

# Cleanawater First Flush Diversion System w/ Rain Gauge



## Installation, Operations & Maintenance Manual

 **1800 353 788**

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# COMPANY INFORMATION

Water Sustainability is a key to our economic and environmental future

As one of Australia's leading providers of water treatment and recycling solutions; Cleanawater is committed to building a sustainable future.

Since 1996 our technologies have been helping businesses achieve cleaner water solutions that are both cost effective and authority and regulatory compliant.

Cleanawater is a 100% Australian owned and operated water technology company that has been providing water treatment and recycling solutions throughout Australasia for over 17 years. Our manufacturing and research and development centre are based out of our head office in Thomastown, Victoria, with offices located in Brisbane, Perth and Adelaide.

Our product range includes:

- Largest Range of Oil Water Separators – Coalescing, VGS, Hydrocyclone and Induced Cyclonic Separators
- Water Recycling Systems
- First Flush Diversion / Stormwater Management Systems
- Rainwater Harvesting Systems
- AQIS Treatment Systems
- Packaged Pumping Stations
- pH & Chemical Control Systems
- Oil Skimmers – floating oil skimmers / belt oil skimmers

## Our Core Beliefs



### Sustainability

As an industry leader in water sustainability technology we design systems that require minimal power consumption, consumables and reliance on chemical use whilst not compromising system design life and performance.



### Innovation

As a multiple award winning technology company we are committed to ongoing research and development, continuously striving to improve and to deliver industry leading solutions that are cost effective



### Service

We provide a one-stop, holistic service that includes the design, manufacturing, installation and servicing of our solutions, backed up with our 24 hours per day technical support hotline, fast efficient equipment delivery and after sales support.

## PARTS INCLUSION LIST

Your package should include the following items. Please check these items off as received. If any items are missing please contact Cleanawater on 1800 353 788.

Note: If your package is a non-standard package additional/other items may be included in your package.

Item No.	Part Description	Qty
	<b>Diversion Pit</b>	
1	Class B Access Grate <b>OR</b> Class D Access Grate and Frame	1
2	Stainless Steel/Galvanized Lift Out Silt Basket (factory fitted)	1
3	600 x 600 x 600 Diversion Pit Chamber	1
4	Cleanawater Diversion Valve (factory fitted)	1
5	IP68 Actuator (factory fitted)	1
6	Rain Gauge	1
7	DVW Stormwater Outlet DN100 (factory fitted)	1
8	100mm Victaulic coupling (factory fitted)	1
9	HDPE Trade Waste Outlet DN100 (factory fitted)	1
10	Brace Bars Backfill Protection Kit	2
	<b>Controls</b>	
11	Cleanawater First Flush Controller 240v	1
12	Flow Switch/Tee/Manual Tap assembly	1
13	12mm Nylon Water Drive Line (meters)	10
14	Float Switch with 10m cable to suit trade waste pit	2
15	Installation, Operations and Maintenance Guide	1
<b>Optional Extras</b>	Other items may be included in your package based on your specific site requirements, refer to your packing slip or contact Cleanawater on 1800 353 788 for confirmation.	

# PRODUCT INFORMATION

The First Flush Diversion system works in the following way:

## Wash Event

- In a wash event when the wash gun is in use, the diversion valve in the pit remains in an open position allowing contaminated water to discharge to an adjoining trade waste pit where the effluent will be held prior to further treatment and/or discharge.
- If rainfall has recently fallen the wash down operation resets the first flush rain gauge back to zero.

## Rain Event

- The rain gauge has an internal tip bucket and measures total rainfall fallen via total pulses, the diversion valve remains in the open position until 10mm or pre-programmed amount of rainfall has fallen over the area.
- If 10mm (or pre-programmed amount) of rain has fallen it shuts the diversion valve allowing the diversion pit to overflow to stormwater.
- The valve will remain in this position until a wash operation has been triggered via the float switch. Note: If you have a contaminated area and there is no wash down operation a timed operation of inactive rainfall resets the gauge back to zero and re opens the diversion valve.
- If a wash down operation occurs prior when rainfall has fallen but not to the total rainfall required to actuate the valve the diversion system resets back to zero to ensure no stormwater contamination occurs.

**\*NOTE:** The capacity of the trade waste pit/chamber is specified to hold a set volume of water in a rain event which equates to the First Flush Volume. This First Flush Volume is calculated as per local regulations and is usually 10mm of rainfall on a catchment area. This can be programmed to suit local regulations.

# WHEN IS A DIVERSION SYSTEM USED?

First Flush Diversion systems are installed in open air wash down bays or contaminated hardstand areas to divert water to an authorised Trade Waste outlet or treatment system then, when appropriate, divert any rainfall to a stormwater drain. There are two reasons why this diversion is needed:

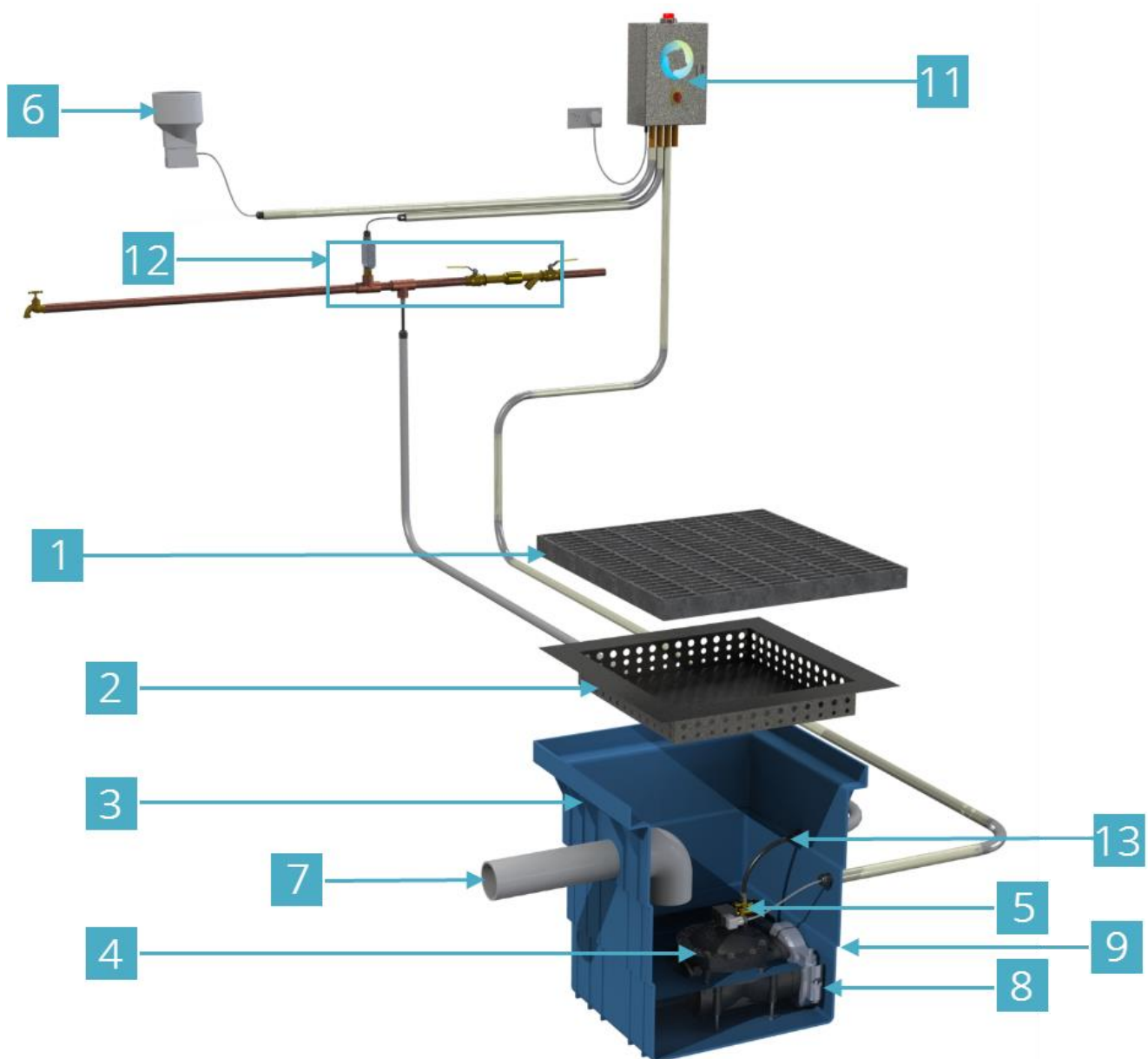
1. During normal wash down operations, all collected wash water must be directed to an authorised Trade Waste discharge point or treatment system. If the wash bay is unroofed, rainwater will then also be able to enter the sewer infrastructure. It is essential that steps are taken to minimise inundation of the sewer system with rainwater. To meet this recommendation, a diversion system can be used to send the wash or rainwater to the appropriate discharge point.
2. Washing oily or contaminated vehicles (or other items) on a wash bay pad can leave residue of the oil or contaminants on the pad after the wash operation has finished. If the pad is unroofed and rain falls on this wash bay, any residue can then wash into the stormwater drainage system.
3. If a contaminated hardstand area is exposed to hydrocarbons and/or other contaminants such as wrecking yards. The system is designed to flush and treat waste water and divert subsequent rainfall to stormwater when the hardstand is deemed flushed.

Cleanawater First Flush Diversion systems are simple wet pit systems designed to safeguard the stormwater drainage structure from contaminated effluent. The system features the Cleanawater diversion valve in a single pit to send collected water to the appropriate discharge point when required.

Cleanawater First Flush Diversion systems are often coupled with an Oily Water Separator for a complete water treatment solution.

# SYSTEM SPECIFICATIONS

Refer to your packing list and specification plate for confirmation on your system model. Your package inclusions will be in accordance with the parts inclusion list in this manual unless nonstandard accessories have been included in your package.



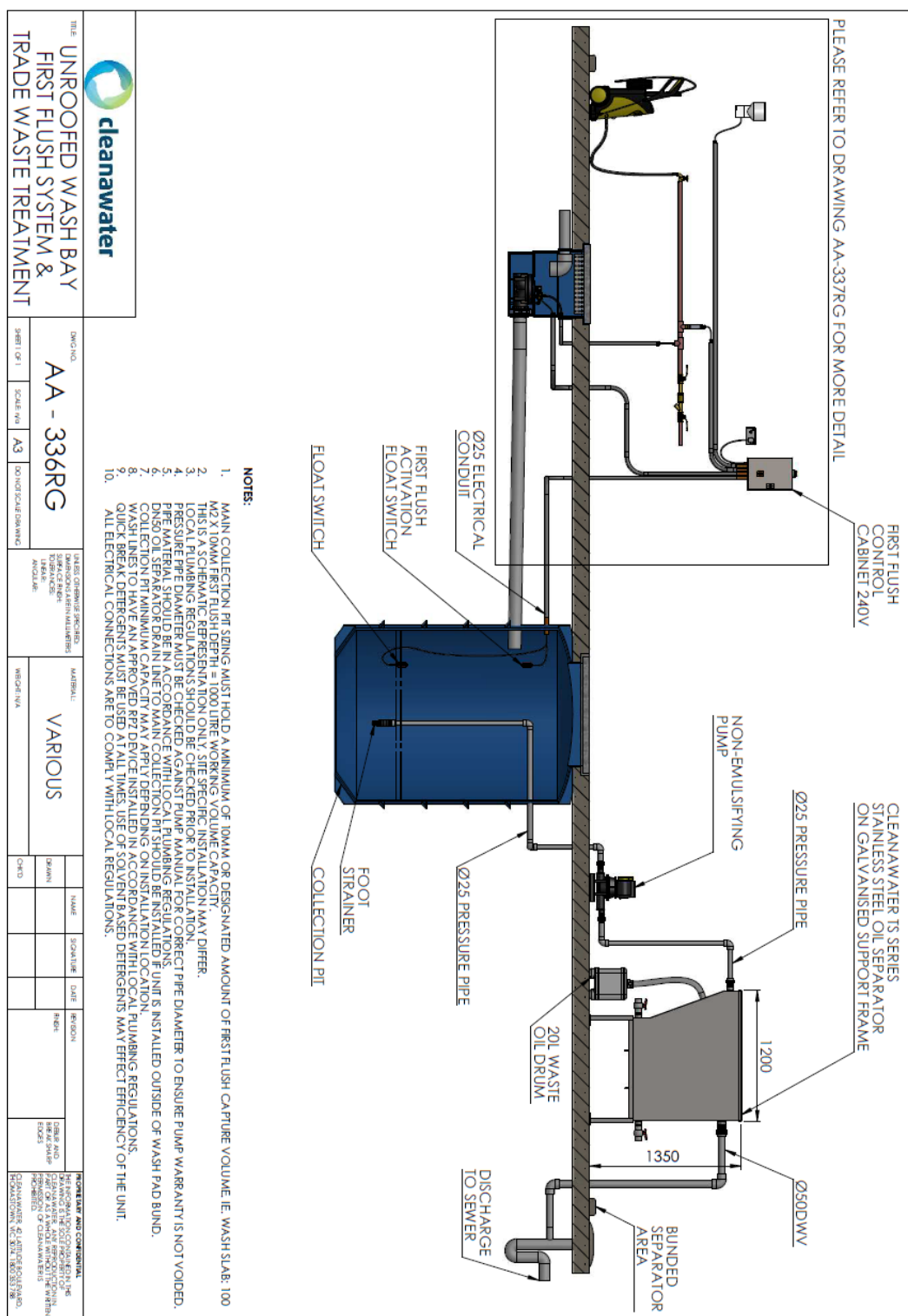
Item Number	Part Description
	<b>Diversion Pit</b>
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5	IP68 Actuator (factory fitted)
6	Rain Gauge
7	DVW Stormwater Outlet DN100 (factory fitted)
8	100mm Victaulic coupling (factory fitted)
9	HDPE Trade Waste Outlet DN100 (factory fitted)
10	Item Deleted
	<b>Controls</b>
11	Cleanawater First Flush Controller 240v
12	Flow Switch/Tee/Manual Tap assembly
13	12mm Nylon Water Drive Line

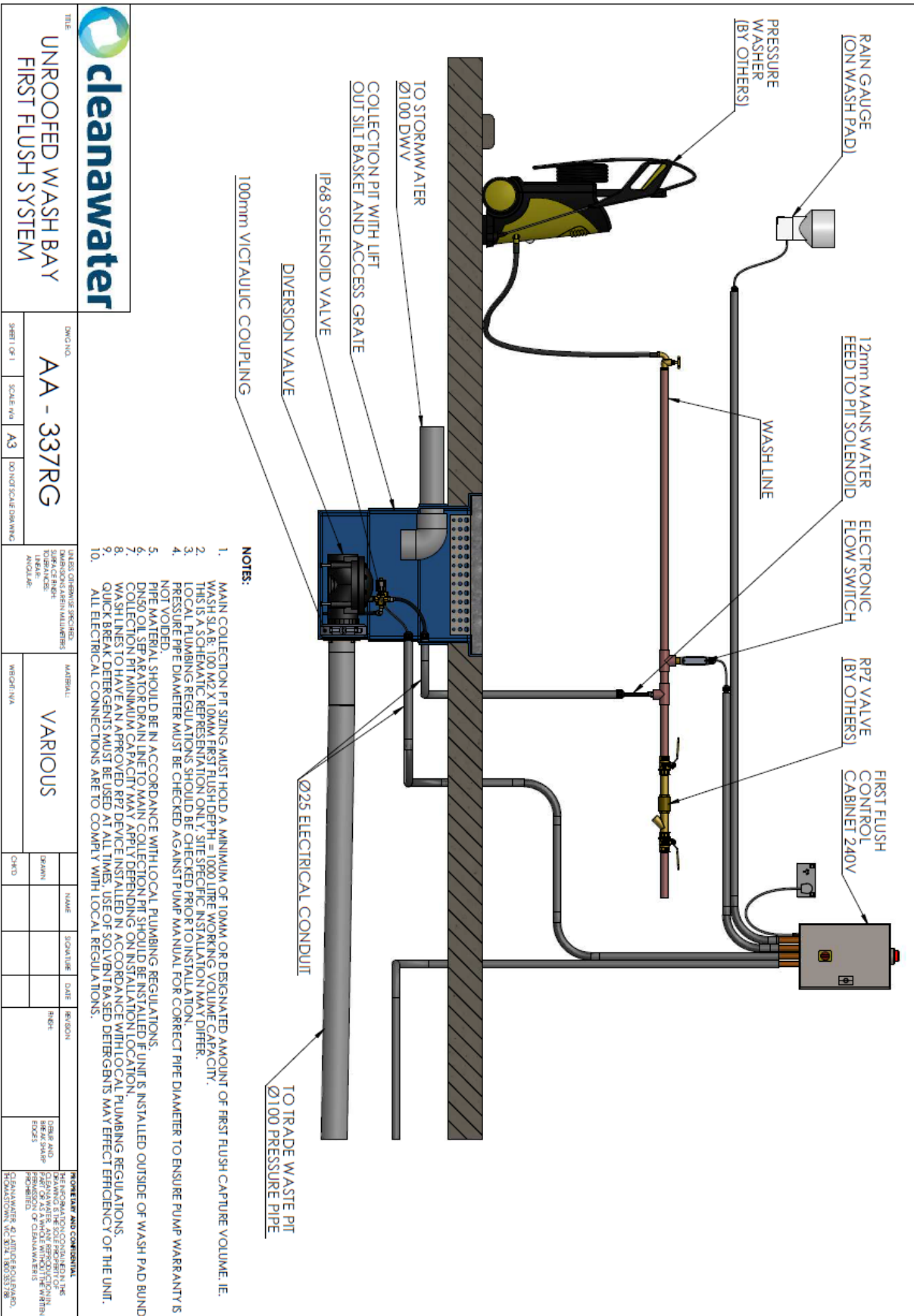
Note: Other items may be included in your package which may differ from this standard inclusion. Contact Cleanawater on 1800 353 788 if you have any questions on the layout of your system.



# TYPICAL INSTALLATION SCHEMATIC

The following installation is a typical installation only. Your system may be setup in an alternate configuration. If you have any questions on system layout and operation contact Cleanawater on 1800 353 788.





# INSTALLATION INSTRUCTIONS

**ALL PLUMBING AND ELECTRICS MUST BE INSTALLED IN ACCORDANCE WITH AS/NZ 3500 & AS/NZ 3000**

\*-Note: At installation stage, all plumbing works must be completed by a licensed plumber. If electrical works are required to be completed they must be completed by an electrician with relevant certifications.

Local water authorities should be contacted prior to installation to ensure local requirements have been met.

## STEP 1 – INSTALLATION OF THE INGROUND DIVERSION PIT

**Cleanawater stormwater diversion system pits are injected moulded in specially selected strong, durable polypropylene, with excellent "in-place" general resistance to Ultra-Violet degradation.**

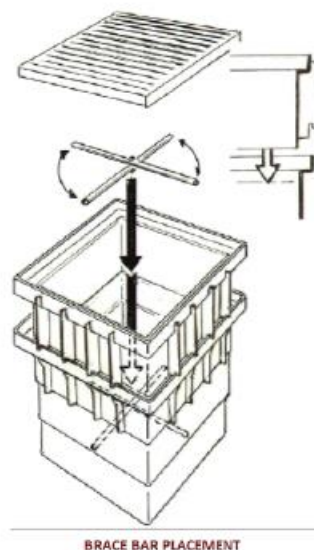
**Standard supply of these pits are a one piece supply. For Class A and Class B access grate supply an embedded grate designed to sit within the rim of the pit is supplied.**

**For a Class D supply; an access grate and frame is supplied. Refer to installation details attached for your project supply information.**

**If a riser has been included in your stormwater diversion system package please refer to attached installation details on installation.**

## SETTING PIT INTO POSITION

1. The Pit should be seated firmly on firmly compacted coarse washed sand in the prepared excavation, with the pit rim at the final surface level (if a Class B grate has been supplied) and all pipes fitted and sealed. The grate should be fitted at this time to ensure that the Pit walls do not distort during the completion of the paving work. Internal bracing of pits during backfilling is recommended, and braces are provided.



2. Backfilling should allow space for a poured concrete collar around the pit, finished at final surface level for all-round support under the pit rim for the steel grate. This protects the pit against possible "in-service" mechanical damage to the edge of the pit rim. Collar depth and width are recommended to be no less than 150mm.

**\* - If your package has a Class D access grate and frame please refer to the "Installation of Grate and Frame" information attached to assist in finished surface levels and setting grate and frame into position.**

**\* - If a Riser is installed, the connection between the Pit and Riser should have a similar poured concrete collar.**

3. Bitumen, concrete or brick paving may then be completed to the level of the concrete collar.

## INSTALLATION OF GRATES AND COVERS FOR STORMWATER DIVERSION SYSTEM

### GRATE ONLY SUPPLY (CLASS A, CLASS B)

#### LOOSE GRATES – DIRECT ATTACHMENT

The appropriate steel grates are normally supplied as “loose fitting” ready to be placed into the rim of the pit. These types are not intended to be secured in position, and are not provided with fixing points. Care must be taken to ensure that such an installation does not pose an unacceptable risk or hazard.

The socket head set-screws are fitted through the flat step of the rim and threaded into steel Anchor **Tab Nuts**. When fully secured, the in-situ concrete collar is poured around the Pit. This surrounds and holds the Tab Nuts, supporting the pit edge and rim.

### GRATE AND FRAME SUPPLY (CLASS D +)

#### GRATES AND FRAME – INDIRECT ATTACHMENT

Grate is secured to a **Support Frame** with M8 socket head set-screws and the frame is positioned on top of the pit and secured with socket head setscrews and **Tab Nuts**.

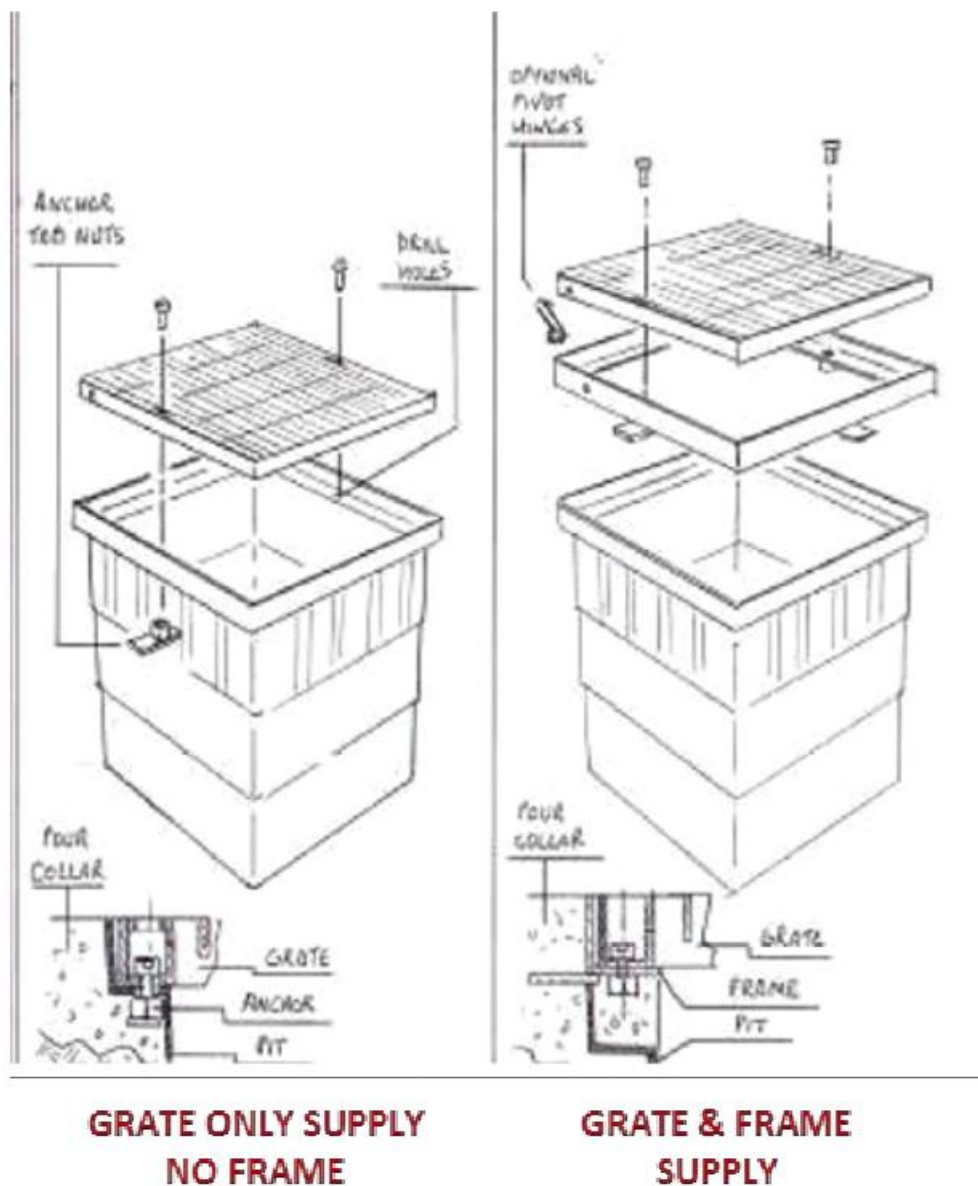
Some simple formwork will be needed before concrete is poured in-situ to locate and secure the frame and pit.

This system allows the pit floor to be slightly lower below surface than normal, without using a riser.

The pit and frame will not sit recessed within the rim of the supplied pit and should be boxed up on top of the rim accordingly.

**REFER TO NEXT PAGE FOR INSTALLATION  
DIAGRAM DETAIL**



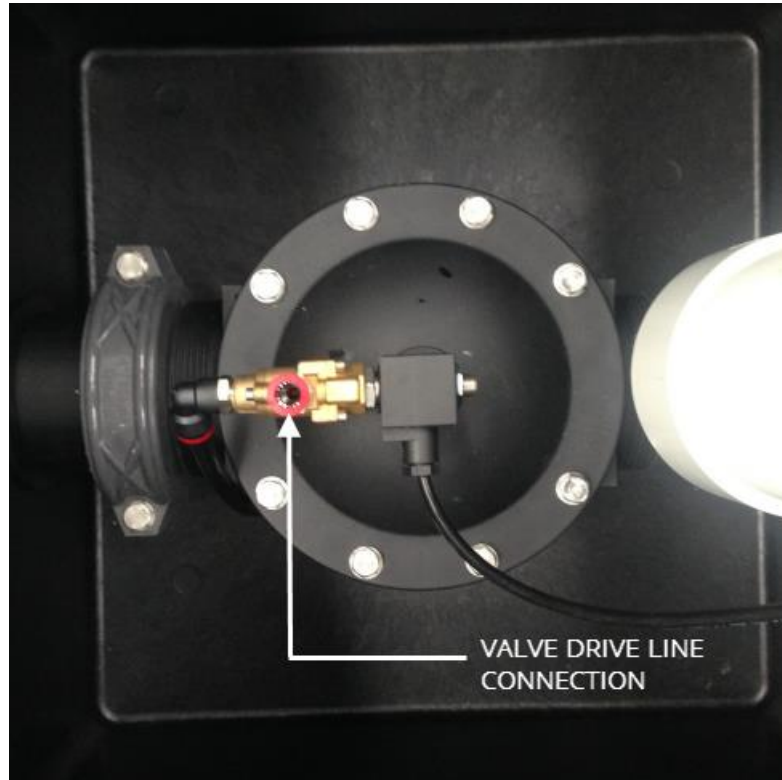
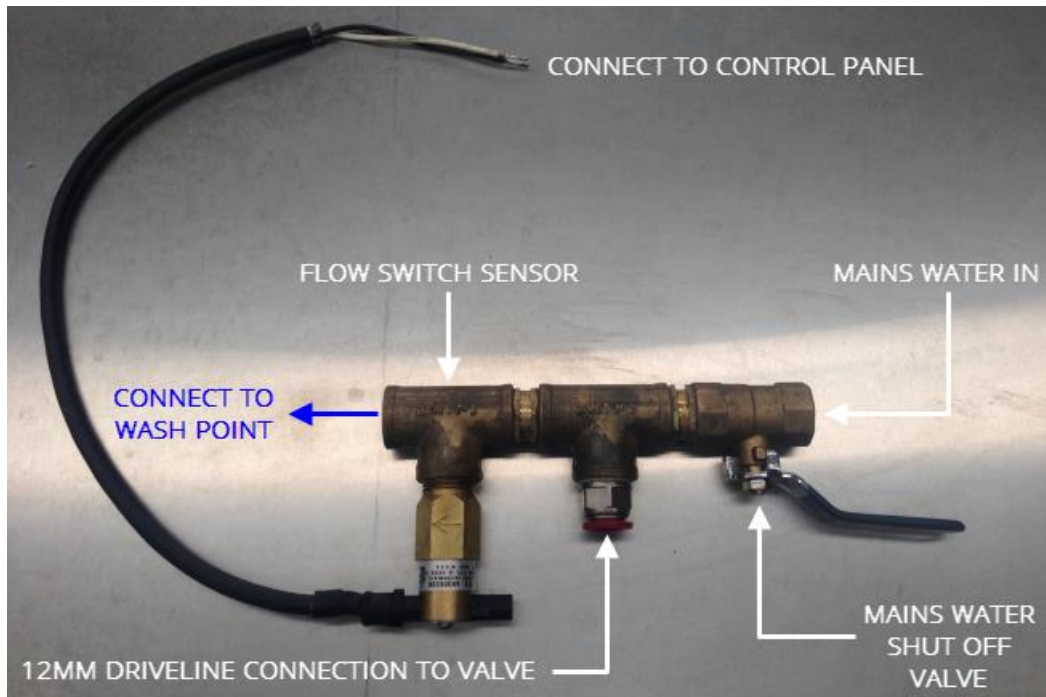


## STEP 2 – CONTROL PANEL INSTALLATION

- The Cleanawater first flush control panel is to be situated in the vicinity to the diversion pit and trade waste system (if applicable) to enable connections to/from the panel.
- Affix the control panel to a wall or support stand using required fixing materials
- Ensure adequate service access is required to the panel and it is clearly visible to operators.

**DO NOT TO MAKE CHANGES TO THE PROGRAMMABLE RELAY LOCATED INSIDE THE MAIN CONTROL PANEL, THIS HAS BEEN FACTORY SET & MUST NOT BE CHANGED.**

## FIRST FLUSH DIVERSION WATER MANIFOLD & DIVERSION VALVE PORTS



### STEP 3 –CONNECTIONS

- Provide HDPE connection from diversion pit to main trade waste pit in accordance with local plumbing regulations
- Provide Stormwater connection from diversion pit outlet to site stormwater connection in accordance with local plumbing regulations.

As per diagram above ensure the following connections are completed from the water driven manifold as follows:

- Mains water inlet to mains town supply via RPZ valve (to be supplied by others)
- Supplied nylon drive line from water driven manifold to valve centre port as per diagram
- Water driven manifold to wash down gun/hose.

### STEP 4 – ELECTRICAL WIRING

Follow the wiring diagram attached to the **rear of this manual**. Electrical connections to be connected as follows:

- Power into board from mains power supply
- Ensure rain gauge is mounted in a clear unobstructed area to measure rainfall and wire back to controller accordingly
- First Flush pit float switch (this should always be run in conduit)
- Trade waste pit pump activation float switch (this should always be run in conduit)
- Trade waste pit first flush volume activation float switch (this should always be run in conduit)
- Flow switch sensor
- Trade waste pump (if applicable) (this should always be run in conduit)
- All other required connections have been factory connected and tested

### STEP 5 – COMMISSIONING

Upon completion of electrical and plumbing connections the following steps should be completed:

- Check all connections to water driven manifold and drive lines to the diversion pit are tight
- Open the valve in the water drive manifold allowing water to flow through the manifold



- Adjust float switches in the trade waste sump. Refer to the **“TYPICAL FIRST FLUSH DIVERSION PIT LAYOUT & TRADE WASTE TREATMENT SYSTEM”** diagram located in this manual.
- The pump float switch in the trade waste pit should be set to switch on/off above the base of the pump line.
- The first flush volume float switch should be set as a pit high level switch. This communicates to the system the pit is full and is vital it is set correctly at high level.
- The float switch located in the diversion pit has been factory set and requires no adjustment.
- Open front cover to the main control panel and switch the main isolator switch to the ‘ON’ position
- Switch the control panel to the ‘AUTO’ position
- The system is now in its operation mode

## STEP 6 – YOU ARE COMPLETE

Refer to operations and maintenance manual and final installation checklist to ensure system is installed correctly and periodic maintenance on the system is completed.

# FINAL INSTALLATION CHECKLIST

Refer to the checklist below to ensure your Cleanawater First Flush Diversion system has been setup correctly.

Note: This checklist refers to a typical installation only. You may have specific installation instructions provided due to an alternate layout or additional equipment installed for your waste water treatment solution.

Contact Cleanawater on 1800 353 788 for any questions related to installation and or operation of the system.

Item	Instruction	Checked (Y/N)
Diversion Pit Installation	<ul style="list-style-type: none"> <li>Pit has been backfilled with correct material to ensure strength is not compromised</li> </ul>	
	<ul style="list-style-type: none"> <li>Unit grate has been installed to top of diversion pit</li> </ul>	
	<ul style="list-style-type: none"> <li>The level on the diversion pit grate is level with floor surface level and is not a tripping hazard</li> </ul>	
Connections – Plumbing	<ul style="list-style-type: none"> <li>Plumbing connections are completed and tightened including:</li> </ul>	
	<ul style="list-style-type: none"> <li>Drive line in diversion pit to water driven manifold</li> </ul>	
	<ul style="list-style-type: none"> <li>Mains water connection (including RPZ) to water manifold</li> </ul>	
	<ul style="list-style-type: none"> <li>Connection from Water Driven Manifold to wash point</li> </ul>	
	<ul style="list-style-type: none"> <li>Connections in accordance with trade waste device to discharge</li> </ul>	
	<ul style="list-style-type: none"> <li>HDPE connection from diversion pit to trade waste pit</li> </ul>	
	<ul style="list-style-type: none"> <li>Stormwater connection from diversion pit</li> </ul>	
Connections – Electrical	<ul style="list-style-type: none"> <li>Float switches set at correct on/off heights and wired back to control panel</li> </ul>	
	<ul style="list-style-type: none"> <li>Flow switch is wired back to control panel</li> </ul>	
	<ul style="list-style-type: none"> <li>Control panel is mounted and easily accessible</li> </ul>	
	<ul style="list-style-type: none"> <li>Control panel is plugged into mains power point</li> </ul>	
	<ul style="list-style-type: none"> <li>Pump and control floats are wired back to control panel (if an oil separator is coupled with the first flush system to treat trade waste)</li> </ul>	
	<ul style="list-style-type: none"> <li>Rain Gauge is installed in an open unobstructed area and wired back to control panel</li> </ul>	
	<ul style="list-style-type: none"> <li>Control panel has power connected</li> </ul>	
	<ul style="list-style-type: none"> <li>Double check all connections against wiring diagram supplied</li> </ul>	
Operational Checks	<ul style="list-style-type: none"> <li>All fittings are fitted and tight</li> </ul>	
	<ul style="list-style-type: none"> <li>All plumbing lines have been flushed to ensure debris is removed</li> </ul>	
	<ul style="list-style-type: none"> <li>All plumbing lines have been connected</li> </ul>	
	<ul style="list-style-type: none"> <li>All electrical connections are complete</li> </ul>	

	<ul style="list-style-type: none"> <li>Unit is filled with fresh water for first start</li> </ul>	
	<ul style="list-style-type: none"> <li>Mains water has been connected to the water driven manifold</li> </ul>	
	<ul style="list-style-type: none"> <li>Shut off valve to water driven manifold is in the OPEN position</li> </ul>	
	<ul style="list-style-type: none"> <li>Silt trap has been fitted to diversion pit</li> </ul>	
	<ul style="list-style-type: none"> <li>Drive line has been connected from diversion pit to manifold</li> </ul>	
	<ul style="list-style-type: none"> <li>Float Switches to Trade Waste pit have been adjusted and are in the correct position</li> </ul>	
	<ul style="list-style-type: none"> <li>Main isolator is ON and control panel has been switched to AUTO</li> </ul>	
	<ul style="list-style-type: none"> <li>Unit is operational</li> </ul>	

# OPERATIONS & MAINTENANCE GUIDE

## OPERATIONS

Once the unit is entered into operation, it is an automated process activated by the float switches and water flow sensors in the system. Maintenance is to be routinely completed to ensure that the system is operating to its designed efficiency.

Contact Cleanawater if the alarm strobe is sounded or if you are concerned the system is not operating to design.

## MAINTENANCE

### MONTHLY MAINTENANCE TASKS

- a) Inspect silt traps and collection pits, clean as required
- b) Remove silt trap Inspect base of diversion pit and remove any build of sludge that is in danger of blocking the diversion valve
- c) Inspect main trade waste pit to check levels of solids at the base of the pit
- d) Check all float operations and ensure they are activating when water level reaches trigger point
- e) Check general condition of components for loose connections and wear and tear
- f) Check water drive manifold for any water leaks
- g) Check mains water tap is in the open position
- h) Check rain gauge chamber for debris and clear accordingly

**WARNING !!**

**DO NOT LODGE FINGERS INTO THE VALVE CHAMBER UNLESS THE MAIN ISOLATION SWITCH IS OFF**

**DO NOT LODGE SHARP OBJECTS INTO THE VALVE CHAMBER AT ANY TIME**

### BI ANNUAL MAINTENANCE TASKS

- a) Refer to Weekly tasks for regular maintenance checks
- b) Arrange licenced EPA contractor to remove built up sludge accrued in all pits
- c) Flush diversion valve with fresh water ensuring the valve is able to open/close un obstructed
- d) Ensure the pump control panel to 'Auto' and inspect system ensuring it is operational

#### WARNING !!

**DO NOT LODGE FINGERS INTO THE VALVE CHAMBER UNLESS THE MAIN ISOLATION SWITCH IS OFF**

**DO NOT LODGE SHARP OBJECTS INTO THE VALVE CHAMBER AT ANY TIME**

### SERVICING HELPDESK

Cleanawater provide mastercare programmed scheduled service packages on request.

If you prefer for Cleanawater to maintain your treatment system or have any servicing related questions helpdesk engineers are available to take your call 24 hours per day, 7 days per week:

Business Hours Telephone : 1800 353 788

After Hours Telephone (and weekends) + 61 3 9188 3679

Email: [service@cleanawater.com.au](mailto:service@cleanawater.com.au)

# WARRANTY TERMS

## Pump & Electrical Component Warranty

Manufacturer's warranty is 12 months from the date of sale unless specified.

## Oil Separator Stainless Steel Component Warranty (if supplied)

The Cleanawater Oil Separator System is supplied with a 5 year perforation warranty period. Fitted skid mounted components may include 304 and/or 316 stainless steel components ideally suited for non-corrosive environments.

If any corrosive elements exist contact Cleanawater to discuss required upgrades.

## Other components

All other components supplied with the package are sold with a 12 month warranty from the date of sale unless specified.

# TROUBLESHOOTING GUIDE

SYMPTOM/CAUSE	PLAN OF ACTION
<b>WATER IS NOT FLOWING TRADE WASTE PIT</b>	
Valve is in closed position	<ul style="list-style-type: none"> <li>First flush controller dictates the valve should be in a closed position, no action required</li> <li>Check that the controller is set to AUTO mode</li> <li>Refer to the supplied wiring diagram that connections to the controller are correct</li> <li>Check manifold connections are completed correctly</li> <li>Check shut off valve to manifold is in OPEN position</li> </ul>
Valve is obstructed	<ul style="list-style-type: none"> <li>Check for obstructions causing blockage</li> <li>Flush pit with fresh water to remove blockage</li> <li>Remove build-up of sludge from valve chamber</li> </ul>
Power to system has been lost	<ul style="list-style-type: none"> <li>Check mains power is ON</li> <li>Check main isolation switch is set to ON</li> <li>Check breakers in control panel and ensure none are tripped</li> </ul>
Inadequate water level in the sump	<ul style="list-style-type: none"> <li>Water level in diversion pit is not high enough to gravity flow into trade waste pit</li> <li></li> </ul>
<b>THE DIVERSION VALVE WILL NOT OPEN/CLOSE</b>	
Mains water is not connected	<ul style="list-style-type: none"> <li>Check shut off valve to manifold is in OPEN position</li> <li>Check mains water connection to ensure water is flowing through manifold</li> <li>Use wash point to ensure water is available to the area</li> </ul>
Power to the control panel has been lost	<ul style="list-style-type: none"> <li>Check mains power is ON</li> <li>Check main isolation switch is set to ON</li> <li>Check breakers in control panel and ensure none are tripped</li> </ul>
Driveline from the diversion valve to panel is not connected correctly	<ul style="list-style-type: none"> <li>Check connections from the manifold to the diversion valve are connected correctly</li> </ul>
Power supply is faulty	<ul style="list-style-type: none"> <li>The power supply may have faults or the breaker on the main board may be tripped</li> </ul>
Ambient temperature conditions high	<ul style="list-style-type: none"> <li>Controller is located in an area with minimal airflow and causing items to overheat, relocate</li> </ul>

	panel or remove heat sources to ensure adequate ventilation is available to controller
<b>THE SYSTEM WILL NOT SWITCH ON/OFF</b>	
No power to controller	<ul style="list-style-type: none"> <li>The power supply may have faults or the breaker on the main board may be tripped</li> <li>Check power switch is ON to the control panel</li> <li>Check main isolator is switched to ON</li> </ul>
Mode incorrectly set on control panel	<ul style="list-style-type: none"> <li>Refer to wiring diagram and instructions to activate main controller modes correctly.</li> <li>Set the panel mode to AUTO. This will ensure the diversion system is operating correctly. Never leave the pump control mode on manual or you will risk damaging the pump.</li> </ul>
Float switch is stuck	<ul style="list-style-type: none"> <li>Check float switches in trade waste pit to ensure they are not entangled or obstructed, flick the switch manually by hand up and down to ensure actuation occurs</li> </ul>
Float switch failed	<ul style="list-style-type: none"> <li>Check float switch levels to ensure they are not entangled or obstructed, flick the switch manually by hand up and down to ensure to ensure actuation occurs.</li> <li>Check float switch wiring connections in controller and/or junction box</li> </ul>
<b>THERE IS A SMELL COMING FROM THE PIT</b>	
Pump is not running (if applicable)	Check pump operation to ensure pump is switching on/off correctly.
Sludge build up in pits	<ul style="list-style-type: none"> <li>Check sump levels for build-up of sludge and have pits pumped out regularly</li> <li></li> </ul>
Stagnant water	<ul style="list-style-type: none"> <li>Run fresh water into the pits to flush existing contents</li> </ul>



# CLEANAWATER TERMS & CONDITIONS

## TERMS AND CONDITIONS OF TRADE

### 1.0 GENERAL:

#### 1.1 These Terms and Conditions of Trade ("Terms"):

- 1.1.1 apply to the sale and supply of all the goods or services by Virtus Industries Pty Ltd (ACN 142 643 981) trading as Cleanawater ("the Company") to the exclusion of all other terms and conditions whatsoever, whether contained or implied in or from any order from the Customer or from any conduct of or representations made by the Customer or the Company;
- 1.1.2 will be deemed incorporated in any order placed by the Customer;
- 1.1.3 will prevail over all other conditions of the Customer's order to the extent of any inconsistency (except where waived by the Company in writing);
- 1.1.4 will not be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law and the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.

### 2.0 QUOTATIONS, SPECIFICATIONS AND PRICE:

- 2.1 Except where the quotation is expressly designated otherwise, written quotations are valid for thirty (30) days from the date of the quotation and are subject to re-quotation thereafter.
- 2.2 Unless otherwise agreed in writing, all prices quoted are inclusive of GST, delivery and other works contained in the specifications contained in the quotation.
- 2.3 All goods offered by the Company are offered subject to stock availability at the time the Customer accepts the quotation.
- 2.4 In the event that the Customer accepts a quotation, such acceptance shall be deemed to form a contract between the Customer and the Company which incorporates these Terms and the agreed specification.
- 2.5 If the Customer seeks any variation to quoted services or seeks to cancel the services after the Company has accepted the Customer's order then:
  - 2.5.1 The Company is free to either accept the variation without altering the quotation price or not. If the Company does not agree to the variation, then the Company is free to terminate the contract without any liability on the part of the Company.
  - 2.5.2 Alternatively, the Company may accept the variation sought by the Customer subject to an amendment to the price and charges in the quotation, at the Company's absolute discretion, to be agreed with the Customer prior to the Company completing further work. If no agreement is reached, then the contract shall be deemed terminated without any liability on the part of the Company.
- 2.6 If the variation or cancellation in Clause 2.5 is sought at any time after the Company has incurred labour costs, ordered or purchased materials or commenced any work in respect of the order, then the Customer shall be liable for all costs incurred by the Company notwithstanding any termination of the contract by the Company pursuant to Clause 2.5.1. The costs incurred shall be payable upon the Company providing a written demand to the Customer and any deposit held by the Company shall be forfeited for these costs.
- 2.7 The price set out in the quotation is subject to change in the event that the Company:
  - 2.7.1 encounters any undisclosed obstructions or issues on site; or
  - 2.7.2 determines that practical variations to the specifications are necessary, in the Company's absolute opinion, to achieve the Customer's intended use given the circumstances the Company finds during the course of carrying out the works.
- 2.8 The Customer acknowledges that the quotation does not include and the Company shall not be obliged to provide any post installation inspection or servicing of the goods sold, unless expressly required by law or these Terms. If the Customer requires such an inspection or service, then this work shall be the subject of a separate agreement between the parties.

### 3.0 TERMS OF PAYMENT:

#### 3.1 At the election of the Customer and as notified to the Customer in writing, payment may be made by the Customer as follows:

- 3.1.1 By payment in full upon the Customer submitting an order to the Company or accepting a quotation provided by the Company; OR
- 3.1.2 By payment of a deposit nominated by the Company upon the Customer submitting an order to the Company or accepting a quotation provided by the Company with the balance to be paid by the Customer within fourteen (14) days of delivery of the goods; OR
- 3.1.3 By payment of a deposit nominated by the Company upon the Customer submitting an order to the Company or accepting a quotation provided by the Company with the balance to be paid by the Customer on delivery of the goods; OR
- 3.1.4 By payment of a deposit of 30% of the price upon the Customer submitting an order to the Company or accepting a quotation provided by the Company with a further 20% of the price to be paid seven (7) days prior to the scheduled date of installation for the goods and the balance of 50% the price to be paid upon the commissioning of the installed goods; OR
- 3.1.5 By payment pursuant to a written payment schedule agreed between the Company and the Customer and attached to the quotation provided by the Company or otherwise agreed in writing between the parties.
- 3.2 All payments are to be paid as clear funds.
- 3.3 In the event that any payment is not received as clear funds within the time required, then the Company shall have no obligation to either commence works or proceed to the next stage of works until the date seven (7) days after such payment has been received.
- 3.4 The Company shall provide the Customer with a Tax Invoice prior to seeking payment for the balance of the price.
- 3.5 All payments must be made by cash or direct deposit to the bank account for the Company (Account Name: "Virtus Industries Pty Ltd ABN 80 142 643 981" – BSB: 033 112 Account No. 289 006).
- 3.6 In the event that this contract comes to an end as a result of the Customer's breach of these terms or the Customer's cancellation of the order for the works without the Company's consent, the parties agree that any deposit paid shall be forfeited to the Company and the Customer shall further be liable to the Company for a cancellation fee equal to 25% of the outstanding balance of the quotation which shall be payable within 7 days of the Company issuing a written demand to the Customer. The parties agree that the total of the deposit and the cancellation fee amount to a reasonable pre-estimate of the Company's loss and damage resulting from the premature termination of this contract, but that these amounts do not limit the Company's ability to recover the actual loss or damage it has suffered in excess of that pre-estimate.
- 3.7 In the event that the Customer has paid the required deposit.
- 3.8 In the event of any payments or part thereof remaining unpaid after such period of seven (7) days the Company in its absolute discretion may:
  - 3.8.1 charge interest thereon at the rate of two per cent (2%) per annum above the rate set out pursuant to Section 2 of the *Penalty Interest Rates Act 1983* during the period such unpaid balance remains unpaid and such interest shall be added to the said balance due from the Customer to the Company and calculated on a daily basis; and
  - 3.8.2 charge an account-keeping fee of \$20.00 for each reminder notice sent to the Customer by the Company.
- 3.9 Notwithstanding the imposition of interest charges pursuant to this Clause, such interest charges shall not be regarded as allowing any time for payment of any amount owing but are agreed as constituting compensation payable to the Company because of delay in payment. Notwithstanding the imposition of any interest charges in respect of monies unpaid, all such monies shall remain immediately due and payable to the Company and the Company shall be entitled to take legal proceedings at any time for recovery of any monies bearing interest charges pursuant to this Clause.

- 3.10 The Customer will indemnify the Company on an indemnity basis for all losses, damages, costs and other expenses whatsoever suffered by the Company as a result of any default by the Customer, including for the recovery of any unpaid amounts due to the Company under these terms
- 3.11 The Customer agrees that all payments are to be made without retention.
- 3.12 In addition to the Company's other rights set out in this Clause 3, the Customer agrees that the Company shall have the right (although it shall not be bound to do so) to suspend delivery to the Customer of all or any outstanding goods, materials or services if the Customer is in default of any payment to the Company.

#### 4.0 INSTALLATION SITE:

- 4.1 The Company will not be liable for any loss, damage or delay occasioned to the Customer arising from the delivery of the goods to the installation site by third parties or otherwise.
- 4.2 Prior to the commencement of works and the delivery of the goods, the Customer must provide clear and safe access to the installation site and any other areas required by the Company as notified to the Customer.
- 4.3 If required by the Company prior to the commencement of works, the Customer must complete all Company instructed below ground works, including excavation, plumbing and electrical specified by the Company.
- 4.4 The Customer shall ensure that it, or its contractors, comply with all general notes stated on location drawings or hydraulic and conduit plans supplied by the Company and to the Company's satisfaction, at its absolute discretion.
- 4.5 If the Company, in its absolute discretion, is required to move any fixtures or complete further works as a result of the Customer's failure to comply with Clauses 4.2, 4.3 or 4.4, the Company will be entitled to charge additional costs to the Customer for labour and other expenses incurred by the Company to do so and the Customer shall be solely responsible for the delays caused by such works and making good any necessary damage to the Customer's property required by such further works.
- 4.6 Following the delivery of the goods, the Customer is responsible for ensuring that the goods remain secure and in the condition in which they were delivered. The Company shall not be liable for any damage caused to the goods by the Customer failing to do so.

#### 5.0 CUSTOMER OBLIGATIONS:

- 5.1 In addition to any other Terms contained herein, the Customer must:
- 5.1.1 notify the Company of the location of all mechanical or other obstructions or issues which may affect, or be affected by, the installation works to be carried out by the Company and the Customer will be liable for, and releases the Company from, any liability for the costs of any repairs necessary as a result of damage caused by the Company due to any failure by the Customer to make such notifications;
- 5.1.2 supply electricity and water at all times and if such is not supplied, the Company will be entitled to charge the Customer for all additional costs associated with any delay and in obtaining an alternate supply;
- 5.1.3 obtain all necessary permits from the local municipal Council, Water Authority or any other relevant authority for the works before they are to be commenced;
- 5.1.4 give the Company prompt and timely instructions to progress works without unreasonable delay;
- 5.1.5 obtain all necessary insurance the Customer may require for the installation site or the goods and comply with any reasonable directions given by the Company
- and, in the event the Customer fails to do so, the Customer must indemnify the Company against any loss, claims, actions of demands suffered by the Company as a consequence of such failure.

#### 6.0 CUSTOMER ACKNOWLEDGMENTS:

- 6.1 Without limiting any other Terms, the Customer acknowledges and agrees that:
- 6.1.1 any additional unspecified works required to be undertaken by the Company, including those listed in the exclusions and as available services, shall be

- completed by the Company as a variation to the parties initial agreement and at a further cost;
- 6.1.2 any anticipated delivery or completion dates given by the Company are estimates only and may be subject to change due to circumstances beyond the Company's control such as, but not limited to, weather, industrial disputes and supplier delays, and the Company will have no liability to the Customer for any such delays;
- 6.1.3 goods are deemed to be acceptable to the Customer and within specification if the Customer has not notified the Company otherwise within seven (7) days of the date of delivery;
- 6.1.4 it shall release and indemnify the Company from any liability incurred by the Customer or any third party from the use of the goods by the Customer, especially with respect to the use of the goods with respect hazardous substances;
- 6.1.5 the Company has provided the Customer with anticipated design performance information only and shall not be liable for the actual performance levels of any goods, as this may be impacted by unknown or unforeseen circumstances or factors in the installation or operation of the goods within a wider system; and
- 6.1.6 the goods are delivered and installed to perform within specified parameters and maintenance requirements notified to the Customer, subject to the Customer's intended use notified to the Company on or prior to the date of this Contract. The Customer agrees to operate and maintain the goods within those parameters and the Company shall not be liable for any loss or damage which may be suffered by the Customer as a result of any breach of this Clause.
- 6.2 The Customer acknowledges and agrees that the following are expressly excluded from any quotation or specification provided by the Company:
- 6.2.1 Arranging any required permit (including payment of permit fee);
- 6.2.2 Any changes required or directed by any regulatory authorities;
- 6.2.3 Unanticipated costs incurred due to in ground or above ground obstacles that must be overcome;
- 6.2.4 The provision of power and water, at suitable pressure, to a location on the Customer's site;
- 6.2.5 Any need to complete further testing of a site, including any sampling, testing and analysis of samples; and
- 6.2.6 Any items not specifically listed in the 'Inclusions' or 'Availability of Services'.

#### 7.0 RECOMMENDED PRICES

- 7.1 In the event that the Customer has purchased goods from the Company for resale, then the Company shall provide, and the Customer shall take note of, the Company's list of recommended prices for such goods ('the Recommended Prices List'). The Company, at its discretion, may update the Recommended Prices List at any time.
- 7.2 The parties acknowledge that the prices stated in the Recommended Prices List are recommended prices only and there is no obligation on the Customer to comply with the recommendation.
- 7.3 In the event that the Customer intends to on sell the Company's goods for a price that is more than 10% higher or lower than the recommended price stated in the then current Recommended Prices List, then the Customer shall notify the Company of its chosen resale price within seven (7) days of it making goods available at that price. The parties acknowledge that this information is collected by the Company solely for its marketing use.

#### 8.0 WARRANTIES AND LIABILITY:

- 8.1 Unless otherwise specified by the Company in writing, the Company grants the Customer a twelve (12) month warranty on the goods sold and on goods sold and installed (if the installation was completed by the Company) to commence on the later of the date of delivery or the date of installation.
- 8.2 This warranty shall be conditional upon the Customer having installed, operated and maintained the goods within the parameters notified to the Customer, by the Company, on the delivery or installation of the goods and shall be void in the event that the Customer has not complied with the Company's parameters. In the event that the goods were installed by the



Company, then, for purposes of this Clause and subject to the Customer's compliance with Clause 4.0 and 5.0, the Company shall accept that the goods have been properly installed.

8.3 In addition to the warranty in Clause 8.1, the only conditions and warranties which are binding on the Company in respect of the state, quality or condition of the goods or installation services sold to the Customer are those imposed and required to be binding by statute (including the Australian Consumer Law and the Competition and Consumer Act 2010).

8.4 Except as expressly provided herein, the Company shall not be liable to the Customer for any liability, (including liability in negligence) loss or damage of whatsoever nature, consequential or otherwise, howsoever suffered or incurred by the Customer, caused by or resulting directly or indirectly from the goods or services provided by the Company.

8.5 In the event that the Customer is a consumer for the purposes of the Australia Consumer Law, the parties agree that the following provisions will apply and override any other terms in this Clause 8.0 to the extent of any inconsistency:

8.5.1 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonable foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

8.5.2 Should the Customer ever need to make a warranty related enquiry about the goods, the Customer must cease using the goods and contact the Company by telephone 1800 501 635 or in writing to 42 Latitude Boulevard, Thomastown, Victoria 3074 and provide the model number, copy of purchase receipt and address details where the goods are installed.

8.5.3 The Customer is responsible for the costs of returning defective goods to Company or its agent, except where the goods cannot be returned, removed or transported without significant cost to the Customer because of the size, height or method of installation of the goods, or because of the nature of the defect.

8.5.4 The benefits provided to the Customer under this warranty are in addition to other rights and remedies available to the Customer at law.

## 9.0 SECURITY FOR GOODS

9.1 Words and phrases used in this Clause 9.0 which are defined in the Personal Property Securities Act 2009 ("Cth") ("the PPS Act") have the same meanings as the meanings set out in that Act.

9.2 Legal ownership of goods supplied by the Company will not pass to the Customer until the Customer has paid all monies owing to the Company for those particular goods.

9.3 The risk in the goods (including, but not limited to, loss or damage to the goods) will pass to the Customer upon delivery of the goods by the Company to the Customer, its agent or its carrier.

9.4 The Customer hereby grants a security interest to the Company over all goods supplied by the Company pursuant to these Terms until the Customer has made payment of all monies owing to the Company for those particular goods and these Terms constitute a Security Agreement for the purposes of the PPS Act.

9.5 The security interest held by the Company includes an interest in goods that become an accession to other goods.

9.6 Until such time as the Customer has made payment of all monies owing for goods supplied by the Company:

9.6.1 The Company grants the Customer a licence to use, maintain, fix or install the goods;

9.6.2 The Customer will not otherwise deal with the goods in any way which may be adverse to the Company;

9.6.3 The Customer will not charge the goods in any way nor grant or otherwise give any interest in the goods to any other person except in accordance with this Clause 9.0;

9.6.4 In the event that payment has not been received within the Company's terms, the Company may give notice in writing to the Customer to return the goods or any part of them to the Company, in which event the

Customer will forfeit any rights to obtain ownership of the goods, the licence granted pursuant to Clause 9.6.1 will be terminated and any monies partly paid by the Customer will be forfeited to the Company; and

9.6.5 If the Customer fails to comply with a request to return the goods to the Company, or if the Customer commits any act of bankruptcy or insolvency, or if an administrator or liquidator is appointed to the Customer (but not a receiver or a receiver and manager), then the Company (or its agents) may enter upon and into land and premises owned, occupied or used by the Customer where the goods are situated, disassemble the goods and take possession of the goods.

9.7 The Customer must do all things necessary to assist the Company to perfect and enforce its security interest to the fullest extent available at law, including enabling the Company to gain first priority for its security interest. Accordingly, the Customer must not grant a security interest in the equipment to any other party without the Company's prior written consent.

9.8 The parties agree that Sections 98, 125, 142 and 143 of the PPS Act shall not apply to these Terms.

9.9 The Customer waives its rights to receive any notifications, verifications, statements, disclosures, proposals and any other documentation specified under Sections 95, 121(4), 130, 132(3)(d), 132(4), 135, 157 of the PPS Act

9.10 For the purposes of Section 275 of the PPS Act, the Customer agrees not to disclose any information provided by the Company under that Section to any third party without the Company's prior consent in writing (unless required by law or the information has entered the public domain).

9.11 The Customer indemnifies the Company for any costs, fees and expenses the Company incurs in the enforcement of the security interest.

9.12 Receipt by the Company of any form of payment for goods other than cash will not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the security interest will continue to apply in relation to those goods.

## 10.0 GUARANTEE AND INDEMNITY

10.1 In part consideration for the Company undertaking work for the Customer, the Directors of the Customer ("the Directors"), including but not limited to those persons listed as Directors in the agreement or quotation between the parties or who have otherwise executed the same, hereby personally jointly and severally guarantee the Customer's performance of its obligations to the Company pursuant to these Terms, including but not limited to the payment of all debts, interest, costs and other moneys payable to the Company.

10.2 The Directors further individually guarantee and indemnify the Company against all losses (including consequential losses), damages, costs, charges and expenses which the Company incurs (whether directly or indirectly) by reason of any default by the Customer of the Customer's obligations pursuant to these Terms.

10.3 This Guarantee and Indemnity shall be continuing and shall not be released or compromised by any neglect or indulgence (whether as to time or otherwise) of the Company either in enforcing the Company's rights and obligations or in respect to the performance of the obligations of the Customer pursuant to these Terms.

10.4 This guarantee and indemnity and the agreements and obligations contained in this Clause 9.0 will be binding upon the Directors, their executors and administrator, unless otherwise agreed by Company in writing or noted on the quotation.

## 11.0 INTELLECTUAL PROPERTY

11.1 The Customer agrees that the intellectual property in all goods supplied by the Company, including in any designs, drawings, plans or other documents produced by the Company for the Customer, shall be and remain the absolute property of the Company irrespective of any variation or other work on such items completed by the Customer.

11.2 Any and all intellectual property rights and inventions arising during the course of the Company's supply of goods to the Customer and resulting from the services provided by the Company are acknowledged to be the sole and absolute property of the Company.

- 11.3 The parties agree that any improvements to the goods or the processes of the Company suggested or provided by the Customer shall be deemed to be the intellectual property of the Company.
- 11.4 The Customer agrees that it shall hold confidential all intellectual property of the Company and shall not disclose such information to any party without the prior written consent of the Company, unless required to do so by law.
- 11.5 Given this Clause 11.0, the Customer agrees that it shall not resell, on sell, transfer or give the goods to any other party for any reason without the Company's consent. In the event that the Customer is removing the goods from its premises for any reason, then it agrees to either return the goods to the Company or have the goods destroyed.
- 11.6 Intellectual property rights means all intellectual property rights, including but not limited to:
- 11.6.1 patents, copyright, inventions, designs and trademarks; and
- 11.6.2 any application or right to apply for registration of any of the rights referred to in Clause 11.6.1.
- 12.0 AUTHORITY TO VARY TERMS AND CONDITIONS:**
- 12.1 No manager, employee, servant, agent or representative of the Company (other than a director and then only in writing) has any authority to vary these Terms or any of them and without limiting the generality of the foregoing no warranty, representation, promise, agreement, term or condition whether express or implied made by any such person shall be deemed to be included in or form part of these Terms or operate in any way collateral to these Terms other than those warranties, representations, promises, agreements, terms or conditions which expressly appear herein or which are implied by law and not expressly excluded herein.
- 13.0 GST:**
- 13.1 In these Terms:
- 13.1.1 "GST" or "Goods and Services tax" means a tax, duty, levy, charge or deduction, imposed by or under a GST law, together with any related additional tax, interest, penalty, fine or other amount imposed in respect of the above.
- 13.1.2 "GST law" means the same as in the A New Tax System (Goods and Services Tax) Act 1999.
- 13.1.3 "Supply" has the same meaning as given by section 195 of the GST law.
- 13.2 The parties agree that, unless otherwise stated, any consideration payable to the Company shall be exclusive of GST and the Customer shall pay the amount of GST to the Company with the payment of the consideration.
- 13.3 To the extent that any moneys payable by the Customer to the Company under an indemnity in this contract or for a breach of the Terms are regarded, for the purposes of the GST law, as consideration (in whole or part) for a taxable Supply made by the Company, the Customer must pay an additional amount to the Company calculated by multiplying the prevailing GST rate by the consideration payable to the Company for the relevant supply.
- 14.0 MISCELLANEOUS:**
- 14.1 The Customer shall not be entitled to withhold or set off payment of any amount due to the Company under these Terms whether in respect of any claim of the Customer in respect of faulty or defective goods or services or for any other reason which is contested or liability for which is not admitted by the Company.
- 14.2 No order or accepted quotation may be cancelled except with consent in writing and on terms which will indemnify the Company against all losses.
- 14.3 Any delay in or failure by the Company to insist upon strict performance of any term, warranty or condition of these Terms shall not be deemed a waiver thereof or of any rights the Company may have and no express waiver shall be deemed a waiver of any subsequent breach of any term, warranty or condition.
- 14.4 If any provision of these Terms shall be determined by any statute or any court having jurisdiction in relation thereto to be illegal, invalid, void, voidable or unenforceable the legality validity or enforceability of the remainder of these Terms shall not be affected and the illegal, invalid, void, voidable or unenforceable provision shall be deemed deleted to the same extent and effect as if never incorporated herein but the remainder of these Terms shall continue in full force and effect.
- 14.5 These Terms shall survive any accepted repudiation or other termination of the contract to supply to goods or services existing between the Company and the Customer.
- 14.6 These Terms shall be governed and interpreted according to the laws of Victoria and the parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

**PLEASE REFER TO YOUR WIRING DIAGRAM AND  
PUMP MANUAL FOR OTHER IMPORTANT  
PACKAGE INFORMATION.**