Model recycled water end-user agreement

Title

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# Preface

## Background

Ensuring that the use of recycled water does not give rise to public health risks requires that the recycled water only be used for appropriate uses and with the necessary on-site controls. As recycled water providers typically don’t have day-to-day control of how users use recycled water, it is strongly recommended that they enter into formal agreements with users. This model recycled water user agreement has been developed to assist recycled water providers that supply recycled water for low-exposure uses only, enter into agreements with users of recycled water.

## Using this model agreement for low-exposure recycled water schemes

This model recycled water agreement is a template that can be completed to create a formal agreement between a recycled water provider and users of recycled water. It has been developed to interface with the Guideline for low-exposure recycled water schemes (the Guideline). The agreement is structured such that recommendations made in the Guideline can readily be incorporated into a formal agreement. For example, the Guideline states that Class A recycled water may be used for municipal open space irrigation provided minimum on-site controls and a spray-drift control are employed. These recommendations can be incorporated into the ‘Supply Standards’ and ‘On-site Controls’ sections in Schedule 1 of the model agreement. Note that, for the sake of clarity, it is recommended that recycled water providers ‘spell out’ the terms that have been used in Tables 3 – 8 of the Guideline. That is, terms such as ‘minimum on-site controls’ and ‘spray drift control’ should be explained fully in the agreement. This can be done by drawing from the definitions provided immediately before these tables.

This template recycled water agreement is made available by DoH for information purposes only in relation to low-exposure uses of recycled water. It is based upon the Queensland Health ‘Model recycled water user agreement template.’ This template agreement is provided solely on the basis that anyone using it will be responsible for making their own assessment of its terms and their rights and obligations. Intended users are advised to verify the quality, accuracy, context, currency, completeness and suitability of this template before using it for their intended purpose. DoH disclaims, to the maximum extent permitted by law, all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages and costs incurred for any reason associated with the use of this template, including that the template is in any way inaccurate, out of context, or incomplete.

Recycled Water End-User Agreement

Dated: [Insert date of agreement]

Parties

|  |  |
| --- | --- |
| Supplier | [Supplier Name ACN] |
| Customer | [Customer Name ACN] |

Background

1. The parties acknowledge that appropriate precautions need to be taken in supplying and using recycled water to prevent health risks to the public.
2. The Supplier will supply, and the Customer will use, the Recycled Water in accordance with the terms of this Agreement.

Agreed terms

1. Definitions and interpretation
   1. Definitions

In this Agreement terms defined in the Public and Environmental Health Regulations have the same meanings when used in this Agreement, and:

|  |  |
| --- | --- |
| Term | Definition |
| **Approved Use** | means the approved use specified in **Schedule 1**. |
| **Assignment Circumstances** | means the assignment circumstances specified in **Schedule 1**. | |
| **Authorisation** | means an approval, authorisation, consent, declaration, exemption, notarisation, licence, quota, permit or waiver, however described, issued by or from any Government Agency, and any condition attaching to it, including any renewal or amendment. |
| **Business Day** | means a day that is not a Saturday, Sunday or public holiday in the Local Government Area. | |
| **Commercial Customer Conditions** | means the commercial customer conditions specified in **Schedule 1**. | |
| **Commercial Supplier Conditions** | means the commercial supplier conditions specified in **Schedule 1**. | |
| **Compliance Inspection Frequency** | means the compliance inspection frequency specified in **Schedule 1**. | |
| **Customer** | means the customer specified in **Schedule 1**. | |
| **Customer’s Infrastructure** | means the Customer’s infrastructure specified in **Schedule 1** (if any). | |
| **Customer’s Land** | means the Customer’s land specified in **Schedule 1**. | |
| **Dispute Resolution Process** | means the dispute resolution process specified in **Schedule 1**. | |
| **End Date** | means the end date specified in **Schedule 1**. | |
| **Environment** | means all components of the earth, including:   1. land, air, climate and water; 2. any layer of the atmosphere; 3. flora and fauna; 4. any organic or inorganic matter; 5. any living organism (including humans); 6. any human made or modified structure or area; 7. the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste or texture; and 8. natural ecosystems that include any of the components referred to (a) to (g) above. | |
| **Environmental Law** | means any legislation or common law (including the tort of negligence) relating to the Environment, and includes the *Waste Management and Pollution Control Act*. | |
| **Force Majeure Event** | means any occurrence or omission outside a party’s reasonable control, as a direct or indirect result of which the party relying on the event is prevented from or delayed in performing its obligations under this Agreement (other than a payment obligation), and includes:   1. a physical natural disaster including fire, flood, lightning or earthquake; 2. war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law; 3. epidemic or quarantine restriction; 4. ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; 5. confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any Government Agency; 6. law taking effect after the date of this Agreement; and 7. strike, lock-out, stoppage, labour dispute or shortage (excluding industrial disputes that are specific to a party or the party’s subcontractors). | |
| **Force Majeure Event Period** | means the force majeure event period specified in **Schedule 1**. | |
| **General Terms** | means the general terms specified in **Schedule 1**. | |
| **Government Agency** | means:   1. a government or government department or other body; 2. a governmental, semi-governmental or judicial person; or 3. a person (whether autonomous or not) who is charged with the administration of a law. | |
| **Interruption Event** | means an interruption event specified in **Schedule 1** (if any). | |
| **Monitoring** | means the monitoring specified in **Schedule 1**. | |
| **Monitoring Intervals** | means the monitoring intervals specified in **Schedule 1**. | |
| **Monitoring Point** | means the monitoring point specified in **Schedule 1**. | |
| **On-Site Controls** | means the on-site controls specified in **Schedule 1**. | |
| **Public and Environmental Health Act** | means the *Public Health and Environmental Health Act 2011*. | |
| **Public Liability Insurance Amount** | means the public liability insurance amount specified in **Schedule 1**. | |
| **Recycled Water** | means the recycled water specified in **Schedule 1**. | |
| **Recycled Water Fee** | means the recycled water fee specified in **Schedule 1**. | |
| **Regulator** | means the Government Agency responsible for administration of the Public and Environmental Health Act from time to time. The regulator is currently Department of Health. | |
| **Quantity of Recycled Water** | means the quantity of Recycled Water specified in **Schedule 1**. | |
| **Start Date** | means the start date specified in **Schedule 1**. | |
| **Supplier** | means the supplier specified in **Schedule 1**. | |
| **Supplier’s Infrastructure** | means the Supplier’s infrastructure specified in **Schedule 1**. | |
| **Supply Conditions** | means the supply conditions specified in **Schedule 1**. | |
| **Supply Point** | means the supply point specified in **Schedule 1**. | |
| **Supply Standards** | means the supply standards specified in **Schedule 1**. | |
| **Supply Times** | means the supply times specified in **Schedule 1**. | |
| **Termination Circumstances** | means the termination circumstances specified in **Schedule 1**. | |

* 1. Interpretation

In this Agreement:

* + 1. a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this Agreement and references to this Agreement include any schedules or annexures;
    2. a reference to a party to this Agreement or any other document or agreement includes the party’s successors, permitted substitutes and permitted assigns;
    3. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
    4. a reference to a document or agreement (including a reference to this Agreement) is to that document or agreement as amended, supplemented, varied or replaced;
    5. a reference to this Agreement includes the agreement recorded by this document;
    6. a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
    7. if any day on or by which a person must do something under this Agreement is not a Business Day, then the person must do it on or by the next Business Day;
    8. a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
    9. a reference to ‘month’ means calendar month.

1. Term
   1. Term

This Agreement starts on the Start Date and ends on the End Date, unless earlier terminated in accordance with clauses 10.4 or 11 or held over pursuant to clause 2.2 (“the Term”).

* 1. Holding Over
     1. If, after the End Date, the Supplier continues to supply, with the Customer’s agreement, Recycled Water to the Customer, this Agreement will be deemed to continue in force until the date which is 2 months after the End Date (“**the** **Holding Over Period**”).
     2. During the Holding Over Period, the parties will negotiate in good faith to determine whether:
        1. the Customer intends to continue to be supplied Recycled Water by the Supplier;
        2. the Supplier intends to continue to supply the Recycled Water to the Customer, and if so, the terms of a new agreement.

1. Ownership of Recycled Water, land and infrastructure
   1. Ownership of the Recycled Water

Ownership of, and risk associated with, the Recycled Water passes to the Customer at the Supply Point, regardless of whether the Customer has complied with clause 6.2.

* 1. Customer’s Land
     1. The Customer warrants and represents that it owns, or has the right to occupy and use for the Approved Use, the Customer’s Land.
     2. If either or both of the Supply Point and the Monitoring Point are located on the Customer’s Land, the Customer licenses the Supplier, or will ensure that the Supplier is licensed, at all times during the Term to access the Supply Point and the Monitoring Point for the purposes of this Agreement, including installing or maintaining any necessary monitoring equipment, meter or connection between the Supplier’s Infrastructure and the Customer’s Infrastructure.
  2. Infrastructure
     1. Nothing in this Agreement affects the ownership of any infrastructure.
     2. The Supplier owns the Supplier’s Infrastructure.
     3. The Customer owns the Customer’s Infrastructure.
     4. At all times during the Term, the Supplier must maintain and keep in good working order the Supplier’s Infrastructure and ensure it complies with the Supply Standards to the extent that they are applicable.
     5. At all times during the Term, the Customer must maintain and keep in good working order the Customer’s Infrastructure and ensure it complies with the Approved Use and the On-Site Controls to the extent that they are applicable.

1. Supplier’s obligations
   1. Quality

The Supplier will provide the Customer with Recycled Water that complies with the Supply Standards at the Monitoring Point.

* 1. Quantity

Provided that the Customer complies with clause 5, clause 6.2 and, to the extent applicable, clause 6.3, during the Term the Supplier will supply the Quantity of Recycled Water to the Customer.

* 1. Supply
     1. Provided that the Customer complies with clause 5, during the Term the Supplier will ensure the Recycled Water is supplied to the Supply Point at the Supply Times.
     2. The Supplier will comply with any Supply Conditions.
     3. The Supplier will undertake annual compliance inspections in accordance with clause 7.
  2. Monitoring and notification
     1. The Supplier will undertake the Monitoring at the Monitoring Intervals at the Monitoring Point.
     2. The Supplier will notify the Customer as soon as reasonably practicable if the Monitoring reveals that the Recycled Water does not comply with the Supply Standards at the Monitoring Point.
  3. Reduction, interruption or discontinuance of supply by Supplier
     1. Despite clauses 4.1, 4.2 and 4.3, the Supplier may reduce, interrupt or discontinue supply of the Recycled Water at any time because of an Interruption Event or due to the Customer’s non-compliance with clauses 5.1 or 5.2.
     2. If the supply of Recycled Water is reduced, interrupted or discontinued under clause 4.5(a) due to the Customer’s failure to comply with its obligations under this Agreement, the Supplier may only reduce, interrupt or discontinue the supply until such time as the Supplier is satisfied (acting reasonably) that the Customer has adequately addressed or remedied the failure to comply.
  4. Customer request to interrupt supply
     1. The Customer may request that the Supplier interrupt supply of the Recycled Water for a specified period if:
        1. repairs are required to the Customer’s Infrastructure, on 15 Business Days written notice to the Supplier;
        2. continued supply would, or is likely to, give rise to a breach of Environmental Laws, a failure of On-Site Controls, or jeopardise public safety; or
        3. rainfall levels are so high as to significantly diminish or remove the demand for taking Recycled Water.
     2. If the Supplier receives a request from the Customer pursuant to clause 4.6(a), the Supplier will use reasonable endeavours, if reasonably practicable and safe for it to do so, to interrupt supply of the Recycled Water for the requested period.
  5. Compliance with Environmental Laws

The Supplier will at all times comply with all relevant Environmental Laws in supplying the Recycled Water to the Customer.

1. Customer’s obligations
   1. Permitted use of the Recycled Water
      1. The Customer may only use the Recycled Water:
         1. for the Approved Use; and
         2. on the Customer’s Land.
      2. The Customer is not permitted to sell, on-supply or transfer the Recycled Water to any third party.
   2. Use of Recycled Water

In using the Recycled Water, the Customer must:

* + 1. at all times:
       1. comply with:

##### all relevant laws, including all relevant Environmental Laws;

##### all necessary Authorisations; and

* + - 1. implement and maintain the On-Site Controls; and
    1. as soon as reasonably practicable, notify the Supplier upon becoming aware that it cannot implement or maintain the On-Site Controls.
  1. Best endeavours to take recycled water

The Customer must use its best endeavours to take the Quantity of Recycled Water.

1. Commercial conditions
   1. Supplier’s commercial obligations

The Supplier must comply with the Commercial Supplier Conditions.

* 1. Customer’s commercial obligations
     1. The Customer must comply with the Commercial Customer Conditions, including payment of the Recycled Water Fee.
     2. If the Customer does not pay the Recycled Water Fee at the time it is due for payment, the overdue amount becomes a debt due and payable to the Supplier.
  2. General

During the Term, the Supplier and the Customer must comply, to the extent applicable, with the General Terms.

1. Compliance inspections
   1. Compliance inspections

During the Term, the Supplier:

* + 1. will, at the Compliance Inspection Frequency, undertake inspections of the Customer’s use of Recycled Water on the Customer’s Land in accordance with this clause 7; and
    2. may, at any time, undertake a compliance inspection if the Supplier reasonably believes that the Customer has failed, or is failing, to comply with its obligations under clause 5 of this Agreement.
  1. Customer’s consent

Subject to the Supplier complying with any relevant notice requirement under clause 7.3 or clause 7.6(a)(ii), the Customer consents, and must ensure that any owner or occupier of the Customer’s Land consents, to the Supplier (including the Supplier’s employees, contractors or agents, and with any necessary equipment that the Supplier considers necessary) accessing the Customer’s Land to:

* + 1. undertake a compliance inspection in accordance with clause 7.1; and
    2. take steps to rectify any non-compliance in accordance with clause 7.6.
  1. Supplier to give notice
     1. The Supplier must give written notice to the Customer at least 10 Business Days before carrying out a compliance inspection, unless a shorter period for notice is agreed between the parties.
     2. Despite any other clause of this Agreement, the Supplier may undertake an inspection pursuant to clause 7.1(b) at any time without notice to the Customer if the Supplier reasonably believes that the Customer’s failure to comply with clause 5 of this Agreement may constitute a critical failure in On-Site Controls or could otherwise have a significant impact on public health.
     3. Without limiting clause 7.3(b), the Supplier must make a reasonable attempt to notify the Customer, either in writing or verbally, before a compliance inspection is carried out on less than 10 Business Days’ notice.
  2. Inspection time

An inspection by the Supplier may only be undertaken on a Business Day between the hours of 9am and 5pm, or such other time as agreed between the parties.

* 1. Work health and safety

The Supplier (including its employees, contractors or agents) must comply with any work health and safety requirements of the Customer while the Supplier is on the Customer’s Land, including attending any necessary site inductions.

* 1. Non-compliance
     1. If an inspection undertaken pursuant to clause 7 reveals non-compliance with clause 5, in addition to the right to reduce, interrupt or discontinue supply of the Recycled Water pursuant to clause 4.5, the Supplier may:
        1. notify the Customer of the non-compliance and the steps the Supplier considers to be required to be taken by the Customer to remedy the non-compliance;
        2. after giving at least 10 Business Days’ Notice to the Customer, undertake a further inspection to assess the Customer’s compliance with clause 5; and
        3. if the further inspection reveals non-compliance, take the necessary steps, at the Customer’s cost, to rectify the non-compliance. The rectification costs will become a debt due and payable to the Supplier.
     2. Nothing in clause 7.6(a) prevents the Supplier from notifying a potential Public Health Risk to the Regulator.

1. Indemnity

Each party (“**the** **indemnifying party**”) shall indemnify the other party (“**the indemnified party**”) from and against all actions, claims, suits, losses, damages and expenses (excluding any form of consequential loss, such as loss of profit) relating to:

* + 1. the indemnifying party’s failure to comply with its obligations under this Agreement; or
    2. a negligent or unlawful act or omission on the part of the indemnifying party (or its officers, agents, employees, contractors or personnel) in supplying or using the Recycled Water,

except that the indemnifying party’s liability is reduced proportionately to the extent that an act or omission of the indemnified party (or its officers, agents, employees, contractors or personnel) has contributed to the action, claim, suit, loss, damage or expense.

1. Insurance
   * 1. The Customer must obtain, and maintain at all times during the Term, public liability insurance for the Public Liability Insurance Amount for each accident, claim or event arising from the use of the Recycled Water.
     2. Prior to drawing the Recycled Water for the first time, the Customer must provide to the Supplier details of the insurance and evidence of its currency.
     3. The Supplier must obtain, and maintain at all times during the Term, public liability insurance for the Public Liability Insurance Amount for each accident, claim or event arising from the supply of the Recycled Water.
2. Force majeure
   1. Notice and suspension of obligations

If a party to this Agreement is affected, or likely to be affected, by a Force Majeure Event:

* + 1. that party must immediately give the other party notice of that fact including:
       1. full particulars of the Force Majeure Event;
       2. an estimate of its likely duration;
       3. the obligations affected by it and the extent of its effect on those obligations; and
       4. the steps taken to rectify it; and
    2. the obligations under this Agreement of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event, as long as the Force Majeure Event continues.
  1. Effort to overcome
     1. Subject to clause 10.2(b) a party claiming a Force Majeure Event must use reasonable endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible.
     2. The party claiming a Force Majeure Event:
        1. need not contest the validity or enforceability of any law or regulation by way of legal proceedings; and
        2. may act at its complete discretion when dealing with any industrial dispute that is specific to its own workforce.
  2. Alternative supply

During any period in which a party is not performing obligations because of a claimed Force Majeure Event, the other party may obtain items or services from another source, and make alternative arrangements for the performance, whether by another person or otherwise, of any obligation that the party claiming the Force Majeure is not performing, without incurring any liability to that party.

* 1. Termination

If a Force Majeure Event continues for more than the Force Majeure Event Period, either party may terminate this Agreement by giving one month’s notice to the other party.

1. Termination

This Agreement may be terminated:

* + 1. by written agreement between the parties; or
    2. by the relevant party in the Termination Circumstances by giving the relevant period of notice.

1. Dispute resolution

Any dispute or difference arising out of or in connection with this Agreement must be dealt with in accordance with the Dispute Resolution Process, unless the parties agree otherwise in writing.

1. Warranties
   1. Title and capacity

Each party represents and warrants that:

* + 1. it is validly existing under the laws of its place of incorporation or registration;
    2. it has the power to enter into and perform its obligations under this Agreement;
    3. it has taken all corporate action and holds all Authorisations necessary or desirable to enable its entry into and performance of this Agreement, and it is complying with any conditions attached to the Authorisations;
    4. its obligations under this Agreement are enforceable against it under the terms of the Agreement; and
    5. the execution, delivery and performance by it of this Agreement (and any other document required to be entered into by it relating to this Agreement) does not and will not:
       1. result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound; or
       2. result in a breach of any law or order, judgment or decree of any court or Government Agency or regulatory body by which it is bound.

1. Notice
   1. Method of giving notice

A notice, consent or communication under this Agreement is only effective if it is:

* + 1. in writing, signed by or on behalf of the person giving it;
    2. addressed to the person to whom it is to be given; and
    3. given as follows:
       1. delivered by hand to that person’s address;
       2. sent to that person’s address by prepaid mail or by prepaid airmail, if the address is overseas;
       3. sent by fax to that person’s fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission was made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or
       4. sent by email.
  1. When is notice given

A notice, consent or communication given under clause 14.1 is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

|  |  |
| --- | --- |
| If a notice is | It is given and received on |
| Delivered by hand or sent by fax or email | 1. that day, if delivered by 5.00pm on a Business Day; or 2. the next Business Day, in any other case. |
| Sent by post | 1. three Business Days after posting, if sent within Australia; or 2. seven Business Days after posting, if sent to or from a place outside Australia. |

* 1. Address for notices

A person’s address, fax number and email address are those set out in **Schedule 1**, or as the person notifies the sender.

1. General
   1. Amendments

This Agreement may only be amended by written agreement between the parties.

* 1. Assignment

A party may only assign this Agreement or a right under this Agreement:

* + 1. with the written consent of the other party; or
    2. in the Assignment Circumstances.
  1. Counterparts

This Agreement may be signed in any number of counterparts. All counterparts together make one instrument.

* 1. No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

* 1. Entire agreement

This Agreement supersedes all previous agreements about its subject matter. This Agreement embodies the entire agreement between the parties.

* 1. Further assurances

Each party must do all things reasonably necessary to give effect to this Agreement and the transactions contemplated by it.

* 1. No waiver
     1. The failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently.
     2. A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
     3. A right under this Agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.
  2. Governing law and jurisdiction
     1. Queensland law governs this Agreement.
     2. Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.
  3. Severability

A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continue in force.

Execution

EXECUTED as an agreement

[Insert execution clauses for the Supplier and Customer]



Reference schedule

|  |  |
| --- | --- |
| **Supplier** |  |
| **Supplier’s address, fax number and email address for notices** | Attention: [Enter details]  Address: [Enter details]  Postal address: [Enter details]  Fax number: [Enter details]  Email: [Enter details] |
| **Customer** |  |
| **Customer’s address, fax number and email address for notices** | Attention: [Enter details]  Address: [Enter details]  Postal address: [Enter details]  Fax number: [Enter details]  Email: [Enter details] |
| **Start Date** | [Insert date] |
| **End Date** | [Insert date], or such later date as agreed in writing between the parties |
| **Customer’s Land** | Property address: [Attach plan if necessary]  Real property description: [Enter details] |
| **Local Government Area** | [Enter name of local government area] |
| **Recycled Water Supplier’s Infrastructure** | [Insert description of the recycled water infrastructure relevant to this Agreement] |
| **Customer’s Infrastructure** | [Insert description of the recycled water infrastructure relevant to this Agreement] |
| **Supply Standards** | The Recycled Water must:   * be fit for the purpose of the Approved Use; and * satisfy the relevant standards for the quality of Class [choose one: A+, A, B, C or D] recycled water |
| **Quantity of Recycled Water** | [Enter volume of recycled water to be supplied per day or week etc] |
| **Supply Point** | [Describe the point of supply] |
| **Supply Times** | [Details times when recycled water will be supplied] |
| **Supply Conditions** | [Detail any additional conditions for the supply of recycled water] |
| **Monitoring** | [Detail the monitoring that will be undertaken at the Monitoring Point] |
| **Monitoring Intervals** | [Detail the monitoring frequency/ies for the Monitoring that will be undertaken] |
| **Monitoring Point** | [Describe the Monitoring Point. The monitoring point may be located at the Supply Point] |
| **Interruption Event** | [Insert any circumstances in which the Supplier may reduce, interrupt or discontinue supply, e.g. failure of the Recycled Water to comply with the Supply Standards, repairs required to infrastructure, etc.] |
| **Approved Use** | [Insert the relevant use of the Recycled Water, e.g.:   * Open space irrigation * Irrigation of pasture and/or fodder crops * Irrigation of highly processed food crops and non-food crops * Industrial use (including vehicle wash down) * Dust suppression |
| **On-Site Controls** | [Insert the on-site controls for the Approved Use. List the required controls having reference to the Guideline prepared by DoH, for example:   * exclusion periods * barriers to public access * buffer zones * etc. |
| **Commercial Customer Conditions** | [Insert the relevant commercial terms for the Customer, for example:   * charges * payment terms * etc.] |
| **Recycled Water Fee** | [Insert fee for the recycled water] |
| **Commercial Supplier Conditions** | [Insert the relevant commercial terms for the Supplier, for example:   * installation and maintenance of a meter at the Supply Point * valid tax invoice issued monthly based on the volume measured by the meter at the Supply Point etc.] |
| **General Terms** | [Insert any other relevant terms.] |
| **Compliance Inspection Frequency** | [To be inserted, e.g. annually] |
| **Public Liability Insurance Amount** | [To be inserted, e.g. $20 million] |
| **Force Majeure Event Period** | [To be inserted, e.g. 3 months] |
| **Dispute Resolution Process** | [Insert the process for resolution of any disputes that arise between the parties] |
| **Termination Circumstances** | [Insert any circumstances in which the Supplier or Customer may terminate this Agreement, specifying the party that can exercise the termination right and the required period of notice] |
| **Assignment Circumstances** | [Insert any circumstances in which the Supplier or Customer may assign this Agreement] |
|  |  |