

Terms & Conditions

Associated with City West Water's Trade Waste Consents

FOREWORD

The terms and conditions below apply to all of City West Water's trade waste consents and agreements.

Some trade waste customers enter into a trade waste consent or agreement which includes these terms and conditions as well as specific requirements applicable to their business. Specific requirements are contained in the Occupier's Letter of Consent.

This document sets out for the Occupier, the terms and conditions that apply upon the Occupier:

- receiving a letter of consent, and
- discharging trade waste into City West Water's sewer, and/or
- paying applicable fees associated with a City West Water trade waste application and consent or agreement.

These terms and conditions should be read in conjunction with the site specific terms and conditions outlined in the Occupier's Letter of Consent.

For the purposes of this document the terms agreement and consent are interchangeable.

TERMS & CONDITIONS

1. PURPOSES

The purposes of this agreement are -

- (a) to set out terms upon which the Occupier may discharge trade waste from its land (the "land") to CWW's sewers; and
- (b) to acknowledge that CWW will not receive trade waste which may -
 - (i) threaten the health and safety of people working in or near sewers, or in treatment plants, or threaten the health and safety of the public;
 - (ii) corrode, block or damage sewers, leading to sewer overflows or collapse, or other adverse environmental impacts;
 - (iii) inhibit sewage treatment processes or reduce their effectiveness;
 - (iv) prevent effluent from treatment plants complying with Environment Protection Authority discharge licences;
 - (v) reduce or restrict opportunities to reuse treated effluent or sludge.
- (c) to acknowledge that, in addition to the contractual remedies available to CWW if the Occupier is in breach of this Agreement, the Occupier would be committing an offence under section 178 of the Act if it discharged trade waste into CWW sewers, except in accordance with this agreement;
- (d) to acknowledge that, in addition to the remedies available to CWW if the Occupier is in breach of this agreement, section 151 of the Act sets out statutory remedies available to CWW if the Occupier does not cease discharging trade waste into CWW's sewer after CWW issues a notice of contravention to the Occupier under that section.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this agreement, unless the context otherwise requires –

"**Act**" means the Water Act 1989 (Vic);

"**CWW Representative**" means the person authorised to perform a designated function or exercise a designated power on behalf of CWW under this agreement, either generally or in a particular case.

"**CWW**" means City West Water Corporation

"**Composite Sample**" means a flow-weighted sample created by compositing a range of samples taken over a designated time period.

"**Customer Charter**" means the CWW Customer Charter published on CWW's website.

"**Customer Service Code**" means the Customer Service Code, Urban Water Businesses and published on ESC's website at www.esc.vic.gov.au/water

"**Discharge Acceptance Point**" means the physical point at which CWW deems trade waste discharged from the land to enter CWW's sewer.

"**ESC**" means the Essential Services Commission.

"**Grab Sample**" means an instantaneous sample of trade waste.

"**Regulations**" means the Water (Trade Waste) Regulations 2014 (Vic);

"**Sewer**" means a sewer or drain vested in, or under the control of, CWW;

"**Trade Waste Customer Charter**" means the CWW Trade Waste Customer Charter as approved by the ESC and published on CWW's website at www.citywestwater.com.au

"**Trade Waste Customer Service Code**" means the Trade Waste Customer Service Code - Victorian Urban Water Businesses and published on ESC's website at www.esc.vic.gov.au/water

2.2 Interpretation

In this agreement, unless the context otherwise requires –

- (a) a reference to any legislation includes any subordinate legislation and its consolidations, amendments, re-enactments or replacements;
- (b) a reference to a document or a provision of a document is to that document or provision as amended, supplemented, replaced or novated;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, corporation, partnership, joint venture, unincorporated association and public authority;
- (e) a reference to a clause or schedule is to a clause of, or schedule to, this agreement;
- (f) a schedule forms part of this agreement;
- (g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (h) words and phrases have the same meaning as in the Regulations.

2.3 Headings are for convenience only and do not affect interpretation.

2.4 In interpreting this agreement, a construction that would promote the purpose or object underlying the agreement must be preferred to a construction that would not promote that purpose or object.

2.5 A party, or the CWW Representative, may give conditionally or unconditionally or withhold approval or consent, or form an opinion, in its, his or her absolute discretion, but must do so reasonably, unless this agreement expressly provides otherwise.

2.6 Nothing in this agreement detracts in any way from any power conferred on CWW by or under the Act.

3. OCCUPIER'S RIGHTS

3.1 To Discharge Trade Waste

The Occupier may discharge trade waste that complies with, and in accordance with, this agreement.

3.2 To Discharge Other Trade Waste

The Occupier may, from time to time, discharge trade waste that is not allowed to be discharged under this agreement from its land to CWW's sewers on terms approved **To Comply with Laws**

3.3 The Occupier must comply with all laws relevant to the Occupier's discharge of trade waste including the Act, this agreement and the Regulations.

3.4 Not to Discharge Certain Trade Waste

Subject to clause 3.1 and 3.2, the Occupier must not discharge anything to CWW's sewer which may have an effect referred to in clause 1(b).

3.5 To Allow Inspection

The Occupier acknowledges that, pursuant to section 177 of the Act, the Occupier must allow any CWW Representative access to the land at any reasonable time, but in an emergency at any time, to -

- (a) measure trade waste flows; or
- (b) take trade waste samples; or
- (c) inspect fittings and works.

The Occupier must also allow a CWW Representative access to the land at any reasonable time, but in an emergency at any time, to inspect records and logs.

3.6 To Cease Discharges Temporarily

Upon receiving written notice from a CWW Representative that -

- (a) CWW reasonably needs to examine, repair, alter, maintain or close down a sewer receiving trade waste from the land; or
- (b) the CWW Representative reasonably considers that continued discharge of trade waste by the Occupier may have an effect referred to in clause 1(b),

the Occupier must cease discharging trade waste or reduce or limit the rate of discharge, as directed by CWW, from the time specified in the direction and must not resume discharging trade waste until notified in writing by the CWW Representative.

In an emergency, notice under this subclause may be given by telephone or email, followed by written confirmation.

3.7 To Notify CWW of Events

- (a) The Occupier must notify a CWW Representative by telephone as soon as possible and within half an hour of discovery, of any event relating to the discharge of trade waste under this agreement, which may cause -
 - (i) a breach of this agreement; or
 - (ii) any effect referred to in clause 1(b).
- (b) The Occupier must also notify a CWW Representative of any breach by it of this agreement -
 - (i) by telephone on **13 26 42**; and
 - (ii) in writing, within seven days after the breach, including an explanation for the breach and a proposed course of action to prevent its recurrence.
- (c) The Occupier must notify a CWW Representative in writing as soon as the Occupier is aware of any change, or anything which may cause a change, to the nature or volume of trade waste discharged from the land, or to the rate at which it is discharged.

3.8 To Make Good Damage and Meet CWW's Costs

The Occupier must meet CWW's reasonable costs of -

- (a) inspecting any sewer for damage caused by the Occupier discharging trade waste in breach of this agreement and of repairing any such damage;
- (b) sampling and analysing trade waste under clause 4.6;
- (c) monitoring, sampling and analysing trade waste discharged by the Occupier to determine whether the Occupier is complying with this Agreement or has complied with any notice of contravention issued under section 151 of the Act; and
- (d) carrying out any works and taking any other action necessary to remedy a contravention, or to disconnect the land from CWW's sewer, in accordance with section 151(3)(a) or (b) of the Act.

3.9 To Observe Technical Requirements

- (a) The Occupier must take all reasonable measures to contain spills on the land and prevent them entering CWW's sewer.
- (b) The Occupier must not allow any stormwater run-off or any corrosive, toxic, flammable or explosive material to enter CWW's sewer.

3.10 Photographic Waste

The Occupier must not discharge spent photographic chemicals to CWW's sewer.

3.11 Cooling Towers

The Occupier may discharge waste from cooling towers on the land to CWW's sewer, in accordance with this clause.

- (a) The Occupier must not discharge -
 - (i) cooling tower basin sludge; or

- (ii) bleed-off water, at a rate greater than 1.00 litre per minute per 100 kilowatts capacity of the cooling tower.
- (b) The Occupier must ensure that applying any metal-based inhibitor to cooling tower water does not cause trade waste to exceed any level specified for the elements listed in Column 1 of Table A, at any sampling point, except in accordance with sub-clauses (i), (ii) and (iii) below:
 - (i) 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.
 - (ii) Where the daily mass load of any element discharged is either lower than the limit specified in Column 2 or greater than the limit specified in Column 3, the CWW Representative must determine the maximum concentration of that element which the Occupier may discharge.
 - (iii) 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.

TABLE A

Column 1 Element	Column 2 g/day	Column 3 g/day	Column 4 mg/L
Chromium	100	5,000	10
Copper	100	5,000	10
Nickel	10	500	10
Tin			10
Zinc	200	15,000	10

- (c) The Occupier must ensure the cooling towers are connected to the water supply system and property service drains for the land, in accordance with AS/NZS 3500.
- (d) If the Victorian Department of Health and Human Services requests the Occupier to perform an online disinfection of a cooling tower, or if the Occupier chooses to perform an online disinfection, which will result in a discharge to sewer, the Occupier must advise CWW by telephone on **13 26 42**, before disinfection occurs.

3.12 Fuel Filling Areas

The Occupier must ensure fuel filling areas:

- (a) are not connected to sewer
- (b) do not drain to sewer

Where a bund, or alternative installation, is in place to prevent fuel entering the sewer it must be maintained in good working condition and must not be directed to sewer.

3.13 Bunded Areas

The Occupier must operate bunded areas in accordance with this clause.

- (a) Bunded areas servicing fuel filling areas must not to be discharged to sewer.
- (b) No direct connection from bunded areas to sewer is permitted.
- (c) Discharge to sewer can occur via either -
 - (i) a manually operated pump with low level automatic pump shut off
 - (ii) a portable pump placed within the bunded area that is operated under supervision.

4. CWW's RIGHTS

4.1 To Have Access

CWW may have access to the land and records as set out in clause 3.5.

- 4.2 **To Issue Notices**
CWW may give any notice under this agreement to the Occupier.
- 4.3 **To Collect Amounts**
CWW may collect any amounts due under this agreement from the Occupier.
- 4.4 **To Refuse to Receive Certain Trade Waste**
CWW must not receive any trade waste under this agreement which it reasonably believes would have an effect referred to in clause 1(b).
- 4.5 **To Restrict or Stop Services**
CWW may restrict or stop the Occupier from discharging trade waste from the land to CWW's sewer whenever -
- (a) any amount payable is outstanding, after giving 7 days written notice to the Occupier of CWW's intention to restrict or stop the discharge because the amount is outstanding; or
 - (b) in the reasonable opinion of the CWW Representative, the Occupier is in breach of any provision of this agreement, the Act, the Regulations, or the Trade Waste Customer Charter.
- 4.6 **To Sample and Analyse Trade Waste**
- (a) CWW may sample and analyse any trade waste discharged by the Occupier in order to assess the quality, compliance status and verify the accuracy of any sampling or monitoring undertaken by the Occupier.
 - (b) In the light of any sampling or analysis under paragraph 4.6(a), CWW may –
 - (i) adjust the assessment values of any parameters for the purpose of calculating charges payable by the Occupier;
 - (ii) issue a notice of contravention to the Occupier under section 151(1)(b) of the Act.
5. **CWW's OBLIGATIONS**
- 5.1 **To Accept Trade Waste**
CWW must accept into its sewers trade waste discharged from the land under the terms of this agreement.
- 5.2 **To Comply with Laws**
CWW must comply with the Act, this agreement, the Regulations, the Customer Service Code and the Trade Waste Customer Service Code.
- 5.3 **To Maintain Equipment**
CWW must maintain the sewers required to receive trade waste under this agreement.
- 5.4 **To Advise the Occupier of Events**
Apart from its obligations under clause 3.6, CWW must notify the Occupier as soon as possible after it learns of anything which may interfere with the discharge of trade waste under this agreement or the terms on which it is discharged.
6. **DISPUTE RESOLUTION**
- (a) The parties agree to consult in good faith to implement this agreement.
 - (b) In this clause, "dispute" includes a complaint by the Occupier.
 - (c) In resolving any dispute between the parties, CWW will comply with -
 - (i) clause 3 of the Customer Service Code; and
 - (ii) clause 7 of the Trade Waste Customer Service Code.
7. **ASSIGNMENT**
A party cannot assign any of its rights under this agreement without the prior written consent of the other party.

8. INDEMNITIES

- (a) Each party indemnifies the other from any damage, liability, loss or expense suffered by the other, to the extent that it is a direct, natural and reasonable consequence of -
 - (i) any failure to implement, or breach of this agreement by the party; or
 - (ii) any negligent act of the party or of its agents.
- (b) An indemnity referred to in clause 8(a) does not include consequential loss.

9. AMENDMENTS OR VARIATIONS

- (a) If a party wishes to negotiate a change or addition to this agreement it may notify the other party in writing. The parties agree to negotiate in good faith, having regard to all the circumstances of the proposed change or addition.
- (b) Except for clauses 2 and 10, this agreement may be amended in writing signed by the parties.

10. FAILURE TO COMPLY WITH AGREEMENT TERMS

- (a) If CWW considers the Occupier has not complied with any term or condition of this agreement, CWW may issue a non-compliance notice or serve a notice of contravention on the Occupier under s151(1)(b) of the Act -
 - (i) setting out the condition that CWW considers has not been complied with;
 - (ii) setting out the reasons why CWW considers that the condition has not been complied with;
 - (iii) specifying any action which the Occupier must take in order to comply with the condition;
 - (iv) specifying the date by which the Occupier must comply with both the notice and the condition; and
 - (v) stating that CWW may terminate the agreement and remove the Occupier's trade waste connection if the Occupier does not comply by that date.
- (b) If CWW considers that the Occupier has not complied with a requirement set out in any notice of contravention served under clause 10(a) by the date specified in the notice, CWW may -
 - (i) serve written notice of on the Occupier, terminating this agreement; and
 - (ii) disconnect the Occupier's trade waste connection to the CWW sewer network under s151(3)(b) of the Act.
- (c) If CWW issues a notice under clause 10(b), the Occupier must pay to CWW -
 - (i) all outstanding charges and costs of CWW accrued at that date; and
 - (ii) CWW's reasonable costs in removing the Occupier's trade waste connection, as provided by section 151(3)(b) of the Act.

11. TERMINATION

- (a) This agreement will terminate:
 - (i) at the expiration of the term of this agreement, as determined under clause 2;
 - (ii) on the day specified by CWW in any notice issued to the Occupier under clause 10(b);
 - (iii) if the Occupier fails to comply with any other notice of contravention issued to the Occupier by CWW under section 151 of the Act within the time specified in the notice;
 - (iv) upon the expiration of 90 days' written notice of termination given by CWW;
 - (v) upon the expiration of 30 days' notice of termination given by the Occupier; or
 - (vi) if the parties so agree in writing.
- (b) Upon termination, the Occupier must, at the Occupier's cost -
 - (i) cease discharging trade waste to CWW's sewer;
 - (ii) disconnect any equipment used to discharge trade waste to CWW's sewer; and

- (iii) rectify any damage to CWW's sewer caused by the disconnection.
- (c) Following termination:
 - (i) the Occupier is not discharged from any of the obligations required to be satisfied or performed by, or on behalf of, the Occupier under this agreement; and
 - (ii) any employee of CWW may continue to exercise any power conferred by sections 133 or 177 of the Act or by clause 3.5 of this agreement to enter the Occupier's land; and
- (d) CWW reserves all of its rights under this agreement and at law.

12. **PRIVACY**

- (a) In giving effect to this agreement, the parties acknowledge that CWW will collect and retain personal information about the Occupier.
- (b) The Occupier acknowledges and agrees that CWW may provide personal information collected by it to other water corporations or to other government or regulatory bodies for the purpose of -
 - (i) ensuring the safe, effective and efficient operation, maintenance and improvement of the Melbourne metropolitan sewerage system; and
 - (ii) identifying and assessing opportunities to reuse wastewater and biosolids in the Melbourne metropolitan area.