Please complete the details below and submit form via email to sgwater@sgwater.com.au or mail to:
PO Box 102, Foster VIC 3960

|  |  |  |
| --- | --- | --- |
| **Please select:** | Fountain / | Trailer |

Contact Details

|  |  |  |  |
| --- | --- | --- | --- |
| **Contact Name:** |        | **Company/Organisation:** |        |
| **Address:** |        |
|  |        | **Postcode:** |       |
| **Phone:** |        | **Mobile Phone:** |        |
| **Phone (Business Hours):** |        | **Email:** |        |

Event Details

|  |  |
| --- | --- |
| **Event Name/Details:** |        |
| **Company/Organisation Hosting Event:** |        |
|  |  |
| **Type of event (e.g. fair/sporting event etc.):** |        |
| **Is event open to public?:** |        | **Expected No of attendees:** |        |
| **Is there an entry fee?:** |        | **Amount $:** |        |
| **Is a profit generated?** |        | **If so where does it go?:** |        |
| **Is the event in South Gippsland Water’s Region?:** |        | **Is reticulated water supply available?** Note fountains require mains water  |        |
| **Does organiser have public liability insurance of not less than $10M?:**  |        |

Drinking Fountain or Water Trailer Loan and Collection/Return Details

|  |  |  |
| --- | --- | --- |
| **Date of Event** | Start Time | Finish Time |
|       |       |       |

|  |  |
| --- | --- |
| **Event Address:** |        |
|  |        | **Postcode:** |       |
| **Key Contact for Event:** |        | **Event Day Contact Number:** |        |

Please see over for collection, location and times.

|  |  |  |
| --- | --- | --- |
| **Collection Location** | **Pick Up Date/Time** | **Return Date/Time** |
| South Gippsland Water14-18 Pioneer St, FOSTEROffice Hours: 8.30am – 5.00pm |       |       |
| 35 Watt St, WONTHAGGIHours: 8.30am – 4.00pm |  |  |
| Begg St, LEONGATHAHours: 8.30am – 4.00pm |  |  |

Terms & Conditions Form

Recitals

1. South Gippsland Water (the “Owner”) is the owner of the water trailer or portable drinking water fountains/bottle refill stations (which incorporates the fountains, refill station, signage and all hoses and connectors supplied), (“the units”) designed to connect to reticulated water supply and provide drinking water for use by the public at events attended by the public (the “Use”).
2. The Organiser has asked the Owner and the Owner has agreed to make the water trailer or units available for the Use at the Venue for the Event on the basis that water will be used to supply drinking water at the specified event.
3. The Parties have agreed on the following terms and conditions covering the Use of the water trailer or units under these Terms of Use.

AND THE ORGANISER ACKNOWLEDGES AND AGREES THE FOLLOWING:

1. It is the Organiser’s responsibility to arrange for any approvals, permits, licences permission, access or any other arrangement required to bring the water trailer or units onto and allow the their Use at the venue.
2. The Organiser must ensure that they collect and return the water trailer or units from/to South Gippsland Water’s offices, or depot locations.
3. The Organiser is responsible for all fees and charges incurred with respect to any approvals, licences or permits and with respect to the supply, use and any drainage of water supplied from the units.
4. The Organiser must only use the water trailer or units for the Use specified in this agreement.
5. The Organiser is wholly responsible for the safety and security of the water trailer or units whilst at the Venue, or while it is in the care, custody or control of the Organiser, and must ensure that the water trailer or units are not contaminated, defaced, damaged or destroyed in any way, (fair wear and tear excepted).
6. The Organiser indemnifies the Owner on a continuing basis against all loss and damage to (including contamination of), the water trailer or units (fair wear and tear excepted), which occurs during the time the water trailer or units are situated at the Venue, or while it is in the care, custody or control of the Organiser, including partial or total loss occasioned through theft, fire, vandalism, wilful damage or negligent use of any kind, or resulting from any negligent act or omission. This clause survives expiry or termination of these Terms of Use.
7. The Organiser indemnifies the Owner on a continuing basis against all liability, claims, proceedings, loss, damage, charges, expenses and costs of every description which arise from the breach of these Terms of Use by the Organiser or its employees, agents, contractors or sub-contractors. This clause survives expiry or termination of these Terms of Use.
8. The Organiser shall maintain for the period of Use, a public liability insurance policy, with a limit of not less than ($10,000,000) for any one occurrence and a deductible of no more than ($5,000) for any one occurrence. The insurance policy shall cover loss, damage and destruction to any property and personal injury to and death and illness of any person, howsoever caused. The insurance policy shall also note these Terms of Use on the policy. The insurance policy shall be with an insurer and in terms approved by the Owner, which consent shall not be unreasonably withheld. The Organiser shall provide proof of the insurance policy to the Owner on request.

|  |  |
| --- | --- |
| Signature: | *X*  |

 [ ]  I agree that all information is true and correct.