

Agreement for Sale of Non-Potable Water

This Agreement, effective the day of , 20

is between the Scotland Island Residents' Association (herein referred to as SIRA), the Seller, and

the Buyer, being a member of SIRA whose postal address is at

and who owns and/or occupies premises (hereinafter known as the *Supplied Premises*) situated on Scotland Island at (insert address):

1. DEFINITIONS

Emergency Non-potable Water – means water that is not intended for human consumption or for purposes connected with human consumption, such as:

- (a) the washing or cooling of food, or
- (b) the making of ice for consumption, or for the preservation of unpackaged food.

Emergency Non-potable Water Pricing Schedule – refers to the schedule of prices, booking and other fees applicable to the purchase of Emergency Non-potable Water. This schedule is available from the SIRA website: <http://www.scotlandisland.org.au/community/emergency-water>

Scotland Island Emergency Non-potable Water Supply System – means the reticulated non-potable water distribution system, consisting of three lines that circle Scotland Island, and comprising all polyethylene pipes and fittings that make up that system.

Water Monitor – means a person acting under the direction of SIRA and responsible for the coordination of bookings of one or more of the lines of the Scotland Island Emergency Non-potable Water Supply System. Contact information for the Water Monitor for each line is available from the SIRA website.

2. TERM

This agreement shall commence from the effective date hereof and shall continue until terminated in accordance with the provisions of Paragraph 5 below.

3. SALE OF EMERGENCY NON-POTABLE WATER

- (a) In accordance with the terms contained herein, it is agreed between the parties that:
 - i. the seller shall provide Emergency Non-potable Water to the Supplied Premises by means of the Scotland Island Emergency Non-potable Water Supply System;
 - ii. the Buyer shall pay SIRA for such quantities of Emergency Non-potable Water as shall be provided to the Supplied Premises by means of the Scotland Island Emergency Non-potable Water Supply System during the life of this agreement. The amount payable shall accord with the Emergency Non-potable Water Pricing Schedule current

at the time of the supply of Emergency Non-potable Water.

- (b) **Supply.** In order to receive non-potable water a prior booking must first be made with the Water Monitor appropriate for the line that services the Supplied Premises. Please note the following:
- i. Bookings shall be for such periods as shall be determined by the Water Monitor for the line in question subject to demand as well as the need to ensure a fair and equitable supply of non-potable water to each line.
 - ii. Neither SIRA nor the Water Monitors can guarantee a booking at any particular time or on any particular day.
 - iii. Urgent requests for a booking shall be dealt with on a case-by-case basis.
 - iv. The supply of non-potable water by SIRA is dependent upon the supply of water to Scotland Island by Sydney Water via a submarine pipe which is owned and maintained by Pittwater Council. In the event of a disruption to or diminution in that supply then any existing booking may need to be cancelled or rearranged.
 - v. The supply of non-potable water to the Scotland Island Rural Fire Service shall take priority over any other booking. In the event of an emergency, other bookings may need to be varied or cancelled by the Water Monitor.

Further guidelines for the purchase of Emergency Non-potable Water are published by SIRA and available from SIRA's website or from the Water Monitors upon request.

- (c) **Pricing.** SIRA may make changes to the Emergency Non-potable Water Pricing Schedule at any time. Changes to the Emergency Non-potable Water Pricing Schedule shall be notified to the Buyer via SIRA's website: <http://www.scotlandisland.org.au/community/emergency-water>. It is the responsibility of the Buyer to check current prices, charges and fees at the time of making any purchase.
- (d) **Sale of Parts and Accessories.** From time to time SIRA may agree to sell the Buyer new, second-hand or refurbished water pipeline parts and/or accessories. Requests for such parts and accessories should be submitted to the Water Monitor relevant to the line supplying the Supplied Premises. All implied or express warranties of merchantability or fitness for purpose are hereby disclaimed.
- (e) **Other Terms of Sale.** The term for the payment of accounts relating to the sale of non-potable water and/or parts and accessories is strictly seven (7) days from provision of the relevant goods or service.

4. BUYER'S UNDERTAKINGS

The Buyer undertakes as follows:

- (a) The Buyer shall not use or direct, suffer or allow to be used any non-potable water supplied under the terms of this agreement for human consumption or for purposes connected with human consumption. Those purposes include but are not limited to:
- i. the washing or cooling of food,
 - ii. the making of ice for consumption, or for the preservation of unpackaged food.
- (b) In the event that non-potable water supplied under the terms of this agreement is or becomes available to any other person living at or visiting the Supplied Premises, the Buyer shall immediately notify such persons that the said non-potable water is not to be used for human consumption or for purposes connected with human consumption (including but not limited to the examples given above).

- (c) The Buyer shall take all additional and reasonable steps to ensure that anyone living at or visiting the Supplied Premises shall not consume any non-potable water supplied under the terms of this agreement nor use that non-potable water for purposes connected with human consumption (including but not limited to the examples given above).
- (d) The Buyer acknowledges that the above undertakings relate not only to non-potable water supplied under the terms of this agreement but also to tank and other water that has become mixed with non-potable water supplied under the terms of this agreement.
- (e) The Buyer shall keep SIRA notified of any changes to their postal address during the course of this agreement.

5. TERMINATION OF THE AGREEMENT

- (a) **By the Buyer.** The Buyer may terminate this agreement by giving SIRA written notice at any time, with or without cause. Such termination in no way relieves the Buyer of their obligations under this agreement.
- (b) **By SIRA.** SIRA may terminate this agreement at any time, with or without cause and without notice. Upon termination of this agreement by SIRA any outstanding bookings shall be cancelled. Any liability on the part of SIRA in relation to any such cancelled bookings shall be limited to the reimbursement of any advance payment made in relation to the booking.

6. INDEMNIFICATION

The Buyer shall indemnify and hold harmless SIRA, its officers, agents and committee members from and against any claims, demands, losses, liability actions, lawsuit damages and expenses, including solicitor fees and court costs, to the extent that the same result from any act or omission in connection with the distribution and sale of product(s), particularly Emergency Non-potable Water, by and through SIRA and/or its agents.

7. NON-ASSIGNMENT

SIRA has entered into this agreement based upon, among other things, the personal qualifications and involvement of the Buyer. No rights or obligations under this agreement may be sold, assigned or otherwise transferred to another party without prior written consent from SIRA. In particular, should the Buyer lend, rent or sell the Supplied Premises then this agreement is not transferable to the new owner or occupier.

8. NO AGENT OR LEGAL REPRESENTATIVE STATUS

This agreement does not make either party the agent or legal representative of the other for any purpose, nor does it grant either party authority to assume or create any obligation on behalf of or in the name of the others. No fiduciary obligations are created by this agreement.

9. NOTICES

Any notice required to be given by either party to the other in connection with this agreement must be in writing and delivered by one or more of the following means:

- (a) Personally;
- (b) By registered mail. Notices to the Buyer will be directed to the Buyer or their representatives at the Buyer's postal address as stated above or as last notified to SIRA. Notices to SIRA will be directed to SIRA, PO Box 70, Church Point NSW 2105.

10. DISCLOSURE

The Buyer acknowledges that they have read and understood this Agreement and that SIRA has afforded the Buyer ample time and opportunity to consult with advisors of the Buyer's own choosing about the potential benefits and risks of entering into this Agreement.

11. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties as to the subjects therein contained, and any and all prior or contemporaneous proposals, commitments and representations, oral or written, are merged herein and superseded hereby.

12. AMENDMENTS IN WRITING

This Agreement shall not be altered or amended except in writing and signed by the parties hereto.

Executed on the day and date first above written at Scotland Island NSW Australia.

Scotland Island Residents' Association Inc

By: Title: Water Monitor Line

Signature: _____

Buyer Name:

Signature: _____

Home Phone: Mobile:

Email: