



# **Tankered Drinking-Water Carriers Supply Contract**

**between**

**Watercare Services Limited**

**and**

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**the “Tankered Drinking-Water Carrier”**

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- 1 The purpose of this contract is to create a legally enforceable agreement between the Tankered Drinking-Water Carrier (the “Carrier”) and Watercare Services Limited (“Watercare Services”) that will allow the Carrier to use the Watercare Services owned Water Filling Station (the “Filling Station”) in accordance with the terms contained in this contract.
  
- 2 Once the parties have both signed this contract, Watercare Services shall:
  - 2.1 Provide Class 1(a) water with a FAC of more than 0.2 mg/L as defined in the Ministry of Health publication Guidelines for the Safe Carriage and Delivery of Drinking-Water. Watercare Services will notify the Carrier if any drinking water sample taken from the Filling Station transgresses the Drinking-Water Standards For New Zealand 2005 (2008 Revision). Watercare Services does not guarantee any maximum or minimum pressures or flow rates for the water supplied to the Carrier, nor is Watercare Services able or obliged to guarantee an uninterrupted service;
  - 2.2 Equip the Filling Station with backflow prevention as soon as practicable;
  - 2.3 Give the Carrier a Carrier-specific key or electronic access key for use when the Filling Station is open and operational. Watercare Services reserves the right to issue an access key at Watercare Services’ sole discretion. The key will give the Carrier access to enable the Carrier to take water from the Filling Station. The usage will be monitored for billing purposes. The key or electronic access key remains Watercare Services’ property;
  - 2.4 Cancel the access key upon the Carrier’s request; this will only be undertaken after Watercare Services receives notification in writing. Where an access key has been lost, the Carrier will be issued with a replacement access key, at Watercare Services’ sole discretion. A charge will be made for each replacement access key that needs to be issued;
  - 2.5 Charge the Carrier for the volume of water used at the Filling Station at the water filling station rate per cubic meter as published on Watercare Services’ website [www.watercare.co.nz](http://www.watercare.co.nz);
  - 2.6 Calibrate the meters at the Filling Station as per the water meter code of practice;
  - 2.7 Invoice the Carrier on a monthly basis for the water that the Carrier takes from the Filling Station. Watercare Services will require the Carrier to deposit a bond.
  
- 3 Once the parties have both signed this contract, the Carrier shall:
  - 3.1 Adhere to Watercare Services’ terms and conditions at all times;
  - 3.2 Ensure that the Carrier’s employees or agents comply with this contract and the terms and conditions as if they are parties to it;

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3.3 Pay for the water that the Carrier draws from the Filling Station. Water will be charged to the Carrier at the water filling station rate which Watercare Services charges for water at the time it is drawn from the Filling Station, unless Watercare Services agrees otherwise with the Carrier in writing. Water tariffs are given on the Watercare website:

<http://www.watercare.co.nz>

3.4 Pay Watercare Services invoices send to the Carrier within the stipulated period as given on the Watercare website. The Carrier will be liable for all the water the Carrier consumes at the Filling Station. Late or part payment by the due date may incur late payment charges, interest, administration charges, collection or legal fees;

3.5 Comply with the following legal and regulatory requirements: \*\*

3.5.1 Drinking Water Standards of New Zealand 2005 (2008 Revision) in particular section 11: *Tankered Drinking Water Compliance Criteria*;

3.5.2 Health (Drinking-Water) Amendment Act 2007;

3.5.3 The Ministry of Health publication Guidelines for the Safe Carriage and Delivery of Drinking-Water, available from the Ministry of Health’s website: <http://www.moh.govt.nz>, and;

3.5.4 Being registered on the Register of Community Drinking Water Supplies and Suppliers in New Zealand (<http://www.moh.govt.nz>)

3.6 Ensure tanks are suitable for conveying drinking-water; \*\*

3.7 Not use tanks for purposes other than conveying drinking-water; \*\*

3.8 Continually indemnify Watercare Services against any liability Watercare Services incurs from:

3.8.1 Representations, warranties or guarantees given by the Carrier regarding the water or implied by law where such representations, warranties or guarantees could incur liability for Watercare Services;

3.8.2 Any breach of the Carrier’s obligations under this contract including the terms and conditions;

3.8.3 Any damage (accidental or otherwise) caused to the Filling Station;

3.8.4 Any disruption to the water supply the Carrier may cause, or;

3.8.5 Any claims from the Carrier’s customers or other persons concerning property damage, pecuniary loss, injury or death resulting from any act or omission on the part of the Carrier.

3.9 Follow Watercare Services representatives’ directions when accessing or using the Filling Station;

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- 3.10 Take reasonable care when accessing or using the Filling Station to avoid:
  - 3.10.1 Damage to the Filling Station (any damage must be reported immediately to Watercare Services);
  - 3.10.2 Contamination of the water (any contamination must be reported immediately to Watercare Services);
  - 3.10.3 Damage to other vehicles or property belonging to another person using the Filling Station;
  - 3.10.4 Damage to vehicles or other property belonging to any member of the public.
- 3.11 Behave in a professional and courteous manner to Watercare Services' representatives, other users of the Filling Station and any member of the public;
- 3.12 Notify Watercare Services of other users of the Filling Station who might be breaching the terms and conditions of this contract. Encourage all Carriers to gain authorised access to the Filling Station by this contract;
- 3.13 Take all practicable steps to ensure noise levels from the Carrier's vehicles are kept to a minimum while using the Filling Station;
- 3.14 Take reasonable care of the access key and notify Watercare Services immediately if the access key is lost or stolen;
- 3.15 Give the access key back if the contract is suspended or revoked by Watercare Services.

4 To resolve any dispute relating to this contract, the following process will apply:

- 4.1 Watercare Services will try to arrange a meeting with the Carrier at the Watercare Services offices in an attempt to resolve the dispute by discussion;
- 4.2 If the meeting fails to resolve the dispute, either party can require the dispute to be referred to mediation or arbitration. If the parties cannot agree on who the mediator or arbitrator will be, the President of the Arbitrators' and Mediators Institute of New Zealand can choose an independent person as the mediator or arbitrator;
- 4.3 Where either party has required that the dispute be mediated, neither party can take any court action in respect of the dispute until the mediation has been concluded;
- 4.4 Watercare Services will not terminate the contract for late payment of a genuinely disputed amount, where the Carrier is taking reasonable steps to comply with the dispute resolution process above.

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- 5 While the Filling Station will normally be open at agreed hours (per the station specific instructions issued with the key or swipe-card), Watercare Services reserves the right to close the Filling Station at any time for any reason without notification.
  
- 6 The Carrier shall only take water from the Filling Station. The Carrier shall not take water from hydrants, even when the Filling Station is closed or unavailable, unless the Carrier has the express permission of Watercare Services to use specially designated hydrants. In this instance, the Carrier must use a Watercare approved 65mm metered standpipe and observe the correct operational procedures for standpipe usage.
  
- 7 Watercare Services can vary, suspend or revoke this contract and the terms and conditions or impose new terms and conditions or restrictions concerning access to the Filling Station at any time and for any reason. If Watercare Services revokes this contract it will not affect Watercare Services' rights against the Carrier that arose prior to the date of revocation. Where practicable the Carrier will be notified in advance, in writing, of any changes.
  
- 8 Watercare Services is not liable to the Carrier for any loss that the Carrier suffers while using the Filling Station no matter how that loss is caused.
  
- 9 The Carrier shall not assign or transfer the contract.
  
- 10 This contract continues until terminated.
  - 10.1 Watercare Services may terminate this contract by giving seven days written notice, or immediately where the Carrier fails to observe the terms of the contract.
  - 10.2 The Carrier may terminate this contract by written notice to Watercare Services. On termination the Carrier will be provided with any refund of any paid bond after Watercare Services has deducted any outstanding payment obligations.

*\*\* Clauses 3.5, 3.6 and 3.7 are applicable only if the Tanker is being used for Drinking water*

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This Contract is made on \_\_\_\_\_ between Watercare Services Limited and \_\_\_\_\_ (the Tankered Drinking-Water Carrier).

**Watercare Services Limited**

Authorised Signatory

Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

**Tankered Drinking-Water Carrier**

Authorised Signatory

Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

**Contact details Watercare Services Limited**

**The Metering and Backflow Team**

Email Address: standpipes@water.co.nz

Phone No: 09-442 2222

Physical Address: 73,Remuera Road,Remuera, Auckland 1023

**Postal Address: Private Bag 92521, Wellesley Street, Auckland 1141**

**Contact details Tankered Drinking-Water Carrier**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

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