



Victoria Government Gazette

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Environment Protection Act 1970
DECLARATION OF WASTE MANAGEMENT POLICY
(USED PACKAGING MATERIALS)

Order in Council

The Governor in Council under section 16A(1) in accordance with section 17A of the **Environment Protection Act 1970**, and on the recommendation of the Environment Protection Authority, declares the Waste management policy (Used Packaging Materials) contained in the schedule to this Order.

This Order is effective from the date it is published in the Government Gazette.

Dated 28 March 2006

Responsible Minister:

JOHN THWAITES

Minister for Environment

RUTH LEACH
Clerk of the Executive Council

SPECIAL

**Environment Protection Act 1970
Act No. 8056/1970**

**WASTE MANAGEMENT POLICY
(USED PACKAGING MATERIALS)**

SCHEDULE TO THE ORDER IN COUNCIL

PART 1 – PRELIMINARY

1. Title

This order may be cited as the Waste management policy (Used Packaging Materials) and is referred to below as “the policy”.

2. Commencement

This policy will come into operation upon publication in the Government Gazette.

3. Revocation of State environment protection policy (Used Packaging Materials)

The State environment protection policy (Used Packaging Materials), as published in the Government Gazette dated 23 June 2000, is revoked.

4. Application of the Policy

This policy applies throughout the State of Victoria.

5. Contents of the Policy

This policy is divided as follows:

PART 1 – PRELIMINARY

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3. Revocation of State environment protection policy (Used Packaging Materials)
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6. Definitions

In this policy, unless the contrary intention appears:

“Authority” means the Environment Protection Authority established under the **Environment Protection Act 1970**;

“Brand owner” means:

- (a) a person who is the owner or licensee in Australia of a trade mark under which a product is sold or otherwise distributed in Australia, whether the trade mark is registered or not; or
- (b) a person who is the franchisee in Australia of a business arrangement which allows an individual, partnership or company to operate under the name of an already established business; or
- (c) in the case of a product which has been imported, the first person to sell that product in Australia; or
- (d) in respect of in-store packaging, the supplier of the packaging to the retailer; or
- (e) in respect of plastic bags, the importer or manufacturer of the plastic bags or the retailer who provides the plastic bag to the consumer for the transportation of products purchased by the consumer at the point of sale;

“Consumer packaging” means all packaging products made of any material, or combination of materials, for the containment, protection, marketing and handling of retail consumer products. This also includes distribution packaging that contains multiples of products intended for direct consumer purchase;

“Consumer paper” means all paper and cardboard from domestic premises, other than paper used to publish newspapers and magazines;

“Council” means the National Environment Protection Council established by section 8 of the **National Environment Protection Council Act (Victoria) 1995** and the equivalent provisions of the corresponding Acts of the Commonwealth and participating States or Territories;

“Covenant” means the National Packaging Covenant;

“Covenant Council” means the body established under the National Packaging Covenant for the purpose of administering the Covenant, including registration of signatories and action plans, monitoring, discipline and dispute resolution where required;

“Distribution packaging” means all packaging that contains multiples of products (the same or mixed) intended for direct consumer purchase, including:

- (a) secondary packaging used to secure or unitise multiples of consumer products such as cardboard boxes, shipper, shrink film overwrap;
- (b) tertiary packaging used to secure or unitise multiples of secondary packaging such as pallet wrapping stretch film, shrink film, strapping;

“Free rider” means a company or organisation that is a participant in the packaging chain and is not a signatory to the Covenant, and is not producing equivalent outcomes to those achieved through the Covenant;

“Industry” means any manufacturing, industrial, commercial, wholesale, or retail activity or process that can result in the generation, recycling, treatment, transport, storage, or disposal of consumer packaging and consumer paper waste;

“Kerbside recycling collection” means roadside collection of domestic solid waste separated for the purpose of recycling;

“Landfill” means waste disposal sites used for the authorised deposit of solid waste onto or into land;

“Lifecycle management” means management of the potential environmental impacts of a product in all stages of production, distribution, use, collection, re-use, recycling, reprocessing and disposal of that product;

“**Materials recovery system**” means any system to collect, sort and pre-process materials recovered from the waste stream, including but not limited to domestic kerbside recycling collections, drop-off collection systems, public place collection and industrial and commercial recycling collection systems;

“**Measure**” means the National Environment Protection (Used Packaging Materials) Measure made under section 14(1) of the **National Environment Protection Council Act (Victoria) 1995** and equivalent provisions of the corresponding Acts of the Commonwealth and participating States and Territories;

“**Municipal district**” means the area in which a local government has authority;

“**National Packaging Covenant**” means the agreement by that name (including all schedules and annexes to that agreement) between industry organisations and governments;

“**Packaging chain**” means the linkages among materials suppliers, packaging manufacturers, packaging fillers, wholesalers, retailers and consumers of packaged products;

“**Participation rate**”, for a recycling collection service, means the number of households or other premises participating in the service, expressed as a proportion of the number of households or premises to whom the service is available;

“**Plastic bags**” includes single use lightweight plastic carry bags containing virgin or recycled plastic;

“**Product stewardship**” means the ethic of shared responsibility through the lifecycle of products including the environmental impact of the product through to, and including, its ultimate disposal;

“**Recovery rate**” has the meaning set out in sub-clause 17(2);

“**Recyclable**”, packaging for a product, means reasonably able to be recovered in Australia through an approved or accredited collection or drop-off system, and able to be reprocessed and used as a raw material for the manufacture of a new product;

“**Recycle**”, for a product, means recover the product and use it as a raw material to produce another product;

“**Re-use**”, for a product, means use a product for the same or similar purpose as the original purpose without subjecting the product to a manufacturing process which would change its physical appearance;

“**Signatory**” means a signatory to the National Packaging Covenant, and includes an organisation that accedes to the Covenant after it is made, whether before or after the commencement of this policy.

PART 2 – POLICY OBJECTIVE

7. Background

- (1) The Covenant is an agreement entered into by governments and industry participants in the packaging chain based on the principles of product stewardship and shared responsibility. Product stewardship imposes an obligation on all those who benefit from production to assume a share of responsibility for a product over its lifecycle. The Covenant covers consumer packaging and consumer paper.
- (2) All signatories to the Covenant have made commitments to:
 - (a) work together to achieve the overarching targets established under the Covenant;
 - (b) produce and report on public action plans with measurable actions that will deliver improved environmental outcomes appropriate to their production, usage, sale, recovery and/or reprocessing of consumer packaging and consumer paper;

- (c) work co-operatively to develop good practice collection systems and markets, and education and promotion programs; and
 - (d) provide data to assess the performance of the Covenant and progress towards the goals in the Measure.
- (3) Packaging chain signatories to the Covenant have made commitments to practice product stewardship throughout the lifecycle of consumer packaging, including:
- (a) packaging design to minimise use of materials and elimination of excessive packaging;
 - (b) adopting and implementing the Environmental Code of Practice for Packaging;
 - (c) support for materials recovery systems and infrastructure for reprocessing used packaging materials in collaboration with state and local governments; and
 - (d) reporting and demonstrated continuous improvement against the key performance indicators and targets specified in the Covenant.
- (4) Local Government signatories to the Covenant have made commitments in relation to good practice in the delivery of kerbside recycling collection systems.
- (5) The Commonwealth, State and Territory governments have made commitments in relation to:
- (a) facilitating product stewardship through their legislation by developing the Measure on Used Packaging Materials;
 - (b) facilitating market development initiatives;
 - (c) applying product stewardship to their own operations; and
 - (d) supporting kerbside and other recycling collection services.
- (6) As the Covenant includes a voluntary system of industry self regulation, the intent of Council is to ensure that industry signatories do not suffer any competitive disadvantage as a result of fulfilling their commitments under the Covenant.

8. Policy Goals

The goals of this policy are to:

- (1) Implement the Measure within the State of Victoria;
- (2) Reduce environmental degradation arising from the disposal of used packaging; and
- (3) Conserve virgin materials through the encouragement of waste avoidance and the re-use and recycling of used packaging materials by supporting and complementing the voluntary strategies in the Covenant and by assisting the assessment of the performance of the Covenant.

9. Scope

The scope of this policy is limited to the recovery, re-use and recycling of used consumer packaging materials and will focus on:

- (1) Materials used for packaging retail products consumed in industrial, commercial and domestic premises and public places;
- (2) Materials used for packaging food and beverages intended for consumption in public places or in commercial provision of food services to individuals in hotels and restaurants;
- (3) Consumer paper; and
- (4) Distribution packaging that contains multiples of products intended for consumer use.

10. Policy Principles

The policy is guided by the following principles of environment protection.

- (1) *Integration of Economic, Social and Environmental Considerations*
 - (a) Sound environmental practices and procedures should be adopted as a basis for ecologically sustainable development for the benefit of all human beings and the environment.
 - (b) This requires the effective integration of economic, social and environmental considerations in decision making processes with the need to improve community well-being and the benefit of future generations.
 - (c) The measures adopted should be cost-effective and in proportion to the significance of the environmental problems being addressed.
- (2) *Precautionary Principle*
 - (a) If there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation.
 - (b) Decision making should be guided by:
 - (i) a careful evaluation to avoid serious or irreversible damage to the environment wherever practicable; and
 - (ii) an assessment of the risk-weighted consequences of various options.
- (3) *Intergenerational Equity*

The present generation should ensure that the health, diversity and productivity of the environment is maintained or enhanced for the benefit of future generations.
- (4) *Conservation of Biological Diversity and Ecological Integrity*

The conservation of biological diversity and ecological integrity should be a fundamental consideration in decision making.
- (5) *Improved Valuation, Pricing and Incentive Mechanisms*
 - (a) Environmental factors should be included in the valuation of assets and services.
 - (b) Persons who generate pollution and waste should bear the cost of containment, avoidance or abatement.
 - (c) Users of goods and services should pay prices based on the full life cycle costs of providing goods and services, including costs relating to the use of natural resources and the ultimate disposal of any wastes.
 - (d) Established environmental goals should be pursued in the most cost-effective way by establishing incentive structures, including market mechanisms, which enable persons best placed to maximise benefits or minimise costs to develop solutions and responses to environmental problems.
- (6) *Shared Responsibility*
 - (a) Protection of the environment is a responsibility shared by all levels of Government and industry, business, communities and the people of Victoria.
 - (b) Producers of goods and services should produce competitively priced goods and services that satisfy human needs and improve quality of life, while progressively reducing ecological degradation and resource intensity throughout the full life cycle to a level consistent with the sustainability of biodiversity and ecological systems.

- (7) *Product Stewardship*
Producers and users of goods and services have a shared responsibility with Government to manage the environmental impacts throughout the life cycle of the goods and services, including the ultimate disposal of any wastes.
- (8) *Wastes Hierarchy*
Wastes should be managed in accordance with the following order of preference:
- (a) avoidance;
 - (b) re-use;
 - (c) re-cycling;
 - (d) recovery of energy;
 - (e) treatment;
 - (f) containment;
 - (g) disposal.
- (9) *Integrated Environmental Management*
If approaches to managing impacts on one segment of the environment have potential impacts on another segment, the best practicable environmental outcome should be sought.
- (10) *Enforcement*
Enforcement of environmental requirements should be undertaken for the purposes of:
- (a) better protecting the environment and its economic and social uses;
 - (b) ensuring that no commercial advantage is obtained by any person who fails to comply with environmental requirements; and
 - (c) influencing the attitude and behaviour of persons whose actions may have adverse environmental impacts or who develop, invest in, purchase or use goods and services which may have adverse environmental impacts.
- (11) *Accountability*
- (a) The aspirations of the people of Victoria for environmental quality should drive environmental improvement.
 - (b) Members of the public should therefore be given:
 - (i) access to reliable and relevant information in appropriate forms to facilitate a good understanding of environmental issues; and
 - (ii) opportunities to participate in policy and program development.

PART 3 – ATTAINMENT PROGRAM

11. Statutory Obligations and Rights

- (1) This policy establishes a statutory basis for ensuring that signatories to the Covenant are not competitively disadvantaged in the market place by fulfilling their commitments under the Covenant.
- (2) A brand owner must:
- (a) undertake or assure the systematic recovery of consumer paper and consumer packaging in which the brand owner's products are sold; and
 - (b) undertake or assure the re-use, recycling or energy recovery of consumer paper and consumer packaging in which the brand owner's products are sold; and
 - (c) demonstrate that all materials that have been recovered by them or on their behalf have been utilised through (in order of preference):

- (i) re-use in the packaging of the brand owner's own products (if applicable); or
 - (ii) use within Australia as a secondary resource; or
 - (iii) export as a secondary resource; and
 - (d) demonstrate that reasonable steps have been taken to ensure that consumers are adequately advised as to how the packaging is to be recovered.
- (3) A brand owner can discharge his/her obligations under sub-clauses 2(a), 2(b) and 2(c) above if the brand owner undertakes or assures the recovery and utilisation of used packaging materials which are of a size and type substantially the same as the packaging in which the brand owner's products are sold.
- (4) To determine the materials in respect of which the obligations will be imposed, the Authority must have regard to:
- (a) the practices of Covenant signatories;
 - (b) those materials collected for re-use, recycling or energy recovery whether in a kerbside recycling collection system or other materials recovery system;
 - (c) the state of technologies available for re-use, recycling or energy recovery; and
 - (d) any competition issues which may arise from including or excluding particular materials.
- (5) For sub-clause (2), the proportion of a particular material required to be recovered and subsequently re-used, recycled or processed for energy recovery should not be arbitrary but should be established by reference to the performance targets for that particular material specified in the Covenant.

12. Enforcement of Policy Obligations

- (1) Brand owners will not be penalised for failure to discharge their obligations under clause 11 unless brand owners have first been notified of the need to comply with these obligations and the options for exemption from those obligations, and they have failed to comply with that notice.

13. Exemptions/Deemed Compliance

The following persons and bodies will be exempted from, or deemed to comply with, the obligations imposed according to clause 11:

- (1) Covenant signatories who are fulfilling their obligations under the Covenant;
- (2) Other industries or industry sectors for which the Authority is satisfied that arrangements exist for the industry or industry sector that produce equivalent outcomes to those achieved through the Covenant; and
- (3) Members of the retail sector that are fully participating signatories, or that the Authority is satisfied are producing equivalent outcomes in relation to plastic bags, to the Australian Retailers Association Code of Practice for the Management of Plastic Bags.

Note: The Covenant establishes monitoring, disciplinary and dispute resolution procedures to identify non-complying signatories. These and the process for referring non-complying signatories to jurisdictions are contained in Schedule 3 of the Covenant.

14. Application Thresholds

It is not envisaged that enforceable obligations will be placed on brand owners that do not significantly contribute to the waste stream.

The Authority will apply a standard methodology for establishing application thresholds which is developed in consultation with the Covenant Council.

15. Dependence on National Packaging Covenant

This policy will have no effect if the Covenant ceases to be in force.

16. Methods of Collecting Information and Reporting

To enable annual reporting to the Council on whether the Policy Goals in clause 8 are being met, the Authority will collect the information set out in clauses 17 to 19 from brand owners and local governments.

17. Recovery Data

(1) A brand owner must record the following information for each packaging material used during a financial year:

- (a) total weight of material used by material type;
- (b) number of units of packaging by unit and material type;
- (c) total weight of material recovered by material type;
- (d) total weight of recovered material re-used and recycled in Australia by material type;
- (e) total weight of recovered material re-used and recycled by material type through export;
- (f) total kilojoules of embedded energy recovered;
- (g) total weight of recovered material disposed of to landfill; and
- (h) how consumers have been advised as to how packaging is to be recovered.

(2) The above information must be used to calculate and record a recovery rate for the brand owner's used packaging materials in accordance with the following formula:

$$\text{Recovery rate} = \frac{\text{weight of material recovered from the post-consumer waste stream}}{\text{weight of material sold as packaging within Australia}} \times 100$$

(3) A brand owner must:

- (a) keep records of the information in sub-clauses (1) and (2) for five years; and
- (b) make records available for inspection by the Authority.

(4) The Authority will make arrangements to audit the records kept by brand owners under this clause.

(5) The requirements of this clause shall be imposed, to the extent possible, on brand owners with a registered office in Victoria.

(6) The Authority will maintain the confidentiality of commercially sensitive information given to it by a brand owner and shall not publicly release any information unless:

- (a) the brand owner consents to the release of the information; or
- (b) the Authority is legally compelled to release it; or
- (c) the information is aggregated with other information so as to conceal its source; or
- (d) it is in the public interest to release it.

For the purpose of this clause, "material" means the principal component or components of the container and does not include incidental components such as labels and closures.

18. Collection and Participation Data

- (1) The Authority will require each local government of a municipal district (or each grouping of local governments of municipal districts where waste management groups exist) in which a kerbside recycling collection service or other municipal materials recovery system is provided, to provide the following information in relation to the municipal district or group of municipal districts, for a financial year:
 - (a) what percentage of households is covered by any such service;
 - (b) participation rate in any such service;
 - (c) number of tenements covered by the service and whether the tenements are residential tenements or other kinds of tenement;
 - (d) per tenement fee charged for recycling collection services;
 - (e) total weight of recyclable material collected at kerbside or by other municipal materials recovery systems by material type;
 - (f) if the material collected is sorted:
 - (i) the total weight of each material type sold and/or sent for secondary use, including energy recovery;
 - (ii) the total weight of the residual fraction disposed of to landfill by material type if practicable.
- (2) Each local government or grouping of local governments must ensure that any new or novated contract with a recycling collection service requires such contractors to provide any information to the local government that the local government needs to supply the information mentioned in sub-clause (1).
- (3) Where a local government is subject to current contract conditions which prevent it complying with sub-clause (1) above, the Authority will take any steps that are necessary to ensure that kerbside recycling collection services supply the information mentioned in that sub-clause to the Authority.
- (4) The Authority will maintain the confidentiality of any commercially sensitive information provided under this clause unless:
 - (a) the parties identified in 18(1) and 18(3) consent to the release of the information; or
 - (b) the Authority is legally compelled to release it; or
 - (c) the information is aggregated with other information so as to conceal its source; or
 - (d) it is in the public interest to release it.
- (5) Each local government, or grouping of local governments, must report the information mentioned in sub-clause (1) for a financial year to the Authority within three months after the end of the financial year to which the information relates.
- (6) The Authority will report on participation in complementary collection systems for recyclables.

19. Supporting Data

At least once every year, the Authority will ensure that surveys of packaged products sold by retailers and/or surveys of brand owners represented in materials recovery systems are conducted to ascertain the effectiveness of the policy in preventing free riding.

20. Commencement of Reporting

- (1) An audit shall not be carried out under 17(4) unless an audit methodology:
 - (a) has been agreed between jurisdictions participating in the Council; and
 - (b) has been published by the Commonwealth or jurisdictions participating in the Council.

- (2) The Authority will not require a local government or grouping of local governments to give any information otherwise required under clause 18 unless a national reporting form:
 - (a) has been agreed between jurisdictions participating in the Council in consultation with the relevant State/Territory Local Government Associations; and
 - (b) has been published by the Commonwealth or jurisdictions participating in the Council.
- (3) The Authority will not require a local government or grouping of local governments to give any information otherwise required under sub-clause 18(1)(b) unless a national standard participation rate survey methodology:
 - (a) has been agreed between jurisdictions participating in the Council in consultation with the relevant State/Territory Local Government Associations; and
 - (b) has been published by the Commonwealth or jurisdictions participating in the Council.
- (4) The Authority will not require a local government or grouping of local governments to provide information collected under clause 18 to any other jurisdiction participating in the Council unless a standard reporting format has been agreed between jurisdictions in consultation with the relevant State/Territory Local Government Associations.
- (5) The Authority will not be required to conduct surveys under clause 19 unless a standard survey methodology has been agreed between jurisdictions participating in the Council.

21. Information Supplied to Council

- (1) For Council to be able to publish a statement of overall national performance, on or before 31 December each year, the Authority will provide to Council the following information in a standard reporting format:
 - (a) information gathered from brand owners whose records under clause 17 have been audited;
 - (b) aggregated information received from local governments under clause 18;
 - (c) information gathered through the conduct of surveys under clause 19;
 - (d) information relating to complaints received, investigations undertaken and prosecutions mounted pursuant to this policy; and
 - (e) a statement of interpretation of the information.

EXPLANATORY NOTES

Waste management policies (WMPs) are declared by the Governor in Council under section 16A(1) and 17A of the **Environment Protection Act 1970**. WMPs specify requirements to be observed in the management of waste. The WMP (Used Packaging Materials) (the 'policy') is a new policy which reflects the National Environment Protection (Used Packaging Materials) Measure within Victoria.

Background to the Policy

This Waste management policy implements the National Environment Protection (Used Packaging Materials) Measure, and establishes a statutory basis for the continuation of an effective co-regulatory arrangement alongside the National Packaging Covenant.

The National Packaging Covenant is a voluntary agreement entered into by governments and industry participants in the packaging chain based on the principles of product stewardship and shared responsibility. This policy will ensure that signatories to the Covenant are not competitively disadvantaged in the market place by fulfilling their commitments under the Covenant's voluntary system of self-regulation.

Waste Management Policy (Used Packaging Materials) in Detail**PART 1 – PRELIMINARY*****Title***

Clause 1 states that the policy title is Waste management policy (Used Packaging Materials).

Commencement

Clause 2 states when the policy comes into effect.

Revocation of State environment protection policy (Used Packaging Materials)

Clause 3 revokes the State environment protection policy (Used Packaging Materials).

Application of the Policy

Clause 4 states that the policy applies throughout the State of Victoria.

Contents of the Policy

Clause 5 outlines the content and structure of the policy.

Definitions

Clause 6 provides specific definitions of various words and terms used throughout the policy.

PART 2 – POLICY OBJECTIVE***Background***

Clause 7 sets out the background to the policy by describing the National Packaging Covenant.

Sub-clause 7(1) outlines the purpose of the National Packaging Covenant, and sub-clauses 7(2) to 7(5) describe the commitments made under the National Packaging Covenant by signatories, local governments and Commonwealth, State and Territory governments.

Sub-clause 7(6) states that it is intended that the signatories to the National Packaging Covenant will not be competitively disadvantaged by fulfilling their commitments under the Covenant.

Policy Goals

Clause 8 sets out the goals of this policy, which are to:

- Implement the National Environment Protection (Used Packaging Materials) Measure within the State of Victoria;
- Reduce environmental degradation arising from the disposal of used packaging; and
- Conserve virgin materials through the encouragement of waste avoidance and the re-use and recycling of used packaging materials by supporting and complementing the voluntary strategies in the National Packaging Covenant and by assisting the assessment of the performance of the Covenant.

Scope

Clause 9 states that the policy applies only to the recovery, re-use and recycling of used consumer packaging materials, and will focus on the materials defined in this clause.

Policy Principles

Clause 10 sets out the principles of ecologically sustainable development that apply to the policy.

PART 3 – ATTAINMENT PROGRAM**Statutory Obligations and Rights**

Clause 11 sets out obligations for brand owners to undertake or assure the systematic recovery of consumer packaging in which the brand owner's products are sold or of other packaging which is substantially the same.

Sub-clause 11(1) states that the policy establishes a statutory basis for ensuring that signatories to the National Packaging Covenant are not competitively disadvantaged by fulfilling their commitments under the Covenant.

Sub-clause 11(2) outlines the obligations placed on brand owners, and sub-clause 11(3) states how these obligations can be discharged.

Sub-clause 11(4) outlines the factors that the Authority must have regard to when determining the materials in respect of which the obligations will be imposed.

Sub-clause 11(5) states that the obligations under sub-clause 11(2) should be imposed by reference to the performance targets specified in the National Packaging Covenant.

Enforcement of Policy Obligations

Clause 12 states that brand owners will not be penalised for failure to discharge their obligations under clause 11 if they have not been notified of the need to comply and of the options for exemption.

Exemptions/Deemed Compliance

Clause 13 states that National Packaging Covenant signatories, as well as other industries or industry sectors which satisfy the Authority that they have systems in place to produce equivalent outcomes to those achieved through the Covenant, are exempted, or deemed to comply with, the obligations imposed under clause 11.

Application Thresholds

Clause 14 states that enforceable obligations should not be placed on brand owners that do not significantly contribute to the waste stream.

Dependence on National Packaging Covenant

Clause 15 states that if the National Packaging Covenant ceases to be in force, this policy will have no effect.

Methods of Collecting Information and Reporting

Clause 16 places an obligation upon the Authority to collect the information set out in this part from brand owners and local governments. This is not required where a signatory to the National Packaging Covenant has provided information to the Covenant Council.

Recovery Data

Clause 17 places obligations on brand owners to record and calculate certain information to enable the Authority to make arrangements to collect and audit this information.

Sub-clause 17(1) specifies the information that must be recorded by brand owners during a financial year, and sub-clause 17(2) states that this information must be used to calculate and record a recovery rate in accordance with the specific formula.

Sub-clause 17(3) states that brand owners must keep records of the information mentioned in sub-clauses 17(1) and 17(2) for five years and must make the records available for inspection by the Authority.

Sub-clause 17(4) places an obligation on the Authority to make arrangements to audit the records kept by the brand owners.

Sub-clause 17(5) states that, to the extent possible, the requirements of clause 17 should be imposed on brand owners with a registered office in Victoria.

Sub-clause 17(6) places an obligation on the Authority to maintain the confidentiality of commercially sensitive information given by the brand owners, except in the circumstances specified.

Collection and Participation Data

Clause 18 places an obligation on the Authority to require each local government, or grouping of local governments, in which a municipal materials recovery system is provided, to provide the information specified in sub-clause 18(1).

Sub-clause 18(2) places an obligation on local governments to ensure that any new or novated contracts require contractors to provide the information specified in sub-clause 18(1).

Sub-clause 18(3) places an obligation on the Authority to take any steps necessary to ensure that, if a local government is subject to contract conditions that prevent it from supplying the information mentioned in sub-clause 18(1), the information is supplied by kerbside recycling collection services.

Sub-clause 18(4) requires the Authority to maintain the confidentiality of any commercially sensitive information provided under clause 18, except in the circumstances specified.

Sub-clause 18(5) specifies the timeframe in which local governments must report the information mentioned in sub-clause 18(1) to the Authority.

Sub-clause 18(6) places an obligation on the Authority to report on participation on complementary collection systems for recyclables.

Supporting Data

Clause 19 requires surveys to be conducted of packaging products sold by retailers and/or surveys of brand owners represented in materials recovery systems.

Commencement of Reporting

Clause 20 establishes the circumstances under which reporting and auditing of information may not be required under clauses 17, 18 and 19.

Information Supplied to Council

Clause 21 places an obligation on the Authority to provide the specified information to Council in a standard reporting format.

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