

# Trade Waste Customer Charter

**FEBRUARY 2012**





# Trade Waste Customer Charter

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## PART A – Introduction

Gippsland Water services a population of approximately 140,000. It supports approximately 64,000 residential connections and major industries including the dairy, energy and pulp and paper industries within its service area.

It has an important role in the health of our community and the local environment, supplying safe drinking water and eliminating the health risks of untreated wastewater. Gippsland Water is managed by a Board of Directors appointed by the Minister for Water, and must comply with the stringent legislative and regulatory frameworks required to meet the standards expected by our community.

### Purpose

Gippsland Water has issued this Trade Waste Customer Charter to inform its customers about the Trade Waste services performed by Gippsland Water and the respective rights and responsibilities of Gippsland Water and of its customers. This Trade Waste Customer Charter should be read in conjunction with our Customer Charter. Both Charters are available from our website [www.gippswater.com.au](http://www.gippswater.com.au).

The purpose of this Trade Waste Customer Charter is to:

- ◆ provide customers with consistent, transparent and timely decision making for Trade Waste applications and management; and
- ◆ ensure Gippsland Water's Trade Waste services comply with the Essential Services Commission's (the Commission's) requirements.

### Commencement

This Trade Waste Customer Charter applies from the 1 July 2012 ("the commencement date").

### Amendment

Gippsland Water will consult with Trade Waste customers on any changes to this Charter and inform each Trade Waste customer within the next billing cycle of any material changes to this Charter. The details of the change will be available on [www.gippswater.com.au](http://www.gippswater.com.au) or upon request.

### Provision of Charter

This Trade Waste Customer Charter is available on Gippsland Water's website [www.gippswater.com.au](http://www.gippswater.com.au) together with other information regarding Gippsland Water's Trade Waste services and Trade Waste Agreements.

A copy of this Trade Waste Customer Charter is available on request by contacting Gippsland Water on 1800 066 401 (outside Victoria (03) 5177 4600) or by email at [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au).

Gippsland Water will provide a copy of this Trade Waste Customer Charter:

- ◆ to existing customers by 1 July 2012. This will be in the form of a notification to all existing Trade Waste customers informing them that an e-copy is available at [www.gippswater.com.au](http://www.gippswater.com.au) or that a hardcopy is available upon request; or
- ◆ to new Trade Waste customers other than "Deemed" Trade Waste customers (refer to clause 4.4) within one month of the Trade Waste customer entering into a Trade Waste Agreement.



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## **Offence**

Under water law, it is an offence for a person to cause or permit the discharge of Trade Waste to the sewerage system other than in compliance with a Trade Waste Agreement.

## PART B – Provision of Trade Waste Services

### 1. Application to Discharge Trade Waste

#### 1.1 Consider application

Gippsland Water will consider all applications for the discharge of Trade Waste to the sewerage system.

An application must include:

- ◆ a completed application form entitled “*Application for consent to discharge Commercial Trade Waste*”;
- ◆ payment of the application fee; and
- ◆ supporting information specified in the application form.

An application form, together with any relevant documentation can be:

- ◆ found on Gippsland Water’s website [www.gippswater.com.au](http://www.gippswater.com.au);
- ◆ obtained by visiting Gippsland Water’s offices located at Hazelwood Road, Traralgon, Victoria; or
- ◆ by calling Gippsland Water on 1800 066 401 (outside Victoria (03) 5177 4600).

Prior to lodging an application customers are encouraged to contact Gippsland Water to discuss the application to ensure that all required information is provided and to obtain assistance on the preparation of the application, if required.

#### 1.2 Response to application

Gippsland Water will provide a response to all applications for a Trade Waste Agreement within 10 business days of receiving the application advising:

- ◆ whether the application has been accepted or rejected or accepted with amendments; or
- ◆ where a longer period is required to assess the application, when a decision will be made and an explanation for the longer period; or
- ◆ where further information is required to enable a full assessment, what further information must be provided by the applicant.

#### 1.3 Rejecting an application

If Gippsland Water provides a notice of rejection under clause 1.2, it will also provide a statement of reasons for the rejection at the same time.

## 2. Classification of Trade Waste Customers

Gippsland Water has 3 Categories of Trade Waste Customers:

- ◆ Major Trade Waste Customers (Category 1)
- ◆ Commercial Trade Waste Customers (Category 2)
- ◆ Deemed Trade Waste Customers (Category 3)

**Major Trade Waste Customers** would normally be very large industry or industry with a Trade Waste stream that not properly managed would present a significant risk to health, Gippsland Water's assets and operations and/or the environment.

Gippsland Water has a risk ranked scoring system to determine what it classifies as 'Major Customers'. Major Customers are ranked on 8 separate servicing criteria but any Major Customer scoring 1 or above on the Trade Waste Risk Ranking criteria (i.e. Major Customer servicing criteria 3) will also be considered to be a Major Trade Waste Customer.

**Commercial Trade Waste Customers** (which make up more than 95% of Gippsland Water Trade Waste customers) present some risk particularly to Gippsland Water assets and operations.

**Deemed Trade Waste Customers** present a relatively low risk to Gippsland Water assets and operations but nevertheless discharge small quantities of Trade Waste. Further information on Deemed Trade Waste Customers can be found in this Charter particularly at 4.4.

The above Trade Waste Customer categories have not been changed with the introduction of this Charter.

### 2.1 Classification requirement and purpose

Customers holding an existing Trade Waste Agreement with Gippsland Water need not reapply as a result of the introduction of this Charter and will retain their existing Trade Waste classification.

Gippsland Water will assess all new applications for the discharge of Trade Waste to the sewerage system in accordance with Gippsland Water's Trade Waste Policy and Water (Trade Waste) Regulations 2014.

In doing so, Gippsland Water will classify Trade Waste customers in order to establish:

- ◆ the type of agreement applicable to that Trade Waste customer, reflecting the type, quality and quantity of the prospective discharge, and therefore the level of complexity of receiving and managing the Trade Waste stream;
- ◆ the Trade Waste Agreement application fee, reflecting the level of complexity involved in assessment of the application;
- ◆ any Trade Waste Agreement renewal fee, for reassessment and renewal of an existing agreement or Trade Waste Agreement at the end of its term;

- ◆ any annual Trade Waste management fee, reflecting the level of complexity and resources required from Gippsland Water to monitor performance and ensure compliance with the Trade Waste Agreement, including the frequency of check sampling to be conducted by Gippsland Water;
- ◆ the frequency of Trade Waste discharge sample monitoring and reporting that the customer will be required to undertake;
- ◆ the applicable Trade Waste tariff structure and billing cycle; and
- ◆ the application of the above requirements for “Deemed” Trade Waste customers. Refer to clause 4.4 for more information on this type of customer classification.

## 2.2 Classification process

Gippsland Water classifies Trade Waste customers with consideration to the type of business, industry or activity carried out by the customer and the risk rating determined by Gippsland Water associated with the acceptance of that customer’s Trade Waste. Refer to Gippsland Water’s Trade Waste Policy and Water (Trade Waste) Regulations for further information.

Gippsland Water will take into account any other matter, including:

- ◆ customer location relative to treatment plant;
- ◆ volume of Trade Waste discharged;
- ◆ nature of the customer’s business activity;
- ◆ nature and quality of the customer’s Trade Waste;
- ◆ compliance performance history for that customer, where available;
- ◆ any risk to personal health and safety;
- ◆ any risk to the sewerage system (transport or treatment);
- ◆ any risk to the quality of recycled water or bio solids from the sewerage system; and
- ◆ any risk to the environment.

Gippsland Water has the right to change any Trade Waste customer’s classification due to the customers changed circumstances or new information coming to the attention of Gippsland Water.

## 2.3 Explanation of basis for classification

Gippsland Water will provide an explanation of the classification ascribed to the customer on receipt of a request from the customer.



## 3. Risk Identification and Mitigation

### 3.1 Risks assessment by Gippsland Water

Gippsland Water will conduct a risk assessment for all applications to discharge Trade Waste to the sewerage system in accordance with Gippsland Water's Trade Waste Policy Water (Trade Waste) Regulations 2014.

Gippsland Water may complete additional risk assessments during the term of the Trade Waste Agreement.

Gippsland Water will advise the Trade Waste customer of:

- ◆ any identified risks associated with the discharge; and
- ◆ any mitigation measures the customer will be required to implement. Such mitigation may include process and/or monitoring requirements and/or pre-treatment to meet acceptance criteria. Typical pre-treatment requirements are available on Gippsland Water's website [www.gippswater.com.au](http://www.gippswater.com.au).

### 3.2 Risk assessment by the Trade Waste customer

Gippsland Water may:

- ◆ require a customer to conduct its own risk assessment to identify potential causes of non-compliant Trade Waste discharges;
- ◆ require a customer to provide and discuss the findings of the customer's risk assessment with Gippsland Water; and
- ◆ identify further risk mitigation requirements to be implemented by the customer to minimise the impact of its Trade Waste discharge on the sewerage system and operations of Gippsland Water.

## 4. Trade Waste Agreements

Prior to the discharge of Trade Waste to the sewerage system, customers are required to enter a Trade Waste Agreement with Gippsland Water.



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## 4.1 Form of agreement

### Category 1 – Major Trade Waste Customer

On the acceptance of an application from a customer determined to be a Category 1, Major Trade Waste customer, Gippsland Water will provide the customer with a Trade Waste Agreement in the form detailed on Gippsland Water's website (being the same as that for a Commercial Trade Waste Customer) or otherwise provide a purposely prepared and more extensive 'Water Services Agreement' (which includes Trade Waste agreement provisions) should that be deemed necessary due to the large size, complexity or risk presented by the particular customer.

### Category 2 - Commercial Trade Waste Customer

On the acceptance of an application from a customer determined to be a Category 2, Commercial Trade Waste customer, Gippsland Water will provide the customer with a Trade Waste Agreement in the form detailed on Gippsland Water's website.

### Category 3 – “Deemed” Trade Waste Customer

Deemed Trade Waste customers as described in this Charter at 4.4 and listed as particular “Deemed” Trade Waste Customer business types on Gippsland Water's website are not required to have a written Trade Waste Agreement.

### Categories 1 & 2 – Trade Waste customers

Both Gippsland Water and the Trade Waste customer are required to execute the Trade Waste Agreement for the agreement to take effect. The Trade Waste customer must not commence the discharge of Trade Waste to the sewerage system prior to the Trade Waste Agreement being executed. For the purposes of the Trade Waste Code and this Trade Waste Customer Charter, any Trade Waste Agreement entered into prior to the introduction of this Trade Waste Customer Charter (prior to 1 July 2012) will continue to apply until that agreement comes to an end.

## 4.2 Identify Trade Waste customers

Gippsland Water will endeavour to identify all Trade Waste customers in its service area and ensure that each customer has a Trade Waste Agreement in accordance with this Trade Waste Customer Charter and Gippsland Water's Trade Waste Policy and Water (Trade Waste) Regulations.

## 4.3 Matters to be dealt with by a Trade Waste Agreement

Gippsland Water's Trade Waste Agreements will:

- ◆ Specify, as a minimum, the following:
  - ◆ the parties to the agreement;
  - ◆ the address of the premises from which the discharge to the sewerage system will take place;
  - ◆ the discharge acceptance point and any sampling points;
  - ◆ the sewerage treatment plant or plants that will or may receive and treat the Trade Waste (if known);
  - ◆ the term of the agreement;
  - ◆ the nature of the permitted activities conducted on the Trade Waste customer's premises which generate the Trade Waste;
  - ◆ the customer's rights and obligations, or provide reference to where those rights and obligations are set out;
  - ◆ Gippsland Water's water business' rights and obligations, or provide reference to where those rights and obligations are set out; those rights will include:
    - ◆ the circumstances in which Gippsland Water may require the customer to cease discharging Trade Waste into the sewerage system, and;
    - ◆ the circumstances in which Gippsland Water may serve a non-compliance notice on the customer, and the consequences of non-compliance;
  - ◆ any fees, charges, tariffs or prices payable by the Trade Waste customer, or provide reference to where they are set out;
  - ◆ the dispute resolution process, or provide reference to where the dispute resolution process is set out;
  - ◆ the procedure for serving notices on the other party, or provide reference to where the procedure is set out;
  - ◆ the relevant Trade Waste limitations, including times, rate, physical and chemical composition, prohibited substances, or reference to the approved acceptance criteria;
  - ◆ any monitoring, sampling or maintenance requirements, or reference to where those requirements are set out; and
- ◆ Only include matters appropriate to managing the discharge of Trade Waste.

## 4.4 “Deemed” Trade Waste customers

Gippsland Water has a number of non-residential customers who discharge to the sewerage system and would come under the definition of “Trade Waste” but are considered too small for Gippsland Water to require a written Trade Waste agreement, and do not warrant the additional level of administration and monitoring that comes with this. Clause 4.4 of the Trade Waste Code makes provision for dischargers of Trade Waste of a nature similar to domestic sewage, at Gippsland Water’s discretion, to have their agreement arise automatically through customer conduct, these types of customers are classified as “Deemed” Trade Waste customers. Gippsland Water has placed a generic form of Trade Waste agreement on [www.gippswater.com.au](http://www.gippswater.com.au).

Customers who, by definition in Water Law, discharge Trade Waste, but that:

- ◆ discharge small quantities of Trade Waste to Gippsland Water’s sewer and which is of a similar nature to domestic sewage; or
- ◆ operates a business of a type which discharges small quantities of Trade Waste to Gippsland Water’s sewer and which is of a similar nature to domestic sewage,

will be considered “Deemed” Trade Waste customers.

If a “Deemed” Trade Waste customer continues to discharge Trade Waste they will be taken to have entered into a default Trade Waste Agreement with Gippsland Water arising by customer conduct.

A listing of the types of customers that Gippsland Water would consider to fall into this category, as well as the default Trade Waste Agreement arising by customer conduct can be found on [www.gippswater.com.au](http://www.gippswater.com.au).

Gippsland Water has the right to change any Trade Waste customer’s classification due to the customer’s changed circumstances or new information coming to the attention of Gippsland Water. Refer to clause 2.1 for more information on Gippsland Water’s Trade Waste customer classification process.

## 4.5 Amendments to a Trade Waste Agreement

A Trade Waste Agreement can only be amended where:

- ◆ if permitted by the Trade Waste agreement the Trade Waste customer is notified of the amendment in writing; or
- ◆ the amendment is in writing and signed by both parties.

## 5. Fees and Charges

Gippsland Water will only impose fees and charges in connection with Trade Waste in accordance with the prices and pricing principles set out in the price determination made by the Commission for Gippsland Water.

## 6. Acceptance Criteria

### 6.1 Maintain approved statement of acceptance criteria

A Trade Waste customer must only discharge Trade Waste to the sewerage system in compliance with its Trade Waste Agreement, which includes the statement of approved acceptance criteria established by Gippsland Water, except where customer specific acceptance criteria has been agreed to by Gippsland Water (refer to clause 6.4 of this Trade Waste Customer Charter).

Gippsland Water's statement of approved acceptance criteria for Trade Waste is available on its website [www.gippswater.com.au](http://www.gippswater.com.au).

### 6.2 Changes to acceptance criteria

Gippsland Water will comply with Gippsland Water's Trade Waste Policy and Water (Trade Waste) Regulations 2014, the Trade Waste Code and this Trade Waste Customer Charter when introducing amendments to the statement of approved acceptance criteria and customer-specific acceptance criteria for Trade Waste.

When introducing an amendment to the statement of approved acceptance criteria and customer-specific acceptance criteria, Gippsland Water will consider the matters outlined in clause 2.2 and additionally other matters including:

- ◆ Gippsland Water's statement of obligations;
- ◆ the Trade Waste Code;
- ◆ any requirement in law;
- ◆ National Wastewater Source Management Guideline 2008 (or superseding document);
- ◆ exposure standards prescribed by Worksafe Australia for atmospheric contaminants;
- ◆ explosive limits for gaseous emissions (5% LEL);
- ◆ EPA licence conditions; and
- ◆ EPA guidelines, codes and publications.

Subject to clause 6.4:

- ◆ a process to change approved acceptance criteria or customer-specific acceptance criteria may be initiated by Gippsland Water, a Trade Waste customer or the Commission; and
- ◆ Gippsland Water has no obligation to change any customer-specific acceptance criteria or apply for the Commission's approval to change its approved acceptance criteria at a Trade Waste customer's request.

## 6.3 Amendment to statement of approved acceptance criteria

Gippsland Water's statement of approved acceptance criteria will only be amended with the Commission's prior written approval.

Prior to applying for the Commission's approval of an amendment to the approved acceptance criteria, Gippsland Water will:

- ◆ advertise on its website and notify all stakeholders (including potentially affected Trade Waste customers, the Commission and the Environment Protection Authority) that it is proposing a change to its approved acceptance criteria;
- ◆ call for submissions from interested parties and note that submissions will be published on its website unless it is notified that a submission or part of a submission is confidential;
- ◆ subject to any confidentiality requirement, publish all submissions received (on its website); and
- ◆ undertake appropriate stakeholder consultation, which is open for at least 30 business days from the last date a stakeholder is notified.

Gippsland Water will ensure that any application to the Commission to amend the approved acceptance criteria is accompanied with supporting information including:

- ◆ the reason for the amendment to the approved acceptance criteria, including the factors considered in establishing the amended criteria;
- ◆ details of the stakeholder consultation undertaken;
- ◆ a summary of concerns or comments raised in any submissions received during the stakeholder consultation period and a summary of any responses provided by Gippsland Water; and
- ◆ an implementation plan, outlining how the change will be integrated into existing operational practices and what timeframe customers will have to comply with the new requirements.

## 6.4 Customer specific acceptance criteria

Gippsland Water may require a Trade Waste customer to comply with customer-specific acceptance criteria in addition to, or instead of, some or all of the statement of approved acceptance criteria, in order to satisfy the specific requirements of the Trade Waste customer and the sewerage systems.

Gippsland Water will respond to an application for customer-specific acceptance criteria within 10 business days of receipt of such an application, indicating:

- ◆ whether the application has been accepted or rejected or accepted with amendments; or
- ◆ where a longer period is required to assess the application, when a decision will be made.



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If Gippsland Water provides a notice of rejection or acceptance with amendments, it will also provide to the customer a statement of reasons at the same time.

Gippsland Water will maintain a register of all customer-specific acceptance criteria detailing the name and address of the Trade Waste customer, the receiving sewerage catchment or treatment plant, the particular acceptance criteria parameter, the requested limit for the parameter and the current approved acceptance criteria limit for the parameter.

The register must also include all applications for customer specific acceptance criteria or for amendments to such acceptance criteria, including the water business' decision and the basis for that decision.

Gippsland Water will provide the Commission with a copy of the register on request.

Within 25 business days of the end of the quarter of each financial year, Gippsland Water will provide the Commission with a statement (in a form provided by the Commission) setting out all changes to the register during that quarter.

## 7. Dispute Resolution

### 7.1 Complaints and disputes policy

Gippsland Water will comply with its Customer Charter part B Complaints section 2.1-2.2 and the terms of the Trade Waste Agreement in dealing with any complaints made by the customer or any dispute arising from the Trade Waste Agreement.

Gippsland Water's Customer Charter is available on the website [www.gippswater.com.au](http://www.gippswater.com.au).

Where a complaint escalates beyond Gippsland Water's Customer Charter and relates to technical or economic aspects of Trade Waste management Gippsland Water will:

- ◆ with consent from the customer, engage the services of an independent expert or mediator to help resolve the complaint; and
- ◆ advise the customer that it may request that the Commission consider whether the water business has complied with the Trade Waste Code, the Customer Service Code or Gippsland Water's price determination.



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## **PART C – Sewerage System Capacity Planning**

Gippsland Water's ability to accept and treat Trade Waste is regularly considered as part of its business planning processes.





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## PART D - Definitions

<b>Gippsland Water</b>	means the Central Gippsland Region Water Corporation ( ABN 75 830 750 413).
<b>acceptance criteria</b>	means the criteria applied by Gippsland Water to determine whether Trade Waste may be accepted into the sewerage system.
<b>approved acceptance criteria</b>	Means <i>acceptance criteria</i> which have been approved by the Commission in accordance with clauses 6.1(c) or 6.4 of the Trade Waste Code.
<b>business day</b>	means Monday to Friday excluding public holidays in Victoria.
<b>Commission</b>	means the Essential Services Commission of Victoria.
<b>complaint</b>	means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by Gippsland Water, including a failure of Gippsland Water to observe its published policies, practices or procedures
<b>customer</b>	means a person who is: <ul style="list-style-type: none"><li>a) an owner and occupier of a property connected to Gippsland Water's sewerage system; or</li><li>b) an owner of a property which is connected to Gippsland Water's sewerage system but is not an occupier; or</li><li>c) an occupier of a property that is connected to Gippsland Water's sewerage system and is liable for usage charges; or</li><li>d) an authorised representative of the owner or occupier of a property connected to Gippsland Water's sewerage system.</li></ul>
<b>Customer Service Code</b>	means the Customer Service Code – Metropolitan and Regional Water Businesses published by the Commission under Section 4F of the Water Industry Act 1994
<b>“Deemed” Trade Waste customer</b>	means customers that discharge small amounts of Trade Waste and who, as a result of this discharge are taken to have entered into a default Trade Waste Agreement with Gippsland Water arising by customer conduct in accordance with clause 4.4.
<b>discharge acceptance point</b>	means the point at which the Trade Waste enters the sewerage system.
<b>Price Determination</b>	means the Gippsland Water Determination July 2008 – 30 June 2013 made by the Commission under section 33 of the Essential Services Commission Act 2001 and clause 8 of the Water Industry Regulatory Order 2003.
<b>sewage</b>	means any human excreta or domestic waterborne waste, whether



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untreated or partially treated, but does not include Trade Waste.

## **sewerage system**

means any sewer, treatment plant, storage or other infrastructure for the acceptance, transport, storage and treatment of sewage and Trade Waste that is the responsibility of Gippsland Water.

## **Trade Waste**

has the meaning given to that term in the relevant *water law* (act or regulation).

## **Trade Waste Agreement**

Means written permission, consent, permit or other process to accept Trade Waste discharge.

## **Water (Trade Waste) Regulations 2014**

means the Water (Trade Waste) Regulations 2014 made under section 324 of the Water Act 1989.

## **Trade Waste Code**

means the Trade Waste Customer Service Code – Metropolitan Retail and Regional Water Businesses published by the Commission under Section 4F of the Water Industry Act 1994.

## **Trade Waste Policy**

means the Trade Waste Policy published by Gippsland Water and amended from time to time (available on Gippsland Water's website).

## **Water law**

means the Water Act 1989 and the Water Industry Act 1994, and any regulations or subordinate legislation and guidance made under those Acts.

## **Interpretation**

Any question as to whether Gippsland Water has complied with the Trade Waste Code will be determined by the Commission on the basis of the Commission's interpretation of this code.

A reference to codes, determinations, guidelines or statements of obligations includes a reference to amendments or replacements of any of them.