

Trade Waste Customer Charter

MARCH 2023





Trade Waste Customer Charter

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PART A– Introduction

Gippsland Water services a population of approximately 157,200. It supports approximately 74,794 residential water 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.

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 March 2023 ("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 or upon request.

Provision of Charter

This Trade Waste Customer Charter is available on Gippsland Water's website 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 050 500 (outside Victoria (03) 5177 4600) or by email at contactus@gippswater.com.au.

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

- to existing customers by 1 July 2023. 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 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;
- obtained by visiting Gippsland Water's offices located at 55 Hazelwood Road, Traralgon, Victoria; or
- by calling Gippsland Water on 1800 050 500 (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:

- a. whether the application has been accepted or rejected or accepted with amendments; or
- b. where a longer period is required to assess the application, when a decision will be made and an explanation for the longer period; or
- c. 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 clear 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 (ie 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.

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:

- a. the type of agreement applicable to that Trade Waste customer, reflecting the level of complexity of receiving and managing the trade waste stream
- b. the Trade Waste Agreement application fee, reflecting the level of complexity involved in assessment of the application;
- c. any Trade Waste Agreement renewal fee, for reassessment and renewal of an existing agreement or Trade Waste Agreement at the end of its term;
- d. 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;

- e. the frequency of Trade Waste discharge sample monitoring and reporting that the customer will be required to undertake;
- f. the applicable Trade Waste tariff structure and billing cycle; and
- g. how trade waste customers with an agreement by conduct under clause 4.4 are to be dealt with under paragraphs (a) to (f) of this clause 2.1 by the waster business.

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 2014 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;
- 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 biosolids 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 explain to the customer, if requested, how its particular classification was determined.

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 and Water (Trade Waste) Regulations 2014.

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



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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.

3.2 Risk assessment by the Trade Waste customer

Gippsland Water may:

- a. require a customer to conduct its own risk assessment to identify potential causes of non-compliant Trade Waste discharge;
- b. require a customer to discuss the findings of the customer's risk assessment with Gippsland Water; and
- c. 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.

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.

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 2014.

4.3 Matters to be dealt with by a Trade Waste Agreement

Gippsland Water's Trade Waste Agreements will:

(a) Specify, as a minimum, the following:

- (i) the parties to the agreement;
- (ii) the address of the premises from which the discharge to sewer will take place;
- (iii) the discharge acceptance point and any sampling points;
- (iv) the sewerage treatment plant or plants that will or may receive and treat the trade waste (if known);
- (v) the term of the agreement;
- (vi) the nature of the permitted activities conducted on the trade waste customer's premises which generate the trade waste;
- (vii) the discharger or occupier's rights and obligations, or provide reference to where those rights and obligations are set out;
- (viii) Gippsland Water's rights and obligations, or provide reference to where those rights and obligations are set out;
- (ix) any fees, charges, tariffs or prices payable by the trade waste customer, or provide reference to where they are set out;
- (x) the dispute resolution process, or provide reference to where the dispute resolution process is set out;
- (xi) the procedure for serving notices on the other party, or provide reference to where the procedure is set out;
- (xii) the relevant trade waste limitations, including times, rate, physical and chemical composition, prohibited substances, or reference to the approved acceptance criteria; and
- (xiii) any monitoring, sampling or maintenance requirements, or reference to where those requirements are set out; and

(b) only include matters appropriate to managing the discharge of trade waste.

4.4 Agreements arising by customer conduct: “Deemed” Trade Waste customers

(a) Without limiting clause 4.1, where a water business has determined that a trade waste customer:

(i) discharges small quantities of trade waste to Gippsland Water’s sewer network and which is of a similar nature to domestic sewage; or

(ii) operates a business of a type which discharges small quantities of trade waste to Gippsland Water’s sewer network and which is of a similar nature to domestic sewage, it may, in its absolute discretion, grant its consent to any such discharge or to discharges generally in those circumstances on the terms of a published form of trade waste agreement. The conduct of a customer in continuing to discharge trade waste after a notification in accordance with clause 4.4(b) will be taken, for the purposes of this industry standard, to constitute an agreement on the terms specified by Gippsland Water.

(b) Where a consent is granted under clause 4.4(a), Gippsland Water will notify the trade waste customer that if it continues to make discharges the trade waste customer has entered into an agreement with Gippsland Water. In the case of trade waste customers existing at the date of commencement of this charter, Gippsland Water may indicate clearly on its website that they have offered agreements to a category of trade waste customer that includes the trade waste customer and must provide a link to a copy of the applicable form of trade waste agreement.

(c) Gippsland Water will make a copy of the trade waste customer charter available on its website, www.gippswater.com.au, and provide a hard copy upon request, to a customer with an agreement arising under clause 4.4(a).

4.5 Amendments to a Trade Waste Agreement

A trade waste agreement must provide that an amendment to the agreement, other than one to reflect a change in the approved acceptance criteria, is not effective unless either:

- a. where the amendment is one which the agreement states can be made by Gippsland Water, the trade waste customer is notified of the amendment in writing; or
- b. 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. Our approved pricing schedule for trade waste is available on our website.

6. Acceptance Criteria

6.1 Maintain approved statement

- (a) Gippsland Water will maintain a current statement of approved acceptance criteria for each sewerage catchment system that trade waste customers must, subject to clause 6.5, comply with as a condition of their trade waste agreements.
- (b) The statement of approved acceptance criteria will be readily available on Gippsland Water's website www.gippswater.com.au
- (c) Subject to clause 6.4, existing acceptance criteria in use by Gippsland Water on 1 October 2011 will be taken to be the statement of approved acceptance criteria as at and from the commencement of the Water Industry Standard – Trade Waste Customer Service .

6.2 Changes to acceptance criteria

- a. Gippsland Water must have and comply with policies, practices and procedures for determining and amending customer-specific acceptance criteria and approved acceptance criteria. These policies, practices and procedures must take into consideration, as a minimum, the following:
 - I. Gippsland Water's statement of obligations;
 - II. Water Industry Standard – Trade Waste Customer Service;
 - III. any other requirements imposed on Gippsland Water by *water law* or any other relevant law ;
 - IV. National Wastewater Source Management Guideline 2008 (or superseding document);
 - V. exposure standards prescribed by Worksafe Australia for atmospheric contaminants;
 - VI. explosive limits for gaseous emissions (5% LEL);
 - VII. EPA licence conditions; and
 - VIII. EPA guidelines, codes and publications.
- b. In preparing its policies, practices and procedures, and when considering establishing or changing any acceptance criteria, Gippsland Water will have regard to the Australian Wastewater Quality Management Guidelines 2022, published by the Water Services Association of Australia Ltd.
- c. If the transport or treatment of trade waste involves another water business then that water business (as the case may be) must be consulted or involved in the process to change or establish acceptance criteria applicable to that trade waste.
- d. Subject to clause 6.5:
 - a. a change to approved acceptance criteria or customer-specific acceptance criteria may be instigated by Gippsland Water, a trade waste customer or the Commission; and
 - b. 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 Application for approval

- (a) Subject to clause 6.1(c), a statement of approved acceptance criteria can only be established, replaced or amended with the Commission's prior written approval.
- (b) Before submitting acceptance criteria or changes to approved acceptance criteria to the Commission for approval, Gippsland Water must:
- (i) advertise on Gippsland Water's website (www.gippswater.com.au) and notify all stakeholders (including potentially affected trade waste customers, the Commission and the Environment Protection Authority) that it is considering a change to its approved acceptance criteria or establishing approved acceptance criteria;
 - (ii) 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;
 - (iii) subject to any confidentiality requirement, publish all submissions received (if any); and
 - (iv) undertake appropriate stakeholder consultation, which is open for at least 30 business days from the last date a stakeholder is notified.
- (c) When Gippsland Water submits acceptance criteria or changes to approved acceptance criteria to the Commission for approval, it must also submit:
- (i) the reason for the new acceptance criteria or the proposed change, including the factors considered in establishing the new criteria;
 - (ii) details of the stakeholder consultation undertaken;
 - (iii) a summary of concerns or comments raised in any submissions received and a summary of any responses provided by Gippsland Water; and
 - (iv) an implementation plan, outlining how the new criteria or the change will be integrated into existing operational practices and what timeframe customers will have to comply with the new requirements.

6.4 Approval

- (a) On receipt of an application made under clause 6.3, the Commission may, in its absolute discretion:
- (i) approve the proposed acceptance criteria;
 - (ii) reject the proposed acceptance criteria;
 - (iii) require Gippsland Water to provide further information; or
 - (iv) require changes to the proposed acceptance criteria.
- (b) The Commission will endeavour to respond to an application made under clause 6.3, within 80 business days of receipt to indicate:
- (i) whether the application has been approved or rejected or whether further information is required or amendments to the proposed acceptance criteria are required; or
 - (ii) if a longer period is required to assess the application, when a decision is likely to be provided.

6.5 Establishing customer-specific acceptance criteria

a) Subject to clause 6.2, Gippsland Water may, in its absolute discretion, decide to 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 suit the specific requirements of the trade waste customer and the sewerage catchment and treatment systems.

(b) Subject to the receipt of any application fee charged in accordance with clause 5, Gippsland Water will consider any application for customer-specific acceptance criteria.

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

(i) whether the application has been accepted or rejected or accepted with amendments; or

(ii) where a longer period is required to assess the application, when a decision will be made.

(d) If Gippsland Water rejects, or accepts with amendments, an application for customer-specific acceptance criteria, at the same time as it notifies the applicant of its decision in accordance with clause 6.5(c), it must provide a clear statement of reasons for the rejection or amendment to the applicant.

(e) Gippsland Water will maintain a register of all customer-specific acceptance criteria that have been established, and include in relation to each entry 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.

(f) The register must also include all applications for customer-specific acceptance criteria or for amendments to such acceptance criteria, including Gippsland Water's decision and the basis for that decision.

(g) The Commission may request a copy of the register at any time.

(h) Gippsland Water will provide a statement to the Commission, in a form provided by the Commission, setting out all changes to the register in respect of each quarter within 25 business days after the end of each quarter.

7. Dispute Resolution

7.1 Complaints and disputes policy

(a) Without limiting clause 14 of the urban water industry standard, Gippsland Water must have and comply with policies, processes and practices for resolving disputes relating to trade waste.



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(b) In addition to the requirements of clause 14.1(d) of the urban water industry standard where a complaint relates to technical or economic aspects of trade waste management, a complaint escalation must also give a customer:

- (i) the opportunity to agree with Gippsland Water to engage the services of an independent expert or mediator to help resolve the complaint; and
- (ii) the opportunity to request that the Commission consider whether Gippsland Water has complied with this code, the urban water industry standard or a price determination.

7.2 Matters involving more than one water business

Without limiting clause 14 of the urban water industry standard, where a complaint relates to any decision, act or omission by a water business other than Gippsland Water where the customer has (or would have) a trade waste agreement, Gippsland Water must notify the customer of the other water business's involvement.

PART C – Capacity Planning

8. Capacity Planning

Gippsland Water must plan for trade waste volume and pollutant capacity management in its business planning processes. This would include:

- (a) being aware of current hydraulic capacities of sewerage systems and receiving treatment plants;
- (b) identifying any pollutant loads or concentrations, and any other treatment parameters, that are limiting, or close to limiting, treatment capacity, and understanding the next steps required to accommodate changes in capacity;
- (c) identifying likely changes in demand for sewage treatment capability; and
- (d) collecting and maintaining data on trade waste volume and pollutant loads.

PART D – Customer Charters

9. Trade waste customer charter

9.1 Requirement for charter

- (a) In addition to Gippsland Water's requirement to develop a customer charter under Part F of the urban water industry standard, Gippsland Water must develop and issue a trade waste customer charter (or a trade waste section of its customer charter) to inform customers about the services performed by the water business and the respective rights and responsibilities of the water business and of customers in connection with trade waste.
- (b) Clauses 22.2, 22.3 and 22.4 of the urban water industry standard apply to the trade waste customer charter.
- (c) Gippsland Water must amend its charter at the request of the Commission to:
 - (i) deal with matters raised by the Commission as a result of its assessment under clause 9.1(b); or
 - (ii) update the charter to reflect an amendment to this industry standard.

9.2 Content of charter

The following is to be outlined in the charter:

- (a) information about or explaining each of the standards and conditions in Part B of this industry standard; and
- (b) all material rights and responsibilities of Gippsland Water and its customers in relation to trade waste.

In particular, and without limiting this general obligation, the charter must include or provide reference to:



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- (c) a simple description of trade waste, that is consistent with and with reference to the prescribed definition in the water law applicable to Gippsland Water's trade waste functions;
- (d) a statement that it is an offence under water law to discharge trade waste into Gippsland Water's sewerage system other than in accordance with a trade waste agreement;
- (e) the process for applying for a trade waste agreement;
- (f) where the industry standard requires Gippsland Water to have a policy or provide information, an indication of how the policy or information may be obtained;
- (g) an explanation of Gippsland Water's rights, obligations, policies, practices and procedures in respect of:
 - (i) applications to discharge trade waste in accordance with clause 1;
 - (ii) classification of trade waste customers in accordance with clause 2;
 - (iii) risk identification and mitigation in accordance with clause 3;
 - (iv) trade waste agreements in accordance with clause 4;
 - (v) acceptance criteria in accordance with clause 6; and
 - (vi) how Gippsland Water will deal with complaints and disputes under clause 7;
- (h) the information required to be provided to Gippsland Water in order for it to determine:
 - (i) whether a trade waste agreement should be entered into,
 - (ii) what type of trade waste agreement is appropriate, and
 - (iii) what conditions a trade waste agreement should be subject to;
- (i) the risk factors considered by Gippsland Water when assessing an application;
- (j) the fees associated with applying for a trade waste agreement, and the ongoing fees associated with each trade waste classification type, as well as any other potential costs, such as monitoring;
- (k) the current trade waste discharge fees, as approved by the Commission;
- (l) the current statement of approved acceptance criteria for the relevant sewerage catchment system;
- (m) the process for applying for customer-specific acceptance criteria;
- (n) the time in which Gippsland Water must respond to a customer's application;
- (o) typical pre-treatment requirements; and
- (p) typical obligations on a trade waste customer under a trade waste agreement (this requirement could be met by making available the standard trade waste agreement pro-formas on Gippsland Water's website and referring to those pro-formas (and where to find them) in the information provided).



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10. Provision of information

10.1 Publication of charter

The provisions of clause 24.1 of the urban water industry standard also apply to the trade waste charter of Gippsland Water.

10.2 Provision of charter

Gippsland Water must provide a copy of the trade waste charter:

(a) to existing trade waste customers (other than trade waste customers with an agreement arising under clause 4.4(a)) within six months of the commencement of this industry standard; and

(b) to new trade waste customers (other than trade waste customers with an agreement arising under clause 4.4(a)) within one month of the trade waste customer entering into a trade waste agreement.

10.3 Notification of variation

If Gippsland Water materially changes its trade waste charter, it must inform each trade waste customer within the next billing cycle that the charter has changed and that details of the change are available on its website or upon request.



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PART D – Definitions

Gippsland Water	means the Central Gippsland Region Water Corporation (ABN 75 830 750 413).
Acceptance criteria	means the criteria applied by Gippsland Water to determine whether Trade Waste may be accepted into the sewerage system.
Approved acceptance criteria	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.
Business day	means a day on which banks are open for general banking business in the city or town in which the Commission or Gippsland Water’s Traralgon office, not being a Saturday or a Sunday.
Commission	means the Essential Services Commission.
Complaint	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
Customer	means a person who is: <ul style="list-style-type: none">a) an owner and occupier of a property connected to Gippsland Water’s sewerage system; orb) an owner of a property which is connected to Gippsland Water’s sewerage system but is not an occupier; orc) an occupier of a property that is connected to Gippsland Water’s sewerage system and is liable for usage charges; ord) an authorised representative of the owner or occupier of a property connected to Gippsland Water’s sewerage system.
“Deemed” Trade Waste customer	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.
Discharge acceptance point	means the point at which the Trade Waste enters the sewerage system.
Price Determination	means a determination in respect of a <i>water business</i> made by the <i>Commission</i> under section 33 of the <i>Essential Services Commission Act 2001</i> and clauses 10 and 11 of the <i>Water Industry Regulatory Order 2014</i> .



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Sewage	means any human excreta or domestic waterborne waste, whether untreated or partially treated, but does not include Trade Waste.
Sewerage	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 <i>water law</i> (act, by-law 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.
Water industry standard – Trade Waste	means the Water Industry Standard – Trade Waste Customer Service made by the Commission.
Urban water industry standard	means the Water Industry Standard – Urban Customer Service made by the Commission.
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

- (a) If there is any inconsistency between this industry standard and a price determination, the price determination shall prevail to the extent of the inconsistency.
- (b) If there is any inconsistency between the Water Industry Standard – Trade Waste Customer Service and the urban water industry standard, the Water Industry Standard – Trade Waste Customer Service shall prevail to the extent of the inconsistency.
- (c) Any question as to whether Gippsland Water has complied with this charter will be determined by the Commission on the basis of the Commission's interpretation of charter.
- (d) A reference to legislation includes subordinate legislation and other instruments under them, and amendments or replacements of any of them.
- (e) A reference to codes, industry standards, determinations, guidelines or statements of obligations includes a reference to amendments or replacements of any of any of them..