

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

Westernport Region Water Corporation

and

“Company Name”

This Consent is given on

Between

WESTERNPORT REGION WATER CORPORATION ABN 63 759 106755 of 2 Boys Home Road
Newhaven, Victoria (“the Corporation”),

and

The Trade Waste Customer..... whose details appear in the Schedule (“the
Occupier”)

Background

- A. The Occupier has requested the Corporation to provide certain trade waste services.
- B. The Occupier has provided details of its circumstances and the services requested in a **General Trade Waste Application Form**.
- C. The Corporation has agreed to provide services and accept minor trade waste discharge from the Occupier’s land subject to the terms of this Consent.

Consent

The Corporation agrees to accept minor trade waste discharge from the land specified in the Schedule (“the land”) to the sewerage system subject to:

- A. Compliance by the Occupier with Australian Standard AS 4494:1998 - Discharge of commercial and industrial liquid waste to sewer, and
- B. The following special conditions:

Special Conditions

1. Type of Discharge

The Corporation agrees to accept:

- 1.1. **Greasy Waste**, being wash water consisting solely or partly of food, which results from any commercial process connected to the preparation of food for consumption, on the land, if such waste which has been approved for disposal by the Corporation; and
- 1.2. **General Trade Waste**, being other non-residential liquid waste that requires pre-treatment before disposal to the sewer (such as liquid waste from Car Washes, Petrol Stations, Mechanics, Panel Beaters and other using harmful liquids such as solvents, degreasing agents, petrol, detergents and flammable substances).
- 1.3. The customer must 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 on the land changes from the description contained in the Application form.

1.4. The discharge of any other treated trade waste is prohibited without a special written consent from the Corporation and the execution of a Major Trade Waste Agreement.

2. Greasy Waste

2.1. Discharge Apparatus

2.1.1. The customer must install a Grease Interceptor Trap (G.I.T.) on the land to the size and specifications determined by the Corporation.

2.1.2. The G.I.T. apparatus is part of the Occupier's internal property drain and responsibility for maintenance and blockages remains solely with the Occupier.

2.1.3. The G.I.T. must be installed in accordance with Australian Standard AS 4494:1998.

2.1.4. The Occupier 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. The Corporation will, in consultation with the Occupier, formulate a pump out program, and arrange for an EPA licensed contractor to remove greasy waste periodically on the Occupier's behalf.

2.2.2. The Occupier will retain responsibility for the operation of the G.I.T and must contact the Corporation to arrange pump outs if urgently required or to alter the frequency of pump outs.

2.2.3. Alternatively the Occupier can arrange for its own pump out but must supply copies of the relevant documentation regarding the pump out of the G.I.T to the Corporation within 24 hours of the pump out.

3. General Trade Waste

3.1. The Occupier must 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 set by the Corporation.

3.2. The Occupier must ensure that copies of the relevant documentation regarding the pump out or cleaning of the treatment apparatus are sent to the Corporation within 24 hours of completion of the procedure.

4. Charges

4.1. The Occupier agrees to pay charges determined by the Corporation from time to time to cover contractor pump out costs, administration / inspections and, where considered appropriate by the Corporation, a contribution towards degreasing of the sewerage system.

- 4.2. If the Occupier arranges its own pump outs or cleaning regime the Occupier will be charged only an annual administration/inspection fee determined by the Corporation and, where considered appropriate, a contribution towards degreasing of the sewerage system.
- 4.3. Charges will be levied according to the Corporation's approved fees and charges within the normal billing cycle.

5. Inspection and Monitoring

- 5.1. The Occupier must allow the Corporation access to the land for the purposes of monitoring the quality and quantity of greasy or commercial waste discharge to sewer.
- 5.2. The Occupier may sample the greasy or commercial waste from any place on the land, and test for any physical or chemical parameters.

6. Ceasing Discharge

- 6.1. Upon receiving advice from the Corporation of an incident involving the sewerage system which is affected by the Occupier's discharge of trade waste, the Occupier must cease discharging trade waste until notified by the Corporation 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 Occupier discharging trade waste during an incident where the Occupier has been notified to cease discharging trade waste, the Occupier agrees to notify the Corporation immediately.

7. Change of Occupier

To avoid ongoing financial and other liabilities, the Occupier must notify the Corporation 30 days prior to vacating the land. At this time, if there is a new incoming occupier, the new incoming occupier's contact particulars must be forwarded by the Occupier to the Corporation. This Consent cannot be assigned and will terminate upon the Occupier vacating the land. The new incoming occupier must apply for a new *Category 2 Greasy or Commercial Minor Trade Waste Consent*.

8. Indemnity

The Occupier agrees to indemnify and keep indemnified the Corporation against all claims, liabilities, judgments, lawsuits, damages, expenses and other direct costs of whatever nature that are incurred by the Corporation as a result of the Occupier'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 Occupier or of its officers, employees or agents.

9. Termination or Amendment of Consent

- 9.1. The Occupier must give 30 days' written notice of its intention to terminate this Consent.
- 9.2. The Corporation must give 90 days' written notice to the Occupier upon varying the terms of or upon terminating this Consent.
- 9.3. Any amendment to this Consent must be in writing and signed by both parties.

10. Notices

- 10.1. A notice or other communication in connection with this Consent must be:
 - (a) in writing; and
 - (b) left at the address of party to which it is directed; or
 - (c) sent by pre-paid ordinary post to the address of the party to which it is directed; or
 - (d) emailed to westport@westernportwater.com.au , or to the party which it is directed.

- 10.2. A notice or other communication takes affect from the time it is received unless a later time is specified in it. A letter or email is taken to be received.
 - (a) in the case of a posted letter, 5 business days after posting; and
 - (b) in the case of an email, upon receipt.

11. General

- 11.1. This Consent constitutes the entire agreement between the parties. Any previous agreements, understandings and negotiations on the subject matter of this Consent will have no effect.
- 11.2. 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. A power or right may only be waived by the Corporation in writing.
- 11.3. Nothing in this Consent detracts in any way from any power conferred on the Corporation by law.
- 11.4. The Occupier must not discharge any trade waste into the Corporation’s sewer until this Consent has been signed on behalf of the Corporation and countersigned by the Occupier.

SIGNED for and on behalf of

WESTERNPORT REGION

WATER CORPORATION

by its duly Authorised representative:

.....
Signature of Authorised Representative

.....
Date

.....
Print full name

COUNTERSIGNED by the Occupier:

.....
Business Owner

.....
Print full name

.....
Date

Schedule

1. Name, Address and Other Details of the Occupier

Business Name: _____

Business Trading Name: _____

ABN: _____

Email: _____

Phone number: _____

Business Description: _____

2. Land to which this Consent relates (*this Consent is not interchangeable if the business relocates*):

Site address: _____

Lot and plan number: _____
