AGREEMENT

Provision of trade waste services

between

Grampians Wimmera Mallee Region Water Corporation
("Corporation")

and

[insert Customer Name]
("Customer")

PARTICULARS OF AGREEMENT

Date of agreement day of 2026

1. TRADE WASTE AGREEMENT

This Agreement is dated xxxx

BETWEEN:

2. THE CORPORATION

and

THE CUSTOMER **[INSERT NAME]**
[INSERT ADDRESS] ABN [INSERT]

3. RECITALS/BACKGROUND

A The Customer has requested the Corporation to accept Trade Waste from the Customer's operations at the Premises.

B The Corporation has agreed to manage the Customer's Trade Waste under the terms of this Agreement in order to deal with the Trade Waste in an environmentally sound and cost effective manner.

C If the Customer is not the Owner of the Premises the Owner also executes this Agreement on the basis set out in this Agreement.

D If the Customer is the Owner of the Premises the Customer enters into this Agreement both in its capacity as Owner and as the Customer.

4. Definitions

1 In this Agreement the terms and words shall have the following meaning unless otherwise indicated, either expressly or by context.

1.1 "**Acceptance Criteria**" means the "Statement of Approved Acceptance Criteria for Trade Waste Discharge" adopted by the Corporation and, as applicable, approved by the ESC.

1.2 "**Act**" means the Water Act 1989 or any successor legislation.

1.3 "**Augmentation Works**" means any changes to, expansion of or works which have, will or may be, undertaken, to the Corporation's System, as provided in this Agreement.

1.4 "**Charges**" means any fees or charges levied by the Corporation in consideration of the Corporation for receiving, treating and otherwise dealing with Trade Waste from the Premises. The Charges include:

1.4.1 Usage Charges, New Customer Contributions, Augmentation Charges, Exceedance Charges, and any other fee or charges, as specified in Schedule 2;

1.4.2 any amounts payable by the Customer as specified in this Agreement; and

1.4.3 any other fee or charge relating to a service provided by the Corporation in relation to Trade Waste discharged from the Premises.

1.5 **"Confidential Information"** in relation to any person, means information which at any time is in the knowledge, possession or control of that person, or any subsidiary or agent of that person, relating to the business, assets, operations or affairs of that person, or any subsidiary of that person, which is confidential by its nature or which is or has been marked or otherwise specified by any means as being confidential, including information relating to:

1.5.1 information supplied in application material to the Corporation;

1.5.2 data, analysis or advice relating to operations at the Premises;

1.5.3 corporate or business development and expansion plan or strategy;

1.5.4 corporate or business structure;

1.5.5 financial, taxation and accounting matters;

1.5.6 any relationship or arrangement with any agent;

1.5.7 inventions, discoveries, trade secrets, knowhow, technology, techniques, processes, systems, information, data, formulae, ideas or concepts, whether or not reduced to material form, drawings, specifications, designs, plans, diagrams, models, and scientific, technical and product information;

1.5.8 customer information, Customer lists and Customer information proprietary to Customers;

1.5.9 agreements and arrangements with third parties, whether legally enforceable or otherwise; and

1.5.10 computer software and set-up, configuration and data files of computer software.

1.6 "**Corporation**" means Grampians Wimmera Mallee Water Corporation and includes its authorised agents, employees, contractors, successors and assigns.

1.7 "**Corporation System**" means all present and future assets, systems and infrastructure of the Corporation, including all pipelines, treatment plants, storage, pump stations, disposal or re-use facilities.

1.8 "**Customer**" means the party so recorded in the Schedule 1 and includes its authorised agents, employees and contractors.

1.9 "**Customer Specific Acceptance Criteria**" means criteria so described in Schedule 3, specific to the Customer and the discharge under this Agreement.

1.10 "**Customer's Works**" means any works undertaken by the Customer in accordance with clause 27.

1.11 "**Discharge Point**" means the point at which the Trade Waste is deemed to enter the Corporation's System as specified in Schedule 3.

1.12 "**EPA**" means the Victorian Environment Protection Authority

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

1.14 "**GST**" means the goods and services tax levied under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* or any other goods or services tax, value

added tax, consumption tax or tax of similar effect levied from time to time.

1.15 "**Non-Compliant**" means any Trade Waste that fails to meet the Acceptance Criteria or Customer Specific Acceptance Criteria.

1.16 "**Notice of Breach**" has the meaning so described in this Agreement.

1.17 "**Owner**" means the registered proprietor of the Premises and is the party so recorded in Schedule 1.

1.18 "**Premises**" means the land (and buildings and structures in or on that land) detailed in Schedule 1.

1.19 "**Price Determination**" means a determination of the ESC in relation to the Corporation pursuant to the Water Industry Regulatory Order 2003 issued pursuant to section 4D(1)(a) of the *Water Industry Act* 1994 as varied and in force from time to time or such replacement pricing regulation.

1.20 "**Regulatory Compliance**" means any action by the Corporation, including any additional works to the Corporation System that arises out of the Corporation's obligation to meet any new, increased or enhanced requirements associated with the Corporation's receipt, treatment and dealing with Trade Waste, imposed by the Environment Protection Authority, the ESC, or any other relevant government or regulatory body.

1.21 "**Security**" means the security provided by the Customer so detailed in this Agreement.

1.22 **"Special Condition"** means any Special Condition set out in Schedule 1.

1.23 "**Term**" means the term of this Agreement as set out in Schedule 1.

1.24 "**Trade Waste**" means the same as described in the Trade Waste Regulations.

1.25 "**Trade Waste Customer Charter**" means the Trade Waste Customer Charter adopted by the Corporation, approved by the ESC as revised, amended or replaced from time to time.

1.26 **Trade Waste Customer Service Code**" means the "Trade Waste Customer Service Code" made by the ESO pursuant to Section 4F of the *Water Industry Act 1994 (Vic)* in accordance with clause 15 of the Water Industry Regulation Order including, as revised, amended or replaced by the ESC from time to time.

1.27 "**Trade Waste Procedure**" means any procedure, adopted from time to time by the Corporation, or its authorised delegate on behalf of the Corporation, dealing with Trade Waste.

1.28 **"Trade Waste Regulations"** means *Water (Trade Waste) Regulations 2014*.

5. Trade Waste

2 The Customer may, in compliance with:

2.1 this Agreement;

2.2 the Act;

2.3 the Trade Waste Regulations, or any successor regulation;

2.4 the Trade Waste Procedure; and

2.5 any Special Condition set out in Schedule 1 of this Agreement,

discharge Trade Waste from the Premises to the Corporation's System at the Discharge Point.

6. Corporation Obligations

3 The Corporation must receive the Customer's Trade Waste, subject to the terms and conditions set out in this Agreement.

7. Trade Waste Procedure

4 Any Trade Waste Procedure adopted either before or after the commencement of this Agreement, is or will be incorporated in and form part of, this Agreement, on the following basis:

4.1 any right, power, duty, obligation or requirement expressed in that Trade Waste Procedure to apply to a customer, applies to the Customer as a term of this Agreement.

4.2 the Trade Waste Procedure may be varied from time to time by the Corporation (or its authorised delegate) in which case any such modified version, from the date of its formal adoption is substituted for the immediately preceding version, to form part of this Agreement.

4.3 any breach or failure to comply with the Trade Waste Procedure will constitute a breach of this Agreement.

8. Payment

5 The Customer must pay to the Corporation the Charges at the times and in the manner detailed in this Agreement.

6 Unless otherwise provided in this Agreement or otherwise agreed with the Corporation the Customer must pay the Charges within thirty (30) days of receiving an invoice in relation to same from the Corporation, provided further:

6.1 the Charges, payable by the Customer to the Corporation under this Agreement are expressed exclusive of GST; and

6.2 in addition to any Charges payable, the Customer must, to the extent permitted by law, pay to the Corporation a sum equivalent to the GST paid or payable, if any, by the Corporation in respect of that amount; and

6.3 the Corporation agrees to provide a tax invoice to enable the Customer to claim input tax credits in relation to any GST payable by the Customer.

9. Failure to Pay

7 Failure to pay any of the Charges within thirty (30) days from the date such payment is due shall result in interest being payable by the Customer on any amount outstanding from the date payment is due at the maximum rate of interest fixed by the Corporation from time to time and, as required, approved by the ESC.

8 The Customer as the Owner, or the Owner if not the Customer, acknowledges that any amount due to the Corporation by the Customer is a charge on the land including the Premises pursuant to section 274(4A) of the Act.

10. Charges

9 The Customer:

9.1 must pay to the Corporation the Charges calculated and payable in accordance with Schedule 2 of this Agreement;

9.2 acknowledges that the Charges may be varied as provided in Schedule 2 or as otherwise provided in this Agreement.

10 The Corporation may by notice to the Customer amend or impose additional Charges:

10.1 in accordance with the Price Determination including any increase pursuant to that Price Determination or a new Price Determination;

10.2 variations by on or behalf of the Corporation in accordance with the Act;

10.3 to meet or achieve Regulatory Compliance which has or will result in additional cost to the Corporation in accepting, treating or otherwise dealing with the Trade Waste received from the Premises;

10.4 for Augmentation Works occur as contemplated in this Agreement.

11 The Corporation must provide:

11.1 not less than 3 days' written notice to the Customer of any intention to amend the Charges specified in Schedule 2; provided,

11.2 in respect of Augmentation Charges, the notice period is as provided in clause 24.3.

12 In any case where the Trade Waste discharge or other action or inaction of the Customer:

12.1 adversely impacts or is likely to adversely impact upon, any part of the Corporation System through overloading or other cause;

12.2 causes or is likely to cause the Corporation to breach its EPA License;

12.3 causes or is likely to cause the Corporation to receive any notice or order from

EPA or other regulatory body requiring the Corporation to do works or take particular action;

12.4 results in the imposition, on the Corporation, of any additional fee, charge, penalty or other monetary amount through any regulatory process or legal proceeding;

the Customer must, as directed by the Corporation:

12.5 pay any additional costs incurred by the Corporation in:

12.5.1 adopting or seeking to adopt alternative methods of treatment and disposal necessary to achieve compliance with its EPA Licence or other Regulatory Compliance; or

12.5.2 secure or make good the relevant part of the Corporation System; or

12.5.3 treat or deal with the Trade Waste, including disposal via a Section 30A consent from the EPA; or

12.5.4 to transfer the Trade Waste (or part thereof) or any other portion of the waste load from any overloaded part of the Corporation System, to another waste disposal or wastewater treatment facility;

12.6 in any case where the alternative disposal method includes transfer to an alternative wastewater treatment facility, as contemplated in clause 12.5.4 additional Trade Waste Charges will be levied on and payable by, the Customer, at the rates and amounts then applicable for such a discharge for that Trade Waste or additional wastewater load that has been transferred;

12.7 pay to the Corporation any fee, charge, penalty or monetary amount imposed on the Corporation.

11. Security

13 To provide the Corporation with security in respect of the obligations of the Customer to pay the Charges, the Customer must provide security ("the Security") to the Customer upon the following terms:

13.1 the Security must be provided to the Corporation by any date specified in Schedule 1 or otherwise in accordance with this Agreement;

13.2 the Security is designed to secure payment of the Charges generally provided

however particular Security for any Augmentation Charges may be required;

13.3 the Security must take the form of an unconditional and irrevocable bank guarantee for the amount specified in Schedule 1 or as otherwise determined from time to time and shall be in a form and from a financial institution, to the satisfaction of the Corporation;

13.4 the Corporation shall be entitled to call upon the Security for immediate payment in respect of any failure by the Customer to pay any Charge (together with any costs of the Corporation in pursuit of payment) in accordance with this Agreement;

13.5 the Corporation may call upon the Security to meet any outstanding Charges, including any balance Augmentation Charge, upon the termination of this Agreement for any reason;

13.6 the Corporation will, on request, reduce the amount of the Security to reflect the amount of the outstanding Charges.

12. Term of Agreement

14 The Agreement shall be for the Term set out in Schedule 1.

15 Prior to the end of the Term, the parties agree to consult as to any further term or new Agreement.

16 Not later than 60 days prior to the end of the Term, a party wishing to bring the Agreement to an end upon the expiration of the Term must provide to the party not less than six (6) months written notice of that intention. If such notice is delayed, the Term shall be extended by the delay in such notice. For example, if the notice is provided three (3) months prior to the expiration of the Term, the Term shall be extended by three (3) months, making a total of six (6) months' notice.

17 If the Term expires without any notice by a party that this Agreement is ended the discharge of Trade Waste shall continue upon the same terms as this Agreement, provided either party may then terminate the Agreement upon six (6) months written notice to the other party.

18 The Customer may advise the Corporation that it wishes to permanently cease discharging Trade Waste from the Premises in which case the Customer:

18.1 must provide that advice to the Corporation in writing;

18.2 agrees that it will receive no refund of any of the Charges or any fee paid to the

Corporation;

18.3 must pay any balance Augmentation Charges then outstanding.

13. Trade Waste Report

19 The Customer must within 6 months of the execution of this Agreement prepare a "Trade Waste Report" to the satisfaction of the Corporation in accordance with the requirements set out in Schedule 5 and which:

19.1 includes a future forecast and demand report of the Customer's anticipated needs over the next two year period

The Trade Waste Report must conform to any applicable guidelines issued by the Environment Protection Authority.

14. Augmentation Works and Augmentation Charges

20 The parties agree that in certain cases, Augmentation Works may be instituted by the Corporation in order to facilitate the Trade Waste discharge from the Premises.

21 The description of any Augmentation Works which:

21.1 already exist; or

21.2 are required following the execution of this Agreement;

are set out in Schedule 1 and the Customer has agreed to pay Augmentation Charges for those Augmentation Works in the amount and manner provided in Schedule 2.

22 In any case where, during the course of this Agreement, further Augmentation Works, in addition to any already specified in Schedule 1 of this Agreement, arerequired:

22.1 due to increased demand in capacity or load by the Customer in excess of that permitted in this Agreement; or

22.2 due to a change in circumstances, whereby such Augmentation Works are required to maintain existing Trade Waste Services to the Customer;

22.3 the Corporation must give to the Customer not less than sixty (60) days notice of such proposed Augmentation Works; and

22.4 the parties shall consult and, subject to Clause 26, if it is agreed that such further Augmentation Works are to proceed, details of such Augmentation Works and any new Augmentation Charge and payment arrangements (including any further Security) will be recorded in writing between the parties and form an amendment to this Agreement.

23 For the avoidance of doubt, Augmentation Works required (and therefore any Augmentation Charge), includes the cost to the Corporation for any design, obtaining approvals, plant, equipment, undertaking any necessary works, consultant and contractor costs, the process and cost of acquiring land or replacement land (including for waste water disposal or re-use), or easements and any other reasonable cost associated with the Augmentation Works.

24 In any case where the Customer is unable or unwilling to agree to the requirements for an Augmentation Charge and Security, in respect of further Augmentation Works and Augmentation Charge, then where the Corporation can maintain a level of Trade Waste service, such service shall be maintained only on the basis of volumes and loads the Corporation is reasonably able to maintain in all of the circumstances, for a period of not less than 6 months and thereafter, this Agreement may be terminated by the Corporation.

15. The Customer's Works

25 The Customer will be required at its cost to undertake, construct, maintain and operate, to the satisfaction of the Corporation, various actions and physical works for the purposes of:

25.1 treating the Trade Waste on the Premises so as to achieve the criteria set out in Schedule 3;

25.2 modifying processes on the Premises to impact the nature of the Trade Waste;

25.3 conveying the Trade Waste to the Discharge Point;

25.4 incorporating facilities to sample and otherwise monitor discharge flow rates and such other characteristics of the Trade Waste as are set out in this Agreement;

25.5 undertaking planning, works and operational procedures to impact the nature of the Trade Waste;

25.6 ensuring no cross connections with any water supply, storm water or other

waste stream are permitted upstream of the Discharge Point or otherwise within the Premises.

26 Any works to be carried out by the Customer as a condition of this Agreement must be prepared, undertaken, designed or in writing and by drawing to a standard the Corporation requires and submitted to the Corporation prior to any, or as a condition of any ongoing, connection to the Corporation's System and the provision of any service under this Agreement.

27 If, during the course of this Agreement any works or methods relating to:

27.1 the treatment of Trade Waste on the Premises;

27.2 the conveying of the Trade Waste into the Corporation's System;

27.3 the monitoring of the discharge flow rates and other characteristics of the Trade Waste,

do not meet the requirements of the Corporation, it may direct the Customer to carry out additional works or monitoring at the Customer' cost so as to ensure those requirements are met and the Customer must comply with such direction.

28 The method of measurement (including annual calibration of trade waste flow meters) of the rate and volume of Trade Waste admitted into the Corporation's System must be as directed by the Corporation at the Customer's cost.

29 If the method used to measure the volume and rate of the flow of the Trade Waste is functioning inaccurately, the Corporation may compute or estimate the quantity of Trade Waste flowing from the Premises in any manner as it reasonably thinks fit, after proper consultation with the Customer and the Corporation's computation or estimate will then apply for the purposes of this Agreement.

16. Nature and Characteristics of the Trade Waste

30 The Customer must provide details of:

30.1 the nature of the manufacturing or other process from which Trade Waste originates;

30.2 the nature, chemical composition and physical characteristics of the Trade Waste from every source which contributes to the discharge;

30.3 any treatment applied to the Trade Waste prior to its discharge to the Corporation's System; and

30.4 sufficient production information to determine loads of contaminants per unit of production entering the Corporation's System.

31 Subject to clause 35, the Customer must only discharge Trade Waste from the Premises to the Corporation System in accordance with:

31.1 the Acceptance Criteria (to the extent not varied or modified by the Customer Specific Acceptance Criteria); and

31.2 the Customer Specific Acceptance Criteria.

32 Acceptance Criteria and Customer Specific Acceptance Criteria Review

32.1 The Acceptance Criteria for this Agreement are set and may be varied as follows:

32.1.1 as specified in any Trade Waste Procedure adopted by the Corporation and applying from time to time;

32.1.2 those applicable at the Commencement Date, as set out in Schedule 3;

32.1.3 for so long as the approval of Acceptance Criteria is governed by the ESC, in accordance with ESC requirements including the Trade Waste Customer Charter;

32.1.4 varied in accordance with any modified Trade Waste Procedure including in accordance with the ESC requirements and the Trade Waste Customer Charter.

32.1.5 The Corporation may, modify the Customer Specific Acceptance Criteria at its discretion and upon reasonable notice to the Customer where:

32.1.6 in the Corporation's opinion, a significant incident has occurred relating to Non-Compliant discharge of Trade Waste from the Premises by the Customer;

32.1.7 in the Corporation's opinion, there has been a change in the Customer's operations at the Premises which materially affects the:

(a) nature of the Trade Waste;

(b) chemical composition and physical characteristics of the Trade Waste;

(c) volume or rate including peak and total daily, weekly and annual volumes or rate of Trade Waste;

discharged pursuant to this Agreement, whether or not the Customer has given the Corporation written notice of any such change in operations;

32.1.8 in the Corporation's opinion, the proper operation of any part of the Corporation System either requires the further restriction of, or may allow the relaxation of, the Customer Specific Acceptance Criteria;

32.1.9 there has been a material change to the EPA licences of the Corporation of (if applicable) the Customer or to legislation, regulation, standards or policy relevant to the discharge of Trade Waste pursuant to this Agreement;

32.1.10 in the Corporation's opinion, Trade Waste discharged by the Customer from the Premises is causing damage to any person, property, the Corporation System or the environment; or

32.1.11 the Customer makes a written request to the Corporation for modification of the Customer Specific Acceptance Criteria.

33 The Customer may ask the Corporation to discharge Non-Compliant Trade Waste to the Sewerage System from the Premises, in which case:

33.1 any request by a Customer pursuant to this clause must be made in writing, or if verbal, confirmed in writing within 24 hours of the verbal request, and must specify the nature, time and extent of the proposed Non-Compliant discharge.

33.2 the Corporation may at its sole discretion consent to a Customer's request to discharge Non-Compliant Trade Waste to the Sewerage System.

33.3 any consent by the Corporation pursuant to this clause to be valid must be given by the Corporation, in writing (including if initially verbal confirmed in writing within 24 hours of the verbal advice) and specify the nature, time and extent of the Non- Compliant discharge for which consent is granted.

33.4 in any case where Exceedance Charges are applied by the Corporation, provided those Exceedance Charges are paid, this will constitute a deemed consent to the discharge of Non-Compliant Trade Waste in respect of the particular discharge to which the Exceedance Charges were applied.

33.5 to avoid doubt, acceptance of any Non-Compliant Trade Waste by the Corporation does not:

33.5.1 otherwise relieve the Customer of its obligations under this Agreement; or

33.5.2 operate as a waiver of any of the Corporation's rights under this Agreement.

34 In any case where the Customer discharges Non-Compliant Trade Waste:

34.1 the payment of any Exceedance Charge does not constitute an amendment to the Acceptance Criteria or Customer Specific Acceptance Criteria;

34.2 subject to any consent by the Corporation pursuant to clause 35, the Non-Compliant discharge is a breach of this Agreement.

35 In any case where the Customer exceeds its annual maximum discharge rate by greater than 5% over any 12 month period the Customer must:

35.1 re-negotiate its discharge rates with the Corporation; and

35.2 pay any appropriate New Customer Contribution for increased discharge; and

35.3 if applicable, pay any necessary Augmentation Charge for further Augmentation Works required.

17. Cessation of Discharge

36 In addition to any other rights under the Act, and this Agreement, the Corporation may direct the Customer, or the Corporation itself may take steps to stop the discharge of Trade Waste into the Corporation System from the Premises where:

36.1 the Customer has breached this Agreement;

36.2 in the Corporation's assessment, the discharge is causing damage to any

person, property, the Corporation System or the environment;

36.3 the Corporation requires a temporary shutdown of the Corporation System to carry out maintenance, upgrading or repairs;

36.4 the Corporation is temporarily or permanently unable to receive Trade Waste from the Premises due to reasons beyond the Corporation's control including but not limited to:

36.4.1 accident;

36.4.2 strike;

36.4.3 civil commotion;

36.4.4 natural disaster, storms or floods;

36.4.5 an overload of the Corporation System;

36.4.6 the Corporation receiving from the EPA or such other statutory body an order which varies or effectively prohibits the basis upon which the Corporation can receive the Trade Waste.

37 If the Corporation is temporarily unable to receive Trade Waste from the Premises pursuant to this Agreement, the Corporation shall endeavour to re-establish its ability to receive the Trade Waste as soon as reasonably possible.

38 In the case of:

38.1 a planned temporary cessation of the Trade Waste discharge to the Corporation System, the Corporation shall provide not less than 48 hours written notice to the Customer; or

38.2 an unplanned or emergency shutdown, whilst no notice is required, the Corporation will endeavour to advise the Customer of the cessation as soon as practically possible, including, if necessary, after the cessation.

39 The Corporation is not at any time obliged to receive Trade Waste which may in the Corporation's assessment:

39.1 endanger human life;

39.2 compromise the health or safety of any person or any property, including any assets of the Corporation;

39.3 prevent or disrupt or adversely affect the operation of the Corporation System;

39.4 adversely affect, in a material way, any element of the environment;

39.5 cause the Corporation to fail to comply with the Act, the Environment Protection Act 1970, any works approval or licence issued by the EPA or any other applicable law.

18. Notice of Change in Operation

40 In any case where the Customer wishes to discharge Trade Waste in a manner which is outside of normal discharge arrangements (for example, a delivery of Trade Waste by tanker or a "slug" of Trade Waste discharge by pipeline), however, not necessarily Non-Compliant Trade Waste, the Customer must first obtain the consent of the Corporation to such discharge and, in such case:

40.1 the Customer must meet any additional costs incurred by the Corporation in respect of such discharge; and

40.2 pay any additional Usage Charges and, if applicable, Exceedance Charges.

41 The Customer must notify the Corporation in writing of any actual or intended intention to:

41.1 make any change in operations or process which in any way may affect the nature, chemical composition, physical characteristics, volume and/or rate of Trade Waste discharged from the Premises;

41.2 alter the hours or days of the week that Trade Waste is discharged from the Premises; or

41.3 vacate the Premises; and

41.4 such notice must be provided at least 2 months prior to any planned implementation of such intention and where unplanned, as soon as the Customer is aware; and

41.5 to avoid doubt, any notification of a future change in operations given by the Customer pursuant to this clause 43:

41.5.1 does not relieve the Customer of the obligation to discharge Trade Waste in accordance with this Agreement;

41.5.2 does not oblige the Corporation to accept any Trade Waste generated following any change in operations or process, or to vary the terms of this Agreement; and

41.5.3 may, at the Corporation's discretion, result in this Agreement being terminated and the Customer being required to enter into a new trade waste agreement or to cease discharging Trade Waste from the Premises.

19. Trade Waste Monitoring/Sampling

42 To determine compliance with the nature, flows, or other characteristics of the Trade Waste, the Trade Waste discharged must be monitored and sampled at the Discharge Point.

43 The Customer must at its cost:

43.1 install and maintain in sound working condition equipment required to measure and record (continuously or otherwise) to meet the sampling and monitoring requirements set out in Schedule 4;

43.2 comply with any reasonable sampling program and testing program required by the Corporation to assess compliance with the characteristics of the Trade Waste specified in Schedule 3;

43.3 maintain clear and concise records of:

43.3.1 the dates and method of all sampling and testing;

43.3.2 the cleaning of all equipment used in the treatment, conveying and monitoring of the Trade Waste on the Premises;

43.3.3 details of how any residue from equipment during operation, cleaning or maintenance, is disposed of;

43.4 unless otherwise directed by the Corporation, ensure all sampling, including sample preservation, transport and analysis is carried out according to the latest edition of "Standard Methods for the Examination of Water and Wastewater" (Publishers American Public Health Association, American

Waterworks Association and the Water Environment Federation).

43.5 undertake any analysis required at a laboratory registered by the National Association of Testing Authorities (NATA) for the relevant test parameters, or by a laboratory approved of in writing by the Corporation.

44 Where for sound reason the Corporation directs, in writing, the variation of the sampling or monitoring required by the Customer, the Customer at its cost must comply with such amended requirements.

20. Inspection

45 The Customer must allow representatives of the Corporation access to:

45.1 the Premises generally;

45.2 any works associated with the creation, treatment, conveying of the discharge of the Trade Waste;

45.3 any records arising from sampling, monitoring or flow assessment;

45.4 any physical samples taken;

45.5 take such further samples as the representative of the Corporation thinks fit;

provided the Corporation and its representatives must, unless in the case of an emergency or suspected breach of the Act or this Agreement, provide 24 hours' notice of the visit and comply with any reasonable requests (including any Occupational Health and Safety and security requirements) of the Customer regarding that access, and use reasonable endeavours not to inconvenience the Customer and its activities on the Premises.

21. Significant Events

46 If the Customer becomes aware of any event which may:

46.1 give rise to a breach of this Agreement, the Act, or any subordinate regulations;

46.2 have a materially significant or detrimental effect on any person, animal, land, the operation of any part of the Corporation's System or the environment

generally;

46.3 constitute a breach, in relation to the Premises, or in respect of the Trade Waste discharging from the Premises, the *Environment Protection Act 1970* or the *Occupational Health and Safety Act 2004*,

the Customer must advise the Corporation within one (1) hour by telephone (and in writing within seven (7) business days) from when the Customer becomes aware of that event.

47 The notice in writing of the event detailed in the preceding clause must include:

47.1 complete details of the nature of the incident as they are then available;

47.2 details of measures the Customer will instigate to clean up, rectify or make good (if that is possible) any damage caused as a result of the event;

47.3 measures the Customer will instigate to ensure the event does not occur again.

48 The Customer must, on becoming aware of the relevant event or circumstances, advise the Corporation as soon as practically possible and in writing if:

48.1 the nature of the business operated at the Premises changes;

48.2 the Customer intends to vacate the property;

48.3 the volume, rate or any characteristic of the Trade Waste discharged from the Premises has or is likely to change;

48.4 there is any change in the hours of the day or days of the week that Trade Waste is to be discharged.

49 The Corporation must advise the Customer in writing annually or as agreed with the Customer, the current emergency contact phone numbers, e-mail address and facsimile numbers for the relevant Corporation personnel to be contacted.

50 The Customer must advise the Corporation in writing annually or as agreed with the Corporation, the current emergency contact phone numbers, e-mail address and facsimile numbers for the relevant Customer's personnel to be contacted.

22. Liability/Indemnity

51 The Customer agrees it will make no claim, bring any proceeding, make any demand, or otherwise seek from the Corporation any damages, loss, costs or expense of any kind ("Claim") whatsoever suffered by the Customer (either directly or indirectly) arising as a result of:

51.1 discharging Trade Waste under the terms of this Agreement;

51.2 the Corporation requiring the Customer to stop discharging Trade Waste under the terms of this Agreement;

unless the damage, loss, cost or expense arises from a breach of this Agreement by the Corporation or the Corporation's negligence.

52 the Customer indemnifies (and will keep indemnified) the Corporation against any claim, order, damage, loss, penalty, cost, legal proceeding, prosecution or other such demand raised by any party howsoever against, or suffered by, the Corporation, arising out of discharge (past or future) of Trade Waste from the Premises other than in respect of any matter arising solely from a breach of this Agreement by, or the negligence of, the Corporation.

53 If the Trade Waste discharged from the Premises fails to meet the Acceptance Criteria or the Customer Specific Acceptance Criteria in Schedule 3; and

53.1 causes damage to the Corporation's System;

53.2 causes damage to any third party, any property or the environment generally;

then the Corporation may in its discretion make good that damage and recover the cost of so doing from the Customer as a Charge under this Agreement which is due and payable from the date of demand for that payment.

54 The obligations created in clauses, 54 and 55 apply whether the damage in question occurs or is discovered prior to or during the Term or extended term of this Agreement or after this Agreement has come to an end.

23. Assignment or Novation

55 This Agreement must not be assigned or novated by the Customer to another party (the "New Party") without the Corporation's written consent. The Corporation will not

unreasonably withhold its consent provided:

55.1 any New Party enters into an agreement with the Corporation upon terms satisfactory to the Corporation or the New Party agrees to be bound by all the terms of this Agreement; and

55.2 any Charges outstanding under this Agreement at the time of transfer, assignment or entry into a new agreement by any New Party must either;

55.2.1 remain payable by the Customer regardless of whether or not the assignee agrees or becomes liable to pay for any part or all of those outstanding Charges; or

55.2.2 the Corporation may release the Customer from liability for any such Charges provided any New Party either satisfies the Corporation of its capacity to pay any outstanding Charges or provides security for payment of such Charges to the satisfaction of the Corporation

56 The Owner agrees:

56.1 if the Owner is not the Customer:

56.1.1 to grant its permission to the Customer to enter into this Agreement, and the Owner accepts its terms;

56.1.2 to guarantee the performance of the Customer's obligations under this Agreement;

56.1.3 upon cessation of Trade Waste discharge at the end of this Agreement (regardless of whether a lease of, or other access right to, the Premises still exists), to allow the Customer or the Corporation, to carry out works to disconnect the Trade Waste discharge capacity from the Premises;

56.1.4 that the Owner will be jointly and severally liable with the Customer for each and every obligation of the Customer relating to the discharge of Trade Waste from the Premises and under this Agreement;

56.2 in any case where:

56.2.1 the Owner sells, or forms the intention to sell, its freehold interest in the Premises;

56.2.2 the Owner grants a lease or licence or other access right to the Premises which effectively transfers the control over operations within the Premises to a party other than the Customer or Owner;

the Owner must provide notice of this Agreement to any such future owner or customer, including notice that any and all Charges then outstanding remain a charge on the land making up the Premises and requiring that subsequent owner or customer (if they wish to maintain a trade waste service to the Premises) to enter into a new trade waste agreement with the Corporation.

24. Directions of the Corporation

57 The Customer agrees that where in this Agreement it is obliged to comply with directions of the Corporation such obligation means the same as compliance with any written or verbal directions of any officer or agent of the Corporation.

25. Dispute Resolution

58 Any dispute or difference arising out of or in connection with the Agreement or concerning the performance or the non-performance by either party of its obligations under the Agreement must be referred, upon the giving of seven (7) days written notification by either party, to a dispute panel ("Dispute Panel"):

58.1 consisting of at least two members; and

58.2 with each party appointing an equal number of members; and

58.3 which shall meet within either seven (7) days as provided in the written notice or within any other period agreed by the parties.

59 Any unanimous decision of the Dispute Panel shall be binding on the parties. However, if the dispute panel either fails to reach a decision on the matter or one or both parties refuses to participate in this process, the dispute may be resolved by mediation or arbitration if the parties so agree or by recourse to the courts.

60 The provisions of this Agreement regarding dispute resolution do not prevent any party from obtaining any injunctive, declaratory or interlocutory relief from a Court which may be urgently required.

61 During the course of any dispute, which will include any period of mediation, arbitration, or court proceeding, each of the parties shall continue to meet their respective obligations under this Agreement until such dispute is at an end, provided further:

61.1 the obligations of the parties are subject to the contrary direction of any appropriately empowered court, tribunal, statutory authority or agency, or municipality; and

61.2 if any dispute between the parties relates to any tariffs, fees, charges or other monies allegedly owing by the Customer to the Corporation, while such dispute continues, the Customer acknowledges that it must pay the full amount demanded by the Corporation, provided:

61.2.1 at the end of such dispute if the Customer's position proves to be correct or partially correct, an appropriate refund or partial refund shall occur;

61.2.2 any failure to pay moneys by the Customer during such dispute would allow the Corporation, at its discretion, to suspend any Water Supply or terminate this Agreement.

26. Notice of Breach

62 Where the Customer is in breach of this Agreement, the Act or the Trade Waste Regulations, the Corporation may take the following steps:

62.1 serve a written notice ("Notice of Breach") on the Customer indicating the breach that has occurred;

62.2 require the Customer to rectify any on-going breach and to take steps to repair any damage caused by any breach;

62.3 require the Customer to respond to the Corporation in writing within fourteen (14) days indicating the steps taken to rectify any continuing breach and measures taken to ensure the breach does not re-occur;

62.4 if the Customer fails to respond to the Notice of Breach either:

62.4.1 in a manner to the reasonable satisfaction of the Corporation; or

62.4.2 within the fourteen (14) days of provision of the Notice of Breach;

the Corporation may, in addition to rights in the Act and under this Agreement, temporarily or permanently cease the Trade Waste discharge and terminate this Agreement.

63 In any case, where over any twelve (12) month period, the Corporation has served three Notices of Breach on the Customer in accordance with the preceding clause the Corporation may in its discretion terminate the Agreement provided however:

63.1 where the Customer has taken expedient and necessary steps to rectify the breach; and

63.2 the Customer has put in place various measures to limit the potential of such breach occurring again; and

63.3 where the breach in question has not been substantial or created any lasting damage to either the Corporation's System or the environment generally;

the Corporation shall not exercise its rights under this clause in relation to the particular breach.

27. Service Reduction

64 If the Customer has:

64.1 failed to make any payment of Charges or any other money owing under this Agreement by the due date for such payment; or

64.2 has failed to respond, or failed to respond to the satisfaction of the Corporation, to a Notice of Breach within fourteen (14) days of service of such notice,

the Corporation may act to reduce, restrict or cease altogether the Trade Waste discharge from the Premises until such time as any Charges outstanding are paid or **the Customer has appropriately responded to the relevant Notice of Breach.**

28. Termination

65 This Agreement may be terminated by the Corporation in the following circumstances and manner:

65.1 in accordance with any other provisions of this Agreement;

65.2 immediately upon written notice to the Customer by the Corporation:

65.2.1 if the Customer acts in a manner that is fraudulent or in the opinion of the Corporation amounts to serious misconduct in relation to this Agreement;

65.2.2 suffers the appointment of an administrator, receiver, official manager or receiver and manager, or takes any steps towards or is placed in liquidation, or takes any steps towards or is made bankrupt;

65.2.3 enters into any arrangement with creditors due to (in the opinion of the Corporation) financial difficulties of the Customer; or

65.2.4 ceases to operate as a business or company or partnership in its form at the date of this Agreement, provided however the Corporation may re-negotiate this Agreement with any restructured entity;

65.3 sixty (60) days after the Customer ceases to discharge Trade Waste provided the Corporation will first provide written notice to the Customer of its intention to terminate this Agreement;

65.4 sixty (60) days after failure to make any due payment to the Corporation, provided however the Corporation will (without any reduction in its discretion to terminate under this clause) consider carefully whether it is necessary, in protecting the position of the Corporation, to terminate this Agreement having regard to the Customers need to continue operating. Any decision by the Corporation not to terminate will not restrict or remove the right of the Corporation to terminate the Agreement at some later time;

65.5 if the Customer has acted in a manner which is malicious or reckless or creates a significant environmental risk related to this Agreement, the Corporation may, acting reasonably, suspend the Trade Waste discharge or terminate the Agreement immediately and without notice.

29. Termination Obligations

66 Upon termination of this Agreement, including expiry of the Term or any extended term, the Customer must:

66.1 take any necessary steps at the Customer cost to assist the Corporation in terminating the discharge of Trade Waste from the Premises (if that is still occurring), including payment for any necessary works, to the satisfaction of the Corporation;

66.2 meet the cost of any necessary works to repair any damage caused to the Corporation's System by the Customer's discharge of Trade Waste under this Agreement, provided the Corporation shall inspect the relevant components of the Corporation's System to assess such damage and the Customer shall be entitled to a similar inspection in the company of the Corporation's representatives;

66.3 immediately pay to the Corporation any Charges which are payable or may become payable to the Corporation including on a pro-rata basis the Usage Charges attributable to the Trade Waste discharge since the date of the last invoice by the Corporation up to the date on which discharge of Trade Waste ceases. Further it is agreed that unless provided in this Agreement the Customer shall not be entitled to any refund of any part or all of the Charges;

66.4 immediately pay to the Corporation any balance of an Augmentation Charge, in full in the amount then outstanding.

30. Confidentiality

67 The terms and conditions of this Agreement and any Confidential Information that is produced, or exchanged under this Agreement remains strictly confidential between the parties and is not to be disclosed, unless consent of the party who supplied the information is obtained in writing provided this clause does not apply to any Confidential Information which:

67.1 at the date of this Agreement is in, or at any subsequent time comes into, the public domain, except through default under this Agreement by the recipient party or any employee or agent of the recipient party;

67.2 can be shown by the recipient party to the satisfaction of the disclosing party to have been known by the recipient party before disclosure by the disclosing party

to the recipient party;

67.3 subsequently comes lawfully into the possession of the recipient party from a third party; or

67.4 is required by compulsion of law to be disclosed to a third party.

31.

32. Waiver

68 Any waiver or agreement on the part of the Corporation in not enforcing any terms of this Agreement shall not be or deemed to be, a waiver in any way of any other right of the Corporation.

33. Notices

69 Any notices that are given under this Agreement by either of the parties shall be effective if delivered or posted to the address of the respective parties recorded in this Agreement or at the last address of each respective party notified in writing to the other party.

70 A notice will only be taken to be duly given or made:

70.1 when addressed to the Customer, when addressed to the site manager or other person apparently in charge of the Premises or the senior officer (eg, managing director, CEO, or like position) of the Customer;

70.2 when addressed to the Corporation, when addressed to the Managing Director;

70.3 in the case of delivery in person, when delivered;

70.4 in the case of delivery by post, two (2) business days after the date of posting (if posted to an address in the same country) or seven business days after the date of posting (if posted to an address in another country),

but if the result is that a notice would be taken to be given or made on a day that is not a business day in the place to which the notice is sent or is later than 4 pm (local time) it will be taken to have been duly given or made at the start of business on the next business day in that place.

34. General Provisions

71 In this Agreement for the purposes of interpretation (unless it is otherwise implied expressly or by context):

71.1 reference to any legislation includes subordinate legislation, consolidations, amendments, re-enactments and replacements;

71.2 singular includes the plural and vice versa;

71.3 any reference to a Clause or a Schedule is to a Clause or a Schedule of this Agreement;

71.4 the Schedules and the Recitals/Background form part of this Agreement;

71.5 where an expression is defined, another part of speech or grammatical form of that expression has the same meaning;

71.6 words or phrases used in this Agreement shall have the same meaning as provided under the Act, unless otherwise specified;

71.7 headings in the Agreement are for convenience only;

71.8 in interpreting this Agreement a construction that would promote the purpose or object of the Agreement must be preferred to the construction that would not;

71.9 this Agreement succeeds any prior written or oral agreement between the Corporation and the Customer or Owner for provision of Trade Waste services to the Premises;

71.10 the rights under this Agreement are in addition to the powers and rights of the Corporation under the Act and in any case where the Trade Waste is outside the water district of the Corporation and there is any doubt as to the application of any –GWMWater Customer Charter of the Corporation, the parties agree that such Customer Charter will operate as terms and conditions of this Agreement, subject to any necessary modification to give them or it proper affect;

71.11 in any case where the parties wish to make provision for particular circumstances by the use of Special Conditions those Special Conditions must be inserted in Schedule 1, provided further, that in any case where there is an inconsistency between the Special Condition inserted in the body of this agreement the Special Condition shall take precedence.

72 In any case where any other company, business or person occupies part of the Premises ("Other Occupant") and that Other Occupant discharges Trade Waste or other material into and through the Trade Waste discharge of the Customer, the Customer accepts all responsibility and liability in respect of such discharge as a discharge by the Customer under the terms of and in compliance with, this Agreement.

73 Any amendment to this Agreement must be made in writing and signed by both parties.

74 If any term of this Agreement or its particular application is or becomes invalid or unenforceable, the remaining terms shall not be affected and it shall be valid and enforceable to the fullest extent permitted the Customer Charter.

75 This Agreement shall be governed by the laws of Victoria.

As a record of this Agreement the parties have executed it:

Executed by the parties:

The Corporation:

SIGNED for and on behalf of, and with the authority of, the **GRAMPIANS WIMMERA MALLEE WATER CORPORATION**, by authorised delegate in the exercise of a power conferred by an Instrument of Delegation dated 20 May 2026 in the presence of:)

.....

Print name

Delete whichever title does not apply

[insert delegated positions]

Managing Director

Executive Manager Infrastructure

Manager Assets & Planning

etc]

.....

Witness

The Customer:

EXECUTED by [INSERT] in accordance with section 127(2) of the *Corporations Act 2001 (Cth)* in the presence of authorised persons:)

.....

Director

.....

Full name

.....

*Director/company secretary

*Delete whichever is inapplicable

.....

Full name

The Guarantor:

[Insert execution clause]

SCHEDULE 1
AGREEMENT PARTICULARS

1.	**Customer Details:**	**INSERT**
ABN:		INSERT
Address:		INSERT
Mail Address:		INSERT
Phone:		INSERT
Fax:		INSERT
E-mail		INSERT
2.	**The Premises**	
Address		INSERT
Mail Address		INSERT
Premises Title Information		INSERT
3.	**Owner Details**	
ABN:		INSERT
Address:		INSERT
Mail Address:		INSERT
Phone:		INSERT
Fax:		INSERT
E-mail:		INSERT
4.	**Term:**	From ___/___/_____ to ___/___/_____
5.	**Security:**	INSERT

6. Augmentation Works: INSERT

7. Customer's Works INSERT

8 Special Conditions

8.1 Water Supply (if applicable)

This Agreement is subject to and conditional upon the parties entering into and maintaining for the Term an agreement for the supply ofwater (the "**Water Supply Agreement**") to the Premises.

8.2 Other Occupants of Premises

In any case where any other company, business or person occupies part of the Premises ("Other Occupant") and that Other Occupant discharges Trade Waste or other material into and through the Trade Waste discharge of the Customer, the Customer accepts all responsibility and liability in respect of such discharge as a discharge by the Customer under the terms and in compliance with, this Agreement.

8.3 Potential Augmentation Works

For the purposes of this Agreement the Customer acknowledges potential Augmentation Works may include the replacement of the re- use arrangements provided by any existing third party re-use facility which is lost and must be replaced with either land purchased and developed by the Corporation for such purpose or the establishment of new third party re-use facilities with other farming operations.

SCHEDULE 2

CHARGES

Usage Charges

The current Usage Charges to apply are:

Trade Waste Charges	
Flow	$cents per kilolitre
BOD	$cents per kilogram
COD	$cents per kilogram
TKN (Nitrogen)	$cents per kilogram
Total Phosphorus	$cents per kilogram
TDS	$ cents per kilogram
Suspended Solids	$ cents per kilogram

The discharge of Trade Waste by the Customer from the Corporation's System will attract Usage Charges. Currently this is in accordance with the Price Determination applicable for the Corporation approved by the Essential Services Commission. This will include annual increases adjusted to CPI from 1 July for each year during the Term.

The discharge of Trade Waste to the Corporation's System will be sampled by composite or grab sampling method at the Discharge Point defined in Schedule 3. The composite samples will be either 24 hour or flow weighted and tested in line with the methods described in Schedule 4 to assess those parameters for which the Corporation is permitted to charge in accordance with the relevant Price Determination and then matched to flow records for the purpose of calculating discharge loads. The flow weighted daily discharge level will be utilised for thepurposes of charging.

35. New Customer Contribution

A New Customer Contribution is the charge payable by a Customer when the Customer either:

- commences a new discharge; or
- increases the level of discharge on a permanent basis above a level previously approved.

For this Agreement the New Customer Contribution is $**[INSERT]**.

Augmentation Charge

Purpose:

The Augmentation Charge(s) is a proportion of the cost to the Corporation of the augmentation Works. That is, the proportion which is appropriately attributable to the impact of the Customer's Trade Waste on the Corporation's system.

Calculation of Augmentation Charge(s):

The method for calculation of the Augmentation Charge(s), currently contemplated in this Agreement, will be provided to the Customer (via a Calculation Sheet) a copy of which is attached as part of this Schedule 2.

Where Augmentation Works are not yet complete, amounts will be specified as estimates.

Upon completion of any Augmentation Works final costs will be calculated and a finalised Augmentation Charge(s) shall be provided to the Customer together with the modified version of this Schedule 2, including an updated Corporations Calculation Sheet, which shall be substituted into this Agreement.

36. [INSERT DETAILS OR "Not Applicable"]

Further Augmentation Charge(s):

Where the Corporation is required or intends to further augment the Corporations System as contemplated in the Agreement, the Customer will be required to contribute a proportion of the cost of such augmentation equal to the proportion of the capacity of the Corporation System represented by the discharge of Trade Waste from the Premises, provided further:

- discharge shall be calculated based on both flow and loads in terms of impact on the Corporations System;
- if the Customer is increasing the discharge (ie flow or load) then the calculation would be based on the increased discharge;
- the amount of the additional Augmentation Charge(s) to be calculated and then potentially payable may be determined by the Corporation, in consultation with the Customer;

- upon the adoption of any additional Augmentation Charge(s) this shall be added into a modified version of this Schedule 2, together with all the other necessary consequential changes (eg. including potential increase to or separate Security and the like) and that new modified version of Schedule 2 shall be substituted into this Agreement;

- further Augmentation Works and therefore Augmentation Charges, may occur on one or more occasions over the Term.

37. Exceedance Charge

For each time:

- discharge rates are exceeded;

- any of the Acceptance Criteria or Customer Specific Acceptance Criteria are not met;

- monitoring and sampling requirements (as provided in Schedule 4) are not met,

an Exceedance Charge, in respect of each individual exceedance or non-compliance breach, will be applied, namely:

- for each individual non-compliance;

- 2.5%;

- of the total Usage Charges for Trade Waste payable for the month within which the breach (exceedance or non-compliance) occurs.

The decision to impose any Exceedance Charge will be at the discretion of the Corporation.

38. Other Charges

Miscellaneous and other Charges may be set and varied in accordance with a Price Determination, the Customer shall thereafter pay such Charges in accordance with the modified Price Determination.

39. Charges - General

In any case where a Price Determination is either revoked or expired, without a replacement Price Determination the Charges from that future date shall be set pursuant to the appropriate resolution of the Corporation, and otherwise in accordance with the Act, and any relevant pricing regulation applying at that time.

40. SCHEDULE 3

41.

CUSTOMER SPECIFIC ACCEPTANCE CRITERIA AND ACCEPTANCE CRITERIA

This Schedule 3 is divided into:

Part A: **Customer Specific Acceptance Criteria** which are criteria or parameters specific to the Customer; and

Part B: **Acceptance Criteria**: which are the standard criteria or parameters for Trade Waste discharge for all Customers.

*Note – any reduced, increased, or varied criteria specified in the **Customer Specific Acceptance Criteria**, as compared to the Acceptance Criteria, **take priority**.*

Trade Waste discharged must not exceed any amount, concentration specified or if a range, be outside the range, set out in this Schedule.

PART A: CUSTOMER SPECIFIC ACCEPTANCE CRITERIA

42.

43.

1. Maximum Rates of Discharge

1.1	Instantaneous	INSERT	Litres per second
1.2	Daily	INSERT	Megalitres
1.3	Annually	INSERT	Megalitres

2. Water Discharge can occur

2.1	Days	INSERT
2.2	Hours	INSERT

3. Discharge Point

The Discharge point means the point at which the Trade Waste leaves the Customer's (INSERT)

And enters the Corporation's System at (INSERT).

4. Physical Characteristics of the Trade Waste

4.1 The pH of the waste must be between (INSERT)

4.2 The trade waste must not exceed the following maximum limits

4.2.1 Suspended Solids (INSERT) mg/L

4.2.2 Total Dissolved Solids (TDS) (INSERT) mg/L

4.2.3 Electrical Conductivity (EC) (INSERT) uS/cm

5. Chemical Characteristics of the Trade Waste

The waste must not exceed the following maximum limits

Organic Load

5.1	Biochemical Oxygen Demand	(INSERT) mg/L
5.2	Chemical Oxygen Demand	(INSERT) mg/L

Oil and Grease

5.3	There shall be no free or floating layer of oil or grease. Emulsified oil, fat or grease	(INSERT) mg/L

Nutrients and Salt

5.4	Total Phosphorus	(INSERT) mg/L
5.5	Total Kjeldahl Nitrogen (TKN)	(INSERT) mg/L
5.6	Sodium	
	Concentration	(INSERT) mg/L
	Rolling 12 Month Average Monthly Load	(INSERT) kg/month
	Maximum Annual Load	(INSERT) kg/yr

Other Ions

5.7	Sulphate	(INSERT) mg/L
5.8	Sulphate	(INSERT) mg/L

44.

45.

46. PART B: ACCEPTANCE CRITERIA

These are the standard criteria or parameters for Trade Waste for all Trade Waste customers. These Acceptance Criteria can be modified (that is reduced, increased or otherwise varied) by the Customer Specific Acceptance Criteria and the Customer must then comply with the modified Customer Specific Acceptance Criteria.

1 Temperature

The temperature shall not exceed 38 degrees Celsius.

2 Solids

a) 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 settling velocity of not more than 3m/hour.

b) The suspended solids concentration shall not exceed 600 mg/L.

c) The total dissolved solids concentration shall not exceed 5000 mg/L. The daily and annual total dissolved solids loading shall be subject to the approval of the Corporation.

d) Trade waste must not contain fibrous material which, in the opinion of the Corporation, is likely to cause obstructions in a drain or sewer or otherwise in the sewerage system.

e) Trade waste must not contain material which in the opinion of the Corporation is abrasive to the Corporation's sewerage pumping mechanisms.

3 Oils fats and grease

a) An occupier shall not discharge trade waste containing any free or floating

layer of oil, fat or grease.

b) Emulsified oil, fat or grease shall not exceed 200mg/L as solvent extractable matter and the emulsion must be stable within the range pH 6.0 to pH 11.0.

c) Where emulsified oil is not stable over the above pH range, the total oil content shall not exceed 100mg/L.

4 Radioactive trade waste

Trade wastes shall comply with the standards specified in the Health (Radiation Safety) Regulations 1994 made pursuant to the provisions of the Health Act 1958. No radioactive trade wastes shall be discharged to sewer without the approval of the Corporation.

5 Odour

Trade waste shall not have a detectable odour in 1% dilution with water nor cause any odour problems within the sewerage system or treatment facility.

47.

6 Colour

The limitations for colour shall be:-

(a) the assessment of colour in trade waste shall be on a filtered sample of waste discharged to the sewer.

(b) the trade waste shall have a colour not exceeding 100 True Colour units.

7 pH Value

An occupier must not discharge trade waste with a pH value less than 6.0 or greater than 10.0

8 Organic Strength (BOD5)

The five day Biochemical Oxygen Demand (BOD5) of the trade waste shall not exceed 600 mg/L unless approved by the Corporation.

The BOD5 loading shall be subject to the approval of the Corporation having regard to the capacity of the Corporation's Treatment Plant.

9 Surfactants and Detergents

The concentration of Anionic Surfactants (Methylene Blue Active Substances (MBAS)) shall not exceed 100 mg/L.

10 Nutrients

10.1 Total Kjeldahl Nitrogen (TKN)

The TKN concentration of the trade waste shall not exceed 150 mg/L unless approved by the Corporation. The TKN loading shall be subject to the approval of the Corporation having regard to the capacity of the Corporation's treatment plant and effluent disposal scheme.

10.2 Total Phosphorus

The total phosphorus concentration of the trade waste shall not exceed 20 mg/L unless approved by the Corporation. The total phosphorus loading shall be subject to the approval of the Corporation having regard to the capacity of the Corporation's treatment plant and effluent disposal scheme.

11 Corrosive and Toxic Substances

(a) The maximum allowable concentrations in milligrams per litre of corrosive and toxic substances shall be as stated in Table 1

48. TABLE 1

CORROSIVE AND TOXIC SUBSTANCES

Substance	Maximum Allowable Concentration (mg/L)
Ammonia plus ammonical ion (expressed as N)	50
Bromine (expressed as Br_2)	5
Chlorine (expressed as Cl_2)	10
Cyanide (expressed as CN)	1
Fluoride	30
Formaldehyde (expressed as HCHO)	30
Iodine (expressed as I_2)	10
Phenol and chemical derivatives of phenol (expressed as phenol)	1
Sulphide	1

(b) No trade waste which the Corporation deems may be toxic or otherwise harmful or damaging to any person, drain, the sewerage system, any sewage treatment process, or any element of the environment which receives effluent after it has been treated shall be discharged to a sewer or drain without the specific approval of the Corporation.

12 Oxidised Sulphur

For the purposes of this sub-clause

"Oxidised Sulphur" means the chemical substances expressed as S and known as Sulphates, Sulphites and Thiosulphates.

(a) The maximum allowable concentration for sulphite shall not exceed 15 mg/L, unless approved by the Corporation.

(b) Where the total concentration of oxidised sulphur is below 100 mg/L, the trade waste may be discharged without treatment.

(c) Where the total concentration of oxidised sulphur exceeds 100 mg/L the trade waste shall be treated using the best available technology.

13 Metals

The maximum allowable concentrations in milligrams per litre of metals shall be as stated in Table 2.

49. TABLE 2

50. ACCEPTANCE GUIDELINES FOR METALS

	Maximum Allowable Concentration (mg/L)
Aluminium	100
Arsenic	0.5
Barium	5
Boron as B	5
Beryllium	30
Cadmium	1
Chromium (Total)	3
Cobalt	5
Copper	5
Iron	10
Lead	1
Manganese	10
Mercury	0.01
Molybdenum	5
Nickel	1
Selenium	1
Silver	50
Tin	10
Zinc	1

Note: Hexavalent chromium (chromium VI) must be reduced to trivalent chromium (chromium III) before discharge to sewer.

14 Head Space Air

An occupier must not discharge trade waste to 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.

15 Inhibitory Chemicals or Substances

No trade waste when diluted to a 5 percent solution with sewage shall cause an appropriate microbiological sewage treatment process, as determined by the Corporation, to be inhibited by more than 20 percent.

16 Pesticides, Fungicides and Herbicides

No pesticides, fungicides or herbicides shall be discharged to the sewer without the prior approval of the Corporation having regard to the biodegradability and toxicity of the pesticide.

17 Halogenated Aromatic Hydrocarbons (HAH)

No HAH shall be discharged to the sewer without the prior approval of the Corporation having regard to the biodegradability and toxicity of the HAH.

18 Polynuclear Aromatic Hydrocarbons (PAH)

A trade waste shall not contain PAH's without the prior approval of the Corporation having regard to the biodegradability and toxicity of the PAH.

19 Chlorodibenzo-p-dioxins, Chlorodibenzo-furans, PCB's, PBB's, and Priority Substances

An occupier must not discharge

19.1 any trade waste containing any of the full range of Chlorodibenzo-p-dioxins and Chlorodibenzo-furan congeners.

19.2 any trade waste containing polychlorinated biphenyls, polybrominated biphenols or any of their related compounds which are specified as priority

waste by the EPA Industrial Waste Policy, applying from time to time.

19.3 any substance the discharge or release of which to any element of the environment is restricted or prohibited by any legislation applying in Victoria.

20 Prohibited Substances

Any substance not otherwise mentioned that the Corporation deems may be flammable or toxic to any person, to sewage treatment processes of the Corporation, or to the environment receiving treated effluent or may be harmful to the composition of the sewer or other equipment comprising the sewerage system shall be discharged to a sewer or drain without prior written approval of the Corporation.

21 An occupier must not discharge trade waste containing any substance, not otherwise mentioned in the Statement of Approved Acceptance Criteria, at a concentration that is likely to be harmful to the Corporation's treatment processes or facilities.

22 Mixing Liquid

No water or other liquid may be added to any trade waste stream which may vary the level of any component or characteristic of that trade waste stream without the prior written consent of the Corporation.

23 Stormwater

Stormwater shall not be permitted in the Trade Waste discharge (unless express written consent is obtained).

24 Discharge of Food Waste

The occupier shall not discharge or permit the discharge to a sewer or drain of any food waste unless such food waste has passed through a grinding, mashing, shredding or mincing unit, rated at not less than 180 watts.

Where food waste is discharged from a premises to a sewer or drain and such food waste has not passed through a grinding, mashing, shredding or mincing unit or the design, capacity or method of installation of such unit has not been approved by the

Corporation, the Corporation may enter the premises from which the food waste is discharged and carry out any works necessary to stop the discharge of food waste into the sewer or drain. All costs of such work shall be payable by the occupier to the Corporation.

51.

52. SCHEDULE 4

Trade Waste Sampling and Monitoring Program

1. Sampling Point

The Sampling Point is either:

1.1. **[INSERT]**; or

1.2. as directed by the Corporation.

2. Sampling Program

2.1. The Corporation's staff shall collect a minimum of 1-2 (one-two) composite samples each month.

2.2. To determine compliance with the nature, flows, physical or chemical characteristics of the Trade Waste, the discharge shall be sampled at the Discharge Point or such other site specified by GWMWater, prior to and during discharge.

2.3. The Customer will be required at its cost by GWMWater:
(i) Install and maintain in sound working condition equipment required to measure and record the particulars set out in Schedule 3;

(ii) Comply with any sampling program (during discharge period) required by

(iii) Maintain clear and concise records of:

a. The dates and method of all sampling;
b. ii. The cleaning of all equipment used in the treatment, conveying and monitoring of the Trade Waste on the Premises;
c. iii. Details of how any residue from equipment during operation, cleaning or maintenance, is disposed of

2.4. The analysis of the Trade Waste carried out under any sampling program required by GWMWater shall be undertaken by a laboratory registered by the National Association of Testing Authorities (NATA), or a laboratory approved of in writing by GWMWater.

2.5. It is agreed by the Customer that where for sound reasons GWMWater seeks to

vary the sampling or monitoring required by the Customer, the Customer at its cost shall comply with such amended requirements.

3. Exceedance Charges

3.1. Where samples are not taken in compliance with Schedule 4 the following Exceedance Charges will apply:

53. SCHEDULE 5

TRADE WASTE REPORTING

The Trade Waste Report ("**Report**") must:

- be in a form to the satisfaction of the Corporation;
- include:
    - Future Forecasts and Demand of the Customer's anticipated needs over the next two year period,

as in accord with any amended requirements specified by the Corporation.

Future Forecast and Demands Report

The purpose of the Future Forecast and Demands Report is to provide the Corporation with sufficient information to prepare demand forecast and assess any potential impact on water/sewer systems with increased water and trade waste volumes from large industries.

If there are a range of scenarios that could eventuate, separate information should be provided for each scenario for the Corporation to evaluate.

If increased volumes are to be staged, an indication of the volumes that will be required in individual years should be provided.

The Future Forecast and Demands Report is to be updated and provided to the Corporation on an annual basis as part of the Trade Waste Report.

The Future Forecast and Demands Report shall include:

Water Supply

Monthly Water Demand

Month (ML)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Yearly Total
2015/2016													
2020/2021													
2035/2036													

Peak Day Water Demand

Peak Day Water Demand (ML/Day)	2015/2016	2020/2021	2035/2036

Peak Water Flow Rates

Connection	Peak Flow Rate (l/s)	Peak Day Volume
Existing connection (Need to specify diameter)		
Proposed new connection (Need to specify diameter)		
Other		

Trade Waste Discharge

Monthly Discharge Volume

Month (ML)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Yearly Total
2015/2016													
2020/2021													
2035/2036													

- Critical months that have the most impact on winter storage volumes are from April to September.

Peak Day Discharge Volume

Peak Day Discharge Volume (ML/Day)	2015/2016	2020/2021	2035/2036

Peak Discharge Flow Rate

Peak Discharge Flow Rate (l/s)	2015/2016	2020/2021	2035/2036

BOD Concentration/Loading

BOD Concentration (mg/L)	2015/2016	2020/2021	2035/2036
Peak			
Average			

BOD Loading (kg/Day)	2015/2016	2020/2021	2035/2036
Peak			
Average			

Other Trade Waste Loading

Nitrogen/TKN Loading (kg/Day)	2015/2016	2020/2021	2035/2036
Peak			
Average			

Total Phosphorus Loading (kg/Day)	2015/2016	2020/2021	2035/2036
Peak			
Average			

Sodium Loading (kg/Day)	2015/2016	2020/2021	2035/2036
Peak			
Average			

SPECIAL CONDITIONS

[insert]