - tanker must be inspected at Icon Water Mitchell.

SP Number SP \_\_\_\_\_ / \_\_\_\_\_

Meter reading at issue \_\_\_\_\_ kilolitres (kL)

## Section 4: Tanker Information (If applicable)

Tanker vehicle registration: \_\_\_\_\_

State: \_\_\_\_\_ Tanker capacity: \_\_\_\_\_

Names of competent operators: \_\_\_\_\_  
\_\_\_\_\_

- All operators have viewed the [Hiring and operating an Icon Water Standpipe video](#).

## Section 5: Rates and Hire Charges

### Hire charge

The hire rate set out in Icon Water's current schedule of charges for the relevant hire period as at the date of the relevant invoice (as amended from time to time in accordance with determinations made by the ICRC) and found at [iconwater.com.au](http://iconwater.com.au)

### Supply charge

Charges for the supply of water at the rate per kilolitre set out in Icon Water's schedule of charges as at the date of the relevant invoice (as amended from time to time in accordance with determinations made by the ICRC) and found at [iconwater.com.au](http://iconwater.com.au)

### Other fees and charges

Payable by the Contractor as set out in Schedule 1

## Section 6: Authorisation

Executed as an agreement

I the undersigned, declare that the information given on this application is true and correct and I am authorised to sign this form on behalf of the company. The company agrees to the conditions of hire.

Signed by an authorised person on behalf of the Hirer

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signed by an authorised person on behalf of Icon Water

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Section 7: Documentation

Please provide the following documentation to Icon Water:

This contract, completed and signed

Proof of Identification (Business card, driver licence)

### Office use only

Hire fee paid \$ \_\_\_\_\_

Sent to Retail Billing

Scanned to Standpipe Contracts Library

Actioning Officer \_\_\_\_\_

Account # \_\_\_\_\_

Customer # \_\_\_\_\_

Block 0000 Section \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## Recitals

- A. Icon Water owns a portable metered hydrant standpipe as specified in the Details (Standpipe) and requisite water infrastructure in the Australian Capital Territory.
- B. The Hirer wishes to hire and use the Standpipe for the purposes of conducting its business.
- C. Icon Water has agreed to hire to the Hirer the Standpipe and allow the Hirer to use the Standpipe to take water by measure on the terms of this contract.
- D. The Hirer has agreed to hire the Standpipe from Icon Water, pay the associated fees and charges and use the Standpipe only in accordance with the terms of this contract.

- (a) all operating instructions provided by Icon Water at the time of hire or available on its website at [iconwater.com.au](http://iconwater.com.au); and
- (b) any Icon Water direction provided during the hire period.

Without limiting any other remedy Icon Water may have, the Hirer acknowledges that any failure to do so may render the Hirer liable to prosecution under section 124 of the Utilities Act 2000, for interference with the Icon Water network water mains.

3. The Hirer must use the Standpipe only on hydrants connected to the Icon Water network water mains. This means that the Standpipe may not be used in Queanbeyan, NSW, or anywhere else outside the ACT.

## Conditions of Hire

### Part A Use and operation

#### Who may operate a standpipe?

1. The Hirer must not permit any person to operate and use the Standpipe unless that person:
  - (a) is an employee, agent, officer or contractor of the Hirer (Hirer Personnel);
  - (b) is named in the Details; and
  - (c) has satisfied Icon Water's training requirements concerning the operation and use of standpipes, and the protection of Icon Water's network.

#### Conditions of use

2. The Hirer and persons authorised to operate the Standpipe must do so in accordance with:

#### Title and risk

4. The Standpipe remains at all times the absolute property of Icon Water and the Hirer agrees that it has no proprietary rights or interests in the Standpipe.
5. All risk in the Standpipe passes to the Hirer on delivery, and, subject to the terms of this contract, only reverts when returned to Icon Water.

#### Water use and quality

6. The Hirer must comply with all applicable laws relevant to the use of the Standpipe or use of water drawn from Icon Water's water network via the Standpipe (including any water restrictions in force).
7. Every precaution must be taken by the Hirer to prevent the wastage of or pollution of water. The Hirer is responsible for any infringement of statutory or environmental requirements by the Hirer or the Hirer Personnel.

8. While Icon Water accepts responsibility for the quality of water provided directly from the main, the Hirer is solely responsible for:
- (a) the quality of water on the Hirer's side of the Connection Point, to ensure that it is fit for its intended use, either by the Hirer or any other person, free from contamination, and complies with all statutory requirements and applicable health standards. The Connection Point is the hydrant mushroom valve depressed by the standpipe when it is connected;
  - (b) ensuring that at all times the Hirer and the Hirer Personnel do not affect the quality of water in Icon Water's mains or otherwise damage the property of Icon Water or a third party (for example, through circumstances including but not limited to back-flow from contaminated containers); and
  - (c) complying with ACT Health's and other relevant health authority requirements, including but not limited to any ACT Health information provided by Icon Water at the time of hire or available on its website at [iconwater.com.au](http://iconwater.com.au).

Icon Water may, upon request from the Hirer and upon payment of an agreed additional fee, test the quality of water before it is used or on-supplied by the Hirer.

#### Operational requirements

9. Before connecting the Standpipe to a water main, the Hirer must undertake an assessment of all hazards associated with the use of the Standpipe and put in place appropriate measures to effectively manage backflow prevention and any other prospective risks, which may include fitting a suitable Backflow Prevention Device to the Standpipe. The Hirer must comply with Icon Water's requirements regarding backflow prevention including those provided by Icon Water at the time of hire or available on its website at [iconwater.com.au](http://iconwater.com.au).
10. The Standpipe must be protected from damage at all times. The Standpipe must not be left unattended whilst fixed to the hydrant.
11. The Hirer must:
  - (a) ensure that the Standpipe is in good working condition and must ensure it is properly stored, cleaned and handled;
  - (b) ensure that when the Standpipe is to be transported, it is properly secured prior to transportation;
  - (c) promptly notify Icon Water if the Standpipe is lost or stolen. In the event of theft a police report

or incident number is required at the time of notification;

- (d) promptly return the Standpipe to Icon Water:
  - i. if it is damaged or the meter fails to register;
  - ii. for maintenance or replacement when requested by Icon Water; and
  - iii. within one week after the end of the hire period.

12. The Hirer must immediately or as soon as practicable comply with all instructions given by Icon Water with regard to the use of the Standpipe and the use of water from the Standpipe.
13. The body, operating mechanism, meter, back flow device (if supplied) and serial number on the Standpipe must not be altered or tampered with in any way.
14. Without limiting any other remedies of Icon Water, the Hirer must meet the cost of replacement or repair to a standpipe, hydrant or Icon Water network water main damaged by the Hirer, the Hirer Personnel or others, or if the Standpipe is lost or stolen. The cost is to be paid to Icon Water within 21 days of a written demand from Icon Water to do so. For reference purposes only, the indicative replacement costs of standpipes are listed in Schedule 1.

## Part B Fees and charges

### Reading of the Standpipe meter

15. The Hirer must:
  - (a) on the last business day of each week read the meter and then fill out a reading sheet (in the form attached at Schedule 2). Replacement reading sheets are available on the Icon Water website;
  - (b) on or around 1 September, 1 December, 1 March and 1 June, and otherwise when requested, fill out the online reading sheet available on the Icon Water website. Icon Water may request the Hirer to use an alternative method to notify Icon Water of readings; and
  - (c) on request by Icon Water at any time, bring the Standpipe to Icon Water or make the Standpipe available to Icon Water for meter reading.
16. The Hirer is responsible for ensuring that the meter attached to the Standpipe is working and records water usage during the hire period. If the Hirer becomes aware that the meter is not working correctly, it must notify Icon Water by the close of business on the next business day to arrange for a replacement standpipe.

17. The Hirer may be charged on the basis of an estimated consumption determined by Icon Water if:
- (a) the Hirer fails to submit its reading sheet or otherwise advise of its meter readings when required under this contract;
  - (b) the meter on the Standpipe fails to register for any period; or
  - (c) the meter on the Standpipe is not working correctly, as determined by Icon Water.
  - (c) the meter on the Standpipe is not working correctly, as determined by Icon Water.
- i. within 14 days of receipt of a tax invoice from Icon Water based on meter readings made by the Hirer in accordance with this contract or, where applicable, based on estimated consumption determined by Icon Water; and
  - ii. on the Hirer's return of the Standpipe to Icon Water at the end of the hire period or, where agreed by Icon Water, within 14 days of receipt of a tax invoice from Icon Water, based on the increase in the meter reading (if any) since the last payment received or, where applicable, based on estimated consumption determined by Icon Water.

### Fees and charges payable

18. The Hirer agrees to pay Icon Water:

- (a) the Hire Charge set out in the Details calculated on a daily basis;
- (b) the Supply Charges set out in the Details; and
- (c) where applicable, the other fees and charges set out in this contract, including in Schedule 1.

19. In relation to Hire Charges:

- (a) if the Hirer has hired the Standpipe for 3 months or less, it must pay the Hire Charge on return of the Standpipe to Icon Water at the end of the hire period. This charge is to be paid by the Hirer on the date of return, or, where agreed by Icon Water, within 14 days of receipt of a tax invoice from Icon Water.
- (b) if the Hirer has hired the Standpipe for more than 3 months it must pay the Hire Charge:
  - i. within 14 days of receipt of a tax invoice from Icon Water; and
  - ii. on the Hirer's return of the Standpipe to Icon Water at the end of the hire period or, where agreed by Icon Water, within 14 days of receipt of a tax invoice from Icon Water.

20. In relation to Supply Charges:

- (a) if the Hirer has hired the Standpipe for 3 months or less, it must pay the Supply Charges on return of the Standpipe to Icon Water at the end of the hire period. These charges are to be paid by the Hirer on the date of return, or, where agreed by Icon Water, within 14 days of receipt of a tax invoice from Icon Water.
- (b) if the Hirer has hired the Standpipe for more than 3 months it must pay the Supply Charges:

21. If the Hirer fails to:

- (a) submit its reading sheet or otherwise advise of its meter readings when required under this contract; or
- (b) promptly notify Icon Water after the Hirer becomes aware that the meter is not working correctly in accordance with clause 11,

the Hirer must also pay to Icon Water an additional fee of \$70 due to the extra administrative costs incurred by Icon Water in requesting provision of late meter readings and/or estimating the Supply Charges.

### Taxes, duties and interest

22.

- (a) In this clause 22, a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in that Act.
- (b) If a party (Supplier) makes a supply under or in connection with this contract in respect of which GST is payable, the recipient of the supply (Recipient) must pay to the Supplier an additional amount equal to the GST payable on the supply (GST Amount).
- (c) If a party is required to reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 22(b).
- (d) If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under clause 22(b) such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will

provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 22(b). If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 14 days after becoming aware of the adjustment.

- (e) A party need not make a payment for a taxable supply made under or in connection with this contract until it receives a tax invoice for the supply to which the payment relates.

- 23. The Hirer agrees to pay all stamp duty and hire duty (including fines and penalties) payable in relation to this contract and in respect of a transaction evidenced by this contract. The Hirer shall not be liable for fines or penalties to the extent, if any, that they result from actions or delays of Icon Water.
- 24. Any amount payable by the Hirer under the terms of this contract which is not paid by the due date is a debt due to Icon Water and will incur interest from the original due date until the date on which the debt is paid. The interest rate at which this debt will be charged is 8.5%. The Hirer will also be liable for all costs Icon Water incurs, directly or indirectly, in recovering a debt owed under this contract.

## Part C General

### Breach and termination

- 25. The Hirer may terminate this contract at any time by returning the Standpipe to Icon Water and paying all outstanding charges.
- 26. Icon Water may terminate this contract:
  - (a) at any time for any reason by giving one month's notice in writing to the Hirer; or
  - (b) immediately if:
    - i. there is any use or attempted use of the Standpipe by a third party or any person who is not listed as an operator in the Details;
    - ii. the Hirer does not comply with its obligations under this contract; or
    - iii. the Hirer becomes bankrupt or insolvent (as applicable).
- 27. On termination of this contract:
  - (a) the Hirer is not entitled to any compensation as a

result of termination of this contract;

- (b) the Hirer must return the Standpipe to Icon Water. If the standpipe is not returned within seven (7) days of the date of termination of this contract, Icon Water or its authorised representative may enter the Hirer's premises and remove the Standpipe. The Hirer will be liable to pay the cost of retrieval, at the rate set out in Schedule 1; and
- (c) The Hirer must pay all fees and charges payable under the terms of this contract.

This clause survives the termination of this contract.

### Icon Water's rights to enter

- 28. Icon Water or persons it authorises may enter the Hirer's premises at reasonable times following reasonable notice:
  - (a) to inspect the condition of the Standpipe;
  - (b) to read the Standpipe meter;
  - (c) to see that the Hirer is complying with its obligations under this contract; and
  - (d) to exercise any other rights of Icon Water under this contract.
- 29. If the Hirer or the Hirer Personnel operate a water carting vehicle in the Australian Capital Territory or surrounding region, the Hirer and the Hirer Personnel will permit any person authorised by Icon Water under section 114 of the Utilities Act 2000 to examine the relevant water carting vehicle for the purpose of locating and checking any standpipes being carried on or within the vehicle, whether or not those standpipes are the Standpipe under this contract.

### No agency

- 30. The Hirer is not and must not represent itself as part of, or as a representative of, Icon Water.

### No assignment

- 31. This contract grants rights which are personal to the Hirer and such rights are not transferable. The Hirer must not:
  - (a) assign or otherwise deal with its rights under this contract; or
  - (b) sell, assign, pledge, mortgage, let on hire, sub-hire, lease, loan or otherwise part with possession of, permit any other person to use, or otherwise deal with, the Standpipe.

## Indemnity

32.

- (a) The Hirer will at all times indemnify, hold harmless and defend Icon Water, its officers and employees (referred to in this clause as those indemnified) from and against any loss, including:
- i. loss of, or damage to, property of Icon Water, including the Standpipe;
  - ii. claims by any person in respect of personal injury or death;
  - iii. claims by any person in respect of loss of, or damage to, any property; and
  - iv. costs and expenses including the costs of defending or settling any claim referred to in clause 32(a)ii or clause 32(a)iii, arising out of or in connection with:
  - v. any breach of this contract by the Hirer, or negligence on the part of the Hirer or the Hirer Personnel or wrongful or unlawful act or omission on the part of the Hirer or the Hirer Personnel; or
  - vi. any use or attempted use of the Standpipe by a third party or any person who is not listed as an operator in the Details; or
  - vii. any use of any water extracted from an Icon Water water main via the Standpipe, by any person (including but not limited to the Hirer, the Hirer Personnel and any of the Hirer's end users and customers).
- (b) The Hirer's liability to indemnify those indemnified under clause 32(a) will be reduced proportionally to the extent that any negligent act or omission of Icon Water contributed to the loss.

## Notices

33. Unless expressly stated otherwise in this contract, all notices, certificates, consents, approvals, waivers and other communications (Notices) in connection with this contract must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.
34. Notices must be:
- (a) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;
  - (b) sent by fax to the fax number set out or referred to in the Details; or

- (c) in relation to changes to Icon Water's Schedule of Charges only, published in a newspaper circulating in the Australian Capital Territory.

35. However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.
36. Notices take effect from the time they are received unless a later time is specified.
37. If sent by post, Notices are taken to be received 3 days after posting (or 7 days after posting if sent to or from a place outside Australia).
38. If sent by fax, Notices are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.
39. If the notice is by publishing in a newspaper circulating in the Australian Capital Territory, Notices are taken to be received 14 days after being first published in the relevant newspaper.
40. Despite clauses 37 and 38, if a Notice is received after 5.00pm in the place of receipt or on a non-business day, the Notice is taken to be received at 9.00am on the next business day.

## Personal Property Securities Act 2009

41. Icon Water may allocate any amount or payment received from the Hirer in any manner it determines, but in default will apply that amount first to the payment of any unsecured amount owing to Icon Water, next as to any reasonable enforcement expenses and then as to any secured balance owing.
42. The Hirer will not allow to be perfected or attached in favour of any person, a security interest or transitional security interest in any of the monies from time to time payable to Icon Water, or in any property belonging to Icon Water, including the standpipe, whether to a provider of new value or otherwise.
43. The Hirer waives its rights to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to any security interests under this contract.
44. The Hirer agrees to do anything reasonably required by Icon Water to ensure that Icon Water at all times has a continuously perfected security interest over all of Icon Water's property, including the standpipe.

## Governing law

45. The laws of the Australian Capital Territory govern this contract. Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

## Schedule 1

### Fees and Charges payable by the Hirer

#### A. Retrieval Costs

Icon Water will charge the Hirer a rate of \$130.00 per hour plus GST for any retrieval processes or actions it undertakes concerning the Standpipe, in accordance with the Contract.

#### B. Indicative replacement costs of standpipes

Following is an indicative replacement cost for a standpipe (according to its meter size). This is the estimated minimum amount that the contractor will have to pay Icon Water for replacement of the Standpipe:

<b>Meter size</b>	<b>Replacement Cost at 1 July 2014 (inclusive of GST)</b>
Small 32 mm	Replacement cost - \$1083.40
Large 32 mm	Replacement cost - \$1600.40
65 mm	Replacement cost - \$1600.40

## Schedule 2

Standpipe Reading Sheet – SP\_\_\_\_/\_\_\_\_\_

Reading Year:

Initial reading:

MONTH	Reading week 1	Reading week 2	Reading week 3	Reading week 4	Reading week 5
January					
February					
March	Submit reading to Icon Water iconwater.com.au				
April					
May					
June	Present standpipe to Icon Water Mitchell for mandatory inspection				
July					
August					
September	Submit reading to Icon Water iconwater.com.au				
October					
November					
December	Submit reading to Icon Water iconwater.com.au				