

**COPPING REFUSE DISPOSAL SITE JOINT AUTHORITY trading as SOUTHERN WASTE SOLUTIONS ABN 87 928 486 460 ("SWS")**  
**PO Box 216, New Town, TAS 7008 - Phone 03 6273 9712 - Email [finance@swstas.com.au](mailto:finance@swstas.com.au)**

## 1. Definitions

In these Terms:

**"Agreement"** means any agreement for SWS's acceptance of Waste deposited by or on behalf of the Customer at the Facility;

**"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 2020* as amended from time to time;

**"Copping Landfill"** means the waste treatment landfill and resource recovery disposal site 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 2.1 on and subject to these Terms;

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

**"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 these 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 these 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 and Pollution Control Act 1994* (Tas) and its regulations, any relevant State Policies, National Environmental Protection Measures, Codes of Practice, or standards which apply to the Waste, Facility, these Terms and/or the Agreement;

**"EPA"** means the Environment Protection Authority, Tasmania;

**"EPN"** means the applicable Environmental Protection Permit issued by NRE to SWS to operate the Copping Landfill and/or Lutana Waste Transfer Station;

**"Facility"** means the applicable Copping Landfill and/or Lutana Waste Transfer Station;

**"Facility Safety Induction"** means the online safety induction process for the particular 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 to enter the Facility set out in clauses 2.1 and 2.2 of the Terms;

**"Gate Fee"** means the gate fee for the applicable category of Waste deposited by or on behalf of the Customer at the Facility calculated in accordance with clause 3 at the relevant time;

**"Gate Tag"** means a gate tag issued by SWS for a particular

vehicle permitting entry to the Copping Landfill or Lutana Waste Transfer Station, as applicable. The Gate Tag must be requested from SWS at least two days prior to the first proposed deposit of Waste at the particular 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(b);

**"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* as amended;

**"Hazardous Chemical"** has the same meaning as set out in the *Work Health and Safety Regulations 2022* (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 by 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 applicable Facility;

**"Prescribed Levy"** has the meaning in section 29 of the *Waste and Resource Recovery Act 2022* (Tas) at the relevant time which as at 1 July 20022 until and including 2024 is \$20 per tonne, expressed as 12 fee units;

**"Services"** means the acceptance of Waste delivered by or on behalf of the Customer at the Facility;

**"Site Rules"** means the applicable rules for entry to the Copping Landfill and for entry to the Lutana Waste Transfer Station, 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;

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

(a) all vehicles entering the:

- (i) Copping Landfill must be driven by a driver who has completed the Facility Safety Induction process, complies with the Site Rules for the Copping Landfill, uses a Gate Tag issued by SWS for that vehicle to enter the Copping Landfill, and have a UHF radio (fitted or handheld) and 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 and any other persons in the vehicle must comply with the Copping Landfill Site Officer's specific Directions; or
- (ii) Lutana Waste Transfer Station must be driven by a driver who has completed the Facility Safety Induction process, complies with the Site Rules for the Lutana Waste Transfer Station, uses a Gate Tag issued by SWS for that vehicle to enter the Lutana Waste Transfer Station, and have a UHF radio (fitted or handheld) and tuned into channel 60. On entry using the Gate Tag the vehicle may be driven to the transfer station. The driver must radio a SWS operator prior to unloading their Waste, and must comply with any specific Directions of the weighbridge operator;

(b) protective footwear must be worn by all persons at the Facility;

(c) high visibility vests must be worn by all persons at the Facility;

(d) long sleeves and pants must be worn by all persons at the Facility;

(e) no smoking is permitted at the Facility;

(f) keep to signed speed limits;

(g) no admittance for unauthorised personnel;

(h) photography is not permitted at the Facility; and

(i) 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;

(j) 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 Terms and Conditions of Trade;

**"Waste"** means the following category of waste approved by the EPA for disposal at the Copping Landfill or Lutana Waste Transfer Station 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 Resource Recovery Laws"** means the *Waste and Resource Recovery Act 2022* (Tas) and the *Waste and Resource Recovery Regulations 2022* (Tas);

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

**"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, the Waste, these Terms and/or the Agreement.

## 2. Basis of Agreement

2.1

Unless otherwise agreed by SWS in writing, these 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 SWS and be issued with a Gate Tag for each vehicle that is used for the delivery of the Customer's Waste to the Copping Landfill and/or Lutana Waste Transfer Station. Subject to the Customer satisfying SWS requirements for the grant of a credit account and SWS granting a credit account to the Customer, the Customer must pay to SWS its current fee for each Gate Tag issued, prior to SWS providing the Customer with a Gate Tag or Gate Tags as applicable to enable the Customer to access the Services. Following the issuance of a Gate Tag or Gate Tags, the Customer must notify SWS of the names of all drivers that will deliver Waste to the Facility. All drivers delivering Waste must also satisfactorily complete the Facility Safety Induction for each Facility they attend and satisfactorily complete refresher and new Facility Safety Inductions as and when required by SWS.

2.2

The Customer acknowledges and agrees SWS will conduct safety checks from time to time to check its customers including the Customer's compliance with these Terms including without limitation its drivers compliance with the Facility Safety Induction Requirements and SWS Work Health and Safety Requirements.

2.3

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 Gate Tag issued to it by SWS.

2.4

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.

2.5

SWS in its absolute discretion may refuse to accept any Waste.

2.6

SWS may vary or amend these Terms by giving the Customer written notice of no less than 30 days. Any variations or amendments will apply to any Waste delivered at a Facility after expiry of the notice period.

## 3. Pricing

3.1

The Customer shall pay SWS:

(a) the fees as set out on SWS's website calculated per tonne of Waste accepted at a Facility for the Services which include GST;

(b) a fee for each Gate Tag issued, and a fee for any replacement Gate Tag (**Gate Tag Fee**), 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 Waste or Services,

which may be amended from time to time.

3.2

SWS's fees for the Services are the fees for the Services displayed on SWS's website for the day on which the particular category of the Customer's Waste is accepted at the Facility.

3.3

Volume discounts per tonne of a particular category of Waste accepted at our Facilities are available in line with our bulk discount model set out in the fee schedule.

## 4. Payment

4.1

Unless otherwise agreed in writing:

(a) Subject to clause 4.1(b), payment for the Services including the Waste Levy must be made in full within 30 days of the date of SWS's invoice by electronic funds transfer deposit (**EFT**) to SWS's bank account notified by SWS in SWS's invoice.

(b) SWS reserves the right to require payment in full on completion of the Services.

4.2

Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.3

Payment terms may be revoked or amended at SWS's sole discretion immediately upon giving the Customer written notice.

4.4

The time for payment is of the essence.

## 5. Default

- 5.1 If the Customer defaults in payment by the due date of any amount payable to SWS or breaches any term of the Agreement, then all money which would become payable by the Customer to SWS at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and SWS may, without prejudice to any of its other accrued or contingent right:
- charge the Customer Interest on any sum due for the period from the due date until the date of payment in full;
  - charge the Customer for, and the Customer must indemnify 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 these Terms and any Agreement;
  - cease or suspend supply of any further Services to the Customer;
  - cancel any and all Gate Tag(s) issued to the Customer which enabled the Customer to access a Facility; and
  - by written notice to the Customer, terminate any uncompleted Service with the Customer; and
  - cancel the Customer's Credit Account.
- 5.2 Clauses 5.1(c), (d) and (e) may also be relied upon, at SWS's option:
- 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
  - 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.
- 6. Conditions on Delivery of Waste**
- 6.1 The Customer will take all necessary steps to ensure the Customer, its officers, employees, agents and contractors:
- only deliver the category of Waste applied for by the Customer (in the credit application form or in any other form or correspondence to SWS thereafter) and approved by SWS for disposal at the applicable Facility (as notified by SWS), which subject to clause 6.1(b) will not be Hazardous Waste;
  - only deliver Controlled Waste to the Copping Landfill, if the disposal of the particular category of Controlled Waste has been prior approved by the EPA, a copy of the EPA approval permit for disposal of that particular category of Controlled Waste has been provided to SWS and the delivery of the Controlled Waste complies with all the EPA approval permit conditions;
  - comply with all Environmental Requirements which apply to the Customer's Waste including transport and disposal of that Waste at the Facility; and
  - comply with SWS' conditions of entry to the Facility, including without limitation the Site Rules, signage and the driver of the vehicle has completed the Facility Safety Induction for the Facility, as varied from time to time.
- 6.2 (a) The Customer agrees:
- 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 Waste to the Facility, and that those vehicles have a UHF radio (fitted or handheld) and tuned into Channel 12 if transporting Waste to the Copping Landfill, or Channel 60 if transporting Waste to the Lutana Waste Transfer Station, 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
  - that SWS can refuse to accept any Waste delivered to the Facility including without limitation on work health or safety grounds;
- (b) The Customer will ensure its officers, employees, agents and contractors delivering Waste to the Facility comply with the Work Health Safety Law including without limitation:
- only bringing onto the Facility vehicles in good repair and appropriate for the transport of the type of 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;
  - the immediate compliance with any Direction issued by SWS or on its behalf:
    - regarding work, health and/or safety at the Facility including without limitation the safe disposal of the Waste and/or compliance with the SWS Work Health and Safety Requirements;
    - to not deliver or to cease unloading of any Waste at the Facility for work, health or safety reasons;
    - to leave the Facility; and
- (c) The Customer will institute processes to ensure all persons employed or engaged by the Customer to transport and dispose of Waste at the Facility are immediately notified in writing of any Directions issued by SWS or on its behalf relevant to the disposal of Waste at the Facility.
- 6.3 The Customer will immediately notify SWS in writing on becoming aware of any breach or likely breach of this clause 6 including a full incident report of any breach.
- 7. Indemnity**
- 7.1 The Customer indemnifies and will keep SWS indemnified and hold SWS 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 may suffer or incur or for which it may become liable in respect of, or arising out of:
- a failure to comply with a Direction given by SWS or on its behalf;
  - a breach of clause 6 or any of SWS, its officers, employees, agents or contractors being held responsible for an activity instead of the Customer involving breach of the Work Health Safety Law or Environmental Requirements;
  - 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;
  - any of SWS, its officers, employees, agents or contractors being deemed responsible for an activity instead of the Customer involving breach of any Environmental Law or Environmental Requirements; and/or
  - a breach by the Customer of any of these Terms.
- 7.2 Any indemnity given by the Customer to SWS may be enforced before SWS incurs a loss or makes any payment to a third person.
- 8. Insurance**
- 8.1 The Customer must:
- 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:
    - 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
  - worker's compensation;
  - give SWS evidence of the terms of, and payment of, the insurance policies on SWS' request; and
  - ensure any subcontractor engaged by it to deliver 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 8.1.
- 9. Liability**
- 9.1 Except as these 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.
- 9.2 If the Customer is a consumer (as defined in the ACL) nothing in these Terms restricts, limits or modifies the Customer's rights or remedies against SWS for failure of a statutory guarantee under the *Australian Consumer Law of the Competition and Consumer Act 2010 (Cth)* ("ACL").
- 9.3 SWS is not 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.
- 9.4 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 in relation to the Services or their use or application; and
  - (b) it has not made known, either expressly or by implication, to SWS 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.
- 9.5 Nothing in these 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 Services which cannot be excluded, restricted or modified.
- 10. Force Majeure**
- 10.1 SWS is not 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 may suspend or terminate an Agreement by written notice to the Customer.
- 11. Miscellaneous**
- 11.1 The law of Tasmania from time to time governs these 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.
- 11.2 SWS's failure to enforce any of these Terms shall not be construed as a waiver of any of SWS's rights.
- 11.3 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 these Terms without affecting the enforceability of the remaining terms.
- 11.4 A notice must be in writing and the address for service of notices is either the postal address or email address of the other party, that such party has designated to the other party in writing as the 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.
- 11.5 The Customer may not assign or novate the benefit of these Terms or any Agreement to any person.