TRADE WASTE CUSTOMER CHARTER

This Trade Waste Customer Charter should be read in conjunction with our Business Customer Charter.
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WHAT IS TRADE WASTE?
Trade Waste is wastewater produced from the operations of industry and commercial businesses, which is discharged to the sewerage system. It is usually more contaminated than normal domestic sewerage and it may contain chemicals, metals, high organic loads, fats, greases or detergents.

WHY MANAGE TRADE WASTE SEPARATELY?
The presence of Trade Waste in the sewerage system increases the risk of environmental damage and increases the cost and risk associated with sewage treatment. Trade Waste must be treated at a sewage treatment plant before it can be safely recycled or discharged to the environment.

Under the Water Act 1989 and the Water Industry Act 1994, 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.

WHAT IS THIS CHARTER?
This Trade Waste Charter outlines the Trade Waste services we provide and the respective rights and responsibilities of Yarra Valley Water and its customers. This Trade Waste Customer Charter should be read in conjunction with our Business Customer Charter. Both Charters are available at yvv.com.au/charters.

The purpose of this Trade Waste Charter is:

- provide information to customers about Yarra Valley Water’s Trade Waste application and management processes to ensure that decision making is consistent, transparent and timely; and
- ensure Yarra Valley Water’s Trade Waste services comply with the Essential Services Commission’s (ESC) requirements.
PROVISION OF TRADE WASTE SERVICES

01 APPLICATION TO DISCHARGE TRADE WASTE

1.1 Making an application
Yarra Valley Water will consider all applications for the discharge of Trade Waste to the sewerage system if the application includes:
- a completed Trade Waste Services Application Form,
- supporting information specified in the application form.
An application form, together with any relevant documentation can be:
- downloaded from yvw.com.au/tradewaste
- obtained by visiting Yarra Valley Water in Mitcham
- obtained by calling us on 1300 304 688 or emailing tradewaste@yvw.com.au.
Prior to submitting an application, customers are encouraged to contact Yarra Valley Water to ensure that all required information is provided in the application and to obtain assistance preparing the application if required.

1.2 Responding to an application
Yarra Valley Water will provide a response to all applications for the discharge of 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
- if a longer period is required to assess the application, when a decision will be made and an explanation for requesting a longer period; or
- if further information is required to enable a full assessment and what further information must be provided by the applicant.

1.3 Rejecting an application
If Yarra Valley Water provides a notice of rejection under section 1.2, it will also provide a statement of reasons for the rejection at the same time.

02 CLASSIFICATION OF TRADE WASTE

2.1 Classification requirement and purpose
Yarra Valley Water has a classification system for Trade Waste. The classification determines the Trade Waste agreement type and also the pricing structure applicable to each Trade Waste customer.

The classification reflects the type, quality and quantity of the prospective discharge, and therefore the level of complexity of receiving and managing the Trade Waste stream.

Yarra Valley Water will assess all new applications for the discharge of Trade Waste to the sewerage system in accordance with Yarra Valley Water’s policies and procedures.

Yarra Valley Water will classify Trade Waste in order to establish:
- the type of agreement applicable to the customer
- the Trade Waste tariff structure and billing cycle (if applicable)
- the risk ranking of the waste
- the frequency of inspection and discharge sample monitoring and
- any special terms and conditions.

2.2 Classification process
Yarra Valley Water classifies Trade Waste with consideration to the type of business, industry or activity carried out by the customer and the risk associated with the acceptance of the customer’s Trade Waste. This is done in accordance with Yarra Valley Water’s Trade Waste policies and procedures.

Yarra Valley Water will take into account any other matter, including:
- the nature and quality of the customer’s Trade Waste
- the rate of discharge, including the peak rate and total daily volume
- the hours and days of the week when waste can be discharged
- the processes and equipment used to pre-treat waste before discharge to sewer
- any flow meter used to measure the waste stream
- the customer location relative to treatment plant
- the compliance performance history for the customer (where available)
- any risk to 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
- any risk to the environment (water, land or air).

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

2.3 Explanation of basis for classification
Yarra Valley Water will provide an explanation of the classification ascribed to the customer on receipt of a request from the customer.
PROVISION OF TRADE WASTE SERVICES (CONT.)

03 RISK IDENTIFICATION AND MITIGATION

3.1 Risk assessment by Yarra Valley Water

Yarra Valley Water will conduct a risk assessment for all applications to discharge Trade Waste to the sewerage system in accordance with Yarra Valley Water’s Trade Waste policies and procedures.

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

Yarra Valley Water will advise the customer of:

- any identified risks associated with the discharge
- 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 approved acceptance criteria. Typical pre-treatment requirements are available by contacting Yarra Valley Water.

3.2 Risk assessment by the customer

Yarra Valley Water may:

- require a customer to conduct their own risk assessment to identify potential causes of non-compliant Trade Waste discharges
- require a customer to provide and discuss the findings of the risk assessment with Yarra Valley Water
- 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 Yarra Valley Water.

04 TRADE WASTE AGREEMENTS

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

4.1 Form of agreement

The category of Trade Waste determines the form of Trade Waste Agreement and also the pricing structure.

The categories are described below:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>TYPICAL TYPES OF CUSTOMERS</th>
<th>FORM OF AGREEMENT</th>
<th>FEES AND CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Discharge volume greater than 1,000 kilolitres/year</td>
<td>Industrial factories and large commercial businesses (e.g. chemical processing, food manufacturing, large shopping centre)</td>
<td>Trade Waste Agreement (signed by both parties)</td>
<td>Application fee, Contract fee and Discharge fee</td>
</tr>
<tr>
<td>B</td>
<td>Discharge volume less than 1,000 kilolitres/year</td>
<td>Commercial businesses (e.g. restaurant, takeaway, car wash, laundromat)</td>
<td>Trade Waste Consent issued by Yarra Valley Water or Trade Waste Agreement (signed by both parties)</td>
<td>Application fee and Contract fee</td>
</tr>
<tr>
<td>C*</td>
<td>Small volumes which are of a similar nature to domestic sewage</td>
<td>Minor Trade Waste Customers (e.g. chemist, florist)</td>
<td>Minor Trade Waste Agreement (yvw.com.au/tradewaste)</td>
<td>No fees</td>
</tr>
</tbody>
</table>

* Refer to section 4.4 for further explanation.
4.2 Identification of Trade Waste

Yarra Valley Water will endeavour to identify all customers that discharge Trade Waste in its district and ensure that each customer has a Trade Waste Agreement in accordance with this Trade Waste Charter and Yarra Valley Water’s Trade Waste policies and procedures.

4.3 Matters to be dealt with by a Trade Waste Agreement

Yarra Valley Water’s Trade Waste Agreement 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 (if known)
- the term of the agreement
- the nature of the permitted activities conducted on the 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
- Yarra Valley Water’s rights and obligations as service provider, or provide reference to where those rights and obligations are set out
  - the circumstances in which Yarra Valley Water may require the customer to cease discharging Trade Waste into the sewerage system, and
  - the circumstances in which Yarra Valley 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 customer, or provide reference to where they are set out (if applicable)
- 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.

The agreement may only include matters appropriate to managing the discharge of Trade Waste.

4.4 Minor Trade Waste customers

Yarra Valley Water has a number of non-residential customers whose discharge to the sewerage system would be defined as Trade Waste but are considered by Yarra Valley Water to be exempt from Trade Waste fees and charges as they do not warrant the additional level of administration required. These customers are classified as Minor Trade Waste customers at Yarra Valley Water’s discretion. These customers discharge small quantities of Trade Waste which is of a similar nature to domestic sewage. Yarra Valley Water has published a Minor Trade Waste agreement on its website and customers will be notified accordingly that they will automatically enter into that agreement if they continue to discharge.

Yarra Valley Water has the right to change any Trade Waste classification due to the customer’s changed circumstances or new information coming to the attention of Yarra Valley Water, or a change to Yarra Valley Water’s policies and procedures.

Refer to section 2.2 for more information on Yarra Valley Water’s Trade Waste classification process.

4.5 Amendments to a Trade Waste Agreement

A Trade Waste Agreement can only be amended (excluding a change to the approved acceptance criteria) if either:

- permitted by the Trade Waste agreement and the customer is notified of the amendment in writing, or
- the amendment is in writing and signed by both parties.
05 FEES AND CHARGES

Yarra Valley 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 ESC.

Yarra Valley Water’s approved pricing schedule for Trade Waste is available at yvw.com.au/tradewaste.

06 APPROVED ACCEPTANCE CRITERIA

6.1 Maintain approved acceptance criteria

A customer must only discharge Trade Waste to the sewerage system in compliance with its Trade Waste Agreement, which includes the acceptance criteria established by Yarra Valley Water and approved by the ESC.

The exception is where customer specific approved acceptance criteria has been agreed to by Yarra Valley Water (refer to section 6.4).


6.2 Changes to approved acceptance criteria

Yarra Valley Water will comply with Yarra Valley Water’s Trade Waste policies and procedures, the ESC’s Trade Waste Customer Service Code and this Trade Waste Charter when introducing amendments to the approved acceptance criteria and customer specific acceptance criteria for Trade Waste.

Yarra Valley Water will consider the matters outlined in section 2.2 and additionally other matters including:

- Yarra Valley Water’s Statement of Obligations
- the ESC’s Trade Waste Customer Service Code
- any requirement in law
- Australian Sewage Quality Management Guidelines 2012 (or superseding document)
- exposure standards prescribed by Safe Work Australia for atmospheric contaminants
- explosive limits for gaseous emissions (5% Lower Explosive Limit [LEL])
- Environment Protection Authority (EPA) licence conditions
- EPA guidelines, codes and publications.

If the transport or treatment of Trade Waste involves another water business and/or Melbourne Water, then Yarra Valley Water will consult that water business and/or Melbourne Water on the process to change or establish approved acceptance criteria applicable to that customer.

Subject to section 6.4:

- a process to change the approved acceptance criteria or customer specific approved acceptance criteria may be initiated by Yarra Valley Water, a customer or the ESC
- Yarra Valley Water has no obligation to change any customer specific approved acceptance criteria or apply for the ESC’s approval to change the approved acceptance criteria at a customer’s request.

6.3 Amendment to approved acceptance criteria

Yarra Valley Water’s approved acceptance criteria will only be amended with the ESC’s prior written approval.

Prior to applying for the ESC’s approval of an amendment to the approved acceptance criteria, Yarra Valley Water will:

- advertise on its website and notify all stakeholders (including potentially affected customers, the ESC and the EPA) 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 yvw.com.au
- undertake appropriate stakeholder consultation, which is open for at least 30 business days from the last date a stakeholder is notified.
Yarra Valley Water will ensure that any application to the ESC 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 Yarra Valley Water
- 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 approved acceptance criteria

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

Yarra Valley Water will respond to an application for customer specific approved 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
- if a longer period is required to assess the application, when a decision will be made and an explanation for requesting a longer period; or
- if further information is required to enable a full assessment and what further information must be provided by the applicant.

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

Yarra Valley Water will maintain a register of all customer specific approved acceptance criteria detailing the name and address of the customer, the receiving sewage catchment or treatment plant, the parameter, the requested limit for the parameter and the approved parameter limit.

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

Yarra Valley Water will provide the ESC with a copy of the register on request.
07 DISPUTE RESOLUTION

7.1 Complaints and disputes policy

Yarra Valley Water will comply with its complaints process and the terms of the Trade Waste Agreement in dealing with any complaint made by the customer or any dispute arising from the Trade Waste Agreement.

Yarra Valley Water’s complaints process can be viewed at yvw.com.au/feedback.

Where a complaint escalates beyond Yarra Valley Water’s complaints process and relates to technical or economic aspects of Trade Waste management, Yarra Valley Water will:

► with consent from the customer, engage the services of an independent expert or mediator to help resolve the complaint;
► advise the customer that it may request that the ESC consider whether Yarra Valley Water has complied with the ESC’s Trade Waste Customer Service Code, the Customer Service Code or Yarra Valley Water’s price determination.

7.2 Matters involving more than one water business

Where a complaint relates to any decision, act or omission by a water business other than Yarra Valley Water or by Melbourne Water; Yarra Valley Water will notify the customer of the other water business or Melbourne Water’s involvement.

SEWERAGE SYSTEM CAPACITY PLANNING

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

INTERPRETATION

This charter has been developed in accordance with the ESC’s Trade Waste Customer Service Code.

Any question as to whether Yarra Valley Water has complied with the ESC’s Trade Waste Customer Service Code and/or this charter will be determined by the ESC on the basis of the ESC’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.
DEFINITIONS

Approved acceptance criteria means acceptance criteria which have been approved by the ESC in accordance with clauses 6.1(c) or 6.4 of the ESC’s Trade Waste Customer Service Code and applied by Yarra Valley Water to determine the characteristics of Trade Waste which may be accepted into the sewerage system.

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 Yarra Valley Water, including a failure of Yarra Valley Water to observe its published policies, practices or procedures.

Customer means a person who is:
   a) an owner and occupier of a property connected to Yarra Valley Water’s sewerage system, or
   b) an owner of a property which is connected to Yarra Valley Water’s sewerage system but is not an occupier, or
   c) an occupier of a property that is connected to Yarra Valley Water’s sewerage system and is liable for usage charges, or
   d) an authorised representative of the owner or occupier of a property connected to Yarra Valley Water’s sewerage system.


Discharge acceptance point means the point at which the Trade Waste enters the sewerage system.

ESC means the Essential Services Commission of Victoria.

Melbourne Water means the Melbourne Water Corporation (ABN 81 945 386 953) and any successor in law.

Minor Trade Waste customer means customers that discharge small quantities of Trade Waste which is of a similar nature to domestic sewage and who, as a result of this discharge are taken to have entered into a default Trade Waste Agreement with Yarra Valley Water arising by customer conduct in accordance with section 4.4.

Price determination means the current Yarra Valley Water Determination made by the ESC under section 33 of the Essential Services Commission Act 2001 and clause 8 of the Water Industry Regulatory Order 2014.

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 Yarra Valley Water or another water business.

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


Trade Waste Management Policy means the Trade Waste Management Policy administered by Yarra Valley Water and amended from time to time.


Yarra Valley Water means Yarra Valley Water, ABN 93 066 902 501.
## CONTACT US

### ENQUIRIES
1300 304 688

### FAULTS & EMERGENCIES
Call us 24 hours a day, 7 days a week
13 2762

### HEARING IMPAIRED SERVICE
13 3677

### TRANSLATING & INTERPRETING SERVICE
For language assistance

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For other language assistance, please call ezispeak.

For all other languages, call 1300 976 224.

### Email
enquiry@yvw.com.au

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**yvw.com.au**