

## Appendix 2 d

Wessex Water Services Limited

### WATER INDUSTRY ACT 1991

#### NOTICE OF DIRECTION

**TO:** Thatchers Cider Company Ltd  
Bridge Farm  
Nye Road  
Sandford  
Bristol  
BS25 5QD

#### **WHEREAS:**

Trade effluent is now discharged from the premises at Thatchers Cider Company Ltd, Bridge Farm, Nye Road, Sandford, Bristol, BS25 5QD.

(*hereinafter referred to as 'the said premises'*) under a Consent by Wessex Water Services Limited (*hereinafter recorded as 'the Company'*)

NOW THEREFORE the Company HEREBY GIVE NOTICE OF THEIR DIRECTION pursuant to Section 124 of the Water Industry Act 1991

that as from the 31<sup>st</sup> day of March 2021

the said Consent shall be varied to the extent set out in the Schedule overleaf.

Dated this XXXX Day of XXXXX 2021

For and on behalf of Wessex Water Services Ltd

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**Simon Gibbard**  
**Senior Trade Effluent Officer**

## **SCHEDULE**

The attached consent replaces all previous consents and notices of direction.

### **NOTE**

Your attention is drawn to the right of appeal to the Director General of Water Services which is conferred by Section 126(1) of the Water Industry Act 1991.

“The owner or occupier of any trade premises may –

- (a) Within two months of the giving to him under subsection(5) of Section 124 of a notice of direction under that section, or
- (b) With the written permission of the Director, at any later time, appeal to the Director against the direction.”



Wessex Water Services Limited Registered Office Claverton Down, Bath BA2 7WW Registered in England No 2366648

Wessex Water Services Limited

WATER INDUSTRY ACT 1991

CONSENT TO THE DISCHARGE OF  
TRADE EFFLUENT

**TO:** Thatchers Coder Company ltd  
Bridge Farm  
Nye Road  
Sandford  
Bristol  
BS25 5QD

**WHEREAS:**

- I** This consent replaces a previous consent in respect of which a Trade Effluent Notice dated the 25<sup>th</sup> August 2004 was served on us Wessex Water Services Limited (*hereinafter referred to as "the Company"*), in respect of trade premises situated as above.
- II** In pursuance of the provisions of the Water Industry Act 1991, the discharge of trade effluent in accordance with the said trade effluent notice would not be lawful without the Consent of the Company.
- III** The Company is prepared to give such consent but subject to the conditions hereinafter set forth and to be observed by you.
- IV** Any connection of your drain to the public sewer necessitated by this consent shall be made at your own expense and to the satisfaction of the Company.

**NOW THEREFORE WE HEREBY GIVE YOU NOTICE** that the Company's consent to the discharge of trade effluent from the above mentioned premises is subject to the following conditions and not otherwise:

- |   |          |   |
|---|----------|---|
| <b>Sewers Affected</b>  | <b>1</b> | The public sewer into which the trade effluent may be discharged is the public foul sewer(s) situated at 2801 Sandmead Road.  |
| <b>Provision of drains for trade effluent only</b>              | <b>2</b> | If required by the Company, drains, sampling and testing points shall be provided through which trade effluent and nothing else shall pass.   |
| <b>Change in the point(s) of discharge</b>                      | <b>3</b> | No change shall be made in the point or points at or through which the trade effluent is to be discharged to the public sewer except with the consent in writing of the Company.  |
| <b>Matters to be Eliminated prior to discharge to the sewer</b> | <b>4</b> | The trade effluent shall not include any substances of a nature, composition or quantity likely, either alone or in combination with the lawful contents of the sewer, to: <ul style="list-style-type: none"><li>(a) injure the public sewers into which it is discharged or by which it is conveyed, or</li><li>(b) interfere with the free flow of the contents of the public sewers aforesaid, or</li><li>(c) injure the water recycling centre or any machinery or equipment installed thereat, or</li><li>(d) interfere with any process of purification of sewage or trade effluent, or</li></ul> |

		(e)	cause a nuisance or give off a vapour or harmful substance either in the sewers or at the water recycling centre, or
		(f)	affect prejudicially the quality of the watercourse, estuary or coastal water receiving the purified sewage effluent
		(g)	be dangerous to or cause injury to any person working in the sewer or at the water recycling centre
		(h)	Without prejudice to Condition 4 parts (a) to (g) above you shall not discharge any trade effluent the effect of which would make the UV disinfection plant at Weston-Super-Mare WRC inoperable or materially reduce its effective operation
<b>Prevention of obnoxious, poisonous or inflammable sewer atmospheres</b>	<b>5</b>	(a)	Specific additional substances are listed in Parts A and B of the attached schedule.  There shall be provided, operated and maintained at all times and at your expense, such equipment and/or systems including but not limited to chemical dosing as shall be approved by the Company, as will prevent the effluent, either alone or in combination with any lawful matter in any sewer or receiving water recycling centre vested in and/or under control of the Company from giving rise to any obnoxious, poisonous or inflammable gases or otherwise a statutory or private nuisance as defined by the Environmental Protection Act 1990 in such sewer or water recycling centre which would be deleterious to such sewer or the processes in use at such water recycling centre or to the disposal of sludges produced by such water recycling centre.
<b>Condensing water</b>	<b>6</b>		If required by the Company condensing and cooling water shall be eliminated from the effluent.
<b>Changes in composition, emergency notification and cessation of discharge</b>	<b>7</b>		THE COMPANY SHALL BE NOTIFIED FORTHWITH IN WRITING OF ANY CHANGES IN CONDITIONS AND OR PROCESSES WHICH ARE LIKELY TO ALTER THE NATURE OR COMPOSITION OF THE EFFLUENT AND ALSO THE PERMANENT CESSATION OF THE DISCHARGE IN WHICH LATTER CASE THIS CONSENT BECOMES VOID.  YOU MUST NOTIFY US IMMEDIATELY IF ANY CHEMICAL OR OTHERWISE POLLUTING SPILLAGE TO THE PUBLIC SEWER OR BREAKDOWN OF ANY TREATMENT PLANT OR PROCESS IS LIKELY TO CAUSE A BREACH OF ANY OF THE CONDITIONS OF THIS CONSENT
<b>Nature or composition</b>	<b>8</b>		The trade effluent to be discharged under this consent shall consist of waste water specified in the said trade effluent notice and derived from fruit processing and brewing.
<b>pH Value</b>	<b>9</b>		The pH of the trade effluent to be discharged under this consent shall comply with the limit in the attached Schedule.
<b>Temperature</b>	<b>10</b>		The temperature of the trade effluent to be discharged under this consent shall not exceed the limit in the attached Schedule.
<b>Conditions of acceptance</b>	<b>11</b>		The effluent shall not contain the substances listed in Part C of the attached Schedule in proportions greater than those stated.
<b>Maximum amount to be discharged in any day</b>	<b>12</b>		The maximum quantity of trade effluent which may be discharged into the public sewer on any one day of 24 hours shall not exceed the limit in the attached Schedule.
<b>Maximum rate of discharge</b>	<b>13</b>		The rate of discharge of trade effluent to the public sewer shall not exceed the limit in the attached Schedule.

**Inspection Chamber**

**14** You shall, if required by the Company at your own expense:

(a) provide and maintain suitable inspection chambers or manholes in a position and of a type to be approved by the Company in connection with each pipe or channel through which the trade effluent is discharged into the public sewer so as to enable a person readily and safely to take at any time a sample of the trade effluent passing into the public sewer. The inspection chamber must be marked on the drainage plan and the sampling method approved by the Company.

**Measurement and determination of discharge**

(b) provide, maintain and regularly calibrate in connection with every such pipe or channel either a notch gauge and continuous recorder or some other meter or other apparatus to either ISO1438 or ISO4359 or otherwise of a type approved by the Company suitable and adequate for measuring and automatically recording the volume and rate of discharge of the trade effluent discharged into the public sewers, and for the testing of such apparatus, and to make available details of maintenance and calibrations of such apparatus to the Company on request.

(c) provide and maintain apparatus to be approved by the Company for determining the nature and composition of the trade effluent being discharged from the premises into the public sewer, and for testing of such apparatus.

(d) provide and maintain suitable and adequate treatment plant for the trade effluent if it is shown to be necessary.

(e) unless specified otherwise by the Company in writing keep for a minimum period of 12 months daily records of the volume, rate of discharge, nature and composition of any trade effluent discharged and records of readings of meters and other apparatus provided in compliance with the conditions of this consent and to allow the Company on reasonable notice access to such records (providing such copies thereof as the Company may from time to time require) and where requested to remove and retain the originals subject to the Company providing you with copies.

**Failure of recording apparatus**

**15** If any notch gauge or recorder or other apparatus installed for the purpose of complying with conditions imposed by this consent ceases to measure or record or is suspected of not measuring or recording correctly, the quantity of trade effluent discharged on each day into the public sewer during the period from the date on which the records of the volume of trade effluent discharged into the public sewer were last accepted by the Company as being correct, up to the date when the gauge or recorder or other apparatus again registers correctly, shall be deemed for the purpose of any payment to be made to the Company to be the same quantity as the average daily volume of trade effluent discharged during the period of one month preceding the date on which the said records were last accepted as aforesaid, or during the period of one month immediately after the gauge or recorder or other apparatus has been correct, whichever is the greater.

**Charging Information**

**16** All information, figures and records, including those relating to water consumption, required by the Company for the assessing of the charge for reception, conveyance and disposal of the effluent must be given on request.

**Charges**

**17** (a) All charges and payments due in relation to this consent shall be payable to your retailer.

(b) Where the Company incurs non-routine costs as a result of your discharge, the Company reserves the right to reclaim costs directly from you.

**THE CONSENT SCHEDULE FOLLOWS THIS PAGE**



## THE SCHEDULE

### PART A

#### Matters to be eliminated prior to discharge to sewer

The effluent shall not at any time include any of the following substances:

- (a) Volatile petroleum products producing an inflammable vapour at a temperature of less than seventy-three degrees Fahrenheit when tested in accordance with the Petroleum (Consolidation) Act 1928.
- (b) Chlorinated hydrocarbons and related compounds.
- (c) Calcium carbide.
- (d) Carbon disulphide
- (e) Asbestos and asbestos-like fibres
- (f) Sludges arising from the pre-treatment of trade effluent before discharge to sewer
- (g) Biocides, including pesticides, herbicides and fungicides
- (h) Persistent synthetic substances that may sink, float or remain in suspension and which may interfere with the flow, treatment or recycling of sewage or sewage products

### Part B

#### Substances Limited to Background Concentration

The following matters shall be eliminated from the trade effluent before it is discharged to the public sewer:

- 1 The following Prescribed substances which are listed in Schedule 1 to The Trade Effluents (Prescribed Processes and Substances) Regulations 1989, as amended from time to time, insofar as they are in concentration greater than the background concentration (as defined in the said Regulations):

Mercury and its compounds  
Cadmium and its compounds  
Gamma-Hexachlorocyclohexane  
DDT  
Pentachlorophenol  
Hexachlorobenzene  
Hexacholobutadiene  
Aldrin  
Dieldrin  
Endrin  
Carbon Tetrachloride  
Polychlorinated Biphenyls  
Dichlorvos  
1, 2 Dichloroethane  
Trichlorobenzene  
Atrazine  
Simazine  
Tributyltin compounds  
Trifluralin  
Fenitrothion  
Azinphos-methyl  
Malathion  
Endosulfan

2 Where the trade effluent derives from the following prescribed process mentioned in Schedule 2 of the said Regulations, asbestos (as defined in the said Regulations) and chloroform in a concentration greater than the background concentration (as defined in the said Regulations):

Any process for the production of chlorinated organic chemicals

Any process for the manufacture of paper pulp

Any industrial process in which cooling waters or effluents are chlorinated

Any process for the manufacture of asbestos cement

Any process for the manufacture of asbestos paper and board



## **Part C**

### **Conditions of acceptance**

- 1 The pH of the trade effluent to be discharged under this consent shall not be less than pH 6 or greater than pH 10.
- 2 The maximum quantity of trade effluent which may be discharged into the public sewer in any one period of 24 hours shall not exceed 1037 cubic metres (m<sup>3</sup>).
- 3 The rate of discharge of trade effluent to the public sewer shall not exceed 12 litres per second (l/s).
- 4 The temperature of the trade effluent to be discharged under this consent shall not exceed 43.3°C (110°F).
- 5 Suspended Solids shall not exceed 1200 milligrams per litre (mg/l) of effluent.
- 6 Chemical Oxygen Demand shall not exceed 2500 mg/l of effluent.
- 7 Settled Chemical Oxygen Demand at pH 7 load in any 24 hour period shall not exceed 300 kilograms.
- 8 Sulphate (expressed as SO<sub>4</sub>) shall not exceed 1,000 milligrams per litre (mg/l) of effluent.
- 19 The effluent shall not contain materials that may be retained by a screen having perforations of 6mm in diameter.
- 22 Total sulphide concentration (as S) shall not exceed 1 milligram per litre (mg/l) of effluent.

## **Part D**

### **Monitoring Requirements**

In accordance with Conditions 14 (a), (b) and (e) you are required to provide and maintain in accordance with the manufacturers instructions at your own expense apparatus approved by the Company to continuously monitor the trade effluent discharged to the public sewer in accordance with the provisions of the list below:

Measure and record the volume of the discharge  
Measure and record the flow rate of the discharge  
Measure and record the pH of the discharge

You must provide sufficient information concerning the monitors, and the maintenance and calibration procedures to allow the company to approve (or otherwise) their use. Any monitor data or records or maintenance and calibration activities, scheduled or otherwise, required shall be recorded and records made available to the Company on request.

The Company requires you to provide at your expense a connection to the Company's telemetry system to enable monitoring data to be viewed in real time.

In the event of any plant breakdown or failure giving rise to a breach of consented parameters the plant shall automatically prevent all discharge to the public sewer

## **Part E**

### **Flow Rate Control**

The maximum flow rate shall be controlled by the telemetry link installed and maintained by Thatchers Cider between the Wessex Water pumping station and Thachers Cider effluent treatment plant. High levels in the Wessex Water Sandmead Road pumping station will generate a control signal to reduce the flow rate being discharged to a minimum rate of 6 litres per second for the duration of the high level event.

**THERE ARE NO FURTHER PARTS TO THE SCHEDULE**

Dated this                      Day of January                      2021

For and on behalf of Wessex Water Services Ltd

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**Simon Gibbard**  
**Senior Trade Effluent Officer**

**NOTE**

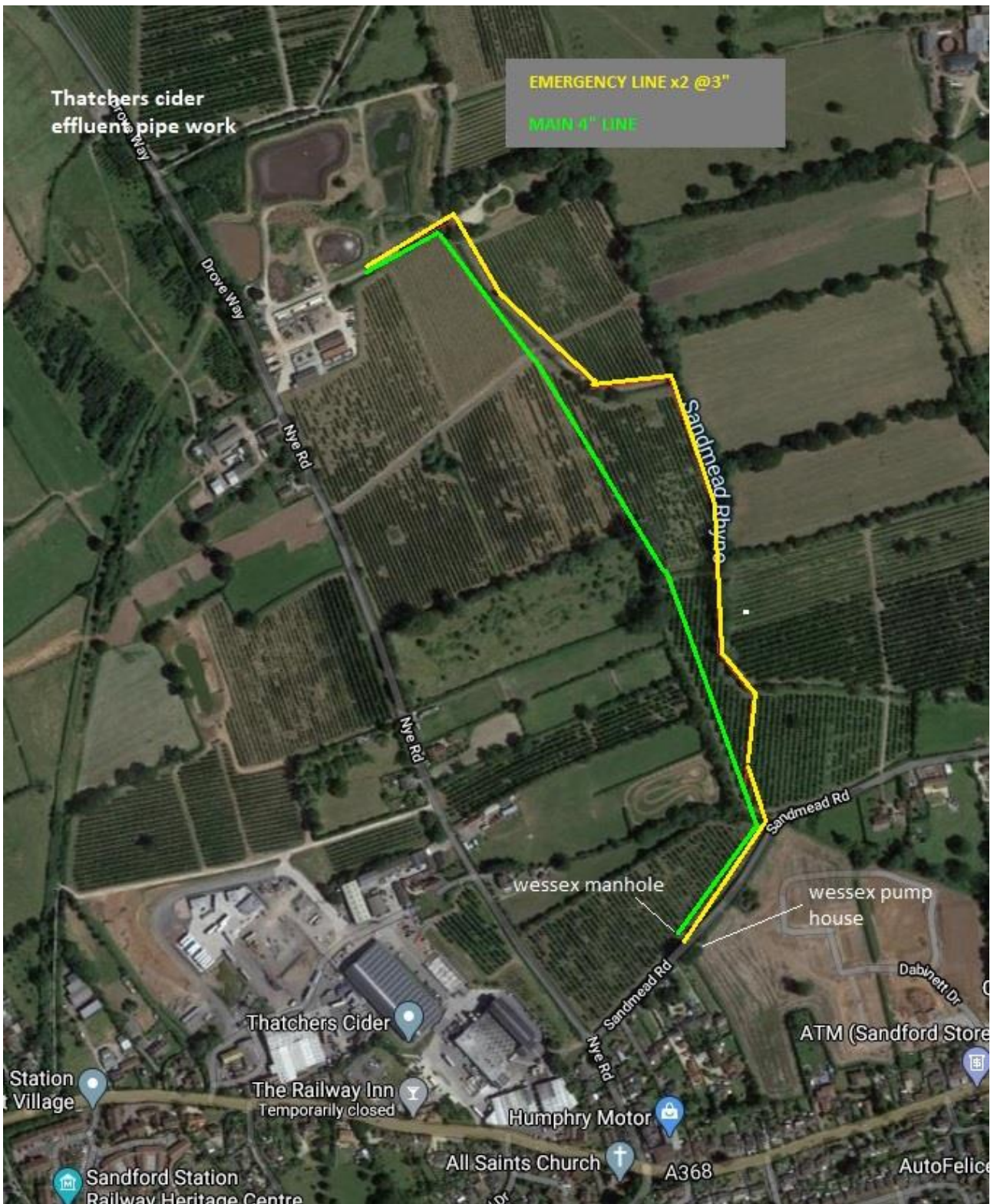
Your attention is drawn to the right of appeal to the Director General of Water Services which is conferred by Section 122 of the Water Industry Act 1991 on any person who is aggrieved by a condition attached to a consent.

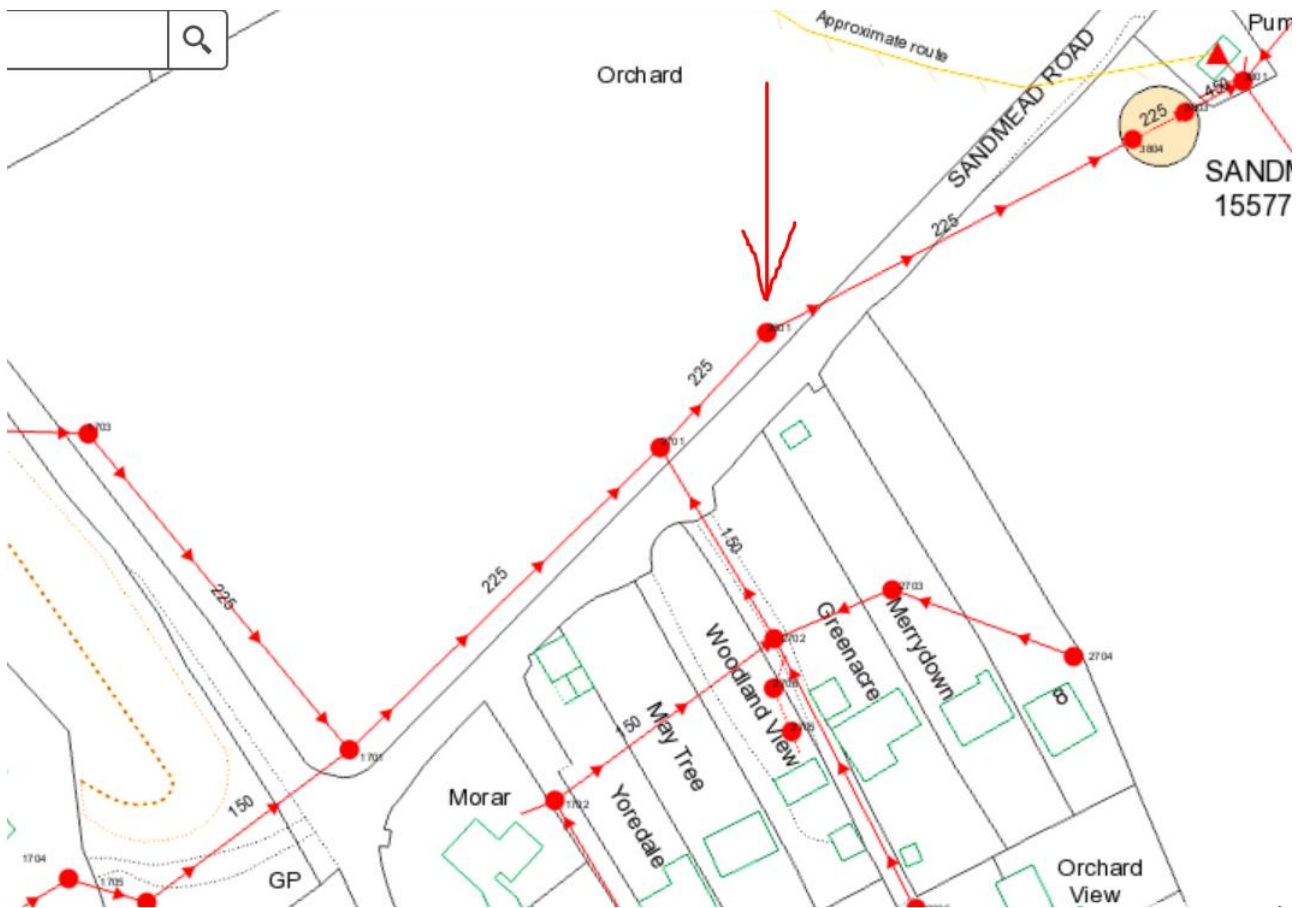
Section 122 of the Water Industry Act 1991 further provides that, on such an appeal, the Director may review all the conditions attached to the consent, whether appealed against or not, and may substitute for them any other set of conditions, whether more or less favourable to the appellant, or may annul the conditions. The Director may include provision as to the charges to be made in pursuance of any condition attached to a consent for any period before the determination of the appeal. He may also give a direction that no trade effluent shall be discharged in pursuance of the trade effluent notice in question until a specified date.



Wessex Water Services Limited Registered Office Claverton Down, Bath BA2 7WW Registered in England No 2366648

# Public Sewer Plan







Wessex Water Services Limited Registered Office Claverton Down, Bath BA2 7WW Registered in England No 2366648