

Water Carrier Application Form

 1300 086 489
  www.unitywater.com
  retail.compliance@unitywater.com
  PO Box 953, Caboolture QLD 4510

Customer Information ('You')

Customer/Business Name: _____ ABN or ACN: _____

Street Address: _____

Postal Address: _____

Telephone: _____ Email: _____

Service Required: Water Carrier Services: **Potable Water** **Recycled Water**

Authority to access information on Your behalf

You authorise the below nominated individuals to access information relating to Your account in relation to this Water Carrier Agreement. There are two levels of authority that can be granted, Account Authority and Full Authority¹. Please select the appropriate box.

Name		Name	
Position		Position	
Phone		Phone	
Email		Email	
Authority level	Account <input type="checkbox"/> Full <input type="checkbox"/>	Authority level	Account <input type="checkbox"/> Full <input type="checkbox"/>

Your E-billing details

Email Please specify email address for billing purposes _____

Your purpose for this Water Carrier Agreement

Purpose of water use _____

Your SMS preference

Optional - Please nominate mobile number/s to receive SMS regarding Water Carrier matters (24 hours)

Name		Name	
Mobile		Mobile	

Your vehicle and tank information

Please list all Your vehicles and tanks that will use the Standpipe. If there are more than four, please advise.

Registration	Make and model of vehicle	Tank capacity

Your Authorised Personnel

Authorised Personnel² accessing the water fill stations. If there are more than four, please advise.

Name of authorised personnel	Mobile Number	Recycled water training number (if applying for recycled water)

¹ Refer to Schedule 1 for definition of Account Authority and Full Authority / ² Refer to Schedule 2 for definition of Authorised Personnel

Certification Information – Documents to be submitted with Your Water Carrier Agreement

Your application will not be considered by Unitywater until the following documents are received by Unitywater:

1. Backflow Prevention inspection current certificate Yes
2. Public liability insurance current certificate Yes
3. Domestic Water Cartage licence (if relevant) Yes Not Relevant

Additional documents required for access to Recycled Water:

1. Recycled Water Training Ticket (copy) for each person nominated at Authorised Personnel
Yes Training delivered by Unitywater
If the training was delivered by Unitywater you are not required to supply training ticket copies.
2. Recycled Water Management Plan (template attached) Yes

Declaration

1. I (the person named below) certify that the information provided in this Water Carrier Application Form is true and correct and I am authorised to sign on behalf of the Customer named in this Water Carrier Application Form*.
2. I agree on behalf of the Customer that to the extent permitted by law, Unitywater may exchange information about the Customer's credit worthiness, standing, history or capacity with any credit reporting agencies, other credit providers, other suppliers, or Unitywater's agents and contractors.
3. I have read and understood this Water Carrier Agreement including: this Water Carrier Application Form, Schedule 1: General terms and conditions; Schedule 2: Water Carrier (recycled and potable) terms and conditions; and Schedule 3: Customer terms and conditions, and I agree to all the terms and conditions of this Water Carrier Agreement on behalf of the Customer named in this Water Carrier Application Form.
4. I have read and understood Pr10668 - Water Carrier Guide.

Name: _____ Position: _____

Signature: _____ Date: _____

**Provide written confirmation of the person's authorisation by the Customer to Unitywater*

Term of this Water Carrier Agreement

Commencement Date: 12:00am AEST on the date signed above by the Customer

Termination Date: 11:59pm AEST on 31 August 2027

Recycled Water Management Plan

You are to use the template below to develop your recycled water management plan.

Business Name:	
Proposed Use of recycled water:	
Class of recycled water You will use:	
Expected Volume to be used per month:	litres
How will You apply recycled water i.e. boom spray, poured	
Location of recycled water Use:	

Potential Hazards	Strategies for managing hazards
Health & Safety Hazards	<ul style="list-style-type: none"> Implement a recycled water management plan. Do not drink recycled water. Avoid direct contact with recycled water. Wear personal protective equipment as recommended. If using recycled water, wash hands with soap and potable water before eating, drinking or smoking and at the end of the working day. Carry a first aid kit in your vehicle. Wear waterproof gloves when handling recycled water. Report any incidents in a timely manner using the template available on the Unitywater website. Handle lifting and connecting hoses to avoid back injury, sprains and strains. <p>Other</p>
Environmental Hazards	<ul style="list-style-type: none"> Ensure that you do not allow ponding of recycled water. Do not allow your use of recycled water to result in water way contamination, erosion or soil salinity. Avoid spillage, leakage, run-off (to storm water drain) of recycled water. <p>Other</p>
Equipment and Skills	<ul style="list-style-type: none"> Maintain Appropriate licence i.e. vehicle licence. Undertake General Safety Induction (Construction Industry). Conduct Pre start inspections and inspect equipment before each use. Attend recycled water training as required. Receive instructions and documents in the safe use, handling and storage of recycled water. Ensure appropriate signage. Keep appropriate records. <p>Other</p>
Public Health Hazards	<ul style="list-style-type: none"> Be aware of exclusion or buffer zones. Restrict public access by: <ul style="list-style-type: none"> ✓ Allow minimum 30 metre buffer zone between public and the nearest public access point. ✓ Ensure no spray drift beyond boundaries. Control any drifting spray by, for example: ensuring low boom spray positions, using large size nozzles on spray equipment to create large droplets instead of mist, not using recycled water in windy conditions or consider use of vegetation screening. Do not irrigate with recycled water if there is a risk that the public will ingest, breathe or make skin contact with droplets. Refer http://unitywater.com/Water-services/Recycled-water-carriers.aspx for relevant information on the approved uses of recycled water classes. Comprehensive information provided under appropriate fact sheet. Do not store recycled water for longer than 24 hours. Disinfect your tanker as required if tank becomes smelly or when filling with different grades of water. <p>Other</p>
Other	<ul style="list-style-type: none"> Record keeping – tanker drivers or similar to maintain a complete record of recycled water movements (tanker logbook). Log books may include: <ul style="list-style-type: none"> ✓ date of collection, source of RW, intended end use, volume, any incidents. <p>Other</p>

Recycled Water Management Plan

Checklist of your requirements:

- Implement a recycled water management plan Yes No
- All tanker operators have attended Unitywater recycled water Training Yes No
- Store a fully stocked first aid kit in each tanker Yes No
- Awareness on how to use recycled water safely Yes No
- Use gloves when collecting or using class B recycled water Yes No
- Display recycled water and safety stickers on each tanker Yes No
- If recycled water is used on site, ensure signage is adequate and understandable, signage may include “recycled water in use” and “safety” signage Yes No
- Minimise the amount of water sprayed or spilled in public places Yes No
- Ensure a minimum 30 metre buffer zone between public and the nearest public access point – Class B Yes No
- Ensure no spray drift beyond boundaries of the recycled water usage site Yes No
- Ensure tanker is maintained and keep a record of maintenance Yes No
- Keep equipment used to draw water in good condition Yes No
- Disinfect each tanker before transporting different grades of recycled water Yes No
- All tanker operators are aware of how to complete the Unitywater incident report Yes No
- Ensure that your records keeping is adequate so that evidence can be provided in the event of an incident or audit Yes No
- Keep records of Fact Sheets provided to customers Yes No

Schedule 1: General terms and conditions

Parties

- The parties to this Agreement are the Northern SEQ Distributor-Retailer Authority, trading as Unitywater (ABN 89 791 717 472) of 6-10 Maud Street, Maroochydore, Qld 4558 ('Unitywater') and the customer described in the Application Form to this Agreement ('You').

Interpretation

- A person includes an individual, a body corporate, an unincorporated body or other entity.
- The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.
- The singular includes the plural and vice versa.
- If there is any inconsistency between this Agreement and any law, the law will prevail to the extent of the inconsistency.
- The reference to a document, instrument or law includes any amendments, revisions, renewals or reprints from time to time.
- Where a word is defined, any other grammatical form of that word has a corresponding meaning.
- The following descending order of precedence applies to the extent there is any ambiguity, conflict, discrepancy or inconsistency between the parts comprising this Agreement:
 - Schedule 3 of this Agreement;
 - Schedule 2 of this Agreement;
 - This Schedule 1;
 - the Application Form; and
 any other document forming part of this Agreement.

Term

- This Agreement commences on the Commencement Date and continues until the earlier of:
 - this Agreement being terminated by either party in accordance with the provisions of this Agreement; or
 - the Termination Date.

Definitions

- Account Authority** means the authority to review and discuss information contained in the Customer's account but not to amend or change the Customer's account or personal information in any way. No private or personal information will be discussed or disclosed under this authority.
- Agreement** means the agreement entered by the Parties, comprised of:
 - The Application Form;
 - Schedule 1; and
 - Schedule 2.
- Full Authority** means the authority to act on behalf of the Customer in all matters relating to the Customer's account. A person with this authority is able to review, discuss and change any information contained in the Customer's account, including personal information such as email address and bill delivery method. This includes online access to My Account where relevant.
- Authorised Personnel** means a person listed on page 1 of the Application Form, required to hold any additional licences and tickets set out in Schedule 2.
- Unitywater Service Area** – means the water supply areas of the City of Moreton Bay, Noosa Council and Sunshine Coast Council, as shown in Schedule 1 Annexure 1.

Services

- The Services are the Services identified in Your Application Form to this Agreement.
- This Agreement is not an exclusive arrangement and Unitywater is entitled to provide the same or similar Services to any other party without reference to You.
- You agree that this Agreement will be binding as soon as any of the following occurs:
 - You receive the Services from Unitywater; or
 - You begin performing Your obligations under this Agreement.
- Unitywater will supply the Services to You, according to the details of this Agreement.

- In addition to Your obligations under this Schedule 1: General terms and conditions, where the Services include water carrier services for potable or recycled water, You are to meet the terms and conditions in Schedule 2 of this Agreement.

Water supply

- If there is an unplanned interruption to Your Services due to reduced water supply, Unitywater is to minimise the inconvenience to You by:
 - restoring the Services as quickly as practicable; and
 - providing reasonable information.
- If Unitywater arranges planned interruptions to Your Services due to reduced water supply, it will inform You of the time and likely duration of the interruptions at least three days in advance of those interruptions where practicable.
- If directed by a Minister or government, or at its discretion, Unitywater may interrupt or limit water supply to You or place conditions on Your water use including imposing additional charges on Your invoices for any water use. You are to comply with any conditions imposed.
- Unitywater is not liable for any loss or damage due to water supply interruption or Services interruption to You.
- You acknowledge that penalties apply under the *Water Supply (Safety and Reliability) Act 2008* (Qld) for connecting or interfering with Unitywater's infrastructure without Unitywater's written consent.

Force Majeure

- In the event of Force Majeure, the affected party will be excused from performance of its affected obligations to the extent and for the duration of the Force Majeure on the condition set out in paragraph 26 as applicable.
- Where the obligation involves a payment of money, the affected party must give written notice to the other party setting out the obligation it cannot perform, the event of Force Majeure and the reasons it is affected, the estimate of time or contingencies during which the Force Majeure will continue, and the steps it is taking to make alternative arrangements where alternative arrangements can be made.
- Subject to notice being provided under paragraph 26, neither party has any liability to the other party or any third party for any loss or damage arising out of or in connection with a Force Majeure.
- "Force Majeure" means any of the following events occurring either in Australia or occurring during transit between the place of supply and Australia, and only to the extent that such event is not within the control of the Supplier, is not the fault of the Supplier, adversely affects the Deliverables and which the Supplier cannot overcome or avoid by taking reasonable precautions:
 - lightning strikes, earthquakes, landslides, floods (but excluding normal seasonal flooding of rivers and creeks), typhoon, cyclones, fire or any other natural disaster;
 - epidemic or pandemic;
 - confiscation, expropriation, prohibition or embargo by or under the order of a governmental authority;
 - civil unrest, war, terrorism, but does not include any strike, lockout, demarcation or industrial dispute.

Health and safety

- You acknowledge and agree that You are responsible for You, your employees, contractors, and agents taking all practical precautions to ensure the water supply in Unitywater's service area is not contaminated.
- You agree that a person is not Authorised Personnel unless they first attend training in hygiene, health, and safety as directed by Unitywater and receive a certificate of completion for that training.
- You acknowledge and agree that for the purposes of Queensland work, health and safety law, You are the controller or person in charge of the workplace in relation to the Services and You are to comply with Your obligations under work, health and safety law.

32. You are not to use any Unitywater property outside Unitywater's service area of the City of Moreton Bay, Sunshine Coast Council or Noosa Council areas as shown in Annexure 1 of this Schedule 1. If You require further information to determine the Boundaries of Unitywater's service area please telephone Unitywater's customer service centre.

Environment and quality

33. You are to comply with all applicable laws relevant to the Services or use of water drawn from Unitywater's infrastructure.
34. You are to take every precaution to prevent water wastage or water pollution.
35. You are responsible for any infringement of environmental law by Your, Your employees, contractors, and agents.

Information

36. To the extent permitted by law, Unitywater may exchange information about Your credit worthiness, standing, history or capacity with credit reporting agencies, other credit providers, other suppliers, Unitywater's agents and contractors.
37. You acknowledge and agree that any information You disclose to Unitywater may be subject to the *Right to Information Act 2009* (Qld).
38. If requested by the Queensland government, Unitywater may disclose information relating to this Agreement to it.
39. You are not to advertise, or communicate in any way, that Your business is endorsed or approved by Unitywater.

Payments

40. Unitywater is to issue You monthly invoices for the fees for Your Services and any charges at Unitywater's discretion.
41. Invoices are to be sent to Your address for notices (by post or by email), or online via Your 'My Account'.
42. Unitywater is to charge for water supply in accordance with Unitywater's adopted fees and charges.
43. Unitywater may charge You other fees and charges, where it is reasonably entitled to do so.
44. You are to pay the invoice total by the due date for payment specified in the invoice.
45. You are responsible for satisfying yourself that the fees and charges owed to Unitywater are correct prior to making payment.
46. Fees and charges are subject to change at any time at Unitywater's discretion without notice to You. Unitywater's fees and charges are available on the Unitywater website www.unitywater.com
47. If the fees and charges on Your invoice are more or less than You are actually required to pay Unitywater, to correct the error Unitywater may include a separate charge or deduction on Your next invoice issued after Unitywater becomes aware of the error.
48. If payment of Your invoice is dishonoured or declined, You will incur a reasonable dishonoured or declined payment charge on Your next invoice.
49. Unitywater may refuse to accept personal cheques for payment of invoices at its sole discretion.
50. If You are unable to pay Unitywater the full amount of an invoice owing by the due date, You are to contact Unitywater as soon as possible. Unitywater may negotiate a repayment plan based on reasonable commercial considerations.
51. If You do not agree to a repayment plan with Unitywater within 28 days of the invoice due date, Unitywater may take action for recovery of the amount owed by You including without limitation referring You to a debt collection agent for debt recovery activity.
52. Unitywater is to charge interest to You daily on all overdue balances at a rate which it reasonably determines from time to time and which is not more than the rate of interest local governments in Queensland may charge for late payment of rates, compounding daily from the original due date until the date on which the debt is received by Unitywater.

53. Unitywater may recover its reasonable costs associated with debt recovery, litigation, and enforcement in relation to this Agreement from You.

GST

54. Any amount to be paid or provided for a supply related to this Agreement does not include GST, unless specifically described as 'GST inclusive'.
55. If a party makes a supply under or in connection with this Agreement in respect of which GST is payable, the other recipient of the supply is to pay to the party an additional amount equal to the GST payable on the supply.
56. 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 54 of this Schedule 1: General terms and conditions.
57. If the GST rate changes after the Commencement Date and results in an increased GST liability for Unitywater, Unitywater is to recover this amount from You in relation to this Agreement.
58. You agree to pay all stamp duty and hire duty (including fines and penalties) payable in relation to this Agreement and in respect of any transaction evidenced by this Agreement.
59. You will not be liable for fines or penalties to the extent, if any, that they result from Unitywater's actions or delays.

Security

60. You agree to provide to Unitywater within seven days of this Agreement, the following amounts:
- A sum of money equivalent to two months' average charges for the Services under this Agreement as reasonably determined by Unitywater ('**Payment Security**'); and
 - A sum of money equivalent to the cost of replacing any Unitywater property provided to You under this Agreement as reasonably determined by Unitywater ('**Property Security**').
61. Any Unitywater property provided to You under this Agreement remains the property of Unitywater despite any Property Security payment made by You.
62. Failure to make any payment as required under this Agreement after written notice as a reminder to do so, results in the equivalent part of the Payment Security being immediately forfeited to Unitywater.
63. Failure to return any Unitywater property as required under this Agreement following a request to do so, results in the Property Security being immediately forfeited to Unitywater.
64. On return of all Unitywater property in good working condition and the payment of all outstanding fees and charges, any remaining balance of the Payment Security and Property Security will be returned to You by Unitywater.

Personal property security

65. Unitywater may allocate any money received from You, including the Property Security and the Payment Security in any manner it determines, but in default will apply the money first to the payment of any unsecured fees and charges, owing to Unitywater, next to any reasonable enforcement expenses, and then to any secured balance owing.
66. You are not to allow to be perfected or attached in favour of You or any third party, a security interest in any of the money from time to time payable to Unitywater, or any Unitywater property, whether to a provider of new value, or otherwise.
67. You agree to do anything reasonably required by Unitywater to ensure that, at all times, Unitywater has a continuously perfected security interest over all of Unitywater's property that relates to this Agreement.
68. You waive Your right to receive a copy of the verification statement confirming registration of a financial statement or financing change statement for any security interest in relation to this Agreement.

Insurance

69. You are to provide Unitywater with Your current certificates of insurance for:
- a. Public liability insurance covering claims in respect of damage to, loss or destruction of, or loss of use of, real or personal property and injury to, or disease or death of persons arising out of this Agreement or any act or omission of the Customer, its employees, agents or contractors. Such public liability insurance must have a limit of cover of no less than \$10 million per claim and in the aggregate per insurance year and be maintained with insurers and on terms acceptable to Unitywater; and
 - b. Other insurance as required by Unitywater at its sole discretion from time to time.
70. You are to provide Unitywater with Your current certificates of insurance required under clause 69 of this schedule 1: General terms and conditions: by the date requested by Unitywater upon entry into this agreement, if any; each time any of the certificates of insurance is renewed or replaced; and On request by Unitywater.
71. If Your insurance cover under clause 69 of this Schedule 1: General terms and conditions is not current at any time, You are to advise Unitywater immediately.

Backflow certificate

72. You are to obtain all approvals, licences and permits necessary for the supply of the Services.
73. If You intend to connect to any Unitywater water infrastructure, You are to provide a current backflow certificate to Unitywater:
- a. by the date requested by Unitywater upon entry into this agreement, if any;
 - b. each time the backflow certificate is renewed or replaced; and
 - c. on request by Unitywater.
74. If You intend to connect to any Unitywater water infrastructure and Your backflow certificate is not current at any time, You are to advise Unitywater immediately.
75. You are to comply with all reasonable directions given by Unitywater authorised employees at all times.

Address for notices

76. Unitywater's address for notices at the time of entering into this Agreement is:
- a. Retail.Compliance@unitywater.com; or
 - b. Customer Assurance Team, Unitywater, PO Box 953, Caboolture QLD 4510.
77. If Unitywater updates its address for notices it will be made available at the Unitywater website: www.unitywater.com
78. Your address for notices is the address You nominate on Your Application Form.
79. Either party may change their address for notice by notifying the other party in writing.
80. You agree that Unitywater may send electronic notices to You.
81. A notice, including an invoice, is considered received by You if Unitywater delivers it to Your address for notice.

Access

82. Any property provided to You by Unitywater remains at all times the absolute property of Unitywater and You agree that You have no proprietary rights or interests in that property.
83. All risk in the Unitywater property passes to You on delivery and subject to the terms of this Agreement and reverts when returned to Unitywater.
84. You are to ensure that Unitywater is to have access to Unitywater property at all times to carry out inspections relating to this Agreement.
85. Unitywater is to cause as little disruption or inconvenience to You as practicable in the circumstances when performing inspections.

Faulty property

86. If any Unitywater property provided to You under this Agreement is or becomes faulty, You are to notify Unitywater by the next business day to arrange for a replacement.
87. Where Unitywater determines, at its sole discretion, that the

returned Unitywater property was faulty and was not damaged, Unitywater is to provide replacement Unitywater property to You without claiming any payment from Your Property Guarantee.

88. You will incur a charge to cover administrative costs if You do not notify Unitywater according to clause 86 of this Schedule 1: General terms and conditions.

Damaged property

89. If any Unitywater property provided to You under this Agreement is or becomes damaged or destroyed, You are to return it to Unitywater immediately.
90. Unitywater is to claim an amount from Your Property Guarantee for the damaged or destroyed Unitywater property.
91. Unitywater is to provide you with replacement Unitywater property on condition You first provide a Property Guarantee to Unitywater for the replacement.

Lost or stolen property

92. If any Unitywater property provided to You under this Agreement is lost or stolen, You are to advise the Queensland Police Service immediately then advise Unitywater and provide the report number to Unitywater immediately after.
93. Unitywater is to claim an amount from Your Property Guarantee for the lost or stolen property.
94. Unitywater is to provide you with replacement Unitywater property on condition You first provide a new Property Guarantee to Unitywater for the replacement.

Transfer

95. This Agreement grants rights which are personal to You and such rights are not transferrable.
96. You are not to sell, assign, pledge, mortgage, let or hire, sub-hire, lease, loan or otherwise part with possession of, permit any other person to use, or otherwise deal with Unitywater property provided to You under this Agreement.
97. You are not to novate or assign this Agreement or any payment or other right, benefit or interest under this Agreement, without the written consent of Unitywater (acting reasonably).

Dispute resolution

98. A dispute between the parties to this Agreement is finalised if Unitywater provides You with a response that:
- a. Resolves the dispute to Your satisfaction; or
 - b. Explains the relevant policy or requirements and why Unitywater will not take further action.
99. A dispute is also considered finalised if You do not ask Unitywater to review its response within 28 days of the date of the response or lodge a claim to an external dispute resolution forum in relation to the dispute.

Liability and indemnity

100. Without limiting the other provisions of this Agreement, and to the extent permitted by law, You indemnify Unitywater against, and release it from, any and all costs, expenses, (including legal costs and expenses), claims, liability, loss or damage incurred or suffered, directly, by Unitywater arising out of or in connection with a default or unlawful or negligent act or omission on the part of You, Your officers, employees, agents or contractors which results in the injury to or death of any person.
101. You will at all times indemnify, hold harmless and defend Unitywater, its officers and employees from and against any loss including:
- a. Loss of, or damage to, property of Unitywater.
 - b. Claims by any person in respect of loss of, or damage to, any property;
 - c. Costs and expenses including the costs of defending or settling any claim in relation to this Agreement, arising out of or in connection with:
 - a. any breach of this Agreement by You or any wrongful or unlawful act or omission on the part of You or Your personnel; or
 - b. any use or attempted use of Unitywater property by a person who is not Authorised Personnel;

- c. any water quality issue once the water has left Unitywater's infrastructure; or
 - d. any connection or disconnection with Unitywater's infrastructure in relation to the Services.
102. If You fail to meet Your obligations under this Agreement You may be liable to reimburse Unitywater for any and all costs, expenses, (including legal costs and expenses), claims, liability, loss or damage that Unitywater incurs or suffers, directly, as a result of this failure (without limiting the other provisions of this Agreement, and to the extent permitted by law).

Limitation of liability

103. The only promises Unitywater make about the Services and Unitywater property it provides under this Agreement, and the only conditions, warranties and guarantees included in this Agreement are:
- a. those set out in this Agreement; and
 - b. that the law (for example the Australian Consumer Law) says apply to the Services, Unitywater property, or this Agreement.
104. However, where Unitywater is liable to You because of a breach of a guarantee, condition, or warranty that the law says applies to this Agreement, Unitywater's liability is (to the extent permitted by law), limited to:
- a. replacing the Unitywater property or resupplying the Services to which the breach relates; or
 - b. at Unitywater's option, paying You the cost of resupplying the Services again.
105. This limitation does not exclude, modify or restrict any rights You have that are protected by law.

Termination

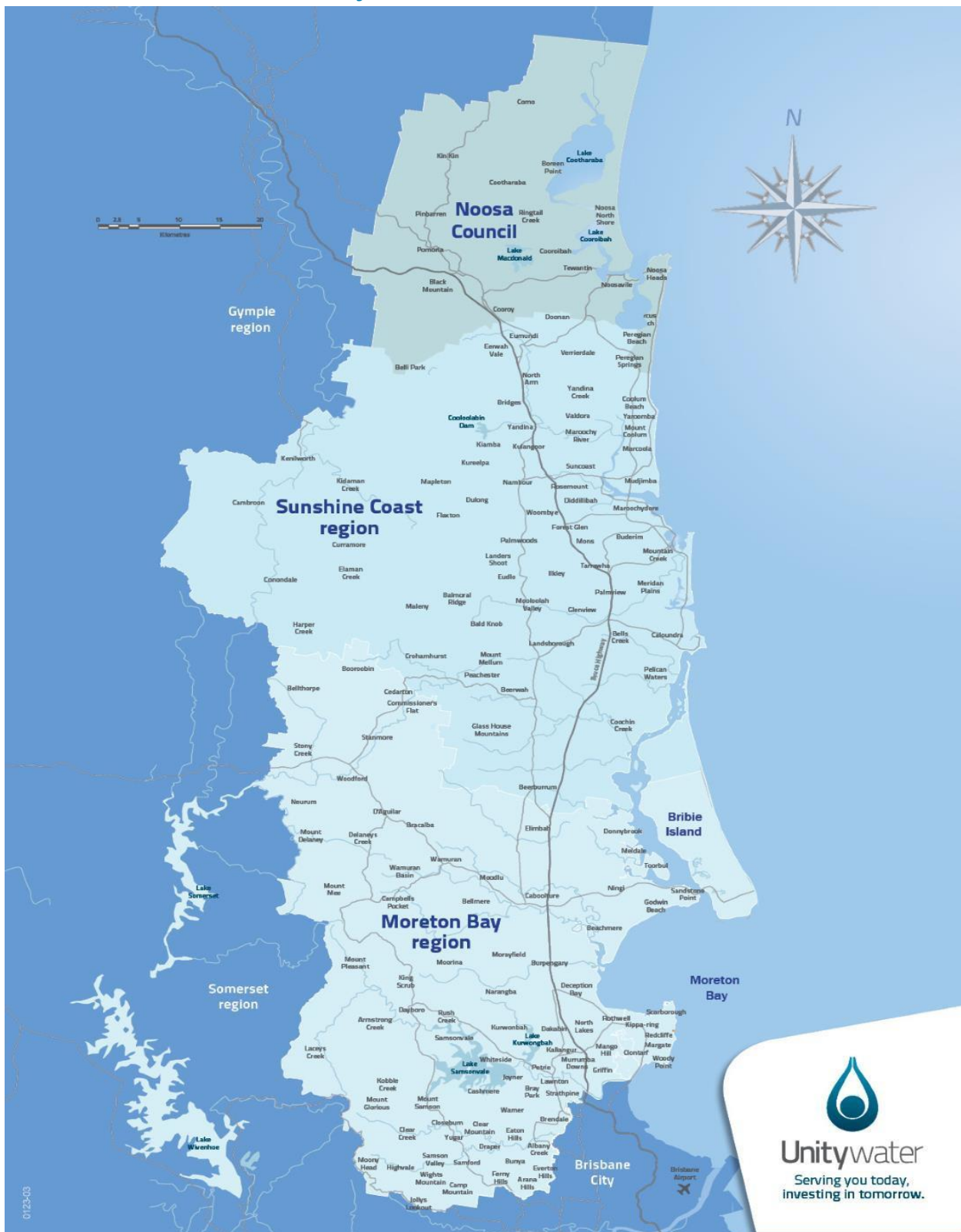
106. You may terminate this Agreement by giving 28 days written notice to Unitywater at Your sole discretion.
107. Unitywater may terminate this Agreement by giving 28 days written notice to You at Unitywater's sole discretion.
108. Unitywater may terminate this Agreement immediately if:
- a. Required for Unitywater's operational reasons;
 - b. Due to water restrictions;
 - c. You fail to pay any part of Your invoice by the due date;
 - d. Unitywater has not received Your required current certificate(s) of insurance;
 - e. Unitywater has not received Your current backflow certificate (if required);
 - f. You are insolvent or bankrupt; or
 - g. Subject to the *Corporations Act 2001 (Cth)*, and any Court order, You have a liquidator, administrator, receiver, or receiver and manager appointed;
 - h. You or your employees, contractors or agents provide false or misleading information to Unitywater; or
 - i. You do not comply with any of Your obligations under this Agreement.
109. On termination of this Agreement, You are to:
- a. immediately cease to receive the Services;
 - b. take all necessary steps at Your cost, and to Unitywater's reasonable satisfaction, to help Unitywater disconnect or restrict Your access to the Services;
 - c. pay all outstanding fees and charges owed to Unitywater within seven days and
 - d. return all Unitywater property within seven days.
110. If You have not returned any Unitywater property within seven days of the termination of this Agreement, Unitywater or its authorised representative may enter on Your premises to retrieve the Unitywater property at its sole discretion. You will incur a retrieval charge if Unitywater is required to attend Your premises to collect Unitywater property.
111. You are not entitled to any compensation on termination of this Agreement.
112. The parties' rights and remedies accrued to either party under or in respect of any breach of this Agreement are not affected by termination of this Agreement.

113. Clauses 100 to 105 of this Schedule 1: General terms and conditions survives the termination of this Agreement.

General terms

114. To change or extend the term to receive Services under this Agreement, You are to apply to Unitywater in writing to Unitywater's address for notices prior to the termination of this Agreement. If Unitywater agrees to the change or extension of this Agreement it will notify You in writing to Your address for notices.
115. This Agreement does not restrict any power or discretion of Unitywater under law.
116. Where You are two or more persons, an obligation or a liability assumed by, or a right conferred on, the Customer binds or benefits the persons jointly and severally.
117. To the extent permitted by law, in relation to its subject matter, this Agreement embodies the entire understanding of the parties and constitutes the entire terms agreed by Unitywater and You in relation to its subject matter, and supersedes any prior written or other agreement of the parties.
118. If part of this Agreement is unenforceable or illegal, it will be severed from the rest of this Agreement and will not affect the enforceability of the remaining provisions.
119. The parties agree that nothing in this Agreement is intended to, nor will it, create a joint venture, partnership, agency, or employment relationship between the parties and a party may not make any representation which implies that such a relationship exists.
120. The parties acknowledge and agree that the parties are not associates within the meaning of Section 318 of the *Income Tax Assessment Act 1936 (Cth)*.
121. Failure or omission by a party to require strict or timely compliance with any provision of this Agreement will not affect any right of that party to remedies it may have in respect of any breach of a provision.
122. The law of Queensland govern this Agreement. Each party submits to the non-exclusive jurisdictions of the courts of Queensland.
123. For the purpose of the *Electronic Transactions (Queensland) Act 2001 (Qld)* ('Act'), each party consents to: (i) information being given by electronic communications, (ii) documents being produced in electronic form, and (iii) the requirement for signatures being met using either digital signature technology, biometrics, password or hybrid models, scanned signatures or typed names in relation to all matters between the parties.

Unitywater's service area



Schedule 2 – Water Carrier (recycled and potable) terms and conditions

1. Ownership of and risk associated with the water passes to You at the point it leaves Unitywater's infrastructure ('Access Point') regardless of whether You have paid any fees and charges to Unitywater.
2. You are deemed to be the supplier of the water You collect from Unitywater's infrastructure to Your customers in accordance with relevant laws including work, health and safety legislation.
3. Unitywater will use reasonable endeavours to ensure that recycled water of the class described is available for collection at the recycled water fill stations listed in Annexure 2 to this Schedule 2.
4. Any point on Your tanker that is used to connect to Unitywater's Access Point is to comply with AS/NZS 3500.1:2003 for backflow prevention.

Quality

5. You acknowledge and agree that:
 - a. By Your own investigations You have determined that the potable water is fit for Your purposes including any general human contact and use as potable water and the recycled water is of the class You require and is suitable for Your purposes including the uses described for that class in this Agreement; and
 - b. The recycled water You obtain from Unitywater's infrastructure is not potable and is not fit for general human contact including contact by swimming, immersion or washing.

Supply

6. Unitywater may, at its discretion, reduce, interrupt or discontinue the supply of water to You for any reason including if:
 - a. the water fails to meet the water quality specification;
 - b. any component of Unitywater's infrastructure is damaged or breaks down;
 - c. Unitywater is required to carry out maintenance or repairs to any component of its infrastructure;
 - d. The Queensland Department of Environment, Science and Innovation or another government body issues a direction requiring that the water not be supplied at a particular site; or
 - e. Unitywater or You cease to hold any government planning permit, licence, permission, approval or consent necessary for the lawful operation of Unitywater infrastructure or the use of the potable or recycled water by You.

Estimate of Water Usage

7. In the event the equipment at the fill station fails to correctly record water consumption, Unitywater will estimate Your water consumption and invoice You according to its estimate. The estimate will be reasonably calculated on the smaller of the following amounts of water usage:
 - a. The amount of water recorded by the meter at the time and date of your attendance; or
 - a. The amount required to fill your nominated water vehicle/tank from empty; or
 - b. The amount recorded on your previous Unitywater water carrier invoice.

Fill Station access

8. You must ensure that the Access Point is securely locked immediately after each use.
9. You must not copy any Unitywater access tag.
10. Unitywater access tags are specific to each tanker. You are not to use an access tag with more than one tanker.
11. Access tags are Unitywater property.

12. If an emergency services vehicle attends the Fill Station:
 - a. You are to allow all emergency services vehicles to connect to any Access Point chosen by the emergency services personnel;
 - b. You are to follow all directions given by the emergency services personnel including but not limited to immediately disconnecting from Unitywater infrastructure and moving Your tanker as required.
13. You are not to leave any litter at or near the Fill Station.
14. You are to leave the area at and near the Fill Station in the same way you found it.
15. You are to comply with noise restrictions and not cause any nuisance to nearby residents.

Recycled Water Use

16. The 'Permitted use' means the 'Purpose of recycled water use' described on Your application form for this Agreement.
17. You acknowledge and agree You have received, read and understood the Unitywater Recycled Water Fact Sheets.
18. You are to only use the recycled water for the Permitted use unless Unitywater approves otherwise in writing. Unitywater may withhold its approval or impose conditions on its approval in its absolute discretion.

Compliance

19. You are to comply with all laws and guidelines applicable to any matter or thing the subject of or pertaining to this Agreement including but not limited to the:
 - a. *Public Health Act 2005* (Qld);
 - b. *Public Health Regulation 2018* (Qld);
 - c. *Work Health and Safety Act 2011* (Qld);
 - d. *Environmental Protection Act 1994* (Qld); and
 - e. Queensland water quality guidelines for recycled water schemes.
20. You agree to provide Unitywater with all information in relation to compliance with this Agreement and applicable laws on request by Unitywater.

Recycled Water Management plan

21. You are to provide Unitywater with Your recycled water management plan in the format of the template attached to the application form, and ensure it complies with relevant legislation and regulatory guidelines, and meets Unitywater's approval before You access any fill station, connect any tanker, take water from Unitywater's infrastructure, or use recycled water in Unitywater's geographical area.
22. You are to provide Unitywater with a copy of Your recycled water management plan on request.
23. You are to comply with Your recycled water use management plan.

Tankers

24. You are to prevent water from leaking from Your tanker, trailer other vehicle, vessel and all equipment.
25. You are not to connect a recycled water tanker, trailer or other vehicle, vessel or equipment used for recycled water to a potable water standpipe.
26. You are to clearly display standard lilac recycled water signs on left and right side of tankers, trailers, other vehicles and vessels containing recycled water.
27. You are to display safety signs near taps on recycled water tankers, trailers, and other vehicles and vessels containing recycled water.
28. You are to display the permit sign on the right side of the rear of the tanker, trailer or other vehicle where it is visible from the road. If this location is obscured You may place it at the rear of the right side of the tanker, trailer or other vehicle or vessel.

29. You are not to display both recycled and potable stickers including permit stickers on any tanker, trailer, other vehicle or vessel at the same time.
30. You are to use removable stickers and permits on tankers, trailers and other vehicles that you intend to use for both potable and recycled water at Your own expense.
31. You are not to allow environmental harm (as that expression is defined in the *Environmental Protection Act 1994* (Qld)) or stormwater runoff to occur due to scouring or cleaning any tanker or equipment.
32. You are to notify Unitywater in writing of any change to tanker, trailer and other vehicle registration number or other details before using it to access Unitywater infrastructure.

Equipment

33. You are to mark all Your equipment used to store or transport recycled water with lilac markings approved by Unitywater.
34. Equipment used to store or transport potable water must not also be used to store or transport recycled water and must not be marked with lilac markings.
35. You are not to store recycled water in any tanker or other vessel other than those designed and used for recycled water.
36. Your equipment must be in good condition before drawing water from Unitywater infrastructure.

Disinfection

37. You are to disinfect a tanker water vessel prior to using it to hold potable water or recycled water of a higher quality class than water stored in the tanker previously.
38. If a water vessel is not disinfected prior to collecting potable water or recycled water of a higher quality class it is deemed to be the lower quality class of water used previously and You are only to use the water for suitable uses for that lower quality class.

For example, if a tanker carried class B Recycled Water and is then filled with class A+ Recycled Water without any disinfection between the loads then the class A+ water will be deemed to have degraded to class B.

Authorised Personnel

39. Your Personnel are not Authorised Personnel unless:
 - a. They undertake water carrier (recycled) training approved by Unitywater; and
 - b. Provide evidence of attending training to Unitywater.
40. You are to inform Unitywater of any change to Your Authorised Personnel and provide current details of training card number, training card expiry and mobile number for all Authorised Personnel to Unitywater.
41. You are to ensure only Authorised Personnel access fill stations, connect tankers, take water from Unitywater's infrastructure and use recycled water in Unitywater's geographical area.
42. You are to notify Unitywater immediately if anyone other than Authorised Personnel has accessed a fill station, connected a tanker, taken water from Unitywater's infrastructure, or used recycled water in Unitywater's geographical area.

Resale

43. You may only sell recycled water to customers if You are permitted to sell recycled water under the applicable law and the Permitted use in this Agreement is to sell recycled water to Your customers.

44. You may only supply recycled water to Your customers if You are permitted to supply recycled water under the applicable law and only for the suitable uses listed for that class of recycled water in Annexure 1 of this Schedule 2 unless otherwise approved by Unitywater.
45. If Your customer uses recycled water for a use that is not considered suitable or in a manner deemed inappropriate by Unitywater (acting reasonably), You are to immediately cease supplying that customer with recycled water.
46. Unitywater may change the suitable uses for each class of recycled water at any time at its sole discretion.
47. You agree to provide the Unitywater Recycled Water Fact Sheets, in accordance with Workplace Health and Safety Queensland safety data sheet (SDS) requirements, on the first delivery of recycled water to each of Your customers.
48. If requested by Unitywater for necessary purposes in connection with this Agreement, You are to provide a list of all Your customers, the class or classes of recycled water You supply to them, and their uses for each class of recycled water You supply to them.
49. You are not to sell, donate, assign or provide the recycled water to any other person without Unitywater's written consent (acting reasonably).

Incident

50. If You become aware of any incident including, but not limited to an incident involving:
 - a. health and safety;
 - b. an Access Point leak;
 - c. environmental harm;
 - d. litter or damage to the site;

You are to inform Unitywater and any of Your affected customers, complete a Unitywater incident form and provide a copy of that form to Unitywater as soon as possible.

Termination

51. Unitywater may terminate this Agreement immediately if:
 - a. You allow anyone other than Authorised Personnel to access a fill station, use an access tag, or take water from Unitywater's infrastructure;
 - b. You allow significant water leakage or wastage as determined by Unitywater; or
 - c. You allow anyone to use a class of recycled water for a purpose other than the suitable uses for that class of recycled water.
52. Access tags will be deactivated on termination of this agreement without further notice to You.

Suitable uses for each class of recycled water

Suitable uses	Class A+	Class A	Class B
Hydraulic testing of sewer gravity mains, sewer pressure mains, sewer maintenance holes, sewer pumps and sewage pump station wet wells	√	√	√
Road works	√	√	√*
Irrigation of landscaping on construction sites	√	√	√*
Dust suppression	√	√	√*
Watering parks, playing fields, footpaths and roadside plants	√	√	√*
Irrigation of residential gardens and lawns – below ground	√	√	X
Filling fenced ponds, lagoons and dams (not used for recreational purposes)	√	√	X
Filling non-fenced ponds, lagoons and dams (not used for recreational purposes)	√	X	X
Washing cars	√	X	X
Washing animals (except pigs)	√	X	X
Irrigation of residential gardens and lawns – above ground	√	X	X
Filling or topping up of swimming pools	X	X	X
Filling or topping up of residential “non-drinking water” rainwater tanks	X	X	X

Note: √-listed class of recycled water is suitable for this use.

X -listed class of recycled water is NOT suitable for this use.

* = With additional control measures in place. Additional control measures include: practising safe Recycled Water usage techniques provided during Unitywater training (including ceasing irrigation when people are nearby, not allowing recycled water to pool, not irrigating during high winds or when an increased risk of spray drift is likely).

Recycled water fill station locations

All water fill stations can generally be accessed 24 hours, 7 days per week

Noosa Council Area		
Noosa sewage treatment plant	Wallum Lane, Noosa	Class B
Sunshine Coast Council Area		
Coolum sewage treatment plant	Marsh Road (off West Coolum Road), Coolum	Class B
Landsborough sewage treatment plant	Forestry Road (off Steve Irwin Way), Landsborough	Class B
Maroochydore sewage treatment plant	Corner Fishermans and Commercial Roads, Maroochydore	Class B
Nambour sewage treatment plant	Bli Bli Road, Nambour	Class B
Kawana sewage treatment plant	Mains Drive, Warana	Class B
City of Moreton Bay Area		
Brendale sewage treatment plant	Cribb Road, Brendale	Class B
Burpengary	Caboolture Regional Aquatic Centre, Aquatic Drive, Burpengary	Class A+
Caboolture	Mewett Street, Caboolture	Class A+
Murrumba Downs sewage treatment plant	Bickle Road, Murrumba Downs	Class B
South Caboolture sewage treatment plant	600 Market Drive, Morayfield	Class B
Woodford	Neurum Road (adjacent to Showgrounds), Woodford	Class A

Potable water fill station locations

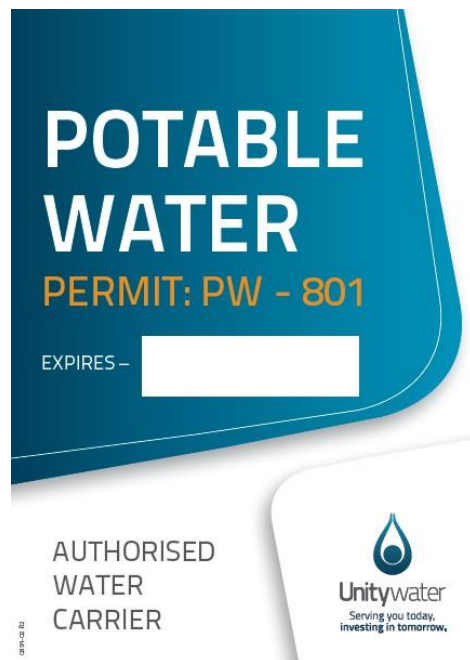
Noosa Council Area	
COOROY	271 Lake McDonald, Cooroy
NOOSAVILLE	183 Eumundi Road, Noosaville
POMONA	Station Street, Pomona
TEWANTIN	262 McKinnon Drive, Tewantin
Sunshine Coast Council Area	
BEERBURRUM	Red Road, Beerburrum
BEERWAH	Roberts Road, Beerwah
COOLUM BEACH	Quanda Road, Coolum Beach
KENILWORTH	Mary Street (at Kenilworth Water Treatment Plant), Kenilworth
LANDSBOROUGH	Gympie Street North, Landsborough (Note, no access between 10pm and 6am)
MALENY	Maleny Show Grounds, Maleny
MOOLOOLAH	Connection Road, Mooloolah (50 metres past BMX track)
NAMBOUR	Nambour Showgrounds, Nambour
PALMWOODS	Woombye-Palmwoods Road, Palmwoods
YANDINA	Harvest Street, Yandina
City of Moreton Bay Area:	
CASHMERE	Warra Lane, Cashmere
DAKABIN	Plantation Road, Dakabin
DAYBORO	Mt Mee Road, Dayboro
HIGHVALE	Mt Glorious Road, Highvale (200m past Showgrounds Drive)
MORAYFIELD	215 Buchanan Road, Morayfield (adjacent to Sewerage Pump Station MF20)
WAMURAN	Bye Road, Wamuran
WOODFORD	9 Chambers Road, Woodford (Road Reserve in front of electricity sub-station)




Recycled water permit and compulsory signage sticker Example



Potable water permit sticker example






 1300 086 489

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Schedule 3: Customer terms and conditions

There are no Schedule 3 terms and conditions for this Agreement.