

# **Service Agreement**

## **Seventeen Seventy Low Pressure Sewerage System**

**Property Owner:** [Full name] of Lot [Description]

**Service Provider:** Gladstone Regional Council

## SERVICE AGREEMENT

### SEVENTEEN SEVENTY LOW PRESSURE SEWERAGE SYSTEM

#### Items Schedule

|           |                          |   |
|-----------|--------------------------|---|
| <b>1.</b> | <b>Contract Date</b>     |   |
| <b>2.</b> | <b>Service Provider</b>  | Gladstone Regional Council ABN 27 330 979 106<br>Address: PO Box 29, GLADSTONE QLD 4680<br>Telephone: 07 4970 0700<br>Email: <a href="mailto:info@gladstone.qld.gov.au">info@gladstone.qld.gov.au</a> |
| <b>3.</b> | <b>Property Owner</b>    | [Full name]<br>[Lot description]<br>Address:<br>Telephone:<br>Email:  |
| <b>4.</b> | <b>Commencement Date</b> | The Contract Date   |
| <b>5.</b> | <b>Expiry Date</b>       | When the Property Owner ceases to own an interest in the Property.  |

## INTRODUCTION:

- A. On 19 December 2023 the Service Provider agreed to assume responsibility for on premise components of the Low-Pressure Sewerage System (LPSS) at the Property subject an agreement between the Service Provider and Property Owner.
- B. The Property Owner is the owner of property on which components of the LPSS are situated.
- C. The Service Provider agrees to provide services related to the LPSS to the Property Owner subject to the terms of this Agreement.

## THE PARTIES AGREE AS FOLLOWS:

### 1 Interpretation

#### 1.1 Definitions

Terms in bold type in the Items Schedule have the meanings shown opposite. The following definitions also apply:

**“Agreement”** means this agreement and all schedules, appendices and annexures to it;

**“Boundary kit”** means the arrangement of a one-way valve, isolation valve, maintenance port and surround which is located immediately inside the Property between the pump unit and Council’s sewer pressure main;

**“Claim”** includes any claim or legal action and all costs and expenses incurred in connection with it;

**“Commencement Date”** means the date specified in Item 4 of the Item Schedule;

**“Environmental Laws”** include all laws (including but not limited to *Environmental Protection Act 1994*, and associated regulations, *Waste Reduction and Recycling Act 2011* and associated regulations, *Biosecurity Act 2014* and *Biosecurity Regulation 2016*, *Vegetation Management Act 1999* and *Vegetation Management Regulation 2012* as applicable), environmental authorities and site based management plans applying to a Site, licence conditions, Codes of Practice and policies, corporate standards and procedures relating to environmental management and protection, vegetation management, biosecurity and weed management;

**“Expiry Date”** means the date specified in Item 5 of the Items Schedule;

**“Home Owner’s Manual”** means the Seventeen Seventy Low Pressure Sewerage System Owner/Occupier Manual for Owners and Occupants provided by the Service Provider under this Agreement;

**“Legislative Requirement”** includes:

- (1) Acts, ordinances, regulations, by-laws, local laws, orders, awards and proclamations of the Commonwealth, State of Queensland or local government relevant to the matters the subject of this Agreement or the Services, including but not limited to Safety Laws and Environmental Laws;
- (2) certificates, licences, consents, permits, codes, standards, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services;
- (3) Australian Standards and any other relevant standards;
- (4) the conditions of any permits or approvals required to be issued or issued for the Services; and
- (5) fees and charges payable in connection with (1) to (4) of this definition;

**“LPSS”** means the Seventeen Seventy Low Pressure Sewerage System;

**“Property”** means the property described in Item 3 of the Item Schedule;

**“Property Owner”** means the registered owner of the Property as described in Item 3 of the Item Schedule;

**“Safety Laws”** include all laws (including but not limited to the *Work Health and Safety Act 2011* and associated regulations), Codes of Practice, and policies, corporate standards and procedures relating to work

health and safety and traffic management and includes any Safety Management Plan and any law or direction relating to COVID19;

**“Service Provider”** means the party described in Item 2 of the Item Schedule; and

**“Service Provider’s Personnel”** means the Service Provider’s employees, councillors, sub-contractors and subcontractor’s employees or the Service Provider’s authorised agents.

## **2 Term**

2.1 This Agreement commences on the Commencement Date and expires on the Expiry Date unless earlier terminated under this Agreement.

## **3 Ownership of LPSS components**

3.1 The Property Owner owns all LPSS infrastructure on the Property including but not limited to:

- (1) the storage vessel, pump, associated controls, electrical control panel and the property service line up to the Boundary Kit; and
- (2) the wiring from the main switch board to the control panel and pipework from the house to the vertical riser connection point directly upstream of the pumping unit including all gravity sewer drains and ventilation plumbing.

3.2 The Property Owner must provide the Service Provider and/or the Service Provider’s Personnel with any information about the LPSS installed on the Property reasonably requested including but not limited to any serial numbers, operational data and technical manuals in the Property Owner’s possession.

## **4 Home Owner Manual**

4.1 The Service Provider will provide a Home Owner’s Manual to the Property Owner outlining proper use of the LPSS.

4.2 The Service Provider may at any time update the Home Owner’s Manual at its sole discretion and provide a copy of the updated Home Owner’s Manual to the Property Owner. The latest version provided to the Property Owner will be binding under this Agreement.

4.3 The Property Owner must at all times operate the LPSS in compliance with the Home Owner’s Manual, and ensure that all occupants, tenants, lessees or invitees comply with the Home Owner’s Manual at all times.

## **5 Maintenance**

5.1 Subject to clause 5.5, the Service Provider will maintain at its own cost and expense (including any replacement):

- (1) The storage vessel;
- (2) Pump;
- (3) Associated controls;
- (4) Electrical control panel; and
- (5) The property service line up to the Boundary Kit,

to a standard to ensure it’s effective operation.

5.2 The Property Owner will provide the Service Provider and the Service Provider’s Personnel safe access to the Property to allow for maintenance and repair of the system. Except in the case of an emergency, the

Service Provider will use all reasonable endeavours to notify the Property Owner prior to accessing the Property.

5.3 The Property Owner will maintain at it's own cost and expense (including replacement):

(1) the wiring from the main switch board to the control panel; and

(2) pipework from the house to the vertical riser connection point directly upstream of the pumping unit including all gravity sewer drains and ventilation plumbing,

to a standard to ensure it's effective operation.

5.4 The Property Owner must notify the Service Provider as soon as possible of any fault that can't be resolved by referring to the Home Owner's Manual.

5.5 The Property Owner must at all times comply with all Legislative Requirements in relation to the operation or use of the LPSS.

5.6 The Property Owner will be responsible for the cost of any repairs, maintenance or replacement caused by the Property Owner's failure to comply with clauses 4.3 or 5.4. The Service Provider can recover any costs incurred by the Service Provider in accordance with this clause 5.6 as a debt.

## **6 Upgrade**

6.1 Where the Property Owner elects or is otherwise required to upgrade any component of the LPSS any such upgrades will be at the sole expense of the Property Owner.

## **7 Supply of Electricity**

7.1 The Property Owner is responsible for the supply and costs associated with the supply of electricity to the Property's LPSS.

## **8 Transfer of Property**

8.1 In the event that the Property Owner sells, transfers or assigns the Property or an interest in the Property the Property Owner must ensure that the purchaser, transferee or assignee is made aware of this Agreement and the need to enter into an agreement with the Service Provider for the continued maintenance of the LPSS. The Property Owner must ensure that a notation is included in any contract to sell, transfer or assign the Property.

## **9 Indemnity**

9.1 The Property Owner releases the Service Provider and the Service Provider's Personnel and Indemnifies the Service Provider and the Service Provider's Personnel against all Claims for damage, loss, injury or death:

(1) arising from the use or maintenance of the LPSS; or

(2) arising from a deliberate act, negligence or default of the Property Owner or tenant, lessee or invitee of the Property Owner;

except to the extent of any negligence by the Service Provider or the Service Provider's Personnel.

## **10 Termination**

10.1 The Service Provider may, but shall not be obliged to terminate this Agreement by written notice to the Property Owner upon or at any time after the Property Owner breaches any term of this Agreement and fails to remedy the breach within 14 days of receiving a written notice from Council requiring the breach to

be remedied.

10.2 The Property Owner may terminate this agreement at any time following 14 days written notice to the Service Provider.

## **11 Notices**

11.1 Notices under this Agreement must be in writing and may be signed by a party or its solicitor.

11.2 Notices are effectively given if delivered or posted to the other party at the addresses specified in this Agreement or at such other address as may be notified from time to time and when posted will be deemed to have been received on the third business day after posting.

## **12 Construction**

12.1 In this Agreement reference to:-

- (a) a person includes:-
  - (i) a corporation, incorporated association or government body; and
  - (ii) the legal representatives, successors and assigns of that person;
- (b) a right includes a remedy authority or power;
- (c) a gender includes all genders;
- (d) the singular includes the plural and the plural includes the singular; and
- (e) any Act includes all amendments or substitutions for that act and the regulations made under that Act.

## **13 Headings**

13.1 Headings are for convenience only and do not affect the interpretation or form part of this Agreement.

## **14 Entire Understanding**

14.1 This Agreement contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.

## **15 Governing Law**

15.1 This Agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

## **16 Weekends and Public Holidays**

16.1 Where the date for doing anything under this Agreement falls on a weekend or public holiday, that thing, unless otherwise agreed, shall be done on the next business day after that weekend or public holiday.

## **17 Joint and Several Obligations**

17.1 If two or more persons are named as Property Owner in this Agreement, this Agreement binds them jointly and each of them severally.

## **18 Waiver**

18.1 A right under this Agreement may only be waived in writing signed by the party granting the waiver and is

effective only to the extent specifically set out in the written waiver.

**19 Interpretation**

19.1 Nothing in this Agreement will be construed or interpreted against the Service Provider or to the Service Provider’s disadvantage on the basis that the Service Provider prepared this Agreement.

**20 Counterparts and Electronic Transmission**

20.1 This agreement may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

20.2 The parties agree that pursuant to the Electronic Transactions (Queensland) Act 2001, this Agreement may be transmitted electronically and shall be formed upon both parties signing an electronic copy (including by electronic signature) whether received or transmitted via email.

Signed on behalf of **GLADSTONE REGIONAL COUNCIL** by an authorised delegate in accordance with s236 of the Local Government Act 2009 in the presence of:

\_\_\_\_\_  
Delegate Signature

\_\_\_\_\_  
Full Name of Delegate

\_\_\_\_\_  
Title/Position of Delegate

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Full Name of Witness

\_\_\_\_\_  
Date Signed and Witnessed

SIGNED by the **PROPERTY OWNER** in the presence of:

Property Owner 1

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Full Name of Property Owner

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Full Name of Witness

\_\_\_\_\_  
Date signed

Property Owner 2

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Property Owner Signature

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Witness Signature

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Full Name of Property Owner

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Full Name of Witness

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Date signed

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Date signed