

## 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 fees

The current bond fees to be paid by the Hirer are **\$250 per hire**. The bond is fully refundable upon return and inspection of the unit/s.

### 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 of the agreement. 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 **location where you wish to use the portable water units**. 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 an additional hire period be required, a request must be made directly and agreed to by LMW. The Hirer should ensure their application includes adequate time for transport of the portable water units, set up, cleaning and pack up.

#### 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 of \$50 (deducted from the bond) .

#### 8. Bond payment

All Hirers must pay a bond upon confirmation of booking and a receipt will be issued. After return and inspection 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 will be returned to the Hirer , 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 the Hirer will incur the cancellation fee.

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, the cost of such fees will be advised by LMW and will be deducted from the bond. The costs shown in Meet PAT spare parts pricing schedule are estimates only and 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.

### MeetPAT Spare Pricing List – August 2023

PARTS LIST – As shown				AUS \$
1.	CA-103-001-01	Corner Casting - Silver Lode		\$30
2.	AS-PA-VA-01-00	Solenoid Valve Assembly		\$207
3.	AS-PA-BP-00-00	Battery Pack Assembly		\$25
4.	AS-PA-WS-01-00	Water Window Surround Kit – ASA		\$32.50
5.	AS-PA-SE-00-00	Bottle Refill Sensor Assembly		\$45
6.	AS-PA-CP-00-00	Cover Plate Assembly		\$28
7.	AS-PT-FH-00-00	Portable Filter Head Assembly		\$174
8.	AS-PT-SL-00-00	Portable Plumbing Supply Line Assembly		\$300
9.	AS-PT-CB-00-00	Connector Base Assembly		\$373

ADDITIONAL PRODUCT PARTS LIST – Not shown				AUS \$
AX-FR-01	Water filter			\$138
AS-PT-JW-01-00	Portable Joiner - Supply			\$100
AS-PT-JD-01-00	Portable Joiner - Drainage			\$145
AS-PT-TA-01-00	Stainless Steel Tap Adapter - AUS			\$83
AS-PT-TA-02-00	Stainless Steel Tap Adapter - USA			\$83
AS-PT-HD-01-00	Portable Drain Hose - 4m			\$157
AS-PT-HW-01-00	Portable Supply Hose - 10m			\$136

GRAPHICS PANEL OPTIONS				AUS \$
MA-132-000-01	PT-RS-03 Graphics Panel - 2mm Polycarbonate			\$120

## 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

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: <input type="checkbox"/>

### Section 2: Hiring requirement

Location of event:		
Date and time of event:		
Date of pick-up: <i>(Monday to Friday only)</i>	<i>Between 9am and 11am</i>	
Date of return: <i>(Monday to Friday only)</i>	<i>Between 9am and 11am</i>	
Unit/s requested	<input type="checkbox"/> Bottle refill station <input type="checkbox"/> Drinking fountain <input type="checkbox"/> Ice box water chiller	

### Section 3: Authorisation

In signing below, I \_\_\_\_\_ confirm:  
(name)

- Our organisation understands, accepts and agrees to the Terms & Conditions of hire; and
- I am authorised by 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](mailto:privacy@lmw.vic.gov.au)