



**Greater  
Western  
Water**

# **Trade Waste Customer Charter**

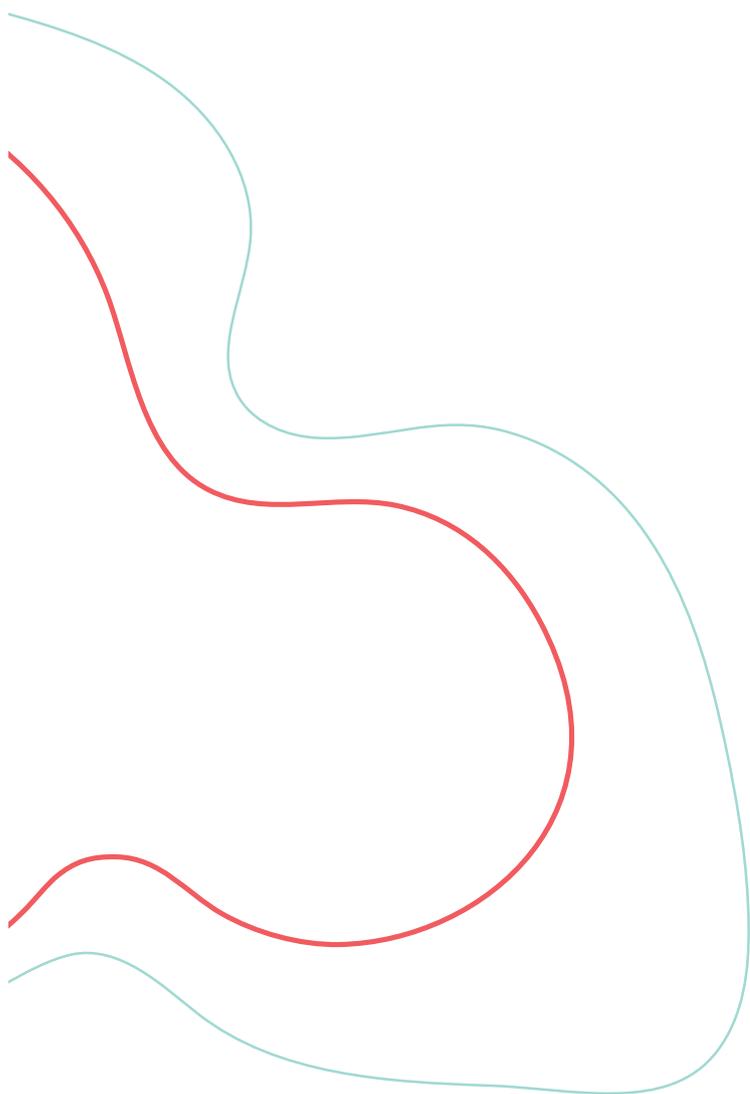
2021 – 2023



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# 1. Introduction

Greater Western Water (GWW) supplies water, sewerage, trade waste services and, where available, recycled water services to customers in Melbourne’s central business district, inner suburbs, western suburbs and outer western suburbs. We are one of three retail water corporations that service Melbourne.

We provide services and conduct our business in accordance with the *Trade Waste Customer Service Code: Victorian Urban Water Businesses*<sup>1</sup> (the Trade Waste Code) and, the *Water Act 1989*, the *Water Industry Act 1994* and other laws established by Government.

For more information, visit our [website](#). To receive hard copy documents, call 13 44 99 (Customer Service, Monday to Friday 8.30am to 5pm) and ask to have documents mailed to you.

## 1.1. About our trade waste program

### What is ‘trade waste’?

Trade waste is liquid wastewater from a commercial or industrial entity that enters the sewer system. This includes all wastewater that is generated from preparing or cooking food, washing dishes or cleaning that goes down the drain.

The *Water Act 1989* requires that trade waste be only discharged into a sewerage system in accordance with a trade waste agreement. *The Water (Trade Waste) Regulations 2014* describe trade waste for the purposes of the Act.

Through our trade waste program, we work with our industrial and commercial customers and our community to:

- protect the health and safety of sewer workers
- protect the integrity of sewerage system assets
- protect the sewage treatment plant processes
- protect the environment
- facilitate and provide opportunities for the reuse of effluent and biosolids.

For more information, see our [website](#) or by calling:

Phone	Customer Service: 13 44 99 (Monday to Friday 8:30am to 5pm) TTY: 133 677 Interpreter Service: (03) 9313 8989
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## 1.2. About the Trade waste customer charter

This *Trade waste customer charter* outlines the rights and obligations between GWW (us) and the trade waste customers we serve (you). It:

- informs you about our trade waste services and yours and our rights and responsibilities
- allows for consistent, transparent and timely decision making for trade waste applications and management
- ensures trade waste services comply with the Essential Services Commission’s requirements.

We also have a *Residential customer charter* and a *Business and non-residential customer charter* that refer to the rights and obligations of those customers. This document should be read in conjunction with our *Business and non-residential customer charter*.

Copies of all charters are available from our [website](#) or by contacting us.

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1 As set out by our regulator, the Essential Services Commission – the independent economic regulator established by the State Government of Victoria, Australia to regulate Victoria’s energy, water and transport sectors, administer the rate-capping system for the local government sector and administer the Victorian Energy Efficiency Target (VEET) scheme.

## 1.3. About Greater Western Water

On 1 July 2021, Greater Western Water became the new water corporation for Melbourne's CBD and north western region, bringing together the areas previously known as City West Water and Western Water.

Greater Western Water has a 3700 square kilometre service area, stretching from Melbourne's CBD, inner and north west suburbs through the Melton and Sunbury growth corridors to Bacchus Marsh and the Macedon Ranges. Greater Western Water brings together the best of City West Water and Western Water to continue to meet the growing demands of this fast-growing region and maintain the reliable, efficient and affordable water services that are so important to our customers and community. As we work to align all services within the Greater Western Water area, you may sometimes be directed to information based on the location of your property or business. You may also see some references to areas previously known as City West Water or Western Water.

To find the information relevant to your property or business, refer to figure 1 below or go to [www.gww.com.au](http://www.gww.com.au) and enter your postcode. You can also contact us on 13 44 99.

## 1.4. Dispute resolution

We will comply with this document 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.

Where a complaint relates to technical or economic aspects of a trade waste agreement, we may:

- 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 Essential Services Commission (ESC) consider whether the water business has complied with the *Trade Waste Code*, the *Customer Service Code: Urban Water Businesses* or our price determination.

Where a complaint relates to any decision, act or omission by another water authority, we will notify the customer of the involvement of the other water authority.

For more information on our policies relating to complaint resolution, visit our [website](#).

## 1.5. Structure of this charter

The content of this document is governed by the requirements set out in the *Trade Waste Code*.

This *charter* is structured as follows:

- [Part A \(Section 2 and Section 3\)](#) deals with trade waste application and risk assessment processes
- [Part B \(Section 4 to Section 6\)](#) deals with trade waste agreements, acceptance criteria and fees.

**Figure 1. Greater Western Water’s service area (consisting of historical City West Water and Western Water service areas)**



# Application and risk assessment



## 2. Application to discharge trade waste

To protect the sewer system, some trade waste may need to be treated before it is discharged. Treatment might include removing harmful chemicals or fats or correcting the characteristics of the wastewater, like its pH or temperature.

Every business that discharges wastewater (other than domestic wastewater) into our sewer system must have a trade waste agreement with us.

### 2.1. Completing your application

We will consider all applications for the discharge of trade waste to the sewerage system.

Application forms are available online from our [website](#) or from our offices. When you apply, you will need to:

- fill out the form that relates to your type of business and the location of your business
- pay any relevant application fees<sup>2</sup>
- provide all relevant supporting information as specified in the application form.

Customers are welcome to contact us to discuss your application before you lodge it.

Phone	Customer Service: 13 44 99 (Monday to Friday 8:30am to 5pm) TTY: 133 677 Interpreter Service: (03) 9313 8989
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### 2.2. Responding to your application

We will respond to all applications for a trade waste agreement within 10 business days of receiving the application. We will advise you:

- if the application has been accepted (or accepted with amendments)
- if a longer period is needed to assess the application, when a decision will be made and why
- if we need more information to make a full assessment and what that information required is.

If we reject an application for a trade waste agreement, we will give you a statement of reasons for the rejection.

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2 Depending on where you live and the application, application fees may be paid with the application or after the agreement is issued.

## 3. Trade waste risk management

### 3.1. Classifying customer risk

#### Purpose of classification

Different forms of trade waste pose different risks to the sewage treatment process. Therefore, each trade waste agreement application is assessed and assigned a 'risk rank'.

We will assess all applications for the discharge of trade waste to the sewerage system in accordance with our *Sewage quality policy* and our Trade Waste Management Procedures to establish:

- the type of agreement that applies to the customer (see [Section 4](#))
- the relevant application fees
- the relevant renewal fee (for existing agreements at the end of their current term)
- any annual trade waste management fee
- the required frequency of trade waste discharge sample monitoring and reporting
- the applicable trade waste tariff structure and billing cycle
- any applicable pre-treatment apparatus requirements.

For more information on our policies relating to sewage quality, visit our [website](#) or contact us.

#### Classification process

We classify trade waste customers according to a 'risk rank algorithm'.<sup>3</sup> Assessment and risk classification will reflect:

- the level of complexity involved in the assessment of the application
- the type, quality and quantity of the prospective discharge, and therefore the level of complexity of receiving and managing the trade waste stream
- the level of resources required to monitor performance and ensure compliance with the trade waste agreement.

Our trade waste customer classification process takes into account specific customer information and discharge characteristics 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 history for that customer.

On request, we will provide an explanation of the classification.

We reserve the right to change the classification of any trade waste customer due to any material change in the customer's circumstances or if other new information comes to our attention.

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3 For more information on this algorithm (which depends on the location of your property), visit our [website](#) or contact us.

## 3.2. Identifying and mitigating risk

### Risks identified by us

In addition to the initial assessment and classification of risk, we may complete additional risk assessments during the term of any trade waste agreement.

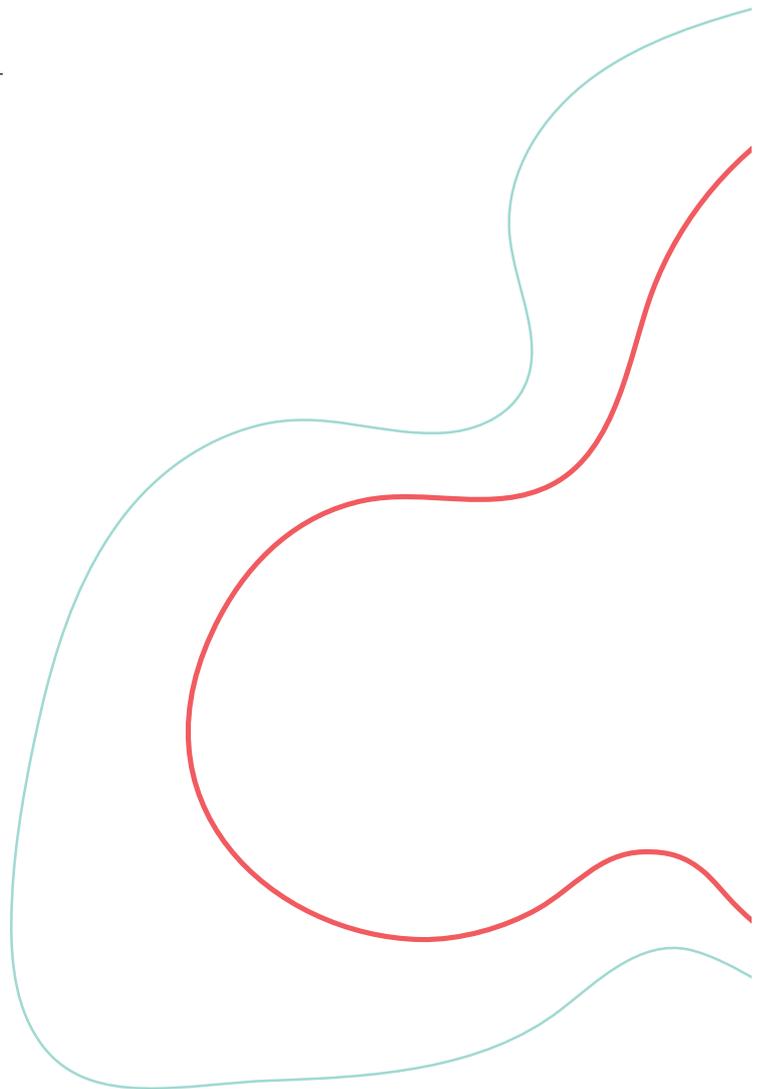
We will advise customers of:

- any identified risks associated with their trade waste discharge
- any mitigation measures they will be required to implement to manage newly identified risks. Such mitigation may include process modification, monitoring requirements or additional pre-treatment apparatus to meet acceptance criteria or other requirements within the trade waste agreement.

### Risk assessment of the trade waste customer

We may:

- require a customer to conduct their own risk assessments to identify potential causes of non-compliant trade waste discharge
- require a customer to discuss the findings of their risk assessment
- 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 our operations.



# Agreements, acceptance criteria and fees



## 4. Trade waste agreements

Before discharging trade waste into our sewer system, customers must enter into a trade waste agreement with us. All trade waste agreements outline the conditions under which trade waste can be discharged into the sewerage system and specify requirements the customer must meet.

### 4.1. Types of agreement

We have different forms of agreements to reflect the different risks and other factors associated with trade waste.

Non-residential customers who discharge low volumes of low strength wastewater, similar to a normal residential household, are 'Deemed customers' (see Section 4.4 of this document).<sup>4</sup>

The following trade waste agreement types are 'site-specific' and need to be negotiated with us.

#### Trade waste agreement

Trade waste agreements are issued to customers determined by us to represent a high risk to the sewerage system. For the agreement to take effect, it must be signed by us and the customer. Customers cannot begin to discharge waste to the sewerage system before the agreement is signed.

Trade waste agreements typically include requirements such as:

- customer sampling programs
- pre-treatment installation and maintenance requirements
- flow meter installation and read submission requirements
- completion of a risk assessment (see Section 3.2 of this document)
- a trade waste or resource management plan
- a variation from the *Approved Acceptance Criteria* for discharge to the sewerage system.

See our [website](#) for examples of trade waste agreements that may be applicable for your location and business type.

#### Trade waste consent

Trade waste consents are issued to customers determined by us to represent a lower risk to the sewerage system. Consents are entered into when we issue the consent and the customer begins discharging the trade waste to the sewerage system.

Typical trade waste consents include requirements such as:

- simple customer monitoring programs
- pre-treatment maintenance requirements
- *Approved Acceptance Criteria* for discharge to the sewerage system.

For a trade waste consent to be valid, a signature from the customer is not required.

For more information on trade waste agreements, the *Approved Acceptance Criteria* depending on the location of your property and examples of trade waste agreements that may be applicable for your location and business type, visit our [website](#) or contact us.

#### Trade waste owner's consent

A Trade waste owner's consent is issued to the owner (or owner's representative) of a property in the following circumstances:

- an occupier discharging trade waste to the sewer network via a pre-treatment apparatus ceases to discharge trade waste
- the pre-treatment apparatus remains in place however is no longer used due to a change in the business type or the property being vacant
- the Trade waste owner's consent permits the pre-treatment to remain connected.

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4 For a copy of the default deemed trade waste agreement, and a listing of the types of customers that are classed as 'deemed', visit our [website](#) or contact us.

The owner, or owner's representative, will maintain responsibility for the pre-treatment apparatus until either:

- a future occupier intends to use the pre-treatment apparatus, or
- the disused pre-treatment apparatus has been disconnected from the sewer and decommissioned.

For a trade waste owner's consent to be valid, a signature from the owner (or owner's representative) is not required. We may apply fees for Trade waste owner's consents.

For more information on trade waste owner's consents and examples of trade waste owner's consents that may be applicable for your location and business type, visit our [website](#) or contact us.

### 4.2. Identifying trade waste customers

We will endeavour to identify all trade waste customers in our service area and ensure that each identified customer has a relevant trade waste agreement or consent.

### 4.3. Matters to be dealt with by a trade waste agreement

Trade waste agreements will only include matters appropriate to managing the discharge of trade waste and 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 sewage treatment plant or plants that will or may receive and treat the trade waste
- the term of the agreement
- the nature of the permitted activities conducted on the customer's premises that generate the trade waste

- the customer's rights and obligations, or a reference to where those rights and obligations are set out
- our rights and obligations – or a reference to where those rights and obligations are set out – which will include the circumstances in which we may:
  - require you to cease discharging trade waste into the sewerage system
  - serve a non-compliance notice on you, 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 (if applicable)
- the dispute resolution process, or a reference to where the dispute resolution process is set out
- the procedure for serving notices on the customer, or a reference to where the procedure is set out
- the relevant trade waste limitations, including days and hours of operation, flow rate, physical and chemical composition, prohibited substances, or reference to the *Approved Acceptance Criteria* for discharge to the sewerage system<sup>5</sup>
- any monitoring, sampling or maintenance requirements, or reference to where those requirements are set out.

### 4.4. Deemed customers

We have a number of non-residential customers who discharge to the sewerage system that technically fall under the definition of 'trade waste', but are considered too small and/or do not discharge effluent that poses a sufficient enough risk for us to require a site-specific trade waste agreement.

Under the [Trade Waste Code](#), customers who discharge trade waste that is similar in nature to domestic sewage, at our discretion, may have their agreement arise automatically through customer conduct. These customers will be classified as 'deemed' trade waste customers and will be considered to have entered into a default trade waste agreement with us if they continue to discharge to the sewerage system.

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5 For more information on the *Approved Acceptance Criteria* depending on the location of your property, visit our [website](#) or contact us.

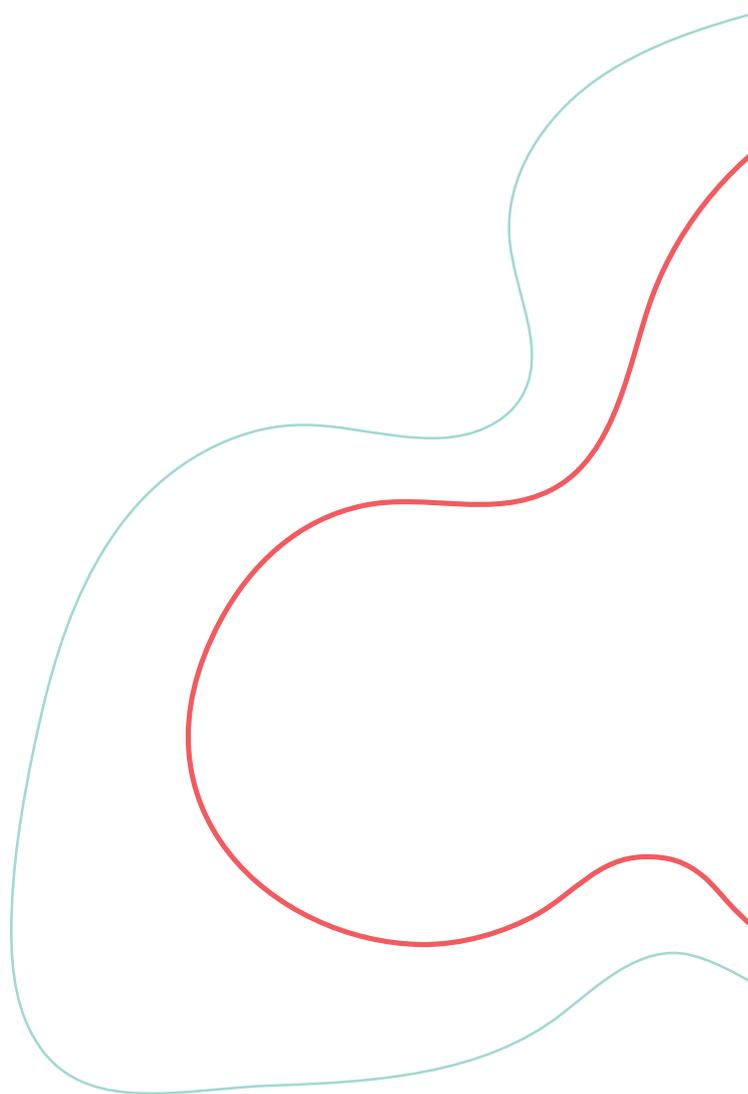
The default deemed trade waste agreement, *default deemed letter of consent to discharge*, and a listing of the types of customers that are classed as 'deemed', can be found on our [website](#) or by contacting us.

We have the right to change any trade waste customer's classification due to their changed circumstances or new information coming to our attention (see Section 3.1).

#### **4.5. Amendments to a trade waste agreement**

A trade waste agreement can only be amended in accordance with the terms of the agreement where either:

- the trade waste customer is notified of the amendment in writing
- the amendment is in writing and signed by both parties.



## 5. Acceptance criteria

Acceptance criteria outline the limits on discharge to the sewerage system to which trade waste customers must comply. Acceptance criteria must be approved by the ESC.<sup>6</sup>

The current form of acceptance criteria applied by us is the *Approved Acceptance Criteria* for discharge to the sewerage system.

A trade waste customer must only discharge trade waste to the sewerage system in compliance with its trade waste agreement. The agreement may incorporate both:

- our approved acceptance criteria
- any relevant customer-specific acceptance criteria.

For more information on trade waste consents, the *Approved Acceptance Criteria* depending on the location of your property, visit our [website](#) or contact us.

### 5.1. Amending an approved acceptance criteria

From time-to-time approved acceptance criteria need to be amended to respond to emerging sewer management issues. Any amendments to the approved acceptance criteria will be made in accordance with the *Trade Waste Code*, this document, any existing trade waste agreement and our *Sewage Quality Policy* and/or procedures.

#### Proposing an amendment

A process to amend approved acceptance criteria may be initiated by us, a trade waste customer or the ESC.

When proposing an amendment to approved acceptance criteria, we will consider the matters outlined through the classification process (see [Section 3.1](#)), along with other matters including:

- our statement of obligations
- any requirement in law
- the *Australian Sewage Quality Management Guidelines* (June 2012)

- exposure standards prescribed by Safe Work Australia for atmospheric contaminants
- explosive limits for gaseous emissions
- Environment Protection Authority (EPA) licence conditions
- EPA guidelines, codes and publications
- resource recovery, cleaner production, asset protection and risk mitigation.

If the transport or treatment of trade waste involves another water corporation, we will consult that water corporation on the process to change or establish acceptance criteria applicable to that trade waste.

#### Application and approval process

Before applying to the ESC to approve an amendment to the approved acceptance criteria, we will:

- advertise on our [website](#) and notify stakeholders (including potentially affected trade waste customers, the ESC and the EPA) that we are considering a change to our approved acceptance criteria or are establishing approved acceptance criteria
- call for submissions from interested parties and note that submissions will be published on our [website](#) unless we are notified that a submission or part of a submission is confidential
- subject to any confidentiality requirement, publish all submissions received on our [website](#)
- undertake appropriate stakeholder consultation, which is open for at least 30 business days from the last date a stakeholder is notified.

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<sup>6</sup> Approval must be in accordance with clauses 6.1(c) or 6.4 of the *Trade Waste Code*.

We will ensure that any application to the ESC to amend the approved acceptance criteria is accompanied by supporting information including:

- the reason for the amendment, including the factors considered in establishing the new approved acceptance criteria
- details of stakeholder consultation undertaken
- a summary of concerns or comments raised in any submissions received and during the stakeholder consultation period and a summary of any responses provided by us
- 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.

## **5.2. Customer-specific acceptance criteria**

To satisfy the specific requirements of a customer and/or the sewerage system, we may require a trade waste customer to comply with customer-specific acceptance criteria in addition to, or instead of, some or all of the approved acceptance criteria.

Subject to the receipt of an appropriate application fee from a trade waste customer, we will consider an application for customer-specific acceptance criteria. We will respond to an application for customer-specific acceptance criteria within 10 business days of receiving the application and we will advise:

- if the application has been accepted (or accepted with amendments) or not
- if a longer period is needed to assess the application, or
- when a decision will be made.

If we give the customer a notice of rejection or acceptance with amendments, we will provide a statement of reasons at the same time.

A process to change customer-specific acceptance criteria may be initiated by us, a trade waste customer or the ESC. However, subject to the *Application and approval process* (see Section 5.1), we are not obliged to:

- change any customer-specific acceptance criteria
- apply for the ESC's approval to change any customer-specific acceptance criteria.

We will maintain a register of all customer-specific acceptance criteria detailing:

- the name and address of the trade waste customer
- the receiving sewage catchment or treatment plant
- the particular acceptance criteria parameter
- the requested limit for the parameter
- the current approved acceptance criteria limit for the parameter.

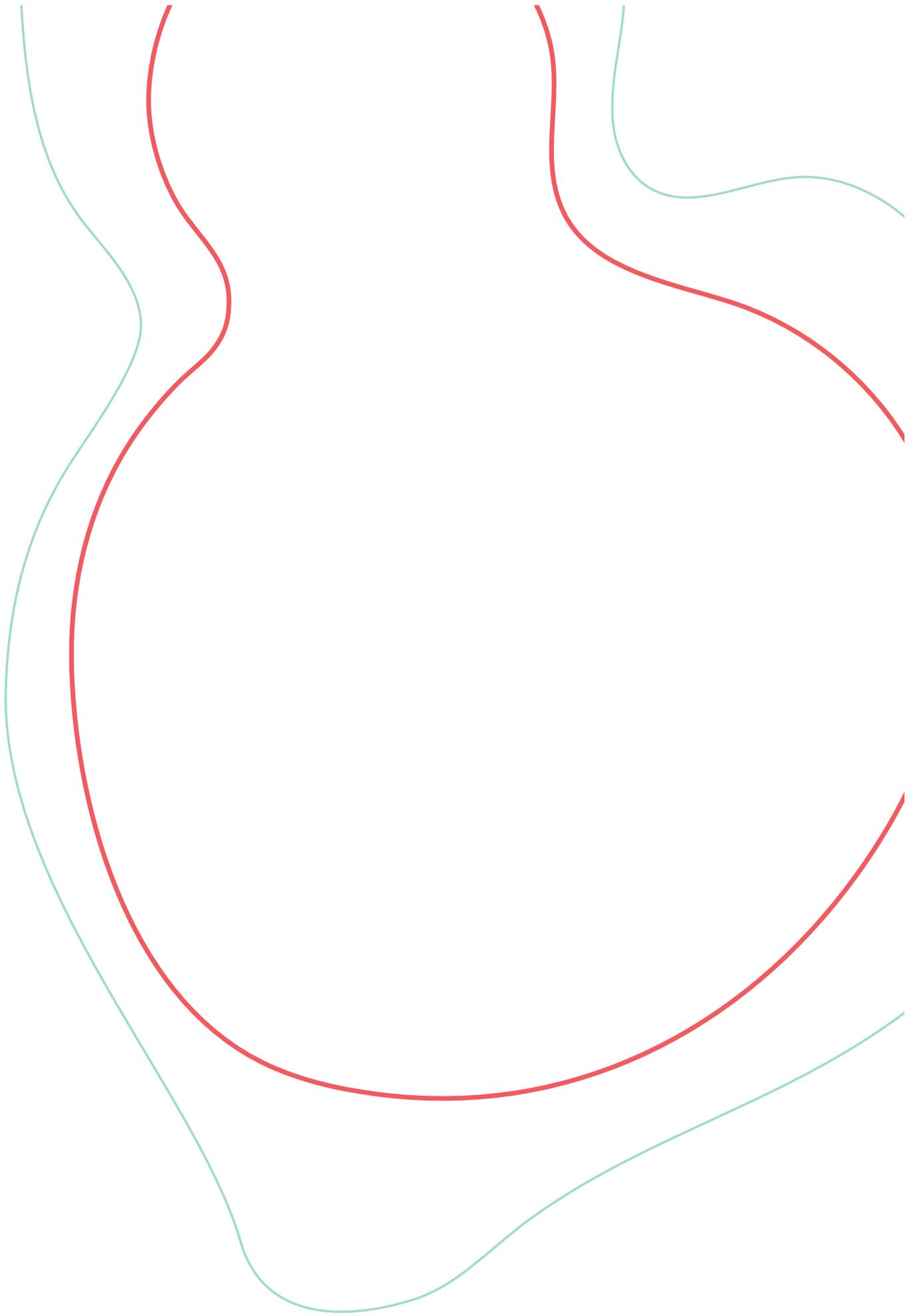
The register must also include all applications for customer-specific acceptance criteria or for amendments to such acceptance criteria, including our decision and the basis for that decision.

We will provide the ESC with a copy of the register on request.

## **6. Trade waste charges and fees**

We will only impose fees and charges related to trade waste in accordance with the prices and pricing principles set out in the price determination made by the ESC.

Our approved pricing schedule for trade waste is available in our website.



# Appendices



## **A. Specific obligations with respect to the Trade waste customer charter**

### **A.1. Commencement**

This Trade waste customer charter 2021 – 2023 applies from 1 July 2021.

### **A.2. Amendment**

We will consult with trade waste customers on any changes to this charter and inform each trade waste customer of any material changes to this charter within the next billing cycle. The details of any changes will be available on our website or upon request.

### **A.3. Offence**

Under the *Water Act 1989*, it is an offence for a person to cause or permit the discharge of trade waste to the sewerage system without a trade waste agreement.

### **A.4. Interpretation**

Any question as to whether we have complied with the *Trade Waste Code* will be determined by the ESC on the basis of their 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.

### **A.5. Sewerage system capacity planning**

Our ability to accept and treat trade waste is regularly considered as part of our business planning processes.

## B. Definitions

Business Day	means Monday to Friday excluding public holidays in Victoria.
Complaint	means a written or verbal expression of dissatisfaction about an action, proposed action, or failure to act by Greater Western Water, including a failure of Greater Western Water to observe its published policies, practices or procedures.
Customer	means a person who is: <ul style="list-style-type: none"> <li>a. an owner and occupier of a property connected to Greater Western Water’s sewerage system; or</li> <li>b. an owner of a property which is connected to Greater Western Water’s sewerage system but is not an occupier; or</li> <li>c. an occupier of a property that is connected to Greater Western 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 Greater Western Water’s sewerage system.</li> </ul>
Customer Service Code	means the Customer Service Code – Metropolitan and Regional Water Businesses published by the Commission under Section 4F of the <i>Water Industry Act 1994</i> .
Discharge Acceptance Point	means the point at which the Trade Waste is permitted to enter the sewerage system.
Price Determination	means the current Pricing Determinations applicable to Greater Western Water as made by the Commission under section 33 of the Essential Services Commission Act 2001 and clause 8 of the Water Industry Regulatory Order 2003.
Domestic 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 Greater Western Water.
Trade Waste	has the meaning given to that term in the relevant water law.
Trade Waste Agreement	means written permission, consent, permit or other process to accept Trade Waste discharge.
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 <i>Water Industry Act 1994</i> .
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.





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