

# Trade Waste Consent for "Deemed" Trade Waste Customers Form

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## CONDITIONS

### INTRODUCTION

South Gippsland Water has a number of non-residential customers who discharge to the sewerage system and would come under the definition of "trade waste", but are considered too small for South Gippsland Water to require a trade waste agreement, and do not warrant the additional level of administration and monitoring that comes with this. Clause 4.4 of the Essential Services Commission's Trade Waste Customer Service Code makes provision for dischargers of trade waste of a similar nature to domestic sewage, at South Gippsland Water's discretion, to have their agreement arise automatically through customer conduct. These types of customers are classified as "Deemed" trade waste customers.

"Deemed" trade waste customers are those customers that discharge small quantities of trade waste to South Gippsland Water's sewer which is of a similar nature to domestic sewage, as follows:

- Volume less than 1kL/day;
- Quality to comply with South Gippsland Water's *Trade Waste Statement of Approved Acceptance Criteria*.

Businesses that South Gippsland Water would consider to fall into this category include, but are not limited to:

- Small food businesses;
- Sporting facilities (without catering facilities);
- Doctors surgery / clinic;
- Opticians;
- Florists;
- Funeral Parlour;
- Tattoo / piercing establishments;
- Beauticians.

This standard consent relates to "Deemed" trade waste customers only.

### SOUTH GIPPSLAND WATER CONTACT DETAILS

Trade Waste Officer  
South Gippsland Water  
14-18 Pioneer Street  
(PO Box 102)  
Foster Vic 3960

Ph: 5682 0444  
Fax: 5682 1199

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## STANDARD CONDITIONS

### 1 DEFINITIONS

- 1.1 "Acceptance Criteria" means the acceptance criteria for trade waste adopted by the Corporation from time to time and (as required) approved by the ESC.
- 1.2 "Act" means the Water Act 1989 (Vic).
- 1.3 "Charges" means the fees imposed by the Corporation in relation to Trade Waste discharge or potential discharge into the Corporation system in accordance with the Act and the Price Determination as amended from time to time.
- 1.4 "Charter" means the Corporation's "Trade Waste Customer Service Charter" as amended or superseded from time to time.
- 1.5 "Conditions" means these conditions applying to this Consent agreement.
- 1.6 "Consent" means this Trade Waste Consent.
- 1.7 "Corporation" means South Gippsland Water Corporation its successors and Assigns.
- 1.8 "Corporation system" means all the sewers and drains and works vested in or under the control and management of the Corporation or otherwise utilised by or on behalf of the Corporation for the collection, discharge, transport, storage, treatment re-use or disposal of the Trade Waste.
- 1.9 "Discharge Point" Means the point at which wastewater and trade waste is discharged to the sewer main.
- 1.10 "ESC" means the Essential Services Commission, Victoria.
- 1.11 "Occupier" means the occupier of the Premises.
- 1.12 "Premises" means the Premises discharging the Trade Waste.
- 1.13 "Price Determination" means the Price Determination issued by the ESC applying to the Corporation from time to time.
- 1.14 "Trade Waste" means the trade waste discharged from the Premises.
- 1.15 "Trade Waste Policy" means any Trade Waste Policy adopted from time to time by the Corporation.
- 1.16 "Trade Waste Procedure" means any Trade Waste Procedure adopted from time to time by or on behalf of the Corporation.

### 2 CONSENT

- 2.1 This Consent operates:
  - (a) as an agreement by and with the Corporation pursuant to the Act to accept the Trade Waste discharge from the Premises;
  - (b) subject to the terms and conditions set out contained in this Consent.
- 2.2 This Consent operates until:
  - (a) the Corporation advises an application for a Trade Waste agreement is required;
  - (b) terminated by either party on 30 days' written notice.

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- 2.3 This Consent is made up of and includes these Conditions and requirements of the Trade Waste Management Procedure as applicable.
- 2.4 The Occupier must not discharge the Trade Waste into the Corporation system otherwise than in accordance with this Consent and the Act.
- 2.5 By discharging the Trade Waste into the Corporation system in reliance on this Consent the Occupier agrees to the terms of this Consent agreement.

### 3 TRADE WASTE POLICY AND PROCEDURE

The Trade Waste Policy and Trade Waste Procedure, as at the date of this Consent, is incorporated in and forms part of, this Consent, on the following basis:

- 3.1 any right, power, duty, obligation or requirement expressed in that Trade Waste Procedure to apply to:
  - (a) a customer or occupier, applies to the Occupier;
  - (b) SGW or the corporation, applies to the Corporation,under this Consent agreement.
- 3.2 the Trade Waste Policy or Trade Waste Procedure may be varied from time to time by the Corporation (or its authorised delegate) in which case any such modified versions, from the date of its adoption, is substituted for the immediately preceding version, to form part of this Consent agreement.
- 3.3 any breach or failure to comply with the Trade Waste Policy or Trade Waste Procedure will constitute a breach of this Consent agreement.

### 4 DISCHARGE ACCEPTANCE CRITERIA

Any discharge from the Premises must meet or comply with the Acceptance Criteria and discharge of any Trade Waste from the Premises that does not comply with these requirements is a breach of this Consent and the *Act*.

### 5 ACCESS AND TESTING

- 5.1 The Occupier must allow the Corporation access to the Premises at all times for the purposes of monitoring the quality and quantity of the Trade Waste being discharged to the Corporation system.
- 5.2 The Corporation may sample any waste from any place on the Premises and test for any physical or chemical parameters of that waste to ensure compliance with this Consent and the Act.

### 6 CHARGES

- 6.1 The Occupier must pay the Corporation the Charges as directed by the Corporation from time to time.
- 6.2 The Corporation may from time to time vary the makeup and amount of the Charges in accordance with the Act or the Price Determination.
- 6.3 The Corporation will notify the Occupier of any variation to the Charges on or with the first bill after the decision to vary the Charges has been made.

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### 7 CEASING DISCHARGE

7.1 If the Corporation is no longer able to receive the Trade Waste from the Premises (either temporarily or permanently) due to reasons beyond the Corporation's control, including:

- (a) accident; or
- (b) strike; or
- (c) civil commotion; or
- (d) natural disaster; or
- (e) an overloading of the Corporation's System which receives the Trade Waste; or
- (f) the Corporation receiving from the EPA or such other statutory body an order which varies or effectively prohibits the basis upon which the Corporation can receive the Trade Waste; or
- (g) any other incident beyond the Corporation's control;

the Corporation will no longer be obliged to receive the Trade Waste from the Premises and the Occupier can make no claim against the Corporation.

7.2 The Corporation may require the Occupier to stop discharging Trade Waste into the Corporation's System either immediately (in an emergency, where written notice is not required) or by written notice from a particular time and date specified in the notice if:

- (a) the Corporation is of the view that discharge of Trade Waste from the Premises may be causing adverse effects to persons, the environment generally or the operation of any part of the Corporation's System; or
- (b) the Corporation requires a temporary shutdown in order to carry out maintenance, upgrading or repairs to the Corporation's System; or
- (c) the Corporation requires the Occupier to carry out repairs, maintenance or upgrading of works within the Premises relating to the discharge of Trade Waste; or
- (d) the Occupier is in breach of this Consent (including breach relating to the required volume, rate, type and characteristics of the Trade Waste).

### 8 RELEASE/INDEMNITY

8.1 The Occupier agrees that it will make no claim, bring any proceeding, make any demand, or otherwise seek any damages, loss, costs or expense of any kind whatsoever suffered by the Occupier (either directly or indirectly) arising as a result of:

- (a) discharging the Trade Waste;
- (b) the Corporation requiring the Occupier to stop discharging Trade Waste under the terms of this Consent;

8.2 The Occupier indemnifies (and will keep indemnified) the Corporation against any claim, order, damage, loss, penalty, cost, legal proceeding, prosecution or other such demand raised by any party howsoever suffered by the Corporation arising out of discharge (past or future) of Trade Waste from the Premises.

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- 8.3 If the Trade Waste discharged from the Premises:
- (a) causes damage to the Corporation system;
  - (b) causes damage to any third party, any property or the environment generally;
  - (c) then the Corporation may in its discretion make good that damage and recover the cost of so doing from the Occupier as a debt due and payable from the date of demand for that payment.

- 8.4 The obligations created in this clause 9:
- (a) apply whether the damage in question occurs or is discovered prior to, during or after this Consent has come to an end;
  - (b) continue to apply after the termination of this Consent for any reason.

### 9 CHANGE OF OCCUPIER

- 9.1 The Occupier must notify the Corporation 30 days prior to vacating the Premises.
- 9.2 If known by the Occupier, the details of any new incoming occupier must be forwarded in writing to the Corporation prior to the Occupier vacating the Premises.
- 9.3 This Consent cannot be assigned and will terminate upon the Occupier vacating the Premises.

### 10 BREACH

- 10.1 The Corporation may give written notice to the Occupier setting out:
- (a) any condition of this Consent which the Corporation considers has not been complied with; and
  - (b) why the Corporation considers that the condition has not been complied with; and
  - (c) a date by which the Occupier must comply with the condition including, if applicable, actions necessary to achieve compliance.

and the Occupier must comply with any such notice, including any direction contained in it as to how or when such non-compliance must be rectified.

- 10.2 If the Corporation considers the Occupier has not complied with any of the requirements referred to in a notice provided in accordance with condition 11.1 by the date specified in the notice, the Corporation may serve written notice of termination of the Consent on the Occupier and this Consent will automatically terminate at midnight on the date on which the notice of termination is served.
- 10.3 Conditions 11.1 and 11.2 do not detract the right of the Corporation to undertaking any other actions it decides necessary to remedy the contravention and recover its reasonable cost in doing so.

### 11 VARIATION

- 11.1 The Corporation may give not less than 90 days written notice to the Occupier before varying the conditions of the Consent and after those 90 days or any greater period specified the variations shall apply.
- 11.2 The Occupier must apply to the Corporation in writing if it wishes to vary the allowable Trade Waste discharge.

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- 11.3 The Corporation may agree or not agree to vary the allowable Trade Waste discharge at its absolute discretion.
- 11.4 Should the Corporation vary or agree to vary the allowable Trade Waste discharge, or the Consent, the Consent shall be deemed to have been varied to allow for that change.

### 12 NOTICES

A Notice or other communication in connection with this Consent:

- 12.1 must be in writing; and
- 12.2 must be left at the address of the party to which it is directed; or
- 12.3 sent by pre-paid ordinary post to the address of the party to which it is directed; or
- 12.4 sent 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.

The initial contact details of the Occupier and the Corporation are set out in the Schedule.

### 13 COMPLAINTS AND DISPUTES

Any complaint or dispute of the Occupier with the Corporation will be dealt with in accordance with the Trade Waste Customer Service Charter.

### 14 GENERAL

- 14.1 This Consent constitutes the entire Consent between the parties. Any previous agreements, understandings and negotiations on the subject matter of the discharge of the Trade Waste shall have no effect.
- 14.2 Any failure, delay or indulgence on the part of the Corporation 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.
- 14.3 The Corporation may only waive a power or right in writing.
- 14.4 Nothing in this Consent detracts in any way from any power conferred on the Corporation by law.
- 14.5 Should there be any inconsistency between this Consent and the Act provisions of the Act will prevail.