

CONSENT TO DISCHARGE COMMERCIAL TRADE WASTE

Schedule

Contract Commencement Date:

Customer's Name:

Trade Waste Property:

Trade Waste Number:

Reference No:

Contact Details

Manager Trade Waste
South East Water
20 Corporate Drive
Locked Bag 1
MOORABBIN VIC 3189

Telephone: 9552 3662
Facsimile: 9552 3673

Treatment Apparatus:

The Customer shall **install / maintain** the following apparatus:

Apparatus Description	Type of Installation	Size (litres)	Pump Out Interval	Installation Date
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The treatment apparatus servicing your business will be accepted by South East Water providing it is maintained strictly in accordance with the maintenance schedule stipulated above. 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. If the treatment apparatus servicing your kitchen is undersized or is not being maintained / serviced in accordance with the maintenance schedule or the manufacturers specifications you must immediately upgrade the treatment apparatus to the required size.

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 process 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.
- 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 shall ensure the treatment apparatus is pumped out by an EPA licensed Contractor in accordance with the specified pump out interval(s).
- 2.2 The Customer shall ensure copies of the relevant documentation regarding the pump out of the treatment apparatus is sent to South East Water within 24 hours of the pump out.
- 2.3 All Kitchen fixtures must be connected to the treatment apparatus, including the bin wash areas and cleaner's sinks.
- 2.4 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. If the treatment apparatus servicing your kitchen is undersized or is not being maintained / serviced in accordance with the maintenance schedule or the manufacturers specifications you must immediately upgrade the treatment apparatus to the required size or remove and replace the treatment apparatus with a conventional treatment apparatus.

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.
- 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 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.
- 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.

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 Customers 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 South East Water is empowered to give written notice to the Customer setting out:
- (i) any condition of this Consent which South East Water considers has not been complied with; and
 - (ii) why South East Water considers that the condition has not been complied with; and
 - (iii) a date by which the Customer must comply with the condition.
- 8.2 The Customer must comply with any condition mentioned in the notice, by the date specified in the notice to South East Water's satisfaction.
- 8.3 If South East Water considers the Customer has not complied with any condition referred to in a notice:
- (i) by the date specified in the notice; or
 - (ii) at any time during the period of 90 days from the date,
- South East Water may serve written notice of termination on the Customer and this Consent automatically terminates at midnight on the date on which the notice is served.
- 8.4 Despite the provisions above, the parties agree that if South East Water considers that the Customer has not complied with any requirement of clause 2, South East Water may serve written notice of termination on the Customer which will have the same effect as a notice of termination referred to above.

9. Termination

- 9.1 The Customer must give 30 days written notice of its wish to terminate the Consent.
- 9.2 South East Water must give 90 days written notice to the Customer before varying the conditions of the Consent.

10. Notices

- 10.1 A Notice or other communication in connection with this Consent:
- (a) must be in writing; and
 - (b) must be left at the address of party to which it is directed; or
 - (c) must be sent by pre-paid ordinary post to the address of the party to which it

- (d) is directed or;
must be 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.

- 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.
- (a) in the case of a posted letter, three days after posting; or
 - (b) 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.

SIGNED for and behalf of the)
SOUTH EAST WATER)
ABN 89 066 902 547)
by its duly Authorised Representative)

Signature of Authorised Person