



Trade Waste Customer Charter

2023



GWM Water

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PART A - Introduction

Grampians Wimmera Mallee Water Corporation (trading as GWMWater) is a government-owned corporation, created by an order of the Victorian Government under the Water Act 1989. On 1 July 2004, GWMWater assumed the responsibilities of the predecessor organisations Grampians Water and Wimmera Mallee Water.

The vision and mission of GWMWater are:

Vision

“Sustainable water for regional growth and vibrant communities.”

Mission

“Provide innovative and affordable services through partnerships with stakeholders, customers and the community.”

GWMWater provide sewage and wastewater services to 27 towns across the region utilising 28 wastewater treatment facilities. The Trade Waste Service Code and Trade Waste Customer Charter are applicable to all towns where sewage and wastewater services are provided.

Purpose

GWMWater has issued this Trade Waste Customer Charter to inform its customers about the Trade Waste services performed by GWMWater and the respective rights and responsibilities of GWMWater and of its customers. This Trade Waste Customer Charter should be read in conjunction with our Customer Code. Both are available from our website www.gwmwater.org.au.

The purpose of this Trade Waste Customer Charter is to:

- a) provide customers with consistent, transparent and timely decision making for Trade Waste applications and management; and
- b) ensure GWMWater’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**.

Amendment

GWMWater 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 GWMWater’s website or upon request.

Provision of Charter

This Trade Waste Customer Charter is available on GWMWater's website together with other information regarding GWMWater's Trade Waste services and Trade Waste Agreements.

A copy of this Trade Waste Customer Charter is available on request by contacting GWMWater on 1300 659 961.

GWMWater will provide a copy of this Trade Waste Customer Charter:

- a) to existing customers by 1 March 2023. This will be in the form of a notification to all existing Trade Waste customers informing them that an electronic copy is available at GWMWater's website or that a hardcopy is available upon request; or
- b) to new Trade Waste customers other than Category 0 customers (refer to clause 4.4);
- c) within one month of the Trade Waste customer entering into a Trade Waste Agreement.

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

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

An application must include:

- a) a completed application form entitled “Trade Waste Application Form”; and
- b) supporting information specified in the application form.

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

- a) found on GWMWater’s website;
- b) obtained by visiting GWMWater’s corporate office located in Horsham; or
- c) by calling GWMWater on 1300 659 961.

Prior to lodging an application customers are encouraged to contact GWMWater 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

GWMWater 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 GWMWater 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

GWMWater has five categories of Trade Waste customers, ranging from Category 0 through to Category 4 customers. The volume and characteristics of the Trade Waste being discharge, and the risks associated to GWMWater's sewer system of the discharge necessitate how Trade Waste customers will be categorised.

2.1 Classification requirement and purpose

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

GWMWater will assess all new applications for the discharge of Trade Waste to the sewerage system in accordance with GWMWater's Trade Waste Management Policy and this Customer Service Charter.

In doing so, GWMWater will classify Trade Waste customers in order to establish (where applicable):

- a) 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;
- 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 GWMWater to monitor performance and ensure compliance with the Trade Waste Agreement, including the frequency of sampling to be conducted by GWMWater;
- 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 under clause 4.4 will be dealt with under paragraphs (a) to (f) of this clause 2.1 by GWMWater.

2.2 Classification process

GWMWater classifies Trade Waste customers with consideration to the type of business, industry or activity carried out by the customer and the risk to GWMWater's infrastructure associated with the acceptance of that customer's Trade Waste. Refer to the Trade Waste Management Policy and Price Determination for further information.

GWMWater will take into account any other matter, including:

- a) customer location relative to treatment plant;
- b) volume of Trade Waste discharged;
- c) nature of the customer's business activity;
- d) quality of the customer's Trade Waste;
- e) compliance performance history for that customer, where available;
- f) any risk to personal health and safety;
- g) any risk to the sewerage system (transport or treatment);
- h) any risk to the quality of recycled water or biosolids from the sewerage system;
and
- i) any risk to the environment.

GWMWater 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 GWMWater.

2.3 Explanation of basis for classification

GWMWater 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 GWMWater

GWMWater will conduct a risk assessment for all applications to discharge Trade Waste to the sewerage system in accordance with the Trade Waste Management Policy and this Customer Service Charter.

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

GWMWater will advise the Trade Waste customer of:

- a) any identified risks associated with the discharge; and
- b) 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 GWMWater's website.

3.2 Risk assessment by the Trade Waste customer

GWMWater may:

- a) require a customer to conduct its own risk assessment to identify potential causes of non-compliant Trade Waste discharges;
- b) require a customer to provide and discuss the findings of the customer's risk assessment with GWMWater; 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 GWMWater.

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 GWMWater.

4.1 Form of agreement

Category 0 – Trade Waste customers

Commercial establishments or businesses that discharge small quantities of Trade Waste to GWMWater's sewer system which is of a similar nature to domestic sewage.

Customers will be deemed to be Category 0 customers upon receiving communication from GWMWater stating that their continued discharge to GWMWater's sewer system will automatically constitute the issuing of a Consent to Discharge.

Refer to section 4.4 of the Trade Waste Code.

Category 1 – Trade Waste customers

Commercial establishments producing kitchen type or laundry wastes where the volume does not exceed 750 kilolitres per year. Category 1 customers will generally need to have a pre-treatment device installed prior to a Consent to Discharge being issued.

Category 2 – Trade Waste customers

Commercial establishments producing other types of wastes in high volumes (exceeding 750 kilolitres per year) with low levels of contaminants. Category 2 customers will generally need to have a pre-treatment device installed prior to a Consent to Discharge being issued.

Category 1 and 2 – Consent to Discharge

Category 1 and 2 customers are to be granted a Consent to Discharge by GWMWater prior to the customer commencing any discharge of Trade Waste to the sewerage system. A Consent to Discharge is a form of Trade Waste Agreement which acknowledges that the customer has taken necessary steps, such as install a pre-treatment device, to reduce the impact of their Trade Waste on GWMWater’s sewer system.

A copy of the standard Consent to Discharge for category 1 and 2 customers is available on GWMWater’s website.

Category 3 – Trade Waste customers

Large discharges and industrial waste that are considered a greater risk to GWMWater’s sewer system and treatment processes than category 1 and 2 customers.

Category 4 – Trade Waste customers

Trade Waste having characteristics that are outside the limits set by the Trade Waste Management Policy and Price Determination but which is capable of being treated by GWMWater’s wastewater treatment facility.

Category 3 and 4 - Trade Waste Agreements

On the acceptance of an application from a customer determined to be a Category 3 or 4 GWMWater will provide the customer with a Trade Waste Agreement in the form detailed in GWMWater’s Trade Waste Management Policy and Price Determination.

Both GWMWater 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, unless GWMWater has provided an interim Trade Waste Agreement to allow information to be obtained regarding the characteristics of the Trade Waste emitted by the customer.

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

GWMWater 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, the Trade Waste Management Policy and Price Determination.

4.3 Matters to be dealt with by a Trade Waste Agreement

GWMWater's Trade Waste Agreements will specify, as a minimum, the following:

- a) the parties to the agreement;
- b) the address of the premises from which the discharge to the sewerage system will take place;
- c) the discharge acceptance point and any sampling points;
- d) the sewerage treatment plant or plants that will or may receive and treat the Trade Waste (if known);
- e) the term of the agreement;
- f) the nature of the permitted activities conducted on the Trade Waste customer's premises which generate the Trade Waste;
- g) the customer's rights and obligations, or provide reference to where those rights and obligations are set out.

GWMWater's water business' rights and obligations, or provide reference to where those rights and obligations are set out; those rights will include:

- a) the circumstances in which GWMWater may require the customer to cease discharging Trade Waste into the sewerage system, and;
- b) the circumstances in which GWMWater may serve a non-compliance notice on the customer, and the consequences of non-compliance;
- c) any fees, charges, tariffs or prices payable by the Trade Waste customer, or provide reference to where they are set out (if applicable);
- d) the dispute resolution process, or provide reference to where the dispute resolution process is set out;
- e) the procedure for serving notices on the other party, or provide reference to where the procedure is set out;
- f) the relevant Trade Waste limitations, including times, rate, physical and chemical composition, prohibited substances, or reference to the approved acceptance criteria;
- g) any monitoring, sampling or maintenance requirements, or reference to where those requirements are set out; and
- h) only include matters appropriate to managing the discharge of Trade Waste.

4.4 Category 0 - Trade Waste customers

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

- a) discharge small quantities of Trade Waste to GWMWater's sewer and which is of a similar nature to domestic sewage; or
- b) operates a business of a type which discharges small quantities of Trade Waste to GWMWater's sewer and which is of a similar nature to domestic sewage,

will be considered Category 0 Trade Waste customers.

As stated on GWMWater's non-residential customer bills; if a Category 0 Trade Waste customer continues to discharge Trade Waste they will be taken to have entered into a default Trade Waste Agreement with GWMWater arising by customer conduct.

A listing of the types of customers that GWMWater would consider to fall into this category, as well as the default Trade Waste Agreement arising by customer conduct can be found on GWMWater's website.

GWMWater 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 GWMWater.

4.5 Amendments to a Trade Waste Agreement

A Trade Waste Agreement can only be amended where:

- a) if permitted by the Trade Waste agreement 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

GWMWater 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 GWMWater.

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 GWMWater, except where customer specific acceptance criteria has been agreed to by GWMWater (refer to clause 6.5 of this Trade Waste Customer Charter).

A statement of approved acceptance criteria for Trade Waste is available on GWMWater's website.

6.2 Changes to acceptance criteria

GWMWater will comply with the Trade Waste Management 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, GWMWater will consider the matters outlined in clause 2.2 and additionally other matters including:

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

If the transport or treatment of Trade Waste involves another water business, then GWMWater will consult that water business on the process to change or establish acceptance criteria applicable to that Trade Waste.

Subject to clause 6.5:

- a) a process to change approved acceptance criteria or customer-specific acceptance criteria may be initiated by GWMWater, a Trade Waste customer or the Commission; and
- b) GWMWater 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

GWMWater'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, GWMWater will:

- a) 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;
- b) 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;
- c) subject to any confidentiality requirement, publish all submissions received (on GWMWater's website); and
- d) undertake appropriate stakeholder consultation, which is open for at least 30 business days from the last date a stakeholder is notified.

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

- a) the reason for the amendment to the approved acceptance criteria, including the factors considered in establishing the amended criteria;
- b) details of the stakeholder consultation undertaken;
- c) a summary of concerns or comments raised in any submissions received during the stakeholder consultation period and a summary of any responses provided by GWMWater; and
- d) 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 Approval

On receipt of an application made under clause **Error! Reference source not found.**, the *Commission* may, in its absolute discretion:

- (a) approve the proposed *acceptance criteria*;
 - (b) reject the proposed *acceptance criteria*;
 - (c) require GWMWater to provide further information; or
 - (d) require changes to the proposed *acceptance criteria*.
- (b) The *Commission* will endeavour to respond to an application made under clause **Error! Reference source not found.**, within 80 *business days* of receipt to indicate:
- (a) whether the application has been approved or rejected or whether further information is required or amendments to the proposed

acceptance criteria are required; or

- (b) 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

GWMWater 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.

Subject to the receipt of any application fee, GWMWater will consider an application for customer specific acceptance criteria.

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

- 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.

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

GWMWater 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.

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

7 DISPUTE RESOLUTION

7.1 Complaints and Disputes policy

GWMWater will comply with its 'Complaints and Disputes' policy contained in GWMWater's 'Urban Customer Charter' 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.

GWMWater's 'Complaints and Disputes' policy is available on its website.

Where a complaint escalates beyond GWMWater's 'Complaints and Disputes' and relates to technical or economic aspects of Trade Waste management GWMWater will:

- a) with consent from the customer, engage the services of an independent expert or mediator to help resolve the complaint; and
- b) 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 Charter-or GWMWater's price determination.

8. Capacity Planning

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

This includes:

- 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.

7.2 PART D - Definitions

GWMWater	means Grampians Wimmera Mallee Water (ABN: 35 584 588 263)
Acceptance criteria	means the criteria applied by GWMWater to determine whether Trade Waste may be accepted into the sewerage system.
Approved acceptance criteria	means acceptance criteria 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 Monday to Friday excluding public holidays in Victoria.
Commission complaint	means the Essential Services Commission of Victoria. means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by GWMWater, including a failure of GWMWater to observe its published policies, practices or procedures
Customer	means a person who is: an owner and occupier of a property connected to GWMWater's sewerage system; or an owner of a property which is connected to GWMWater's sewerage system but is not an occupier; or an occupier of a property that is connected to GWMWater's sewerage system and is liable for usage charges; or an authorised representative of the owner or occupier of a property connected to GWMWater's sewerage system.
Customer Service Code	means the <i>Customer Service Code</i> Urban Water Businesses published by the Commission
Category 0 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 GWMWater 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 the Essential Services Commission, GWMWater Determination, made by the Commission under section 33 of the <i>Essential Services Commission Act 2001</i> and clause 10 and 14 of the <i>Water Industry Regulatory Order 2014</i> .

Sewage	means any human excreta or domestic waterborne waste, whether 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 GWMWater.
Statement of obligations	Means a statement of obligations made and issued by the Minister under section 41 or section 8 of the <i>Water Industry Act 1994</i>
Trade Waste	has the meaning given to that term in the relevant water law (charter, or regulation).
Trade Waste Agreement	means permission, consent, permit or other process to accept Trade Waste discharge.
Trade waster customer	means a <i>customer</i> who discharges or intends to discharge <i>trade waste</i> into a <i>water business's sewer</i> .
Trade Waste Code	means the Trade Waste Customer Service Code published by the Commission under Section 4F of the <i>Water Industry Act 1994</i> .
Trade Waste Management Policy	means the Trade Waste Management Policy published by GWMWater and amended from time to time (available on GWMWater's website).
Water law	means the <i>Water Act 1989</i> and the <i>Water Industry Act 1994</i> , and any regulations or subordinate legislation and guidance made under those Acts.

Interpretation

Any question as to whether GWMWater 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.