

CONDITIONS OF CONSENT TO DRAW WATER FROM FIREPLUGS

Pursuant to Section 145 of the Water Act 1989

Company - _____ PTY LTD (“the Operator”)

ACN/ABN _____ - _____ - _____ Mobile Number - _____

Other Contact Number - _____ Email - _____

Address - _____

Director Guarantor - _____ (“Guarantor”)

The Operator may draw water from Central Highlands Region Water Corporation’s (“CHW”) designated fireplugs from the _____ day of _____ two thousand and sixteen, subject to the following:

1. The Operator must only use a metered hydrant purchased or hired from, or approved in writing by, CHW at all times when extracting water.
2. Water extraction shall not exceed a flow rate of 10 litres per second.
3. Water can only be taken from fireplugs designated by CHW unless CHW has granted permission to use other fireplugs for a limited period. CHW will provide the Operator plans showing the location of designated fireplugs.
4. All tankers must comply with AS3500 Australian Plumbing Regulations (specifically in relation to backflow prevention – see attached Table F1 and Figure F1 from AS/NZS 3500.1.2003).
5. The Operator will be required to pay equivalent service fees and water usage charges that are applicable to non-residential connections within the Ballarat Water Supply District.
6. The Operator will be required to present any hydrants used under this agreement to CHW to enable the meter to be read at least three times per year.
7. The Operator must also return any Metered Hydrant to CHW every six months for a visual check on the condition of the Hydrant.
8. All users of the hydrant, under the direction of the operator, must comply with CHW’s “hydrant operation procedure” (attached) and be in the opinion of the Operator and CHW competent and fully trained in the operation of a fireplug and hydrant.
9. CHW does not guarantee the provision of the water, either in quality or quantity, provided under this agreement and shall not be liable for any failure to provide water due to any reason whatsoever.
10. The Operator hereby releases and indemnifies, to the maximum extent permitted by law, CHW against any and all liability against for damage caused to any person or either CHW or any other person’s assets resulting from the drawing of water by the Operator under this agreement, whether properly executed or otherwise. In the event of any damage to Central Highlands Water’s assets by the Operator the Operator shall meet the cost of the necessary repairs.
11. Failure to comply with the conditions and requirements of this agreement may result in immediate suspension or cancellation of this consent by CHW.
12. CHW has the right to withdraw or vary the conditions of this consent at any time.

13. The Operator acknowledges receipt of a copy of the Guideline for Potable Water Transport in Victoria and agrees to comply with this guideline at all times when accessing water from CHW's supply systems.
14. Water may only be taken for use in accordance with the Water Restrictions By-Law/s or Rules in force for the system at the time of taking the water.
15. CHW will audit the Operator from time to time to ensure compliance with this agreement and the Operator hereby agrees to cooperate with any reasonable request by CHW in satisfying this clause.
16. The Operator and Guarantor shall include his, her or it's executors, administrators, assigns, transferees, trustees or liquidators in bankruptcy, as the case may be.
17. The Guarantor guarantees in full the obligations of the Operator to CHW under this Agreement and note that it will personally pay to CHW any amount which the Operator is obliged to pay upon demand by CHW.
18. CHW will issue:
 - 18.1 65mm metered hydrant upon the payment of the current purchase fee. A refund of \$800 will be given if the hydrant is returned in good condition as determined by CHW.
 - 18.2 A 25mm metered hydrant upon payment of a fee of \$500 (no longer available). A refund of \$333 will be given if the hydrant is returned in good condition as determined by CHW.

The Operator and Guarantor hereby note that this is a legally binding agreement and that they should seek legal advice prior to execution.

Executed on the _____ day of _____ 2016.

EXECUTED BY **the Operator** in accordance)
with Section 127 of the Corporations Act:)

Signature

Signature

Print name

Print name

Address

Address

Director or Sole Director/Secretary
(delete inapplicable)

Director/Secretary (delete inapplicable)

SIGNED by the Guarantor in the presence of:

Guarantor

Witness Signature

SIGNED for and on behalf of CHW by:

CHW Officer

APPENDIX F
TYPES OF BACKFLOW PROTECTION

(Informative)

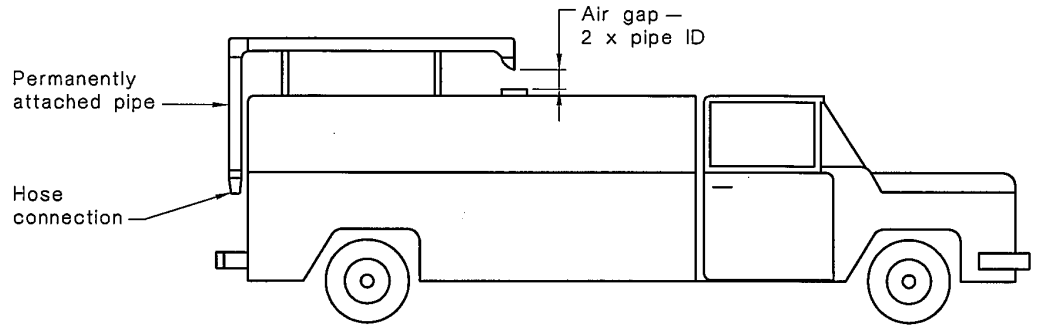
This Appendix provides examples in Tables F1 to F3 for individual, zone and containment protection together with hazard ratings and device selection. It is recommended these procedures be adopted to contain the risk levels required for backflow protection.

Figures F1 to F7 give typical installation examples for testable and non-testable backflow prevention devices.

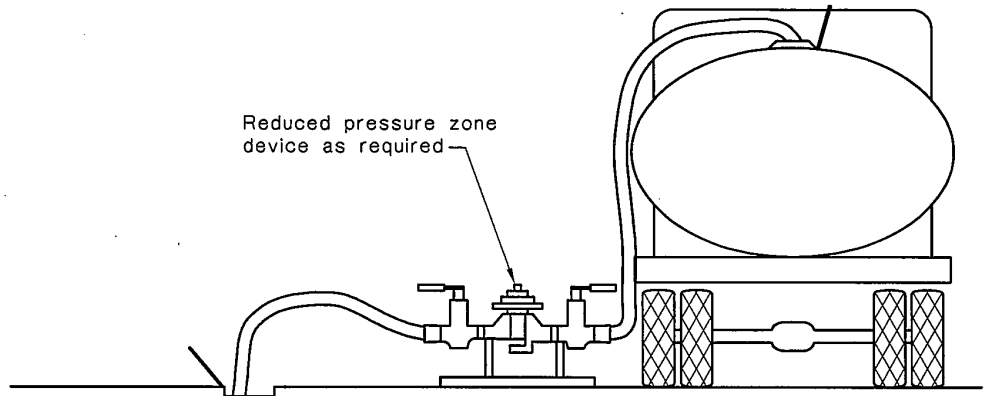
TABLE F1
INDIVIDUAL PROTECTION—HAZARD RATINGS AND A SELECTION OF
BACKFLOW PREVENTION—DEVICES FOR BACKFLOW PREVENTION
PROTECTION AT INDIVIDUAL FIXTURES, APPLIANCES OR APPARATUS

Form of cross-connection	Hazard rating	Backflow prevention device
AGRICULTURAL AND HORTICULTURAL		
Antibiotic injectors	High	RBT or RPZD
Fertilizers, herbicides, nematicides, insecticides and weedicides injected into an irrigator (see Section 7, Type D)	High	RBT or RPZD
Fogging and cleaning sprays with chemical injection	High	RBT or RPZD
INDUSTRIAL AND COMMERCIAL		
Fogging and cleaning spray equipment with chemical injection or additives	High	RBT or RPZD
Pan washing apparatus	High	RBT or RPZD
Chemical dispensers (high toxicity)	High	RAG, RBT or RPZD
Weed and pest spraying and water cartage tanks	High	RAG or RPZD (see Figure F1)
Mixing of chemicals	High	RAG or RPZD
Portable and mobile tankers	High	RAG or RPZD (see Figure F1)
Chemical dispensers (low toxicity)	Medium	Testable device
Coils and jackets in heat exchangers—unsealed and toxic environment	Medium	DCV only
Coils and jackets in heat exchangers—sealed and non-toxic environments	Low	Non-testable device
Photographic processing machines (no developer mixing)	Low	Non-testable device
HOSPITALS—MEDICAL		
Equipment used for handling, mixing, measuring and processing chemical and microbiological substances	High	RAG or RPZD
Photographic developers		
(a) Developer mixing facilities	High	RAG or RPZD
(b) Water supplying rinse tanks	Low	Non-testable device
Dental console		
(a) Australia	Low	VDCV
(b) New Zealand	High	RAG or RPZD

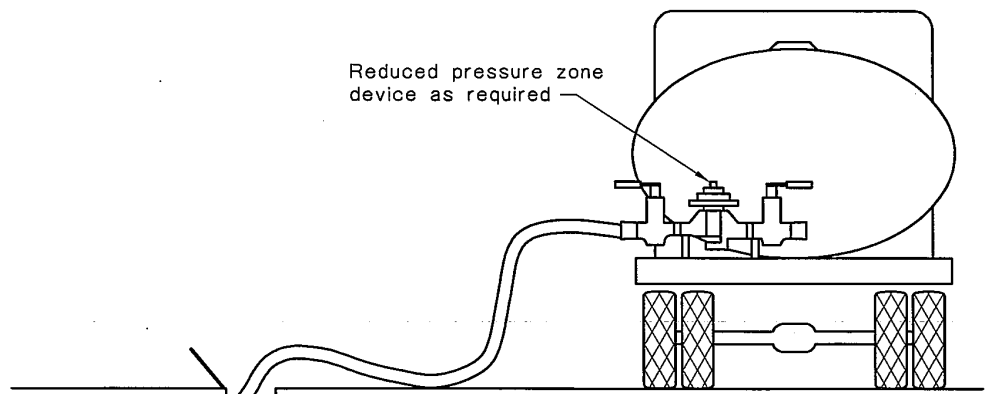
(continued)



(a) With air gap



(b) With portable assembly



(c) With truck-mounted assembly

FIGURE F1 TYPICAL MINIMUM PROTECTION FOR FILLING TANKER TRUCKS