



H₂O on Tap

Rehydration Station

Are you looking for something unique for your next event? Why not complete the form below to see if you are eligible to use AQWEST's Rehydration Station. Patrons can have a drink or fill their water bottles for free, what a great way to promote your event.

If you are a not-for-profit organisation, charity or sporting group located in the AQWEST water licence area (Bunbury, Picton and part of Dalyellup) we would like to hear from you.

The 500 litre tank on the Rehydration Station is made from stainless steel and has eight water dispensing points and a pump to pressurise the water for good flow. There is also a hidden ice chest and refrigeration coil to keep the water icy cold.



Organisation Name:

Address:

Contact Person:

Telephone:

Email:

Event Location:

Event Type:

Date Required:

Time Required: From

to

Expected Patronage:

Please print this Application Form and the Terms and Conditions, complete where required including the signatures and either scan all pages and email to aqwest@aqwest.com.au or post to AQWEST: PO Box 400, Bunbury WA 6231

Rehydration Station - Terms and Conditions

Date The _____ day of _____ 201_____.

Between the parties

Lessor	<p>Bunbury Water Corporation (trading as AQWEST) ABN 18 568 918 143 of a Government Trading Enterprise constituted by the Governor by Order In Council under and subject to the provisions of the <i>Water Corporations Act 1995 (WA)</i> of 5 MacKinnon Way, Bunbury, Western Australia 6230 (Lessor) Lessor's address for service of notices: PO Box 400, Bunbury, Western Australia 6231. Lessor's facsimile number for service of notices: (08) 9780 9509. Attention: The Manager, Water Services.</p>
Lessee	<p>The party whose name, address and facsimile number for service of notices is set out in Item 2 of the Schedule (Lessee).</p>
Recitals	<p>The Lessor has agreed to lease the Rehydration Station to the Lessee for no consideration other than the mutual promises contained in this deed, and the Lessee has agreed to take the Rehydration Station, on the provisions of this deed.</p>

This deed witnesses as follows:

1. Definitions and interpretation

The meanings of the terms used in this deed are set out below.

ACL means Schedule 2 to the *Competition and Consumer Act 2010 (Cth)* and the corresponding provisions of the *Fair Trading Act 2010 (WA)* as applicable.

Act of Parliament includes all Acts of the Parliament of the Commonwealth, and of the State of Western Australia and includes any ordinance, rule, regulation, by law, order, code of practice, guideline and proclamation made or issued under any such Act now in existence, or which comes into existence, during the Term.

Authorisation includes any consent, registration, filing, agreement, and notice of non objection, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Government Agency.

Condition means, in relation to the Rehydration Station, its condition, design, suitability, safety and fitness for use and purpose and the existence of any defects.

Encumbrance means an interest or power reserved in or over an interest in any asset, including any retention of title, or created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power, by way of, or having similar commercial effect, security for the payment of a debt, any other monetary obligation or the performance of any other obligation and includes any other third party right.

Event of Default means any of the events referred to in clause 5.1.

Government Agency means any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, local or municipal government, tribunal, government minister, agency or entity.

Rehydration Station means the equipment more particularly described in Item 1 of the Schedule and includes each and every part of it, and all appurtenances, additions to, and replacements to it from time to time.

Rehydration Station Lessee Operational Procedures means those procedures for the possession, operation and use of the Rehydration Station set out in the written document produced by the Lessor entitled "Rehydration Station Customer Instructional Procedure" as amended by the Lessor from time to time, an initial copy of which the Lessee acknowledges that it has received and reviewed.

Lessee Persons all and each Lessee's officers, employees, agents, contractors and invitees and any third parties, including members of the public, who may have access to or use of the Rehydration Station with the Lessee's consent (whether express or implied).

Lessee's Obligations means the obligations of Lessee under this deed and also those obligations imposed by law, including under any Act of Parliament or Authorisation in respect of the Equipment or its use, or the Location.

Lessor Persons means all and each of the Lessor's officers, managers, employees, agents and contractors

Location means that location as is identified in Item 4 of the Schedule.

Loss includes any loss, damage, cost or expense however caused (including by the negligence of the Licensee or any Licensee Person).

Power means any right, power, authority, discretion or remedy conferred on the Lessor by this deed or any applicable law.

Required Condition means that the Rehydration Station is in proper and safe order and condition and in good and substantial repair (with due allowance for fair wear and tear) so that it is at all times capable of being utilised fully and efficiently for the purpose and to the capacity for which it was designed.

Term means the period set out in Item 3 of the Schedule.

In this deed the rules of interpretation in section 8 of the Property Law Act 1969 (WA) will apply and:

- (a) A promise on the part of 2 or more persons binds them jointly and severally;
- (b) No provision of this deed will be construed adversely to a party because that party prepared this deed or that provision

2. Lease

- 2.1. The Lessor agrees to lease the Rehydration Station to the Lessee and the Lessee agrees to lease the Rehydration Station from the Lessor for the Term, on the terms of this deed.
- 2.2. The Lessee has no interest in the Rehydration Station other than as a lessee and the Lessee acknowledges that it does not have and will not have an option to purchase the Rehydration Station.

- 2.3. The Lessor must deliver the Rehydration Station at that point at the Location as the Lessor determines and the Lessor is taken to have delivered, and the Lessee is taken to have accepted, the Rehydration Station when the Lessor delivers the Rehydration Station at the Location.
- 2.4. The Lessee agrees with the Lessor that:
- 2.5. In deciding to enter into this deed, the Lessee has not relied in any way on the Lessor's skill or judgment in selecting, or in relation to the Condition of, the Rehydration Station;
- 2.6. It or its agents will carry out any inspections of the Rehydration Station the Lessee considers necessary when the Lessor delivers the Rehydration Station at the Location;
- 2.7. It will satisfy itself about the Condition of the Rehydration Station and that it complies with the description of the Rehydration Station as set out in this deed when the Lessor delivers the Rehydration Station at the Location;
- 2.8. neither the Lessor, nor any Lessor Person has made any representation, warranty or undertaking about title to, or the Condition of, the Rehydration Station; and
- 2.9. all express and implied terms, conditions and warranties which otherwise might apply to, or arise out of, this deed are excluded except as provided in this deed and in any law which cannot lawfully be excluded or modified by agreement including, but not limited to, the ACL

3. Indemnity and release

- 3.1. Subject to clause 3.4, the Lessee assumes liability for, and indemnifies the Lessor and the Lessor Persons against all Losses they and each of them suffer, incur or are liable for, including, but not limited to:
 - (a) Reasonable legal expenses on a full indemnity basis;
 - (b) Claims of any kind for strict liability in tort and claims for breach of patent or copyright, arising directly or indirectly:
 - (c) on account of the construction, delivery, installation, leasing, disposition, use, condition or operation of the Rehydration Station by any person (including the Lessor or any Lessor Person, or the Lessee or any Lessee Person, or any other third party;
 - (d) On account of the disposition of the Rehydration Station in connection with an Event of Default;
 - (e) In respect of:
 - 1) Any destruction or loss of, or damage to, property (including the Rehydration Station and any other property owned or used by the Lessor); or
 - 2) death or illness of, or injury to, any person (including any Lessor Person), that may be suffered or sustained in any way relating to or in connection with, directly or indirectly, the Rehydration Station;
 - 3) The occupational health and safety or other workplace or applicable legislation to the Rehydration Station or the Premises;
 - 4) The Lessor exercising its Powers arising out of the occurrence of any Event of Default; or
 - 5) The occurrence of any Event of Default or the early termination of this deed.
- 3.2. The Lessee releases the Lessor and all Lessor Persons to the fullest extent permitted by law from all claims and demands of every kind arising out of the construction, delivery, installation, ownership, leasing, use, disposition, condition or operation of the Rehydration Station, including any liability which may arise in respect of any accident or damage to property or death or illness of, or injury to, any person (including any Lessor Person) of any kind relating to, in or near the Rehydration Station.
- 3.3. The assumption and indemnity in clause 3.1 and the release in clause 3.2 continue in full force and effect despite any termination of this deed or the Term (whether by expiry of time or otherwise).
- 3.4. Any liability of the Licensee for any Loss the Licensor suffers, incurs or is liable in connection with a breach of the Lessee's Obligations is reduced to the extent that the Licensor, its employees or agents contributed to the Loss.

4. Provisions relating to Rehydration Station

- 4.1. Subject to the other provisions of this deed, if no Event of Default is subsisting, the Lessee may peaceably possess and enjoy the Rehydration Station during the Term.
- 4.2. The Lessee must ensure that the Rehydration Station is used and operated in a proper and skilful manner, using only competent personnel, and by recognised methods and standards of operation and that any Lessee's Persons do not misuse the Rehydration Station or any water therein.
- 4.3. The Lessee must ensure that:
 - (a) The Rehydration Station is not sold or otherwise disposed of;
 - (b) No Encumbrance is created over the Rehydration Station; and
 - (c) The Rehydration Station is kept safe and secure and otherwise free from loss, damage, distress, execution or other legal process affecting title to, or possession of, the Rehydration Station.
- 4.4. The Lessee must keep and maintain the Rehydration Station in the Required Condition throughout the Term.
 - (a) The Lessee grants the Lessor the right, and must ensure that others grant the Lessor the right, to enter the Location or any other premises where the Rehydration Station is located, with any Lessor's Persons, workmen and experts and with any materials, to:
 - 1) examine the state of repair or use of the Rehydration Station (for which purpose the Lessor and Lessor's Persons, workmen and experts may carry out any tests that seem necessary to them); or
 - 2) Do anything that the Lessee must do under this deed or under any law at the Lessee's expense.
 - (b) The lesser may exercise its right to enter the Location under clause 4.4(a) at any time or times and without need to give the Lessee any notice.
- 4.5. Until the Lessee has complied with those of the Lessee's Obligations under clause 7.1, the Lessee must duly and punctually comply with:
 - (a) All applicable Acts of Parliament and Authorisations, including, but not limited to those:
 - 1) Necessary for the safe and lawful use or possession of the Rehydration Station, regardless of the person on whom those Acts of Parliament and Authorisations are imposed; and
 - 2) Relating to, directly or indirectly, the Location; and
 - (b) and must ensure that each of the Licensee's Persons must, promptly comply with any rules, regulations, guidelines or directions that the Licensor notifies to the Licensee whether orally or in writing relating to the use, location or possession of the Rehydration Station or any water placed into the Rehydration Station, including the Rehydration Station Lessee Operational Procedures and any other any requirements including, but not limited to, those as to:

- 1) Management, use and control of the Rehydration Station;
- 2) Access or security; or
- 3) Health or safety,

And, without limiting any of the preceding provisions, must ensure that all water placed in, or used, relating to the Rehydration Station is potable, suitable for human consumption and complies with all Acts of Parliament, Authorisations and standards relating to drinking water.

- 4.6. The Lessee must not remove, nor permit to be removed, the Rehydration Station from that point at the Location that the Lessor delivers it, without the Lessor's prior written consent.
- 4.7. The Lessee must ensure that the Rehydration Station is not, and does not become, fixed to any real property.

5. Events of Default

- 5.1. It is an Event of Default, whether or not it is within the Lessee's control, if:
 - (a) Any Authorisation necessary to enable the Lessee to use or operate the Equipment or to comply with the Lessee's Obligations ceases to be in full force and effect;
 - (b) Any warranty, representation or statement by the Lessee is or becomes false, misleading or incorrect when made or regarded as made;
 - (c) The Lessee fails to observe, perform or comply with any of the Lessee's Obligations;
 - (d) Any distress, attachment, execution or other process of a Government Agency is issued against, levied or enforced against any of the Lessee's assets;
 - (e) The Lessee is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations Act 2001 (Cth), or is presumed to be insolvent under that Act;
 - (f) An application or order is made for the winding up or dissolution of the Lessee or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Lessee; or
 - (g) If the Lessee is a natural person, he or she dies, ceases to be of full legal capacity, or otherwise becomes incapable of managing his or her own affairs for any reason.

6. Default

- 6.1. If an Event of Default is subsisting, the Lessor may at any time, by notice to the Lessee, do all or any of the following:
 - (a) Take action, either at law or in equity, to enforce performance of the Lessee's Obligations; and
 - (b) Terminate the lease of the Rehydration Station under this deed and recover the Rehydration Station.
- 6.2. The absence of any subsisting Event of Default is a condition and essential term of this deed, such that if any Event of Default occurs, it will constitute a repudiation of this deed by the Lessee, entitling the Lessor to accept that repudiation while that Event of Default is subsisting.

7. Lessee's obligations on expiry of the Term or earlier termination of this deed

- 7.1. On expiry of the Term or any earlier termination of this deed, the Lessee must duly and punctually:
 - (a) surrender possession and deliver the Rehydration Station to the Lessor at that point at the Location that the Lessor, delivered it to the Lessee; and
 - (b) Ensure that on that delivery, the Rehydration Station is in the Required Condition.
- 7.2. If the Lessee fails to surrender possession and deliver the Rehydration Station to the Lessor as required by clause 7(a), the Lessor may, and the Lessee must ensure that the Lessor may:
 - (a) Repossess the Rehydration Station; and
 - (b) For that purpose:
 - 1) Enter any the Location or any other premises where the Rehydration Station may be located; and
 - 2) Sever and remove any part of the Rehydration Station that is fixed to any real property.

8. Notices

- 8.1. The Lessee acknowledges and agrees with the Lessor that the Lessor may, for any reason the Lessor thinks fit and without being obliged to provide any reasons therefor, terminate this deed and the lease of the Rehydration Station at any time (including, but not limited to, before the Term commences or if any Event of Default occurs, by giving notice of termination (**Termination Notice**) to the Lessee.
- 8.2. A Notice must be given by one of the methods set out in, and is regarded as given and received at the time set out, in the table below.

Method of giving Notice	When Notice is regarded as given and received
Orally (including by telephone)	Immediately when given to the Lessee or any of the Lessee's officers, employees, agents, or contractors, or members (if the Lessee is a club or association whether incorporated or not) or to any person the Lessor reasonably believed to be an officer, employee, agent, contractor or member of the Lessee.
By hand to the nominated address	Immediately when delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am on the day after the date of posting
By fax to the nominated fax number	At the time indicated by the Lessor's transmission equipment as the time that the fax was sent in its entirety.

9. Saving provisions

- 9.1. Nothing in this deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects:
 - (a) Any indemnity in favour of the Lessor; or

(b) Any Power of the Lessor.

9.2. Whenever any action by the Lessee depends on the Lessor's consent or approval, the Lessor may withhold its consent or approval or give it conditionally or unconditionally in its absolute discretion, and where the Lessor gives its consent conditionally, the Lessee must promptly comply with all such conditions.

10. **General**

10.1. If:

(a) An Event of Default occurs; or

(b) The Lessee fails to fully and punctually perform any of the Licensee's Obligations,

the Lessor may, without prejudice to any Power, do all things necessary or desirable, in the Lessor's opinion, to make good or attempt to make good that default or failure to the Lessor's satisfaction at the Lessee's cost and the Lessee must pay to the Lessor on demand the amount of any Loss the Lessor suffers, incurs or is liable for in exercising those of the Lessor's Powers under this clause 9.1.

10.2. Anything that must be done by the Lessee under this deed, whether or not at the Lessor's request, must be done at the Lessee's cost.

Schedule 1

Commercial details

1. Rehydration Station

The Rehydration Station is a mobile water cart, designed to carry up to 500L of chilled water to be used at public events. The cart capacity is based upon a 500L Stainless Steel tank, mounted on to a 8x6 ft" tandem axle trailer. Water is kept cold by an on-board ice-chest (esky), with a refrigeration coil which the water flows through. Water is pumped by a 12 volt deep cycle battery to maintain pressure at the taps/bubblers. The Rehydration Station contains 4 water bubblers and 4 water taps persons can use to drink from and is decal'd with Aqwest logo and water image designs.

2. Lessee

Lessee: [full name and ABN if held] _____

Address: [full address] _____

Attention: [position or name] _____

Telephone No: _____

Fax: _____

3. Term

The period commencing on and from _____ a.m. /p.m. on _____ and expiring at _____ a.m. /p.m. on _____.

3. Location

Signatures

Executed as a deed

Lessor

Signed sealed and delivered for **Bunbury Water Corporation** by an officer as its duly authorised delegate under section 35 of the *Water Corporation Act 1995* (WA)

Authorised delegate (*sign here*)

print name ► _____

in the presence of:

Witness (*sign here*)

print name ► _____

Lessee

Signed sealed and delivered for:
[Lessee's full name] _____
by its duly authorised representative who by so signing warrants to the Lessor that he/she is authorised to render this deed valid and binding on the Lessee

Authorised representative (*sign here*)

print name ► _____

in the presence of

Witness (*sign here*)

print name ► _____