

# Mobile Hydrant Standpipe

## Licence Agreement

This Hydrant Standpipe Licence Agreement is made on the date that the Licensee submits the Application to the Corporation and is between the following parties:

1. **Corporation**

and

2. **Licensee**

### Background

This Licence defines the roles and responsibilities of the Corporation and the Licensee with respect to the hire and use of Standpipes.

### This Licence witnesses

that in consideration of, among other things, the mutual promises contained in this Licence, the parties agree:

### Definitions and interpretation

In the Advice To Applicants and the Licence Provisions set out below:

**Act** means any Commonwealth or State legislation or delegated legislation and includes any code of practice, guideline, order or proclamation issued under it;

**Applicant** means the person/s applying for a Licence;

**Application** means the form used by the Applicant to apply for a Licence;

**Application Fee** means that fee designated as a one-off application fee under the Standpipe Hire Charges;

**Bond** means the amount set out in the Corporation's Standpipe Schedule of Fees, as amended from time to time, on the Corporation's website;

**Business Day** means a day on which banks are open for business in Perth, Western Australia, excluding a Saturday, Sunday or public holiday;

**Claim** means any action, suit, claim, proceeding, demand or Loss of any nature whatsoever, and howsoever arising (including as a result of negligence);

**Commencement Date** means the date specified in the Licence;

**Corporation** means the Water Corporation of 629 Newcastle Street, Leederville, Western Australia;

**Deal with** includes sell, novate, assign, transfer, encumber, grant any option, lease or licence in respect of, or in any manner alienate, dispose of, or part with possession of, or declare oneself trustee of or in relation to;

**Environment** has the same meaning as defined in section 3 of the *Environmental Protection Act 1986*;

**Event of Default** is defined in clause 7.1 of the Licence Provisions;

**Government Agency** means any government or any governmental, judicial, statutory, municipal, local government or other similar body, government minister, authority or entity;

**Hire Fee** means those monthly fees charged to the Licensee and from time to time prescribed in item 11 Schedule 7 of the *Water Services (Water Corporations Charges) Regulations 2013* as amended or replaced from time to time;

**Intended Location** means the location or locations within the Perth Region at which the Applicant proposes to use the Standpipe as set out in the Application;

**Interest Rate** means the interest rate specified in the regulations made from time to time under subsection 124(2)(n) of the *Water Services Act 2012* in respect of late payments of charges;

**Legislative Requirement** includes:

- (a) the requirements of every Act; and
- (b) every certificate, licence, consent, permit and enforceable requirement of any Government Agency;

**Licence** means the licence agreement in respect of the Standpipe granted by the Corporation to the Licensee in accordance with the Advice to Applicants and the Licence Provisions set out below;

**Licensee** means the Applicant to whom the Corporation grants the Licence;

**Loss** means any loss, damage, cost, expense or liability;

**Licensee's Obligations** means the obligations of the Licensee under the Licence or imposed by law;

**Money Payable** means any money payable by the Licensee to the Corporation, whether under this Licence, for any Water, or on any other account whatsoever, including any Standpipe Hire Charges, or Water Charges;

**Monthly Period** means a calendar month;

**Permitted Purpose(s)** means the purpose(s) specified in the Licence;

**Perth Region** means the area bounded by the local government boundaries of Rockingham, Serpentine-Jarrahdale, Armadale, Mundaring, Swan, Kalamunda and Wanneroo;

**Power** means a right, power, remedy or authority under this Licence, or otherwise at law or in equity;

**Premises** means any land, buildings or other premises on which the Standpipe may from time to time be situated including the Site;

**Reasonable Adult** means a person who is of or above the age of eighteen years and possesses the faculty of reason and engages in conduct in accordance with community standards;

**Return Condition** means in good and proper repair, working order and condition (with due allowance for fair wear and tear) and clean to the Corporation's satisfaction, including the removal of all attachments owned or held by the Licensee;

**Site** means the location or locations where the Standpipe is permitted to be used, as set out in the Application;

**Standpipe** means the metered standpipe identified by the licence number on the Licence, if issued, and includes all appurtenances to it including any meter;

**Standpipe Hire Charges** means those charges from time to time prescribed in Schedule 7 of the *Water Services (Water Corporations Charges) Regulations 2013* as amended or replaced from time to time;

**Tax** means:

(a) any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or

(b) any income, GST, stamp, transaction, tax or charge,

other than any income tax payable on the Corporation's assessable income under a Tax Act;

**Tax Act** means the *Income Tax Assessment Act 1936 (Cth)* and the *Income Tax Assessment Act 1997 (Cth)*, as applicable;

**Term** means the term of the Licence as set out in clause 1.2 of the Licence Provisions, and includes, where the context requires, any extension, renewal or other continuation of that term;

**Termination Date** means the date specified in the Licence;

**Water** means all water supplied, or deemed to have been supplied to the Licensee through the Standpipe;

**Water Services Works** has the same meaning as in the *Water Services Act 2012* as amended from time to time; and

**Water Charges** means those charges for Water from time to time prescribed in Schedule 3 Item 40 of the *Water Services (Water Corporations Charges) Regulations 2013* as amended or replaced from time to time.

includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency;

In the Advice To Applicants and the Licence Provisions set out below:

(a) an expression importing a natural person

(b) a reference to anything (including any right) includes a part of that thing but nothing in this paragraph (a) implies that performance of part of an obligation constitutes performance of the obligation;

(c) a reference to an Act, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, whether passed by the same or another government agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;

(d) a covenant or agreement on the part of two or more persons binds them jointly and severally; and

(e) the expressions:

(1) "comply with" includes observe and perform;

(2) "permit" includes allow, permit or cause including by way of omission;

(3) "including" and similar expressions are not words of limitation; and

(4) "termination of this Licence" includes the expiry of the Term.

which supports the need to use potable water.

(c) for any other reason whatsoever, as determined in the Corporation's sole and absolute discretion.

2. The Corporation may from time to time designate areas within the Perth Area where

### **ADVICE TO APPLICANTS**

1. The Corporation will not issue a Licence:

(a) where an alternative water source is, in the Corporation's sole opinion, available or viable and suited to the intended purpose (in general, the Corporation considers that a water source within a 5 kilometre radius of the Intended Location is such a source);

(b) where the Water from the Standpipe is proposed to be used for dust suppression unless the Applicant provides to the Corporation's satisfaction:

(1) written advice confirming that the applicant has checked the Department of Water website and there are no viable alternative water sources available; or

(2) written advice from the Department of Water or other responsible department that it has refused to grant to the Applicant a licence under section 5C of the *Rights in Water and Irrigation Act 1914(WA)*; or

(3) written advice that the alternative water source is not suitable for the intended purpose

standpipes may not be used. The Corporation will not issue a Licence where the proposed Site is in such an area.

3. Standpipes used in the outer parts of the Perth Area, and on small mains (e.g. in cul-de-sacs), may create supply problems for the Licensee and/or for other customers. The responsibility is with the Licensee, and hydrants on larger mains should be used wherever possible. For suitable locations please telephone 13 13 75 Faults, Emergencies and Security 24-hour service.

4. The Corporation may refuse an Application for any reason it considers appropriate, including where the Applicant has failed or is failing to comply with the provisions of any other standpipe licence that the Corporation has previously issued to the Applicant or to pay any Money Payable.

5. If the Applicant is successful, before the Corporation will deliver the Licence to the Applicant, the Applicant must pay to the Corporation the Bond, the Application Fee and one month's Hire Fee. If the Corporation issues a Licence to the Applicant, the Licence provisions set out below will apply to that Bond.

6. If a standpipe is hired, it is the Licensee's responsibility to take meter readings and submit those readings by the 15<sup>th</sup> day of every Monthly Period and promptly provide complete and accurate details of those to the Corporation.

### **LICENCE PROVISIONS FOR USE OF AND DRAWING WATER FROM STANDPIPE (LICENCE PROVISIONS)**

If the Corporation issues the Licence to the Applicant, the Corporation agrees to hire to and permit the Licensee to use the Standpipe and to use its reasonable endeavours to supply water to the Licensee through the Standpipe and the Licensee agrees to take on hire from the Corporation the Standpipe and the Water on the provisions set out in the Application and these Licence Conditions.

#### **1.1 Conditions Precedent**

- (a) This agreement is conditional upon:
- (1) the Corporation obtaining all Authorisations necessary for it to enter into this agreement and to supply Water in accordance with the provisions of this agreement;

- (2) the Licensee producing a certificate of currency of insurance for the insurance referred to in clause 6.2; and
- (3) the Licensee providing the Corporation with the Bond in accordance with clause 2 and the Application Fee and one month's Hire Fee.

(b) If any of the conditions specified in clause 1.1(a) are not satisfied or waived by notice in writing from the Corporation then the Corporation may terminate this Agreement after the expiry of six months after the Commencement Date.

#### **1.2 Term**

The Term will commence on the Commencement Date and, subject to any lawful early termination, will terminate on the:

- (a) Termination Date; or
- (b) day on which Standpipe is returned to the Corporation in the Return Condition, whichever is the later.

### **2 Bond**

(a) The Licensee must provide to the Corporation the Bond in a form as the Corporation may require as security for the due and proper performance by the Licensee of the Licensee's Obligations and the Corporation may have recourse to the Bond at any time where the Licensee fails to comply with any of the Licensee's Obligations.

(b) Subject to the Licensee having at all times duly and punctually complied with the Licensee's Obligations, the Corporation will repay the Bond to the Licensee when the Term expires.

#### **3.1 What the Licensee must do**

The Licensee must:

- (a) only use the Standpipe and the Water for the Permitted Purpose, and must not use, or permit anyone else to use, the Standpipe or the Water for any other purpose;
- (b) only use the Standpipe at the Site, and must not:
  - (1) remove, or permit anyone else to remove, the Standpipe from the Site except in accordance with the Permitted Purpose; or
  - (2) use or permit anyone else to use the Standpipe at any other site or to be interconnected or cross connected in any manner, whether directly or indirectly, with any other source of water;
- (c) duly and punctually comply with any direction (written or oral) that the Corporation may give regarding the use of the Standpipe (including anything that the Licensee may connect or affix to the Standpipe) or the Water (including any wastage) or in respect of the

Licensee's compliance with the Licensee's Obligations;

(d) keep and maintain the Standpipe and all things connected or affixed to the Standpipe (including any hoses), whether directly or indirectly, in good working repair and condition and clean to the Corporation's satisfaction;

(e) at its own cost, install, operate and maintain all delivery systems, (including backflow prevention devices approved by the Corporation), at the Standpipe in accordance with the standards prescribed by the Corporation;

(f) when filling tanks or other vessels ensure that an appropriate and prudent air gap is maintained at all times;

(g) ensure that, when the Licensee is taking Water through the Standpipe, a Reasonable Adult is present at the Standpipe unless the Corporation permits otherwise in writing and that that Reasonable Adult:

- (1) has the Licence, or a complete copy of it; and
- (2) presents the Licence or that copy to the Corporation, or any person authorised by the Corporation, on demand;

(h) duly and punctually comply with all Legislative Requirements relating to, or in any way connected with or affecting, the use of the Standpipe or the Water;

- (i) if the Licensee alleges that the Standpipe has been stolen, the Licensee must, as soon as reasonably practicable, file a Police Report and provide a copy of that report to the Corporation and any other information that the Corporation requests; and
- (j) comply with the manufacturer's instructions for safe use and operation of the Standpipe.

indirectly, to the suction of any water pump or similar device;

(e) alter, tamper or interfere with the Standpipe, including any backflow prevention devices required by the Corporation, or its proper operation;

(f) lose or damage the Standpipe, or Water Services Works of the Corporation or leak or waste any Water and the Licensee must as soon as practicable:

- (1) notify the Corporation, by telephone, on becoming aware of any loss, damage; leakage, or wastage including full details thereof; and
- (2) take all those steps, at the Licensee's cost and expense, as the Corporation may require to remedy any loss, damage; leakage, or wastage to the Corporation's satisfaction; and/or
- (3) as soon as practicable, notify the Corporation, by telephone, on becoming aware of any loss, damage; leakage, or wastage including full details thereof and return the Standpipe to the Corporation's depot from which it was issued or as the Corporation may otherwise direct; and
- (4) if the Corporation elects to take or cause to be taken any steps to remedy itself, or cause to be remedied (which it need not do),

### 3.2 What the Licensee must not do

The Licensee must not, and must not permit anyone else to:

(a) except if expressly permitted by this Licence, use any Water to fill any water storage vessels (including any swimming pools and vehicles);

(b) take Water from a hydrant in order to supply a site which has an alternate water source;

(c) connect the Standpipe, directly or indirectly, with, or permit any Water to flow into, any tank or other vessel that contains, has contained, or will contain any material that is or is likely to be, toxic, chemical, or otherwise injurious to humans, animals, or plants or the Environment;

(d) connect the Standpipe, directly or

that loss, damage; leakage, or wastage, pay to the Corporation all Losses that the Corporation suffers or incurs in remedying, or causing to be remedied, that loss, damage; leakage, or wastage;

(g) alter, tamper or interfere with, or damage any meter or any seal fixed on a meter and, if the Licensee becomes aware that any meter has been altered, tampered or interfered with, or is not registering or is registering incorrectly the volume of Water flowing through the Standpipe, the Licensee must:

- (1) immediately cease using the Standpipe and cease taking, and not permit to be taken, any further Water; and
- (2) as soon as practicable, notify the Corporation, by telephone, on becoming aware of any loss, damage; leakage, or wastage including full details thereof and return the Standpipe to the Corporation's depot from which it was issued or as the Corporation may otherwise direct.

### **3.3 Licences for Perth Region**

Where the Corporation issues the Licence for the Perth Region:

- (a) the Corporation may, from time to time, designate areas within the Perth Region in which standpipes may not be used; and
- (b) the Licensee must not use, or permit to be used, the Standpipe in an area designated under clause 3.3(a).

### **3.4 Legislative Requirements on Licensee**

The Licensee acknowledges and agrees that:

- (a) in addition to the Licence Provisions, it must comply with all Legislative Requirements as to the use of the Standpipe and the Water; and
- (b) if it damages any of the Water Services Works of the Corporation, including the Standpipe or any hydrant or main, or flushes or draws off any water contrary to the provisions of the Licence, it commits an offence and may be liable to a penalty of up to:
  - (1) for an individual - \$15,000.00; or
  - (2) for a body corporate - \$30,000.00,in addition to any Powers that the Corporation may have.

### **4.1 Meter reading**

The Licensee must take meter readings at the conclusion of any Monthly Period and by the 15<sup>th</sup> day of every Monthly Period provide to the

Corporation complete and accurate details of those readings in those forms and to those addresses as the Corporation may from time to time direct.

(a) If any meter is found to be out of order or reading incorrectly the Corporation may determine the quantity of Water supplied:

- (1) by taking an average of the quantity actually taken by the Licensee through the Standpipe during a comparable period;
- (2) (where a meter test has shown that the meter is not registering the correct consumption) by adjusting the consumption for the period in accordance with the degree of error found;
- (3) based on historical usage by the Licensee; or
- (4) on usual industry usage as the Corporation determines, acting reasonably,

and moreover, any quantity so determined by the Corporation will be conclusively deemed to have been taken by the Licensee.

(b) If the Licensee does not provide a meter reading for a Monthly Period in accordance with clause 4.1(a), the Corporation may estimate the quantity of Water used by the Licensee for that period using the methods set out in clause 4.1(b) and the Corporation will choose which method in its sole and absolute discretion.

(c) The Corporation may take meter readings commencing on the Commencement Date and at other periodic intervals as the Corporation may determine from time to time to assess the quantity of Water supplied to the Licensee at the Meter.

### **4.2 Monthly charges and invoicing**

On the 16th day of each Monthly Period or as soon as reasonably practicable thereafter, the Corporation will:

- (a) calculate the amount payable by the Licensee for Water the Licensee takes or is deemed to have taken during that Monthly Period by taking the volume of that Water in accordance with the meter readings referred to in clause 4.1 and multiplying it by the Water Charges; and
- (b) invoice the Licensee for the amount referred to in clause 4.2(a) and any Standpipe Hire Charges for that Monthly Period.

### **4.3 Payment of Monthly charges**

(a) The Licensee must, within 14 days of the date of the invoice referred to in clause 4.2(b), pay the total amount set out in the invoice in accordance with clause 7.5 in such other manner as the Corporation may require.

#### 4.4 Corporation's inspection rights

(a) The Licensee grants the Corporation the right, and must use its best endeavours to ensure that others grant the Corporation the right, to enter the Site, with its employees, agents, workmen and experts and with any materials, to:

- (1) inspect and take readings from any meter;
- (2) examine the state of repair of the Standpipe including the meter (for which purpose the Corporation or its employees, agents or experts may carry out any tests on that item that seem necessary to them);
- (3) monitor or inspect the Licensee's compliance with the Licensee's Obligations;
- (4) carry out any requirement that the Licensee has failed to carry out at the Licensee's expense; or
- (5) for any other purpose that the Corporation may reasonably require.

(b) Except when an Event of Default is subsisting or in the case of an emergency (in which case no notice is required), the Corporation must use its reasonable endeavours to exercise its right to enter the Site under clause 4.4(a)(1) at reasonable times and on reasonable notice.

#### 5.1 Asset Identification Number

The Licence is in respect of the Standpipe identified by the asset number on the Licence only and the Licensee must not transfer or permit to be transferred the Licence to any other person.

#### 5.2 Licensee may not Deal with Licence or Standpipe

Without the Corporation's prior written consent, the Licensee may not Deal with:

- (a) this Licence or the Standpipe;
- (b) the Licensee's interest under this Licence or in respect of the Standpipe; or
- (c) the right to or obligation to make any money or payment under this Licence.

### 6 Indemnity and Insurances

#### 6.1 Indemnity

The Licensee must indemnify the Corporation and each of the Corporation's officers, employees, agents and contractors from and against any Loss they or any of them may suffer or incur, and any Claim made by any person against them or any of them, of any nature

whatsoever and howsoever, arising out of, related to or connected with any failure by the Licensee to duly and punctually comply with any of the Licensee's Obligations, except to, and strictly limited to, the extent that any such Loss or Claim is caused by negligence on the part of the Corporation that is established.

#### 6.2 Insurance

(a) The Licensee agrees to effect and maintain, throughout the term of this agreement, current public liability insurance in respect of:

- (i) injury or illness to or death of any person; and/or
- (ii) physical loss, damage or destruction to any property (including that of the Corporation),

which will provide cover in respect of each and every occurrence to an amount of not less than \$20 million, in respect of all losses occurring during each period of insurance;

(b) Copies of the insurance certificate of currency are to be provided by the Licensee upon the Corporation's request.

### 7 Default

#### 7.1 Events of Default

It is an Event of Default if, whether or not it is within the Licensee's control:

- (a) the Licensee fails to pay any Money Payable by 11:59pm Perth time on its due date;
- (b) the Licensee fails to duly and punctually comply with any other of the Licensee's Obligations;
- (c) any step is taken (including, an application or order made, proceedings commenced, a resolution passed or proposed in a notice of meeting) in respect of the Licensee for bankruptcy, winding up or administration;
- (d) the Licensee enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, the Licensee's creditors or any class of them;
- (e) a judgement in an amount exceeding \$50,000.00 is obtained against the Licensee and is not set aside or satisfied within 7 days; or
- (f) any warranty, representation or statement made by the Licensee to the Corporation in any way connected with this Licence, including when applying for it, is or becomes false misleading or incorrect

when made or deemed to be made by the Licensee.

## **7.2 Consequences of an Event of Default**

(a) If an Event of Default occurs, the Corporation may at any time, without needing to give to the Licensee any notice, do all or any of the following:

- (1) require immediate payment of Money Payable;
  - (2) take action, either at law or in equity, to enforce performance of this Licence;
  - (3) terminate the Licence and recover possession of the Standpipe;
  - (4) suspend the use by the Licensee of, and recover possession of, the Standpipe, either temporarily or permanently;
  - (5) limit, interrupt, suspend, reduce, cut off or terminate the supply of Water to the Licensee.
- (b) The Corporation will not be liable for any Loss suffered by the Licensee, nor will the Licensee have any Claim against the Corporation, in respect of any exercise or purported exercise of its Powers under this clause 7.2.

## **7.3 Payment on termination**

If the Corporation terminates this Licence under clause 7.2 or the Licensee repudiates this Licence, the Licensee must pay to the Corporation on demand the total of:

- (a) any Money Payable at the date of termination or repudiation;
- (b) the costs of any repairs or replacements to the Standpipe required by the Corporation to ensure that it is in the Return Condition;
- (c) all Losses that the Corporation suffers or incurs recovering possession of the Standpipe and ceasing to supply the Water and in repairing any other things, including any fire hydrants;
- (d) the costs, including legal costs, incurred by the Corporation in recovering the Moneys Payable;
- (e) interest on those amounts referred to in clauses 7.4(a) to 7.4(d) inclusive calculated in accordance with clause 7.5; and
- (e) any Taxes payable in respect of or relating to any of the amounts referred to in clauses 7.4(a) to 7.4(c) inclusive.

## **7.4 Interest payable by Licensee**

- (a) Without prejudice to the Corporation's other Powers, if the Licensee fails to pay any Money Payable on the due date for payment, the Licensee will pay interest to the Corporation on that amount at the Interest Rate.
- (b) Any interest payable by the Licensee to the Corporation under clause 7.4(a) will accrue

daily, and will be calculated from the due date of payment until the date of payment in full.

(c) The Licensee must pay any interest payable by the Licensee to the Corporation under this clause 7.4 to the Corporation at that address as the Corporation may from time to time direct.

## **7.5 Money Payable**

The Licensee must, within 14 days of the date of the invoice, or if there is no invoice from the date of any demand by the Corporation, pay to the Corporation all or any Money Payable in full, without any discount, abatement, set off, counterclaim, or deduction of any kind.

## **8 Return of Standpipe**

The Licensee must:

- (a) if the Corporation requests it, within 5 days of that request; and
- (b) on termination of this Licence for any reason, deliver the Standpipe to the Corporation in the Return Condition at that address as the Corporation may direct.

## **9 Warranties**

### **9.1 No other representations or warranties by Corporation**

So far as permitted by law, except for:

- (a) the express terms and warranties set out in this Licence; and
  - (b) those implied terms or warranties that are imposed by law that are mandatory and cannot be excluded,
- the Corporation gives no warranties regarding the Standpipe, or any other goods or services supplied or to be supplied by it, whether relating to defects in quality or characteristics, or otherwise, and all other conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by act of Parliament, at common law, or otherwise howsoever, are expressly excluded.

### **9.2 Recipient's skill and judgment**

The Licensee warrants to and agrees with the Corporation that, when entering into this Licence it relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Corporation (including by the Corporation's officers, employees, or agents or any other person acting on the Corporation's behalf):

- (a) the terms, warranties and representations expressly contained in this agreement;
- (b) the skill and judgment of the Licensee, its consultants and representatives; and



(c) opinions and advice obtained by the Licensee independently of the Corporation, or of the Corporation's officers, employees, or agents or any other persons acting on the Corporation's behalf.

### **9.3 Independent warranties**

Each warranty in this clause is independent and is not limited by reference to any other warranty in the relevant clause.

## **10 General**

### **10.1 Assignment**

The Licensee will not, without the Corporation's prior written consent, assign, mortgage, charge or encumber this Licence or any part of it or any right, benefit, moneys or interest under it. The consent the Corporation may not unreasonably withhold, but the Corporation may give that consent on any terms and conditions the Corporation reasonably requires.

### **10.2 Severance**

If any term or part of this Licence is or becomes for any reason invalid or unenforceable at law, then in that event that term or part of this Licence will be deemed to be severed from this Licence without thereby affecting the remainder of this Agreement and the remainder of this Licence will continue to be valid and enforceable in all things.

### **10.3 Entire agreement**

This Licence supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

### **10.4 Limitation of liability**

Neither party will be liable to the other for any loss of business, loss of opportunity, loss of profit, loss of any contract or for any indirect or consequential loss or damage whether arising out of the breach of this Licence or otherwise, including without limitation, negligence.

### **10.5 Service of notices**

(a) Every notice must be in legible writing and in English addressed as shown below:

(1) if to the Corporation, it's website: <https://www.watercorporation.com.au/about-us/contact-us>

(2) if to the Licensee, to the Licensee's address and email address specified on the Licence.

(b) Every notice must be signed by a person authorised by the sender.

### **10.6 Governing Law**

(a) This Licence shall be governed by and construed in accordance with the laws of the State of Western Australia.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia, and of any courts that have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

### **10.7 Modifications or Amendment**

A purported modification, variation or amendment of this Agreement shall not have any force or effect unless it is in writing and executed by the parties.

### **10.8 Waiver**

Waiver of any breach, or provision of, or any default under, this Licence must be in writing and signed by the Party granting the waiver.

### **10.9 Survival of Certain Clauses**

(a) Clause 6 (Indemnity and Insurance), clause 9 (Warranties), clause 10.4 (Limitation of Liability) and clause 10.6 (Governing Law) survive the termination or expiry of this Agreement.

(b) Clause 10.9 does not limit survival of other clauses which by their nature survive or which are otherwise specified to survive.

### **10.10 Further Assurances**

Each Party must do all things and execute all further documents necessary to give full effect to this Licence.

### **10.11 Costs**

Each party will bear their own costs in respect of the negotiation and preparation of this Licence.

## **11. Acceptance of agreement**

The Licensee agrees that submission of the Hydrant Standpipe Licence application is evidence of the Licensee's acceptance of, and agreement to, the terms and conditions of this Hydrant Standpipe Licence Agreement.