

CONSENT TO DISCHARGE COMMERCIAL TRADE WASTE

This Consent will be taken to be a trade waste agreement for the purposes of the Act.

Schedule

Contract Term:

Customer's Name:

Trade Waste Property:

Trade Waste Number:

Reference No:

Contact Details

Telephone:
Facsimile:

Manager Trade Waste
South East Water Corporation
101 Wells Street
FRANKSTON VIC 3199

Telephone: 9552 3662

Treatment Apparatus:

The Customer must **install and/or maintain** the following apparatus:

Apparatus Description	Type of Installation	Size (litres)	Pump Out Interval	Installation Date
Food and Oil Interceptor [FOI-1]+	New	###	# Months	Prior to Discharge

South East Water may at any time direct you to upgrade, retrofit, or replace any apparatus where in South East Water's opinion:

- (i) the treatment apparatus does not meet accepted standard sizing guidelines and criteria
- (ii) discharge compliance cannot be demonstrated in a sustainable and regular manner; or
- (iii) changes occur in the constituents, volume and/or frequency of discharge to the sewer

South East Water agrees to accept trade waste discharge from the Property to sewer subject to the requirements contained in the Schedule and the following conditions:

1. Type of Discharge

- 1.1 "Greasy Waste" means any washwaters consisting solely or partly of food, which results from any activities such as food preparation and utensil and small container washing connected with the preparation of food for consumption, on premises other

than private residential premises, being waste which has been approved for disposal by South East Water to the Boneo Treatment Plant.

- 1.2 The Customer shall notify South East Water immediately:
 - (a) where it is proposed that the quality or quantity of the greasy waste discharged to the sewer is to change; or
 - (b) where the details of the way in which the business is operated at the Property changes from the description contained in the Application Form.

2. Discharge Apparatus

- 2.1 The Customer must install and/or maintain treatment apparatuses are pumped out by an EPA licensed Contractor in accordance with the specified pump out interval(s) in accordance with the table above.
- 2.2 The Customer shall ensure copies of the relevant documentation regarding the pump out of the treatment apparatuses are sent to South East Water within 24 hours of the pump out.
- 2.3 South East Water may, at any time, direct the Customer to upgrade, retrofit, or replace existing treatment apparatus where in South East Water's opinion:
 - (i) the treatment apparatus does not meet accepted standard sizing guidelines and criteria;
 - (ii) discharge compliance cannot be demonstrated in a sustainable and regular manner; or
 - (iii) changes occur in the constituents, volume and/or frequency of discharge to the sewer.
- 2.4 South East Water does not give any warranty or accept any liability in respect of the performance of any treatment apparatus or in respect of the ability of the treatment apparatus to ensure compliance with this Consent.
- 2.5 **All Kitchen fixtures must be connected to the treatment apparatus, including the bin wash areas and cleaner's sinks.**
- 2.6 In the event of a build up of grease and fat in the sewer servicing your premises that South East Water considers to potentially pose a risk to the operation of that sewer or in the event of a sewer blockage caused by grease and fat, South East Water will undertake an assessment of your kitchen and the treatment apparatus servicing your kitchen.

3. Inspection and Monitoring

- 3.1 The Customer shall allow South East Water access to the property at times when South East Water reasonably believes the Property is operating for the purposes of monitoring the quality and quantity of greasy waste discharge to sewer.
- 3.2 South East Water may sample the greasy waste from any place on the property, and test for any physical or chemical parameters.

4. Charges

- 4.1 The Customer must pay South East Water such charges for trade waste services from time to time determined by South East Water under the provisions of the Act, plus GST (if any) as specified in an invoice duly given by South East Water, by the date there set out. South East Water's Trade Waste Charges are available on the website www.southeastwater.com.au.

- 4.2 In addition to the Trade Waste Charge additional costs will apply if a Trade Waste Officer is required to visit your business to enforce an overdue pump.

5. Ceasing Discharge

- 5.1 Upon receiving notice from South East Water of an incident involving the sewerage system which is affected by the Customer's discharge of greasy waste, the Customer will cease discharging greasy waste until notified by South East Water that the incident has passed. An incident will include but is not limited to where South East Water reasonably considers that:
- (i) the Customer is in breach of any of its obligations under this Consent; or
 - (ii) continuing to discharge greasy waste to the sewer is, or may be, likely to endanger human life, compromise the health and safety of a person or of the sewerage system or adversely affect the operation of a sewerage treatment plant or any part of the environment.
- 5.2 In the event of the Customer discharging greasy waste during an incident where the Customer has been notified to cease discharging greasy waste, the Customer warrants to notify South East Water immediately.
- 5.3 Whenever South East Water gives notice to the Customer in circumstances referred to in clause 5.1, South East Water may:
- (i) require the Customer, or the owner of any property in relation to which the incident occurs, to take any action specified in the notice, within the time specified in the notice, to remedy the contravention; and /or
 - (ii) pursuant to such notice, make any amendment to this Consent which South East Water considers necessary to prevent those circumstances recurring or similar circumstances arising, and this Consent is amended accordingly.

6. Indemnity

- 6.1 The Customer agrees to indemnify and keep indemnified South East Water against all claims, liabilities, judgements, lawsuits, damages, expenses and other direct costs of whatever nature that are incurred by South East Water as a result of the Customer's failure to perform its obligations under this Consent or the result from any breach of any representation or warranty of this Consent or negligence or criminal conduct of the Customer or of its officers, employees or agents.

7. Change of Occupier

- 7.1 To avoid ongoing financial and other liabilities, the Customer must notify South East Water 30 days prior to vacating the Property. At this time, if there is a new incoming Customer, their contact particulars must be forwarded to South East Water. This Consent cannot be assigned and will terminate upon the Customer vacating the Property. The new incoming Customer must contact South East Water to apply for a new Consent to Discharge Commercial Trade Waste.

8. Breach

- 8.1 If South East Water considers that the Customer is in breach of any of its obligations under this Consent, it may, without prejudice to its rights under section 151 of the Water Act 1989 (as set out in clause 8.2 below), provide one or more notices to the Customer which require the Customer to rectify the breach within the period of time set out in the notice
- 8.2 Section 151(1) of the Water Act 1989 empowers South East Water to give written notice to the Customer if the Customer contravenes:

- (i) the Water Act 1989, the regulations or South East Water's by-laws;
- (ii) a requirement made by South East Water under the Water Act 1989;
- (iii) a condition of a licence issued under the Water Act 1989; or
- (iv) a prescription of an approved management plan for a water supply protection area,

requiring the Customer, or the owner of any property in relation to which the contravention occurs, to take any action specified in the notice, within the time specified in the notice, to remedy the contravention

8.3 Section 151(2) of the Water Act 1989 requires the Customer to comply with the notice, by the date specified in the notice, or any longer time allowed by South East Water.

8.4 Section 151(3) provides that if the notice is not complied with within the time specified or any longer time allowed South East Water may;

- (i) carry out works and take any other action it decides is necessary to remedy the contravention, and recover costs,
- (ii) remove or disconnect any service to the property in relation to which the contravention occurs, and recover costs, and
- (iii) apply to a court for an injunction restraining the person on whom the notice was served from contravening the notice.

9. Termination

9.1 This Consent terminates:

- (i) upon notice by South East Water, in the circumstances where sub-clause 8.4 applies;
- (ii) upon the expiration of 30 days' written notice given by South East Water;
- (i) upon the expiration of 30 days' notice given by the Customer;
- (ii) if the parties so agree in writing;
- (iii) in the circumstances where a notice given to the Customer under sub-clause 5.3(i) is not complied with within the time specified or any longer time allowed; or
- (iv) upon the expiration of the term set out in this Consent.

9.2 Upon termination, the Customer must.

- (i) cease discharging greasy waste to a sewer;
- (ii) disconnect any equipment used to discharge greasy waste to a sewer; and
- (iii) rectify any damage caused to a sewer because of the disconnection

10. Notices

10.1 A Notice or other communication in connection with this Consent:

- (i) must be in writing; and
- (ii) must be delivered by
 - (a) leaving it at the address of party to which it is directed;
 - (b) sending by pre-paid ordinary post to the address of the party to which it is directed; or;
 - (c) sending by facsimile to the facsimile number of the party of which it is directed and which is specified in this clause or as directed in writing.

10.2 A Notice or other communication takes effect from the time it is received unless a later

time is specified in it. A letter or facsimile is taken to be received.

- (i) in the case of a posted letter, three days after posting; or
- (ii) in the case of a facsimile on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

11. General

- 11.1 The Consent constitutes the entire Consent between the parties. Any previous Agreements, understandings and negotiations on the subject matter of this Consent shall have no effect.
- 11.2 Any failure, delay or indulgence on the part of South East Water in exercising any power or right under this Consent does not waive that power or right nor does any single exercise of power or right preclude any other or future exercise of that power or right. A power or right may only be waived by South East Water in writing.
- 11.3 Nothing in this Consent detracts in any way from any power conferred on South East Water by law.
- 11.4 South East Water's complaint resolution process is available on the website www.southeastwater.com.au.
- 11.5 A reference in this Consent to "the Act" means the Water Act 1989 (Vic).

13. Privacy

- 13.1 In giving effect to this Consent, the parties acknowledge that South East Water will collect and retain personal information relating to the Occupier.
- 13.2 In carrying out our statutory functions of planning for, providing, managing and operating water supply and sewerage systems, including water and biosolid recycling programs, we may share information with our officers and contractors, with Melbourne Water, other bodies exercising powers under the Water Act 1989, the Water (Trade Waste) Regulations 2014, the Environment Protection Act 1970, the Local Government Act 1989 and other government agencies.
- 13.3 We will ask for your permission prior to sharing information which may identify you or your business with any person other than those mentioned above.
- 13.4 For a copy of South East Water's privacy charter which describes in more detail how personal information may be used, or details on how to access your personal information, please visit southeastwater.com.au/privacy or contact 131 694.

14. Execution

- 14.1 Executed by South East Water Corporation by way of consent to the terms and conditions of this Consent dated 13 June 2019.

Signature of Authorised Person

EXECUTED on behalf of)
SOUTH EAST WATER CORPORATION)
ABN 89 066 902 547)
by its duly authorised officer)