



Terms and Conditions of Trade

COPPING REFUSE DISPOSAL SITE JOINT AUTHORITY trading as SOUTHERN WASTE SOLUTIONS ABN 87 928 486 460 as appointed agent for the management of the C-Cell including providing the Services on behalf of the Principal ("SWS") PO Box 216, New Town, TAS 7008, phone +613 6273 9712 email finance@swstas.com.au

1. Definitions

In these Terms:

Agreement means any agreement for SWS's acceptance of Customer Permitted Controlled Waste deposited by or on behalf of the Customer at the C-Cell;

C-Cell means the landfill cell for disposal of Controlled Waste at the Facility;

C-Cell Permit means Permit Conditions – Environmental No. 8700, abbreviated by the EPA as PCE 8700;

Controlled Waste means controlled waste as defined in section 3 of the *Environmental Management and Pollution Control Act 1994* (Tas) and as further prescribed by the *Environmental Management and Pollution Control (Waste Management) Regulations 2010* as amended from time to time;

Copping Landfill means the waste treatment landfill and resource recovery facility at Arthur Highway, Copping in Tasmania;

Copping Landfill Site Officer means the person notified by the contractor operating the Copping Landfill to SWS in writing from time to time, as the contact person for day to day operations at the Copping Landfill;

Credit Account means a credit account established in accordance with clause 3.1 and subject to the Terms;

Customer means the person, jointly and severally if more than one, acquiring Services from SWS;

Customer Permitted Controlled Waste means the Customer's particular Permitted Controlled Waste that has been approved by the EPA in writing to be disposed of at the C-Cell at the Facility, of which a copy of that written approval has been provided to SWS, and SWS has notified the Customer in writing can be accepted at the C-Cell;

Customer's Representative means the person notified by the Customer to SWS in writing from time to time, as a contact person for day to day operations under the Terms;

Direction means any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which SWS may make, give, serve or issue to the Customer to require the Customer to fulfill to the satisfaction of SWS, the Customer's obligations under the Terms and any Agreement;

DPIWE means the Department of Primary Industries Water and Environment or Department of Primary Industries, Parks, Water and Environment as the context requires;

EMPCA means the *Environmental Management and Pollution Control Act 1994* (Tas);

EMPCA Regulations means the *Environmental Management and Pollution Control (Waste Management) Regulations 2020* (Tas);

Environmental Law means a provision of law, or a law which at any time relates to any aspect of the environment or health;

Environmental Requirements means the requirements of the *Environmental Management Pollution and Control Act* (Tas) 1994 and its regulations, any relevant State Policies, National Environmental Protection Measures, Codes of Practice, or

standards which apply to the Permitted Controlled Waste, C-Cell, the Facility, the Terms and/or the Agreement;

EPA means the Environment Protection Authority, Tasmania;

EPN means the Environment Protection Permit issued by NRE to SWS to operate the Copping Landfill;

Facility means the Copping Landfill;

Facility Safety Induction means the online safety induction process for the Facility including all materials and the questionnaire to be completed;

Facility Safety Induction Requirements means the Facility Safety Induction requirements for drivers of vehicles and any other persons working at the Facility or required to attend the Facility, to enter the Facility set out in clauses 3.1 and 3.2 of the Terms;

Gate Tag means a gate tag for the Facility issued by SWS for a particular vehicle permitting entry to the Facility for the deposit of Controlled Waste. The Gate Tag must be requested from SWS at least five days prior to the first proposed deposit of Controlled Waste at the Facility using the particular vehicle, and if approved, the Gate Tag Fee is paid and the Gate Tag collected from the Lutana Waste Transfer Station;

Gate Tag Fee has the meaning in clause 3.1;

Government Body means any government (federal, state or local) or any governmental, administrative or judicial body, department, authority, commission, tribunal, delegate, instrumentality or agency;

GST means the Goods and Services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended;

Hazardous Chemical has the same meaning as set out in the *Work Health and Safety Regulations 2021* (Tas);

Hazardous Waste means any of the following materials:

- (a) waste that consists of or contains any Hazardous Chemical;
- (b) waste that consists of or contains arsenic and/or cyanide;
- (c) any water soluble toxic compound of any of the following elements:
 - (i) barium;
 - (ii) boron;
 - (iii) cadmium;
 - (iv) chromium;
 - (v) copper;
 - (vi) lead;
 - (vii) mercury;
 - (viii) selenium;
 - (ix) zinc;
- (d) waste that consists of or contains acids or alkaline materials;
- (e) waste that consists of or contains flammable material derived from grease, coal, tar, petroleum, oil or shale;
- (f) waste which may either be itself or in combination with other material be infectious, explosive, poisonous, toxic, or otherwise dangerous or injurious to human, animal, or plant life;
- (g) sewerage sludge (whether mixed with water or not), that contains suspended or settleable solids that have not decomposed or have only partially decomposed, or septic

waste;

- (h) any Controlled Waste, and
- (i) any other waste or refuse which SWS notifies the Customer in writing is Hazardous Waste for the purposes of the Agreement;

Interest means the Commonwealth Bank overdraft index rate plus 2%, charged monthly;

Law means any legislative enactment and any subordinate legislation as amended or replaced, any rule of common law, customary law or equity and any constitution, decree, judgment, legislation, code, treaty, convention or other legislative provision, of any relevant jurisdiction (and "lawful" and "unlawful" shall be construed accordingly);

Licence Plate Recognition means a technology that uses cameras to read licence plates to identify the vehicle and its driver and the waste material linked to this vehicle;

Lutana Waste Transfer Station means the waste transfer station operated by SWS at 129 Derwent Park Road, Lutana;

NRE means the Department of Natural Resources and Environment Tasmania previously known as the Department of Primary Industries Water and Environment or Department of Primary Industries, Parks, Water and Environment, as the context requires;

NRE Permit means the permit issued to SWS by NRE to operate the Facility;

Permitted Controlled Waste means Controlled Waste that may be accepted in the C-Cell in accordance with the C-Cell Permit condition G9(1.2);

Prescribed Levy has the meaning in section 29 of the *Waste and Resource Recovery Act (Tas) 2022* which until and including 2024 is \$20 per tonne expressed as 12 fee units;

Principal means C Cell Pty. Ltd. ACN 610 585 245 as trustee for the C-cell Unit Trust, the operator of the C-Cell business at Copping, Tasmania;

Services means the acceptance of the Customer Permitted Controlled Waste delivered by or on behalf of the Customer to the C-Cell;

Site Rules means the rules for entry to the Copping Landfill at the relevant time, including without limitation, induction process, entry rules including Licence Plate Recognition, speed limits, Gate Tags and other road rules and conditions;

SWS means Copping Refuse Disposal Site Joint Authority trading as Southern Waste Solutions ABN 87 928 486 460 as agent for and on behalf of the Principal;

SWS C-Cell Officer means the contact person for day to day operations at the C-Cell;

SWS Website means www.sws.tas.com.au;

SWS Work Health and Safety Requirements means the work health and safety requirements for entry to and permission to remain at the Facility as varied from time to time, which as at the date of the Terms are:

- (a) all vehicles entering the Facility must be driven by a driver who has completed the Facility Safety Induction process and complies with the Site Rules for the Copping Landfill and uses a Gate Tag issued by SWS for that vehicle to enter the Copping Landfill to deposit Controlled Waste and have a UHF radio (fitted or hand held) the driver tuned into channel 12. On arrival the Copping Landfill Site Officer must be radioed to inform them of entry onto the Copping Landfill and the driver must comply with the Copping Landfill Site Officer's specific Directions.
- (b) On arrival with a C-Cell specific gate tag the vehicle may be driven to the transfer station to unload the Customer Permitted Controlled Waste, and must comply with any Specific Directions of the weighbridge operator;
- (c) protective footwear must be worn by all persons at the Facility;
- (d) high visibility vests must be worn by all persons at the

Facility;

- (e) long sleeves and pants must be worn by all persons at the Facility;
- (f) no smoking is permitted at the Facility;
- (g) keep to signed speed limits;
- (h) no admittance for unauthorised personnel;
- (i) photography is not permitted at the Facility;
- (j) only the driver may leave the vehicle whilst at the Facility. For avoidance of doubt, no passengers in the vehicle may leave the vehicle whilst at the Facility;
- (k) drivers, contractors and any other persons may not enter or work at the Facility if they are under the influence of alcohol or drugs (blood alcohol content not exceeding 0.00%). Anyone entering the Facility may be subject to random testing for alcohol or drugs;

Terms means these C-Cell Terms and Conditions of Trade;

Waste means the following categories of waste approved by the EPA for disposal at the Copping Landfill in accordance with the EPN for the applicable Facility:

- (a) clean fill, non-contaminated building rubble and putrescible waste approved by NRE to be disposed of at the applicable Facility in accordance with the NRE permit; and/or
- (b) Controlled Waste if the disposal of the Customer's particular Controlled Waste has been approved by the EPA in writing to be disposed of at the applicable Facility;

Waste and Resources Recover Laws means the *Waste and Resource Recovery Act (Tas) 2022* and the *Waste and Resource Recover Regulations (Tas) 2022*;

Waste Levy means the Prescribed Levy, at the relevant time, on the Customer's Waste payable in accordance with the *Waste and Resource Recover Regulations (Tas) 2022*;

Work Health Safety Law means the *Work Health and Safety Act 2012 (Tas)*, *Work Health and Safety Regulations 2022 (Tas)*, *Work Health and Safety (Transitional and Consequential Provisions) Act 2012 (Tas)*, *Work Health and Safety (Transitional) Regulations 2022 (Tas)* and any relevant Codes of Practice approved in accordance with such legislation which apply to SWS, the Facility, Permitted Controlled Waste, the Customer Permitted Controlled Waste and/or the Agreement.

2. **SWS Warranty**

SWS in its own right and not as agent for the Principal warrants that as at the date of the Agreement and for the duration of the term of that Agreement, SWS has authority to enter the Agreement and perform its obligations thereunder for an on behalf of the Principal including that SWS has authority to provide the Services in accordance with the Agreement.

3. **Basis of Agreement**

3.1 Unless otherwise agreed by SWS in writing, the Terms apply exclusively to every Agreement and cannot be varied or replaced by any other terms. To access the Services the Customer must establish a credit account with the Principal, notify SWS of the names of all drivers that will deliver the Customer Permitted Controlled Waste to the Facility and be issued with a Gate Tag for each vehicle that enters the Facility and a C-Cell specific gate tag for the Facility. All drivers delivering Permitted Controlled Waste, including the Customer Permitted Controlled Waste, must also satisfactorily complete the Facility Safety Induction and satisfactorily complete refresher and new Facility Safety Inductions as and when required by SWS. Subject to the Customer satisfying the Principal's requirements for the grant of a credit account available from the SWS Website and paying to SWS, the Principal's then current fee for each Gate Tag and the C-Cell specific gate tag, (**Gate Tag Fee**) SWS will provide the Customer with a Gate Tag and a C-Cell specific gate tag to enable the Customer to access the Services.

3.2 The Customer acknowledges and agrees that SWS will conduct safety checks from time to time to check the Principal's customers including the Customer's, compliance with the terms

- of the Agreement including without limitation its drivers' compliance with the Facility Safety Induction Requirements and the SWS Work Health and Safety Requirements.
- 3.3 The Customer indemnifies SWS, its agents, employees and contractors for any costs, fees, damages, loss, claims and liabilities arising for any use or misuse of any C-Cell specific gate tag issued to it by SWS.
- 3.4 An Agreement is accepted by SWS when SWS accepts, in writing or electronic means, an offer or a request from the Customer or provides the Customer with the Services.
- 3.5 SWS in its absolute discretion may refuse to accept any Permitted Controlled Waste, including the Customer Permitted Controlled Waste, at any time.
- 3.6 SWS may vary or amend the Terms by giving the Customer written notice of no less than 30 days. Any variations or amendments will apply to any Permitted Controlled Waste including the Customer Permitted Controlled Waste delivered at the Facility after expiry of the notice period.
- 4. Pricing**
- 4.1 The Customer shall pay the Principal:
- (a) the fees notified by SWS in writing from time to time, calculated per tonne of the Customer Permitted Controlled Waste accepted at the Facility for the Services which include GST;
- (b) a fee for the C-Cell specific gate tag, and a fee for any replacement C-Cell specific gate tag, as set out on SWS's Website at the relevant time which includes GST;
- (c) the Waste Levy on the Waste received at the Facility; and
- (d) any other taxes, levies or duties imposed on or in relation to the Permitted Controlled Waste including the Customer Permitted Controlled Waste, or Services, which may be amended or may change from time to time.
- 4.2 SWS's fees for the Services are the fees for the Services displayed on the SWS Website for the day on which the particular category of the Customer's Waste is accepted at the Facility.
- 4.3 Volume discounts per tonne of Permitted Controlled Waste accepted at our Facility are available in line with our bulk discount model set out in the fee schedule.
- 5. Payment**
- 5.1 Unless otherwise agreed in writing:
- (a) Subject to clause 5.1(b), payment for the Services including the Waste Levy must be made in full within 30 days of the date of the Principal's invoice by electronic funds transfer deposit (EFT) to the Principal's bank account notified by the Principal in the Principal's invoice.
- (b) SWS and/or the Principal reserves the right to require payment in full on completion of the Services.
- 5.2 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.
- 5.3 Payment terms may be revoked or amended at SWS's and/or the Principal's sole discretion immediately upon giving the Customer written notice.
- 5.4 The time for payment is of the essence.
- 6. Default**
- 6.1 If the Customer defaults in payment by the due date of any amount payable to the Principal or breaches any term of the Agreement, then all money which would become payable by the Customer to the Principal at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Principal and/or SWS may, without prejudice to any of its other accrued or contingent right:
- (a) charge the Customer Interest on any sum due for the period from the due date until the date of payment in full;
- (b) charge the Customer for, and the Customer must indemnify the Principal and SWS from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Terms and any Agreement;
- (c) cease or suspend supply of any further Services to the Customer;
- (d) cancel or disable any C-Cell specific gate tag issued to the Customer which enabled the Customer to access the Facility; and
- (e) by written notice to the Customer, terminate any uncompleted service with the Customer, and cancel the Credit Account.
- 6.2 Clauses 6.1(c) and (d) may also be relied upon, at the Principal's and/or SWS's option:
- (a) where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
- (b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver or manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.
- 7. Conditions on Delivery of Permitted Controlled Waste**
- 7.1 The Customer will take all necessary steps to ensure the Customer, its officers, employees, agents and contractors:
- (a) only deliver Customer Permitted Controlled Waste to the C-Cell, and the disposal of the particular category of Permitted Controlled Waste has been approved by the EPA, a copy of the EPA approval letter has been provided to SWS, the delivery of the Customer Permitted Controlled Waste complies with all the EPA permit conditions and the Customer Permitted Controlled Waste is delivered at the time and day arranged with SWS;
- (b) comply with all Environmental Requirements which apply to the Customer's Permitted Controlled Waste including transport and disposal of that Permitted Controlled Waste at the C-Cell; and
- (c) comply with SWS's conditions of entry to the Facility, including without limitation the Site Rules, entering the Facility within the time period for delivery of the Customer Permitted Controlled Waste agreed with SWS in accordance with clause 7.1(a), signage and the requirement that the driver of the vehicle has completed the Facility Safety Induction for the Facility, as varied from time to time.
- 7.2 (a) The Customer agrees:
- (i) to comply with work health and safety duties and obligations under the Work Health Safety Law including without limitation to ensure the good repair and appropriateness of the vehicles used to transport Permitted Controlled Waste to the Facility, and that those vehicles have a UHF radio (fitted or handheld) and tuned into Channel 12, whether such vehicles are owned and/or operated by the Customer, its officers, employees, agents or contractors, whilst at the Facility and the health and safety of the drivers and operators of those vehicles and any passengers whether they are the Customer's or its agents or contractors' employees, subcontractors or agents; and
- (ii) that SWS can refuse to accept any waste delivered including Customer Permitted Controlled Waste to the Facility, including without limitation on work health or safety grounds;
- (b) The Customer will ensure its officers, employees, agents and contractors delivering Permitted Controlled Waste to the Facility comply with the Work Health Safety Law including

without limitation:

- (i) only bringing onto the Facility vehicles in good repair and appropriate for the transport of the Customer Permitted Controlled Waste being delivered, and are driven and operated by persons fully trained in the safe operation of those vehicles in accordance with the Work Health Safety Law and any other applicable laws;
 - (ii) the immediate compliance with any Direction issued by SWS or on its behalf:
 - A. regarding work, health and/or safety at the Facility including without limitation the safe disposal of the Customer Permitted Controlled Waste and/or compliance with the SWS Work Health and Safety Requirements;
 - B. to not deliver or to cease unloading of any of the Customer Permitted Controlled Waste at the Facility for work, health or safety reasons;
 - C. to leave the Facility; and
- 7.3 The Customer will immediately notify SWS in writing on becoming aware of any breach or likely breach of this clause 7, including a full incident report of any breach.

8. Indemnity

- 8.1 The Customer indemnifies and will keep SWS and the Principal indemnified and hold SWS and the Principal harmless against all claims, demands, remedies, suits, injury, damage, loss, costs, liabilities, actions, proceedings, rights of action and claims for compensation of any nature which SWS and/or the Principal may suffer or incur or for which it may become liable in respect of, or arising out of:
- (a) a failure to comply with a Direction given by SWS or on its behalf;
 - (b) a breach of clause 7 or any of SWS, its officers, employees, agents or contractors and/or the Principal being held responsible for an activity instead of the Customer involving breach of the Work Health Safety Law or Environmental Requirements;
 - (c) any failure by the Customer or its officers, employees, agents, or contractors or that contractor's officers, employees, agents or contractors to comply with Work Health Safety Law duties or obligations in accordance with the Work Health Safety Law;
 - (d) any of SWS, its officers, employees, agents or contractors and/or the Principal being deemed responsible for an activity instead of the Customer involving breach of any Environmental Law or Environmental Requirements; and/or
 - (e) a breach by the Customer of any of the Terms.

- 8.2 Any indemnity given by the Customer to SWS and/or the Principal may be enforced before SWS or the Principal incurs a loss or makes any payment to a third person.

9. Insurance

9.1 The Customer must:

- (a) take out and keep current at all times during the period these Terms are in force, policies with a reputable insurer lawfully carrying on insurance business in Australia indemnifying the Customer's liability for:
 - (i) A personal injury to, or death of a third party;
 - B loss of and/or damage to the property of a third party,for not less than \$20 million for each individual claim or series of claims arising out of a single occurrence; and
- (ii) worker's compensation;
- (b) give SWS evidence of the terms of, and payment of, the

insurance policies on SWS' request; and

- (c) ensure any subcontractor engaged by it to deliver Permitted Controlled Waste to the Facility has in place, and keeps current the same insurances as the Customer is required to have in place under this clause 9.1.

10. Liability

- 10.1 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the Services, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Services or any contractual remedy for their failure.
- 10.2 If the Customer is a consumer (as defined in the *Australian Consumer Law of the Competition and Consumer Act 2010* (Cth) **ACL**) nothing in the Terms restricts, limits or modifies the Customer's rights or remedies against SWS or the Principal for failure of a statutory guarantee under the ACL.
- 10.3 Neither SWS and/or the Principal are liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, other than, if the Customer is a consumer, and then only to the extent the loss was reasonably foreseeable.
- 10.4 The Customer acknowledges that:
 - (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by SWS or the Principal in relation to the Services or their use or application; and
 - (b) it has not made known, either expressly or by implication, to SWS or the Principal any purpose for which it requires the Services and it has the sole responsibility of satisfying itself that the Services are suitable for the use of the Customer.
- 10.5 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of the Services which cannot be excluded, restricted or modified.

11. Force Majeure

- 11.1 Neither SWS or the Principal are liable in any way howsoever arising under an Agreement to the extent that it is prevented from acting by events beyond its reasonable control including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, epidemics, pandemics, acts of God, acts or threats of terrorism or war, vandalism or other form of disruption whatsoever. If an event of force majeure occurs, SWS or the Principal may suspend or terminate that Agreement by written notice to the Customer.

12. SWS Limitation of Liability

- 12.1 SWS enters into the Terms and the Agreement only in its capacity as agent of the Principal. SWS's liability arising under or in connection with the Terms and the Agreement is limited to and can be enforced against SWS only to the extent to which SWS is actually indemnified for liability from the Principal. This limitation of SWS's liability applies despite any other provision of the Terms and the Agreement and extends to all liabilities and obligations of SWS in any way connected with any representation, warranty, conduct, omission, agreement or transaction related the Terms and the Agreement.
- 12.2 The provisions of this clause 12 do not apply to any obligation or liability of SWS to the extent that it is not satisfied because there is a reduction in the extent of SWS's indemnification by the Principal, as a result of SWS's fraud, negligence or breach of its obligations as agent of the Principal.

13. Miscellaneous

- 13.1 The law of Tasmania from time to time governs the Terms. The parties agree to the non-exclusive jurisdiction of the courts of Tasmania, the Federal Court of Australia, and of courts entitled to

hear appeals from those Courts.

- 13.2 The failure of SWS and/or the Principal to enforce any of the Terms shall not be construed as a waiver of any of SWS's and/or the Principal's rights.
- 13.3 If any Term is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the term shall be severed from the Terms without affecting the enforceability of the remaining terms.
- 13.4 A notice must be in writing and the address for service of notices is either the address or email, address of the other party, that party has designated to the other party as its address for service of notices. Notices sent by pre-paid post are deemed to be received on the third business day after the date of posting. Notices sent by email are deemed received when delivered to the email address, whether or not the specific electronic communication is accessed or received by the Customer.
- 13.5 The Customer may not assign or novate the benefit of the Terms and/or any Agreement to any person.
- 13.6 SWS may assign the benefit of the Terms and/or any Agreement to any person including without limitation to the Principal.