

Printing Industries Association of Australia

Recommended Terms & Conditions for Contracts with Waste Contractors to supply Waste and/or Recycling Collection and Disposal Services

This Contract has been developed in association with SITA Australia. There is no guarantee that other Waste Management Supply Businesses will be willing to utilise this form of Contract

Note: Refer to Clause 23 for Definitions & Interpretations to apply to this Contract.

1 Purpose

1.1. This Contract is for Services performed by the Waste Contractor to collect and dispose of the Designated Waste and/or Recyclable Material(s) from the Customer's Premises during the Contract Period, for which the Waste Contractor will be paid the Fees or other charges agreed between the parties.

2 Scope

2.1. This Contract includes the Terms and Conditions herein and Appended Schedule(s).

2.2. This Contract constitutes the entire Contract between the parties and supersedes any prior agreement in relation to the Services.

3 All Contract Variations to be Mutual and in Writing

3.1. Agreement between the parties to alter this Contract or vary or extend the Services in relation to any matter must be mutual and confirmed and properly authorised in writing by both parties.

4 Services & Designated Waste and/or Recyclable Material(s)

4.1. The Services and Designated Waste and/or Recyclable Material(s) are set out in the Schedule; and/or as otherwise agreed between the parties.

5 Exclusivity

5.1. This Contract gives the Waste Contractor the exclusive right to provide the Services to collect and dispose of the Designated Waste and/or Recyclable Material(s) from the Premises for the Contract Period, except in event of Contract termination, when Services are stopped; or unless otherwise agreed between the parties.

5.2. The Customer retains its right to organise collection and disposal of any other waste and/or recyclable material from the Premises.

6 Service days and times

6.1. The Services shall be performed on days and between the times specified in the Schedule.

6.2. These days and times may only be varied by agreement between the parties.

6.3. Upon receiving such a request, the other party shall not unreasonably withhold consent to alter service days and times, or seek to unreasonably change any other terms or conditions of this Contract.

7 Fees

7.1 Scope of Fees

7.1.1. Fees paid for the Services are set out in the Schedule.

7.1.2. No other Fees may be charged unless otherwise agreed between the parties.

7.2 Types of Fees

7.2.1. The Fees may include but not necessarily be limited to the following types of charges.

- Standard Service charges(s) for:
 - Rental or lease of Equipment;
 - Lift or Collection Price for bins or skips;
 - Disposal cost by weight or volume of waste and/or recyclable material;
 - Rebate by weight or volume of recyclable material.
- Equipment Charge(s) for supply, set-up, installation, routine inspection and/or maintenance and/or removal of Equipment.
- Penalty charge(s) for:
 - Exceeding weight or volume limits for bins or skips;
 - Non-completion of Service – where the Waste Contractor cannot or is not obliged to perform all or part of the Services because:
 - Access to Equipment and/or Premises could not be reasonably achieved;
 - Weight or volume limits are exceeded; and/or
 - Waste and/or recyclable material:
 - Is not properly disposed of and/or aggregated in the relevant bins or skip; and/or
 - Contains Excluded Material.
- Other charge(s) – as indicated in the Schedule or otherwise agreed between the parties.

7.2.2. Subject to any Fee adjustment under clause 7.3, the Fees should reasonably account for all of the Waste Contractor's costs involved with providing the Services over the Contract Period.

7.2.3. The Customer will provide all available data in relation to quantity and composition of waste to the Waste Contractor to enable the Waste Contractor to be able to determine fees accordingly.

7.3 Fee Adjustment

7.3.1. The Waste Contractor may adjust the Fees during the Contract Period. Fees may be adjusted after the first and each subsequent 12-month period at the rates specified in the Schedule.

7.3.2. It is incumbent on the Waste Contractor to ensure that these rates incorporate all reasonably anticipated increases in its costs during the term of the Contract.

7.3.3. If not specified, the Fee adjustment rates shall equal the Consumer Price Index - All Groups six capitals (CPI) published by the Australian Bureau of Statistics for that 12 month period.

7.3.4. In the event of unanticipated non-CPI related cost increases or rebate changes which might occur during the Contract Period, the Waste Contractor retains the right to reasonably request other Fee or Rebate adjustments outside the above adjustment rates.

7.3.5. Unless otherwise agreed, these other Fee adjustments shall be restricted to future and unpredictable changes in:

- Waste disposal fees or other disposal facility costs, e.g. Waste Levy, carbon tax;
- Rates, taxes and other statutory charges;
- Fuel and/or transport costs where rises significantly exceed the CPI.

7.3.6. Any such other Fee adjustments shall only pass through to the Customer at the direct cost to the Waste Contractor of the unanticipated non-CPI related cost increase.

7.3.7. Any such request for other Fee adjustments shall:

- Provide at least 60 days notice from the future date of when the proposed Fee adjustment would take effect;
- Explain why the other Fee adjustment is requested and how it is associated with an unanticipated change which could not have been predicted at Contract commencement;
- Provide transparent and verifiable justification to the Customer that only the direct cost would be passed on as part of the other Fee adjustment;
- Clearly confirm which parts of the Service the associated cost increases would apply to and when.

7.3.8. Upon receiving such a request, the Customer shall not unreasonably refuse such a request where the request is in accordance with the above and is properly justified.

7.3.9. In the event that the Customer disagrees with the request, it shall notify the Waste Contractor within 14 days explaining its reasons. If unresolved, any disagreement will be subject to Clause 22 "Jurisdiction & Disputes".

7.4 Payment

7.4.1. The Customer will pay the Fees (including GST) upon receipt of a valid invoice from the Waste Contractor.

7.4.2. Invoice frequency and Payment Period will be as specified in the Schedule. If not specified, the Invoice frequency shall be monthly and the Payment Period shall be 30 days.

7.4.3. For late payments, the Waste Contractor may impose a (one-off) Late Payment Fee and/or an interest charge, compounding weekly, on the outstanding amount.

7.4.4. The above Late Payment Fee and per annum rate for the interest charge are as specified in the Schedule. If not specified, the Late Payment Fee shall be 5% of the relevant invoice amount and the interest rate shall be 2% above the standard variable interest rate published by the Reserve Bank.

7.4.5. A late payment fee cannot be applied where an invoice is in dispute.

7.4.6. In dispute situations, a Late Payment Fee may only be applied if the invoice was not paid in time before the dispute was notified. If the dispute is notified before a Late Payment Fee became liable, this Payment Period shall reset from the time the dispute is resolved.

7.5 Deposit

7.5.1. Before commencing Services, the Waste Contractor may require a deposit as specified in the Schedule. If not specified in the Schedule, there shall be no deposit payable.

7.5.2. Any deposit shall not exceed the estimated amount of the first 2 months' Service costs.

7.5.3. Any deposit shall be fully refundable to the Customer at a rate 25% of the deposit amount per month during the first 4 months of the Contract.

7.6 GST

7.6.1. The Fees in the Schedule are expressed exclusive of GST. Applicable GST will be included in invoices and shall be paid by the Customer.

8 Commencement, Renewal & Continuation

8.1 Contract Period

8.1.1. The Contract Period shall commence on the Start Date and continue for the initial period specified in the Schedule unless extended.

8.2 Commencement of Services

8.2.1. The Services shall commence on the Start Date or other date agreed between the parties.

8.3 Contract Renewal

8.3.1. Before end of the Contract Period, the parties may agree to renew the Contract for same or similar terms and conditions.

8.3.2. If renewed, the Waste Contractor shall prepare and provide an updated Schedule at least 60 days before the Contract Period ends.

8.4 Continuation without Renewal

8.4.1. No automatic roll-over provisions apply to this Contract.

8.4.2. If not renewed, the Contract shall automatically continue for an indefinite period unless at least 60 days notice of termination is given by either party.

8.4.3. During such extension of the Initial Contract Period the Services and/or Fees may be adjusted by agreement; or otherwise shall remain the same with Fees adjusted according to CPI per Clause 7.3.

8.5 Right for Waste Contractor to Compete

8.5.1. The Customer grants the Waste Contractor the right to compete with other offers to perform the Services at the Premises, except in the event of Contract termination or a Contract Default by the Waste Contractor.

8.5.2. The Customer shall advise the Waste Contractor within 14 days notice of receiving any such other offer.

8.5.3. The Customer has no obligation to reveal any information about the other offer; or to accept or consider any submission provided by the Waste Contractor.

8.5.4. This right to compete is only available when the Waste Contractor is the current provider of the Services and is properly operating under the terms and conditions of this Contract.

9 Default & Termination

9.1 Termination for significantly changed circumstance

9.1.1. Either party may terminate this Contract for significantly changed circumstances, by giving at least 60 days notice.

9.1.2. Both parties shall continue to fulfil their obligations under this Contract during this 60 day notice period.

9.1.3. Liquidated Damages may apply to any such termination viz. Clause 9.3.

9.2 Termination by Default or Inability to Meet Financial Obligations

9.2.1. Either party may terminate the Contract by giving 14 days written notice if the other party:

- Breaches or defaults its obligations under this Contract; or
- Becomes insolvent or bankrupt or court action is threatened or commenced or resolution proposed or passed to place the other party under any form of bankruptcy or insolvency.

9.2.2. This written notice must clearly state the reasons for termination with reference to which obligations have been breached or defaulted.

9.2.3. Reasonable opportunity must be given for the relevant party to rectify the breach or default, in which case, the termination notice should be withdrawn.

9.2.4. If either party provides a termination notice under this Clause 9.2:

- The Waste Contractor may stop providing all or part of the Services at any time after giving the termination notice but must immediately inform the Customer if and when this will occur.
- The Customer may direct the Waste Contractor to stop providing the Services at any time after giving the termination notice but must immediately inform the Waste Contractor if and when this will occur.

9.2.5. Such termination, where caused by default of a party under this clause, shall not incur penalty or liability to the other party, except for any outstanding Fees which the Customer may owe the Waste Contractor for services provided up to and on the termination date.

9.3 Liquidated Damages (LD)

9.3.1. For termination for significantly changed circumstances, the Liquidated Damages (LD) set out below or otherwise specified in the Schedule, shall be paid to the other party within 14 days of the termination notice.

9.3.2. If the Customer terminates the Contract in accordance with clause 9.1.1 (LD paid to Waste Contractor):

- If there are more than 4 months to run before the end of the Contract Period – 4 times the average monthly charge over the preceding 12 months.
- If there is less than 4 months to run before the end of the Contract Period – a sum equal to the average monthly charge over the last twelve months multiplied by the (rounded up) integer number of remaining months to the end of the Contract Period.

9.3.3. If the Waste Contractor terminates the Contract in accordance with clause 9.1.1 (LD paid to the Customer):

- 3 times the average monthly charge over the preceding 12 months.

10 Premises and Access

10.1. The Customer shall provide the Waste Contractor with access to the Premises to enable the Services to be performed and/or to attend to Equipment.

10.2. Access requirements shall be agreed between parties before execution of this Contract and appropriately noted in the Schedule.

10.3. The Customer warrants that the ground surfaces on the Premises to be traversed by the Waste Contractor's vehicles and for placement and operation of Equipment are safe and of suitable construction to prevent damage thereto.

10.4. The Waste Contractor warrants to the Customer that it has inspected the Premises and identified and agreed with the Customer all of its requirements needed to safely access the Premises.

11 Data Reporting

11.1. The Waste Contractor shall discuss with the Customer their data reporting requirements prior to Contract commencement.

11.2. Unless otherwise agreed, the Waste Contractor shall supply the following information with Payment Invoices for each distinct type of waste or recyclable collected in aggregated form from the Premises.

- Number of bins or skips collected during the relevant Payment Period;
- Maximum rated volume (of material which can be held) for the relevant bins or skips;
- Total estimated volume of that waste or recyclable material, including adjustment factor for %fullness (relative to maximum rated volume) of material collected in bin or skip.
- The % fullness factor should be reasonably based on regular observations by the Waste Contractor at site during collections.
- Measured weight of that waste or recyclable material.
- If this cannot be separately measured during collection, it may be estimated from volume so long as the assumed material density is stated.

12 Equipment

12.1. The Waste Contractor shall deliver and install at the Premises the Equipment as agreed under this Contract prior to commencement of the Services.

12.2. The Waste Contractor may install and deliver alternative or additional Equipment at the Premises to perform the Services where agreed in writing with the Customer.

12.3. Prior to commencement of the Services, the Waste Contractor shall:

- Reasonably assist the Customer in conducting its own risk and safety assessments and preparing standard operating procedures for use and operation of the Equipment, including consideration of the Waste Contractor's access requirements;
- Where necessary or requested by the Customer, provide training to the Customer's personnel that will use or operate the Equipment.

12.4. Each party warrants to the other that all of the Equipment that party has provided and installed at the Premises for the Services is:

- Suitable for the Services for the duration of the Contract (unless otherwise agreed);
- In proper working condition;
- Safe for use and operation by the other party.

12.5. Each party warrants to the other that it will ensure that:

- Correct waste and/or recyclable materials are properly disposed of in the proper Equipment.
- Equipment will be operated in accordance with the standard operating procedures or other instructions provided by the other party, and not used inappropriately or for any other purpose unrelated to the Services (except where otherwise agreed).
- Only properly authorised and trained personnel will be permitted to access, operate and/or use the Equipment;
- The Equipment will not be moved or altered in any way other than intended for provision of the Services (except where otherwise agreed);
- The Equipment each party is responsible for using will be maintained in a clean and sanitary condition.

12.6. In the event that the Equipment is damaged (outside of normal and reasonable wear and tear), lost or destroyed by a party, then that party will be responsible for the costs to repair and/or replace the Equipment.

12.7. The Waste Contractor shall be responsible for:

- Inspecting and maintaining its Equipment as required, with 7 days notice to be provided to the Customer of any inspection or maintenance visits;
- Rectifying, repairing, or replacing its Equipment if necessary, at its own cost (unless otherwise agreed), within 7 days (or as otherwise agreed), it identifies or from the Customer's notification of any defects or operational failures in its Equipment.

12.8. At the end of the Contract, the Waste Contractor shall remove its Equipment from the Premises as agreed under this Contract within 14 days at a date and time mutually agreed with the Customer.

12.9. Title in Equipment shall remain with the party that has supplied that Equipment for the purposes of the Services (unless otherwise agreed).

12.10. The Customer agrees not to use any other mechanical equipment, unless otherwise agreed with the Waste Contractor, to compact or alter or amend material in the Equipment, except where this is a normal part of the actual or intended operation of the Equipment.

13 Weight Limits

13.1. The Customer agrees that it will not purposely fill Equipment beyond the maximum height or weight limit (unless otherwise agreed).

13.2. The Customer acknowledges that if the Equipment is filled beyond the maximum height or weight limit:

- The Waste Contractor may refuse to collect the waste or recyclable material in the Equipment and a non-completion penalty charge may apply viz. Clause 7.2;
- The Waste Contractor may elect to collect the waste or recyclable material but may charge an excess weight or volume penalty charge viz. Clause 7.2.

14 Collected Waste & Recyclable Material

14.1 Agency & Title

14.1.1. The Waste Contractor shall be the Customer's agent with respect to collecting and transporting of waste and recyclable material from the Premises.

14.1.2. Title to all waste and recyclable material, other than where Excluded Material is present that is collected from the Premises shall vest with the Waste Contractor when loaded into its vehicles.

14.1.3. Title to and liability for material where Excluded Material is present shall remain with the Customer.

14.2 Licensing & Regulatory Compliance

14.2.1. The Contractor warrants to the Customer that it and any of its subcontractors are properly licensed and trained to collect, accept, transport and/or dispose of the waste and recyclables, and shall remain so during the life of this Contract.

14.2.2. If requested, the Contractor shall provide to the Customer, within 14 days, appropriate substantiation of any such relevant licensing and/or training it or its subcontractors is required to have and/or hold.

14.2.3. The Contractor (and any of its subcontractors) shall adhere to all relevant local government, state and federal legislation relating to the collection, acceptance, transport and disposal of the waste and recyclables.

14.2.4. Where relevant the Contractor shall reasonably advise the Customer of any such regulatory requirements the Customer must also comply with which are related to collection by the Contractor (or its subcontractors) of waste and/or recyclables from the Customer's site under this Contract.

14.3 Customer's Warranty

14.3.1. The Customer warrants to the Waste Contractor that waste and recyclable material that the Waste Contractor collects from the Premises:

- Is what the Customer tells the Waste Contractor it is;
- Does not contain Excluded Material: radioactive, highly flammable, explosive, biochemical, asbestos or other banned substances the Waste Contractor has or hereafter specifies to the Customer.

14.4 Management of Excluded Material

14.4.1. In the event that Excluded Material is identified by the Waste Contractor in waste and/or recyclable material presented for collection:

- If at the Premises, it has the discretion to refuse to handle or remove that material without breaching this agreement or charging additional fees to do so.
- If post-collection, it has the discretion to return the material to the Customer's premises (at the Waste Contractor's own cost) without breaching this agreement or charging additional fees not to do so.

14.4.2. In the event that the Waste Contractor refuses to handle, remove or return material under this clause, the Customer may procure alternative suppliers to collect and dispose of that material at its own cost.

14.4.3. The Customer may be liable for any fines or penalties incurred by the Waste Contractor for disposal of any material containing Excluded Material, which the Waste Contractor may directly pass on as an additional and separately listed charge outside the Fees.

15 Subcontracting

15.1. Subcontracting out of part of all of the Services to another party by the Waste Contractor is only permitted by agreement with the Customer.

15.2. Any such subcontracting of Services by the Waste Contractor shall:

- Not disadvantage the Customer in terms of convenience, quality and cost of Services provided;
- Be performed under the same terms and conditions of this Contract;
- Shall not relieve the Waste Contractor of any of its obligations under this Contract.

16 Assignment

16.1. Neither party may assign, transfer or novate this Contract except by agreement in writing with the other party.

17 OH&S

17.1. Each party is responsible for undertaking risk assessments and meeting other health and safety obligations involved with the provision of Services and/or operation of Equipment at the site, in accordance with the SA Occupational Health, Safety and Welfare Act 1986 and its associated regulations (or whatever other regulatory requirements may come into existence and/or apply during the Contract Term).

18 Indemnity & liability

18.1. To the maximum extent permitted by law, the Waste Contractor is not liable in any way whatsoever, whether in tort (including negligence), contract (including any indemnity), breach of statute or otherwise, for any incidental, indirect, special or consequential losses or damages or economic loss, including any loss of clientele, loss of business revenues or loss of profits by Customer, in relation to the Services, whether under this Contract or otherwise.

18.2. To the maximum extent permitted by law, the Waste Contractor's liability under or in connection with this Contract (including under this clause 18) is limited under contract (including any indemnity), tort (including negligence), statute or otherwise to the total payments made by Customer to the Waste Contractor under the Contract in the twelve (12) month period preceding the liability arising.

18.3. With regard to third party claims, the Waste Contractor will indemnify Customer in relation to any loss, cost, damage, debt or expense, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused directly by SITA's (or the Waste Contractor's employees' or agents'), negligent acts or omissions, and subject to Customer using its reasonable efforts to mitigate any loss, damage, liability or expense which it suffers or incurs.

18.4. The Customer must give the Waste Contractor prompt written notice of any claim for which Customer intends to seek recovery from the Waste Contractor under this Contract. The Customer may not settle, defend or litigate any claim for which Customer seeks or will seek indemnification from the Waste Contractor without the prior written consent of the Waste Contractor, and the Waste Contractor will not be liable for any settlement or claim established against or cost or expense incurred by, the Customer without that prior written consent.

19 Insurances

19.1. The Waste Contractor shall hold and maintain during the Contract public liability insurance to the amount specified in the Schedule. If not specified, this amount shall be \$20million.

20 Confidentiality

20.1. Both the Waste Contractor and the Customer shall keep information about this Contract confidential and private from third parties except as outlined below.

- Where required to disclose this information by law.
- Where the third party has signed a confidentiality agreement committing it to keep information about this Contract confidential. In this event, the relevant party is obligated to notify the other party that a third party has been engaged, and for what purpose.

21 Force Majeure

21.1. In the event of circumstances beyond the Waste Contractor's reasonable control that prevent the performance of the Services, the Waste Contractor may suspend this Contract for a maximum period of 7 days.

21.2. This maximum period of Contract suspension may be extended beyond 7 days if agreed in writing by the Customer.

21.3. The Waste Contractor shall advise the Customer of any such suspension within 24 hrs of becoming aware that a Force Majeure event has occurred.

21.4. Within 48 hrs, the Waste Contractor will consult with the Customer on when Services are likely to be resumed and if and how the Customer could effectively manage any build-up of waste and recycling material at its Premises until this can occur.

21.5. Within 24 hrs of this consultation, or if subsequently directed by the Customer, the Waste Contractor will organise temporary alternative Services from another Waste Contractor during the Contract suspension. The requirement for temporary alternative Services from another Waste Contractor shall be at the sole discretion of the Customer.

21.6. These alternative Services shall be charged to the Customer at no more than the Fee than would have been otherwise charged for the equivalent Services provided by the Waste Contractor under this Contract.

21.7. If the Waste Contractor is not able to comply with any of the above obligations, this shall constitute a Contract default and the Customer may terminate the Contract.

21.8. Any suspension of the Contract by the Waste Contractor shall be deducted from the Contract term and Contract Period.

21.9. Unless temporary alternative Services are provided by the Waste Contractor, the Customer shall not be liable for any Fees during a Contract suspension.

22 Jurisdiction & Disputes

22.1. The law that apply to this Contract shall the relevant laws of the jurisdiction(s) where the Customer's site is located.

22.2. For any dispute or difference arising out of or in connection with this Contract the dispute shall first be submitted in writing to the other party. Attempts to resolve the dispute shall then subsequently occur through negotiations between senior executives of the parties.

22.3. If not resolved within 30 days of written notice of the dispute, resolution shall otherwise be determined by:

- The appointment of a single arbitrator to be agreed between the parties;
- Or failing agreement within 14 days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Deputy President of the Chartered Institute of Arbitrators.

22.4. Nothing in this clause shall be construed as prohibiting either party applying to a court for interim injunctive relief.

23 Definitions & Interpretation

“Contract” – These terms and conditions, the attached Schedule, and any other agreement between Waste Contractor and Customer for the Services

“Contract Period” – The period during which the Contract operates and Services are provided (excluding Contract suspension)

“Initial Contract Period” – The initial fixed period of time specified in the Schedule for Services to be provided by the Waste Contractor.

“Customer” – Person, firm or corporation specified in the attached schedule. If these are two or more persons or entities, then all such persons or entities shall be bound by the Contract jointly or severally. The Customer includes the person or entity’s employees, contractors, agents, representatives and workers.

“Designated Waste” – The waste, recyclable and/or non-recyclable material collected by the Waste Contractor as specified in the attached schedule.

“Equipment” – The equipment listed in the Schedule and supplied by the Waste Contractor and/or Customers for the Services.

“Excluded Material” –Radioactive, highly flammable, explosive, biochemical, asbestos or other banned substances the Waste Contractor otherwise specifies to the Customer.

“Fees” – The fees and charges in the Schedule (or otherwise adjusted by agreement) paid by the Customer to the Waste Contractor, for performing the Services.

“Force Majeure” - A circumstance beyond the reasonable control of the parties, including , without limitation, natural disasters, adverse weather conditions, fires, acts of war or hostility, interruption or failure of electricity services, epidemics, industrial action, civil unrest or any act or omission of any third party (including, without limitation, subcontractors, customers, suppliers, governments or government agencies) or the passing of any law, regulation or any disapproval or failure to approve of any matter by a government or government agency.

“Payment Period” – The time within which payment of the Fees is required by the Customer from when the invoice is issued by the Waste Contractor.

“Premises” –The premises in the Schedule where the Services will be provided by the Waste Contractor.

“Recyclable Material” – Material that is diverted from landfill for beneficial reuse or recycling.

“Schedule” –The schedule attached to these terms and conditions, which describes the Services and Equipment to be provided and their associated Fees.

“Service” –The collection and disposal of recyclable, waste and/or other non-recyclable material from the Premises or any other services described in the attached Schedule.

“Start Date” –The designated start date for provision of the Services as specified in the attached schedule.

“Waste Material” – Material that is disposed of to landfill or which cannot be used for beneficial reuse or recycling. This material may include: Medical/sanitary waste; Hazardous waste; and/or other Prescribed or banned wastes.

“Waste Contractor” –The person, firm or corporation specified in the attached schedule, which is the supplier of the Services and/or Equipment specified in the attached Schedule. The Waste Contractor shall include the person or entity’s employees, contractors, agents, representatives and workers.

Schedule

Contract to Supply Waste and/or Recycling Collection and Disposal Services

Part A – Primary Service Terms & Conditions (complete as required)

1 Customer & Contract Details

Premises - Location/Address	

	Customer	Waste Contractor
Person(s) or Entity's Name		
ABN		
Business/Billing Address		
Authorised Representative & Contact Person		
Phone		
E-mail		
Fax		

2 Contract Term/Period

Contract Start Date	
Initial Contract Period	
Initial Contract End Date	

3 Payment details (where different to Contract Terms & Conditions)

Invoice Frequency		
Payment Period		days
Late Fee		
Late Payment Rate		%/annum

4 Additional Item Checklist

1. Access locations & routes confirmed – attach Map	
2. Ground surfaces, clearances and other access requirements suitable for collection vehicles – attach summary of relevant access requirements	
3. Equipment supply and/or installation times & arrangements discussed & agreed	
4. Equipment training & operating procedures provided and/or discussed	
5. Data reporting requirements discussed & confirmed	

5 Service Details & Charges

5.1 Services to be provided

	Waste or Recyclable Material	Waste Recycling Method or Location	Bins/Skips Supplied			Supply/Installation Date	Collection		
			Size & type	Number	Location		Frequency	Day(s)	Times
1									
2									
3									
4									
5									
6									
7									

5.2 Recurrent Service Fees

	Waste or Recyclable Material	Standard Service Fee(s)				Estimated Service Cost		
		Rental	Lift Price	Disposal cost	Rebate	kg or m3/unit	\$/unit	\$/week
		\$/unit/week	\$/unit	\$/t or \$/m3	\$/t &/or \$/m3			
1								
2								
3								
4								
5								
6								
7								

5.3 Equipment charges

	Waste or Recyclable Material	Equipment	Supply & Install	Removal	Routine Inspection &/or Maintenance	
			\$	\$	\$/visit	Frequency
1						
2						
3						
4						
5						
6						
7						

Schedule

Contract to Supply Waste and/or Recycling Collection and Disposal Services

Part B – Supplementary Service Terms & Conditions (to be completed if required)

6 Liquidated Damages (where different to Contract Terms & Conditions)

Terminating Party	Time Period	Amount
Waste Contractor (LD paid to Customer)		
Customer (LD paid to Waste Contractor)		

7 Waste Contractor Insurance (where different to Contract Terms & Conditions)

Policy No.	Amount	Expiry Date
Public Liability		

8 Customer Deposit (if applicable)

Amount		Payment Date:	
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9 Excluded Material(s) (where different to Contract Terms & Conditions)

	Waste or Recyclable Material	Excluded Material(s)
1		
2		
3		
4		
5		
6		
7		

10 Supplementary Service Details & Charges

10.1 Penalty charges

	Waste or Recyclable Material	Bin Limits Exceeded			Non-completion
		Weight (Nett)	Volume (Nett)	Excess Weight/Volume Charge	\$/non-completion
		kg	L or m3	\$/t &/or \$/m3	
1					
2					
3					
4					
5					
6					
7					

10.2 Other Charges

	Type and/or Purpose	Column 1	Column 2	Column 3
1				
2				
3				
4				
5				
6				
7				

10.3 Fee Adjustment (where different to CPI)

	Fee or Service type	Annual Fee Adjustment			
		Year 1	Year 2	Year 3	Year 4
1					
2					
3					
4					
5					
6					
7					