
Trade Waste Agreement

COMPANY NAME

ACN

ABN

AND

SOUTH EAST WATER

Trade Waste Number :

Reference Number :

CONTENTS

PART 1	CRITICAL DETAILS.....	3
1.1	PREMISES	3
1.2	PARTIES	3
1.3	TERM	3
PART 2	SPECIAL REQUIREMENTS FOR THIS AGREEMENT	4
2.1	RATES OF DISCHARGE.....	4
2.2	FIRE SERVICE	4
2.3	SAMPLING POINTS	4
2.4	ANALYSIS	4
2.5	CUSTOMER SAMPLING	4
2.6	MEASURING EQUIPMENT	5
2.7	WASTE MANAGEMENT PLAN	6
2.8	PHOTOGRAPHIC WASTE	ERROR! BOOKMARK NOT DEFINED.
2.9	TREATMENT APPARATUS	6
PART 3	ACCEPTANCE STANDARDS	7
3.1	PHYSICAL CHARACTERISTICS	7
3.2	CHEMICAL CHARACTERISTICS	8
PART 4	GENERAL CONDITIONS	15
4.1	ACCEPTANCE OF TRADE WASTE	15
4.2	INSPECTIONS	15
4.3	TEMPORARY SUSPENSION OF DISCHARGES	15
4.4	CHANGES TO TRADE WASTE DISCHARGES	16
4.5	NOTICE OF DANGEROUS EVENTS	16
4.6	INDEMNITY.....	16
4.7	TRADE WASTE CHARGES	17
4.8	OTHER CHARGES	17
4.9	AMENDMENT	17
4.10	BREACH	17
4.11	TERMINATION	17
4.12	DISPUTE RESOLUTION	18
4.13	NO ASSIGNMENT.....	18
4.14	NOTICES	19
4.15	GENERAL	19
4.16	INTERPRETATION	20
PART 5	EXECUTED.....	22

Part 1 CRITICAL DETAILS

South East Water agrees to accept trade waste discharge from the Premises to sewer, subject to the requirements contained in this Agreement.

This part sets out important details about the Premises from which trade waste may be discharged, the parties and the term of the Agreement.

1.1 PREMISES

1.2 PARTIES

The Customer

<Customer Details>

South East Water

Manager Trade Waste

Postal Address: PO Box 2268 Seaford VIC 3198

Telephone: 9552 3662 (working hours)

Telephone: 132 812 (after hours)

Facsimile: 9552 3673

1.3 TERM

Part 2 SPECIAL REQUIREMENTS FOR THIS AGREEMENT

2.1 RATES OF DISCHARGE

The Customer must not discharge:
more than <No> kilolitres of trade waste per day; and
trade waste at a greater:
volume than <No> litres per hour; and
rate than <No> litres per minute.

2.2 FIRE SERVICE

The Customer must not use any fire service at the Premises:

- (a) to dilute trade waste; and
- (b) for any purpose other than fire fighting.

[Note: under clause 4.10, this Agreement can be terminated if the Customer does not comply with this or any other requirement of this Agreement.]

2.3 SAMPLING POINTS

The following points marked on the Site Plan annexed to this Agreement are Sampling Points for the purpose of this Agreement.

Sampling Point	Code

2.4 ANALYSIS

2.4.1 Every sample taken by either party pursuant to this Agreement must be handled, stored and analysed in accordance with the current edition of 'Sampling and Analysis of Trade Wastes'.

[Note: 'Sampling and Analysis of Trade Wastes' is available from South East Water.]

2.4.2 Each sample must be analysed by a laboratory registered by the National Association of Testing Authorities to analyse samples for each component or characteristic required.

2.5 CUSTOMER SAMPLING

2.5.1 Notwithstanding any additional provisions of clause 2.5, it is the Customer's obligation to:

- (a) Screen for and, if appropriate, periodically monitor any parameters in Part 3 that the customer believes may be present in the discharge; and
- (b) Submit any analytical results relating to any of the parameters in part 2.5.1(a) that have been monitored to South East Water upon request.

2.5.2 The Customer must implement a sampling program in accordance with this clause.

2.5.3 The Customer must arrange for samples to be taken in accordance with the following Sampling Schedule for the term of the Agreement as per Part 1, clause 1.3.

	Grab
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

2.5.4 Grab

2.5.4.1 The Customer must arrange to

- (a) take a sample in accordance with the customer sampling schedule in clause 2.5.3.;
- (b) take a grab sample of trade waste discharged at Disconnector Gully serving the Food and Oil Interceptor <Sample Point>; and;
- (c) record the time and date of sampling; and;
- (d) submit the analytical results to South East Water within 14 days of taking the sample;
- (e) record the rate of discharge of trade waste at the time of sampling; and;
- (f) determine and record the levels and concentrations of the following components and characteristics in the sample;; and
 - <Parameter>
 - <Parameter>
 - <Parameter>
 - <Parameter>
 - <Parameter>
 - <Parameter>

2.6 MEASURING EQUIPMENT

2.6.1 The following Magnetic Flow Meter is part of treatment apparatus 1 <Sample Point>

- (a) The Customer must operate and maintain the Magnetic Flow Meter in good working order.
- (b) The Magnetic Flow Meter must continually record the rate of flow of trade waste. It must:

- (i) must be connected to a secured power supply to ensure 24/7 operation
 - (ii) incorporate a totaliser, calibrated to record in kilolitres, which cannot be reset to zero; and
 - (iii) be capable of activating an automatic sampler.
- (c) The Customer must:
- (i) have the Magnetic Flow Meter undergo a verification test to confirm the validity/accuracy of the meter at least yearly by an accredited company;
 - (ii) either calibrate or replace the flow meter within a 2 week period of the verification test, if the verification results are unsatisfactory. In this instance the customer must inform South East Water prior to the meter being removed, once the meter is removed supply South East Water with final meter readings within 12 hours of removing the meter & supply South East Water with the meter serial number & meter read within 12 hours of the meter being replaced:
 - (iii) provide South East Water with a copy of the documentation relating to (i) and/or (ii), within two weeks of the works being completed

2.6.2 The Customer must, upon request, allow South East Water to inspect and make copies of any flow chart or record required to be kept by this clause.

2.7 WASTE MANAGEMENT PLAN

2.7.1 The Customer is encouraged to prepare a Waste Management Plan which must identify the sources, types and quantities of, and evaluate options for minimising, waste generated at the Premises.

2.8 TREATMENT APPARATUS

2.8.1 The Customer must install and operate the treatment apparatus set out in the following table and maintain them in good working order:

Apparatus	Ident	Minimum Capacity	Pump out Frequency

2.8.2 The treatment apparatus must be pumped out at the frequency specified in the table and any resulting prescribed waste removed from the premises by a waste transporter in accordance with the Environment Protection (Prescribed Waste) Regulations 1998.

2.8.3 The Customer shall ensure copies of the relevant documentation regarding the pump out of the Food and Oil Interceptors are sent to South East Water within 24 hours of the pump out.

2.8.4 The Customer must allow South East Water to inspect all waste transport certificates for prescribed waste removed, upon request.

Part 3 ACCEPTANCE STANDARDS

The nature and levels of the characteristics of trade waste discharged pursuant to this Agreement must at all times comply with the provisions of the Acceptance Standards.

3.1 PHYSICAL CHARACTERISTICS

3.1.1 Temperature

The Customer must not discharge trade waste with a temperature greater than 38⁰ C.

3.1.2 Solids

- (a) The Customer must not discharge trade waste containing gross solids, suspended solids or total dissolved solids except in accordance with this paragraph.
- (b) Gross solids contained in trade waste must:
 - (i) be able to pass through a bar screen with 13mm spaces between bars; and
 - (ii) have a quiescent settling velocity of not more than 3m/hour.
- (c) Where the total mass load of suspended solids exceeds 1,000 kg/day, the concentration of suspended solids must not exceed 10,000 mg/litre.
- (d) The total mass load of total dissolved solids must not exceed 200 kg/day.
- (e) The Customer must not discharge waste containing fibrous material which, in the opinion of South East Water is likely to cause obstructions in a drain or sewer.

3.1.3 Oils, fats and grease

- (a) The Customer must not discharge trade waste containing any free or floating layer of oil, fat or grease.
- (b) The Customer may discharge trade waste containing emulsified oil, fat or grease which, in the opinion of South East Water, is biodegradable, if the emulsion is stable:
 - (i) at a temperature of 15⁰ C; and
 - (ii) when it is in contact with raw sewage and the resulting mixture has a pH of no less than 4.5 and no greater than 10.0.
- (c) The Customer must not discharge trade waste containing emulsified oil, fat or grease which, in the opinion of South East Water is not biodegradable, if it contains more than 1,000 mg/litre of material recovered by a solvent prescribed South East Water as extractable matter when the emulsion:
 - (i) is stable at a temperature of 15⁰ C; and
 - (ii) is in contact with raw sewage and the resulting mixture has a pH no less than 4.5 and no greater than 10.0.
- (d) The Customer must not discharge trade waste containing emulsified oil, fat or grease if it contains more than 200 mg/litre of material recoverable by a solvent prescribed by South East Water as extractable matter when the emulsion is:

- (i) unstable at a temperature of 15°C; and
- (ii) in contact with raw sewage and the resulting mixture has a pH of no less than 4.5 and no greater than 10.0.

3.1.4 Organic Liquids

- (a) The Customer must not discharge trade waste containing any free or floating layer of organic liquid.
- (b) The Customer must not discharge any trade waste which, in the opinion of an Authorised Person, may be flammable.

3.1.5 Latex Emulsions

- (a) In this clause “biodegradable” in relation to trade waste means that, in the opinion South East Water, the total organic carbon content of the trade waste would decrease by at least 90% when submitted to the sewage treatment process employed by the Company for that waste.
- (b) In this clause “latex emulsion” includes an emulsion containing paint, adhesive, rubber, plastic or similar materials.
- (c) In this clause “stable latex emulsion” means a latex emulsion in which the solids deposited in a filter do not increase by more than 200 mg/litre when the emulsion:
 - (i) is at 15⁰ C; and
 - (ii) is in contact with raw sewage and the resulting mixture has a pH of no less than 4.5 and no greater than 10.0.
- (d) The Customer may discharge trade waste containing a biodegradable stable latex emulsion.
- (e) The Customer must not discharge trade waste containing a stable latex emulsion which is not biodegradable at a concentration greater than 1,000 mg/litre of total solids.
- (f) The Customer must not discharge trade waste containing an unstable latex emulsion.

3.1.6 Radioactive waste

The Customer must only discharge trade waste which complies in all respects with the Health (Radiation Safety) Regulations 1994, as amended from time to time.

3.1.7 Colour

The Customer must not discharge trade waste containing Colour greater than 9 Adams- Nickerson (42) units, determined from the most pronounced Colour obtained from a sample adjusted to a pH of not less than 7.0 and no greater than 8.0, following biological treatment by an activated sludge process.

3.2 CHEMICAL CHARACTERISTICS

3.2.1 pH Value

The Customer must not discharge trade waste with a pH value of less than 6.0 or greater than 10.0, except as provided by Clause 3.2.3 (b) (ii).

3.2.2 Organic Concentration

The Customer must not discharge trade waste with a total mass load of 5-day biochemical oxygen demand in excess of 1,000 kg/day, unless its concentration is no greater than 4,000 mg/litre.

3.2.3 Nitrogen

The Customer must not discharge trade waste with a concentration of:

- (a) total kjeldahl nitrogen greater than 500 mg/litre; or
- (b) ammonia, plus ammoniacal ion (expressed as N) greater than
 - (i) 50 mg/litre, except as provided by this paragraph; or
 - (ii) 200 mg/litre, where
 - (A) the trade waste discharged can only be received Melbourne Water's Western Treatment Plant;
 - (B) a risk assessment has been conducted;
 - (C) the occupier can comply with a restricted pH range of 6.0 to 8.0; and
 - (D) the occupier has demonstrated to South East Water that commonly available waste minimization technology has been applied to the best extent practicable.

3.2.4 Sulfur Substances

- (a) Oxidised Sulfur
 - (i) For the purpose of this paragraph, "Oxidised Sulfur" means the chemical substances expressed as S and known as sulfates, sulfites and thiosulfates.
 - (ii) The Customer must not discharge trade waste containing Oxidised Sulfur with a concentration of 100 mg/litre or more, except as provided in this paragraph.
 - (iii) The Customer must treat any trade waste with a concentration of Oxidised Sulfur greater than 600 mg/litre before it is discharged.
 - (iv) Where trade waste prior to discharge would have a total concentration of Oxidised Sulfur of not less than 100 mg/litre and not more than 600 mg/litre, the Customer must treat any stream of waste contributing to the discharge which has a concentration of Oxidised Sulfur greater than 600 mg/litre.
 - (v) The Customer must use the best available technology, as determined South East Water, to treat any trade waste under sub-paragraph (iii) or (iv).
- (b) The Customer must not discharge trade waste containing sulfide in a concentration greater than 1 mg/litre.

3.2.5 Metals

- (a) The Customer must not discharge any element listed in Column 1 of Table A, except in accordance with this paragraph.

- (b) Where the daily mass load of any element discharged is between the lower limit specified in Column 2 and the upper limit specified in Column 3 for that element, trade waste must not exceed the concentration specified in Column 4.
- (c) Where the daily mass loads of any element discharged is either lower than the limit specified in Column 2 or greater than the limit specified in Column 3, South East Water must determine the maximum concentration of that element which the Customer may discharge.
- (d) Where no entry is made in Column 2 and 3 for any element, trade waste must not exceed the concentration for that element specified in Column 4.
- (e) Where the Customer has demonstrated to South East Water, that it is unable to limit the concentration of Boron (as B) to the concentration specified in Column 4 using commonly available waste minimisation technology to the best extent practicable, the occupier may discharge trade waste containing boron in a concentration no greater than 100 mg/litre.
- (f) Where the Customer has demonstrated to South East Water, that it is unable to limit the concentration of Manganese (as Mn) to the concentration specified in Column 4 using commonly available waste minimisation technology to the best extent practicable, the Customer may discharge trade waste containing Manganese in a concentration no greater than 100 mg/litre.

TABLE A

Column 1 Element	Column 2 grams/day	Column 3 grams/day	Column 4 mg/l
Arsenic			1
Boron as B			25
Barium			150
Beryllium			30
Cadmium	0.4	20	2
Chromium	100	5000	10
Cobalt			10
Copper	100	5000	10
Iron	2000	100000	100
Lead	100	5000	10
Manganese			10
Mercury	0.2	10	1
Molybdenum			10
Nickel	10	500	10
Selenium			10
Silver*	0.2	50	5
Thallium			20
Tin			10
Uranium (238)			30
Zinc	200	15000	10

* based on analysis using digestion with aqua regia.

3.2.6 Halogens and Halides

The Customer must not discharge trade waste containing a substance listed in Table B with a concentration greater than is listed for that substance.

TABLE B

Substances	Maximum Allowable Concentration Milligrams per litre
Bromine (expressed as Br ₂)	5
Chlorine (expressed as Cl ₂)	5
Fluoride	30
Iodine (expressed I ₂) in	5

3.2.7 Cyanide

The Customer must not discharge trade waste containing a cyanide concentration greater than 10 mg/litre.

3.2.8 Inhibitory Chemicals

- (a) The Customer must not discharge any trade waste which, when diluted to a 5% solution with sewage, would inhibit the microbiological sewage treatment process applicable to that trade waste by more than 20%.
- (b) South East Water must determine the microbiological sewage treatment process referred to in sub-paragraph (a).

3.2.9 Organic Acids

The Customer must not discharge trade waste containing total phenoxyacetic acids and chemical derivatives (expressed as phenoxyacetic acid) at a concentration greater than 1,000 mg/litre.

3.2.10 Phenolic Substances

The Customer must not discharge trade waste containing a substance listed in Table C with a concentration greater than is listed for that substance.

TABLE C

Substances	Maximum Allowable Concentration Milligrams per litre
Sum of phenol, monochlorophenol, dichlorophenol and their isomers	300
Trichlorophenol	50
Tetrachlorophenols	5
Pentachlorophenol	5

3.2.11 Aldehydes and Ketones

The Customer must not discharge trade waste containing a substance listed in Table D with a concentration greater than is listed for that substance.

TABLE D

Substance	Maximum Allowable Concentration Milligram per litre
Acetone	50
Acrolein	0.1
Formaldehyde (expressed as HCHO)	200

3.2.12 Nitriles

The Customer must not discharge trade waste containing acrylonitrile at a concentration greater than 1.0 mg/litre.

3.2.13 Mononuclear Aromatic Hydrocarbons

The Customer must not discharge trade waste containing a mononuclear aromatic hydrocarbon listed in Table E in a concentration greater than is listed for the substance.

TABLE E

Substance	Maximum Allowable Concentration Milligrams per litre
Benzene	1.0
Cumene	3.0
2,4 Dinitrotoluene	10.0
2, 6 Dinitrotoluene	10.0
Ethylbenzene	2.0
Nitrotoluene	5.0
Styrene	2.0
Toluene	2.0
Total Xylenes	2.0

3.2.14 Halogenated Aliphatic Hydrocarbons

The Customer must not discharge trade waste containing a halogenated aliphatic hydrocarbon listed in Table F in a concentration greater than is listed for that substance.

TABLE F

Substance	Maximum Allowable Concentration Milligrams per litre
1,2 Dichloroethane	5.0
1,1,1 Trichloroethane	3.0
1,1,2 Trichloroethane	3.0
1,1,2,2 Tetrachloroethane	2.0
Hexachloroethane	1.0
Chloromethane (Vinyl Chloride Monomer)	0.5
1,2 Dichloroethylene	5.0
Trichloroethylene	1.0
Tetrachloroethylene	1.0
Carbon Tetrachloride	1.0
Methylene Chloride	5.0
Methyl Chloride	1.0µg/l
Methyl Bromide	1.0µg/l
Trichloromethane (Chloroform)	1.0
Bromodichloromethane	1.0
Trichlorofluoromethane	1.0
Dichlorodifluoromethane	1.0
Chlorodibromomethane	5.0
1,1 Dichloropropane	5.0
1,2 Dichloropropane	5.0
1,3 Dichloropropane	1.0µg/l
Hexachlorobutadiene	1.0µg/l

3.2.15 Aliphatic Hydrocarbons

The Customer must not discharge trade waste containing aliphatic hydrocarbons C6 to C9 at a concentration greater than 1.0 mg/litre.

3.2.16 Esters

The Customer must not discharge trade waste containing a substance listed in Table G in a concentration greater than is listed for that substance.

TABLE G

Substance	Maximum Allowable Concentration Milligrams per litre
Ethyl Acrylate	1.5
Methyl Methacrylate	30.0

3.2.17 Ethers

The Customer must not discharge trade waste containing diethylene glycol monobutyl ether (butyl carbitol) in a concentration greater than 2,000 mg/litre.

3.2.18 Other Organics

The Customer must not discharge trade waste containing a substance listed in Table H with a concentration greater than is listed for that substance.

TABLE H

Substance	Maximum Allowable Concentration Milligrams per litre
Glyphosate	10
Trifluralin	10
Epichlorohydrin	0.3

3.2.19 Persistent Organochlorine Pesticides

- (a) The Customer must not discharge trade waste containing persistent organochlorine pesticides, except in accordance with this paragraph.
- (b) Customer must not discharge trade waste containing pesticides listed in Table I in a concentration greater than is listed for that pesticide.

TABLE I

Pesticide	Maximum Allowable Concentration Milligrams per litre
Aldrin	0.001
Chlordane	0.006
DDT	0.003
Dieldrin	0.001
Heptachlor	0.003
Lindane	0.100

3.2.20 Halogenated Aromatic Hydrocarbons

- (a) The Customer must not discharge trade waste containing halogenated aromatic hydrocarbons, except in accordance with this paragraph.
- (b) The Customer must not discharge trade waste containing a substance listed in Table J in a concentration greater than is listed for that substance.

TABLE J

Substance	Maximum Allowable Concentration Milligrams per litre
Polychlorinated Biphenyls (PCB's)	0.002
Polybrominated Biphenyls (PBB's)	0.002

3.2.21 Chlorodibenzo-p-dioxins and Chlorodibenzo-furans

- (a) The Customer must not discharge any trade waste containing any of the full range of chlorodibenzo-p-dioxin and chlorodibenzo-furan congeners, except in accordance with this paragraph.
- (b) Subject to sub-paragraphs (c), (d) and (e), the Customer must not discharge trade waste containing any of the full range of chlorodibenzo-p-dioxin and chlorodibenzo-furan congeners in a concentration greater than the NATO total toxic equivalent of 40.0ng/l.
- (c) Notwithstanding sub-paragraph (b), South East Water may at any time in writing require the Customer not to discharge any trade waste containing any of the full range of chlorodibenzo-p-dioxin and chlorodibenzo-furan congeners in a concentration greater than the NATO total toxic equivalent of 20.0 ng/l.
- (d) Subject to sub-paragraph (e), the Customer must not discharge trade waste containing any 2,3,7,8 tetrachlorodibenzo-p-dioxin congeners in a concentration greater than the NATO toxic equivalent of 20.0 ng/l.
- (e) Notwithstanding sub-paragraph (d), South East Water may at any time require the Customer not to discharge any 2,3,7,8 tetrachlorodibenzo-p-dioxin congeners in a concentration greater than the NATO total toxic equivalent of 5.0 ng/l.

3.2.22 Headspace Air

The Customer must not discharge trade waste to a sewer which, at the nearest point of the sewer accessible by humans from the point of discharge, in any respect fails to comply with every relevant Work Safe Australia Exposure Standard relating to short term exposure levels.

3.2.23 Other Substances

A Customer must not discharge trade waste containing any substance not otherwise mentioned in this Schedule:

- (a) In a concentration no greater than 1µg/L;
- (b) Where the discharge or release of which to any element of the environment is restricted or prohibited by any legislation applying in Victoria; and
- (c) In quantities of, or of a quality that, in the opinion of South East Water would or is reasonably likely to endanger human life, compromise the safety of a person or of the works, or significantly adversely affect the operation of a sewage treatment plant or any part of the environment.

Part 4 General Conditions

4.1 ACCEPTANCE OF TRADE WASTE

The Customer must only discharge, and South East Water must only accept, trade waste on the terms set out in this Agreement.

4.2 INSPECTIONS

4.2.1 Section 92 of the Act authorises South East Water to enter the Premises at any reasonable time, and at any time in an emergency:

- (a) to measure flows and take samples of trade waste; or
- (b) to inspect any works for conveying trade waste to a sewer.

4.2.2 South East Water, when entering the premises:

- (a) must not unreasonably delay or inconvenience the Customer's business; and
- (b) must comply with any reasonable directions of the Customer to ensure the health or safety of any person on the premises.

4.3 TEMPORARY SUSPENSION OF DISCHARGES

4.3.1 South East Water may, by written notice, require the Customer to cease discharging trade waste to a sewer.

4.3.2 South East Water may only give notice under sub-clause 4.3.1 when South East Water:

- (a) wishes to inspect, repair, maintain or close the sewer;
- (b) reasonably considers that continuing to discharge trade waste to the sewer is, or may be, reasonably likely to endanger human life, compromise the safety of any person or the works of any water business, or significantly adversely affect the operation of a sewage treatment plant or any part of the environment; or
- (c) is directed by Melbourne Water to stop the discharge to Melbourne Water's sewer.

4.3.3 Whenever South East Water gives notice to the Customer in circumstances referred to in paragraph 4.3.2(b), South East Water may, by further written notice to the Customer, make any amendment to this Agreement which South East Water considers necessary to prevent those circumstances recurring or similar circumstances arising, and this Agreement is amended accordingly.

4.3.4 The Customer must not resume discharging trade waste until South East Water notifies the Customer in writing that it may resume discharging.

4.3.5 Subject to the Customer complying with any amendment made under sub-clause 4.3.3, South East Water must notify the Customer that it may resume discharging, as soon as practicable.

4.4 CHANGES TO TRADE WASTE DISCHARGES

4.4.1 The Customer must notify South East Water in writing whenever the Customer becomes aware of any change or proposed change to a characteristic, or the volume or rate of flow, of trade waste discharged to a sewer from the premises.

4.4.2 Subject to clause 4.4.3, whenever the Customer proposes a change referred to in sub-clause 4.4.1:

- (a) the Customer must give South East Water written notice at least 30 days before the change occurs;
- (b) South East Water must notify the Customer in writing of any amendment which South East Water requires to this Agreement, because of the proposed change;
- (c) South East Water will advise of any additional charges that may be levied particularly with respect to area contributions, to reflect the cost of additional demands placed on the sewerage network; and
- (d) the Agreement, as amended, takes effect from the date upon which South East Water gives the Customer notice of the amendment.

4.4.3 South East Water may only require an amendment under paragraph 4.4.2(b) if South East Water:

- (a) reasonably considers that continuing to discharge trade waste to the sewer is likely to endanger human life, compromise the safety of any person or the works of any water business, or significantly adversely affect the operation of a sewage treatment plant or any part of the environment; and
- (b) has previously consulted with the Customer about the proposed amendment.

4.5 NOTICE OF DANGEROUS EVENTS

The Customer must notify South East Water within half an hour after becoming aware of any event relating to trade waste which:

- (a) does or may give rise to a breach of this Agreement; or
- (b) is reasonably likely to endanger human life, compromise the safety of a person or the works of any water business, or significantly adversely affect the operation of a sewage treatment plant or any part of the environment.

4.6 INDEMNITY

The Customer indemnifies South East Water against any damage, loss, penalty, cost or expense incurred by South East Water as a direct or indirect result of the Customer failing to comply with any provision of this Agreement, except to the extent that the damage, loss, penalty, cost or expense is caused by an act or omission of South East Water.

4.7 TRADE WASTE CHARGES

- 4.7.1** 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 are specified in an invoice duly given by South East Water by the date there set out.
- 4.7.2** The Customer is not liable to pay charges for any period when the Customer is required to stop discharging trade waste under sub-clause 4.3.
- 4.7.3** South East Water may charge interest at the interest rate on any amount payable by the Customer under this Agreement, calculated from the day after the due date until the day on which payment is made in full.

[Note: Under clause 4.10, this Agreement can be terminated if trade waste charges are not paid as required by this Agreement.]

4.8 OTHER CHARGES

- 4.8.1** Nothing in this Agreement limits the rights of South East Water to require the Customer or the owner of the Premises to pay any other charges which may be imposed by South East Water at law pursuant to the Act.

4.9 AMENDMENT

This Agreement may be amended:

- (a) in accordance with sub-clauses 4.3.3 or 4.4.3; or
- (b) by the parties, in writing.

4.10 BREACH

- 4.10.1** Regulation 22 of the Water Industry Regulations 2006 empowers South East Water to give written notice to the Customer setting out:

- (a) any condition of this Agreement which South East Water considers has not been complied with;
- (b) why South East Water considers that the condition has not been complied with; and
- (c) a date by which the Customer must comply with the condition.

- 4.10.2** Regulation 22(2) requires the Customer to comply with any condition mentioned in the notice by the date specified in the notice to South East Water's satisfaction.

- 4.10.3** Regulation 22(3) provides that if South East Water considers the Customer has not complied with any condition referred to in a notice:

- (a) by the date specified in the notice; or
- (b) 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 Agreement automatically terminates at midnight on the date on which the notice is served.

4.11 TERMINATION

- 4.11.1** This Agreement terminates:

- (a) in the circumstances set out in sub-clause 4.10.3;

- (b) upon the expiration of 90 days' written notice given by South East Water;
- (c) upon the expiration of 30 days' notice given by the Customer;
- (d) if the parties so agree in writing;
- (e) upon the expiration of the term set out in clause 1.3; or
- (f) if South East Water ceases to hold a water and sewerage licence under the *Water Industry Act 1995* for the area where the Premises are situated.

4.11.2 Upon termination, the Customer must:

- (a) cease discharging trade waste to a sewer;
- (b) disconnect any equipment used to discharge trade waste to a sewer; and
- (c) rectify any damage caused to a sewer because of the disconnection.

4.12 DISPUTE RESOLUTION

4.12.1 If any difference or dispute arises between the parties about:

- (a) the meaning or application of; or
- (b) any amendment required by South East Water under sub-clause 4.4.3. to

Part 2 or 3 of this Agreement, either party may give written notice to the other requiring the matter to be determined by the panel.

4.12.2 The panel consists of:

- (a) the Chief Executive Officer of the Customer; and
- (b) the Managing Director of South East Water.

4.12.3 The panel must meet to consider the difference or dispute within 21 days of it being referred to the panel.

4.12.4 A decision of the panel must be unanimous.

4.12.5 If the panel cannot agree, the difference or dispute must be referred to an expert referee who must decide the matter.

4.12.6 The expert referee is a person or persons:

- (a) nominated jointly by the parties; or
- (b) nominated by the Chairperson of Melbourne Water's Trade Waste Advisory Committee.

4.13 NO ASSIGNMENT

A party may not assign any of its rights or obligations under this Agreement.

4.14 NOTICES

- 4.14.1** Subject to sub-clause 4.14.3 notice, consent or other communication under this Agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received three working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and legible form.
- 4.14.2** A person's address and fax number are those set out in sub-clause 1.2, or as the person notifies the sender.
- 4.14.3** South East Water may also give an effective notice, consent or other communication to the Customer under this Agreement by leaving it at the Premises.

4.15 GENERAL

4.15.1 Governing Law

This document is governed by the law in force in Victoria.

4.15.2 Giving Effect to this Agreement

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this Agreement.

4.15.3 Waiver of Rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of a right;
- (b) a waiver of a right on one or more occasion does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

4.15.4 Operation of this Agreement

This document contains the entire Agreement between the parties about its subject matter. Any previous understanding, Agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.

4.15.5 Operation of Indemnities

- (a) An indemnity in this Agreement survives the expiration or termination of this Agreement.
- (b) A party may recover a payment under an indemnity in this Agreement before it makes any payment in respect of which the indemnity is given.

4.15.6 Consent

Where this Agreement contemplates that South East Water may agree or consent to something (however it is described), South East Water may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and

(b) agree or consent subject to conditions;

but must do so reasonably, unless this Agreement expressly contemplates otherwise.

4.16 INTERPRETATION

4.16.1 Definitions

The following definitions apply in this Agreement.

"Act" means the Water Industry Act 1994.

"GST" means any consumption tax imposed by a Commonwealth Act, whether at the point of sale or upon some other specified occurrence, by whatever name, which operates during the term of this Agreement and includes a goods-and-services tax, a broad based consumption or indirect tax and a value-added tax.

"interest rate" means the rate from time to time prescribed under the Penalty Interest Rates Act 1983, plus 2%.

"Melbourne Water" means the Melbourne Water Corporation.

"sewer" means a sewer belonging to, or under the control of, either South East Water or Melbourne Water.

"Regulations" means the Water Industry Regulations 2006 and "Regulation" means a provision of those Regulations.

"water business" means a water and sewerage licensee under the Act and Melbourne Water.

4.16.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document or Agreement, or a provision of a document or Agreement, is to that document, Agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document includes any employee or contractor of, or any person authorised by, a party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other gender.

(d) If a word is defined, another part of speech has a corresponding meaning.

- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) Any site plan annexed to this Agreement is part of this Agreement.

SAMPLE

Part 5 EXECUTED

EXECUTED as an Agreement, this day of 20 .

SIGNED for and on behalf of by its authorised representative in the presence of:

Signature of Director / Secretary

Print Name

Signature of witness

Print Name

SIGNED for and on behalf of **SOUTH EAST WATER** by its authorised representative in the presence of:

Authorised Representative

Print Name

Signature of witness

Print Name

