

Liquid Waste Hauler Permit General Conditions –Appendix A

These conditions are general permit acceptance conditions and may be subjected to change according to individual and specific company conditions.

1 Vehicles

- 1.1 You may only use the vehicles that you have indicated to us on the permit to deliver hauled liquid waste to our facilities;
- 1.2 You must advise us as soon as practicable of any changes to your vehicle details.
- 1.3 The swipe cards issued to individual vehicles are for use with that vehicle only. You must not use a swipe card with different vehicle or for a purpose other than activities pertaining to this permit.
- 1.4 You must keep swipe cards issued by us secure at all times to prevent their use by unauthorised persons.
- 1.5 If you lose a swipe card, you must advise us as soon as practicable. We will disable access by that card and issue a replacement card to you. A replacement charge applies.

2 Acceptable discharge

- 2.1 We will accept liquid hauled wastes of the following kinds:
 - 2.1.1 Septic tank sludge
 - 2.1.2 Septic tank effluent/portable toilet contents
 - 2.1.3 Non-domestic hauled waste consigned to you by a third party holding a valid Liquid Hauled Waste Generator Permit issued by us.
- 2.2 Each batch must be between pH6 and pH10. You might need to adjust the pH of individual batches to meet this requirement.
- 2.3 Loads must not contain any material prohibited from discharge to the sewer by regulation 20.1 of the *Sewerage Regulations 1996*. For the purposes of this section, we will hold you responsible for liquid wastes defined in sections 2.1.1 and 2.1.2, or hold the third party responsible, if the waste is of a type defined in section 2.1.3.

3 Discharge protocols

- 3.1 You must complete the site induction and follow the standard operating procedures for each of our facilities where you intend to discharge liquid hauled waste. This includes providing satisfactory evidence of your registration with WorkCover SA, and your public liability insurance cover for \$10,000,000.
- 3.2 You must at all times follow the instructions given by an authorised SA Water officer while your vehicle is on our property, including site-specific environment protection measures and occupational health and safety requirements.
- 3.3 You must log discharge details in accordance with the manual or automatic system in use at the particular septic tank waste disposal station.
- 3.4 You must not allow additional material to be added to a tanker after a liquid hauled waste generator has consigned a batch of liquid waste to you and fitted a tamper-proof seal to your vehicle.
- 3.5 You may only remove a tamper-proof seal immediately before discharging a consigned batch of liquid waste at the septic tank waste disposal station. This seal must then be placed in the nearby records box.
- 3.6 You must make good, to our satisfaction, and at your cost, any damage caused by you or any person acting on your behalf while on our property. If you fail to make good any such damage in the manner and within the time directed by us, SA Water may itself arrange for the damage to be made good and, if this occurs, you must reimburse SA Water for its costs of making good the damage.
- 3.7 We may assess loads at the point of acceptance, or take random samples of the discharged material for laboratory analyses, to verify that each is of the type and acceptable quality as specified in section 2.
- 3.8 If we believe that a load does not comply with the quality specified in section 2, we may refuse to accept that load because of this non-compliance.
- 3.9 If we can demonstrate that a load from you adversely affected our processes, we will take action to recover the cost of remedial actions.
- 3.10 Should a non-compliance with acceptable quality arise, we will not accept further loads until we are satisfied that the reason(s) for non-compliance no longer exist.

4 Charges

- 4.1 We will apply the prevailing liquid hauled waste charge rates to the type of material discharged. They are not subject to GST.
- 4.2 Our fees and charges are subject to annual review and adjustment. You may seek information from us regarding the current charge amounts applicable to your permit, or refer to our internet site at www.sawater.com.au/sawater/yourbusiness/tradewaste/.
- 4.3 Quality and quantity charges will be calculated using
- 4.3.1 The metered discharge volume per load (rounded up to the nearest whole kilolitre), or where the discharge is not metered, the full load capacity of your vehicle (rounded up to the nearest whole kilolitre); and
 - 4.3.2 The septic tank sludge or septic tank effluent/portable toilet contents charging rate, whichever is applicable to each load.
 - 4.3.3 Charges for loads of non-domestic hauled waste as defined in section 2.1.3 are billed to the third party waste generator, not the liquid waste hauler.

5 Payments

- 5.1 We will invoice you for hauled liquid waste charges on a quarterly basis in arrears.
- 5.2 We will invoice you for any costs incurred by SA Water in making good damage caused by you or any person acting on your behalf while on our property.
- 5.3 You must pay for all charges and reimbursement of costs by the due date stated in our invoice.

6 Duration of this permit

- 6.1 This permit is valid for a period of five years from the date of issue.
- 6.2 You may request renewal of this permit no later than one month before the expiry to allow time to review the conditions.

7 Permit is not transferable

- 7.1 You cannot transfer or assign this permit to another party.

8 Suspension or termination of this permit

- 8.1 You may terminate your obligations under this permit upon giving one month's notice in writing to us and making payment to us of all outstanding amounts that have become payable to us in relation to this permit. This permit shall terminate at the later of the expiration of the one month notice period and the payment to us of all amounts payable in relation to the permit. Termination shall not prejudice any rights that have accrued to either you or us in relation to this permit prior to the time of termination.
- 8.2 We may suspend the permit if;
- 8.2.1 Any information given by you in the application for authorisation to discharge liquid hauled waste is found to be false, incomplete or misleading in any material particular; or
- 8.2.2 acceptance of your liquid hauled waste would be likely to cause us to contravene any regulatory requirements or fail to meet any of our residual product specifications; or
- 8.2.3 our invoice remains unpaid after the due date for payment stated on the invoice.
- 8.3 In serving notice of permit suspension, we will specify;
- 8.3.1 the reason(s) for the notice;
- 8.3.2 what you must do; and
- 8.3.3 the likely duration of the suspension period
- 8.4 When you receive a notice suspending your permit, you must cease all or part of your discharges of liquid hauled waste as directed, subject only to any delay that may be required to safeguard the health or life of any person.
- 8.5 Authorisation to discharge liquid hauled waste will be reinstated once we are reasonably satisfied that the circumstances giving rise to suspension no longer exist
- We may, on giving one month's notice in writing to you, terminate this permit:
- 8.5.1 on the ground that there has been a breach of permit conditions; or
- 8.5.2 you have not complied with a direction given in a notice suspending your permit;
or
- 8.5.3 our invoice remains unpaid after the due date for payment stated on the invoice;
or
- 8.5.4 on such other ground as we think fit and you have not, within the one month notice period, demonstrated to our satisfaction that the ground for termination specified in our notice is erroneous or that reasonable grounds exist for continuing the permit.
- 8.6 To the extent permitted by law you are not entitled to any remedy against us for or relating to a suspension or termination of this permit.

9 Grievance and Dispute Resolution

- 9.1 We will endeavour to resolve any issues that may arise in relation to this permit by discussions and negotiation with you.
- 9.2 If you are not satisfied with the way we have handled an issue, or with the outcome, we will provide an opportunity for your complaint to be escalated within SA Water.

10 Changes to this permit

- 10.1 We may change any requirement or condition in this permit in response to;
 - 10.1.1 your notification relating to changes in vehicle details; or
 - 10.1.2 operational problems experienced by us that are attributable to your liquid hauled waste discharge; or
 - 10.1.3 circumstances beyond our control, such as changes in law or the conditions imposed on us by a regulatory authority.
- 10.2 We will notify you of any changes to this permit, as far in advance as is reasonably practicable.

11 Communications and notices

- 11.1 Routine communications relating to the permit may be conducted verbally, but must be verified in writing.
- 11.2 You may send a written communication to us via post, facsimile transmission, or email using the following contact details.

**SA Water Corporation
250 Victoria Square
Adelaide SA 5000**

**Attention: Trade Waste Branch
Facsimile: 08 7003 3366
Email: tradewastebranch@sawater.com.au**

12 Definitions and Interpretation

In this permit:

“we”, “us” “our” means South Australian Water Corporation or any person authorised to act on behalf of the South Australian Water Corporation.



“you”, “your” means the business or organisation to which consent to discharge trade waste from the premises has been given.

“date of issue” means the date appearing at the beginning of this permit.

“permit” means this document along with any attachments.

“the Act” means the *Sewerage Act 1929*

“liquid hauled waste” means the wastewater and any substances in it, which is of a quality that the South Australian Water Corporation can safely accept into its wastewater systems.

“SA Water” means South Australian Water Corporation.

“WorkCover SA” means the entity set up under the *WorkCover Corporation Act 1994*, to manage the South Australian Rehabilitation and Workers Compensation Scheme.

In this permit,

- (a) words denoting the singular number or plural number include the plural number and single number respectively;
- (b) headings are for convenience only and shall not affect interpretation