

# **Hydration Station Application**



Full Name:						
Organisation:						
Postal Address:						
Phone number:						
Mobile phone number:						
Email address:						
I wish to book Gladstone Area Water Board's Hydration Station for:						
Name of event:						
Organisation hosting the event:						
Event type: (eg. community festival, sporting event, expo, fair)						
Address of event:						
Date(s) of event:				1		
Start time:				Finish time:		
Is the event open to the public?					□ Yes	□ No
Does the organiser have a public liability insurance policy?					□ Yes	□ No
Is there an entry fee to attend the event?		□ Yes	□ No	Expected attendee numbers:		
If a profit is made, where do the proceeds go?						
Is a town water source available for connection?					□ Yes	□ No
Is there a suitable drainage point within 25m of the trailer location for safe disposal of waste water?					□ Yes	□ No
Is there a power supply which can be made available to the station (for events which run over multiple days)?					□ Yes	□ No
Preferred set-up time:	Preferred dismantle time:					
Key contact during the event:						
Name: Mobile phone number:						
Signed:			Date:			
I agree that I have the legal capacity to enter into a binding agreement for this purpose. I agree that by accepting the terms and conditions, I understand and acknowledge that the agreement is enforceable by						

• (07) 407 ( 2000 / (07) 4070 2405



## **Hydration Station Application**



#### **Terms and Conditions**

#### **RECITALS**

- A. Gladstone Area Water Board (the "Owner") is the owner of a mobile Hydration Station which incorporates a mobile trailer, water troughs, taps and bubblers ("Hydration Station") designed to provide drinking water for the public at events within the Gladstone region. (the "Use").
- B. The Organiser has asked the Owner and the Owner has agreed to make the Hydration Station available for Use at the event.
- C. The Organiser agrees to the following Terms and Conditions covering the Use of the Hydration Station at the event.

### AND THE ORGANISER ACKNOWLEDGES AND AGREES THE FOLLOWING:

- 1. It is the Organiser's responsibility to arrange for any necessary approvals, permits, licences, permissions, access or any other arrangement to bring the Hydration Station onto and allow the Hydration Station to remain at the venue for Use during the event.
- The Organiser must ensure the Hydration Station can be positioned within 12 metres of a town water supply (external tap or hydrant) (the "Water Source").
- 3. The Organiser must ensure that the Owner has convenient access and all necessary permission to deliver the Hydration Station to the venue and connect the Hydration Station to the Water Source.
- 4. The Organiser must only use the Hydration Station for the Use and must not connect, disconnect or move the Hydration Station without the express permission of the Owner.
- 5. The Organiser must not charge members of the public to access or use the Hydration Station.
- 6. The Organiser acknowledges that the Hydration Station cannot be located next to or near a charitable organisation that plans to sell bottled water at the venue during the event.
- 7. The Organiser shall ensure that overnight security is provided for the event if the Hydration Station is required to remain at the venue for consecutive days.
- 8. The Organiser shall not charge the Owner for stall/exhibit space as it is expressly acknowledged that the Hydration Station is provided by the Owner as a community service initiative.
- 9. The Organiser acknowledges that the owner of the Water Source (ie: generally the owner or the operator of the venue) which is used to supply the Hydration Station during the event will be charged for the water used. If the Organiser is not the owner or operator of the venue, it will obtain written permission from the owner or operator for the Use of the Hydration Station at the event and provide it to the Owner. The Owner is not obligated to make the Hydration Station available to the Organiser if written permission is not supplied within seven (7) days of the date of commencement of the event.
- 10. The Owner is not responsible for the ensuring the supply, continuation of supply, quality or flow rate of water supplied from the Water Source to the Hydration Station during the event and does not provide any warranties to the Organiser in respect of the capability of the Hydration Station to meet the water needs of the Organiser. The Owner is not liable for any loss or damage suffered by the Organiser arising from or occasioned by a breakdown or failure of water supply from the Hydration Station during the event.
- 11. The Organiser is responsible for any misuse, loss or damage that is occasioned to the Hydration Station or any injury, loss or damage suffered by a person or any incident which is associated with the Use of the Hydration Station during the period that it is within its care, custody or control.
- 12. The Organiser shall ensure adequate supervision of the Hydration Station is provided during the event
- 13. The Organiser must contact the Owner immediately if any technical faults arise or any damage to the Hydration Station occurs during the event.
- 14. The Organiser indemnifies the Owner on a continuing basis against all liability, claims, proceedings, loss, damage, charges, expenses and costs of every description which arise from the Use of the Hydration Station or a breach of these Terms and Conditions by the Organiser or its employees, agents, contractors or sub-contractors. This clause survives expiry or termination of these Terms and Conditions.
- 15. The Organiser shall maintain for the period during which the Hydration Station is within its care, custody and control, a public liability insurance policy for not less than \$10 million dollars. The insurance policy shall cover loss, damage and destruction to any property and personal injury to and/or death and/or illness of any person associated with the Use of the Hydration Station, howsoever caused. The Organiser shall provide proof of the insurance policy to the Owner on request.
- 16. The Owner retains the right in its absolute discretion to accept or refuse any application for the use of the hydration station.

Signed:	Date:					
(Gladstone Area Water Board)						
Signed:	Date:					
(The Organiser)						