



## Portable Water Station and Chiller Box

### TERMS AND CONDITIONS

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**Mackay Regional Council** (“Council”) authorises the community group to use the Portable Water Station and Chiller Box (“the Equipment”) subject to the following terms and conditions.

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The community group agrees to the following terms and conditions:-

1. The Application for portable water station and chiller box (“Application Form”) must be made to Council at least three (3) weeks before the date of the event.
2. All sections of the Application Form must be completed before it can be assessed.
3. The Equipment must only be used for their specific purpose.
4. The portable water station must only be connected to a potable (drinking) water tap.
5. The hoses connected to the portable water station must be secured and covered at the event to avoid any trip hazards.
6. The portable water station must be wiped down and returned to council in the condition it was provided to the community group.
7. If any damage occurs to the Equipment, the community group will be responsible for the damages, including replacement costs.
8. The community group must pick up and return the Equipment to Council’s Jubilee Community Centre, located at 73 Gordon Street, Mackay, behind Council’s Administration Building on the agreed date and time.
9. Council does not accept any responsibility for damages caused by the Equipment at the event.
10. The community group releases to the fullest extent Council from all claims resulting from any accident, damage, loss, injury or death caused by or arising in any manner whatsoever or related to or in connection with directly or indirectly to the community group’s use of the Equipment, except to the extent caused directly or indirectly by the negligent act or omission of Council.
11. The community group indemnifies, and agrees to keep indemnified, Council, its agents and employees from and against all losses, damages, costs and expenses which the Council sustains or incurs in respect of any loss or damage to property or death or injury which is caused or to the extent contributed to by the community group using the Equipment, except to the extent that such loss, damage, death or injury is caused or contributed to by the act or omission of the Council, its agents or employees.
12. The community group acknowledges and accepts that it has no right of exclusive possession of the Equipment and Council may exercise all rights associated with ownership of the Equipment.
13. If Council decides in its sole discretion not to provide the Equipment, the community group acknowledges and accepts that it is not entitled to make any claim for compensation of any nature whatsoever as a result.