

### **Standard terms – Ongoing**

*In light of upcoming legislative changes, we have made some changes to our terms and conditions which apply to the waste management services, equipment and/or products we provide you. We have also taken this opportunity to make some other changes, including to provide greater clarity on how we service our customers.*

*The new terms make various changes, which include expanding and clarifying a number of the rights you have in your dealings with us, and also some rights we have.*

### **What these changes mean for you**

1. **Updated pricing and fees** may be provided to you where you have changed the scope or nature of the services, equipment or products requested, and you will be taken to have accepted these revised fees where you accept, or continue to accept, our services, equipment or products.

Examples of changes which may trigger an update to your pricing or fees include:

- a. changes to the type of waste we collect from you, or the time, frequency, location or method of service (see clause 3(b) and 3(e));
- b. where you request different or additional equipment or products, changes to existing equipment or products already provided to you, additional parts or upgrades to existing equipment or products, or replacement products used in the servicing of equipment (see clause 3(b));
- c. where you exceed allowed weights or contamination levels (noting that where you exceed contamination levels, we can determine whether we are prepared to provide services in respect of the relevant waste) (see clause 3(c) and 3(e)); and
- d. where you relocate to new premises (see clause 19).

### **2. Price or fee adjustments:**

- a. **30 days' written notice** of price or fee adjustments will continue to be provided (except where you have changed the scope or nature of the services, equipment or products) (see clause 4(a), 4(c) and 4(d)).
- b. **The cost of our use of third party providers** who collect, transport, treat and dispose of the waste we collect will be passed on to you (see the definition of 'Disposal Rates', clause 4(a)).
- c. You can still:
  - i. Query and ultimately dispute any pricing or fee adjustments relating to change in disposal rates, fuel costs or change in law (see clause 4(a)); and
  - ii. Terminate your agreement with us where there is an 'Out-of-Cycle Price Adjustment' (see clause 4(d)).

The new standard terms clarify that the time period for this termination right starts from the date of our adjustment notice to you.

- d. **We will notify you of pricing or fee adjustments** using your billing contact details (email or address), unless you notify us otherwise (see clause 4(e)).

### **3. Terms relating to renting equipment, and purchasing equipment or products:**

- a. **Where you rent equipment from us** you must ensure it is properly cared for and only used for its intended purpose. If you damage the equipment beyond fair wear and tear, we may terminate our agreement with you on 14 days' notice. Alternatively, we may discuss and agree variations to our services and/or fees (see clause 1.1(c)(iii) of Schedule 4).
- b. Where you are renting equipment and we determine (acting reasonably) that the value of the rental equipment is greater than or equal to \$150,000, **we may require you to insure the rental equipment** (see clause 1.1(e) of Schedule 4). If you do not insure the equipment, **we may insure it at your cost, or terminate on 14 days' notice** (see clause 1.1(f) of Schedule 4).

- c. **We may ask you to provide us with a security bond or bank guarantee** if you trial or rent equipment from us. In the event that you are in breach of this Agreement we may call upon such bond or guarantee with notice to you (see clause 1.1(g) of Schedule 4).
- d. If you buy **second hand equipment** from us, to the maximum extent permitted by law, **you release us from all claims and liabilities** in connection with the nature, quality, durability, fitness for use, merchantability, suitability or condition of the purchased equipment (noting that, for the avoidance of doubt, nothing in our terms and conditions is intended to exclude any consumer guarantee or other non-excludable right that you may have under the *Competition and Consumer Act 2010* (Cth) or any other applicable law) (see clause 1.3(c) of Schedule 4).

4. **Other changes include:**

- a. If the waste we collect or dispose of is different to the type of waste specified in the agreement or exceeds contamination levels, and you do not notify us of this, we may pass on to you any additional costs incurred as a result of collecting or disposing of that waste (see clause 3(e)).
- b. Where we deliver equipment to or collect equipment from your premises, we are no longer required to disclose any associated delivery or collection fees to you in advance (see clause 9(a)).
- c. You can now **dispute the Written Down Value** we may charge you when our agreement is terminated on equipment specifically procured, designed, manufactured or implemented for you (see clause 7(h)).
- d. We have **limited our access right** to only the parts of the premises we need to perform the services to you, *replacing* a broad right to access your premises (see clause 8).
- e. We will now give you notice if we assign or wish to novate the agreement or any rights we have under the agreement (see clause 20).
- f. Where we provide you services that include the transportation of waste subject to waste transport or tracking requirements under environmental laws, you must now do all things reasonably necessary to allow us to comply with those requirements (see clause 13).
- g. The warranty that you provide to us in respect of the waste to be collected and/or disposed of by us has been expanded such that you warrant:
  - i. where the waste is packaged waste, that the waste is in appropriately labelled sealed containers; and
  - ii. is compliant with all transport regulations and guidelines including applicable Australian Dangerous Goods Codes,(see clause 13).
- h. We have provided you with **more examples of what may constitute a force majeure event**, such as floods, fire, explosions, epidemics or a change in law event. A shortage of materials will now only be a force majeure event if it is substantial and prolonged (see clause 14).
- i. The termination for cause provisions have been expanded to apply to breaches of all terms of the agreement (rather than just "material" terms).
- j. **We may now terminate our agreement** with you if prior to the commencement of the services or delivery of the equipment and/or products, we reasonably consider that you do not meet **our credit worthiness requirements**, but we'll refund any amounts for equipment, products and/or services not yet provided (see clause 18(b)).
- k. If **we change these standard terms**, we will provide you with written notice and you can terminate (within 30 days of receiving notice from us) if you don't accept, or can't comply with, these new changes. You won't be charged the Break Fee in those circumstances (see clause 26).
- l. **Your purchase order terms and conditions will not apply** unless we agree otherwise with you (see clause 28(b)).