

**WESTERNPORT REGION WATER
CORPORATION**

Trading as

WESTERNPORT WATER

ABN 63 759 106 755

**Consent to Discharge Category 2 Greasy
or Commercial Minor Trade Waste**

between

Westernport Water

and

“The Customer”

**CONSENT TO DISCHARGE CATEGORY 2 GREASY OR COMMERCIAL
MINOR TRADE WASTE**

This consent is made the day of 2016

between

WESTERNPORT REGION WATER CORPORATION (Westernport Water)

and

Trading Name of Customer

whereas

- A. The Owner / Occupier ("*the Customer*") requests Westernport Water to provide services
- B. The Customer has provided details as per the **General Trade Waste Application Form**,
- C. Westernport Water has agreed to provide services and accept minor trade waste discharge from the property subject to the terms of this consent

Westernport Water agrees to accept minor trade waste discharge from the property to the sewerage system subject to;

- Compliance with Australian Standard AS 4494:1998 - *Discharge of commercial and industrial liquid waste to sewer*, and
- the following special conditions:

1. Type of Discharge

- 1.1. "**Greasy Waste**" - means any wash water consisting solely or partly of food, which results from any commercial process connected to the preparation of food for consumption, on premises other than private residential premises, being waste which has been approved for disposal by Westernport Water.
- 1.2. **General Trade Waste** – means other non residential liquid waste that requires pre treatment before disposal to the sewer. E.g.: Motor Service Industry including: Car Washes, Petrol Stations, Mechanics, Panel Beaters, using harmful liquids such as Solvents, Degreasing Agent, Petrol, Detergents Flammable Substances.
- 1.3. The Customer shall notify Westernport Water immediately:

- 1.3.1. where it is proposed that the quality and/or quantity of trade waste discharged to the sewer is to change; or
- 1.3.2. where the details of the way in which the business is operated at the property changes from the description contained in the Application form.
- 1.4. The discharge of any other treated trade waste is prohibited without special written consent and a major Trade Waste Agreement.

2. Greasy Waste

2.1. Discharge Apparatus

- 2.1.1. The Customer will install a Grease Interceptor Trap (G.I.T.) to the size and specifications determined by Westernport Water.
- 2.1.2. The G.I.T. apparatus is part of the Customers internal property drain and responsibility for maintenance and blockages remains with the Customer.
- 2.1.3. The G.I.T. will be installed in accordance with Australian Standard AS 4494:1998.
- 2.1.4. The Customer must ensure that the G.I.T. is maintained in good working condition, is covered at all times, is accessible and does not pose a safety risk or nuisance to any person.

2.2. Waste Disposal Greasy Waste

- 2.2.1. Westernport Water in consultation with the Customer will formulate a pump out program, and will arrange for an EPA licensed contractor to remove greasy waste periodically on the Customers behalf.
- 2.2.2. The Customer will retain responsibility for the operation of the G.I.T and should contact Westernport Water to arrange pump outs if urgently required or to alter the frequency of pump outs.
- 2.2.3. Alternatively the customer can arrange for there own pump out, but must supply copies of the relevant documentation regarding the pump out of the G.I.T to Westernport Water within 24 hours of the pump out.

3. General Trade Waste

- 3.1. The customer shall ensure the treatment apparatus is pumped out and/or cleaned by an EPA licensed Contractor, where appropriate, in accordance with the specified pump out or cleaning intervals.

- 3.2. The Customer shall ensure copies of the relevant documentation regarding the pump out or cleaning of the treatment apparatus is sent to Westernport Water within 24 hours of the procedure.

4. Charges

- 4.1. The Customer agrees to pay charges as determined by Westernport Water from time to time to cover contractor pump out costs, administration / inspection fee and where considered appropriate, a contribution towards degreasing of the sewerage system.
- 4.2. Customers who arrange their own pump outs or cleaning regime will be charged an administration/inspection fee determined by Westernport Water on a yearly basis and where considered appropriate a contribution towards degreasing of the sewerage system.

Charges will be levied according to Westernport Water's approved fees and charges within the normal billing cycle.

5. Inspection and Monitoring

- 5.1. The Customer shall allow Westernport Water access to the property for the purposes of monitoring the quality and quantity of greasy or commercial waste discharge to sewer.
- 5.2. Westernport Water may sample the greasy or commercial waste from any place on the property, and test for any physical or chemical parameters.

6. Ceasing Discharge

- 6.1. Upon receiving advice from Westernport Water of an incident involving the sewerage system which is affected by the Customer's discharge of trade waste, the Customer will cease discharging trade waste until notified by Westernport Water that the incident has passed. An incident will include but is not limited to circumstances 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.
- 6.2. In the event of the Customer discharging trade waste during an incident where the Customer has been notified to cease discharging trade waste, the Customer warrants to notify Westernport Water immediately.

7. Indemnity

7.1. The Customer agrees to indemnify and keep indemnified Westernport Water against all claims, liabilities, judgements, lawsuits, damages, expenses and other direct costs of whatever nature that are incurred by Westernport Water as a result of the Customer's failure to perform its obligations under this Consent or that 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.

8. Change of Customer

8.1. To avoid ongoing financial and other liabilities, the Customer must notify Westernport 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 Westernport Water. This Consent cannot be assigned and will terminate upon the Customer vacating the property. The new incoming Customer must apply for a new *Category 2 Greasy or Commercial Minor Trade Waste Consent*.

9. Termination or Amendment to Agreement

9.1. The Customer must give 30 days written notice of its wish to terminate the Consent.

9.2. Westernport Water must give 90 days written notice to the Customer upon varying the conditions or termination of the Consent.

9.3. Any amendment to the Consent will be in writing and signed by both parties or if specified in the Consent by Westernport Water only.

10. Notices

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

10.1.1. must be in writing; and

10.1.2. must be left at the address of party to which it is directed, or

10.1.3. sent by pre-paid ordinary post to the address of the party to which it is directed, or

10.1.4. emailed to westport@westernportwater.com.au , or to the party which it is directed, or

10.1.5. sent by facsimile to the facsimile number of the party of which it is direct 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, facsimile or email is taken to be received.

10.2.1. in the case of a posted letter, 3 days after posting;

10.2.2. 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.

10.2.3. In the case of an email, upon date of receipt.

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 Westernport 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 Westernport Water in writing.

11.3. Nothing in this consent detracts in any way from any power conferred on Westernport Water by law.

11.4. The customer shall not discharge any trade waste until the consent has been signed by Westernport Water and a copy received by the customer.

SIGNED for and on behalf of

WESTERNPORT REGION WATER CORPORATION

by its duly Authorised representative

Colin Bowker

ACTING GENERAL MANAGER – OPERATIONS

Dated: