

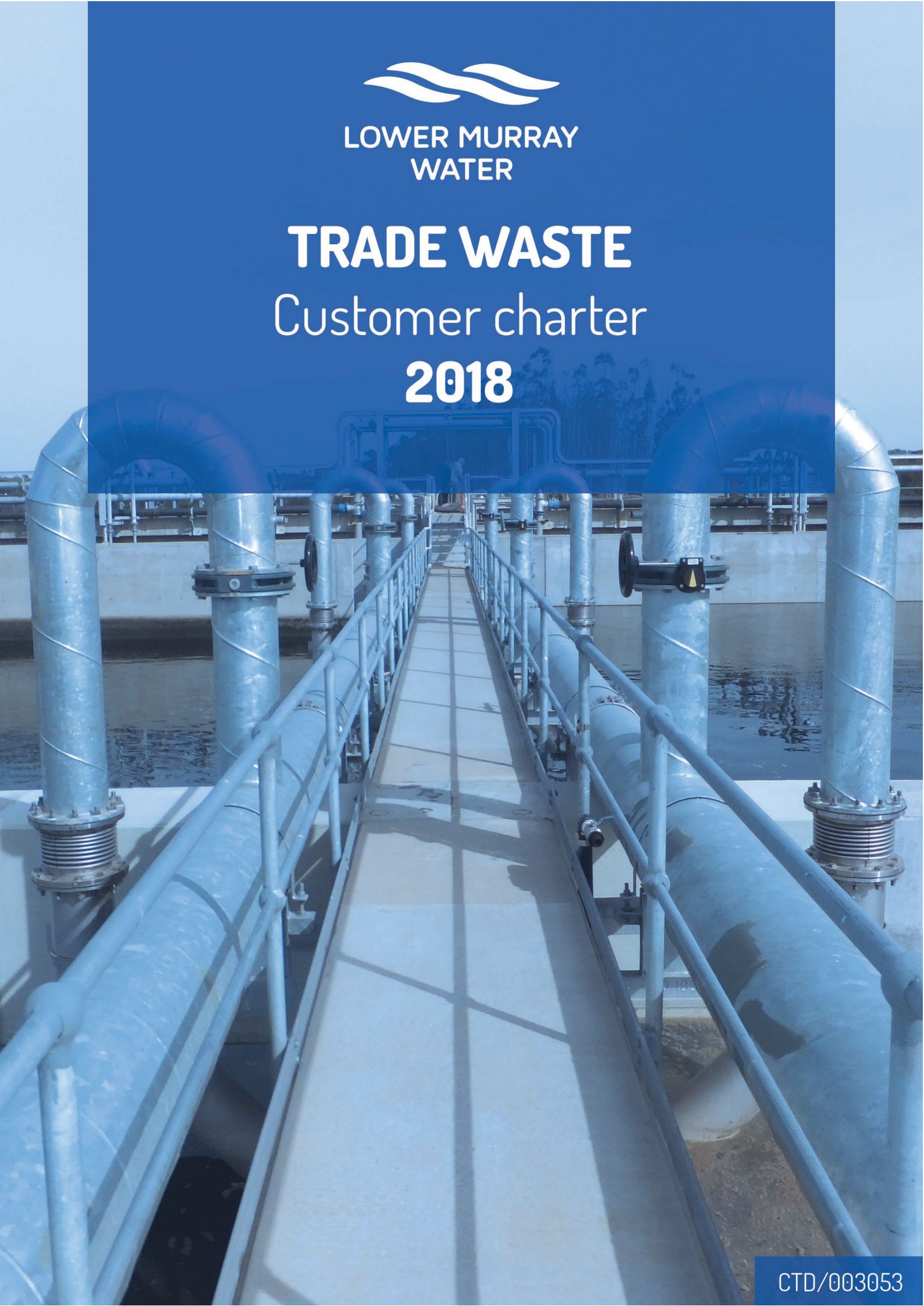


LOWER MURRAY  
WATER

# TRADE WASTE

## Customer charter

### 2018



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## **PART A– Introduction**

Lower Murray Water (LMW) was created under the provisions of the Water Act 1989 via Order in Council effective from 1 July 2004, with the purpose to provide urban and rural high-quality drinking water, wastewater, irrigation, drainage and water recycling services to our customers.

Trade Waste is any liquid waste containing factory wastes, chemicals or other impurities from any business, trade or manufacturing premises other than domestic sewage from a hand wash basin, shower, bath or toilet discharged to sewer.

Liquid Trade Waste includes liquid wastes from industrial premises; business/commercial premises (hairdresser, supermarket, service station, motel, restaurant, butcher, hotel, motel, dentist, laundry, etc.), community/public premises (school, college, university, hospital, nursing home, etc.), trade activities (mobile carpet cleaner, graffiti removalists, etc.) and any commercial activities carried out at residential premises.

Only trade waste which complies with specific guidelines is acceptable for discharge to the LMW sewerage system. LMW accepts a variety of industrial and commercial trade wastes that comply with the guidelines.

## **ABOUT THE CUSTOMER CHARTER**

### **(i) What is the Trade Waste Customer Charter?**

- ◆ The Trade Waste Customer Charter is a method by which LMW communicates information regarding its trade waste services to customers.
- ◆ The enforceability of some matters in the Trade Waste Customer Charter is provided in accordance with the Trade Waste Regulations 2014 and the Water Act 1989.

### **(ii) What does the Trade Waste Customer Charter do?**

- ◆ The Trade Waste Customer Charter sets out the rights and obligations of both LMW and its customers in relation to Trade Waste Services.

### **(iii) Further information**

A customer may contact LMW for any further information about this Trade Waste Customer Charter.

Copies of the Trade Waste Customer Charter can be obtained at any LMW office or by logging onto the LMW web site at [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au).

## Lower Murray Water contact details

### **Mildura (Mildura Head Office)**

741-759 Fourteenth Street, Mildura, 3500

PO Box 1438, Mildura, 3502

AUSDOC DX 50023

Telephone: (03) 5051 3400

Facsimile: (03) 5051 3480

Office Hours: 8am-5pm Monday to Friday

### **Swan Hill (Area Office)**

73 Beveridge Street, Swan Hill, 3585

PO Box 1447, Swan Hill, 3585

AUSDOC DX 30164

Telephone: (03) 5036 2150

Facsimile: (03) 5036 2180

Office Hours: 8am-5pm Monday to Friday

### **Kerang Area (Office)**

56 Wellington Street, Kerang, 3579

PO Box 547, Kerang, 3579

Telephone: (03) 5450 3960

Facsimile: (03) 5450 3967

AUSDOC DX 57908

Office Hours: 8am-1pm Monday to Friday

**Water and Sewerage Emergencies After Hours Telephone Number (All Districts)**  
**1800 808 830 (Free Call)**

### **Email**

[lmw@lmw.vic.gov.au](mailto:lmw@lmw.vic.gov.au)

### **Web address**

[www.lmw.vic.gov.au](http://www.lmw.vic.gov.au)

## **Purpose**

LMW has issued this Trade Waste Customer Charter to inform its customers about the Trade Waste services performed by LMW and the respective rights and responsibilities of LMW and of its customers. This Trade Waste Customer Charter should be read in conjunction with our Urban Customer Charter. Both Charters are available from our website [www.lmw.vic.gov.au](http://www.lmw.vic.gov.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 LMW's Trade Waste services comply with the Essential Services Commission's (the Commission's) requirements.

## **Commencement**

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

## **Amendment**

LMW 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.lmw.vic.gov.au](http://www.lmw.vic.gov.au) or upon request.

## **Provision of Charter**

This Trade Waste Customer Charter is available on LMW's website [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au) together with other information regarding LMW's Trade Waste services and Agreements.

A hard copy of this Trade Waste Customer Charter is available on request by contacting LMW on 5051 3400 or by email at [lmw@lmw.vic.gov.au](mailto:lmw@lmw.vic.gov.au)

LMW has provided a copy of this Trade Waste Customer Charter to existing customers on or after 1 July 2012. All existing customers are aware that an e-copy of the trade waste customer charter is available at [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au), a hardcopy is also available upon request.

to new Trade Waste customers, other than Minor Trade Waste customers (refer to clause 4.4), will be provided with a copy of the trade waste customer charter within one month of the Trade Waste customer entering into a Trade Waste Agreement.

## **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 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**

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

An application must include:

- ◆ a completed application form titled “Application for Consent to Discharge Waste Trade to the Corporation’s Sewer”;
- ◆ payment of the application fee (if applicable); and
- ◆ supporting information specified in the application form.

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

- ◆ found on LMW’s website [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au);
- ◆ obtained by visiting LMW’s offices (see Part A for address details); or
- ◆ by calling LMW on 5051 3400

Prior to lodging an application, customers are encouraged to contact LMW 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**

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

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

#### **1.3 Rejecting an application**

If LMW 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**

LMW’s Trade Waste is administered/controlled by LMW’s Trade Waste Regulations 2014 and the Water Act 1989.

As indicated, the Trade Waste contains many impurities including harmful chemicals that may pose unlimited risks to the maintenance and operational staff, the corporation’s sewer

collection and treatment systems. Therefore, Trade Waste customers are classified dependant on the Trade Waste volume and risk levels. LMW will continue with its existing process to classify customers as detailed in **2.1**.

### **2.1 Classification requirement and purpose**

Customers holding an existing Trade Waste Agreement with LMW will retain their existing Trade Waste classification.

LMW will assess all new applications for the discharge of Trade Waste to the sewerage system in accordance with LMW's Trade Waste Policy and procedures.

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

- ◆ the type of agreement applicable to that Trade Waste customer, reflecting the type, quality and quantity of the prospective discharge, and therefore the level of complexity of receiving and managing the Trade Waste stream;
- ◆ the frequency of Trade Waste discharge sample monitoring and reporting that the customer will be required to undertake;
- ◆ the applicable Trade Waste tariff structure and billing cycle (if applicable).

### **2.2 Classification process**

LMW classifies Trade Waste customers with consideration to the type of business, industry or activity carried out by the customer and the risk determined by LMW associated with the acceptance of that customer's Trade Waste. Refer to LMW's Trade Waste Categories for further information.

LMW will take into account any other matter, including:

- ◆ customer location relative to treatment plant;
- ◆ volume of Trade Waste discharged;
- ◆ nature of the customer's business activity;
- ◆ nature and quality of the customer's Trade Waste;
- ◆ any risk to personal health and safety;
- ◆ any risk to the sewerage system (transport or treatment);
- ◆ any risk to the quality of recycled water or bio-solids from the sewerage system; and
- ◆ any risk to the environment.

LMW 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 LMW.

### **2.3 Explanation of basis for classification**

LMW 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 Risk assessment by LMW**

LMW will conduct a risk assessment for all applications to discharge Trade Waste to the sewerage system in accordance with LMW's Trade Waste policy and procedures.

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

LMW 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 LMW's website [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au)

#### **3.2 Risk assessment by the Trade Waste customer**

LMW may:

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

### **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 LMW.

#### **4.1 Form of agreement**

##### **Minor – Trade Waste customers**

On the acceptance of an application from a customer determined to be a Minor Trade Waste customer, LMW will provide the customer with a Trade Waste Consent to discharge Trade Waste to the Corporation's sewer.

The Trade Waste Agreement is entered by the conduct of LMW providing the Trade Waste consent to the customer and the customer commencing the discharge of Trade Waste to the sewerage system. Neither LMW nor the customer is required to execute the Trade Waste Agreement for the agreement to commence.

For the purposes of the Trade Waste Code and this Trade Waste Customer Charter, Trade Waste customers with an existing Trade Waste Agreement granted by LMW prior to the introduction of this Trade Waste Customer Charter (prior to 1 July 2012) are considered to hold this form of Trade Waste Agreement.

A copy of the standard Trade Waste Agreement for this category customers is available on LMW's website [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au)

### **Major – Trade Waste customers**

On the acceptance of an application from a customer determined to be a Major Trade Waste customer, LMW will provide the customer with a Trade Waste Agreement.

Both LMW 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 LMW has provided an interim Trade Waste Agreement to allow information to be obtained regarding the characteristics of the Trade Waste (typically a 6-month duration).

## **4.2 Identify Trade Waste customers**

LMW will endeavour to identify all Trade Waste customers in its service area and ensure that each customer has a Trade Waste Agreement/consent in accordance with this Trade Waste Customer Charter and LMW's Trade Waste policy and procedures.

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

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

- ◆ the parties to the agreement;
- ◆ the address of the premises from which the discharge to the sewerage system will take place;
- ◆ the discharge acceptance point and any sampling points;
- ◆ the sewerage treatment plant or plants that will or may receive and treat the Trade Waste (if known);
- ◆ the term of the agreement;
- ◆ the nature of the permitted activities conducted on the Trade Waste customer's premises which generate the Trade Waste;
- ◆ the customer's rights and obligations, or provide reference to where those rights and obligations are set out;
- ◆ LMW's water business' rights and obligations, or provide reference to where those rights and obligations are set out; those rights will include:
  - ◆ the circumstances in which LMW may require the customer to cease discharging Trade Waste into the sewerage system, and;
  - ◆ the circumstances in which LMW may serve a non-compliance notice on the customer, and the consequences of non-compliance;

- ◆ any fees, charges, tariffs or prices payable by the Trade Waste customer, or provide reference to where they are set out (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; and
- ◆ Only include matters appropriate to managing the discharge of Trade Waste.

#### **4.4 Minor Trade Waste customers**

LMW has a number of non-residential customers who discharge to the sewerage system and would come under the definition of “Trade Waste” but are considered too small for LMW to require a Trade Waste agreement, and do not warrant the additional level of administration and monitoring that comes with this. Clause 4.4 of the Trade Waste Code makes provision for dischargers of Trade Waste of a nature similar to domestic sewage, at LMW’s discretion, to have their agreement arise automatically through customer conduct; these types of customers are classified as Minor Trade Waste customers. LMW publishes a generic form of Trade Waste agreement on [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au) and customers will be notified accordingly that they will enter into that agreement if they continue to discharge.

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

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

will be considered Minor Trade Waste customers.

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

A listing of the types of customers that LMW would consider falling into this category, as well as the default Trade Waste Agreement/Consent arising by customer conduct can be found on [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au)

LMW 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 LMW. Refer to clause 2.1 for more information on LMW’s Trade Waste customer classification process.

#### **4.5 Amendments to a Trade Waste Agreement**

A Trade Waste Agreement can only be amended where:

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

### **5. Fees and Charges**

LMW 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 LMW. Our approved pricing schedule for trade waste is available on our website [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au)

### **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 LMW, except where customer specific acceptance criteria has been agreed to by LMW (refer to clause 6.4 of this Trade Waste Customer Charter).

LMW's statement of approved acceptance criteria for Trade Waste is available on its website [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au)

#### **6.2 Changes to acceptance criteria**

LMW will comply with the Trade Waste Regulations, the Water Act 1989, the Trade Waste Code and this Trade Waste Customer Charter when introducing amendments to the statement of approved acceptance criteria and customer-specific acceptance criteria for Trade Waste.

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

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

Subject to clause 6.4:

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

### **6.3 Amendment to statement of approved acceptance criteria**

LMW'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, LMW will:

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

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

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

### **6.4 Customer specific acceptance criteria**

LMW 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.

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

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

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

LMW 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.

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

## **7. Dispute Resolution**

### **7.1 Complaints and disputes Procedure**

LMW will comply with its Complaints and Dispute Procedure 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.

LMW's Complaints and Dispute Procedure is available on its website [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au)

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

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

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

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

## **PART D - Definitions**

<b>Lower Murray Water</b>	means the Lower Murray Water ABN 18 475 808 826.
<b>acceptance criteria</b>	means the criteria applied by Lower Murray Water to determine whether Trade Waste may be accepted into the sewerage system.
<b>approved acceptance criteria</b>	Means <i>acceptance criteria</i> which have been approved by the Commission in accordance with clauses 6.1(c) or 6.4 of the Trade Waste Code.
<b>business day</b>	means Monday to Friday excluding public holidays in Victoria.
<b>Commission</b>	means the Essential Services Commission of Victoria.
<b>complaint</b>	means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by Lower Murray Water including a failure of Lower Murray Water to observe its published policies, practices or procedures
<b>customer</b>	means a person who is: <ul style="list-style-type: none"> <li>a) an owner and occupier of a property connected to Lower Murray Water's sewerage system; or</li> <li>b) an owner of a property which is connected to Lower Murray Water's sewerage system but is not an occupier; or</li> <li>c) an occupier of a property that is connected to Lower Murray 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 Lower Murray Water's sewerage system.</li> </ul>
<b>Customer Service Code</b>	means the Customer Service Code – Metropolitan and Regional Water Businesses published by the Commission under Section 4F of the Water Industry Act 1994
<b>Minor Trade Waste customer</b>	means customers that discharge small amounts of Trade Waste and who, as a result of this discharge are taken to have entered into a default Trade Waste Agreement with Lower Murray Water arising by customer conduct in accordance with clause 4.4.
<b>discharge acceptance point</b>	means the point at which the Trade Waste enters the sewerage system.
<b>Price Determination</b>	means the Lower Murray Water Determination (1 July 2008 – 30 June 2013) made by the Commission under section 33 of the Essential Services Commission Act 2001 and clause 8 of the Water Industry Regulatory Order 2003.
<b>sewage</b>	means any human excreta or domestic waterborne waste, whether untreated or partially treated, but does not include Trade Waste.

<b>sewerage system</b>	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 Lower Murray Water.
<b>Trade Waste</b>	has the meaning given to that term in the relevant <i>water law</i> (act, or regulation).
<b>Trade Waste Agreement</b>	Means written permission, consent, permit or other process to accept Trade Waste discharge.
<b>Trade Waste Regulations</b>	means the Trade Waste Regulations 2014.
<b>Trade Waste Code</b>	means the Trade Waste Customer Service Code – Metropolitan Retail and Regional Water Businesses published by the Commission under Section 4F of the Water Industry Act 1994.
<b>Water law</b>	means the Water Act 1989 and the Water Industry Act 1994, and any regulations or subordinate legislation and guidance made under those Acts.

#### **Interpretation**

Any question as to whether LMW 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.