

Conditions of Permit to Draw Water from Water Take Points

1. This consent is granted by the Water Supply Authority of the Hamilton City Council (HCC) and to the Permit Holder described above (Customer).
2. The consent holder has applied to HCC under the Hamilton City Council Water Bylaw 2013 (Bylaw) and subsequent amendments to take water from the HCC's water supply system.
3. The HCC consents to the take of water by the Customer, subject to:
 - a. the terms and conditions set out in this consent; and
 - b. The provisions of the Bylaw and all other relevant legislative and consent requirements while undertaking this activity.
 - c. the payment by the consent holder of any applicable charges payable under HCC's Schedule of Fees and Charges.
4. This permit commences on DATE and expires on DATE.
5. A Customer who holds a valid water take permit has a supply classification of "Extraordinary use" as defined in the Bylaw.
6. No customer shall draw water from a Water Take Point unless they have a current Permit as per the Bylaw.
7. No customer shall draw water from Water Take Point unless they have a copy of a valid permit with them at the time of accessing the water take point.
8. The Customer shall only draw water from a designated Water Take Point. The Customer shall keep a record of the date, time, location and volume of water drawn. The Customer shall make available for inspection by the HCC all records upon request.
9. The Customer shall not draw water from Fire Hydrants.
10. The Customer shall ensure all plant and equipment connected to Water Take Points has an approved top feed filling method.
11. The Customer shall occupy loading zone when available, or park legally awaiting access to the Water Take Point. The Customer may be liable for any damage caused due to non compliance with this clause as determined by the HCC.
12. The Customer shall follow the **Water Take Point Operation Instructions** inside the cabinets; the instructions have also been attached to this permit.
13. If the water is intended for potable use, it is the Customers responsibility to meet their activities legislative requirements and ensure the water delivered is of potable quality. HCC does not guarantee the cleanliness of the connection point for potable users.

14. The Customer agrees to an audit by HCC at any time of the Customer's plant and equipment utilised, documents and records in drawing water from HCC's Water Supply System.
15. The Customer shall be responsible for any keys, pin numbers issued by HCC under this permit as per the 'City Waters – Water Take Point Key Issue Form signed by the Customer.
16. Where the Customer holds an account with Hamilton City Council, payment shall be made by due date of an invoice for water used during any period and any applicable charges as per Schedule of Fees and Charges.
17. It is an offence for any person to interfere with a connection of any water supply take point and in doing so is in breach of the Bylaw.
18. Any non compliance with the Conditions of Permit or the bylaw will be sufficient cause for cancellation of this permit and/or refusal of any further permits by HCC as per the Bylaw
19. The Customer shall be liable for any costs associated with any non compliance and damage to HCC's water supply system as per the Bylaw.
20. The Customer must inform the HCC immediately on discovery of any accident including spills or process mishaps that may cause a breach of this permit or the Bylaw, or cause damage to the HCC Water Supply System.
21. Where any breach of this consent is identified by the Customer or the HCC, the consent holder must submit to the HCC within 7 days of identifying the breach or being advised of it, a written explanation of the cause of the breach and the proposed action to be undertaken or action taken to prevent its recurrence.
22. The consent holder may not make any claim for damage, loss, or injury of any kind against the HCC which arises as a result of the Customer taking water from the HCC Water Supply System.
23. The Customer will indemnify the HCC against all claims, by any person or body which arise as a result of the Customer taking water from the HCC Water Supply System.
24. The Customer may not claim payment or compensation from the HCC during the examination, alteration, repair or maintenance of that water supply system.
25. The Customer must pay to the HCC any costs that the HCC determines are payable in respect of any breach of any term or condition of this consent.
26. Every person who breaches the Bylaw commits an offence and may be liable on summary conviction as per the Bylaw.