

FERNRIDGE WATER SUPPLY ASSOCIATION INCORPORATED. SUPPLY AGREEMENT

Between: Fernridge Water Supply Association Incorporated
("the Association").

And: _____

(Members name, address, and Email address if available)
being a Member of the Fernridge Water Supply Association Inc
("the member")

Recitals:

Whereas:

1. Pursuant to Rule 4(d) of the Rules of the Association, the Member is obliged to enter into a supply agreement with the Association.
2. The Association has agreed to use its best endeavors to supply potable Water to its Members subject to Members entering into a Supply Agreement.

Operative Part:

The Association:

1. The Association in consideration of a payment of the levies duly set by the Association from 'time to time and in consideration of the Member entering into this agreement shall use its best endeavors:-
 - 1.1 To supply the unit or units of water specified in the Schedule hereto to the property of the Member situated at _____
(address and legal description of property)

 - 1.2 To ensure that the water supplied to the Member is potable.
 - 1.3 To administer the Scheme (as defined in paragraph 3(b) of the Rules of the Association) in a manner consistent with any relevant statutory or regulatory requirements.
2. In the event of any disruption of the supply of water the Management Committee shall use it's best endeavors to ensure that all reasonable steps are taken to reinstate the supply as soon as possible consistent with any regulatory health and safety requirements.

3. The Association shall in accordance with regulatory requirements arrange for the regular testing of the water. In the event of such testing indicating any defects in water quality that could affect health or safety, the Association shall use its best endeavours to take all reasonable steps to notify the members and to remedy any such defect as soon as practicable.

Provided that the member hereby acknowledges and accepts that (other than the Association's best endeavors), the Association does not give any guarantee or undertaking as to continuity of supply or as to the quality of the water supplied.

The Member:

4. In consideration of the supply of water via the Scheme by the Association, the Member hereby:-

- 4.1 Agrees to pay any levies set by the Association.
- 4.2 Acknowledges and accepts that failure to pay any levies set by the Association within 60 days of demand shall terminate this agreement and the right of supply of water incidental thereto.
- 4.3 Agrees and accepts that any person or persons duly authorised by the Association or the Management Committee of the Association can enter as of right onto the land of any Member for the purpose of monitoring, maintaining, or improving anything directly or indirectly connected to the Scheme or its operation or administration such that any such entry shall not constitute a trespass provided that such entry shall ordinarily occur upon only reasonable notice to the Member unless there is an emergency relating either to safety or to the proper maintenance of or statutory compliance of the Scheme in which event such entry may occur without notice to the Member.
- 4.4 Agrees and accepts that the Association shall be entitled at any time to cease supply in order to :-
 - 4.4.1 Carry out maintenance or improvements to the Scheme.
 - 4.4.2 Address any problems arising in respect of water quality.
 - 4.4.3 Ensure compliance by the Member or any other Member of the Association receiving supply with the terms and conditions of this agreement or the Rules of the Association.
- 4.5 Acknowledges and accepts that the Association shall be entitled to place on the land owned or occupied by the Member any pipes or related reticulation necessary to enable supply of water to the Member or to other Members provided that such piping and related reticulation (other than pipes from the point of connection to the body of the Member to the Scheme which shall be the sole responsibility of the Member) shall be owned and maintained by the Association and provided that the Association shall place any such pipes or related reticulation on the land owned or occupied by the Member so as to

interfere as least as possible with the peaceful enjoyment by the member of their land.

4.6

Agrees and accepts that they shall have a storage tank on their land that is approved by the Association, (but provided that any such approval shall not be unreasonably withheld) and that all water supplied onto their land shall be delivered to that storage tank before otherwise being used on the land of the Member or by any other occupier of the land. Further, the member agrees to keep fittings and the inlet pipe on the storage tank free of vegetation or other impediment so as to enable ease of repair and inspection.

4.7

Agrees and accepts that at the pipe end into such storage tank there shall be a flow valve purchased from and approved by the Association and that the diameter of the aperture of such valve shall only be such so as to enable delivery of the unit or units of water set out in the annexed Schedule.

4.8

Agrees and accepts that they or any other person on their land shall not be permitted to draw water from the Scheme other than via the storage tank on their land and that the drawing of water from the Scheme prior to water reaching the storage tank shall be grounds for the Association to forthwith terminate the supply of water to the Member.

4.9

Agrees and accepts that they shall not use the water provided by the Association or interfere with the Scheme in any way that might result in any contamination of the water in the Scheme and in particular no Member will use or permit the use of water directly from the Scheme prior to delivery of such water to the storage tank of that Member.

4.10

Agrees to comply with any notices issued by the Association or by any health or local authority officer being any notice relating to the safe use or management of water supplied by the Scheme.

4.11

Agrees and accepts that neither the Association or any of its officers shall be liable to the Member anyway whatsoever in respect of any disruption in the continuity of supply of water by the Association or in respect of any defect in the quality of the water (or problem arising there from) supplied by the Association.

4.12

Agrees and accepts that non-compliance with the terms of this agreement shall entitle the Association to disconnect the Member from the Scheme but that any such disconnection shall be Without prejudice to the right of the Association to collect or enforce any outstanding levies or payments due and owing to the Association by the member.

4.13 Agrees that upon any sale of the land subject of supply that the member will obtain the consent of the purchaser to the continued placement on the land of any piping or associated reticulation of the Scheme together with the right of access on reasonable notice by the Association or its duly appointed agents to maintain any such piping or related reticulation.

4.14

Agrees not to interfere with the Scheme in any way that might adversely affect the reticulation or the quality of the water supplied by the Scheme.

5.

5.1 Any notice from the Association to any Member shall be deemed to have been served upon any Member once it has been posted to the last known address of the Member or when it has been affixed to any gate or fence at the boundary or the land of the Member.

5.2 Any communication from any Member to the Association shall be forwarded via the Secretary of the Association.

**The Common Seal of the Fernridge Water Supply Association Inc.
was affixed hereto in the presence of**

Chairman / Member of the Management Committee
Fernridge Water Supply Association Inc.

Date: _____

Secretary
Fernridge Water Supply Association Inc.

Signed by the Member _____ Date: _____

SCHEDULE
(Setting out water unit entitlement)
___ Units