









# Liquid Waste Carrier Application Form - Schedule 1

1300 086 489    [www.unitywater.com](http://www.unitywater.com)    [Tradewaste@unitywater.com](mailto:Tradewaste@unitywater.com)    PO Box 953, Caboolture QLD 4510

- determined by Unitywater ('**Payment Security**'); and
- b. A sum of money equivalent to the cost of replacing any Unitywater property provided to You under this Agreement as reasonably determined by Unitywater ('**Property Security**').
59. Any Unitywater property provided to You under this Agreement remains the property of Unitywater despite any Property Security payment made by You.
60. Failure to make any payment as required under this Agreement after written notice as a reminder to do so, results in the equivalent part of the Payment Security being immediately forfeited to Unitywater.
61. Failure to return any Unitywater property following a request to do so as required under this Agreement results in the Property Security being immediately forfeited to Unitywater.
62. On return of all Unitywater property in good working condition and the payment of all outstanding fees and charges, any remaining balance of the Payment Security and Property Security will be returned to You by Unitywater.

#### **Personal property security**

63. Unitywater may allocate any money received from You, including the Property Security and the Payment Security in any manner it determines, but in default will apply the money first to the payment of any unsecured fees and charges, owing to Unitywater, next to any reasonable enforcement expenses, and then to any secured balance owing.
64. You are not to allow to be perfected or attached in favour of You or any third party, a security interest in any of the money from time to time payable to Unitywater, or any Unitywater property, whether to a provider of new value, or otherwise.
65. You agree to do anything reasonably required by Unitywater to ensure that, at all times, Unitywater has a continuously perfected security interest over all of Unitywater's property that relates to this Agreement.
66. You waive Your right to receive a copy of the verification statement confirming registration of a financial statement or financing change statement for any security interest in relation to this Agreement.

#### **Insurance**

67. You are to provide Unitywater with Your current certificates of insurance for:
- a. Public liability insurance covering claims in respect of damage to, loss or destruction of, or loss of use of, real or personal property and injury to, or disease or death of persons arising out of this Agreement or any act or omission of the Customer, its employees, agents or contractors. Such public liability insurance must have a limit of cover of no less than \$10 million per claim and in the aggregate per insurance year and be maintained with insurers and on terms acceptable to Unitywater; and
- b. Other insurance as required by Unitywater at its sole discretion from time to time.
68. You are to provide Unitywater with Your current certificates of insurance required under clause 67 of this schedule 1: General terms and conditions:
- a. by the date requested by Unitywater upon entry into this agreement, if any;
- b. each time any of the certificates of insurance is renewed or replaced; and

c. On request by Unitywater.

69. If Your insurance cover under clause 67 of this Schedule 1: General terms and conditions is not current at any time, You are to advise Unitywater immediately.

#### **Address for notices**

70. Unitywater's address for notices at the time of entering into this Agreement is:
- a. Tradewaste@unitywater.com; or
- b. Trade Waste Team, Unitywater, PO Box 953, Caboolture QLD 4510.
71. If Unitywater updates its address for notices it will be made available at the Unitywater website: [www.unitywater.com](http://www.unitywater.com).
72. Your address for notices is the address You nominate on Your Application Form.
73. Either party may change their address for notice by notifying the other party in writing.
74. You agree that Unitywater may send electronic notices to You.
75. A notice, including an invoice, is considered received by You if Unitywater delivers it to Your address for notice.

#### **Access**

76. Any property provided to You by Unitywater remains at all times the absolute property of Unitywater and You agree that You have no proprietary rights or interests in that property.
77. All risk in the Unitywater property passes to You on delivery and subject to the terms of this Agreement and reverts when returned to Unitywater.
78. You are to ensure that Unitywater is to have access to Unitywater property at all times to carry out inspections relating to this Agreement.
79. Unitywater is to cause as little disruption or inconvenience to You as practicable in the circumstances when performing inspections.

#### **Faulty property**

80. If any Unitywater property provided to You under this Agreement is or becomes faulty, You are to notify Unitywater by the next business day to arrange for a replacement.
81. Where Unitywater determines, at its sole discretion, that the returned Unitywater property was faulty and was not damaged, Unitywater is to provide replacement Unitywater property to You without claiming any payment from Your Property Guarantee.
82. You will incur a charge to cover administrative costs if You do not notify Unitywater according to clause 81 of this Schedule 1: General terms and conditions.

#### **Damaged property**

83. If any Unitywater property provided to You under this Agreement is or becomes damaged or destroyed, You are to return it to Unitywater immediately.
84. Unitywater is to claim an amount from Your Property Guarantee for the damaged or destroyed Unitywater property.
85. Unitywater is to provide you with replacement Unitywater property on condition You first provide a Property Guarantee to Unitywater for the replacement.

#### **Lost or stolen property**

86. If any Unitywater property provided to You under this Agreement is lost or stolen, You are to advise the Queensland Police Service immediately then advise Unitywater and provide the report number to Unitywater immediately after.









# Liquid Waste Carrier Application Form - Schedule 2

1300 086 489 [www.unitywater.com](http://www.unitywater.com) [Tradewaste@unitywater.com](mailto:Tradewaste@unitywater.com) PO Box 953, Caboolture QLD 4510

## Schedule 2: Liquid Waste Carrier Terms and Conditions

1. You are not to discharge any Prohibited Substance into Unitywater's infrastructure where Prohibited Substance means any prohibited substance listed in Schedule 1 of the *Water Supply (Safety and Reliability) Act 2008* (WSA).
2. You are to comply with the General Conditions described in Schedule 2 – Annexure 1 of this Agreement.
3. You are to comply with the Trade Waste Management Plan and any Discharge Management Plan specified by Unitywater.
4. You are to pay the liquid waste fees and charges that apply to this Agreement as set out on the Unitywater website.
5. You are to comply with Australian law and any Australian standards applicable to any matter or thing the subject of or pertaining to this Agreement.

### Inspection

6. You are to provide Unitywater with all requested information in relation to this Agreement, and applicable laws and guidelines within seven days of request by Unitywater.
7. You agree to allow any Unitywater personnel, including employees and agents to inspect any discharge and to sample any discharge to Unitywater's infrastructure, at Your cost, in the event of an emergency (as determined by Unitywater) or otherwise if:
  - a. Your reasonable safety and security procedures are complied with by Unitywater personnel while undertaking the inspection and/or sampling.

### Management

8. On request from Unitywater You agree to provide a Discharge Management Plan to Unitywater within 20 business days.
9. Unitywater is to notify You of any changes Unitywater reasonably requires to Your Discharge Management Plan which You must implement within 10 days of receipt.
10. Unitywater may specify reasonable Approval Conditions at its sole discretion including that certain works must be constructed to treat or store the waste.

### Incident

11. If You become aware of any incident including, but not limited to an incident involving:
  - a. Any change in the physical or chemical characteristics of the discharge to Unitywater's infrastructure;
  - b. Unusual or hazardous wastewater or Prohibited Substance entering Unitywater infrastructure,
  - c. any infrastructure leak, or environmental harm,
  - d. any event which may cause harm or nuisance to any person or property in relation to discharge to Unitywater's network.

You are to inform Unitywater, complete a Unitywater incident form and provide a copy of that form to Unitywater as soon as possible and use Your best endeavours to mitigate any loss or damage caused by the incident.

### Suspension

12. Unitywater may at its sole discretion suspend liquid waste discharge under this Agreement if:
  - a. Unitywater determines that the discharge may harm public health, the environment, the sewerage

- or anyone working on the sewerage;
- b. Unitywater is not satisfied that the sewage treatment plant to treat the discharge is capable of treating the discharge to an acceptable standard;
- c. Unitywater considers the effect of the discharge on any existing or potential re-use of treated water or sludge would be adverse to its purposes;
- d. Any General Conditions described in Schedule 2 – Annexure 1 of this Agreement is not complied with.
13. Other than in an emergency, Unitywater is to give You a show cause notice about the proposed action before suspending this Agreement.
14. You are to have three business days to respond to Unitywater's show cause notice if one is given to You.
15. If, after considering any properly made submissions, Unitywater is reasonably satisfied the approval should be suspended it is to provide an information notice to You suspending the approval for a stated amount of time.

### Termination

16. To the extent permitted by law, Unitywater may terminate this Agreement immediately if:
  - a. You breach any term of this Agreement; or
  - b. You allow any property damage, personal injury or environmental harm to occur in relation to this Agreement as determined by Unitywater.
17. On termination or expiry of this Agreement, You are liable for all costs to access, inspect, disconnect and remove your equipment from Unitywater's infrastructure, to remove Your property from Unitywater premises, and to remediate any Unitywater infrastructure or premises affected due to Your discharge.
18. On suspension or termination of this Agreement, You are not to discharge any liquid waste into Unitywater's infrastructure in relation to this Agreement, and must dispose of that liquid waste according to law and at Your cost.

### Prohibited substances

19. No prohibited substances listed in Schedule 1 of the *Water Supply (Safety and Reliability) Act 2008* are to be introduced into Unitywater's sewerage infrastructure including but not limited to:
  - a. Solid or viscous substance in a quantity or of a size that can obstruct sewerage or interfere with the operation of sewerage and in no case solids with a maximum linear dimension of greater than 20 millimetres and a quiescent settling velocity greater than 3 metres per hour. Examples include animal guts or tissues, paunch manure, bones, hair, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, sawdust, metal, glass, straw, grass clippings, rags, spent grains, waste paper, wood and plastics.
  - b. A flammable or explosive solid, liquid or gaseous substance, including petrol and any substance with a closed-cup flashpoint of less than 60°C.

# Liquid Waste Carrier Application Form - Schedule 2

1300 086 489    [www.unitywater.com](http://www.unitywater.com)    [Tradewaste@unitywater.com](mailto:Tradewaste@unitywater.com)    PO Box 953, Caboolture QLD 4510

- c. Floodwater, rainwater, roof water, storm water, subsoil water and surface water. Note that where such water is collected and used in substitute for potable water and then used to generate trade waste, the wastewater will no longer be considered to be a prohibited substance. However, Where such water has been modified by commercial activities or trade, we will regard the water as trade waste and use our discretion whether to accept the wastewater to sewer (i.e. landfill leachate).
- d. A substance, that given its quantity, is capable alone, or by interaction with another substance discharged into sewerage, of inhibiting or interfering with a sewage treatment process, causing damage or a hazard to sewerage, causing a hazard for humans or animals, creating a public nuisance, creating a hazard in waters into which it is discharged or contaminating the environment in places where effluent or sludge from a sewage treatment plant is discharged or reused. This includes but is not limited to:
- noxious or malodorous liquids, gases, solids, or other wastewater; petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference (i.e. accumulation in a pump station wet well) or pass through;
  - alkaline degreasers or other products intended for the use of solubilising or emulsifying oil, grease and fat residues; raw or depleted degreasing substances or baths of detergent cleaners, hydrocarbon cleansers, caustic soda, phenol/cresol solutions, cresylic acid and chlorinated hydrocarbons;
  - contaminants which result in the release of toxic gases, vapours, or fumes within sewerage infrastructure in a quantity that may cause worker health and safety problems; and
  - any sludge, screenings, or other residual wastes from the pre-treatment of industrial or commercial wastes or from industrial or commercial processes, unless such wastes have undergone pre-treatment and have been approved for discharge by Unitywater.
  - A substance at a temperature of more than 38°C.

### **Restricted substances**

20. No person, whether the person is an approval holder or not, shall introduce or cause to be introduced into Unitywater's sewerage infrastructure any restricted substance at concentration or mass load greater than the relevant sewer acceptance criteria listed in the tables below. Any substance not listed in the sewer acceptance criteria is a restricted discharge and must not be discharged at measurable concentrations unless specifically approved by Unitywater.

### **Quality**

21. Exceptions to Unitywater's Sewer Admission Limits
- Should the waste transporter suspect the wastewater is not within Unitywater's sewer admission limits, Unitywater's Trade Waste Section should be contacted for advice regarding exceptions detailed in the trade waste agreement/permit issued for the business generating the wastewater.
  - Exceptions to Unitywater's sewer admission limits may also be approved for individual wastewaters, however these exceptions will be assessed on a case-by-case basis and any approval will be at Unitywater's sole discretion.

### **Monitoring**

#### **22. General**

- Volumes discharged and type of wastewater electronically recorded via the Avdata Water Management System which is activated by using the fob keys issued.
- Complete a Trade Waste Monitoring Programme docket when the AvData system is unavailable. If the docket system is used the contractor must complete a docket for each and every discharge. Also the various copies of the dockets must be distributed as detailed on the docket.

### **Wastewater Quality Monitoring**

23. To determine compliance with this Agreement, or the generator/transporter seeks approval to discharge a wastewater of unknown quality, sampling and analysis of the wastewater may be necessary. The programme for this monitoring, which will include the sampling procedures and parameters the wastewater must be analysed for, will be specified in writing by Unitywater. The related cost of this monitoring shall be borne by the trade waste generator/transporter.

### **Audit Monitoring**

24. Unitywater may undertake additional sampling and monitoring of the wastewater at its sole discretion.

### **Penalty Charges**

25. Should an unforeseen event occur that results in the discharge of high strength waste to Unitywater's sewer, additional charges calculated by applying a reasonable factor to the appropriate wastewater quality charge will be levied. In this instance high strength waste is waste with one or more contaminate concentration, usually chemical oxygen demand (COD) or suspended solids (SS), greater than the sewer admission limits and exceptions.

### **Charges for adverse impact on Unitywater's Sewerage Systems**

26. Unitywater reserves the right to also charge for other parameters that may adversely impact on the sewerage system. Such charges will be reasonably calculated as the actual charges incurred by Unitywater in managing the specific impact.





















