

## Filling Stations Conditions of Use

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TasWater agrees to permit the Customer to access water from its Public Filling Stations provided that the following terms and conditions are complied with at all times.

### 1. Electronic Key and charges

- I. All electronic keys used for the dispensing of water from TasWater's Public Filling Stations will remain the property of TasWater.
- II. This Electronic Key is not a disposable item and is designed for repeated use and/or recharging.
- III. On the return of the Electronic Key, TasWater will return your deposit.
- IV. Your deposit will not be returned if the Electronic Key has been damaged.
- V. The cost of water dispensed from TasWater's Public Filling Stations will be deducted or charged at the rate advertised from time-to-time by TasWater, and available on our website [www.taswater.com.au](http://www.taswater.com.au). The price TasWater will charge the Customer for water under this agreement is detailed in its Price and Services Plan that is approved by the Office of the Tasmanian Economic Regulator (the Regulator). Additional information in respect of the Regulator's price determination may be accessed at [www.economicregulator.tas.gov.au](http://www.economicregulator.tas.gov.au).
- VI. Avdata Australia provides billing, reporting, monitoring and access control services for TasWater's Filling Stations that use an Electronic Key. Avdata Australia's Terms and Conditions are outlined in section 6.

### 2. Access to Filling Stations

- I. A Female Cam Lock fitting and hose will be required and supplied by the customer to obtain water from TasWater's Public Filling Stations. Sizes required for specific Filling Station are available on our website [www.taswater.com.au](http://www.taswater.com.au)
- II. Customers must use TasWater's Public Filling Stations in a responsible and safe manner. Instructions on how to use the Filling Station, as shown on your application form or as per signage at the filling station, must be adhered to at all times and care should be taken when connecting and disconnecting the hose from your container/ tanker and Filling Station.
- III. Any person or user found or identified as misusing TasWater's Public Filling Stations or its components may be disallowed future use and be required to pay for any repairs, or damage or costs attributed or resulting from the misuse or abuse.
- IV. Filling Stations are provided by TasWater to allow customers to access a potable water supply. It is illegal to access water through hydrant points or fire services.

### 3. Unavailability of Water from the Filling Station and Liability

- I. Public Filling Stations may be taken out of operation from time-to-time to facilitate repairs, upgrades or improvements. TasWater shall not be liable for any interruption to the supply of water to the filling point incurred for any reason whatsoever, including but not limited to interruptions occasioned by essential maintenance and modifications to the water supply system. Except in cases of emergency, TasWater shall give the customer reasonable notice of any such interruption to water supply. No compensation shall be payable by TasWater for such an interruption to supply or any additional costs or expenses, including any extra costs or expenses if water is obtained from other Public Filling Stations.
- II. TasWater will not be held liable or responsible for any costs or inconvenience resulting in the Public Filling Station not being available to users at any time.

Instances such as:

- Power failures or outages
- Non-supply of water to the facility
- Abuse of the facility
- Vandalism to the facility
- Vehicular access problems

Or other instances not within TasWater's control which may result in the Public Filling Station not being able to operate or adequately dispense water. All endeavors will be made by TasWater to ensure the Public Filling Station is operating continually, safely and reliably.

- III. TasWater or officers, staff or agents of TasWater will not take any responsibility for anyone or anything that may be injured or damaged as a result or resulting in an action, function or inaction of any part or parts of the facility known as a Public Filling Stations.
- IV. TasWater may vary the mode of operation or availability of the Public Filling Stations as it sees fit.
- V. Access to a Public Filling Station may be restricted or denied when it's specifically required for emergency services. TasWater may, in such circumstances, modify the facility which may disallow other users.

#### 4. Lost Keys

- I. It is the responsibility of the key owner to advise Avdata Australia immediately on (02) 6262 8111 or TasWater on 13 6992 if their key is lost or has been stolen.
- II. TasWater or its employees will not take responsibility for any loss of credit or accumulation of charges resulting in loss of an electronic key or the system not being operated as advised or directed.

#### 5. Water Carter's Responsibilities

- I. Water Carters must verify that vehicles used for delivery of domestic drinking water have been certified with the relevant Council Environmental Health Officer.
- II. The Water Carter shall be responsible for maintaining the potable water standard for any water sold by the Water Carter as potable water. Water Carters must meet the Tasmanian Water Quality Guidelines as directed by the Director of Public Health under the Public Health Act 1997.
- III. TasWater requires Water Carters to maintain a current public liability insurance policy, which cover extends to the supply of water, taking of water and all other activities for any single event, or series of claims arising from a single event.
- IV. TasWater will supply water at the Public Filling Stations that meets the Australian Drinking Water Guidelines, unless all customers are notified otherwise. The Water Carter acknowledges that chlorine may be present in the water and may react with common rainwater tank contaminants to cause unusual tastes and/or odour to be present in the water. Water Carters must advise its customers of this possibility.
- V. Water Carters are reminded that it is illegal to access TasWater's network through hydrant points or fire services for water other than for firefighting purposes by Tasmania Fire Services.

#### 6. Avdata Australia - Terms and Conditions

- I. Avdata Australia reserves the right to reject Electronic Key registration applications, including those which are incomplete, which are not signed, or where related accounts have not been paid.
- II. The purchaser of each Electronic Key is registered at Avdata Australia as the key holder who is liable for all usage on that Electronic Key, whether or not the usage was authorized.
- III. Avdata Australia must be advised immediately on (02) 6262 8111 when an Electronic Key is reported lost or stolen. Lost or unwanted Electronic Keys will only be de-registered from the System on receipt of written advice to Avdata Australia.
- IV. Accounts for Account Keys are issued monthly for usage during the previous month. Some usage may fall outside the period if there has been a delay in obtaining data.
- V. Accounts must be paid in full within 21 days of billing, and if not paid by that date become overdue for payment.
- VI. Overdue accounts may incur an overdue account fee by Avdata Australia of \$13.17 (plus GST) and if the keys are deregistered, due to non-payment, you may incur a Electronic Key re-registration fee of \$22.00 per Electronic Key (plus GST). Electronic Keys will normally not be re-registered until the account is paid in full.
- VII. AVDATA may vary these conditions, fees and charges at any time without notice.
- VIII. The registered Electronic Key holder is also liable for and agrees to pay all legal and other costs and expenses incurred in recovering unpaid amounts.
- IX. The signed agreement shall be governed by and construed in accordance with the laws in force in the Australian Capital Territory and be submitted to the exclusive jurisdiction of the courts of that Territory

Further information can be supplied by Avdata Australia on 02 6262 8111 or [mail@Avdata.com.au](mailto:mail@Avdata.com.au).