

SPID: 100946360200
LPID: SWBS
CASE: CAS-2791301-J6L1Q
DPID: 4140A



**Scottish
Water**

Trusted to serve Scotland

RECORDED DELIVERY

Total Waste Management Alliance Ltd
Unit 12
Dales Industrial Estate
Peterhead
AB42 3JF

SCOTTISH WATER

Turriff WTW
Shandcross
Turriff
AB53 5QT

CUSTOMER HELPLINE
T: 0800 0778778

W: www.scottishwater.co.uk

For the Attention of [REDACTED]

23 May 2025

Dear Customer,

Sewerage (Scotland) Act 1968 – Issue of Trade Effluent Direction
Direction Registration No: 4140A/7/D

I refer to the Notice of Direction dated **22 (twenty-second) April 2025** in connection with the discharge at **Unit 12, Dales Industrial Estate, Peterhead, AB42 3JF**. I enclose the formal Direction, which deletes the existing conditions imposed and replaces these with the text in the attached document. This new Direction is effective from **25 (twenty-fifth) August 2025**. Your attention is drawn to the notes and appendices attached to the Direction. Please read through your Direction so that you are aware of the conditions that it lays down. If there is a PPC permit relating to this site please inform SEPA of the changes to your Consent conditions.

If you consider any information that you provide to Scottish Water to be confidential, then please inform Scottish Water of which parts you consider to be confidential. Scottish Water cannot provide any assurance that any information you provide, including what you consider to be confidential, will never be disclosed to a third party. Any information that is provided to Scottish Water may be subject to disclosure, whether under a specific statutory provision or under Freedom of Information law.

Discharges from your premises will be monitored by Scottish Water staff, who will visit your site to obtain effluent samples and to inspect any associated plant. Where samples taken exceed the limits detailed in the Consent, Scottish Water will take enforcement action. A summary of our enforcement procedure and associated documents can be found on our website at www.scottishwater.co.uk.

Access to the results of samples taken for monitoring purposes and other relevant information relating to your Consent is available online through our Trade Effluent Information Portal. If you wish to register for access to the Portal, please email TEQ@scottishwater.co.uk.

If you have any queries about this, or any other matter, please contact [REDACTED] on [REDACTED] or [\[REDACTED\]@scottishwater.co.uk](mailto:[REDACTED]@scottishwater.co.uk).

Yours faithfully,

[REDACTED]
Operations Team Manager – Trade Effluent

Enc: Trade Effluent Direction

Note: An applicant for consent who is aggrieved by any condition specified in the consent has the right of appeal to the Scottish Ministers under section 31 of the above Act. This should be done in accordance with the procedure set out in section 51 of the Act.



Trade Effluent Quality

Sewerage (Scotland) Act 1968

Direction modifying the terms of the Consent to discharge trade effluent from:

**Total Waste Management Alliance Ltd
Unit 12
Dales Industrial Estate
Peterhead
AB42 3JF**

**Direction Registration Number: 4140A/7/D
Premises Reference Number: 4140
Supply Point ID: 100946360200**

Direction effective from: 25 (twenty-fifth) August 2025

Scottish Water

Sewerage (Scotland) Act 1968, Section 32

Consent

THIS IS A LEGAL DOCUMENT WHICH DETAILS YOUR COMPANY'S AUTHORISATION TO DISCHARGE TRADE EFFLUENT INTO THE PUBLIC SEWER FROM THE PREMISES STATED.

ITS CONTENTS SHOULD BE NOTED, AND THE DOCUMENT KEPT IN A SAFE PLACE FOR FUTURE REFERENCE.

The Preamble

WHEREAS Total Waste Management Alliance Ltd ("the occupier"), Company registration number **SC203064** whose registered office is situated at **Blackwood House, Union Grove Lane, Aberdeen, United Kingdom, AB10 6XU** and are the occupiers of the trade premises situated at **Unit 12, Dales Industrial Estate, Peterhead, AB42 3JF** ("the trade premises"), has requested Scottish Water ("SW"), established under Section 20 of the Water Industry (Scotland) Act 2002, and having its principal office at The Bridge, 6 Buchanan Gate, Stepps, Glasgow, G33 6FB, or its predecessor, to consent to a discharge of trade effluent into SW's sewers, and had received from them such Consent effective **01 (first) July 2002**.

NOW THEREFORE, through the powers conferred on SW by the Sewerage (Scotland) Act 1968 ("the Act") and by any Act amending or replacing the same, SW **HEREBY DIRECTS** that the above mentioned Consent be reviewed by deletion of all the existing conditions of that Consent, and of any conditions imposed by any subsequent Directions, and **REPLACEMENT** of these by the text that follows, with effect from **25 (twenty-fifth) August 2025**, **SUBJECT TO THE FOLLOWING CONDITIONS:**

1. Point of discharge

The trade effluent shall be discharged into SW's public foul or combined sewer ("the sewer") only at the point indicated on the plan attached hereto. The written consent of SW must be obtained before any change is made to the location of this discharge point.

2. Nature of discharge

The trade effluent discharged shall consist solely of waste liquids arising from the process (s) listed:

**Processing of hydrocarbon contaminated wastes and liquids.
Discharge of rainwater from bunds**

3. Limits on volume, rate, discharge period, temperature and pH of the trade effluent

- 3.1 The maximum volume of trade effluent discharged to the sewer in any one period of 24 hours shall not exceed **one hundred and forty (140)** cubic metres (m³).
- 3.2 The maximum rate at which trade effluent may be discharged shall not exceed **three (3)** litres per second (l/s).
- 3.3 The temperature of the trade effluent shall not exceed **forty (40)** degrees Celsius when measured at the inspection chamber specified in Clause 5.1.
- 3.4 The pH value of the trade effluent shall not be less than **five (5)** nor greater than **eleven (11)**
- 3.5 Trade effluent shall only be discharged during the following period(s):

The daily period of working

4. Substances to be limited and prohibitions

- 4.1 There shall be eliminated from the trade effluent before it enters the sewer any matter or constituent, which, either alone or in combination with any matter with which it is likely to come into contact while passing through any sewers, would be likely to injure or obstruct those sewers or make specially difficult or expensive the treatment or disposal of the sewage from those sewers, or be prejudicial to health.
- 4.2 Without prejudice to the foregoing generality of clause 4.1,
- i) substances listed in **Appendix I** attached hereto shall not be permitted in the trade effluent at levels above their background concentration as defined in clause 4.5 below, and any additional concentration of such substances shall be **eliminated** from the trade effluent unless they are specifically authorised in section 4.3 below.
 - ii) no toxic or inhibitory substances shall be discharged other than those listed in clause 4.3 below, which may be discharged **only to the limits herein specified**.
- 4.3 Substances to be limited in the Trade Effluent:

Substance	Limit	Unit
Biochemical Oxygen Demand (Settled)	7,500	mg/l
Biochemical Oxygen Demand Load (Settled)	720	kg/day
Chemical Oxygen Demand (Settled)	15,000	mg/l
Chemical Oxygen Demand Load (Settled)	1,440	kg/day
Suspended Solids (Total)	1,000	mg/l
Suspended Solids Load (Total)	96	kg/day
Chloride (Total)	20,000	mg/l
Chloride Load	1,920	kg/day
Copper (Total)	2	mg/l
Dissolved Methane	0.14	mg/l
Hydrocarbons (Total)	200	mg/l
Zinc (Total)	2	mg/l
Respiration Inhibition (EC50) dilution factor	2	DF
Settled COD: Settled BOD ratio	5	Ratio

*****END OF LIST OF SUBSTANCES*****

- 4.4 The analytical method used to determine the concentration of the constituent in any sample shall be that method used from time to time by SW's analyst or agent. Analytical methods and procedures used will be up to date and established as standard, such as the Standing Committee of Analysts' 'Blue Book method.'
- 4.5 Where reference is made to the background concentration of a substance, this is defined as the average concentration of the substance found in the public water supply for the water supply zone serving the trade premises.
- 4.6 Compliance with any limits on discharge set out in any condition of this consent is not to be taken as providing a defence against a charge under section 24(2) or section 46 of the Act or to any civil action arising in respect of any constituent for which limits are not specified, or in respect of any other requirement stipulated herein.

5. Entry and inspection

- 5.1 The occupier shall, at their own expense, provide an inspection chamber or manhole in the position marked 'A' on the attached plan, and at any other location specified by SW from time to time, and all such manholes or chambers shall be so constructed and maintained as to enable a person authorised by SW readily to obtain samples of the trade effluent at all reasonable or necessary times.
- 5.2 The occupier shall ensure that the access to and the location of the above mentioned inspection chambers and / or manholes are, as far as reasonably practicable, free from any hazard, not unduly restricted or delayed, nor ever obstructed by equipment, material, vehicles or any other obstacle.
- 5.3 Manhole covers shall be such that they can be easily lifted by a single unaided person, and shall be in accordance with the reasonable requirements of SW.
- 5.4 The occupier shall permit duly authorised representatives of SW to inspect, examine and test at all reasonable times any works and apparatus installed in connection with the trade effluent.
- 5.5 SW may from time to time specify in writing additional details or requirements for the entry, inspection and the taking of trade effluent samples by SW and the occupier shall be obliged to comply with these requirements.

6. Measurement and determination of trade effluent

- 6.1 a The occupier shall, at their own expense, provide, maintain and test to the satisfaction of SW suitable and adequate apparatus for measuring and automatically recording the volume and rate of discharge of the trade effluent discharged.
- 6.1 b The occupier shall, at their own expense, provide, maintain and test to the satisfaction of SW suitable and adequate apparatus for sampling, measuring and automatically recording any or all of the following, namely nature, composition and temperature of the trade effluent discharged.
- 6.2 If the measuring and/or recording apparatus ceases to function correctly then SW shall have the right to make estimates of the volume, nature and composition of the trade effluent until such time as the apparatus is again operating to the satisfaction of SW.

- 6.3 SW may from time to time specify in writing additional details or requirements for the sampling measuring and determination of trade effluent and the maintenance of apparatus so used by the occupier and the occupier shall be obliged to comply with these requirements.
- 6.4 For the purpose of any investigation that may require to be carried out by Scottish Water following the suspected discharge of a toxic effluent to Burnhaven Wastewater treatment works, the occupier is required to take a sample of the effluent discharge to sewer each day. This sample must have a minimum volume of one (1) litre and is required to be stored at a maximum temperature of five (5) degrees Celsius for a minimum period of ten (10) days. At the request of Scottish Water, the occupier will, at their own expense, be required to submit as many of the stored samples as deemed necessary by Scottish Water for analysis of respiration inhibition at an accredited laboratory. The results of this analysis must be forwarded to Scottish Water on receipt.
- 6.5 At a frequency determined by Scottish Water, the occupier will, at their own expense, be required to submit a sample of the effluent for analysis of respiration inhibition at an accredited laboratory. The results of this analysis must be forwarded to Scottish Water on receipt.

7. Keeping records of the trade effluent

- 7.1 The occupier shall keep records of the volume discharged and, if required by SW, any or all of the following, namely, rate of discharge, nature, composition and temperature of the trade effluent discharged.
- 7.2 Records shall be kept by the occupier of the volume of water used at the trade premises, and the occupier shall also make available to SW any other relevant data which may be necessary for the purpose of arriving at a fair estimate of the quantity of the trade effluent discharged from the trade premises.
- 7.3 All records referred to above shall be kept by the occupier for twenty-four (24) months and shall be available for inspection by authorised officers of SW at all reasonable times, and copies of such records shall be sent to SW on demand.
- 7.4 SW may from time to time specify in writing additional details or requirements for the keeping of records of trade effluent by the occupier and the occupier shall be obliged to comply with these requirements.

8. Agreement of alternative measures

SW and the occupier may from time to time agree in writing alternative methods of complying with any or all of the foregoing provisions in sections 5, 6 and 7.

9. Prevention of injury to persons, plant and treatment

- 9.1 The occupier shall ensure that their operations, and in particular the transport, handling, storage, safeguarding and usage of chemicals and materials on the premises are carried out in such a way as to minimise and wherever practicable, eliminate, the likelihood of entry to any sewer of SW any matter or substance likely to cause danger, injury, nuisance or cost to SW, and to prevent any danger, injury or nuisance to persons engaged in carrying out the functions of SW.

- 9.2 Without prejudice to the foregoing generalities of clause 9.1, the occupier shall ensure that the transport, handling, storage, safeguarding and usage of chemicals and materials on the trade premises is carried out in accordance with SW's reasonable requirements as from time to time notified in writing to the occupier.
- 9.3 If required by SW, the occupier shall provide written plans which shall detail the ways by which the requirements of clauses 9.1 and 9.2 above shall be achieved by the occupier.
- 9.4 If required by SW, the occupier shall provide written contingency plans which shall detail the action to be taken by the occupier in the event of leakage, accidental discharge, vandalism, fire or any other events or emergencies which might lead to unauthorised discharges to SW's sewers, and the occupier shall comply with these plans.
- 9.5 The occupier shall appoint an appropriate competent person to have responsibility for ensuring that it complies with the limits and conditions of the whole of this consent and shall advise SW of the name of the appointed person, and of any change to this appointee.
- 9.6 The occupier shall provide appropriate initial and refresher training to all relevant staff to ensure that no activities at any time generate breaches of the defined discharge limits and operating provisions of this consent.

10. Breach of conditions of consent

- 10.1 The occupier shall notify SW as quickly as possible and in any case within one (1) hour of the occupier becoming aware of any electrical failure, malfunction of mechanical plant, failure of trade effluent treatment or spillage of chemical which may substantially alter the nature of the trade effluent or otherwise result in the trade effluent failing to meet the conditions of consent.
- 10.2 The occupier shall make such notification to SW by telephoning them on 0800 0778778. Any change to this number or to the procedure for notification shall be advised to the occupier by SW in writing from time to time.
- 10.3 The initial notification shall be followed up by a written report which shall be submitted by the occupier to SW within twenty-one (21) days setting out the nature of the breach, the circumstances that resulted in the breach, the action taken and to be taken by the occupier regarding remediation of or reimbursement for any damage caused to or costs incurred by SW and regarding the prevention of future such breaches.
- 10.4 The conditions of clauses 10.1, 10.2 and 10.3 will apply to the leakage, spillage or discharge of any chemical or material within the premises which enters any sewer of SW via any route.
- 10.5 Notwithstanding the terms and conditions contained herein, nothing in this consent shall be taken as constraining or limiting in any way any enforcement action or monitoring programme that SW may deem necessary to undertake to ensure that the objectives of its Trade Effluent Control and Wholesale Charging Scheme are achieved and that no offence is committed under sections 24(2) or 46 of the Act.
- 10.6 Breach of any of the conditions of this consent will entitle SW to require the discharge to cease and to enforce that requirement.

- 10.7 The occupier shall indemnify Scottish Water for all loss, injury, damage, costs and expense of whatever nature incurred as a result of a breach of any of the conditions of this consent.

11. Administration

- 11.1 It is the responsibility of the occupier to give SW twenty-one (21) days' notice in writing of any changes or proposed changes in process, raw materials, pre-treatment of the trade effluent, or any other circumstances likely to alter the nature, composition, or change to information provided in the Trade Effluent Notice of the trade effluent and of any circumstances resulting or likely to result in a cessation of the discharge.
- 11.2 The occupier shall notify SW in writing within twenty-one (21) days of any change to the name or address of the owner or occupier of the trade premises, or of any change to the name or address of the registered office of the occupier.
- 11.3 The conditions of this consent shall apply to whoever may be the current occupier of the trade premises. When there is a change of occupier of the trade premises, the conditions of this consent shall automatically transfer to the new occupier. If the new occupier wishes to terminate the consent or have it altered, they shall inform SW in writing with twenty-one (21) days prior notice.
- 11.4 This consent may be terminated at any time by agreement between the parties subject to a minimum of four weeks prior written notice on either side.
- 11.5 The invalidity or unenforceability in whole or in part of any condition of this consent shall not affect the validity, legality and enforceability of the remaining part of that condition or of any other condition of this consent.

12. Provisions of other legislation and authorisations

- 12.1 Any reference to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force.
- 12.2 This consent does not authorise any activities in contravention of any enactment or any order, regulation or other instrument made, granted or issued under any enactment, or in contravention of any rule of law or in breach of any agreement.
- 12.3 This consent does not authorise any activities contrary to legislation which has the purpose of securing the health, safety and welfare of persons in the work place.
- 12.4 This consent is always subject to the provisions of any Scottish Environment Protection Agency authorisation in force from time to time in respect of prescribed processes (as defined in the Environmental Protection Act 1990) carried out at the trade premises. In the event of any conflict between the provisions of the consent and the provisions of the said authorisations(s) the more stringent requirement shall prevail.

12.5 The occupier shall have due regard to the following legislation:

- i) Legislation controlling radioactive matter.
- ii) The Trade Effluent (Asbestos) (Scotland) Regulations 1993.
- iii) The Health and Safety and Work etc. Act, 1974, and to the Control of Substances Hazardous to Health Regulations, 1988.
- iv) Any other current or future legislation pertaining to trade effluent, public health, or the environment, or to other matters raised in this consent.

12.6 This consent is subject to the provisions of the Environmental Information Regulations (Scotland) Act 1992 and shall be included in SW's public registers of discharge consents except as provided in sections 37B and 37C of the Act.

13. Interpretation

Unless the context states otherwise, words and expressions to which meanings are assigned by the Sewerage (Scotland) Act 1968, and by any Acts which amend or replace this, shall have the same meaning assigned to them when used in this consent.

Signed..... for and on behalf of Scottish Water by

Operations Team Manager – Trade Effluent, a duly authorised officer of Scottish Water, based at **Daldowie WWTW, Broomhouse, Uddingston, Glasgow, G71 7RX**.

Date..... 23 MAY 2025

NOTES

1. A direction made by Scottish Water shall continue to have legal status in the event of a change of ownership or occupancy of the relevant trade premises (see sections 29(5) and 32(4) of the Act).
2. The applicant may appeal to the Scottish Ministers about a direction made by Scottish Water within 28 days of the direction (see section 32(7) of the Act). This appeal should be made in accordance with the procedure set out in section 51 of the Act.
3. Scottish Water may make subsequent reviews of this consent after at least two years have passed since the previous review was effected. The occupier may request a review at any time (see section 32/36 of the Act).

Appendix I

Substances to be eliminated from the Trade Effluent *(unless specifically authorised under section 4.3 of this consent)*

- Coarse and fibrous material (defined as that which is retained by a 5mm mesh sieve)
- Non-biodegradable detergents
- Asbestos (crocidolite, actinolite, etc.), and asbestos-like fibres
- Sludges arising from the pre-treatment of the trade effluent before discharge to the public sewer
- Waste liable to form viscous or solid coatings or deposits on or in any part of the sewerage system through which the trade effluent is to pass
- Petroleum spirit or any other substance likely to produce explosive, flammable, harmful or toxic vapours in the sewerage system
- Solvents and degreasing agents
- Biocides including pesticides, herbicides and fungicides
- Any substance defined under List I of the EC Directive 76/464/EEC (which is listed more fully below) or prescribed substances under Schedule 5 of the Environmental Protection (Prescribed Processes and Substances) Regulations 1991, or other relevant legislation.
- Plastic matter in any form

List I of EC Directive 76/464/EEC – The Dangerous Substances Directive

List I contains certain individual substances which belong to the following families and groups of substances, selected mainly on the basis of their toxicity, persistence and bioaccumulation with the exception of those which are biologically harmless or which are rapidly converted into substances which are biologically harmless.

1. Organohalogen compounds and substances which may form such compounds in the aquatic environment.
2. Organophosphorus compounds.
3. Organotin compounds.
4. Substances in respect of which it has been proved that they possess carcinogenic properties in or via the aquatic environment (where certain substances in List II are carcinogenic they are included in this category).
5. Mercury and its compounds.
6. Cadmium and its compounds.
7. Persistent mineral oils and hydrocarbons of petroleum origin.

And for the purposes of implementing Articles 2, 8, 9 and 14 of this Directive:

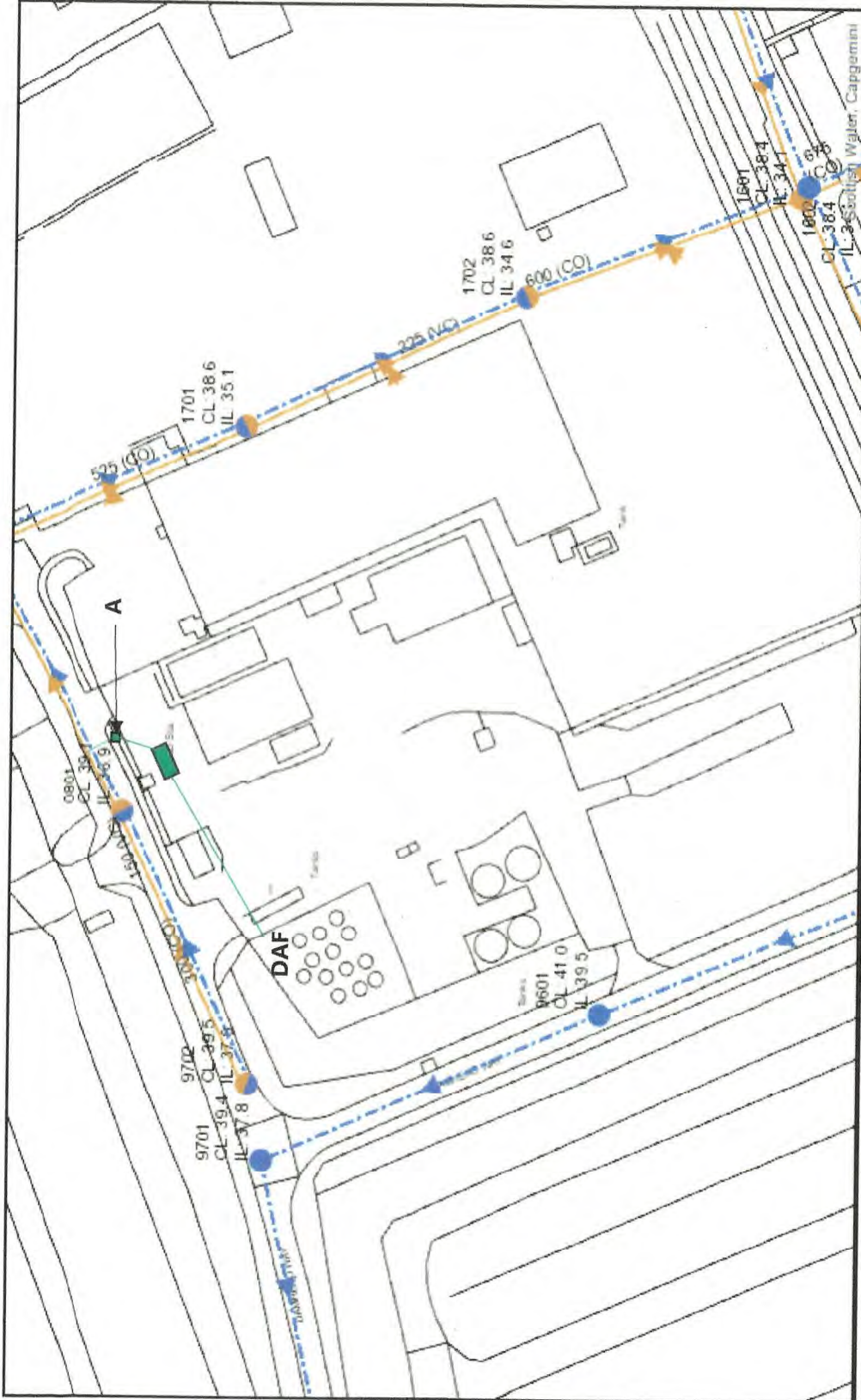
8. Persistent synthetic substances which may float, remain in suspension or sink, and which may interfere with any use of the waters.

Consent to Discharge Trade Effluent from the Trade Premises at Unit 12, Dales Industrial Estate, Peterhead, AB42 3JF

Summary of Conditions, effective from **25 (twenty-fifth) August 2025**

Clause	Description	Limits or conditions
2	Nature of discharge	Processing of hydrocarbon contaminated wastes and liquids. Discharge of rainwater from bunds
3	Limits on discharge	
3.1	Maximum volume in 24 hours	140 m ³
3.2	Maximum flow rate	3 l/s
3.3	Maximum temperature	40°C
3.4	pH within range	pH5 – pH11
3.5	Period of discharge	The daily period of working
Substance		Limit Unit
Biochemical Oxygen Demand (Settled)		7,500 mg/l
Biochemical Oxygen Demand Load (Settled)		720 kg/day
Chemical Oxygen Demand (Settled)		15,000 mg/l
Chemical Oxygen Demand Load (Settled)		1,440 kg/day
Suspended Solids (Total)		1,000 mg/l
Suspended Solids Load (Total)		96 kg/day
Chloride (Total)		20,000 mg/l
Chloride Load		1,920 kg/day
Copper (Total)		2 mg/l
Dissolved Methane		0.14 mg/l
Hydrocarbons (Total)		200 mg/l
Zinc (Total)		2 mg/l
Respiration Inhibition (EC50) dilution factor		2 DF
Settled COD:Settled BOD ratio		5 Ratio

This summary sheet is intended for quick reference. It is not an inclusive list of conditions and is issued without prejudice to the trade effluent consent document. For further details please refer to the trade effluent consent which is the legal document relating to this trade premises.



Warning! Damaging a Large diameter Trunk Main (12\"/>

	The representation of physical assets and the boundaries of areas in which Scottish Water and others have an interest does not necessarily imply their true positions. For further details contact the appropriate District office.	4140A – Total Waste Management Alliance Ltd Dales Industrial Estate Peterhead, AB42 3JF	© Crown copyright and database rights 2025 OS AC0000824238 You are granted a non-exclusive royalty free, revocable licence solely to view the Licensed Data for non-commercial purposes for the period during which Scottish Water makes it available. You are not permitted to copy, sub-licence, distribute, sell or otherwise make available the Licensed Data to third parties in any form. Third party rights to enforce the terms of this licence shall be reserved to OS.	 The Bridge, 6 Buchanan Gate, Sheppis, Glasgow, G33 6F8
	Date Plotted: 25/03/2025	SCALE: 1:1,563	Plotted By:	Tel No: 08000 778 778