

# Trade Waste Consent Form



## SCHEDULE

<b>1</b>	<p><b>COMMENCEMENT DATE:</b> Click here to enter a date.</p> <p><b>EXPIRY DATE:</b> Click here to enter a date.</p>
<b>2</b>	<p><b>OCCUPIER:</b></p>
<b>3</b>	<p><b>OWNER (IF NOT OCCUPIER):</b></p>
<b>4</b>	<p><b>BUSINESS NAME:</b></p> <p><b>ABN:</b></p>
<b>5</b>	<p><b>BUSINESS TYPE:</b></p>

*This Consent operates as an agreement to discharge Trade Waste between the Occupier and the Corporation under the Water Act 1989.*

<b>6</b>	<p><b>PREMISES (address):</b></p> <p><b>(title details):</b></p>
<b>7</b>	<p><b>PROPERTY NUMBER (assessment no.):</b></p>

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<b>8</b>	<b>TRADE WASTE (ALLOWABLE DISCHARGE):</b>
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<b>9</b>	<p><b>Trade Waste Apparatus and Maintenance Schedule</b></p> <ul style="list-style-type: none"> <li>• Works - <b>None required</b></li> <li>• The Installation of any Trade Waste Apparatus must be completed either:             <ul style="list-style-type: none"> <li>• Before and as a precondition to any discharge; or</li> <li>• Where allowed after discharge starts within [redacted] months of the date of this Consent, or this Consent will be terminated and you will be no longer able to discharge to the Corporation system</li> </ul> </li> </ul> <p>Associated charges can be found at <a href="http://www.sgwater.com.au">www.sgwater.com.au</a></p>
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Trade Waste Apparatus Description	Size	Number of Apparatus	Pump Out Frequency	Installation Date
Non onsite discharging to sewer	N/A	N/A	N/A	N/A

<b>10</b>	<b>OCCUPIER CONTACT DETAILS:</b>	
	<b>Contact:</b>	
	<b>Postal Address:</b>	
	<b>Telephone:</b>	
	<b>Mobile:</b>	
	<b>Facsimile:</b>	
	<b>Email:</b>	

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<b>11</b>	<p><b>SOUTH GIPPSLAND CONTACT DETAILS:</b></p> <p>Manager Trade Waste                  South Gippsland Water                  14-18 Pioneer Street                  PO Box 102                  Foster VIC 3960</p> <p>Ph: 03 5682 0444                  Fax: 03 5682 1199</p>
<b>12</b>	<p><b>ACCEPTANCE CRITERIA AND CUSTOMER SPECIFIC ACCEPTANCE CRITERIA</b></p> <p><b>12.1 Acceptance Criteria</b> – apply to this Consent agreement, except to the extent varied by 13.2. The Acceptance Criteria can be viewed on the Corporation's website at <a href="http://www.sgwater.com.au">www.sgwater.com.au</a> or a copy obtained from the Corporation.</p> <p><b>12.2 Customer Specific Acceptance Criteria</b></p> <p>[INSERT if any different or additional to ESC Acceptance Criteria]</p> <p><b>12.2.1</b> Standard and volume of trade waste:                  [insert as applicable]</p> <p><b>12.2.2</b> [insert other Customer Specific]</p>
<b>13</b>	<p><b>SPECIAL CONDITIONS:</b></p> <p>[insert if applicable]</p>

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<b>14</b>	<b>TRADE WASTE DRAWING: [ATTACH IF APPLICABLE]</b>
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## CONDITIONS

### TRADE WASTE CONSENT

#### 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
- 1.4 “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.
- 1.5 “Charter” means the Corporation’s “Trade Waste Customer Service Charter” as amended or superseded from time to time.
- 1.6 “Commencement Date” means the date this Consent starts set out in item 1 of the Schedule.
- 1.7 “Conditions” means these conditions applying to this Consent agreement.
- 1.8 “Consent” means this Trade Waste Consent, including the Conditions, the Schedule, including any Special Conditions and any plans or attachments to the Schedule.
- 1.9 “Corporation” means South Gippsland Water Corporation its successors and Assigns.
- 1.10 “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.
- 1.11 “Customer Specific Acceptance Criteria” means any criteria for the Trade Waste discharge specific to this discharge;
- 1.12 “ESC” means the Essential Services Commission, Victoria.
- 1.13 “Expiry Date” means the date the term of this Consent ends set out in the Schedule.
- 1.14 “Maintenance Schedule” means the maintenance schedule set out in the Schedule.
- 1.15 “Occupier” means the occupier of the Premises as set out in the Schedule.
- 1.16 “Premises” means the Premises set out in the Schedule.
- 1.17 “Price Determination” means the Price Determination issued by the ESC applying to the Corporation from time to time.
- 1.18 “Schedule” means the Schedule to this Consent setting out (amongst other things) the particulars of the Consent, and any Special Conditions including (if applicable) any plans or other attachments.
- 1.19 “Special Conditions” means any special conditions set out in the Schedule.
- 1.20 “Trade Waste” means the trade waste to be discharged to the Corporation system under this Consent.

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- 1.21 "Trade Waste Apparatus" means any works or device or process required by the Corporation and detailed in the Schedule to be used to deal with or treat the Trade Waste prior to its discharge into the Corporation system.
- 1.22 "Trade Waste Application" means the application for the discharge of the Trade Waste made by the Occupier to the Corporation.
- 1.23 "Trade Waste Drawing" means any drawing is of the Trade Waste discharge arrangement at or near the Premises, including any Trade Waste Apparatus.
- 1.24 "Trade Waste Policy" means any Trade Waste Policy adopted from time to time by the Corporation.
- 1.25 "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:
  - i. as an agreement by and with the Corporation pursuant to the Act to accept the Trade Waste discharge from the Premises;
  - ii. subject to the terms and conditions set out contained in this Consent.
- 2.2 This Consent operates until the Expiry Date set out in the Schedule, and if the discharge continues beyond that date it will:
  - i. continue on the same terms and conditions of this Consent;
  - ii. may be terminated by either party on 60 days' written notice.
- 2.3 This Consent is made up of and includes:
  - i. these Conditions;
  - ii. the Schedule, including any Special Conditions;
  - iii. any Trade Waste Drawings attached as part of the Schedule.
- 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:
  - i. a customer or occupier, applies to the Occupier;
  - ii. SGW or the corporation, applies to the Corporation,under this Consent agreement.

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- 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 as described in the Schedule; and
- any Customer Specific Acceptance Criteria identified in Schedule; 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 TRADE WASTE OPERATIONS

- 5.1 The Occupier must install and maintain the Trade Waste Apparatus.
- 5.2 All fixtures on the premises that are associated with Trade Waste must be connected to the Trade Waste Apparatus.
- 5.3 The Occupier must ensure the Trade Waste Apparatus is pumped out by an approved waste transporter in accordance with the pump out frequency specified in the Trade Waste Apparatus and Maintenance Schedule set out in Table 1 of item 11 of the Schedule.
- 5.4 The Occupier must ensure copies of the relevant documentation regarding the pump out of the Trade Waste Apparatus are sent to the Corporation within 24 hours of the pump out.
- 5.5 In the event of a build up of unauthorised substances in the Corporation system servicing the Premises that the Corporation considers potentially poses a risk to the operation of the Corporation system and / or in the event of a sewer blockage caused by grease and fat, the Corporation will undertake an assessment of the Property and the Trade Waste Apparatus servicing the property.
- 5.6 If the Corporation determines pursuant to clause 4.5 or otherwise that the Trade Waste Apparatus servicing the property is undersized and / or is not being maintained/serviced in accordance with the Maintenance Schedule and / or the manufacturers specifications the Occupier must immediately upgrade the Trade Waste Apparatus to the required size and / or remove and replace the Trade Waste Apparatus with a conventional treatment apparatus either as directed or to the satisfaction of the Corporation.
- 5.7 The Occupier must notify the Corporation immediately:
- i. where it is proposed that the quality and / or quantity of the Trade Waste discharged to the Corporation system is to change from that described in the Schedule; or
  - ii. where the details of the way in which the business is operated at the Premises changes from the description contained in the Schedule.

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### 6 ACCESS AND TESTING

- 6.1 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.
- 6.2 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.

### 7 CHARGES

- 7.1 The Occupier must pay the Corporation the Charges as directed by the Corporation from time to time.
- 7.2 The Corporation may from time to time vary the makeup and amount of the Charges in accordance with the Act or the Price Determination.
- 7.3 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.

### 8 CEASING DISCHARGE

- 8.1 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:
  - i. accident; or
  - ii. strike; or
  - iii. civil commotion; or
  - iv. natural disaster; or
  - v. an overloading of the Corporation's System which receives the Trade Waste; or
  - vi. 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
  - vii. 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.
- 8.2 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:
  - i. 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
  - ii. the Corporation requires a temporary shutdown in order to carry out maintenance, upgrading or repairs to the Corporation's System; or
  - iii. 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



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- iv. the Occupier is in breach of this Consent (including breach relating to the required volume, rate, type and characteristics of the Trade Waste).

### 9 RELEASE/INDEMNITY

- 9.1 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:
  - i. discharging the Trade Waste;
  - ii. the Corporation requiring the Occupier to stop discharging Trade Waste under the terms of this Consent;
- 9.2 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.
- 9.3 If the Trade Waste discharged from the Premises:
  - i. causes damage to the Corporation system;
  - ii. causes damage to any third party, any property or the environment generally;
  - iii. 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.
- 9.4 The obligations created in this clause 9:
  - i. apply whether the damage in question occurs or is discovered prior to, during or after this Consent has come to an end;
  - ii. continue to apply after the termination of this Consent for any reason.

### 10 CHANGE OF OCCUPIER

- 10.1 The Occupier must notify the Corporation 30 days prior to vacating the Premises.
- 10.2 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.
- 10.3 This Consent cannot be assigned and will terminate upon the Occupier vacating the Premises.

### 11 BREACH

- 11.1 The Corporation may give written notice to the Occupier setting out:
  - i. any condition of this Consent which the Corporation considers has not been complied with; and
  - ii. why the Corporation considers that the condition has not been complied with; and
  - iii. 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.

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- 11.2 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.
- 11.3 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.

### 12 TERMINATION

- 12.1 The Corporation may terminate this Consent by giving the Occupier not less than 90 days written notice.
- 12.2 The Occupier must give 30 days written notice of its wish to terminate the Consent to the Corporation.
- 12.3 Upon termination of this Consent for any reason the Occupier must within 7 days take all necessary steps (including any so directed by the Corporation) to disconnect the Trade Waste discharge from the Corporation System. Any failure to properly disconnect by the Occupier will allow the Corporation to take steps to complete the disconnection, and the costs of the Corporation in so doing must be paid, on demand, by the Occupier.

### 13 VARIATION

- 13.1 The Corporation may give not less than 90 days written notice to the Occupier before varying the conditions of the Consent (including the Customer Specific Acceptance Criteria) and after those 90 days or any greater period specified the Customer Specific Acceptance Criteria are varied.
- 13.2 The Occupier must apply to the Corporation in writing if it wishes to vary the allowable Trade Waste discharge or any Special Conditions.
- 13.3 The Corporation may agree or not agree to vary the allowable Trade Waste discharge at its absolute discretion.
- 13.4 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.

### 14 NOTICES

A Notice or other communication in connection with this Consent:

- 14.1 Must be in writing; and
- 14.2 Must be left at the address of the party to which it is directed; or
- 14.3 Sent by pre-paid ordinary post to the address of the party to which it is directed; or
- 14.4 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.

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## 15 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.

## 16 GENERAL

- 16.1 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.
- 16.2 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 of right.
- 16.3 The Corporation may only waive a power or right in writing.
- 16.4 Nothing in this Consent detracts in any way from any power conferred on the Corporation by law.
- 16.5 Should there be any inconsistency between this Consent and the Act provisions of the Act will prevail.

**SIGNED** for and behalf of the **SOUTH** )  
**GIPPSLAND REGION WATER** )  
**CORPORATION** by its duly Authorised )  
Representative )

Signature of Authorised Person

Date: [Click here to enter a date.](#)

Name in Full: [Choose an item.](#)