

Community Water Trailer Application - Terms & Conditions Form



Please complete the details below and return to:
PO Box 102, FOSTER VIC 3960 or email sgwater@sgwater.com.au

Contact details:

Full name: _____

Company: _____

Postal address: _____

Phone: _____ Mobile: _____

Fax: _____ Email: _____

Event details

Name of event: _____

Purpose of event: _____

Company / organisation hosting event: _____

Type of event (e.g. community festival, sporting, fair): _____

How many people are expected to attend the event? _____

Is there an entry fee to attend the event (please specify amount)? _____

If a profit is made from your event, where do the proceeds go? _____

Is the event open to the public to attend? _____

Key contact during the event: _____ Mobile: _____

Date of event: _____ Start time: _____ Finish time: _____

Preferred Delivery/Pickup time: **(Note: Weekend delivery/pickup not available.)** _____

Delivery Date: _____ Time: _____ Pickup Date: _____ Time: _____

Address of event: _____

Is this event in South Gippsland Water's region? _____

Is reticulated water available? _____

Does the organiser have a public liability insurance policy with a limit of not less than \$10,000,000? _____

South Gippsland Water logo must appear on all promotional material and websites for the sponsored event.

Note: This is not a confirmed booking. Bookings will be confirmed at a later stage. Based on policy criteria

Contact South Gippsland Water for further information and copy of logo for sponsorship recognition by calling the Communication Relations Coordinator on: 5682 0444.

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Event Map

Please use this page to provide us with a map of where you would specifically like the Water Trailer to be placed at your event.

Note: It either needs to be left in the care/responsibility of the event organiser or locked/chained to a fence/pole/tree to prevent theft.

Please include:

- Where you prefer the Water Trailer to be placed;
- Nearest Street, road or intersection;
- Name of park or recreation reserve;
- Surrounding features e.g. Stalls, trees, buildings, access, gates etc.;
- If a detailed site map available please attach to booking application.

North

West **East**

South

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TERMS OF USE OF COMMUNITY DRINKING WATER TRAILER (“Terms of Use”)

ORGANISER: _____

EVENT: _____

VENUE: _____

PERIOD OF USE: _____

Deliver/Pickup days/times: (Note: Weekend delivery/pickup is not available)

RECITALS

- a) South Gippsland Water (the “Owner”) is the owner of a mobile Drinking Water Trailer* which incorporates mobile trailer, tank and (“the Trailer”) designed to provide drinking water for use by the public at events attended by the public (the “Use”).
- b) The Organiser has asked the Owner and the Owner has agreed to make the Drinking Water Trailer 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.
- c) In the event of a water quality or emergency incident South Gippsland Water may need to collect the water trailer in order to respond to the incident.
- d) The Parties have agreed on the following terms and conditions covering the Use of the Drinking Water Trailer 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 trailer onto and allow the trailer to remain at the Venue for the Use.
- 2) The Organiser must ensure that the Owner has convenient access and all necessary permission to deliver the trailer to the Venue, and remove the trailer from the Venue at the conclusion of the Event.
- 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 trailer.
- 4) The Organiser must only use the trailer for the Use and must not move the trailer without the express permission of the Owner.
- 5) The Organiser is wholly responsible for the safety and security of the trailer while at the Venue, or while it is in the care, custody or control of the Organiser, and must ensure that the trailer is 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 trailer (fair wear and tear excepted), which occurs during the time the trailer is 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.

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- 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.

Name of Insurer: _____

Policy Number: _____

EXECUTED AS A DEED POLL

SIGNED, SEALED and DELIVERED by: _____

Signature of Organiser's authorised representative: _____

Date: _____

In the presence of:

Signature of witness: _____

Name of witness: _____