



Permit Conditions for Hire & Use of Approved Metered Standpipes

If the following conditions of use are not adhered to, a penalty may be imposed under the

Water Supply (Safety and Reliability) Act 2008

Charges

Fees stated are for the 2024/2025 financial year and are subject to review each financial year.

On the Spot Fines

Council will impose on the spot fines for unlawful taking of water, under section 145(1) or 195(1) of the *Water Supply (Safety and Reliability) Act 2008*.

Enquiries

Enquiries relating to the Standpipe Hire, Issuing, Reading and locations of approved filling hydrants should be directed to the Water Office on telephone (07)4030 2292.

General

The conditions of hire and use are not a comprehensive list of the legal requirements relating the hire of a standpipe. The conditions must be read in conjunction with:

- (a) the *Water Supply (Safety and Reliability) Act 2008* and permissions and approvals issued under that Act;
- (b) any relevant Local Law and approvals issued under that Local Law;
- (c) Council's Customer Service Standard.

Hiring a Standpipe

The "Hirer" is any person, including its employees and agents, who request to hire a standpipe from Cassowary Coast Regional Council (the "Owner"). Application to hire a standpipe may be made at the Cassowary Coast Regional Council Water Office, 2-6 Clare Street, Innisfail.

Conditions of Hire and Use

Term

1. The hire agreement applies for the Term, unless terminated earlier.
 - (a) Term Hire: for a period of one (1) day or more but not more than six (6) months.

Deposit/Security Bond

2. The deposit / security bond is payable on issue of the standpipe and is not transferable.

Charges	
3.	The hirer is responsible for payment of:
(a)	Term Hire: (one (1) day up to 6 months)
(i)	Security Bond on Stand Pipe \$ 1950.00
(ii)	Hire Rate Min Fee \$160.00 \$ 3.30 per day
(iii)	Water Usage Charge \$ 3.00 per KL
Contract Work for Cassowary Coast Regional Council	
(a)	When contracted to do work for Council – Council may supply a metered standpipe for use. Council will be responsible for all water charges incurred on the supplied standpipe.
(b)	If Contractors use their own Issued Metered Standpipe for a Council job they must invoice Council to recoup water charges incurred.
Use of Standpipe	
4.	The hirer acknowledges that incorrect use of a standpipe can damage the standpipe, the hydrant, Council's mains and contaminate the water supply.
5.	The hirer must comply with the operating instructions for the standpipe, which are attached.
6.	The hirer must not hire the standpipe to another person.
7.	Filling must be carried out using an appropriate backflow prevention system.
8.	Standpipe must only be used from an approved standpipe filling location. Maps of approved standpipe filling locations are attached.
Repairs and replacement	
9.	The hirer must report any damaged or faulty metered standpipe to Council's Water Office within 24 hours.
10.	If a standpipe is lost, stolen, damaged or destroyed the hirer will be responsible for the cost of repairs or replacement as determined by the Chief Executive Officer. These costs will be deducted from the security bond.
Non-compliance with conditions	
11.	If the hirer does not comply with the conditions of hire and use, the Council may:
(a)	confiscate the standpipe and in those circumstances the hirer forfeits the deposit / security bond; and
(b)	by notice in writing to the hirer terminate the hire agreement and in those circumstances the following outstanding charges (if any) are payable to Council:
(i)	the hire charge;
(ii)	the water usage charges; and
(iii)	any charges for repair or replacement as determined by the Chief Executive Officer.
12.	Failure to comply with the conditions also constitutes a breach of the <i>Water Supply (Safety and Reliability) Act 2008</i> and Council may:
(a)	issue an on the spot fine under that Act; or
(b)	take other enforcement action under that Act.

Return of standpipe:

13. At the end of the term, the hirer must:

- (a) return the standpipe to Council's Water Office for inspection, meter reading and maintenance; and
- (b) ensure that the standpipe is clean and dry when returned.

14. On return of the standpipe, the deposit / security bond less an allowance for the following outstanding charges (if any), shall be returned to the hirer:

- (a) the hire charge;
- (b) the water usage charges; and
- (c) any charges for repair or replacement as determined by the Chief Executive Officer.

Termination of hire agreement

15. The hirer may at any time by notice in writing to the Council, terminate the hire agreement and in those circumstances, the deposit / security bond less an allowance for the following outstanding charges (if any), shall be returned to the hirer:

- (a) the hire charge;
- (b) the water usage charges; and
- any charges for repair or replacement as determined by the Chief Executive Officer.

Rights personal

16. The hirer's rights in relation to the standpipe are personal to the hirer and are not transferable.

Definitions

Council means Cassowary Coast Regional Council.

Hirer means the applicant for issue of a metered standpipe and the applicant's employees and agents.

Hire charge means the charge for hiring a metered standpipe based on the hire rate calculated as follows:

Hire rate x number of calendar days = Hire charge

Hire rate means the charge per day to hire a metered standpipe, as fixed by the Council by resolution.

Hire agreement means the agreement between the hirer and the Council comprising the following documents:

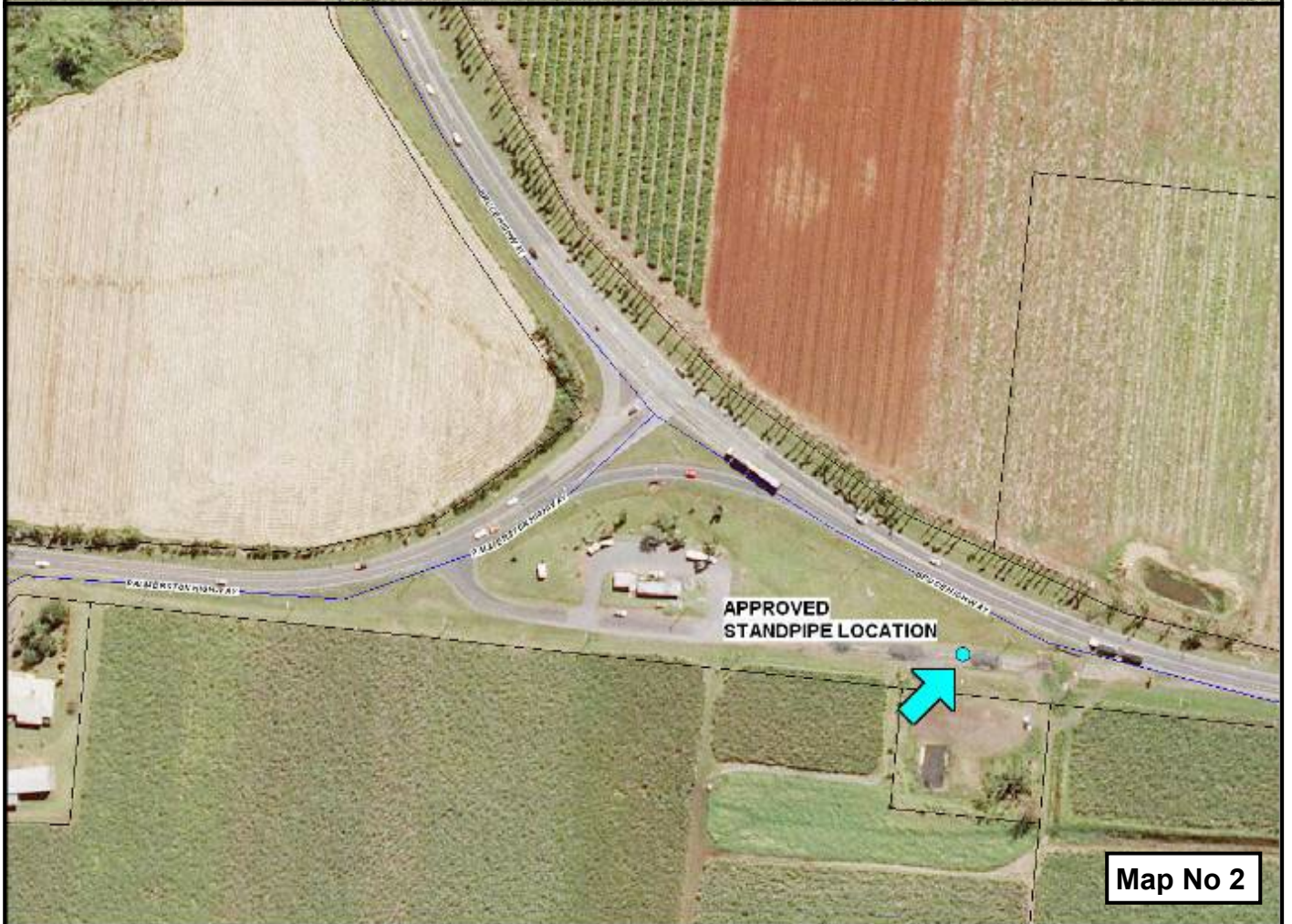
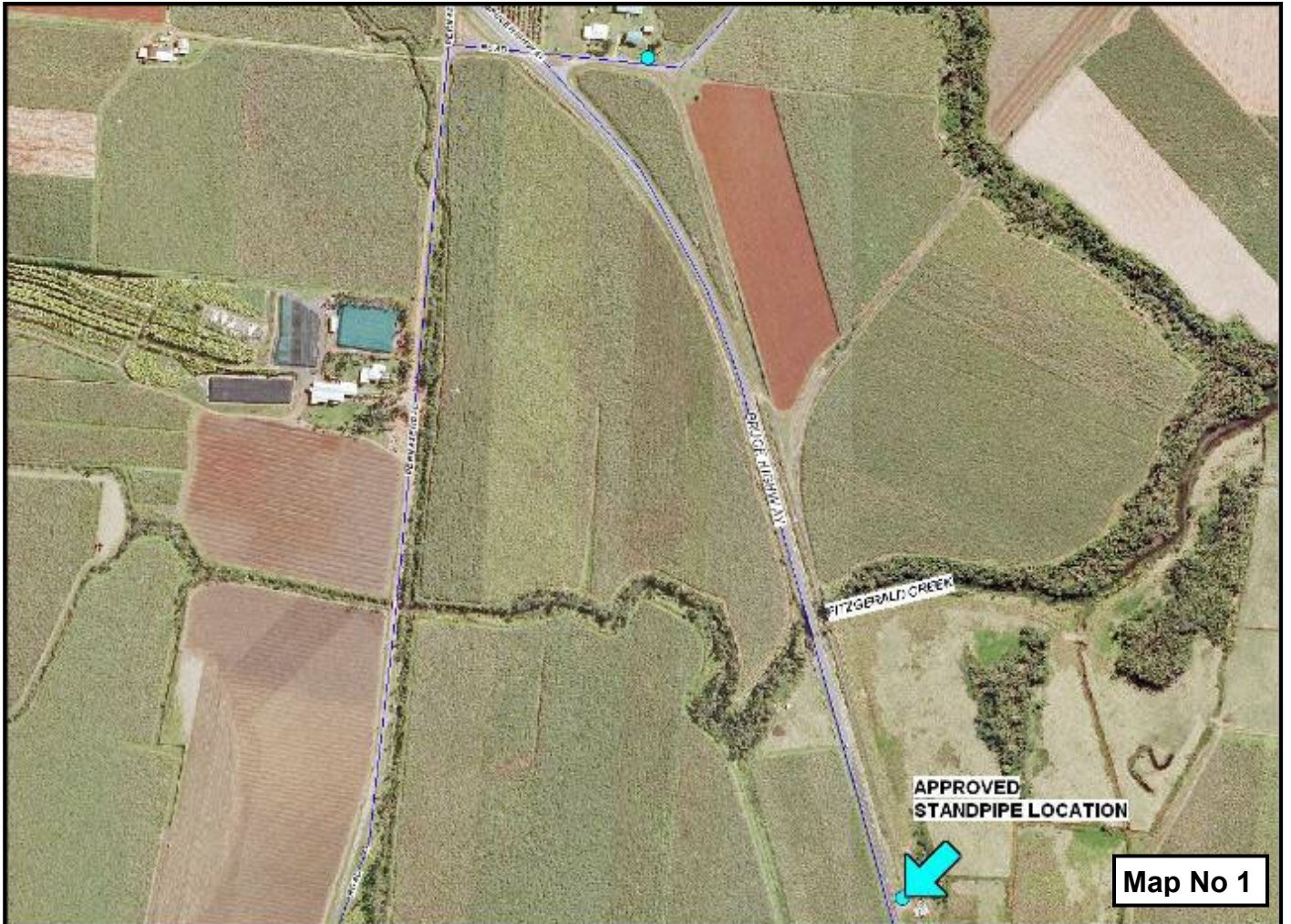
- (a) Issue of Council metered standpipe;
- (b) And these conditions of hire and use;

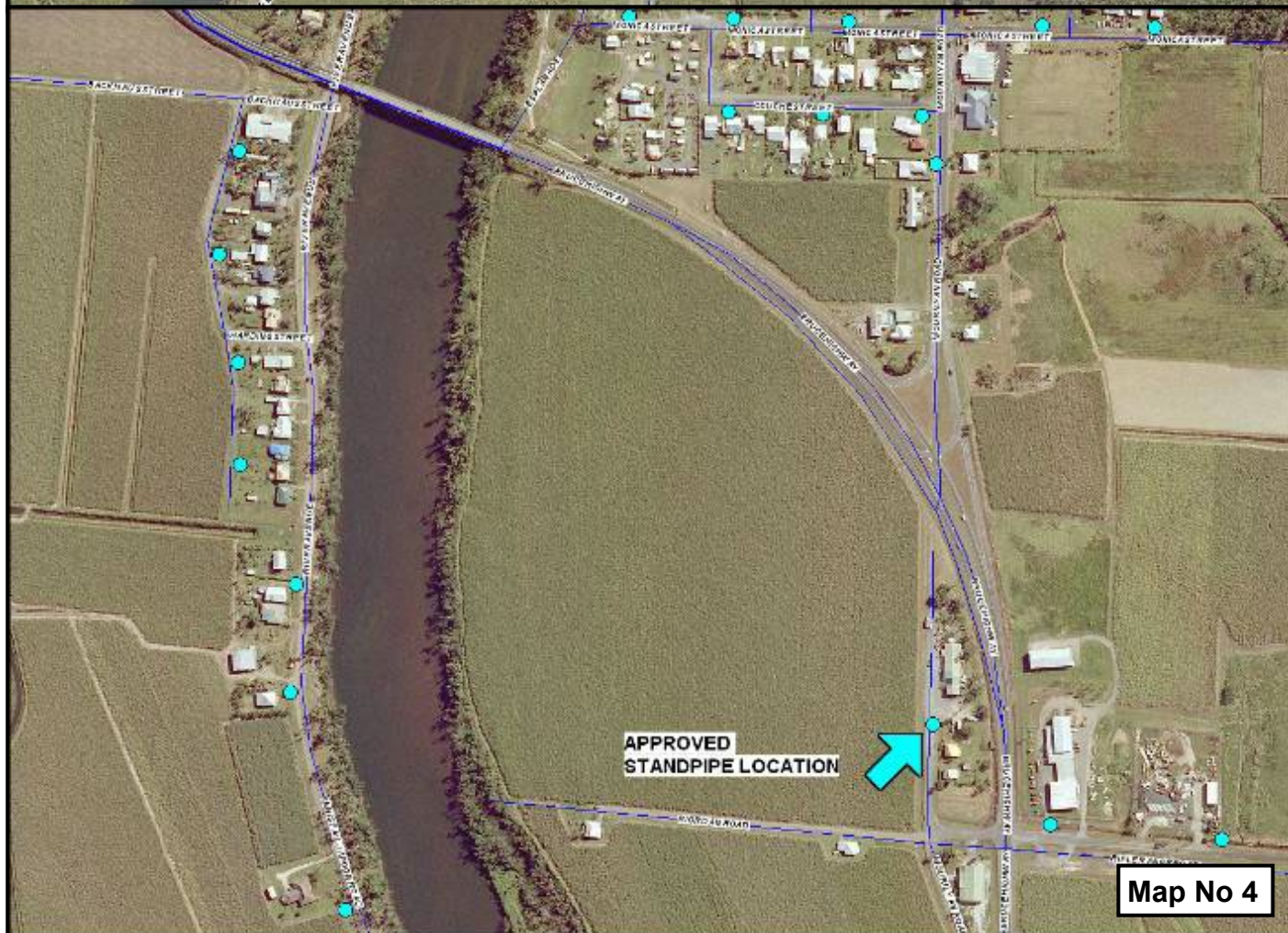
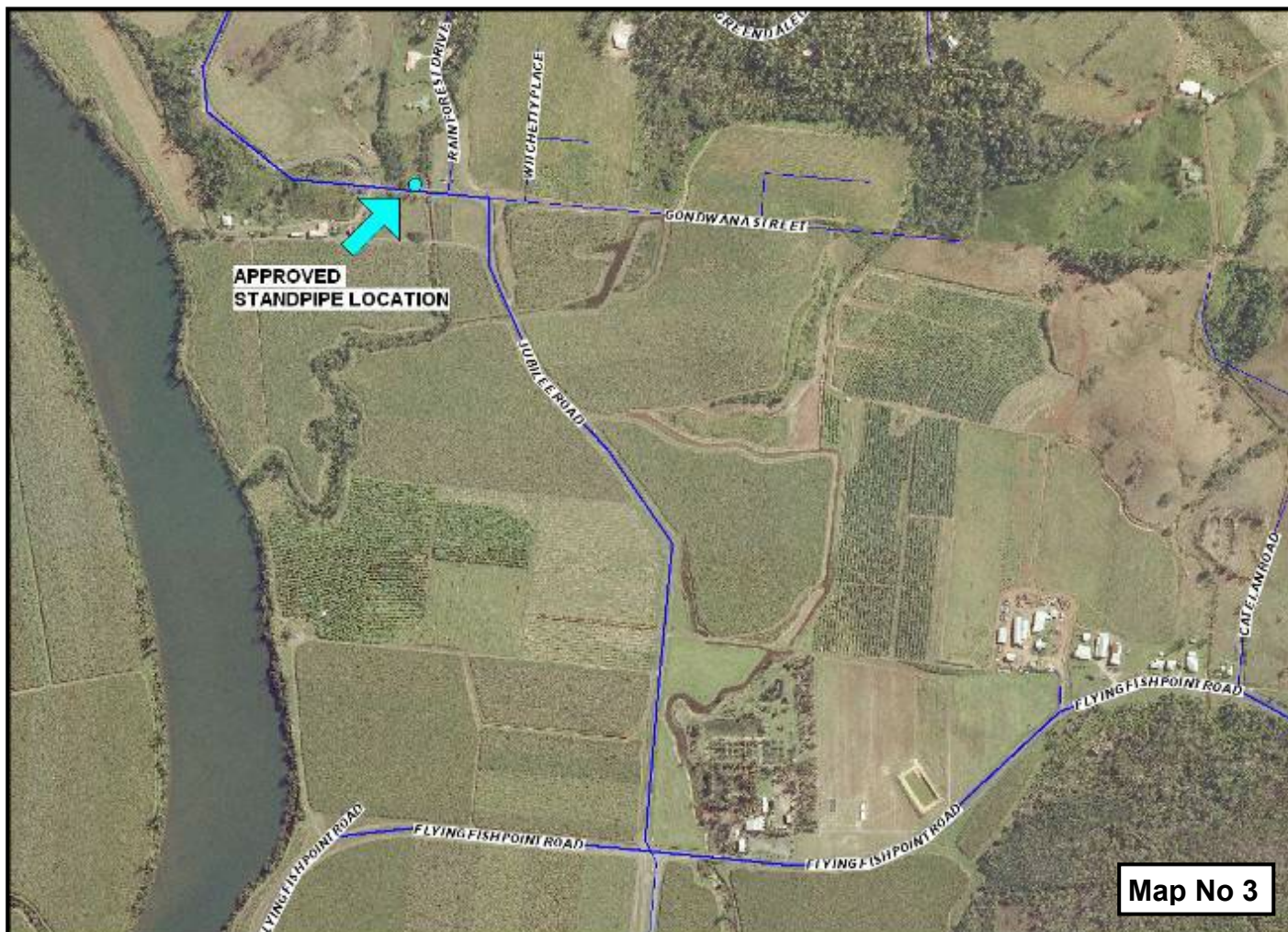
Deposit / Security bond means a charge fixed by the Council by resolution as a security bond for the hire of a metered standpipe by the Council, as shown on the form titled "*Issue of Metered Standpipe*" in respect of this Hire Agreement.

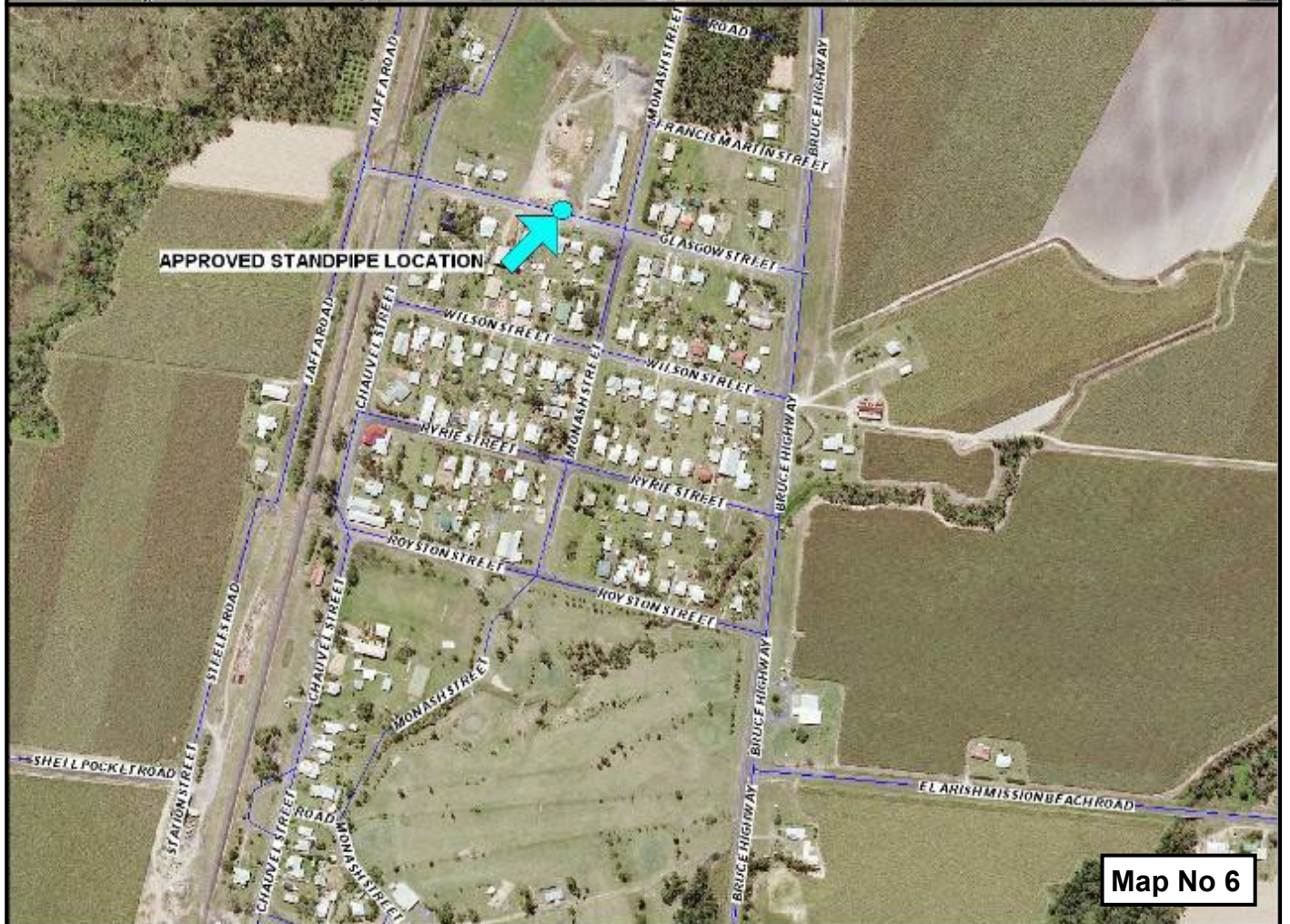
Term means the term shown on the form titled "*Issue of Metered Standpipe*."

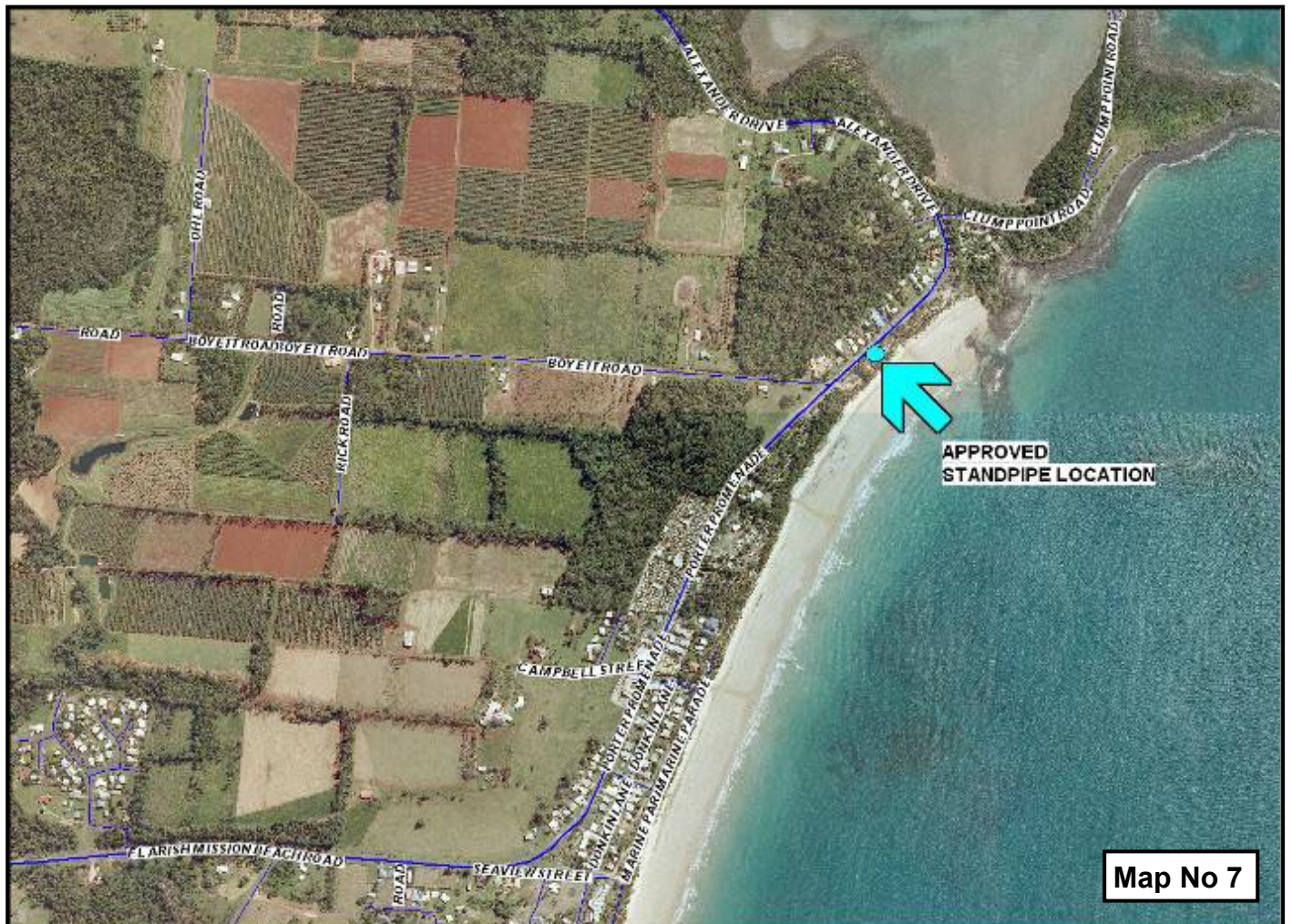
Water usage charges means charges for the supply of water according to water consumption calculated at a rate determined by the Council from time to time and determined in accordance with the consumption registered by the meter.

Approved Standpipe Locations		
Map	General Service Area	Local Description
1	Garradunga, Innisfail	Intersection of Bruce Highway and Fitzgerald Creek. 1klm South of Garradunga Turn off.
2	Innisfail, Palmerston	Intersection of Bruce Highway and Palmerston Highway turnoff. Along side Fred Drew park camping area.
3	Innisfail Estate, Flying Fish Point, Jubilee Grove	Turn off Flying Fish Point Road to Jubilee road 1.2klm
4	Innisfail, Mourilyan, Moresby, South Johnstone, Mena Cr	Intersection Bruce Highway and Riordan Road. Turn into Mourilyan Road 100m
5	Silkwood, Kurrimine Beach	2300klm along Murdering Point Road from Bruce Highway
6	El Arish, Mission Beach	Glasgow Street El Arish 230m from Bruce Highway
7	Mission Beach, Wongaling	Porter Promenade 130m north of Boyett road intersection
8	South Mission Beach, Wongaling	Wheatley Road, Adjacent to Waste Transfer Station
9	Tully, Feluga, Silky Oak	Tully Mission Beach Road, 250m from Bruce Highway
10	Cardwell, Kennedy	Gregory Street Cardwell, 500m from Bruce Highway (North entrance)









Map No 7



Map No 8

