74-76 SEVILLE STREET, FAIRFIELD EAST

Vehicle Waste Transfer Station & Resource Recovery Facility
Plan of Management

Prepared for:

Hassani Investments & Hussain Group Investments c/o Hamptons Property Services PO Box 954 EDGECLIFF NSW 2027



PREPARED BY

SLR Consulting Australia Pty Ltd ABN 29 001 584 612 Tenancy 202 Submarine School, Sub Base Platypus, 120 High Street North Sydney NSW 2060 Australia

T: +61 2 9427 8100

E: sydney@slrconsulting.com www.slrconsulting.com

BASIS OF REPORT

This report has been prepared by SLR Consulting Australia Pty Ltd with all reasonable skill, care and diligence, and taking account of the timescale and resources allocated to it by agreement with Hassani Investments & Hussain Group Investments (the Client). Information reported herein is based on the interpretation of data collected, which has been accepted in good faith as being accurate and valid.

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DOCUMENT CONTROL

Date	Prepared	Checked	Authorised
17 August 2020	Peter Georgiou	Paul Delaney	Paul Delaney



EXECUTIVE SUMMARY

SLR Consulting Australia Pty Ltd (SLR) has been engaged by Hamptons Property Services Pty Ltd (Hamptons) on behalf of Hassani Investments Pty Ltd & Hussain Group Investments Pty Ltd (H&H) to carry out a number of specialist environmental studies for a proposed Vehicle Waste Transfer Station and Resource Recovery Facility, to be located at 74-76 Seville Street, Fairfield East.

These studies have been prepared to accompany the Environmental Impact Statement for the proposed Facility.

This report covers a stand-alone Plan of Management that supports the EIS submission covering the following items:

- Noise and Vibration refer separate Report prepared by SLR, 14 May 2020
- Waste Management refer separate Report prepared by SLR, 14 May 2020
- Waste Contract with Cleanaway operations
- Water Management refer separate Report prepared by SLR, 14 May 2020
- Fuel System Management refer separate Report prepared by SLR, 8 May 2020

This report also includes the Roles and Responsibilities of the proposed Facility's Site Manager in relation to the above and the associated expectations of site workers, site operators, sub-contractors and visitors to the site.



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1 PROJECT LOCATION AND DESCRIPTION

1.1 Site Location

The site of the proposed development is 74-76 Seville Street, Fairfield East – refer Figure 1.

This site is located within the catchment of Burns Creek, a tributary of Prospect Creek, within the Georges River catchment. The rear boundary of the project site adjoins Burns Creek, and has been previously filled so that it is elevated above the natural top of bank.

Figure 1 Development Site Location



1.2 General Project Description

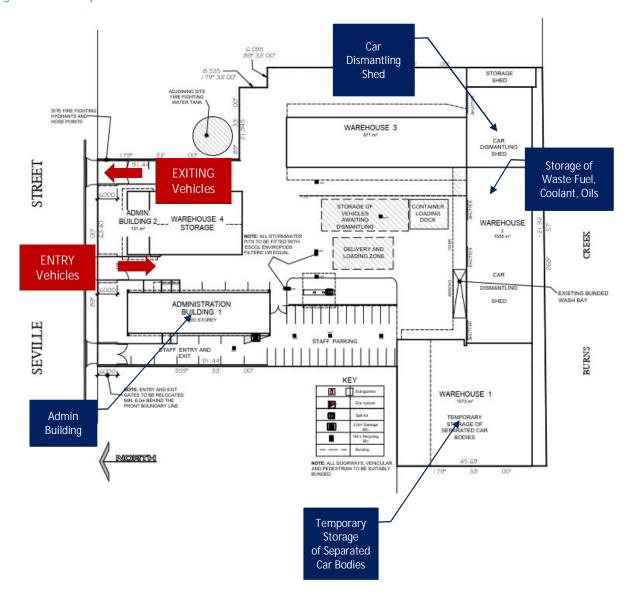
The proposed operation of the Facility generally comprises of the following:

- Delivery of used motor vehicles to the site, which are often in a damaged state;
- Dismantling of vehicles to recover the engine and gearbox including temporary storage;
- Subsequent sale and transportation off-site of separated engines, gearboxes, tyres and remaining car bodies by wholesale with no on-site retail; and
- Separation of waste material during dismantling process, including fuel, coolant fluids, engine oils, etc, and temporary storage awaiting subsequent collection of waste material for offsite recycling and/or landfill.
- Dismantling is carried out under roof. During dismantling, vehicle fluids are drained and transferred into bunded storage vessels. Any liquid spills are attended to with spill kits comprising adsorbent materials.



Figure 2 shows the main operational functional areas of the proposed Facility.

Figure 2 Site Operational Functional Areas



1.2.1 Specific Operational Details

Table 1 summarises key operational details for the proposed Development.

Table 1 Key Development Operational Details

Item	Notes	Operational Details		
Employees	Standard	Average	25	
			20 operational	
			5 administration (in Administration Building)	
Hours of Operation	Standard	Monday to Friday	7:00 am to 5:00 pm	
	(no out-of-hours planned)	Saturday	7:00 am to Noon	
		Sunday and Public Holidays	NO WORK	
Vehicle Movements	Delivery of Used Motor Vehicles	Average Daily INTO Site	40 Tow Trucks ¹	
(in and out of site)		Peak Daily ²	10 Tow Trucks per hour	
	Transfer Off-Site of Car Bodies	Average Daily OUT OF Site	10 Medium Trucks	
	Transfer Off-Site of Engines	Average Daily OUT OF Site	2 Medium Trucks	
	Transfer Off-Site of Gearboxes	Average Daily OUT OF Site	1 Medium Truck	
	Transfer Off-Site of Tyres	Average Daily OUT OF Site	1 Medium Truck	
Vehicle Movements (on site)	Movements of car bodies, engines, gearboxes, tyres, among other items	Average Daily	3 Forklift Trucks in continuous operation	



¹ Each tow truck would be typically carrying one used vehicle to site

 $^{^2}$ Peak daily movements are expected between the hours of 11:00 am to 2:00 pm and 4:00 pm to 5:00 pm

2 ROLES AND RESPONSIBILITIES

It is the responsibility of the Site Manager to implement this Plan of Management (PoM) and a responsibility of all staff, employed either directly or as sub-contractors, to follow the procedures set out in this PoM.

The Site Manager will:

- Ensure the PoM is implemented throughout the life of the operation of the proposed Facility;
- Update the PoM as needed to ensure the plan remains applicable;
- Ensure effective communication and education as required is provided to all site staff, any new operators and visitors about the provisions of this PoM;
- Conduct regular inspections and audits of relevant PoM provisions, including the maintenance of PoM-related signage to ensure it remains clean, clear and applicable; and
- Manage any complaints and non-compliances reported through PoM audits.

All Site Employees will:

- Familiarise themselves with all relevant elements of the PoM; and
- Adhere to all PoM-related directions as given by the Site Manager; and

All Site Visitors will:

Adhere to all PoM-related directions as given by the Site Manager.

All Site Sub-Contractors, especially Cleaners and Caretakers, will:

 Pay specific attention to ensuring that bins and waste storage areas are kept tidy, cleaned as per the PoM, not over-filled, that waste and recycling activities in storage rooms are undertaken as per the PoM, and that compactors are maintained and operated as per the Site Manager's instructions, ensuring no overfilling occurs.

Key Site Contacts

Ley site contacts in relation to the above are listed in Table 2.

Table 2 Key Site Environmental Management Contacts

Name	Role	Mobile Number
ILIAS HASSANI	Site Supervisor	0434 450 140
To Be Advised (TBA) Environmental Site Representative		TBA
TBA	HSEQ Manager	TBA



3 PLAN OF MANAGEMENT - NOISE & VIBRATION

Details of the inputs to following management controls can be found in:

 SLR Report 610.18609-R05-v2.0 Noise & Vibration (May 2020)
 "74-76 Seville Street, Fairfield East, Proposed Vehicle Waste Transfer Station & Resource Recovery Facility, Noise & Vibration Assessment"

3.1 Assumptions Regarding Operations Relevant to Noise and Vibration

3.1.1 Wrecking and Loading Dock Activities

There are two primary sources of operational noise:

- Wrecking activities that will occur within Warehouse 2.
- Loading dock activities that will occur in the container loading area.

The following represents the worst-case scenario in relation to noise generation for any 15-minute period:

- Two forklifts and two rattle guns are operating continuously within Warehouse 2 for the entire 15-minute period. SLR has conservatively assumed a worst-case reverberant LAeq(15minute) sound pressure level of 80 dBA within Warehouse 2.
- Four flatbed trucks will enter the site, be unloaded/loaded in the container loading area and subsequently exit the site, with at least two flatbeds idling within the container loading area throughout the entire 15-minute period. The trucks are conservatively assumed to have a sound power level of 95 dBA.
- It is conservatively assumed that all expected daily deliveries would occur within the peak times of 11:00 am to 2:00 pm and 4:00 pm to 5:00 pm – this would result in 10 deliveries per hour during these times. It is subsequently assumed that, as a further worst case scenario, four of these 10 deliveries would occur within a 15-minute period.

3.1.2 Incremental Road Traffic Noise Related to the Proposed Facility

The incremental road traffic noise associated with the proposed facility arises from noise emissions from vehicles entering and exiting the proposed Facility, incorporating the following assumptions:

• 80 flatbed trucks would pass by Seville Street receivers during any one 15-hour period (two pass-by's per delivery). The sound exposure level (LAE) of each pass-by is 80 dBA.

3.2 Management Controls – Noise & Vibration

SLR Report 610.18609-R05-v2.0 concluded that, under the conservative worst-case scenario noted above, the proposed Facility would be compliant and that Facility operations would only be faintly audible at the nearest sensitive receiver when measured during the daytime.

Accordingly, the development was considered feasible based on it assumed noise emissions.



To support the above, the following management controls are recommended.

Management Controls

- Any tonal reversing alarms to be used by forklifts and flatbeds should be replaced with broadband (quacker) alarms. Given the distance to the nearest sensitive receivers, broadband alarms are more likely to blend in with the background noise. And, in this case, the 5 dB tonal penalty assumed in the worst-case scenario noise predictions would no longer apply.
- Where possible, deliveries should be staggered and spread evenly over the operating hours. The
 operational noise levels predicted in SLR Report 610.18609-R05-v2.0 showed that four deliveries within
 any 15-minute period would result in marginal compliance with the NPfI intrusiveness criterion at the
 nearest sensitive receivers. Accordingly, the number of deliveries within any 15-minute period should
 be limited to a maximum of four.
- The noise predictions made in SLR Report 610.18609-R05-v2.0 were based on noise emissions from a "typical" flatbed truck. Flatbread trucks can vary considerably in noise emissions, with some particularly loud trucks exceeding the assumed 95 dBA sound power level. While trucks used to deliver vehicles to the site will be beyond the control of the proponent, the proponent should take steps to advise the owners of any such excessively loud flatbed trucks, eg delivery vehicles with defective mufflers or other faults that cause them to be particularly loud, to address the situation as soon as practicable, with the ultimate mitigation control mechanism of not allowing such vehicles on site if the owners have been given sufficient warning over a reasonable period of time.

Implementation of the above noise and vibration management controls will ensure the proposed Facility continues to comply with the relevant NSW environmental criteria.



4 PLAN OF MANAGEMENT - WASTE

Details of the inputs to following management controls can be found in:

 SLR Report 610.18609-R07-v2.0 Waste Management (May 2020)
 "74-76 Seville Street, Fairfield East, Proposed Vehicle Waste Transfer Station & Resource Recovery Facility, Waste Management"

4.1 Assumptions Relevant to Waste

Operational waste generated by the proposed Facility itself (as opposed to waste received through the delivery of vehicles) is expected to relate to the site administration buildings and warehouse areas only, with the following broad waste streams:

- General waste and commingled recycling
- Food and organic wastes
- Bulk packaging wastes, including polystyrene and cardboard boxes
- E-wastes, and
- Any bulky waste items (likely minimal).

The operational waste and recycling rates anticipated to be self-generated by the proposed Facility are shown in Table 2. Bins and associated storage area requirements are provided in Table 3.

Table 3 Estimated Quantities of Self-Generated Waste and Recycling

	Aroo	Litres per day			Litres per week		
Location	Area (m²)	Waste	Paper & Cardboard Recycling	Other Recycling	Waste	Paper & Cardboard Recycling	Other Recycling
Admin. Building (One storey)	131	15	20	15	90	120	90
Admin. Building (Two storey)	1,036	105	125	85	630	750	510
Warehouse 1	1,422	430	130	90	2,580	780	540
Warehouse 2	1,714	515	155	105	3,090	930	630
Warehouse 3	871	265	80	55	1,590	480	330
Warehouse 4	584	180	55	40	1,080	330	240
Total	5,758	1,510	565	390	9,060	3,390	2,340

Table 4 Minimum Number of Bins and Storage Area Required

	Number of bins require	Total Number	Recommended	
Garbage	Recycling Paper and Cardboard	Other Recycling	of Bins	Storage GFA (m ²)
1 x 3 m ³	4 x 240 L	3 x 240 L	8	15



4.2 Management Controls

4.2.1 Waste Storage Areas

SLR Report 610.18609-R07-v2.0 Section 5.5.2 detailed the requirements for waste storage areas.

It was noted in the above report that current Facility drawings show that the waste storage areas for the proposed Facility comply with these requirements.

Management Control:

• The Site Manager shall ensure that, with any future operational changes to the Facility, compliance with SLR Report 610.18609-R07-v2.0 Section 5.5.2 is maintained.

Further to the above:

- The waste storage area is to be regularly maintained; the floor is to be graded so that any water used for cleaning is directed to a sewer authority approved drainage connection located on site;
- The waste storage area is to be cleaned with hot and cold water provided through a centralised mixing valve; the hose is to be located in an easily-accessible area with no obstruction by waste containers, and
- Waste and recycling bins are to be cleaned in an area draining to a sewer authority approved drainage connection.
- The proponent will demonstrate disposal of waste at a lawful waste disposal or recycling facility via a valid waste and recycling collection contract with its private waste contractor.

4.2.2 Waste Avoidance, Re-Use and Recycling

SLR Report 610.18609-R07-v2.0 Waste Management Section 5.7 detailed numerous measures to encourage waste avoidance, re-use and recycling.

Management Control:

• The Site Manager shall implement the recommendations set out in SLR Report 610.18609-R07-v2.0 Section 5.7 where practicable, develop associated targets and carry out audits to demonstrate progress against those targets.

4.2.3 Bulky or Hazardous Waste Management

SLR Report 610.18609-R07-v2.0 Waste Management demonstrated that sufficient space will be provided at the proposed Facility for the storage of large and/or bulky items and hazardous wastes that cannot be disposed of in the general waste or recyclable streams.

Management Control:

• The Site Manager shall determine, depending upon the suitability of the material, whether bulky waste collection can be undertaken as part of the waste collection services of its private waster contractor.



4.2.4 Signage

SLR Report 610.18609-R07-v2.0 detailed the waste management education and communication requirements relevant to employees and contractors, including cleaners, in relation to signage, including clear and correct labelling on all waste and recycling bins, indicating the correct type(s) of waste that can be placed into a given bin; signposts and/or directions to location of waste storage areas; clear signage in all waste storage areas to instruct users how to correctly source separate waste and recycling; maintaining a consistent style colour scheme and system for signs throughout the Development – refer examples in Figure 3; and guidelines provided at NSW EPA³; and emergency contact information for reporting issues associate with waste or recycling management.

Figure 3 Example of Bin Labels for Operational Waste



Management Control:

• The Site Manager shall ensure that the above recommendations are implemented and that the associated training for staff, contractors, visitors, etc, is undertaken on a routine basis.

4.2.5 Monitoring and Reporting

Management Control:

Monitoring of bins and bin storage areas should be conducted, at minimum: every week, in the first two
months of operation and every six months, thereafter. Any deficiencies identified in the waste
management system, including unexpected waste quantities or new waste streams, are to be rectified
as soon as practicable.

4.3 Site Waste Processing from Vehicles Delivered

The proposed Facility is expected to receive 8000 vehicles per year, with an average of 40 used vehicles delivered per day. The major waste streams that are anticipated from the processing undertaken at the Development are tyres, engines, engine oils and coolants, gearboxes and car shells.



³ NSW EPA waste signs/posters http://www.epa.nsw.gov.au/wastetools/signs-posters-symbols.htm

- Car bodies are to be stored in warehouse 1, until they are dismantled in warehouse 2.
- Warehouse 2 will also accommodate the storage of waste fuels, coolants and oils.
- The dismantled car parts, such as engines and gearboxes, will be stored directly into shipping containers ready to be collected for off-site transfer.
- Each waste stream will be sorted by the onsite operators into the allocated skip bins and storage areas.
- Three forklifts will be present on site for manoeuvring heavier waste loads and storing them in the allocated skip bins or storage areas.

Table 4 below lists the proposed management method for each waste stream that will be collected from the Development.

Table 5 Processing waste management method

Waste Stream	Proposed Management Method	Collection Frequency
Tyres	Transported off-site to a licenced recycling facility	Once daily
Engines	Transported overseas for reuse	Twice daily
Engine oils	Drained and stored in a 1 m³ container	As required
Engine coolant	Drained and stored in a 1 m³ container	As required
Gearboxes	Transported overseas for reuse	Once daily
Car shells	Car shells Transported off-site to a licenced recycling facility: Metal Force Recycling located 110 Fairfield Street, Fairfield East 2165	
Radiator fluid	Drained and stored in a 1 m ³ container	As required
Residual car waste	Attached to the car shells and collected with them	10 collections daily

- All waste streams are to be collected by a private waste contractor and disposed of at a facility lawfully able to accept them. Written evidence of the valid contract with the engaged private waste contractor is to be kept on site, as well any disposal dockets and receipts.
- Waste storage areas are to be checked as required by the Site Manager to ensure that no overflow occurs. If skip bin and waste storage areas reach capacity prior to the next regular collection cycle, removal and replacement should be arranged immediately.
- Standard signage is to be posted on all waste and recycling skip bins and storage areas. All skip bins and storage areas should be labelled correctly and clearly to identify stored materials refer NSW EPA guidelines⁴.
- Site Inductions for all site operators working at the site should include all relevant waste management measures and procedures, including emergency response procedures. on site.

⁴ NSW EPA approved waste materials signage http://www.epa.nsw.gov.au/wastetools/signs-posters-symbols.htm



4.4 Monitoring and Reporting

Management Control:

- Records of quantities of waste re-used, recycled or disposed to landfill are to be maintained by the Site Manager. Additionally, dockets and receipts verifying recycling and/or disposal in accordance with management controls related to waste must be retained and presented to the regulatory authorities such as Council, SafeWork NSW or NSW EPA if requested.
- Daily visual inspections of waste storage areas will be undertaken by site operators to identify and rectify
 any issues concerning waste management at the site, as well as identifying opportunities to improve
 waste management at the site. A written record of these inspections, which will include observations
 made and the results of any remedial actions taken, is to be undertaken and retained by the Site
 Manager.

4.5 Communication Strategies

SLR Report 610.16908-R07-v2.0 detailed communication strategies related to waste management initiatives and management measures. To realise these benefits, the following communication strategies should be considered by the Site Manager.

Management Control:

- Use consistent signage and colour coding throughout the Development;
- Ensure all employees and site contractors are informed of correct waste separation and management procedures;
- Provide directional signage to show locations and routes to waste storage areas;
- Clearly label general and comingled waste bins to ensure no cross contamination and to identify the types of waste that may be disposed of in each bin; and
- Educate all employees and site contractors, ensuring compliance with waste management protocols.

4.6 Waste Contract

The Waste Contract – signed with Cleanaway – is attached to this PoM – refer Appendix A.



5 PLAN OF MANAGEMENT – WATER

Details of the inputs to following management controls can be found in:

 SLR Report 610.18609-R08-v1.2 (May 2020)
 "74-76 Seville Street, Fairfield East, Proposed Vehicle Waste Transfer Station & Resource Recovery Facility, Water Management"

5.1 Site Water Usage

The proposed Facility will utilise existing site staff amenities that have potable water and sewerage services supplied by Sydney Water.

- No new water or sewerage services are required, and the Project will be serviced by making satisfactory arrangements with Sydney Water for ongoing water and sewerage services.
- The Project will not utilise any water on site for processing of waste, or dust control.
- No water licenses are required for the Project.

5.2 Classification of Site Water and Management Requirements

There are a number of different areas within the site which have with different levels of potential to pollute. These areas, the typical potential pollutants, and management requirements are described in Table 5.

Table 6 Catchment Water Characterisation and Management Requirements

Characterisation	Description	Primary Pollutants	Management Requirements
Hazardous Materials	Areas where hazardous materials are stored.	Cleaning agents / Spill control	Storage of hazardous materials should comply with relevant Australian Standards.
		Oils removed from vehicles and stored in ICB's	Typically stored under roof and / or within a bulk tank. Must have bunds to contain accidental spillages, or be stored in a self-bunding container
•	Hydrocarbons (oils, greases, brake fluids and	All dismantling activities <u>must be carried out</u> <u>under roof</u> .	
Areas	reas with high potential for the	the like) as well as other automotive fluids	Hydrocarbons from vehicles captured and stored in containers for recycling.
	drips.		Containers for storing hydrocarbons for recycling should be kept within a bunded area.
			Use spill kits for hydrocarbon leaks.
Road Areas	Staff and visitor car parks, and site access laneways. These are all sealed surfaces.	Runoff may contain sediments and pollutants typical of road surfaces.	A Gross pollutant Trap is required to reduce sediments, nutrients and oils/grease prior to discharge to Council's stormwater system.



Characterisation	Description	Primary Pollutants	Management Requirements
(Relatively) Clean Water - Building Roofs	Runoff from these areas generally has a very low pollutant load. These areas include rooves, and landscaped areas with established vegetation.	First flushes may contain elevated levels of nutrients (TN, TP) and sediments (TSS), with subsequent runoff usually much cleaner.	It is generally accepted that runoff from these areas does not require treatment, and can be discharged directly to the stormwater system.

5.3 Site Water Management

Catchments have been classified in accordance with site activities – refer Table 6 and Figure 5.

 Table 7
 Catchment Areas, Activities, Capture and Treatment

Designation	Catchment Area (ha)	Activities	Capture and treatment
CLEAN: Roof 1 & 2 (Offices) Roof 3 (Od Fuel Dispensing) Roof 4 (Disassembling and Storage)	0.67	Roof water directly connected to stormwater.	In the existing scheme of roof and stormwater drainage at site, most roof water is mixed with runoff from other areas. Discharge via proposed new oil/water separator/GPT.
DIRTY: - Hardstand	<u>0.20</u>	Hardstand for truck and front- end loader manoeuvring, car storage (waiting disassembling).	Captured in existing stormwater pit and pipe system. Add Ecosol Enviropod with oil absorbent bags, to pit inlets within hardstand areas. Discharge via proposed new oil/water separator/GPT.
WASTE: Any hardstand areas used for storage of dismantled gearbox and engines	<u>0.05</u>		Parts to be washed/degreased prior to placement on hardstand. Spills to be treated with spill kits. First flush flows directed to tradewaste discharge to Sydney Water Sewers, with overflow reporting to stormwater system 9as described further below in Section 6.1.4))
ROAD: - Carparks / Driveways	0.34	Carpark / Driveways water directly connected to stormwater	Directly connected to stormwater. Add Ecosol Enviropod inserts with oil absorbent bags, to pit inlets within hardstand areas. Discharge via oil/water separator/GPT.



Figure 4 Proposed Site Catchment Areas



Runoff from the Hardstand Area

Management Control:

- Install Ecosol EnviroPod filters with oil absorbent bags inside the pits on the hardstand catchment as a primary treatment measure;
- Install an oil water separator trap to treat any polluted runoff from the area prior to discharge into the Council stormwater system as a secondary treatment measure; and
- Implement a strategy to clean exposed impervious areas of any remaining hydrocarbons from paved surfaces;
- Carpark areas should have Enviropod filters added at the stormwater inlets, and will discharge from site via the oil-water separator/GPT; and
- A part of Roof will discharge directly from site to Burns Creek. The remainder of the roof water will be captured in the existing pit and pipe stormwater system, and mixed with runoff from the hardstand, then discharge from site via the proposed oil-water separator/GPT.

Ecosol EnviroPod

Management Control:

• SLR recommended using EnviroPod filters with oil-adsorbent media, to be retrofitted to existing stormwater surface inlets. The Enviropods should have a 1000-micron polyester mesh screen.

Oil Water Separator and Gross Pollutant Trap

- Treatment of stormwater runoff is required prior to discharge from site, primarily to capture hydrocarbons, but also sediment loads, and, to a lesser extent, nutrients from car parking and hardstand areas. This can be best achieved by installation of a Class 1 dual chamber oil water separator which has a high storage volume able to capture sediment loads, as well as capture large volumes of oily water.
- A suitable model would be an Aquator Model T20, which has a total storage volume of 20.8m³, and a maximum flow rate of 50 L/s. The oil/water separator should be installed with a high flow bypass, for flow in excess of 50 L/s, and activated via an overflow weir in a pit upstream of the device. This could utilise a splitter pit with weir upstream of the device, with low flows directed to the device, and high flows to the existing 450mm stormwater pipe.
- Regular maintenance of the trap is key to providing an efficient treatment of polluted runoff. That includes removing the accumulated sediments/sludge and hydrocarbons from the trap using an accredited party which will then safely dispose of the waste.



Cleaning of hardstand area

Management Control:

- Hardstand areas subject to hydrocarbon spills should be cleaned annually to reduce potential build-up
 or coating of surfaces with oils or other substances that can provide a source of pollution during wet
 weather.
- The cleaning methodology/procedure should comply with the following minimum requirements: not to occur during wet weather; not to utilise degreasing chemicals; not to allow dirty water from the cleaning process to runoff from the site; use a pressure scrubber or sweeper capable of removing accumulated hydrocarbons from the surface; alternatively, a waterless microbial based stain removal compound such as Bakcrete or Coverclean HC may be trialled on concrete surfaces; include a vacuum system to remove excess water, which is to be removed from site by the cleaning contractor; and cover at least 90% of the total area annually.
- The above cleaning requirement is not intended to be applied to the access roadway and staff car parking areas.
- The proposed locations of water quality controls are shown in SLR Report 610.16809-R08-v1.2 Water Management Figure 8.

First Flush from Waste Storage Area diverted to Tradewaste

Management Control:

- There are no areas within the hardstand exposed to rainfall that will be used for storage of waste, and hence no related additional water quality controls.
- At the site collection pit, first flush flows would be directed into the Sydney Water sewerage system, via a tradewaste agreement refer Appendix B. Sydney Water will not accept discharge to their sewerage system greater than the first flush flow (equal to the runoff from the first 10mm depth of rainfall).
- Splitting of first flush flows would be achieved using a Fox Diversion Valve capable of limiting tradewaste inflows to a volume equivalent to the first flush runoff (10 mm of rainfall).
- Once the Fox Diversion Valve is closed, overflows would report to the proposed new oil/water separator/GPT.

5.4 Maintenance

- Prior to the commencement of operations, the proponent should have the existing oil/grease trap cleaned out by a suitably qualified company, who should certify that the oil/grease trap is suitable for purpose, complies with relevant standards, and is in good working order.
- The proponent should also demonstrate that they have a suitable contract in place for ongoing maintenance of the existing oil/grease trap.
- It is important that all site water quality controls be maintained so they continue to operate efficiently. Operational procedures for the site should include the following maintenance items: clean and maintain oil/water separators (grease traps) by a suitably qualified contractor at least 6 monthly; replace or clean EnviroPod filters 12 monthly; and clean hardstand vehicle storage areas 12 monthly.



5.5 Monitoring

- Water quality samples should be taken from the site discharge at a frequency to be agreed with Council, during wet weather, and analysed against the ANZECC trigger values. The frequency should be higher during the first year of operation, eg monthly sampling versus 6-monthly ongoing.
- If any sampling indicates that water quality is not complying with the relevant ANZECC trigger values, or any requirements agreed with Council, this should be investigated, and corrective measures implemented. The corrective measures may include improvements to site environmental procedures, and/or additional water quality controls.
- Water quality sampling should be taken at each of the two discharge locations: (a) the existing stormwater pit at the rear of the property, prior to discharge towards Burns Creek, and (b) prior to discharge into the Council stormwater easement



6 PLAN OF MANAGEMENT - FSOP

Details of the inputs to following management controls can be found in:

 SLR Report 610.18609.00001-R01-v1.1 (May 2020)
 "74-76 Seville Street, Fairfield East, Proposed Vehicle Waste Transfer Station & Resource Recovery Facility, Fuel System Operational Plan"

6.1 Underground Petroleum Storage System

The proposed Facility may utilise the existing Underground Petroleum Storage Systems which include:

- One 15,800L Diesel Underground Storage Tank (UST);
- Two 10,800L Diesel Fuel USTs;
- Fuel lines, Refilling points and Fuel Bowsers.

6.2 Management Controls

The UPSS's noted above are currently not operational. However, the following Management Controls will be implemented – further details can be found in SLR Report 610.18609.00001-R01-v1.1 (FSOP).

- Loss Monitoring System (LMS). Implementation of the LMS supports the early detection of losses from the UPSS with a view to prompting timely investigation of losses to minimise economic cost and/or environmental harm. The LMS will include:
 - Tank Gauging using a dip stick (with 100L increments) to manually dip each UST to measure fuel levels. Tank gauging will be undertaken daily where fuel levels are >5,500L or monthly if the fuel levels are <5,500L.
 - After tank gauging, calculating whether fuel is lost or water gained, after accounting for fuel extraction and additions
 - Equipment Integrity Testing (EIT) every two (2) years to measure the containment integrity of each UST, fittings and lines. EIT generally involves a specialist provider applying pressure or a vacuum to the UPSS and measuring any pressure changes
- Leak Detection. The leak detection system will act as a backup in case the loss monitoring system fails to detect a leak from the UPSS. The Leak Detection will include:
 - installation of a minimum of three (3) groundwater monitoring wells. One (1) well upgradient and two (2) wells down gradient, of the USTs.
 - Groundwater monitoring (gauging and sampling) to be conducted at least every six (6) months for evidence of fuel contamination and absence of chemicals of concern Total Recoverable Hydrocarbons (TRH), Benzene, Toluene, Ethyl-benzene, Xylenes, Naphthalene (BTEXN) and lead.



APPENDIX A CLEANAWAY WASTE CONTRACT





Friday, 31 January 2020

Attn: Hamid - Metro Express Removals Pty Ltd 76 Seville St, Fairfield East NSW 2167

Email: nashnazer@gmail.com.com.au

Dear Hamid,

Cleanaway Technical Services – Homebush Cleanaway Operations Pty Ltd ABN: 40 010 745 383

Cnr Hill Rd & Pondage Link Sydney Olympic Park NSW 2127 -Australia

P +61 02 8748 0900

F +61 02 96484914

WASTE AND RESOURCE MANAGEMENT PROPOSAL QUOTE: AD190412-1

Thank you for providing Cleanaway with the opportunity to submit a waste management solution proposal for your consideration.

Cleanaway is able to offer you a complete in-house solution which reduces waste to landfill, manages your waste in a compliant manner at all times and provide you with the relevant regulated documents, aligned to our service offering.

In line with your specification for oily water, we are pleased to provide the following proposal.

Item	UOM	NEPM & DG Code	Cost \$ / Tonne
			EXCL GST
Liquid Waste Disposal – oily water	Per Tonne (Minimum 1 tonne charged)	5120 NON DG – Oil/Hydrocarbon waste	\$235.00
EPA Waste Levy	Per Tonne		75.60
Transport - Depot to Depot charge (min 3 hr charge)	Per hour		
Rigid Tanker <13,000 Litres	Mon – Fri 6.00 am to 3.00 pm	,	\$145.00
Environmental Management Fee (if applicable) based on total invoice cost	Each	Per Load	4.45%

Qualification of Pricing – Disposal rate is dependent on waste on arrival being as per quoted. Any variation to the waste components will require a revised price to be provided.

Note: 14% oil contained in the water.

NOTE:



- 1. Total price quoted is an estimate only and should there be any variations in quantities received and time taken, this will be charged as per unit rate.
- 2. Transport prices quoted are based on services being performed during normal business hours, Monday to Friday unless specified above.
- Cleanaway reserves the right to amend treatment and/or disposal charges should the
 waste presented for disposal differ from the description and/or classification and/or be
 substantially different from the information provided to determine pricing and
 acceptability.

BASE WASTE CRITERIA

Criteria	Limit	Pricing	
COD	< 150,000 PPM	As above rate	
Solids	< 10%	As above rate	
Ammonia	< 200 ppm	As above rate	
Sulphates	< 2,000 ppm	As above rate	
Flash Point	> 60 degrees	As above rate	

ABOVE BASE WASTE CRITERIA

Criteria	Limit	Pricing
Phenol	> 100 ppm	Over 100 ppm – POA
Formaldehyde	> 100 ppm	Over 100 ppm – POA
Metals	> 500 ppm	Over 500 ppm – POA
Sulphates	> 2,000 ppm	Over 2,000 ppm – POA
Sludge	> 5%	Over 5% solids/sludge – POA
Ammonia	> 200 ppm	Over 200 ppm – POA

The highest penalty charge will be selected where more than one is breached. All rates, plus GST

Upon acceptance of this proposal, please forward your purchase order along with the attached Service Acceptance Agreement to the undersigned by email and to cs.liquidsnsw@cleanaway.com.au; by fax to 61 2 9648 4914; or by mail to Cleanaway Operations Pty Ltd, Cnr Hill Rd & Pondage Link, Sydney Olympic Park NSW 2127

Thank you again for allowing us the opportunity to forward our waste management solution proposal. If you have any questions in relation to this proposal, or any other matter, please do not hesitate to contact me on 61 437 160 211.

Cleanaway is looking forward to the opportunity to work with you on this project.

Yours sincerely

Æmdmee Đaenø

Andrew Davis
Business Development Manager
Cleanaway - Liquids NSW



Conditions

- This quotation is valid for thirty (30) days and excludes GST.
- Payment terms are strictly thirty (30) days from the date of invoice.
- Cleanaway relies on the information provided by generators and customers to determine pricing, classification and acceptability. Information provided to Cleanaway regarding wastestreams presented for pricing and/or disposal must be correct, free from omission and be an accurate description of the sample and/or waste stream that generates the waste.
- Packages must be ready and safe for transport in accordance with the Australian Dangerous Goods Code.
- ${\bf f}$ This proposal is based on the sample or confirmation upon receipt of the first load.
- This proposal/quotation is subject to the waste collected being consistent with the volume and waste information and/or samples that you have provided.
- Cleanaway Industries will provide full and complete documentation and Environmental Protection Authority waste tracking records to support a clear and transparent understanding of the treatment and disposal routes for the hazardous waste materials removed from your site.
- Cleanaway's Terms and Conditions, as provided at the end of this document, apply to this proposal/quotation.



Service Acceptance Agreement

 $Please \, cOmplete \, the \, fOllOwing \, Agreement \, and \, return \, tO \, Clean away \, via \, the \, email, facsimile \, Or \, mailing \, address \, prOvided \, within \, the \, PrOpOsal \, letter.$

I/We understand that this is a binding agreement, engaging Cleanaway to perform the service(s) described within this document, and in line with Cleanaway's terms and conditions contained within this proposal.

Service Acceptance Agreement & Booking Request		
Please return the completed form to cs.liquids@cleanaway.com.au		
	(Transport & Disposal)	
Company Name: (Customer name for invoicing)	Metro Express Car Removals Pty Ltd	
ABN:	81 158 208 578	
Bill to Address:	76 Seville ST Fairfield East NSW 2165	
Generator Name: (if not company name above)		
Ship to/Collection Site Address:	Same as above	
Contact Person:	Hamid Nazer	
Contact Phone:	0423 508 822	
Contact Email:	nashnazer@gmail.com – ilias@metrocarremoval.com.au	
Signature:	made.	
Quote Number:	AD190412-1	
Job Number (Cleanaway to Provide):		
Purchase Order Number:		



	Making a sustainable future possible
Waste NEMP & DG Class: (E.G J120 Oily Water Non-DG)	J120 Non DG
Volume of Waste: (L/KG/EA)	Approx 1400 litres
Date Collection Required:	To Be Confirmed
Schedules Service: Y/N (Frequency)	Yes, Frequency – To be confirmed
Additional Comments:	₫-
Access Times:	
Vacuum Tanker Type:	Rigid
Collection Type:	Rigid
Transport Information:	Tankers carry 30 mtrs of 2" and/or 3" hoses, drum spears and a range of standard camlock fittings. Please advise if hose distance is greater than 30 mtrs. Note that a 2 nd operator may be required if greater than 50 mtrs of hose is required. Temperature of liquid waste must be less than 50 deg C. For technical transport information, please contact Transport on 02 8748 0954.



Standard terms - Small SME

1. Interpretation

In this Agreement:

Agreement means these terms and conditions and the provisions in this quotationfproposal which will be read and construed together. Should there be any inconsistency between these terms and conditions and the provisions in the quotationfproposal, these terms and conditions will prevail.

Average Monthly Value means (a) the average monthly Fees (excluding any applicable rebates) plus (b) if oil was collected under the Agreement, then the average monthly volume of oil collected (measured in litres) multiplied by the Oil Price Benchmark on the day of termination (or if the Oil Price Benchmark is not published on the day of termination, then the Oil Price Benchmark most recently published prior to that date). Average monthly Fees and average monthly volumes are calculated over the term of the Agreement until termination.

Break Fee means the reasonable costs incurred by us in collecting our Equipment from the Premises on termination, plus an account closing fee as more particularly described as 'Break Fees' on the 'Fees and Charges' section of our website at https://www.cleanaway.com.aufour-servicesffees-chargesf

Change in Law means the introduction of, a change in, or a change in the interpretation or administration of, a Law.

Consumer Price Index means the Consumer Price Index (All Groups #Transport) published by the Australian Bureau of Statistics, or if the index is replaced, the replacement, and if the index is discontinued, a reasonable equivalent selected by us acting reasonably.

Disposal Rates means the gate rates charged by the relevant facility treating andfor disposing of the waste collected by us under this Agreement.

Equipment means the tankfcontainer specified in this quotationfproposal or such other container or equipment (including any additional or replacement equipment) supplied by us. Fees means the Service andfor Equipment rental fees and charges including any rebates payable under this Agreement and as adjusted in accordance with clause 4. **Law** means any law of Australia, including a statutory instrument of any kind, and any judgment, order, policy, or official directive or request of any government, government

agency, or person charged with the administration of a law. **Liquidated Damages Formula** means 0.30 x (insert number of months remaining to the end of current Agreement term) x (Average Monthly Value).

Oil Price Benchmark means the mid-point FO 180CST 3.5% price published by Platts Singapore (or if the index is replaced, the replacement, and if the index is discontinued, a reasonable equivalent selected by us acting reasonably), converted from tonnes to litres (i.e. divided by 0.89), and converted from USD to AUD at the exchange rate published by the Reserve Bank of Australia.

Premises means the premises to be serviced by us as noted in this quotation fproposal or any new premise(s) to which you have relocated.

Services means the collection and for disposal of the waste from the Premises or any other services described in the quotation for popular. The waste includes recyclables or non-recyclable materials that you require collection and for disposal of.

Waste Type means

- (a) Recyclable Waste waste we say may be beneficially reused or recycled.
- (b) General Waste solid wastes which do not undergo environmentally significant physical, chemical or biological transformations once landfilled and which do not include the following waste types (c) to (g).
- (c) Putrescible Waste degradable wastes including food wastes, garden wastes and household wastes and which do not include the following waste types (d) to (g).
- (d) MedicalfSanitary Waste waste (excluding radioactive waste) produced by a hospital, clinic, medical, or related practice or waste collected from designated sanitary hygiene units.
- (e) Hazardous Waste solid, liquid or gaseous wastes other than waste described in paragraph (d) which (through toxicity, carcinogenicity, mutagenicity, teratogenicity, flammability, explosivity, chemical reactivity, corrosivity, infectiousness or other biologically damages properties) may present danger to the life or health of living organisms when released into the environment, and which do not include the following waste types (f) and (g).
- (f) Prescribed or Other Waste any waste which does not fit within paragraphs (a) to (e) or which requires special treatment or handling, the type and manner of treatment being prescribed in the Agreement.
- (g) Liquid Waste liquid or semi–liquid wastes which do not include waste types described in paragraphs (a) to (f).

We, us, our means Cleanaway Pty Ltd or such other entity (or entities) selected with an "X" beside its name overleaf which is (or are) the supplier of the Service and for Equipment indicated overleaf.

Written Down Value means the value of the Equipment after accounting for depreciation or amortisation (as determined by us acting reasonably) as at the date of termination of this Agreement.

You, your means the person, firm or corporation named in this quotationfproposal for whom we perform or are to perform the Services for. If there are two or more persons or entities referred to in this quotationfproposal, then such persons or entitles will be bound by the provisions of this Agreement jointly and severally. You or your also includes your employees, contractors, agents, representatives, workers and any permitted assigns.

2. Supply of Services

We will perform the Services for you or such further or other service as may be agreed to from time to time between the parties in consideration for payment of the Fees.

Service days and times

The Services will be performed by us on the days as indicated in this quotationfproposal but during such hours as we determine. Subject to providing you reasonable notice, we may vary the days upon which the Services are performed.

4. Fees and variations

- (a) We may adjust the Fees at any time to pass on increases to disposal costs, fuel costs or in the event that a Change in Law results in an increased cost to us in providing the Services.
- (b) The Fees are based on the attached quotationfproposal. Therefore we may change the Fees or charge additional Fees if you exceed the allowed weights or volumes, or if you request a variation to the time of service or frequency of service.
- (c) We may adjust the Fees twice in any twelve month period if the adjustment is consistent with a fluctuation in the Consumer Price Index.
- (d) If we determine that exceptional circumstances exist, then we may adjust your fees otherwise than as described in clauses 4(a), 4(b) and 4(c) above, but only if we give written notice to you headed 'Out-of-Cycle price adjustment'. In the written notice we will explain the exceptional circumstances to you. If we send you a notice of a price adjustment that is headed 'Out-of-Cycle price adjustment' (but in no other case), then within 30 days of the date of the notice you may terminate this Agreement by giving written notice to us.
- (e) In all cases we will give you at least 30 days' notice of price adjustments.

5. Payment

You must pay us the Fees (including GST) as specified in an invoice issued by us within 14 days of the date of that invoice or on such other terms as may be specified on the invoice. If you do not pay the invoice within the payment terms, we may charge you a late payment fee of \$30 on each unpaid invoice. If we have provided you with at least one written payment reminder, then we may suspend providing the Services while your account remains in arrears. For the first 60 days of any suspension you will continue to be liable for any Equipment hire charges. After that period you will not be liable for Equipment hire charges unless you do not permit us to collect the Equipment. We may charge you a reasonable administration fee if you ask us to provide you with an additional copy of an invoice or other document that has previously been provided to you.

6. GST

If goods and services tax or similar value added tax (GST) is or becomes payable on any supply under this Agreement, you must pay us the GST amount imposed at the same time as payment of the Fees. The Fees are expressed exclusive of GST.

7. Exclusivity, term and termination

- (a) You grant us the exclusive right to provide you the Services at the Premises during the term of this Agreement.
- (b) The initial term is 5 years from the date of this Agreement, or such different period as may be set in the guotation for open of the Initial Term.
- (c) Either party may give written notice of termination to the other party at any time during the Initial Term, provided that the termination will not take effect before the end of the Initial Term. Unless so terminated, this Agreement continues after the Initial Term until terminated by either party giving 60 days' written notice of termination to the other party.
- (d) If, during the Initial Term:
 - (i) we terminate this Agreement for your default pursuant to clause 18; or
 - (ii) you wrongfully terminate or repudiate this Agreement and we accept such repudiation and elect to terminate this Agreement,

you agree that we will be entitled to receive from you the Break Fee. Termination under this clause 7(d) will take effect at a date determined by us acting reasonably but must not be longer than 90 days after the date we advise you in writing that the Agreement is terminated.

- (e) The Break Fee will be included on your final invoice.
- (f) If, during the Initial Term you validly terminate this Agreement in accordance with clause 4(d) or clause 18, you will not be charged the Break Fee.
- (g) Nothing in this clause prevents us from claiming against you, damages at law in the event that you breach or repudiate this Agreement.
- (h) In the event:
 - (i) this Agreement is terminated pursuant to clause 7(d)(i) or 7(d)(ii) above, and
 - (ii) we have procured, designed, manufactured and for implemented the Equipment specifically to perform the Services pursuant to this Agreement (or any other arrangement with you),

we will be entitled to recover from you, as a debt due and payable, the Written Down Value of the Equipment. This is in addition to any Break Fee payable by you under clause 7.

8. Premises and access

You must provide us with complete and uninterrupted access to the Premises to enable the Services to be performed by us andfor for us to attend to the Equipment. If we are unable to access the Premises or complete the Services, we are entitled to charge you the relevant Fees. You warrant to us that the ground surfaces traversed by our vehicles in order to perform the Services or attend to the Equipment are of suitable construction to prevent damage thereto.

9. Equipment and disposal of waste and recyclables

- (a) We will deliver Equipment to the Premises if required by this Agreement. If delivery or collection fees apply, these will be disclosed to you in advance.
- (b) At all times throughout the term of this Agreement you will use your best endeavours to ensure the waste and recyclable materials are disposed in the proper Equipment as directed by us from time to time.
- (c) Title to the Equipment at all times remains with us.
- (d) You must not use any mechanical means to compact material in the Equipment or alter or amend the Equipment without our consent in writing.
- (e) You must not allow any person to be inside the Equipment at any time.

10. Affixing and removal of Equipment

You must pay all costs of affixing any of the Equipment to the Premises where required for the proper operation of such Equipment and you must pay all costs of the removal of the Equipment from the Premises. You must provide us complete and uninterrupted access to the Premises upon termination of this Agreement to facilitate such removal.

11. Maintenance of Equipment

You will maintain the Equipment in a clean and sanitary condition in compliance with all laws;



not use the Equipment for any purpose other than the designated purpose; must at all times ensure that the Equipment is not removed from the Premises or damaged in any way or the materials contained therein set on fire; and immediately report to us any Equipment damage or malfunction. The Equipment will at all times be at your risk once we have delivered it to you. If, as a result of your act or omission, the Equipment is damaged, lost, destroyed, not maintained in a clean and sanitary manner, or sustains other faults or defects, we may repair andfor replace the Equipment andfor any faults andfor defects in the Equipment in order to restore the Equipment to its original condition. You will pay us and indemnify us in respect of any costs associated with such repair andfor replacement of the Equipment.

12. Limits

You must not fill the Equipment beyond the maximum height, weight or volume as advised by us from time to time.

13. Waste

If required by law, we are your agent with respect to collecting, transporting and disposing of the waste. You warrant to us that the waste materials to be collected andfor disposed of by us: corresponds to the Waste Type andfor description indicated overleaf; is waste generated by you; is what you tell us it is; it excludes radioactive waste; and unless we have expressly agreed otherwise in writing, it excludes highly flammable, explosive, biochemical, asbestos or other substances which we have specified or may hereafter specify to you. Title to all waste material in your possession and control which is collected andfor disposed of, other than the excluded waste referred to in this clause, will vest with us when loaded into our vehicles. Title to and liability for waste materials excluded from or not compliant with this Agreement will remain with you and you agree to indemnify, defend and hold us harmless against all liabilities, loss, damage and claims arising out of the breach of this clause. Any waste that does not comply with this clause 13 may incur additional Fees and we may refuse to handle or remove the material at our discretion.

14. Force Majeure

In the event that any circumstances beyond our reasonable control (including without limitation climatic conditions, a strike, lockout, industrial dispute or shortage of materials) prevent us from being able to perform an obligation under this Agreement, this Agreement may be suspended by us. In such circumstances you are precluded from making a claim against us

15. Indemnity

You indemnify us from and in respect of all loss, damage, liabilities or claims caused directly or indirectly by you or your employees, subcontractors or agents, to any person or property by, through or in connection with the Services or the Equipment. This indemnity is reduced to the extent that we have caused or contributed to such loss, damage, liability or claim.

16. No Representations

You acknowledge we have not made any representations to you with respect to the Services or the supply thereof unless those representations are expressly stated in this Agreement. For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraud or fraudulent misrepresentation or any other representations which cannot be excluded by law.

17. Limitation of liability

- (a) All statutory or implied guarantees, conditions and warranties are excluded to the extent permitted by law.
- (b) We do not limit or exclude the application of any provision of any statute (including the Competition and Consumer Act 2010 (Cth) if you are a 'consumer' as that term is defined in such Act, or any similar law) where to do so would contravene that statute or cause any part of this clause to be void.
- (c) Our liability to you under this Agreement is limited, at our option, to:
 - (i) supplying the Services again; or
 - (ii) paying the cost of having the Services supplied again.
- (d) Except as provided in clause 15, neither party shall be liable to the other for any special, exemplary, punitive or consequential loss or damage (including without limitation, any

loss of profit, loss of opportunity and loss of goodwill) incurred directly or indirectly in connection with the Services.

18. Default and termination

If a party (the **Defaulting Party**) has breached a material term of this Agreement then the other party (the **Non-Defaulting Party**) may give a written notice to the Defaulting Party describing the breach. If the breach is not remedied by the Defaulting Party within 14 days after the notice was given, then the Non-Defaulting Party may terminate this Agreement by written notice. A party may terminate this Agreement immediately if the other party dies, becomes insolvent or bankrupt, or any court action is threatened or commenced (or resolution proposed or passed) to place that party under any form of bankruptcy, insolvency, administration, receivership or liquidation.

19. Relocating Premises

If you relocate to a new premise(s) during the term of this Agreement, unless we decide otherwise, the Services under this Agreement will continue to apply at the new premise(s).

20. Subcontracting and Assignment

You agree for us to sub-contract, assign, novate or transfer all or part of the Services or this Agreement (as the case may be) at any time and if so, we are not required to give you written notice and you must do all the things required to give effect to same. Any subcontractors will have the same rights as us in this Agreement. You cannot assign, novate or transfer this Agreement without our written consent (which we will not unreasonably withhold).

21. PPSA

If we determine that this Agreement (or any transaction in connection with it) contains a Security Interest for the purposes of the PPSA, you acknowledge that we will be entitled to Perfect such Security Interest by registration on the Register. You waive any entitlements under the PPSA regarding notices. You agree, at our request, to do all acts, matters and things necessary to ensure we hold a valid and Perfected Security Interest. Non-compliance by you with this clause will constitute a breach of this Agreement. Any cost associated with the enforcement of our rights under the PPSA will be payable by you. In this clause PPSA means the Personal Property and Securities Act 2009 (Cth), and Security Interest, Perfected and Register have the meanings given to those terms in the PPSA.

22. Authority

You warrant that the person signing this Agreement on your behalf is authorised to sign this Agreement and bind you to the terms of this Agreement. You indemnify us from and in respect of all loss, damage, liabilities or claims arising from breach of this warranty.

23. Confidentiality

Unless otherwise required by law, you must not disclose any information in respect of this Agreement to third parties without our prior written consent which can be withheld at our absolute discretion.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state or territory in which the Services are primarily performed or the Equipment is delivered to. Any court proceedings shall be filed and heard in that state or territory. If the Services or Equipment are delivered or performed in one or more state andfor territory in accordance with this Agreement, the laws of the state of Victoria shall prevail and any court proceedings shall be held in the state of Victoria.

25. Pricing Disputes

If a dispute arises between you and us in relation to a Fee adjustment under clause 4(a), the parties must discuss in good faith to resolve the dispute. In the event that the parties are not able to agree to a resolution within 30 days of you notifying us of the dispute in accordance with clause 4(a) (the **Resolution Date**), you may terminate this Agreement, with such termination taking effect 90 days after the Resolution Date. The Break Fee will be payable to you in the event the Agreement is terminated under this clause 25.

APPENDIX B SYDNEY WATER CONNECTION AGREEMENT







Hassani Investments Pty Ltd & Hussain Group Investments Pty Ltd 74 Seville St FAIRFIELD FAST NSW 2165

Account number: 4509840

Property address: 74-78 Seville St Fairfield East NSW 2165

Your connection agreement

We supply non-standard services to your property which are covered by a connection agreement. The agreement outlines the services at your property and your rights and responsibilities for these services as the owner of the property.

Please see the current connection agreement for your property attached. This agreement replaces any previous versions, but is limited to the details within it. If connections at the property change, you must contact us to update your agreement.

For more information, call us on 13 20 92 weekdays from 8.30 am to 5.30 pm or email us on businesscustomers@sydneywater.com.au any time.

Yours sincerely

Greg Staveley

Manager Business Customers





Connection agreement

Hassani Investments Pty Ltd & Hussain Group Investments Pty Ltd 22 July 2020





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Commercial trade wastewater permit

Part 1: Connections at your property

Property details	
Property	4509840 74-78 Seville St Fairfield East NSW 2165
Owner name	Hassani Investments Pty Ltd & Hussain Group Investments Pty Ltd

Service	Connection approved?	Does the connection agreement apply to this service?	Property-specific information
Drinking water			
Drinking water connection	Approved	No, the Customer Contract applies to this service	Meter size: 1 x 40mm mm
Wastewater			
Commercial trade wastewater	Approved	Yes, the connection agreement applies to this service	Permit number: 6790

Part 2: Your rights and responsibilities

1 Introduction

1.1 Definitions

Words that are bold in this contract have a special meaning (headings excluded). The meanings are set out in the definitions in section 12.1.

1.2 Understanding your connection agreement

Section 12.2 of this document has some explanations that may help **you** interpret the **connection agreement**.

What is the connection agreement and when does it commence?

2.1 What is a connection agreement?

As allowed for in clause 2.3 of the *Customer Contract*, the **connection agreement** is an additional agreement between **us**, **Sydney Water** and **you**, the **customer**.

The **connection agreement** applies to certain **services** that are **not** covered by the **Sydney Water** *Customer Contract*. The **services** under this **connection agreement** are generally additional to, and more complex than, the basic **services** covered by the *Customer Contract*.

You must comply with the terms of the agreement to remain connected to **our services**. These terms are in **addition** to those set out in the **Customer Contract**.

The **connection agreement** is legally enforceable.

2.2 When does this connection agreement commence?

You accept the terms of these documents when you:

- receive the services from us
- receive an industrial or other contract from us relating to the services
- contact us about services supplied to you
- start performing **your** obligations under this **connection agreement**.

3 The services

3.1 Supplying the services

We will supply the services to you according to the details in Part 1: Connections at your property.

3.2 Modifying the services

If **you** wish to modify **your** connection to the **services**, **you** must first apply for the modification through <u>Sydney Water Tap in</u>[®] and receive **our** written permission.

If **we** permit a modification, **we** will notify **you** of any changes to this **connection agreement** and any other arrangements that **we** consider necessary.

4 Paying for the services

4.1 GST

Words or expressions used in this clause have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Any amount to be paid or provided for a supply related to this **connection agreement** does not include GST, unless specifically described in this **connection agreement** as 'GST inclusive'.

Despite any other provision in this **connection agreement**, if **we** supply a product or **service** related to this **connection agreement** which is subject to GST (unless the supply is specifically described in this **connection agreement** as 'GST inclusive') **you** must pay **us** the same amount of GST that **we** have had to pay on that supply, without offset, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

If payment for a loss, cost or expense is to be made under this **connection agreement**, the payment will be reduced by the amount of any input tax credit applicable to that loss, cost or expense.

5 The property

5.1 Access to the property

You must ensure that we have safe access to the property to:

- maintain our systems
- ensure you, and the occupiers of the property, are complying with this connection agreement
- inspect anything related to the **services**.

5. 2 Occupiers

You must ensure that occupiers of the **property** are aware of the requirements of this **connection** agreement and that they don't do anything that will cause **you** to **breach** it. You are responsible for the acts and omissions of the occupiers of **your property** as though they were **your** acts and omissions.

5.3 Transferring the property

If you intend to transfer the **property**, including by selling or assigning your interest in the **property**, you:

- must notify us in writing as soon as you know you are going to transfer the property
- must tell the incoming owner, in any transfer documents, about the existence and terms of this connection agreement
- must require as conditions of the transfer that, if the **incoming owner** accepts or uses any of the **services**:
 - your ownership of, or rights or interests in, any extended private service is transferred with the property to the incoming owner
 - the incoming owner will be taken to have accepted the terms and conditions of this connection agreement, and this connection agreement will be binding on the incoming owner, in the circumstances described in clause 2.2
- remain liable to **us** under this **connection agreement** in relation to the **property**, until the **incoming owner** is bound by this **connection agreement** (without limiting clause 8.4).

6 Laws and safety

6.1 Complying with laws, approvals and standards

You must:

- obtain all **approvals** necessary for the supply of the **services**, except for those **we** advise **we** will get for **you**
- comply with the requirements of all laws, standards, codes and approvals that apply to the services and this connection agreement.

6.2 Work Health and Safety (WHS)

You acknowledge that, for the purposes of the WHS Law, you are the controller or person in charge of the workplace and this means you must comply with your obligations under WHS Law.

So far as is reasonable, **you** must ensure:

- the health and safety of every person at the workplace including workers, whether or not they
 are engaged by you
- the **property** is free from risks to health and safety to **workers** and anyone else
- all plant, structures and substances at the workplace are free from risks to health and safety

- that all plant, structures and substances at the workplace are used safely
- that you, and any of your staff, participate in any Sydney Water investigation about any
 workplace incident that is notifiable under a WHS Law in connection with performing the
 services.

This may include:

- providing the names and details of all staff and workers involved in the incident
- ensuring we have immediate unrestricted access to, and cooperation by, all relevant staff
- ensuring all relevant staff promptly provide any written or oral statement as is reasonably required by us
- providing immediate access to your records as reasonably required by us.

The parties acknowledge that, before performing any part of the **services**, **we** may:

- assess the work health and safety risks associated with the services
- identify and take all reasonable steps to implement appropriate work health and safety risk control measures to eliminate and minimise these risks.

You must, so far as is reasonable, consult, cooperate and coordinate the **services** with everyone at the **workplace** to ensure the best health and safety risk management possible and enable **us**, and any person who controls access to or from the **workplace**, to comply with their respective obligations under all relevant **WHS Laws**.

6.3 Indemnity

Without limiting the other provisions of this **connection agreement**, and to the extent permitted by law, **you** indemnify **us** against, and release **us** from, any and all costs, expenses, (including legal costs and expenses), claims, liability, loss or damage incurred or suffered, directly or indirectly, by **us** arising out of or in connection with a default or unlawful or negligent act or omission on the part of **you**, **your** officers, staff, agents or contractors which results in the injury to or death of any person whatsoever.

7 Information and privacy

7.1 Audit

Sydney Water is subject to certain transparency and accountability requirements, including the *Government Information (Public Access) Act 2009* (NSW).

You agree:

- to provide all information and assistance we ask for to help us comply with transparency and accountability obligations, within reason
- not to do or fail to do anything which might cause us to breach our transparency and accountability obligations
- to give any person, authorised in writing by us, access to premises connected with the supply of the services, and permit those persons to inspect and take copies of any material relevant to the services.

8 Terminating this connection agreement

8.1 Termination by you

You may terminate this connection agreement by giving us 28 days' written notice.

8.2 Termination by Sydney Water

We may terminate this connection agreement:

- at any time, if your extended private service or related works have caused or may cause material damage to any Sydney Water asset
- upon 28 days' written notice to you, based on our own decision and at our absolute and sole discretion
- if **you** fail to meet a material obligation of this **connection agreement** and do not remedy that failure within 15 days from when **we** notify **you** of the failure in writing
- immediately, if **you**:
 - take any steps towards or are placed in liquidation
 - take any steps towards or are made bankrupt or have a receiver, official manager, administrator or receiver and manager appointed
 - enter into any arrangement with creditors due to (in our opinion) financial difficulties affecting you
 - cease to operate as a business or company or partnership in the form it was at the
 date of this connection agreement (but we may re-negotiate an agreement with any
 restructured entity)
 - fail to pay your account for the services under this connection agreement, by the required date.

8.3 Requirements on termination

On terminating this **connection agreement** for any reason, **you** must:

- cease to receive the services
- take all necessary steps at your cost, and to our satisfaction, to help us disconnect or restrict your access to the services
- immediately pay **us** any **charges** and other money owing to **us**, in connection with the **services** and this **connection agreement**.

8.4 Effect of termination

Terminating this **connection agreement** does not affect any rights or obligations that accrue before the termination.

On **disconnecting** the **property**, **we** may recover any equipment **we** installed on the **property** and continue to charge **you** a **service charge**.

9 Liability

9.1 Limitation of liability

The only promises **we** make about the goods and **services we** provide under this **connection agreement**, and the only conditions, warranties and guarantees included in this **connection agreement** are those:

- set out in this connection agreement
- that the law (for example the Australian Consumer Law) says apply to the services or this connection agreement.

However, where **we** are liable to **you** because of a breach of a guarantee, condition or warranty that the law says applies to this **connection agreement**, **our** liability is (to the extent permitted by law and to the extent that **we** supply goods or **services** that not of a kind ordinarily acquired for personal, domestic or household use or consumption), limited to either:

- replacing the goods or resupplying the **services** to which the breach relates
- at **our** option, paying **you** the cost of replacing those goods, or supplying the **services** again.

This limitation does not exclude, modify or restrict any rights you have that are protected by law.

9.2 Indemnity and liability

If you fail to meet your obligations under this **connection agreement**, you will cover us for any and all costs, expenses, (including legal costs and expenses), claims, liability, loss or damage that we incur or suffer, directly or indirectly, as a result of this failure (without limiting the other provisions of this **connection agreement**, and to the extent permitted by law).

The operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all rights, obligations and liabilities of the parties with respect to any matter to which Part 4 of that Act would apply except for this clause 9.2.

10 Complaints and disputes

10.1 Consumer, Trader and Tenancy Tribunal (CTTT)

The **CTTT** may hear and determine consumer claims relating to **services we** supply under this contract.

11 General

11.1 Sydney Water's statutory powers

This **connection agreement** does not fetter or restrict the power or discretion of **Sydney Water** in relation to any powers or obligations we may have under any law, including under the **Act**.

11.2 Notices to Sydney Water

You must send any notice relating to this **connection agreement** to **us** by emailing <u>connections@sydneywater.com.au</u> or sending a letter to:

Development Services Sydney Water PO Box 399 Parramatta NSW 2124

11.3 Enforceability of this connection agreement

If part or all of the agreement is unenforceable or illegal, it will be severed from the rest of this **connection agreement** and will not affect the enforceability of the remaining provisions.

11.4 Our relationship with you

This **connection agreement** does not create a partnership, fiduciary, agency or any other relationship between **us** and **you**, except the relationship of contracting parties.

11.5 Governing law

This **connection agreement** is subject to the laws of New South Wales.

11.6 No waiver

If either party fails to ask the other party to fulfil its obligations under this **connection agreement**, it is not waiving its right to:

- insist the other party perform its obligation, or to claim damages for breach of that obligation, unless the first party acknowledges in writing that the failure is a waiver
- require performance of that or any other obligations under this connection agreement at any other time.

11.7 Assignment

Subject to clause 5.5, neither party may, without **our** previous written **approval** (which may include terms), assign this **connection agreement** or any payment or other right, benefit or interest under this **connection agreement**.

11.8 Variation

We will notify you in writing of any variation to this connection agreement.

After **you** have been notified of the variation, **you** will be taken to have accepted the varied agreement, and the varied agreement will be binding on **you**, when either of the following occur:

- You receive or continue to receive the services from us.
- You begin performing your obligations under the varied agreement.

12 Definitions and interpretations

12.1 Definitions

Term	Definition
Act	Sydney Water Act 1994 (NSW) and any regulations in force under it.
Approval	Any requirement, certificate, licence, consent , permit or approval required by any:
	 laws connected with the services or this connection agreement
	 organisation or authority having jurisdiction over the supply of the services.
Backflow prevention containment device	A device to prevent the reverse flow of water from potentially polluted source, into the drinking water system .
Charges	The amount you must pay us for the services , as specified in Part 1: Connections at your property or as we otherwise notify you .
Connection agreement	The agreement between you and Sydney Water for the services, which is made up of Part 1: Connections at your property, Part 2: Your rights and responsibilities and Part 3: Your contracts with us.
Connection approval letter	A letter which we issue in response to an application to connect to a service that Sydney Water offers.
СТТТ	The Consumer, Trader and Tenancy Tribunal.
Customer Contract	The contract referred to in section 55 of the Act .
Disconnect	The stopping (either permanently or temporarily) of our supply of the services to the property .
Dispute	A disagreement between Sydney Water and a customer or consumer that is not frivolous or vexatious.
Domestic wastewater	Wastewater that is produced at a property from residential activities. It includes human waste and wastewater from residential kitchens, laundries, showers and basins.
Drought	A prolonged period of low rainfall resulting in actual or potential water shortage.
EWON	The Energy and Water Ombudsman, New South Wales.
Extended private service	A privately-owned pipe supplying water from a main owned by Sydney Water to the property .
Home owner's manual - pressure sewer systems	The manual given or made available to you by us in relation to connection of the property to a pressure sewerage system .
Incoming owner	A person who you transfer the property to or intend to transfer the property to.

Term	Definition
IPART	The Independent Pricing and Regulatory Tribunal.
Maintain/ Maintenance	Includes repairs and replacement, and where relevant, testing and inspection.
Meter	The device used to measure the water use on the property . This includes any remote reading equipment and associated wiring, power, plumbing and servicing equipment.
Operating Licence	The licence granted to us under section 12 of the Act .
Pressure sewerage system	A system where individual pumps are located in collection tanks on the property , and the wastewater is pumped to our wastewater network.
Property	The property identified in Part 1: Connections at your property at the beginning of this connection agreement .
Services	The services we supply to you , under this connection agreement , as identified in Part 1: Connections at your property.
Stormwater services	The services we are permitted to provide by the Operating Licence and any applicable law in respect to providing stormwater systems.
	This connection agreement covers the stormwater services set out in Part 1: Connections at your property. It includes those stormwater services directly connected to our stormwater assets, such as a pipe or channel.
	Stormwater services that are not directly connected to a Sydney Water asset are covered by the <i>Customer Contract</i> .
Stormwater systems	The stormwater drainage channels, pipes, detention structures, stormwater quality improvement devices and other equipment that we must provide, manage, operate and maintain under the Act to provide stormwater services .
Trade wastewater	Any liquid, and any substances in it, which may be produced at the property in a non-residential activity, and wastewater transported by vehicle, including septic effluent and wastewater from ships and boats and run-off from contaminated open areas.
	Trade wastewater does not include domestic wastewater from premises connected to our wastewater system .
Wastewater	Includes the water you flush down your toilet, water that drains from your bathtub, sinks, washing machine and many other sources.
	Also known as sewage.
Wastewater services	The services we are permitted to provide by the Operating Licence and any applicable law related to providing wastewater services and disposing of wastewater .
	This connection agreement covers the wastewater services set out in Part 1: Connections at your property. It includes those wastewater services which:
	 receive trade wastewater

 do not drain by gravity to our wastewater system. Wastewater services that receive residential quality discharge and drain by gravity to our wastewater system (sewer) are covered by the Customer Contract. The wastewater pipes and treatment plants and other equipment
drain by gravity to our wastewater system (sewer) are covered by the <i>Customer Contract</i> .
The wastewater pipes and treatment plants and other equipment
that we must provide, manage, operate and maintain under the Act to provide wastewater services and dispose of wastewater .
Also known as the sewer.
The services we are permitted to provide by the Operating Licence and any applicable law related to storing and supplying water.
This connection agreement covers the water services set out in Part 1: Connections at your property. It includes those water services which:
 are pressure-boosted by a privately-owned pump
 require individual metering of units in multi-unit buildings
 involve an extended private service.
Water services which are not pressure-boosted, do not require individual metering in multi-unit buildings, or are transported directly through our water mains are covered by the <i>Customer Contract</i> .
The water mains, pipes, treatment plants and other equipment we must provide, manage, operate and maintain under the Act to supply and store water.
Sydney Water Corporation, established under the Act , including its officers, staff, agents and contractors.
Work Health and Safety Act 2011 (NSW).
Those laws, approvals , standards and codes relating to work, health and safety (including the WHS Act and WHS Regulation) with respect to the services .
The requirements of any authority relating to work, health and safety with respect to the services .
Any directions or notices relating to work, health and safety issued by any relevant authority or any code of practice or compliance code appropriate or relevant to the services .
Work Health and Safety Regulations 2011 (NSW).
The meaning given to that term in section 7 of the WHS Act .
The meaning given to that term in section 8 of the WHS Act.
The customer who owns the property from which trade wastewater may be discharged or the owner's agent.

12.2 Interpretations

A person includes an individual, a body corporate, an unincorporated body or other entity.

The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.

The singular includes the plural and vice versa.

If there is any inconsistency between this **connection agreement** and any law, the law will prevail to the extent of the inconsistency.

The reference to a document, instrument or law includes any amendments, revisions, renewals or reprints from time-to-time.

Where a word is defined, any other grammatical form of that word has a corresponding meaning.

The following descending order of precedence applies to the extent there is any ambiguity, conflict, discrepancy or inconsistency between the documents comprising this **connection agreement**:

- (a) the Schedule of **our** requirements
- (b) Part 2: Your rights and responsibilities
- (c) Part 1: Connections at your property
- (d) any other document forming part of the **connection agreement**.

Schedule of our requirements

Water services

No.	Service	Our requirements
140.	Service	Our requirements
1	All water services	All connections to our water mains, including those used for construction activities must have appropriate backflow prevention containment devices . These must be appropriate for the hazard rating of the property .
		Most residential houses use one of Sydney Water's 20 mm or 25 mm meters . These incorporate a dual check valve that satisfies backflow prevention requirements for low hazard properties.
		You need to have a separate backflow prevention containment device if your property:
		 has a medium or high hazard rating
		 has a low hazard rating and uses a meter larger than 25mm
		· is unmetered.
		Backflow prevention containment devices must be installed according to the <i>Plumbing Code of Australia</i> and AS/NZ 3500:1.
		For a new commercial, industrial or mixed development, where the hazards are not yet known, the hazard rating will default to high, requiring the installation of a backflow prevention containment device appropriate for that hazard rating.
		If the property has more than one master water meter , you must ensure that you have a backflow prevention containment device on your side of the meter for each of the master water meters .
		Where there is no master water meter to the property , you must

No.	Service	Our requirements
		ensure that there is a backflow prevention containment device on the water supply entering the property , and arrange for a meter to be installed.
2	Pressure boosting	If you have our written approval , you may pump water from our main at the rate specified in Part 1: Connections at your property.
		You must ensure that your water supply connection is always metered, by a meter issued by Sydney Water and installed by or for you, as close as possible to the point of connection. Refer to our Water meter installation guide and our Water meter maintenance guide at sydneywater.com.au for information on how to look after your meter. If you wish to vary the rate at which you pump water from our main, you must apply to us at Sydney Water Tap in [®] .
3	Extended private service	If you have our written approval to connect to an extended private service, it will be identified in Part 1: Connections at your property. You must ensure that your water supply connection is always metered, by a meter issued by us and installed by or for you, as close as possible to the point of connection. Refer to our Water meter installation guide and Water meter maintenance guide at sydneywater.com.au for information on how to look after your meter. You are responsible for designing, installing and maintaining water pipes from the point of connection of our main to the property. We are not responsible for maintaining your private pipes or fixing leaks. You must repair and compensate for any damage caused by water leaking from, or a break of, the extended private service. You must repair any leak from the extended private service, within 24 hours of identifying or being notified of the leak. We will disconnect the extended private service if asked by the council or any landowner affected by leaks from the service. If we suspect there's a leak and ask you to repair it, you must engage, at your cost, a licensed plumber to report on the condition of the extended private service and its susceptibility to leaks, within two weeks of our request. If you don't fulfil this requirement, we may disconnect or fix the extended private service at your cost. We may interrupt, postpone or limit your water supply during a drought. If you change the location of your private service line between the point of connection and your property boundary, you must email an updated plan to connections@sydneywater.com.au noting the property address, within one week of completing the work. You must maintain an adequate backflow prevention containment device on your connection at all times. If you subdivide or develop the property and the development will increase demand for water services, we may: • ask you to extend or amplify our water mains to meet
		 ask you to extend or amplify our water mains to meet the needs of your new development

Connection agreement 15

ask **you** to replace the **extended private service** with a

No.	Service	Our requirements
		connection to the new water main at your cost
		 terminate approval for your extended private service. If Sydney Water or another developer replaces, amplifies or extends our water mains, we may ask you to disconnect the extended private service and replace it with a standard connection to the new water main at your cost.
		You must comply with any request from us under these provisions, within the timeframe we require.
		You may not extend the extended private service to another property or allow other parties to connect to it.
4	Extended private service – low pressure connection	If you have our written approval to connect to an extended private service with low pressure, it will be identified in Part 1: Connections at your property.
		Sydney water may restrict your connections relating to the:
		 maximum flow rate you can draw through your connection
		 time of day you can draw water
		 requirements for a water storage tank.
		These restrictions will be specified in Part 1: Connections at your property and in your connection approval letter. You must comply with these restrictions.
		If we require you to restrict flow, you must install and maintain a flow restriction device. If this device is removed, we will consider your connection to be unauthorised and may disconnect it.
		If we require you to install a tank to be filled by your low pressure connection, you must ensure that the tank and any pump connected to it is installed by a licensed plumber according to the <i>Plumbing Code of Australia</i> . You must ensure that an air gap is maintained at the filling point to the tank to prevent backflow.
		You must maintain your tank and any automatic filling valves to prevent leaks and overflows.

Wastewater services

No.	Service	Our requirements
1	Discharge of industrial trade wastewater	If Sydney Water has given you permission to discharge industrial trade wastewater into our wastewater system (sewer), discharge conditions will be detailed in Part 3 of this agreement.
		You must comply with the terms of that consent , in addition to the terms of this connection agreement .
2	Discharge of commercial trade wastewater	If we have given you permission to discharge commercial trade wastewater into our wastewater system , discharge conditions will be detailed in Part 3 of this agreement.
		You must comply with the terms of that permit , in addition to the terms of this connection agreement .

No.	Service	Our requirements	
3	Pump-to- gravity sewer	If the property cannot drain by gravity to the available wastewater system (sewer), and we have given you written permission, you may operate a privately-owned and maintained pump-to-sewer arrangement subject to the following conditions:	
		 You may pump wastewater to our main at the rate identified in Part 1: Connections at your property. 	
		 You may discharge only domestic wastewater. 	
		 You must maintain your pump, your collection tank, related plumbing and your point of connection with our main. 	
4	Connection to a pressure sewerage system	If you have our permission to connect to a pressure sewerage system , it will be identified in Part 1: Connections at your property.	
		You must maintain a holding tank that can safely store wastewater before you pump it to our system. You are responsible for any overflows or odours that may occur on the property.	
		You must manage your holding tanks and pumps to ensure that they don't emit, or increase the chance of, odours or corrosion in our pipes.	
		You must install an isolation valve at the point of connection to our main, so we can disconnect your service if your pumped wastewater	
		· causes overflows or leaks in our system	
		· causes unacceptable odours	
		 is of unacceptable quality 	
		 will corrode our pipes. 	
			You may discharge only domestic wastewater.
		You do not have approval to discharge trade wastewater, unless you have our written permission beforehand.	
		You must not discharge stormwater or groundwater to your wastewater connection, or connect any pipe carrying stormwater or groundwater to your wastewater connection.	
5.	Pressure sewerage system - priority sewerage area	If you have our written approval to connect to our pressure sewerage system , it will be identified in Part 1: Connections at your property.	
		You may only use our pump-to-pump domestic wastewater from a single dwelling on your property.	
		You must ensure that electricity is continuously supplied (at no cost to us) by your electricity supplier, to enable the pump to function properly.	
		If the pump is damaged because of irregular or incorrect electricity supply, you :	
		are liable for the costs of fixing that damage	
		 authorise us to act as your agent to recover the repair costs from your electricity supplier. 	

No.	Service	Our requirements
		You must ensure that the pump is connected, and remains continuously connected, to your electrical circuitry on your side of the electricity meter. You must ensure, at your expense, that your electrical circuit is suitable for the connection. You will own and be responsible for maintaining any extension to your electrical circuit necessary to connect the control panel and its pump to your electrical circuit.
		You must not do anything that will interfere with the proper functioning of the pump or our ability to access and service the pump.
		We are responsible for the cost of maintaining the pump arising from normal use following the <i>Home owner's manual - pressure sewerage systems</i> . You are responsible for any costs from damage caused by you or the occupiers of the property. Only Sydney Water may maintain and repair the pump.
		You may apply to disconnect from the service if you obtain approval from your local government authority to install an on-site sanitary treatment system on the property .
		If we agree to disconnect your service, you must cooperate to allow us to remove our plant and equipment from the property .
		If you want the pump to be relocated, you must obtain our prior written approval and engage a contractor certified by us . We may impose conditions and you will be responsible for all costs associated with any relocation.
		Your existing household sanitary drainage must meet the <i>Plumbing Code of Australia</i> and all applicable Australian Standards and must be inspected by a NSW Department of Fair Trading plumbing inspector before we will approve your connection to our wastewater system .
		You must connect your household sanitary drainage to our connection point within twelve months of us writing to say that you can connect. If you don't connect within this time, we may engage a licensed plumber to do the work at your expense. We will add this cost to your Sydney Water account and it will be subject to our debt recovery process.
		We retain an ongoing and irrevocable right to cease this service and to disconnect and remove the pump. This includes if you breach any of the conditions of this connection agreement , and at our discretion.
		Without limiting the other provisions of this connection agreement , you release and indemnify Sydney Water against all claims, costs, damage and losses relating to damage from any surcharge that may occur through the service arising from the use of the reflux (non-return) valve installed to service the property .

Stormwater services

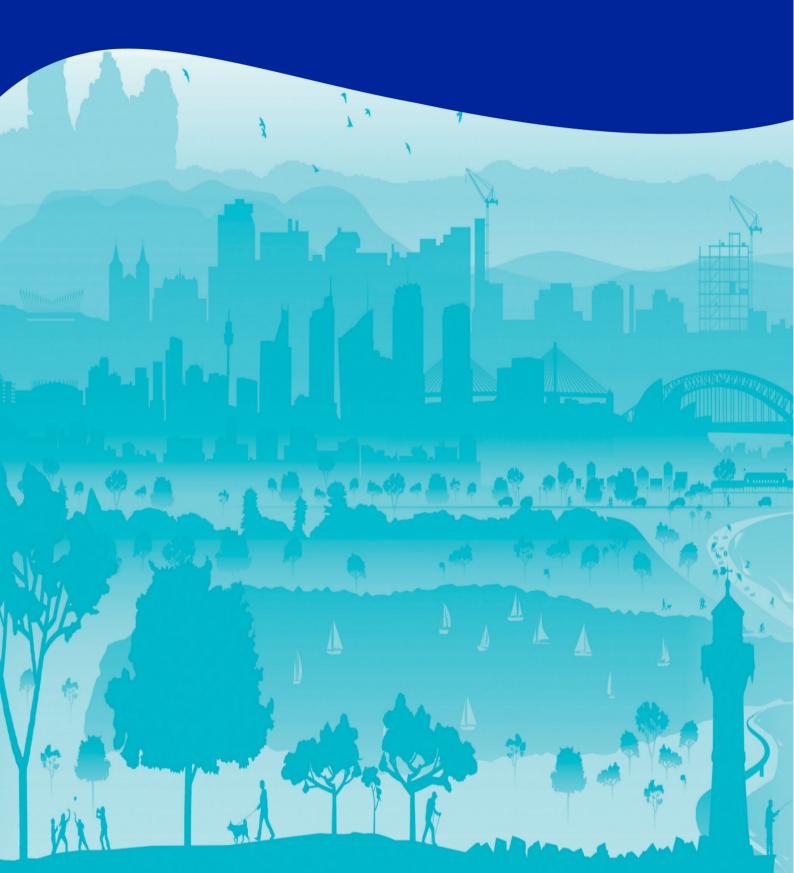
No.	Service	Our requirements	
1	Stormwater connection	If Sydney Water has given you written conditional authorisation to connect to our stormwater channel or pipe, it will be identified in Part 1: Connections at your property.	
		You must:	

No.	lo. Service Our requirements			
		 ensure that any maintenance work in relation to a stormwater connection is performed by a licensed plumber, or a person under the immediate supervision of a licensed plumber, with appropriate qualifications for working in confined spaces 		
		 ensure that only unpolluted roof and surface water is drained through this connection 		
		 ensure that no wastewater is discharged through this connection and that no wastewater pipe is connected to this stormwater connection 		
		 install a silt arrestor and maintain it. 		
		You are authorised to use the connection under section 48A of the Act .		
		If your connection does not comply with the conditions in this clause, it will be treated as an unauthorised connection.		
		If we require it, you must rectify the unauthorised connection, or v may restrict your service or disconnect you , until you rectify any faults.		
2	Connection to stormwater requiring a reflux valve	If we have given you written conditional authorisation to connect to our stormwater channel or pipe, subject to installing a reflux valve, it will be identified in Part 1: Connections at your property.		
		You are responsible for maintaining any reflux valves installed to service the property .		
		Without limiting the other provisions of this connection agreement , you indemnify Sydney Water against all claims and cost, loss and damage caused by any surcharge that may occur through the service .		
		It is your responsibility to maintain any silt arrestors.		

Part 3: Your contracts with us



Commercial trade wastewater permit





Commercial trade wastewater permit

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For a commercial **property** or small business producing mainly residential types of substance in its trade waste.

Item 1 Your contact details

Sydney Water grants this Permission to the owner of the **premises**.

The customer:	Hassani Investments Pty Ltd
Postal address:	74 Seville St Fairfield East NSW 2165
Telephone:	
Email:	
Mobile phone:	

Details of the business at the **premises**.

The business:	Commercial Premise
Address where discharge occurs:	74-78 Seville St Fairfield East NSW 2165
Telephone:	
Email:	
Mobile phone:	

Details of the contact at the **premises**.

The contact:	R Adler
Telephone:	2794 2200
Email:	
Mobile phone:	

Permit Number: 6790

Commencement date of this permit: 1 April 2019

Term of permit: Current until cancelled by either **Sydney Water** or the **customer**.

This permission allows **commercial trade wastewater** to be discharged from the **premises** into **our wastewater system** (sewer) as long as the requirements and conditions of this **permit** and the **connection agreement** are met.

Item 2 Business activities

Details of business activities generating **trade wastewater** at the **premises**.

Process code	Shop no.	Business name	Annual discharge volume (kL)
GB25	3	ROSSFREIGHT HOLDINGS PTY LTD	866.000

Item 3 Pre-treatment

Details of the equipment required at the **premises** to treat **trade wastewater**.

Equipment no.	Equipment volume (Litres)	Equipment type
11508331	N/A	Oil Water Separator

Item 4 Sydney Water's wastewater treatment plant for the area

Name: MALABAR

Level of treatment provided: PRIMARY

Item 5 Sample point

The point where the quality of the **trade wastewater** may be checked is after the pre-treatment and excludes **domestic wastewater**.

Item 6 Maintenance requirements

Details of the **maintenance** requirements for equipment at the **premises**.

Oil water separator

You must ensure that the oil water separator is serviced and **maintained** according to the manufacturer's specification.

Item 7 Additional requirements

Backflow Prevention

- 1. You must have a backflow prevention containment device installed and maintained at the water meter outlet/property boundary in line with our *Responsibilities of connected customers policy*.
- 2. **We** require backflow individual/zone protection on any tap located within five metres of the trade waste apparatus.

Item 8 Charges

Commencement date: 1 April 2019

Permit fee: \$108.59

Wastesafe administration charge: N/A

Trade wastewater quality charge:

Process code	Shop no.	Business name	Annual discharge volume (kL)	Charging rate (\$)	Annual charge (\$)
GB25	3	ROSSFREIGHT HOLDINGS PTY LTD	866.000	0.49	424.34

Note:

Unless **you** provide **us** with 28 days' written notice of any proposed changes to the business operations, all trade waste **charges** continue to apply, and **we** will not issue credits. **You** must email this written notice to the email address in the contact details in Item 9.

Item 9 Our contact details

Phone:	13 20 92 weekdays 8.30 am to 5.30 pm	
Fax:	1300 364 403	
Email:	businesscustomers@sydneywater.com.au	
Website:	sydneywater.com.au	

General Conditions

1. Your obligations

- 1.1. This permit authorises you, pursuant to Clause 3.2.4 of the *Customer Contract*, to discharge trade wastewater from your premises into our wastewater system (sewer), provided you comply with the requirements and conditions of this permit.
- 1.2. If **you** have leased the **premises you** must act to ensure that **you** are able to comply with, and that **your** tenant is aware of and complies with, the requirements and conditions of this **permit**.
- 1.3. **You** must take all reasonable precautions to ensure that no person other than a person acting for **you** or on **your** behalf, or with **your consent**, discharges any matter from the **premises** into **our wastewater system**.
- 1.4. Every discharge of matter from the **premises** into **our wastewater system** will be taken to have been discharged with **your consent**.

2. Permit cannot be transferred

2.1. You cannot transfer or assign this permit.

3. Discharge standards and pre-treatment of trade wastewater

- 3.1. **Trade wastewater** discharged into **our wastewater system** must meet the requirements specified in this **permit**.
- 3.2. **We** will inform **you** of the minimum requirements for pre-treatment equipment that **you** must install. This equipment is listed in this **permit**.
- 3.3. **You** must arrange and pay to install the equipment specified in this **permit**.
- 3.4. **We** may stipulate additional equipment to that listed in this **permit** that **you** must install, **maintain** and operate and **you** will, at **your** own expense, comply with such a stipulation.
- 3.5. Any plumbing or drainage work at the **premises** must:
 - (a) be done by a licensed tradesperson
 - (b) be verified by a 'Certificate of Compliance'.
- 3.6. All equipment installed by **you** must be **maintained** and operated at **your** expense to ensure that pre-treated **trade wastewater** meets the requirements specified in this **permit**, at the sampling point specified in this **permit**.

4. Samples of trade wastewater

- 4.1. **You** must ensure that access to the sampling point specified in this **permit** is always unobstructed.
- 4.2. **We** may take as many samples of **trade wastewater** as **we** require.
- 4.3. **We** will use, for the analysis of samples of **trade wastewater**, either the methods specified in *Standard Methods for the Examination of Water and Wastewater (21st Edition)*, published by the American Public Health Association in 2005 or **our** own published analytical methods.

5. Discharge of trade wastewater

5.1. Trade wastewater may be discharged from the premises into our wastewater system

(sewer) according to the requirements and conditions of this permit.

- 5.2. **Trade wastewater** must not be discharged from the **premises** into **our wastewater system**:
 - (a) unless it has been properly pre-treated by the equipment specified in this **permit**
 - (b) from any point other than the discharge point specified in this permit
 - (c) contrary to any other requirement or condition of this **permit**.
- 5.3. New authorised pre-treatment equipment must display a compliance plate bearing the product authorisation number.

6. Changes to trade wastewater

- 6.1. **You** must notify and inform **us** at least 30 days before any change is made at the **premises** that may substantially affect the characteristics or volume of **trade wastewater** to be discharged into **our wastewater system**.
- 6.2. **You** must notify and inform **us** at least 30 days before any change in business activities or the manner of pre-treating **trade wastewater** or an addition to the number of hours or days of discharge of **trade wastewater**.

7. Plant, pipes and equipment

- 7.1. Plant, pipes and equipment at the **premises** used to treat or drain **trade wastewater** must be kept in effective and efficient working order.
- 7.2. The equipment must be cleaned according to the requirements of this **permit**.
- 7.3. Cleaning agents that are not consistent with the specifications of this **permit**, must not be used to clean plant or equipment at the **premises** ('cleaning agent' includes emulsifying agents, solvents, enzymes, mutant bacteria, pesticides, odour control agents and drain cleaners).
- 7.4. **We** do not warrant that any equipment is sufficient for purposes of pre-treating **trade** wastewater produced at the **premises** for discharge into **our wastewater system**.

8. Trade waste residue

- 8.1. **Trade waste residue** must be disposed of in the manner required by **Sydney Water** and the NSW Department of Planning, Industry and Environment.
- 8.2. Records must be kept of **maintenance** and cleaning of equipment specified in this **permit** including the dates and methods of disposal of **trade waste residue**.

9. Inspecting

- 9.1. **Our** representative, or anyone acting under **our** authority, may enter the **premises** at any time to:
 - (a) inspect whether the requirements and conditions of this **permit** are being complied with
 - (b) exercise a function specified in this **permit**
 - (c) exercise a function described in section 38 of the **Act** provided they hold a Certificate of Authority issued according to S.39(3) of the **Act**.
- 9.2. When exercising rights under clause 9.1, **our** representative, or anyone acting under **our** authority:
 - (a) must not delay or inconvenience the efficient conduct of the business activities at the **premises** if it can be reasonably avoided

- (b) must not be impeded or delayed by any person on the **premises**, except for any relevant safety precautions
- (c) must be given all reasonable assistance.
- 9.3. **Your** acceptance of this **permit** constitutes consent on **your** part within the meaning of S.40 (i)(a) of the **Act** to any entry effected by **us** or under **our** authority under clause 9.1 of this **permit**.

10. Charges for trade wastewater

- 10.1. **You** must pay the **charges** specified in this **permit**.
- 10.2. **You** must pay the **charges** specified in **our** statement by the due date shown on the account.
- 10.3. We may, in addition and without prejudice to any other power conferred on us by this permit, impose charges if our inspections show that trade wastewater being discharged from the premises into our wastewater system, is contrary to the requirements or conditions of this permit.
- 10.4. You may obtain from us details about additional charges.

11. Charges for extra inspections

- 11.1. We may charge you for extra inspections at the premises.
- 11.2. An extra inspection is every inspection after one inspection has been made in any 12-month period that, in **our** opinion, is necessary.
- 11.3. **You** may obtain details from **us** about extra inspection **charges**.

12. Changes to amounts charged

12.1 **We** may change the **charges** specified in this **permit** as and when determined by the Independent Pricing and Regulatory Tribunal of New South Wales.

13. Default Notice

- 13.1. **We** may issue a **default notice** to **you** if, in **our** opinion, **you** have not complied with any requirement or condition of this **permit**.
- 13.2. **You** must reply in writing to the **default notice** within seven days of receiving the **default notice**.
- 13.3. In **your** reply, **you** must tell **us**:
 - (a) what you will do to comply with any requirement of the default notice
 - (b) **your** reasons for any disagreement **you** may have about any requirements of the **default notice**.
- 13.4. **We** will consider **your** reasons for any disagreement **you** may have and notify **you** within seven days whether **you** must comply with the requirements of the **default notice**.
- 13.5. **You** must comply with **our** requirements immediately after **you** receive notice of **our** decision.

14. Suspension or cancellation of the permit

- 14.1. If you wish to cancel the permit, you must first give us at least 30 days' notice in writing.
- 14.2. We may suspend or cancel the permit if:

- (a) any information about the **premises** or activities at the **premises** or in a reply under clause 14.3 **we** are given is false, incomplete or misleading in a material
- (b) any requirement of this **permit** is not complied with
- (c) you do not reply to a default notice
- (d) you do not comply with any undertaking you give in reply to our default notice
- (e) **you** do not comply with **our** decision regarding **your** reply to the requirements of **our default notice**
- (f) **our** representative is prevented from doing an inspection
- (g) you do not pay our charges on time
- (h) acceptance of the **trade wastewater** may cause **us** to contravene any legislation, permission, authority or licence granted by a regulator or any other regulatory authority.
- 14.3. **We** will give **you** notice of **our** decisions to suspend or cancel this **permit**.
- 14.4. Immediately after **you** receive **our** notice of suspension or cancellation of the **permit**, **you** must take whatever action is necessary to stop the discharge of **trade wastewater** from the **premises** to **our wastewater system**.
- 14.5. If the discharge of **trade wastewater** does not stop, **we** may enter the **premises** to do anything necessary to stop it.
- 14.6. To the extent permitted by law, **you** are not entitled to any remedy against **us**, for or relating to a suspension or cancellation of this **permit**, or any action **we** may take to stop the discharge of **trade wastewater**.

15. Transfer of ownership of premises

- 15.1. **You** must give **us** at least 30 days' prior notice that **your** ownership of the **premises** will end.
- 15.2. Clause 16.1 does not apply if:
 - (a) you have given notice of cancellation according to clause 15.1
 - (b) it is not possible for **you** to give the notice, or **you** give less than 30 days' notice at the earliest possible time.
- 15.3. If you do not comply with clause 15.1 or 16.1, you must pay:
 - (a) for any harm caused by **trade wastewater** discharged from the **premises**
 - (b) all applicable **charges** for the period ending 30 days after **you** do give notice to cancel this **permit**.

16. Information available to the public

16.1. The address of the business from and the business activities from this **permit**, are subject to public disclosure.

17. Dispute

- 17.1. **We** will write to **you** or discuss matters with **you** to avoid any **dispute**.
- 17.2. Any **dispute** that may arise will be resolved by negotiation with **you**.
- 17.3. Any **dispute** that cannot be resolved will be determined by **our** authorised manager.

18. Changes to this permit

- 18.1. **We** may change any requirement or condition of this **permit** by notice given to **you**.
- 18.2. A change for purposes of clause 19.1 includes a deletion, amendment or substitution of or to a requirement or condition, but does not include a change to rate of **charges**.
- 18.3. If no later date is provided, a change takes effect on the date or receipt of **our** notice.

19. Notices and communications

- 19.1. For this **permit** a notice or other communication must be verified in writing.
- 19.2. We may send a notice or communication to you by:
 - (a) delivering it at or sending it to the address
 - (b) sending it by facsimile transmission to the number specified in this **permit**, or as **you** may notify to **us** from time to time.
- 19.3. **You** may deliver or send to **us** a notice or other communication, to the address or facsimile number specified in this **permit**.

General requirements

These requirements apply to **all trade wastewater** discharged into **our wastewater system**.

Characteristic	Requirement
Temperature	Not more than 38 degrees Celsius
Colour	Not more noticeable when diluted 100 times in clear water
Flammables	None to be discharged to the wastewater system
рН	Between pH 7 (neutral) and pH 10 (alkaline)
Fibrous material	None which could block our wastewater system
Solid matter	No longer than 20 mm, must not settle faster than 3 m in an hour
Discrete oil	None to be discharged to water

Definitions

In this permit:	
Act	Sydney Water Act 1994 (NSW) and any regulations in force under it.
Customer Contract	The contract referred to in section 55 of the Act .
Default notice	A notice issued according to clause 13.1 of this permit .
Domestic wastewater	Domestic wastewater may be produced at a property from residential activities. It includes human waste and wastewater from residential kitchens, laundries, showers and basins.
Grease trap waste	The substances removed from trade wastewater by, and which remains in, a grease trap at the premises .
Permit	This permit and all its attached schedules
Trade waste residue	The substances removed from trade wastewater by, and which remains in, the equipment specified in this permit .
Trade wastewater	Any liquid, and any substances in it, which may be produced at the property in a non-residential activity, and wastewater which is transported by vehicle, including septic effluent and wastewater from ships and boats and run-off from contaminated open areas. Trade wastewater does not include domestic wastewater from premises connected to our wastewater system .
We, our, us or Sydney Water	Sydney Water Corporation, established under the Act , including its officers, staff, agents and contractors.
You, your	The owner of the premises from which trade wastewater may be discharged or the owner's agent.

Interpretations

Words that are bolded in this **permit** (outside of headings) have a special meaning. The meanings are set out in the definitions.

Headings are included in this **permit** to help **you** to understand its requirements and conditions but are not intended to affect the meaning or application of any requirement or condition.

A person includes an individual, a body corporate, an unincorporated body or other entity.

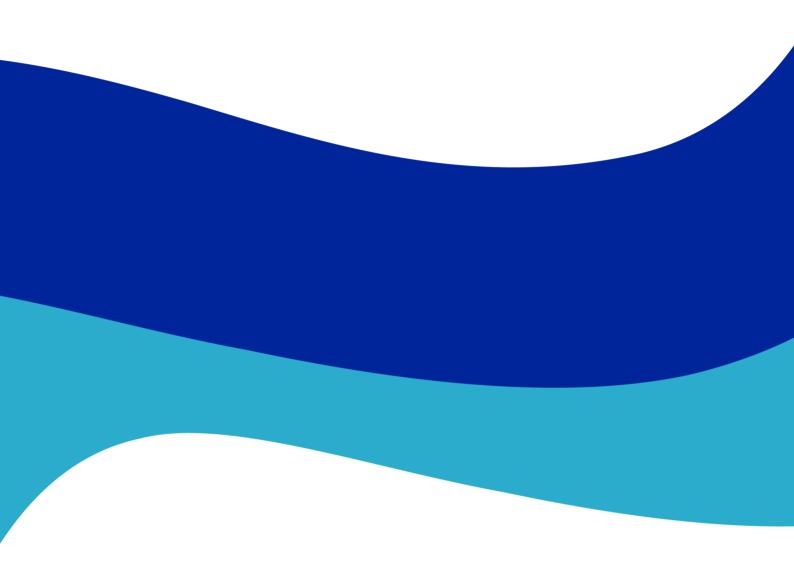
The law includes legislation, regulations, licenses, orders, mandatory codes, **permits** and directions.

The singular includes the plural and vice versa.

The reference to a document, instrument or law includes any amendments, revisions, renewals or reprints from time-to-time.

Where a word is defined, any other grammatical form of that word has a corresponding meaning.





Contact us

13 20 92

sydneywater.com.au

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ASIA PACIFIC OFFICES

BRISBANE

Level 2, 15 Astor Terrace Spring Hill QLD 4000

Australia

T: +61 7 3858 4800 F: +61 7 3858 4801

MACKAY

21 River Street Mackay QLD 4740

Australia

T: +61 7 3181 3300

SYDNEY

2 Lincoln Street Lane Cove NSW 2066

Australia

T: +61 2 9427 8100 F: +61 2 9427 8200

AUCKLAND

68 Beach Road Auckland 1010 New Zealand

T: +64 27 441 7849

CANBERRA

GPO 410

Canberra ACT 2600

Australia

T: +61 2 6287 0800 F: +61 2 9427 8200

MELBOURNE

Suite 2, 2 Domville Avenue Hawthorn VIC 3122

Australia

T: +61 3 9249 9400 F: +61 3 9249 9499

TOWNSVILLE

Level 1, 514 Sturt Street Townsville QLD 4810

Australia

T: +61 7 4722 8000 F: +61 7 4722 8001

NELSON

6/A Cambridge Street Richmond, Nelson 7020

New Zealand

T: +64 274 898 628

DARWIN

5 Foelsche Street Darwin NT 0800

Australia T: +61 8 8998 0100 F: +61 2 9427 8200

NEWCASTLE

10 Kings Road New Lambton NSW 2305

Australia

T: +61 2 4037 3200 F: +61 2 4037 3201

GOLD COAST

Ground Floor, 194 Varsity Parade Varsity Lakes QLD 4227

Australia

M: +61 438 763 516

PERTH

Ground Floor, 503 Murray Street

Perth WA 6000 Australia

T: +61 8 9422 5900

F: +61 8 9422 5901

