

TERMS & CONDITIONS FOR HIRE OF LOWER MURRAY WATER PORTABLE WATER UNITS

For the purposes of this document, the following abbreviations will be used.

- Hirer Hiring Organisation (as shown in Section 1)
- Hirer Representative Hiring Organisation's Authorised Representative (as shown in Section 1)
- LMW Lower Murray Water as owner of portable water units

Available for Hire

- Portable Bottle Refill Unit
- Portable Drinking Fountain
- Portable Ice Box Water Chiller

1. Hiring Organisation

The Hirer must be the user of the portable water units and is not able to transfer or assign the hiring rights to another body or individual. The Hirer representative is responsible for the care, use and return of the portable water units until they are back in possession of Lower Murray Water (LMW).

2. Bond and Estimated Penalties

Current bond fees and estimated penalties are shown as Schedule 2.

Bond is fully refundable upon return and

Hire fees are standard whether one, two or three units are requested.

3. Proper use of the Portable Water Units

The Hirer acknowledges the portable water units will not to be used for any unlawful purpose or for a purpose other than that which a water unit of this type would be expected to be used for.

The portable water units must be connected directly into a reticulation system supplied by LMW, with no additional hosing or extensions connected.

A penalty fee will apply if additional cleaning is required due to improper use. Should the portable water units be used improperly, any future hiring requests may be refused.

If portable water units are found to be faulty prior to usage by the Hirer and not fit for purpose, LMW will refund all applicable fees.

LMW will not attend nor provide maintenance services to any portable water units if found by the Hirer to be faulty and not in working condition.

4. Location of use

The event must be in a community, public or council owned outdoor location with a dedicated water connection to reticulation systems supplied by LMW.

The location cannot be on private property or a fire hydrant.

LMW reserves the right to arrange a site inspection prior to the event.

The portable water units are to be used at the location that has been stated at the time of booking, in Section 2. The portable water units must not be used at an alternative location, or for an alternative use, without the prior approval of LMW.



5. Public Liability insurance

As a condition of booking confirmation, the Hirer must provide LMW with a "Certificate of Currency" indicating they have public liability cover to the value of \$20 million. The Certificate of Currency must clearly indicate your insurer will cover your organisation "Australia Wide" *or* at the <u>location</u> where you wish to use the <u>portable water units</u>. In many cases, this will be a public venue.

The Hirer agrees to indemnify LMW from and against all actions, costs, claims, charges, penalties whatsoever arising out of, or in any way related to, the hiring and use of the portable water units. A copy of your current liability insurance policy must accompany your hire application.

6. Hire period

The hire period, which will be agreed upon acceptance of application by LMW, is not to exceed four days. Should additional hire period be required, additional fees may apply. The Hirer should ensure their application includes adequate time for transport of the portable water units, set up, cleaning and pack up. Please refer to Schedule 1 'Hire Periods'.

7. Cancellation of booking

Should the Hirer no longer require the portable water units as booked, LMW must be notified as soon as possible. The bond will be refunded in full as soon as practical. If such notice is given within 12 hours of the start of the hire period, LMW reserves the right to charge a cancellation fee as listed in Schedule 2.

8. Bond

All Hirers must pay a bond upon confirmation of booking and a receipt will be issued. After return and checking of the portable water units, the bond will be refunded to the Hirer provided the terms and conditions regarding cleaning and damage or loss have been met. The bond cheque will be returned by post to the Hirer's address, as stated in Section 1 of the agreement, as soon as practical.

9. Pick-up and return

Portable water units will be made available for collection between 9am and 11am on the start day of hire and the units are to be returned between 9am and 11am on the end day of hire. A time between 9am and 11am for both collection and return MUST be booked by the Hirer in advance and accepted by LMW.

As LMW must arrange staff resources around booking times, failure to book in by/on the date advised by LMW, when use of the portable water units is confirmed, will result in cancellation of your booking and forfeiture of your bond. Please also be aware failure to adhere to the booked times will incur a penalty as listed in Schedule 2.

The portable water units are to be collected from and returned to the LMW office nearest to the event. Offices are located in Mildura, Swan Hill and Kerang. The Hirer Representative is to report to the Reception area when he/she arrives at the LMW office where further directions will be given.

Under no circumstances should the Hirer Representative proceed to the storage area without approval.

10. Correct set up and dismantling of the Portable Water Units

An instruction folder is provided for the set up and pack down of the portable water units. These instructions must be followed to ensure safe use and acceptable care of the portable water units. Please note - failure to follow these instructions may result in forfeit of the complete bond.

11. Care of the Portable Water Units



The Hirer agrees to take care of the portable water units at all times whilst in their control e.g. for the hire period nominated. Nothing is to be affixed to the panels of the portable water units using any kind of tape or adhesive (e.g. sticky tape, duct tape, glue, Blu-Tack etc.). Nothing is to be written on any part of the portable water units under any circumstances. The portable water units, hoses and connections must not be modified in any way.

12. Signage

The Hirer agrees to display signage in the form of wave banners as provided by LMW, showing support of the Hiring group's activity. It is a condition of hire that this signage is displayed correctly and in a suitably prominent position.

13. Cleaning

The portable water units must be clean prior to return to LMW and must be packed DRY. If the portable water units are packed wet or dirty, a cleaning fee will apply and will be deducted from the bond. Additional costs may be incurred if the portable water units have been used improperly (see Clause 3). Please note - if extensive cleaning is required, the Hirer may forfeit their complete bond.

14. Damage or Loss

Major: Major damage or loss (including theft) must be reported to LMW as soon as practical. Should the loss be due to theft (or suspected theft) LMW requires the Hirer to also contact the Police and subsequently inform LMW of the resultant Incident Report Reference. Should LMW's insurance not provide cover for the major damage or loss to the portable water units, LMW may seek to recover the replacement value from the Hirer.

Minor: Minor damage or loss is to be reported to LMW upon return of the portable water units. Fees will apply for cleaning, replacement or repair of items, as per estimates in Schedule 2, such fees to be deducted from the bond. The costs shown in Schedule 2 are estimates only, do not include GST and these costs may vary due to supplier charges. Actual costs will be advised at the time as necessary. Should the value of the damage or loss not be covered by the bond, LMW reserves the right to recover such value from the Hirer. Fair wear and tear is to be excluded.

15. No implied warranty

To the best of its ability, LMW hires the portable water units in a clean and maintained state; however LMW does not provide any warranty that the portable water units are fit for the purpose of the Hirer and takes no responsibility for any loss or damage to the portable water units, persons or chattels that may be caused by the portable water units.

16. Safety

The portable water units must be used in accordance with the *Occupational Health and Safety Act 2004* at all times.

Safety equipment provided is to be in place whilst units are in use at all times.

17. Ownership

The portable bottle refill station, portable drinking fountain and ice box water chiller remain the property of LMW at all times.



SCHEDULE 1 - HIRE PERIODS

	Monday		Monday Tues		Wedn	Wednesday		Thursday		Friday	Saturday		Sunday		Monday		Tues
	11am	2pm	11am	2pm	11am	2pm	11am	2pm	11am	2pm	11am	2pm	11am	2pm	11am	2pm	11am
Week day hiring																	
Monday - Tuesday		Hire Po	eriod 01														
Monday - Wednesday			Hire Pe	eriod 02													
Monday - Thursday				Hire Pe	eriod 03												
Monday - Friday					Hire Pe	eriod 04											
Tuesday - Wednesday				Hire Pe	eriod 05												
Tuesday - Thursday					Hire Pe	eriod 06											
Tuesday - Friday						Hire Pe	eriod 07										
Wednesday - Thursday						Hire Pe	eriod 08										
Wednesday - Friday							Hire Pe	eriod 09									
Thursday - Friday								Hire Pe	riod 10								
Weekend hiring																	
Friday - Monday											 	Hire Pe	eriod 11				
Long weekend hiring																	
Public Holiday on Friday											Hire Pe	riod 12					
Public Holiday on Monday								Hire Period 13									



SCHEDULE 2 - HIRE FEES AND ESTIMATED PENALTIES

Current as at January 2020

HIRE FEES

Refer to Schedule 1 for Hire Period reference.

	Hire												
	Period												
	01	02	03	04	05	06	07	08	09	10	11	12	13
Hire Charge	\$100.00	\$100.00	\$100.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$150.00	\$150.00
Bond	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Total Cost	\$300.00	\$300.00	\$300.00	\$350.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$350.00	\$350.00

ESTIMATED PENALTIES

Cancellation fee - \$50.00

The following costs are estimates only and actual costs may be higher or lower at the time of cleaning/replacement. The Hirer will be advised of the actual cost as appropriate.

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Meet PAT Spare Parts Pricing 2018 - R1

GENERAL

Code	Description	AUD (RRP)	NZD (RRP)	USD (RRP)
MP-TAP-EK-01	Tap Regulator Cartridge	\$91	\$96	\$68
MP-BUTTON-01	Plastic Push Button Assembly	\$20	\$21	\$15
MK2 Stainless Steel Button + seal and plate	Stainless Steel Push Button Assembly	\$103	\$108	\$77
MP-F-Body	Inline Carbon Filter Body 1/4" Quick Connectors.	\$26	\$27	\$20
MP-F-Carbon	Replacement Carbon Pack for MP-F-Body	\$10	\$11	\$8
MP-D-Flow-01	Digital Flow Meter - Standard	\$109	\$115	\$82

FRAME AND METAL WORK

Code	Description	AUD (RRP)	NZD (RRP)	USD (RRP)
MP-Casting-C-01	Permanent Corner Casting - No Hole	\$41	\$43	\$30
MP-Casting-DF-B-01	Drinking Fountain Button Casting - AL	\$45	\$47	\$33
MP-Casting-DF-B-SS-01	Drinking Fountain Button Casting - SS316	\$32	\$34	\$24
MP-Casting-DF-D-01	Drinking Fountain Drain Casting	\$51	\$53	\$38
MP-Casting-TO-D-01	The One Drain Casting - AL	\$38	\$40	\$29
MP-Casting-WW-S-01	Water Window Surround	\$22	\$24	\$17

GRAPHICS PANELS

Code	Description	AUD	NZD	USD
5545	·	(RRP)	(RRP)	(RRP)
MP-PANEL-R-1300	Refill Station Graphics Panel 2mm Polycarbonate Standard - 1300mm (WITHOUT PRINTING)	\$58	\$61	\$43
MP-PANEL-R-1300-P	Refill Station Graphics Panel 2mm Polycarbonate - Standard Height - 1300mm (WITH CUSTOM BRANDING/PRINTING APPLIED)	\$150	\$158	\$113
MP-PANEL-R-1500	Refill Station Graphics Panel 2mm Polycarbonate Mid Height - 1500mm (WITHOUT PRINTING)	\$58	\$61	\$43
MP-PANEL-R-1500-P	Refill Station Graphics Panel 2mm Polycarbonate - Standard Height - 1300mm (WITH CUSTOM BRANDING/PRINTING APPLIED)	\$150	\$158	\$113
MP-PANEL-R-1900	Refill Station Graphics Panel 2mm Polycarbonate Mid Height - 1500mm (WITHOUT PRINTING)	\$93	\$98	\$70
MP-PANEL-R-1900-P	Refill Station Graphics Panel 2mm Polycarbonate Mid Height - 1500mm (WITH CUSTOM BRANDING/PRINTING APPLIED)	\$160	\$168	\$120
MP-PANEL-TO-1300	The One - Refill Station and Drinking Fountain Graphics Panel 2mm Polycarbonate Standard - 1300mm (WITHOUT PRINTING)	\$115	\$121	\$87
MP-PANEL-TO-1300-P	The One - Refill Station and Drinking Fountain Graphics Panel 2mm Polycarbonate Standard - 1300mm (WITH CUSTOM BRANDING/PRINTING APPLIED)	\$160	\$168	\$120
MP-PANEL-TO-1500	The One - Refill Station and Drinking Fountain Graphics Panel 2mm Polycarbonate - Mid Height - 1500mm (WITHOUT PRINTING)	\$115	\$121	\$87
MP-PANEL-TO-1500-P	The One - Refill Station and Drinking Fountain Graphics Panel 2mm Polycarbonate - Mid Height - 1500mm (WITH CUSTOM BRANDING/PRINTING APPLIED)	\$160	\$168	\$120
MP-PANEL-TO-1900	The One - Refill Station and Drinking Fountain Graphics Panel 2mm Polycarbonate - Mid Height - 1500mm (WITHOUT PRINTING)	\$187	\$196	\$140
MP-PANEL-TO-1900-P	The One - Refill Station and Drinking Fountain Graphics Panel 2mm Polycarbonate - Tall Height - 1900mm (WITH CUSTOM BRANDING/PRINTING APPLIED)	\$240	\$252	\$180
MP-PANEL-DF	Drinking Fountain Graphics Panel 2mm Polycarbonate - Standard (WITHOUT PRINTING)	\$46	\$48	\$34
MP-PANEL-DF-P	Drinking Fountain Graphics Panel 2mm Polycarbonate - Standard (WITH CUSTOM BRANDING/PRINTING APPLIED)	\$130	\$137	\$98

PORTABLE/X-SYSTEM

PORTABLE/A-STSTEW				
Code	Description	AUD (RRP)	NZD (RRP)	USD (RRP)
MP-P-Casting-C-01	Portable Refill Station Aluminium Corner Casting	\$24	\$26	\$18
MP-P-BAG-01	Wheelie Water Station Carry Bag	\$295	\$309	\$221
MP-P-BASE-ASSY-01	Plastic Moulded Base	\$232	\$243	\$174
MP-P-TapAdpt	Portable Tap Adapter	\$40	\$42	\$30
MP-P-JHD	Portable Joiner Hose - Drainage	\$50	\$53	\$38
MP-P-JHW	Portable Joiner Hose - Drink Safe Water	\$50	\$53	\$38
MP-X-JHD	X-System Joiner Hose - Drainage	\$50	\$53	\$38
MP-X-JHW	X-System Joiner Hose - Drink Safe Water	\$50	\$53	\$38
MP-X-TAW	X-System - 3/4" Threaded Water Adapter Hose	\$50	\$53	\$38
MP-X-TAD	X-System - 3/4" Treaded Drainage Adapter Hose	\$50	\$53	\$38
MP-X-Base	X-System Metal Base	\$350	\$368	\$263
MP-P-CONNECT-23-F-S	23mm Female Connector - Threaded with stop Valve	\$30	\$32	\$23
MP-P-CONNECT-23-F-B	23mm female Connector - Barb without stop valve	\$30	\$32	\$23
MP-P-CONNECT-23-M-B	23mm male connector - Barb	\$18	\$19	\$14
MP-P-CONNECT-35-F-S	35mm Female Connector - Threaded with stop Valve	\$73	\$77	\$55
MP-P-CONNECT-35-F-B	35mm female Connector - Barb without stop valve	\$79	\$83	\$59
MP-P-CONNECT-35-M-B	35mm male connector - Barb	\$36	\$38	\$27

HOSING

Code	Description	AUD (RRP)	NZD (RRP)	USD (RRP)
MP-P-WH-10	Portable/X-System Drink Safe Hose - 10m with Stainless Steel Connectors	\$90	\$95	\$68
MP-P-WH-20	Portable/X-System - Drink Safe Hose - 20m with Stainless Steel Connectors	\$130	\$137	\$98
MP-P-WH-30	Portable/X-System Drink Safe Hose - 30m with Stainless Steel Connectors	\$160	\$168	\$120
MP-P-WH-50	Portable/X-System Drink Safe Hose - 50m with Stainless Steel Connectors	\$200	\$210	\$150
MP-P-DH-4m	Portable/X-System Drain Hose - 4m with Stainless Steel Connectors	\$70	\$74	\$53

For Australia and NZ - All Prices quoted are exclusive of GST | All prices + GST Prices do not include Shipping | Prices are subject to change without notice.



AGREEMENT AND TERMS & CONDITIONS FOR HIRE OF LOWER MURRAY WATER PORTABLE WATER UNITS

Please ensure ALL sections are completed in full

Section 1: Hiring Organisation Details

Section 1.	Thing Organisation Details
Name of Organisation:	
Incorporated No or ABN:	
Postal Address:	
Contact Number:	
Email:	
Representative name:	
Position: (ie: President, committee member etc)	
Drivers' Licence number, State of issue and expiry:	
Public Liability Certificate	Certificate number Supplied
Section 2:	Hiring requirement
Location of event:	
Date and time of event:	
Date of pick-up: (Monday to Friday only)	Between 9am and 11am
Date of return: (Monday to Friday only)	Between 9am and 11am
Hire Period reference: (see Schedule 1)	
Units requested:	Bottle Refill Unit Drinking Fountain
	Ice Box Water Chiller
Section 3:	Authorisation
In signing below, I	
· Our organisation ur	ame) Inderstands, accepts and agrees to the Terms & Conditions of hire; and the above organisation to enter into this agreement
Signature:	Date://

Lower Murray Water is committed to protecting personal information provided by you in accordance with the principles of the Victorian privacy laws. The information you provide will be used to provide products or services and will generally be made available to the necessary employees/contractors to allow these to be provided to you. If all of the requested information is not provided, your request/application may be delayed. You may access the information you have provided LMW by emailing us at privacy@lmw.vic.gov.au