

# Agreement for Sale of Water

This Agreement, effective the  day of , 20

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

the Buyer, a resident of Scotland Island, NSW, having their principal place of residence at

## 1. DEFINITIONS

*Non-potable Water* – means water which does not meet the standard for drinking water as defined by the responsible authority, being Sydney Water.

*Water Monitor* – means the person responsible for the coordination of bookings and maintenance of their respective line of the Scotland Island Emergency Water Supply

*Scotland Island Emergency Water Supply* – means the reticulated water distribution system, comprised of the main and line meters at the top of Bells Wharf steps and polyethylene pipe and fittings that circle Scotland Island.

*Emergency Water* – means water to supplement the individual household rainwater collection systems for domestic purposes other than drinking.

## 2. TERM

This agreement shall continue from the effective date hereof and, unless sooner terminated in accordance with the provisions of Paragraph 8 below, shall have an initial term of one year. Thereafter, the agreement shall be automatically renewed on a yearly basis unless sooner terminated by either party in accordance with the provisions hereof.

## 3. LOCATION

SIRA and its Agents operate on the territory designated as Scotland Island NSW only. It will not engage, either directly or indirectly, in any activities contemplated by this Agreement from locations outside of its Trading Area, or directed to customers located outside of its Trading Area.

## 4. TRANSACTION DESCRIPTION AND RESPONSIBILITIES

For good consideration, it is agreed between the parties that the Seller agrees to sell and the Buyer agrees to buy the following goods and services under the terms of herein:

- a. SIRA (the Seller) agrees to provide a courteous, convenient, prompt, efficient Emergency Water Service, and agrees that it will make all

reasonable efforts to maintain that service sufficient to meet its obligations hereunder.

- b. The Buyer agrees to pay SIRA the amount(s) set out in the Emergency Water Service pricing schedule for such quantities of non-potable water and waterline Parts and Accessories as they may order during the life of this Agreement.

## 5. SALE OF NON-POTABLE EMERGENCY WATER

- a. **Supply.** Bookings must be made with the Water Monitors and will be for periods of not less than two hours and not more than 12 hours. The periods offered by the Water Monitors will vary with the demand and be balanced across all three water lines. The principles of equity and fairness apply. Genuine emergencies will be dealt with on a case-by-case basis. The Scotland Island Rural Fire Service is necessarily afforded a high priority. Guidelines for the Emergency Water Service are published by SIRA and available from the Water Monitors upon request.
- b. **Pricing.** SIRA maintains and publishes a pricing schedule specifying the current charges for non-potable Emergency Water, which the Buyer may purchase. SIRA may update the price list by furnishing the Buyer a superseding price list. Prices, maintenance charges, booking fees and other terms of sale applicable to the purchase of Emergency Water are established by SIRA. SIRA may change prices, charges and other terms of sale applicable to non-potable Emergency Water at any time
- c. **Sale of Parts and Accessories to the Buyer.** New, second-hand or refurbished water pipeline parts and/or accessories provided by SIRA or its Agents are called Parts and Accessories. Requests for Parts and Accessories will be submitted and processed by the Water Monitors and/or maintenance sub-contractors according to policies determined by the SIRA Committee. Parts and Accessories prices and other terms of sale applicable to Parts and Accessories are established by SIRA. SIRA may change prices, charges and other terms of sale applicable to Parts and Accessories at any time.
- d. **Other Terms of Sale.** Terms for the payment of accounts is strictly seven (7) days from provision of service.

## 6. INVENTORY

The Buyer shall note that SIRA has no control over the supply of water, or its quality, as provided by Sydney Water, through Pittwater Council.

Subject to any supply restrictions, SIRA covenants and agrees to stock sufficient Australian Standard water pipeline Parts and Accessories to perform repairs and adjustments Scotland Island Emergency Water Supply and meet its obligations under this Agreement.

## 7. WARRANTIES

As Sydney Water classifies the water that reaches Scotland Island as non-potable, SIRA makes no guarantee whatsoever as to the quality of the water that emerges from any outlet of the Scotland Island Emergency Water Supply.

Pursuant to the supply of non-potable water, SIRA may, from time to time, offer water pipeline Parts and Accessories for sale to Scotland Island residents on a non-profit basis. No additional warranty is made in lieu of any other express warranty with regard to product(s) purchased through SIRA. All implied warranties of merchantability or fitness for particular purpose are hereby disclaimed.

## **8. 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 to pay any and all outstanding accounts with SIRA.
- b. **By SIRA:**
  - (1) **Misrepresentation, Failure to Comply, or Change of Owner.** If the Buyer submits any false information to SIRA or its Agents, fails to comply with SIRA's published guidelines as directed or sells, assigns or otherwise transfers its interest hereunder, without prior written consent from SIRA, SIRA may terminate this Agreement upon thirty (30) days written notice.
  - (2) **Events of Default.** If the Buyer shall fail to pay their accounts within thirty (30) days of the account being rendered, verbally or in writing, SIRA may immediately terminate this Agreement by giving the Buyer written notice. The Buyer agrees to immediately notify SIRA upon the occurrence of any event that may lead to default.
  - (3) **At the End of Any Yearly Term.** This Agreement may be terminated by SIRA, with or without cause, on the expiration of any yearly term as defined in Paragraph 2, by providing 60 days written notice to the Buyer.

## **9. INDEMNIFICATION**

The Buyer shall indemnify and hold harmless SIRA from and against any claims, demands, losses, liability actions, lawsuit damages and expenses, including solicitor fees and court costs to the extent such claims, demands, losses, lawsuit damages and expenses result from any act or omission in connection with the distribution and sale of product(s), particularly non-potable Emergency Water, by and through SIRA and/or the Buyer's obligations under this agreement.

## **10. INVENTORY ON-SELLING AND HOLD-HARMLESS**

With respect to any product(s) sold by SIRA pursuant to this agreement and subsequently on-sold by the Buyer, the Buyer agrees to indemnify and hold harmless SIRA and its agents from and against any and all claims, lawsuits, costs, expenses and damages, including solicitor fees and court costs relating to or arising out of the possession or sale of such product(s) by the Buyer or the activities of the Buyer with respect to the on-selling of the product(s), including but not limited to any claims by third parties that any such products has been sold to them and that the Buyer and/or SIRA have no legal right to possession of such product(s) and/or no legal right to consummate the repurchase of such product(s).

## **11. FINANCIAL STATEMENTS**

In accordance with the Associations Incorporation Act 2009, SIRA shall furnish to its members, its annual financial statement certified by a certified public accountant, at the Annual General Meeting. The financial statement includes full disclosure of the Scotland Island Emergency Water Supply finances.

## **12. CHANGES IN OWNERSHIP**

SIRA has entered into this Agreement based upon, among other things, the personal qualifications and involvement of the Buyer. The Buyer covenants and agrees that they cannot assign their rights under this Agreement without prior written approval of SIRA. In particular, should the Buyer lend, rent or sell their residence on Scotland Island NSW, this agreement is not transferable to the new occupier.

## **13. 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.

## **14. NOTICES**

Any notice required to be given by either party to the other in connection with this Agreement must be in writing and delivered personally or by mail. Notices to the Buyer will be directed to the Buyer or their representatives at the Buyer's principal place of residence, and notices to SIRA will be directed to SIRA, PO Box 70, Church Point NSW 2105. Mailed notices will be deemed received on the date deposited in Australia Post, including express mail.

## **15. 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 its entering into this Agreement.

## **16. FILING OF CLAIMS**

Any claim whatsoever against SIRA or representatives of SIRA resulting from or arising out of this Agreement that is not set forth in writing by registered by mail within thirty (30) days after termination of this Agreement shall be considered waived.

## **17. 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 representation, oral or written, are merged herein and superseded hereby.

## **18. AMENDMENTS IN WRITING**

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

**19. WAIVER**

No waiver by SIRA of any default or breach of any promise covenant or obligation by the Buyer hereunder, shall constitute a waiver by SIRA of any subsequent default or breach by the Buyer hereunder.

**20. APPLICABLE LEGISLATION**

Competition and Consumer Act 2010, Fair Trading Act 1987 (NSW), Sale of Goods Act 1923 (NSW), Associations Incorporation Act 2009 (NSW), and Associations Incorporation Regulations 2010 (NSW).

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: