

ANNEXURE 1 - TERMS AND CONDITIONS OF DISPOSAL

(Version October 2022)

1 DEFINITIONS

These terms have the following meanings:

Defined term	Meaning
Agreement	The contract documented by these terms and conditions of disposal.
REMONDIS	REMONDIS Australia Pty Ltd ACN 002 429 781 Level 4, 163 O'Riordan Street Mascot NSW 2020
Customer	means the customer set out in the Customer's Disposal Services Agreement
Excluded Waste	means: (a) any liquid, radioactive, volatile, flammable, explosive, biomedical, toxic or hazardous substances; or (b) any substance the handling, transport, storage or disposal of which is controlled by any law or any Environmental Licence of REMONDIS or which is otherwise excluded by REMONDIS to the Customer; or (c) waste which is or may presently be prohibited from disposal at the Disposal Facility by applicable law or regulation
Fee	means the fee(s) per tonne calculated in accordance with this Agreement including clause 5.
Permitted Waste	means the waste permitted to be disposed at the Disposal Facility, in accordance with any relevant laws and licences, including without limitation as specified by REMONDIS from time to time and as set out in the Customer's Disposal Services Agreement
Services	means the acceptance by REMONDIS from the Customer the Permitted Waste for disposal
Tax	includes but is not limited to any GST, sales tax, duties, levies and charges

2 AGREEMENT FOR THE PROVISION OF SERVICES

- 2.1 REMONDIS will accept at the Disposal Facility, the Customer's Permitted Waste provided it is notified and delivered in accordance with this Agreement. The Customer will have access to the Disposal Facility, and the Services will be performed, on the days, and during the hours of operation, published by REMONDIS at the Disposal Facility (or as otherwise specified in writing). REMONDIS reserves the right to vary the hours of operation of the Disposal Facility without notice.
- 2.2 The Customer must complete all forms and waste acceptance procedures and await REMONDIS' acceptance prior to delivering any Permitted Waste to the Disposal . All REMONDIS forms and waste acceptance procedures are deemed to form part of this Agreement
- 2.3 The Customer will deliver the Customer's Permitted Waste to the Disposal Facility together with all completed forms, shipping papers or manifests in the form and number required for lawful transport and delivery to the Disposal Facility of the Customer's Permitted Waste in accordance with applicable laws and regulations.

- 2.4 The Customer must unload the Permitted Waste at the Disposal Facility in the manner directed by authorised representatives of REMONDIS. The Customer will ensure that its employees, agents and contractors comply with the directions and instructions of authorised representatives of REMONDIS.

- 2.5 The Customer will ensure that its employees, agents and contractors adopt safe systems of work and comply with all occupational health and safety requirements of REMONDIS at the Disposal Facility.

3 TERM AND TERMINATION

- 3.1 This Agreement commences when the Customer enters the Disposal Services Agreement with REMONDIS and, unless terminated earlier in accordance with this Agreement, expires at the conclusion of the Term set out in the Customer's Disposal Services Agreement
- 3.2 Without limiting any other rights of REMONDIS to refuse access to the Disposal Facility under this Agreement or at law, the Customer's right to access the Disposal Facility ends immediately upon expiry or termination of this Agreement.
- 3.3 Either party may terminate this Agreement at any time for any reason by providing two (2) weeks written notice to the other party.
- 3.4 Without prejudice to any other rights REMONDIS may have under these Terms or at law, REMONDIS may terminate the obligations of REMONDIS under these Terms immediately by notice in writing to the Customer if:
 - (a) the Customer is in breach of any obligation on the part of the Customer under these Terms and such breach is not remedied by the Customer within five (5) business days after service by REMONDIS upon the Customer of a written notice requiring the Customer to rectify the breach;
 - (b) the Customer becomes insolvent; or
 - (c) an administrator, receiver or receiver and manager is appointed in respect of the Customer or all or any of the assets of the Customer.
- 3.5 For avoidance of doubt, to the extent permitted by law, on termination of these Terms all amounts owing by the Customer to REMONDIS under these Terms are immediately payable by the Customer to REMONDIS:
 - (a) REMONDIS may retain all monies paid by the Customer to REMONDIS;
 - (b) REMONDIS may cease accepting any Permitted Waste from the Customer;
 - (c) without prejudice to any other rights of REMONDIS and without being liable in any way to the Customer or any other party.
- 3.6 Any obligation or payment under these Terms is independent and survives termination of these Terms.

4 ACCESS, INSPECTION AND USE

- 4.1 Unless otherwise permitted by REMONDIS, the Customer may only access the Disposal Facility after REMONDIS has notified the Customer that REMONDIS accepts and has entered into the Customer's Disposal Services Agreement.
- 4.2 The Customer must only access the Disposal Facility during its opening hours and in accordance with all safety, traffic management and waste disposal directions communicated at the Disposal Facility.
- 4.3 The Customer must comply with all applicable laws and all lawful directions by REMONDIS when accessing and using the Disposal Facility, including with respect to work, health and safety requirements and under the *Heavy Vehicle National Law (Cth) 2012* as varied from time to time.
- 4.4 The Customer may only dispose of Permitted Waste at the Disposal Facility, and must not dispose of any contaminated waste or Excluded Waste. REMONDIS will not accept any waste that is deemed by REMONDIS to be contaminated (ie; not Permitted Waste) or otherwise Excluded Waste.

REMONDIS reserves the right to inspect any waste provided by the Customer to the Disposal Facility. Title in Permitted Waste transfers to REMONDIS upon the Customer disposing of the Permitted Waste at the Disposal Facility.

- 4.5 REMONDIS shall have the right, but not the obligation, to inspect, sample, analyse or test any waste materials delivered by or on behalf of Customer to the Disposal Facility before accepting the same. REMONDIS is not obliged to accept any Excluded Waste, waste materials not delivered in accordance with this agreement or waste materials to which REMONDIS has been denied access on delivery.
- 4.6 If waste materials delivered to the Disposal Facility by or on behalf of Customer comprise or include Excluded Waste, then REMONDIS may reject such wastes.
- 4.7 REMONDIS may revoke its acceptance of any waste materials delivered by or on behalf of Customer that comprise or include Excluded Waste or which are otherwise discovered not to conform with the requirements of this Agreement.
- 4.8 If the Customer has not paid any amount payable under this Agreement (including any Fees) by the due date for payment, or regularly fails to pay any amounts due by the due date for payment, or does not comply with clause 4.2, 4.3 and 4.4, REMONDIS may refuse to allow the Customer access to the Disposal Facility.

5 FEES AND PAYMENT

- 5.1 The Fees are calculated by:
- (a) the Fee set out in the Customer's Disposal Agreement; and
 - (b) reference to the then current Fees made available at the Disposal Facility as agreed between the parties, or otherwise made available by REMONDIS to the Customer; and
 - (c) weighing the Customer's vehicle before and after disposal and/or collection, of Permitted Waste at the Disposal Facility.
- 5.2 All amounts payable by the Customer to REMONDIS under this Agreement are exclusive of any Tax.
- 5.3 The Customer must pay the Fees and any disposal levy or other Tax with respect to the disposal of Permitted Waste.
- 5.4 REMONDIS may increase the Fee at any time upon a change in its costs of providing or performing the Services (including as a result of increased Taxes, fuel, contractor, labour or other operational costs) by giving the Customer 14 days' prior written notice.
- 5.5 REMONDIS may increase the Fee annually by the Australian Consumer Price Index (Brisbane Transport Index) as published by the Australian Bureau of Statistics.
- 5.6 The Customer is under no obligation to continue to dispose of Permitted Waste at, or collect materials from, the Disposal Facility and may terminate the agreement in accordance with clause 3.
- 5.7 The Customer must pay the Fees within 30 days of the date of each invoice issued by REMONDIS.
- 5.8 Without limiting REMONDIS' rights under this Agreement or at law, if the Customer does not make any payment under this Agreement by the due date for payment:
- (a) the Customer must pay interest on the unpaid amount at a rate of 10% compounding monthly from the due date for payment until the amount is paid in full;
 - (b) the Customer is liable for any legal costs (on a solicitor and client basis) incurred by REMONDIS in recovering the amount plus interest; and
 - (c) REMONDIS may, by written notice to the Customer, terminate this Agreement on the date specified in the notice.

- 5.9 The Customer must, in addition to the Fees, pay all goods and services tax payable with respect to any taxable supply under this Agreement.
- 5.10 This clause 5 survives termination or expiry of this Agreement.

6 LIABILITY AND INDEMNITY

- 6.1 To the extent permitted by Law, the total liability of REMONDIS for any loss or damage suffered or incurred by the Customer (including due to the negligence of REMONDIS or its Personnel) in connection with this Agreement or the supply of any services, is limited to REMONDIS, at its election, resupplying the services.
- 6.2 Subject to clause 6.1, and to the extent permitted by Law, REMONDIS is not liable to the Customer for any indirect, special or consequential loss or damage.
- 6.3 The Customer indemnifies REMONDIS against all loss, damage, cost and expenses incurred by, or claimed against, REMONDIS in relation to:
- (a) the Customer's access to or use of the Disposal Facility;
 - (b) injury or death to persons, loss or damage to property or contamination of or adverse effect upon the environment or the Disposal Facility by or in connection with delivery or unloading of the Permitted Waste or Excluded Waste at the Disposal Facility
 - (c) by the Customer or its employees, contractors or agents;
 - (d) failure by the Customer or its employees, contractors or agents to comply with all laws, including without limitation the *Heavy Vehicle National Law 2012(Cth)*;
 - (e) negligence of the Customer or its officers, employees, contractors or agents;
 - (f) breach by the Customer of its obligations under this Agreement,
- except to the extent that the loss, damage, cost, expense is directly caused by a wilful or negligent act or omission by REMONDIS or its employees or contractors.
- 6.4 This clause 6 survives termination or expiry of this Agreement.

7 CONFIDENTIALITY

- 7.1 The Customer must not disclose any information concerning the existence or contents of these Terms without the prior written consent of REMONDIS unless the disclosure:
- (a) is required by law; or
 - (b) is to a professional advisor of the Customer, upon the basis that the advisor must not further disclose that information without the prior written consent of REMONDIS.

8 WARRANTY AND COMPLIANCE WITH LAWS

- 8.1 The Customer warrants that the materials contained in the Permitted Waste has been classified as per any relevant Australian Standards and the Customer warrants that it has and will continue to comply with clause 8.3.
- 8.2 The Customer must comply with all applicable laws and lawful directions by REMONDIS, including with respect to work, health and safety requirements and under the *Heavy Vehicle National Law 2012 (Cth)*, as varied from time to time.
- 8.3 Where the Permitted Waste is supplied in accordance with any relevant guidelines, orders and exemptions issued by the NSW Environmental Protection Authority, the parties warrant and agree to comply with any relevant Resource Recovery Order and Resource Recovery Exemption issued under the *Protection of the Environment Operations Waste Regulation 2014 (NSW)*, in relation to the Permitted Waste, including any directions, conditions and record keeping requirements.

9 WASTE MATERIAL AND TITLE

- 9.1 The Customer warrants that it has unencumbered title to the Permitted Waste delivered to REMONDIS at the Disposal Facility and that the Permitted Waste (unless otherwise specified) will not contain any Excluded Waste.
- 9.2 The Customer warrants that the waste materials delivered to REMONDIS at the Disposal Facility will consist entirely of Permitted Waste (unless otherwise specified in writing) and will have the components and characteristics meeting the description notified by the Customer to REMONDIS.
- 9.3 Subject to compliance with this Agreement by the Customer, title to all Permitted Waste other than Excluded Waste (except where specified) shall vest in REMONDIS upon acceptance by REMONDIS at the Disposal Facility and unloading in accordance with this Agreement. The Customer's Permitted Waste will be disposed of by REMONDIS lawfully at a licensed disposal facility.
- 9.4 Title to and liability for all Excluded Waste (except where Specified) shall remain with the Customer. The Customer shall be responsible for the costs of excavation, transport and removal of Excluded Waste from the Disposal Facility and any rectification works at the Disposal Facility and the Customer will accept return (at the Customer's expense) of Excluded Waste at any premises owned or occupied by the Customer.
- 9.5 The Customer warrants to REMONDIS that should the Customer require REMONDIS to accept and dispose of any Excluded Waste will first so inform REMONDIS in advance of its requirements. Such advice to REMONDIS will be warranted by the Customer to be a complete, true and accurate analysis of such waste materials and the following additional terms and conditions shall apply to such waste materials:
- (a) the Customer warrants that the waste materials delivered to REMONDIS at the Disposal Facility will have the components and characteristics meeting the description notified by the Customer to REMONDIS;
 - (b) if the waste materials delivered to REMONDIS are later determined not to have components and characteristics meeting the description notified by the Customer to REMONDIS or if the Disposal Facility ceases operations or is later prohibited from receiving such waste materials, then the portion of this agreement or any collateral or other agreement pertaining to such waste materials may be terminated immediately by REMONDIS upon notice to the Customer;
 - (c) the Customer agrees to comply with the precautions, conditions and limitations contained in REMONDIS's written notice of approval of such waste materials;
 - (d) if documents, shipping papers or manifests are required by law or regulation to accompany the waste materials to the Disposal Facility, Customer is responsible for preparing all manifests or papers in the form and number required by law.

10 DISPUTE RESOLUTION

- 10.1 If a party claims a dispute has arisen that party must promptly give the other party notice in writing of the dispute. Representatives from each party must meet immediately with a view to resolving the dispute amicably and without delay.

- 10.2 If after thirty (30) days the dispute remains unresolved the parties will confer with a mutually agreed third party to assist to resolve the dispute by mediation.

11 GENERAL

- 11.1 Nothing in this Agreement gives rise to any relationship of agency, partnership, employment or otherwise between the parties.
- 11.2 This Agreement constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with the relevant subject matter. No other terms or conditions shall be binding upon REMONDIS, unless accepted in writing.
- 11.3 Unless expressly permitted by this Agreement, no variation of this Agreement is effective unless made in writing and signed by each party.
- 11.4 This Agreement is governed and construed in accordance with, the laws of Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland.
- 11.5 This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document
- 11.6 Each party must pay its own costs and expenses in relation to the negotiation, preparation, execution, variation and performance of this Agreement.
- 11.7 Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any of the other provisions of that document.
- 11.8 If Agreement or other document is executed by a person on behalf of the Customer, that person warrants they have authority to execute the Agreement or other document on behalf of the Customer.
- 11.9 If the Customer enters into the Agreement in its capacity as trustee of a trust, the Customer acknowledges and agrees that these Terms are binding on the Customer personally and in its capacity as trustee of the trust. The Customer warrants that it has power and authority under the trust to enter into these Terms and has the right to be indemnified out of the trust property before the beneficiaries of the trust for all liabilities incurred by Customer pursuant to these Terms.
- 11.10 The Customer must not assign any of its rights or obligations under this agreement without REMONDIS' approval in writing, such approval to be given or withheld at REMONDIS' absolute discretion
- 11.11 If REMONDIS is unable to provide the Services due to circumstances beyond its reasonable control (including condition changes to the EPA Licence or Planning Permit) then REMONDIS may suspend the Services by written notice to Customer. Time is not of the essence in relation to performance of the Services.
- 11.12 Customer warrants that it has made due and careful enquiry concerning the waste materials to be disposed of under this agreement at the Disposal Facility (including the source and components and characteristics of the same) and has provided the warranties and assumed the obligations set out in this agreement on an informed basis.

SIGNED for and on behalf of REMONDIS by its duly authorised person:

SIGNED for and on behalf of the Customer by its duly authorised person:

.....
(Signature of Authorised Person).....
(Name of Authorised Person).....
(Signature of Authorised Person).....
(Name of Authorised Person).....
(Position of Authorised Person).....
(DATE).....
(Position of Authorised Person).....
(DATE)