
Trade Waste Consent

**<Customer Name>
<ABN>**

AND

SOUTH EAST WATER CORPORATION

**Trade Waste Number : #
Reference Number : #**

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Part 1 CRITICAL DETAILS

South East Water Corporation agrees to accept trade waste discharge for <activities> and vehicle engine washing from the Premises to sewer, subject to the requirements contained in this Consent. This discharge will be received and treated at the <Name> Treatment Plant.

This Consent will be taken to be a trade waste agreement for the purposes of the Act.

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

1.1 PREMISES

<Address>

1.2 PARTIES

The Customer

Contact Details:

South East Water Corporation

Manager Trade Waste
Postal Address: PO Box 2268, Seaford VIC 3198
Telephone: 1300 634 712 (working hours)
Telephone: 132 812 (after hours)
Email: tradewaste@sew.com.au

1.3 TERM

From <date>.

1.4 EXECUTED

Executed by South East Water Corporation by way of consent to the terms and conditions of this Consent dated <date>.

EXECUTED on behalf of **SOUTH EAST WATER CORPORATION** by its duly authorised officer.

)
)
)
)
)

Name (printed):

Part 2 SPECIAL REQUIREMENTS FOR THIS CONSENT

2.1 RATES OF DISCHARGE

The Customer must not discharge:

- (a) more than # kilolitres of trade waste per day; and
- (b) trade waste at a greater:
 - (i) volume than # litres per hour; and
 - (ii) rate than # 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 Consent can be terminated if the Customer does not comply with this or any other requirement of this Consent.]

2.3 SAMPLING POINTS

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

Sampling Point	Code
<Apparatus>	<Apparatus code>

2.4 ANALYSIS

- 2.4.1** Every sample taken by either party pursuant to this Consent 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.

2.6 WASTE MANAGEMENT PLAN

- 2.6.1** 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.

2.7 TREATMENT APPARATUS

- 2.7.1** The Customer must install and operate the treatment apparatus set out in the following table and maintain it in good working order:

Apparatus	Ident	Minimum Capacity	Pump out Frequency
<Apparatus>	#	# litres	# months

- 2.7.2** South East Water may, at any time, direct the Customer to upgrade, retrofit, or replace existing treatment apparatus where in South East Water's opinion:
- (a) the treatment apparatus does not meet accepted standard sizing guidelines and criteria or standard drawings and specifications;
 - (b) discharge compliance cannot be demonstrated in a sustainable and regular manner; or
 - (c) changes occur in the constituents, volume and/or frequency of discharge to the sewer.
- 2.7.3** South East Water does not give any warranty or accept any liability in respect of the performance of any treatment apparatus or in respect of the ability of the treatment apparatus to ensure compliance with Part 3 of this Consent.
- 2.7.4** 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 must be in accordance with the Environment Protection Act 2017. The Customer must allow South East Water to inspect all waste transport certificates for prescribed waste removed, upon request.
- 2.7.5** The Customer shall ensure copies of the relevant documentation regarding the pump out of the Petrol and Oil Interceptor is sent to South East Water within 24 hours of the pump out.
- 2.7.6** The Customer must notify South East Water in writing of any changes/alterations made to the treatment apparatus.
- 2.7.7** The Customer must maintain document procedures clearly detailing how the Treatment Apparatus is operated and maintained and give a copy to South East Water within 24 hours upon request.

Part 3 ACCEPTANCE CRITERIA

The nature and levels of the characteristics of trade waste discharged pursuant to this Consent must at all times comply with the provisions of the Acceptance Criteria outlined below.

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 15^o 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 Radiation Regulations 2017, 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:

- (a) total mass load of TKN exceeding 788 kg/day (expressed as N) unless its concentration is no greater than 500 mg/L; and
- (b) concentration of ammonia, plus ammoniacal ion (expressed as N), greater than
 - (i) 50 mg/litre; or
 - 200 mg/litre if the pH is within the restricted range 6.0 to 8.0

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 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
Total phenoxyacetic acids	1,000
Acetic Acid	1,085
Acrylic Acid	1,015

3.2.10 Phenolic Substances

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

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 E with a concentration greater than is listed for that substance.

TABLE E

Substance	Maximum Allowable Concentration Milligram per litre
Acetone	380

Acrolein	0.1
Formaldehyde (expressed as HCHO)	200
Methyl Ethyl Ketone (MEK, 2-butanone)	90
Methyl Isobutyl Ketone (MIBK)	6.1

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 Aromatic Hydrocarbons

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

TABLE F

Substance	Maximum Allowable Concentration Milligrams per litre
Mononuclear Aromatic Hydrocarbons	
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
1,3 Dinitrobenzene	0.34
Polynuclear Aromatic Hydrocarbons	
Acenaphthene	0.016
Naphthalene	1.3

3.2.14 Halogenated Aliphatic Hydrocarbons

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

TABLE G

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	1.0 µg/l
Methyl Bromide	1.0 µg/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	1.0 µg/l
Hexachlorobutadiene	1.0 µg/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 H in a concentration greater than is listed for that substance.

TABLE H

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 a substance listed in Table I in a concentration greater than is listed for that substance.

TABLE I

Substance	Maximum Allowable Concentration Milligrams per litre
Diethylene glycol monobutyl ether (butyl carbitol)	2,000
2-Butoxyethanol	295
Tetrahydrofuran	75

3.2.18 Other Organics

The Customer must not discharge trade waste containing Epichlorohydrin at a concentration greater than 3.9 mg/litre.

3.2.19 Pesticides and Herbicides

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
Organochlorine Pesticides	
Aldrin	0.001
Chlordane	0.006
DDT	0.003
Dieldrin	0.001

Heptachlor	0.003
Lindane	0.100
Herbicides	
Glyphosate	10
Trifluralin	10

3.2.20 Halogenated Aromatic Hydrocarbons

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

TABLE K

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

3.2.21 Alcohols

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

TABLE L

Substance	Maximum Allowable Concentration Milligrams per litre
2-Ethyl Hexanol	155
Allyl Alcohol (2-Propoen-1-ol)	9.1
Ethanol	3,765
Ethylene Glycol	4,000
Isobutanol	140
Isopropanol	1,155
Methanol	615
Propylene Glycol	4,000

3.2.22 Chlorodibenzo-p-dioxins and Chlorodibenzo-furans

- 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.
- 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.
- 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.
- 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.

3.2.23 Other Substances

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

- (a) In a concentration 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; or
- (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.

3.2.24 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 Safe Work Australia Exposure Standard relating to time weighted average exposure standard (TWA).

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 Consent.

4.2 INSPECTIONS

4.2.1 Section 177 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 :
 - (i) the Customer is in breach of any of its obligations under this Consent; or
 - (ii) 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:

- (a) require the Customer, or the owner of any property in relation to which the contravention occurs, to take any action specified in the notice, within the time specified in the notice, to remedy the contravention; and/or
- (b) pursuant to such notice, make any amendment to this Consent which

South East Water considers necessary to prevent those circumstances recurring or similar circumstances arising, and this Consent 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 Consent, 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 Consent, 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 Consent; 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 Consent, 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. South East Water's Trade Waste Charges are available on the website www.southeastwater.com.au.
- 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 Consent, calculated from the day after the due date until the day on which payment is made in full.

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

4.8 OTHER CHARGES

- 4.8.1** Nothing in this Consent 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 Consent may be amended:

- (a) in accordance with sub-clauses 4.4.2;
- (b) by 30 days' written notice given by South East Water to the Customer; or
- (c) by the parties, in writing.

4.10 BREACH

- 4.10.1** If South East Water considers that the Customer is in breach of any of its obligations under this Consent, it may, without prejudice to its rights under section 151 of the Water Act 1989 (as set out in clause 4.10.2 below), provide one or more notices to the Customer which require the Customer to rectify the breach within the period of time set out in the notice.
- 4.10.2** Section 151 (1) of the Water Act 1989 empowers South East Water to give written notice to the Customer if the Customer contravenes:
- (a) the Water Act 1989, the regulations or South East Water's by-laws;
 - (b) a requirement made by South East Water under the Water Act 1989;
 - (c) a condition of this Consent which South East Water considers is a license issued under the Water Act 1989; or
 - (d) a prescription of an approved management plan for a water supply protection area

requiring the Customer, or the owner of any property in relation to which the contravention occurs, to take any action specified in the notice, within the time specified in the notice, to remedy the contravention

4.10.3 Section 151(2) of the Water Act 1989 requires the Customer to comply with the notice by the date specified in the notice, or any longer time allowed by South East Water.

4.10.4 Section 151(3) provides that if the notice is not complied with within the time specified or any longer time allowed, South East Water may;

- (a) carry out works and take any other action it decides is necessary to remedy the contravention, and recover costs,
- (b) remove or disconnect any service to the property in relation to which the contravention occurs, and recover costs, and
- (c) apply to a court for an injunction restraining the person on whom the notice was served from contravening the notice.

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.

4.11 TERMINATION

4.11.1 This Consent terminates:

- (a) upon notice by South East Water, in the circumstances where sub-clause 4.10.4 applies;
- (b) upon the expiration of 30 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) in the circumstances where a notice given to the Customer under sub-clause 4.3.3 is not complied with within the time specified or any longer time allowed; or
- (f) upon the expiration of the term set out in clause 1.3.

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

South East Water will comply with its Complaints and Dispute Resolution Procedure and the terms of the Trade Waste Consent in dealing with any complaints made by the Customer or any dispute arising from the Trade Waste Consent.

South East Water's Complaints and Dispute Resolution Procedure is available on its website southeastwater.com.au.

Where a complaint escalates beyond South East Water's Complaints and Dispute Resolution Procedure and relates to technical or economic aspects of Trade Waste management South East Water will:

- with consent from the Customer, engage the services of an independent expert or mediator to help resolve the complaint; and
- advise the Customer that it may request that the Essential Services Commission consider whether the water business has complied with the Trade Waste Code, the Customer Service Code or South East Water's price determination.

4.13 NO ASSIGNMENT

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

4.14 NOTICES

- 4.14.1** Subject to sub-clause 4.14.3 notice, consent or other communication under this Consent 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 Consent 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 Consent

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 Consent.

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 Consent

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

4.15.5 Operation of Indemnities

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

4.15.6 Consent

Where this Consent 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 Consent expressly contemplates otherwise.

4.16 INTERPRETATION

4.16.1 Definitions

The following definitions apply in this Consent.

"Act" means the Water Act 1989.

"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 Consent 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.

"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 Consent, or a provision of a document or Consent, is to that document, Consent 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 Consent is part of this Consent.

4.17 PRIVACY

In giving effect to this Consent, the parties acknowledge that South East Water will collect and retain personal information relating to the Occupier.

In carrying out our statutory functions of planning for, providing, managing and operating water supply and sewerage systems, including water and biosolid recycling programs, we may share information with our officers and contractors, with Melbourne Water, other bodies exercising powers under the Water Act 1989, the Water (General) Amendment Regulations 2025, the Environment and Protection Act 2017, the Local Government Act 1989 and other government agencies.

We will ask for your permission prior to sharing information which may identify you or your business with any person other than those mentioned above.

For a copy of South East Water's privacy charter which describes in more detail how personal information may be used, or details on how to access your personal information, please visit southeastwater.com.au/privacy or contact 131 694.

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