

22 July 2020

Hassani Investments Pty Ltd & Hussain
Group Investments Pty Ltd
74 Seville St
FAIRFIELD EAST 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

A handwritten signature in black ink, appearing to read "Greg Staveley".

Greg Staveley
Manager Business Customers



Connection agreement

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





Contents

Part 1: Connections at your property	3
Part 2: Your rights and responsibilities	4
1 Introduction	4
1.1 Definitions	4
1.2 Understanding your connection agreement	4
2 What is the connection agreement and when does it commence?	4
2.1 What is a connection agreement?	4
2.2 When does this connection agreement commence?	4
3 The services	4
3.1 Supplying the services	4
3.2 Modifying the services	5
4 Paying for the services	5
4.1 GST	5
5 The property	5
5.1 Access to the property	5
5.2 Occupiers	6
5.3 Transferring the property	6
6 Laws and safety	6
6.1 Complying with laws, approvals and standards	6
6.2 Work Health and Safety (WHS)	6
6.3 Indemnity	7
7 Information and privacy	7
7.1 Audit	7
8 Terminating this connection agreement	8
8.1 Termination by you	8
8.2 Termination by Sydney Water	8
8.3 Requirements on termination	8
8.4 Effect of termination	8
9 Liability	9
9.1 Limitation of liability	9
9.2 Indemnity and liability	9
10 Complaints and disputes	9
10.1 Consumer, Trader and Tenancy Tribunal (CTTT)	9

11	General	9
11.1	Sydney Water's statutory powers	9
11.2	Notices to Sydney Water	9
11.3	Enforceability of this connection agreement	10
11.4	Our relationship with you	10
11.5	Governing law	10
11.6	No waiver	10
11.7	Assignment	10
11.8	Variation	10
12	Definitions and interpretations	11
12.1	Definitions	11
12.2	Interpretations	14
	Schedule of our requirements	14
	Water services	14
	Wastewater services	16
	Stormwater services	18
	Part 3: Your contracts with us	21
	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**.

2 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 [Sydney Water Tap in®](#) 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 connections@sydneywater.com.au 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	<i>Sydney Water Act 1994</i> (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.
CTTT	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 Customer Contract.
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

Term	Definition
	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.
Wastewater system	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.
Water services	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 Customer Contract.
Water systems	The water mains, pipes, treatment plants and other equipment we must provide, manage, operate and maintain under the Act to supply and store water.
We, our, us or Sydney Water	Sydney Water Corporation, established under the Act, including its officers, staff, agents and contractors.
WHS Act	<i>Work Health and Safety Act 2011 (NSW).</i>
WHS Law	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.
WHS Regulation	Work Health and Safety Regulations 2011 (NSW).
Worker	The meaning given to that term in section 7 of the WHS Act.
Workplace	The meaning given to that term in section 8 of the WHS Act.
You, your	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
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 <i>Water meter installation guide</i> and our <i>Water meter maintenance guide</i> 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 <i>Water meter installation guide</i> and <i>Water meter maintenance guide</i> 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 the needs of your new development - 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 Home owner's manual - pressure sewerage systems. 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. 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 **we** 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

Contents

Item 1 Your contact details	2
Item 2 Business activities	2
Item 3 Pre-treatment	3
Item 4 Sydney Water’s Wastewater Treatment Plant for the area	3
Item 5 Sample Point	3
Item 6 Maintenance requirements	3
Oil water separator	3
Item 7 Additional requirements	3
Backflow prevention	3
Item 8 Charges	3
Item 9 Our contact details	4
General Conditions	5
General Requirements	10
Definitions	10
Interpretations	11

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
pH	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	<i>Sydney Water Act 1994</i> (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

© Sydney Water. All rights reserved