

Standard Terms - Ongoing

1. Interpretation

In this Agreement:

Agreement means the following documents which will be read and construed together:

- (a) these Terms and Conditions; and
- (b) the Agreement Specifics.

Agreement Specifics means the document entitled "service agreement", "quotation" or "proposal" or similar document which details the Services, Goods and/or Rental Equipment, fees, duration and other terms which apply to those Services, Goods and/or Rental Equipment.

Break Fee has the meaning set out on our Website.

Change in Law means the introduction of, a change in, or a change in the interpretation or administration of, a Law. For the avoidance of doubt, any new charge or levy payable under any Law relating to waste disposal or landfill usage will be considered a Change in Law.

Confidential Information means all information (whether of a technical, industrial, engineering, scientific, business or financial nature or otherwise) whether written, oral or in electronic form which is disclosed by one party to the other in the course of this Agreement and the provision of the Services, Goods and/or Rental Equipment.

Consumer Price Index means the Consumer Price Index (All Groups) published by the Australian Bureau of Statistics, or if the index is replaced, the replacement, and if the index is discontinued, a reasonable equivalent selected by us acting reasonably, unless otherwise indicated on our Website.

Disposal Rates means the rates charged by the relevant facility or third party provider collecting, transporting, sorting, treating and/or disposing of the waste collected by us under this Agreement.

Fees means the Service fees and charges (including any rebates), the purchase price for the Goods, and/or the Rental Fee payable under this Agreement and as set out on our Website, and as adjusted in accordance with this Agreement.

Goods means the Purchased Equipment and/or the Products.

Intellectual Property Rights means any intellectual or industrial property rights (including any registered or unregistered trade marks, patents, designs or copyrights) and includes the right to have Confidential Information kept confidential.

Law means any law of Australia, including a statutory instrument of any kind, and any judgment, order, policy, or official directive or request of any government, government agency, or person charged with the administration of a law.

Premises means the premises to be serviced by us as noted in the Agreement Specifics or any new premise(s) to which you have relocated.

Products means the products described in the Agreement Specifics purchased by you under this Agreement, which may include chemicals, spill kits, absorbent materials, cleaners and/or other products.

Purchased Equipment means the equipment described in the Agreement Specifics purchased by you under this Agreement.

Rental Equipment means the equipment described in the Agreement Specifics that we rent to you (including on a trial basis if applicable) and any other equipment we rent to you under this Agreement.

Rental Fee means the fees, rates and charges specified in the Agreement Specifics for the rental of our Rental Equipment to you at your premises (including any rebates).

Services means the services described in the Agreement Specifics and any other services we provide you under this Agreement.

Services Equipment means equipment such as bins, tanks, containers and/or balers specified in the Agreement Specifics that is our property and is provided to your Premises in conjunction with the Services or such other plant or equipment (including any additional or replacement equipment) supplied by us but does not include any Purchased Equipment or Rental Equipment.

Terms and Conditions means this document entitled "Standard Terms - Ongoing" including the schedules.

Waste Type means:

- (a) Recyclable Waste – waste we say may be beneficially reused or recycled.
- (b) General Waste (putrescible & non putrescible) – pre-classified solid wastes including waste that does not undergo environmentally significant physical, chemical or biological transformations once landfilled and which does not include the following waste types (c) to (f).
- (c) Medical/Sanitary Waste – waste (excluding radioactive waste) produced by a hospital, clinic, medical, or related practice or waste collected from designated sanitary hygiene units, and which do not include the following waste types (d) to (f).
- (d) Prescribed or Other Waste – any waste which does not fit within paragraphs (a) to (c) including asbestos (not accepted into transfer stations) or which requires special treatment or handling, the type and manner of treatment being prescribed in this Agreement.
- (e) Liquid Waste – liquid or semi-liquid wastes which do not include waste types described in paragraphs (a) to (d).
- (f) Non-pre-classified solid waste including contaminated soils (general/restricted/hazardous) and special waste requiring waste classification reports & analysis and specialised pre-approval bookings.

We, us, our means Cleanaway Pty Ltd or such other entity (or entities) selected with an "X" beside its name or specified in the Agreement Specifics which is (or are) the supplier of the Services.

Website means <https://www.cleanaway.com.au/our-services/fees-charges/>.

Written Down Value means the value of the Services Equipment after accounting for depreciation or amortisation (as determined by us acting reasonably) as at the date of

termination of this Agreement.

You, your means the person, firm or corporation named in the Agreement Specifics for whom we perform or are to perform the Services, supply the Goods and/or provide the Rental Equipment. If there are two or more persons or entities referred to in the Agreement Specifics, then such persons or entities will be bound by the provisions of this Agreement jointly and severally. You or your also includes your employees, contractors, agents, representatives, workers and any permitted assigns.

2. Supply of Services

- (a) We will perform the Services for you or such further or other service as may be agreed to from time to time between the parties in consideration for payment of the Fees.
- (b) The Services will be performed by us on the days as indicated in this Agreement but during such hours as we determine. Subject to providing you reasonable notice, we may vary the days upon which the Services are performed.
- (c) If a schedule for performance of the Services is included in the Agreement Specifics, that schedule is indicative only. The actual schedule may vary depending on our reasonable availability.

3. Fees

- (a) The Fees are based on the details set out in the Agreement Specifics.
- (b) We will offer you updated Fees where you request:
 - (i) different or additional Services, Goods and/or Rental Equipment;
 - (ii) additional parts or upgrades to the Goods and/or Rental Equipment;
 - (iii) a different or additional delivery method for the Services, Goods and/or Rental Equipment;
 - (iv) replacement consumables used in the servicing of your Rental Equipment (including, but not limited to, specialised cleaning chemicals, replacement globes, hoses); or
 - (v) a variation to the time, frequency, location or method of service, to that or those set out in the Agreement Specifics. Where this occurs, you will be taken to have agreed to these Fees as a variation of the Agreement if you accept, or continue to accept, the Services, the supply of Goods and/or Rental Equipment and/or replacement consumables from us.
- (c) Where you exceed the allowed weights or volumes set out on our Website (as varied by the Agreement Specifics), you may be required to pay the Waste Plus Fee described on our Website.
- (d) Where weighing of a waste container or other receptacle does not occur because weighing is impractical or otherwise presents an unacceptable health and safety risk to our staff, you will be charged based on a nominal weight.
- (e) It is your responsibility to ensure that the waste we collect or dispose of is the same as the Waste Type specified in the Agreement Specifics, as set out in clause 13 and does not exceed the allowed weights or volumes set out for that Waste Type on the Website, and you must notify us in advance of any waste to be collected or disposed of which does not comply with this.
- (f) If you notify us under clause 3(e), and we are prepared to provide Services in respect of that waste, we may offer you updated Fees in respect of that waste, and you will be taken to have agreed to these Fees as a variation of the Agreement if you accept our Services in respect of that waste.
- (g) If you do not notify us under clause 3(e), and we incur additional costs as a result of collecting or disposing of that waste, we may pass those costs on to you.

4. Fee variations

We will charge you the Fees.

- (a) We may adjust the Fees at any time to pass on increases to Disposal Rates, fuel costs (including calculating the Fuel Surcharge described on our Website) or in the event that a Change in Law results in an increased cost to us in providing the Services, Goods and/or Rental Equipment. We will provide you with at least 30 days' written notice of any Fee adjustment, and will provide you with further information in relation to the Fee adjustment upon request. If you dispute a Fee adjustment under clause 4(a) you must notify us of such dispute within 30 days of receiving the notice setting out the Fee adjustment under clause 4(a). Any such dispute will be resolved in accordance with clause 25.
- (b) Not used.
- (c) We may adjust the Fees twice in any twelve month period if the adjustment is in line with the Consumer Price Index, provided we provide you with at least 30 days' notice.
- (d) We may adjust your Fees otherwise than as described in clauses 4(a) and 4(c) above, but only if we give written notice to you headed 'Out-of-Cycle price adjustment' and provide you with at least 30 days' notice. In the written notice we will explain the Fee adjustment to you. If we send you a notice of a Fee adjustment that is headed 'Out-of-Cycle price adjustment' (but in no other case), then within 30 days of the date of the notice setting out the Fee adjustment you may terminate this Agreement by giving written notice to us.
- (e) For the purposes of this clause 4, where reasonably practicable we will provide our written notice to you via your billing email address which you are taken to have received unless you have otherwise notified us in writing of another email address for service.

5. Payment

- (a) You must pay us the Fees (including GST) as specified in an invoice issued by us

within 14 days of the date of that invoice or on such other terms as may be specified on the invoice. A failure to pay an invoice within the payment terms constitutes a breach of this Agreement.

- (b) If you do not pay the invoice within the payment terms, we may charge you a late payment Fee as set out on our Website on each unpaid invoice.
- (c) If we have provided you with at least one written payment reminder, then we may suspend providing the Services while your account remains in arrears.
- (d) We may charge you a reasonable administration fee if you ask us to provide you with an additional copy of an invoice or other document that has previously been provided to you.
- (e) This clause 5 applies only to the supply of Services and Services Equipment and does not apply to Rental Equipment or Purchased Equipment. The terms that apply to payment for Rental Equipment and Purchased Equipment are contained in clause 1.4 of Schedule 4.

6. GST

If goods and services tax or similar value added tax (GST) is or becomes payable on any supply under this Agreement, you must pay us the GST amount imposed at the same time as payment of the Fees. The Fees are expressed exclusive of GST.

7. Exclusivity, term and termination

- (a) You grant us the exclusive right to provide you the Services, Goods and/or Rental Equipment (as applicable) as set out in the Agreement Specifics at the Premises during the term of this Agreement.
- (b) Unless otherwise specified in the Agreement Specifics, the initial term (**Initial Term**) of this Agreement is from the earlier of:
 - (i) the date when the Services are first performed by us or the date upon which the Goods and/or Rental Equipment is delivered to you; or
 - (ii) the date of this Agreement, and continues until the later of:
 - (iii) the date when the last Services, Good and/or Rental Equipment are to be supplied pursuant to this Agreement; or
 - (iv) the date upon which the final invoice rendered by us in respect of this Agreement is paid, unless terminated earlier in accordance with this Agreement
- (c) Either party may give written notice of termination to the other party at any time during the Initial Term, provided that the termination will not take effect before the end of the Initial Term. Unless so terminated, this Agreement continues after the Initial Term until terminated by either party giving 60 days' written notice of termination to the other party.
- (d) If, during the Initial Term:
 - (i) we terminate this Agreement for your default pursuant to clause 18;
 - (ii) if applicable, we terminate this Agreement under clause 1.1(c)(iii) of Schedule 4 or clause 1.1(f)(ii) of Schedule 4; or
 - (iii) you wrongfully terminate or repudiate this Agreement and we accept such repudiation and elect to terminate this Agreement, you agree that we will be entitled to receive from you the Break Fee. For the purpose of this clause 7(d), termination will take effect at a date determined by us acting reasonably but must not be longer than 90 days after the date we advise you in writing that the Agreement is terminated.
- (e) The Break Fee will be included on your final invoice.
- (f) If, during the Initial Term you validly terminate this Agreement in accordance with clause 4(d), 18, 25 or 26, you will not be charged the Break Fee.
- (g) Nothing in this clause prevents us from claiming against you, damages at law in the event that you breach or repudiate this Agreement
- (h) In the event:
 - (i) this Agreement is terminated by us pursuant to clause 18 or 7(d)(ii) above, and
 - (ii) we have procured, designed, manufactured and/or implemented the Services Equipment specifically to perform the Services pursuant to this Agreement (or any other arrangement with you),
 we will be entitled to recover from you, as a debt due and payable, the Written Down Value of the Services Equipment. This is in addition to any Break Fee payable by you under clause 7. If you dispute the amount of the Written Down Value you must notify us of such dispute within 30 days of receiving notification setting out the Written Down Value. Any such dispute will be resolved in accordance with clause 25.

8. Premises and access

You must provide us with complete and uninterrupted access to those parts of the Premises as we require to enable the Services to be performed by us and/or for us to supply the Goods and/or supply or attend to the Services Equipment or Rental Equipment. If we are unable to access the Premises and complete the Services and/or supply the Goods and/or supply or attend to the Services Equipment or Rental Equipment, we are entitled to charge you the relevant Fees. You warrant to us that the ground surfaces traversed by our vehicles in order to perform the Services or supply and/or attend to the Services Equipment or Rental Equipment and/or supply the Goods are of suitable construction to prevent damage.

9. Equipment and disposal of waste and recyclables

- (a) We will deliver the Services Equipment to the Premises and collect it if required by this Agreement.
- (b) At all times throughout the term of this Agreement you will use your best endeavours to ensure the waste and recyclable materials are disposed in the proper

Services Equipment as directed by us from time to time.

- (c) Title to the Services Equipment at all times remains with us.
- (d) You must not use any mechanical means to compact material in the Services Equipment or make alterations to or modify the Services Equipment without our consent in writing.
- (e) You must not allow any person to be inside the Services Equipment at any time.

10. Affixing and removal of Rental Equipment and Services Equipment

You must pay all costs of affixing any of the Services Equipment and/or Rental Equipment to the Premises where required for the proper operation of such Services Equipment and/or Rental Equipment and if applicable you must pay all costs of the removal of the Rental Equipment and/or Services Equipment from the Premises. You must provide us complete and uninterrupted access to the Premises upon termination of this Agreement to facilitate such removal.

11. Maintenance of Rental Equipment and Services Equipment

You will maintain the Services Equipment and/or Rental Equipment in a clean and sanitary condition in compliance with all laws; not use the Services Equipment and/or Rental Equipment for any purpose other than the designated purpose; must at all times ensure that the Services Equipment and/or Rental Equipment is not removed from the Premises or damaged in any way or the materials contained therein set on fire; and immediately report to us any Equipment damage or malfunction. The Services Equipment and/or Rental Equipment will at all times be at your risk once we have delivered it to you. If, as a result of your act or omission, the Services Equipment and/or Rental Equipment is damaged, lost, destroyed, not maintained in a clean and sanitary manner, or sustains other faults or defects, we may repair and/or replace the Services Equipment and/or Rental Equipment and/or any faults and/or defects in the Services Equipment and/or Rental Equipment in order to restore the Services Equipment and/or Rental Equipment to its original condition. Except in relation to fair wear and tear, you will pay us and indemnify us in respect of any costs associated with such repair and/or replacement of the Services Equipment and/or Rental Equipment.

12. Limits

You must not fill the Services Equipment and/or the Rental Equipment beyond the maximum height, weight or volume as advised by us from time to time.

13. Waste

If required by Law, we are your agent with respect to collecting, transporting and disposing of the waste. Where the Services include the transport of waste subject to waste transport or tracking requirements under environmental laws, you agree to do all things reasonably necessary, including completing forms and declarations, to allow us to comply with those requirements. Where you have not completed all necessary forms and declarations we may complete these for you for an agreed fee. We rely on the information provided by you and any generators of the waste you provide to us to determine our pricing, classification and acceptability under this Agreement. You warrant to us that the waste materials to be collected and/or disposed of by us: corresponds to the Waste Type and/or description set out in the Agreement Specifics; is waste generated by you; is what you tell us it is; where it is packaged waste, is in appropriately labelled sealed containers; is compliant with all transport regulations and guidelines including applicable Australian Dangerous Goods Codes; excludes radioactive waste; and unless we have expressly agreed otherwise in writing, excludes highly flammable, explosive, biochemical, asbestos or other substances which we have specified to you in writing. Title to all waste material in your possession and control which is collected and/or disposed of, other than the excluded waste referred to in this clause, will vest with us from the earliest of when loaded into our vehicles and when delivered to our site. Title to and liability for waste materials excluded from or not compliant with this Agreement will remain with you and you agree to indemnify, defend and hold us harmless against all liabilities, loss, damage and claims arising out of the breach of this clause. Any waste that does not comply with this clause 13 may incur additional Fees as set out in clause 3, and we may refuse to handle, collect or remove the material at our discretion.

14. Force majeure

In the event that any circumstances beyond our reasonable control (including without limitation climatic conditions, floods, fires, explosions, epidemics, a strike, lockout, industrial dispute or substantial and prolonged shortage of materials, or Change in Law) prevent us from being able to perform an obligation under this Agreement, this Agreement may be suspended by us. In such circumstances you are precluded from making a claim against us.

15. Indemnity

You indemnify us from and in respect of all loss, damage, liabilities or claims caused directly or indirectly by you or your employees, subcontractors or agents, to any person or property by, through or in connection with, the Services, the Rental Equipment and/or the Goods, or any breach by you of this Agreement. This indemnity is reduced to the extent that we have caused or contributed to such loss, damage, liability or claim.

16. No representations

You acknowledge we have not made any representations to you with respect to the Services, the Rental Equipment and/or the Goods or their supply unless those representations are expressly stated in this Agreement. For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraud or fraudulent misrepresentation or any other representations which cannot be excluded by law.

17. Limitation of liability

- (a) All statutory or implied guarantees, conditions and warranties are excluded to the fullest extent permitted by Law.
- (b) We do not limit or exclude the application of any provision of any statute (including the *Competition and Consumer Act 2010* (Cth) if you are a 'consumer' as that term is defined in such Act, or any similar Law) where to do so would contravene that statute or cause any part of this clause to be void.
- (c) Our liability to you under this Agreement is limited, at our option, to:
 - (i) supplying the Services again;
 - (ii) paying the cost of having the Services supplied again;
 - (iii) if applicable, the cost of repairing the Rental Equipment and/or Goods, or paying the cost of repair; or
 - (iv) if applicable, the cost of replacing the Rental Equipment and/or Goods or of acquiring equivalent equipment or products.
- (d) Except under clause 15, neither party shall be liable to the other for any special, exemplary, punitive or consequential loss or damage (including without limitation, any loss of profit, loss of opportunity and loss of goodwill) incurred directly or indirectly in connection with the Services, the supply of Rental Equipment and/or the Goods.
- (e) Where we are engaged to provide any Services in relation to equipment not supplied by us (including cleaning or maintenance related services):
 - (i) we will not be liable to you for any loss, damage, claim or injury relating to the equipment, except to the extent that our negligent act or omission has caused the loss, damage, claim or injury; and
 - (ii) we do not provide and shall not be deemed to have given any warranty, express or implied, in respect of the equipment or its condition, operation, durability, suitability or fitness for use or any purpose or merchantability.

18. Default and termination

- (a) If a party (the **Defaulting Party**) has breached a term of this Agreement then the other party (the **Non-Defaulting Party**) may give a written notice to the Defaulting Party describing the breach. If the breach is not remedied by the Defaulting Party within 14 days after the notice was given, then the Non-Defaulting Party may terminate this Agreement by written notice. A party may terminate this Agreement immediately if the other party dies, becomes insolvent or bankrupt, or any court action is commenced (or resolution proposed or passed) to place that party under any form of bankruptcy, insolvency, administration, receivership or liquidation.
- (b) We may otherwise terminate this Agreement on giving written notice to you if prior to commencement of the Services or delivery of the Rental Equipment and/or Goods it becomes apparent to us, acting reasonably, that you do not meet our credit worthiness requirements. If we terminate under this clause, we will refund to you any amount you have paid for the Services, the Rental Equipment and/or the Goods Services that have not been provided.

19. Relocating Premises

If you relocate to a new premise(s) during the term of this Agreement, unless we, acting reasonably, decide otherwise, we will continue to perform the Services, or supply the Rental Equipment and/or Goods under this Agreement at the new premise(s) and we may adjust the Fees to reflect the reasonable costs of performing our obligations under this Agreement due to the change in location of the Premises. You will be taken to have agreed to these Fees as a variation of the Agreement if you continue to accept Services from us.

20. Subcontracting and assignment

- (a) You agree that we may sub-contract all or part of the Services or the performance of our obligations under this Agreement at any time. Where we request in writing, you must do all the things reasonably required to give effect to any sub-contracting.
- (b) You agree for us to assign or novate this Agreement or any rights we have under this Agreement at any time and we will give you notice if we assign or wish to novate under this clause. Where we request in writing, you must do all the things reasonably required to give effect to any assignment or novation that we undertake.
- (c) You cannot assign, novate or otherwise transfer this Agreement without our written consent (which we will not unreasonably withhold).

21. PPSA

If we determine that this Agreement (or any transaction in connection with it) contains a Security Interest for the purposes of the PPSA, you acknowledge that we will be entitled to Perfect such Security Interest by registration on the Register. You waive any entitlements under the PPSA regarding notices. You agree, at our request, to do all acts, matters and things necessary to ensure we hold a valid and Perfected Security Interest. Non-compliance by you with this clause will constitute a breach of this Agreement. Any cost associated with the enforcement of our rights under the PPSA will be payable by you. In this clause PPSA means the *Personal Property Securities Act 2009* (Cth), and **Security Interest, Perfected and Register** have the meanings given to those terms in the PPSA.

22. Authority

You warrant that the person signing this Agreement on your behalf is authorised to sign this Agreement and bind you to the terms of this Agreement. You indemnify us from and in respect of all loss, damage, liabilities or claims arising from breach of this warranty.

23. Confidentiality

Unless disclosure is required by Law, the parties agree to keep confidential the

Confidential Information of the other. We will retain ownership of, and title to, all Intellectual Property Rights relating to the provision of Services, Rental Equipment and/or Goods.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state or territory in which the Services are primarily performed or the Rental Equipment and/or Goods are delivered to. Any court proceedings shall be filed and heard in that state or territory. If the Services, the Rental Equipment and/or Goods are delivered or performed in one or more state and/or territory in accordance with this Agreement, the laws of the state of Victoria shall prevail and any court proceedings shall be held in the state of Victoria.

25. Disputes

If a dispute arises between you and us in relation to a Fee adjustment under clause 4(a), or the amount of the Written Down Value under clause 7(h), the parties must discuss in good faith to resolve the dispute. In the event that the parties are not able to agree a resolution within 30 days of you notifying us of the dispute in accordance with clause 4(a) (the **Resolution Date**), you may terminate this Agreement, with such termination taking effect 90 days after the Resolution Date. The Break Fee will be payable by you in the event the Agreement is terminated under this clause 25.

26. Amendment

We may from time to time amend these Terms and Conditions and notify you of such amendments in writing. If you do not accept the Terms and Conditions as amended, or cannot comply with them, you may terminate the Agreement by providing written notice within 30 days of receiving them. If you terminate the Agreement under this clause 26, you will not be charged the Break Fee.

27. Inconsistencies

To the extent of any inconsistencies between the Agreement Specifics or these Terms and Conditions (including the schedules or annexures to it), the following order will prevail to the extent of any inconsistency:

- (a) Agreement Specifics
- (b) Schedules or annexures to the Terms and Conditions
- (c) Remaining provisions in the Terms and Conditions

28. Whole agreement

- (a) This Agreement supersedes all prior arrangements, understandings and agreements between the parties and represents the entire complete and exclusive understanding and agreement between the parties relating to the subject matter of this Agreement.
- (b) Any terms or conditions contained in any invoice, purchase order, engagement terms or similar document provided by you will not apply unless we expressly agree in writing to the contrary.
- (c) For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraud or fraudulent misrepresentation or any other representations which cannot be excluded by law.

29. Severability

If any provision of this Agreement shall be or be determined to be illegal, invalid, void or voidable the legality or validity of the remainder of this agreement will not be affected and will continue in full force and effect.

30. Counterparts

This Agreement may be executed in a number of counterparts. It comprises all the counterparts, taken together.

31. Quotation or proposal

Despite any other clause of this Agreement, where the Agreement Specifics comprise of a quotation or proposal:

- (a) By signing the quotation / proposal, or by supplying us with a purchase order which references the quotation/ proposal, you agree to the terms and conditions under this Agreement.
- (b) The quotation/ proposal is capable of acceptance by you within 30 days from the date of issue, unless extended by us by written notice.
- (c) We reserve the right to vary or withdraw a quotation / proposal at any time prior to its acceptance.
- (d) We may, at our discretion, increase the prices specified in a quotation / proposal until the point of written acceptance of a purchase order including if:
 - (i) there are fluctuations in material costs between the time of quotation / proposal and our written acceptance of a purchase order; or
 - (ii) you advise us, or we reasonably believe that, the information upon which the quotation / proposal is based is materially incorrect.

Schedule 1 – Liquids and Technical Services

This Schedule 1 applies if you are receiving liquid waste services.

LTS 1. Acceptance criteria

LTS 1.1 You must provide labelling and packaging of waste as per the Australian Dangerous Goods Code in place as at the date of the Services being provided.

LTS 1.2 If you are unable to make the requirements in clause LTS 1.1, we may assist you for an agreed fee.

LTS 1.3 Where we reasonably believe that clause LTS 1.1 has not been complied with we reserve the rights to refuse to handle, collect or remove the material at our discretion.

LTS 2. Disposal pathway

LTS 2.1 Fees have been provided on the basis of the disposal pathway selected:

- a) being available; and
- b) able to process waste,

within 30 days of the date of this Agreement (or any other period specified in the Agreement Specifics).

LTS 2.2 If the selected disposal pathway is unavailable (for reasons outside our control) then you agree you will cover our reasonable costs of storage of your waste until:

- a) we mutually agree to dispose of the waste at another available disposal pathway (at your cost); or
- b) failing agreement, we return the waste to you or you collect the waste from us.

LTS 2.3 Where we return the waste to you:

- a) we will return the waste in the same condition we received it; and
- b) we will charge you transport fees if we did not charge transport fees to originally collect the waste.

Schedule 2 – Hydrocarbons

This Schedule 2 applies if you are receiving hydrocarbons services.

H1. Liquid Waste acceptance criteria

H1.1 Flashpoint

- a) Flashpoint below 62 degrees may not be accepted unless the site has the appropriate facilities to accept Class 3 materials.
- b) If the site is licenced and can safely accept, store and process Class 3 wastes, charges will apply for the service.
- c) Solvents such as kerosene, petrol and thinners must not be added to the waste oil tank.

H1.2. Water

- a) We may accept oil which has been contaminated with water.
- b) Depending on the type and extent of contamination additional charges will apply.

H1.3 Polychlorinated biphenyls (PCBs)

- a) We do not accept oil with PCBs above 2 ppm.
- b) It is your responsibility to have the oil tested by a NATA registered laboratory to confirm it is PCB free (such as oil from capacitors and transformers).

Schedule 3 – Industrial Waste Services

Not used

Schedule 4 – Rental Equipment or Goods

This Schedule 4 applies if we are supplying Rental Equipment or Goods.

1.1 Rent or trial of Rental Equipment

This clause applies if we agree to provide you with Rental Equipment.

- (a) **Trial Period:** We may provide you with Rental Equipment in order for you to trial it. The trial commencement date is set out in the Agreement Specifics and the term of such trial period (the “trial period”) shall be advised by us at our reasonable discretion. You are not required to pay us anything for the trial period. The following provisions in this clause 1.1 apply to the trial period.
- (b) **Rent:** If specified in the Agreement Specifics, we will provide you with Rental Equipment (by delivering it to the Premises) to rent for the Term in consideration for payment of the Rental Fees.
- (c) **Obligations:** If you are renting or trialling the Rental Equipment:
- (i) once the Rental Equipment has been delivered to you it must be properly cared for by you and used only for its intended purpose, as specified by us;
 - (ii) the Rental Equipment must be stored out of the weather (ie, direct sunlight, wind, rain and moisture, for example) and away from any corrosive materials;
 - (iii) if your usage of the Rental Equipment causes it to deteriorate beyond fair wear and tear, then we may terminate the Agreement by providing you 14 days’ notice and collect the Rental Equipment from you. As an alternative to terminating the Agreement, we may discuss and agree with you variations to the Services required or the Fees;
 - (iv) you are not allowed to make alterations to or otherwise modify the Rental Equipment unless you have our written authorisation to do so;
 - (v) you shall only use and store the Rental Equipment at the Premises (unless we provide our written consent, such consent not to be unreasonably withheld);
 - (vi) at any time throughout the trial period we may call upon you for you to return the Rental Equipment to us or we may collect it from your Premises upon reasonable notice;
 - (vii) at any time throughout the Term we may ask you to allow us to inspect the Rental Equipment at your Premises upon reasonable notice;
 - (viii) you must immediately report to us any damage or malfunction of the Rental Equipment and ensure it is appropriately isolated from use until properly repaired and suitable for its intended purpose;
 - (ix) at all times you will use your best endeavours to ensure the waste and recyclable materials are disposed in the proper Rental Equipment as directed by us from time to time;
 - (xii) you must not use any mechanical means to compact material in the Rental Equipment;
 - (xiii) you must not allow any person to be inside the Rental Equipment at any time;
 - (xiv) we will be the only entity who shall perform the Services, maintenance or otherwise repair the Rental Equipment for the Term; and
 - (xv) at the end of the trial period or Term (where relevant) you agree that:
 - (A) we will collect the Rental Equipment from you in the same condition which we delivered it to you, save for fair wear and tear; and
 - (B) you do not have an option to buy the Rental Equipment.
- (d) **Title and risk:** You acknowledge and agree that if you trial or rent the Rental Equipment:
- (i) title always remains with us; and
 - (ii) risk transfers to you upon delivery of the Rental Equipment to you and transfers back to us after we have inspected the Rental Equipment upon its return to us.
- (e) **Insurance:** Where we determine (acting reasonably) that the value of the Rental Equipment is greater than or equal to \$150,000, regardless of whether you trial or rent the Rental Equipment, whilst it is in your possession or control you are required to:
- (i) insure the Rental Equipment with a reputable insurer for its full replacement value;
 - (ii) have public liability insurance with a reputable insurer to at least \$10M in cover; and
 - (iii) notify your insurer that you do not own the Rental Equipment and we must be noted on your policy and, if we request, you must provide us with a copy of your certificate(s) of insurance.
- (f) **Recourse for no insurance:** If we determine that you have not insured the Rental Equipment as required by clause 1.1(e), we may either:
- (i) take out appropriate insurance cover and demand payment from you of the costs incurred by us in that regard; or
 - (ii) terminate this Agreement with 14 days’ written notice to you.
- (g) **Security bond or bank guarantee:** We may ask you to provide us with a security bond or bank guarantee if you trial or rent the Rental 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.
- (h) You indemnify us against any loss with respect to the Rental Equipment (other than fair wear and tear) whilst it is in your possession or control. You also indemnify us against any claim, loss, liability, cost or expense (including legal costs) made against us or incurred by us in connection with the Rental Equipment whilst that Rental Equipment is in your possession or control. This indemnity is reduced to the extent that we have caused or contributed to such loss, damage, liability or claim.

1.2 Sale and purchase of Purchased Equipment and/or Products

This clause applies if we agree to sell you Purchased Equipment and/or Products under this Agreement.

- (a) We will sell you Purchased Equipment and/or Products as set out in the Agreement Specifics in consideration for the payment of the Fees.
- (b) **Delivery:** In respect of the Purchased Equipment and/or Products:
- (i) if we have them in stock we will endeavour to deliver it to you within 14 days from the date set out in the Agreement Specifics or as otherwise nominated by us, acting reasonably;
 - (ii) if they are not in stock we will advise you of the expected delivery date. This is an estimated delivery time and we shall not be liable to you if the Purchased Equipment and/or Products are delayed;
 - (iii) we will deliver the Purchased Equipment and/ Products to you at the frequency as set out in the Agreement Specifics or as otherwise agreed; and
 - (iv) upon delivery we will provide you with our operating and safety instructions (the “Operator’s Manual”).
- (c) **Obligations:**
You agree to:
- (i) thoroughly read the Operator’s Manual and put all processes in place to ensure it is complied with. If you are unclear about anything in the Operator’s Manual you must call us on the contact numbers provided to you in this Agreement; and
 - (ii) ensure your representatives and anyone who uses the Purchased Equipment and/or the Products are provided with the Operator’s Manual and ensure they are adequately educated, supervised and instructed with respect to the Purchased Equipment and/or the Products and their respective uses.
- (d) **Risk and title:** If you buy the Purchased Equipment and/or the Products:
- (i) title transfers to you once you have paid for the Purchased Equipment and/or the Products in full; and
 - (ii) risk transfers to you upon delivery of the Purchased Equipment and/or the Products to you.

1.3 Sale and purchase of second hand Purchased Equipment

This clause applies if we agree to sell you second hand Purchased Equipment under this Agreement.

- (a) For the avoidance of doubt, nothing in this agreement 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.
- (b) Despite any other clause in this Agreement, you acknowledge that:
- (i) the Purchased Equipment is second hand and that the Purchased Equipment is sold on an ‘as is’ basis;
 - (ii) the Purchased Equipment is provided without any support (including, but not limited to, the manufacturer’s support), any operating manuals or associated documentation and any applicable licence does not form part of the Purchased Equipment and is not included in this Agreement;
 - (iii) you have been given a reasonable opportunity to inspect the Purchased Equipment;
 - (iv) you have entered into this Agreement having made your own enquiries and having satisfied yourself as to the nature, quality, durability, fitness for use, merchantability, suitability and condition of the Purchased Equipment, including any work required in order to restore the Purchased Equipment to working condition;
 - (v) we are not in the business of selling second hand goods nor are we a dealer in second hand goods.
- (c) To the maximum extent permitted by Law:
- (i) we do not provide any warranty, express or implied, in respect of the Purchased Equipment’s condition, state, quality, operation, durability, suitability, fitness for use or any

- purpose or merchantability; and
- (ii) 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.

1.4. Payment

- (a) If you are renting Rental Equipment, you must pay us the Fees (including GST) as specified in an invoice issued by us within 30 days of the date of that invoice or on such other terms as may be specified on the invoice.
- (b) If you are buying Purchased Equipment and/or Products we will submit an invoice to you upon you sending us a purchase order or otherwise confirming in writing to us that you will buy the Purchased Equipment and/or Products from us as specified in the Agreement Specifics. You must pay this invoice prior to or upon delivery of the Purchased Equipment and/or Products by us. These terms and conditions apply to any purchase of Purchased Equipment and/or Products by you from us and supersedes any terms and conditions attached to any purchase order you provide us.
- (c) If you buy Purchased Equipment from us that is not in stock we may require a deposit from you in the sum of 25% of the total value of the Purchased Equipment as specified in the Agreement Specifics. Prior to or upon delivery of the Purchased Equipment you will be required to pay the balance outstanding to us. If you cannot complete the payment prior to or upon delivery, we are entitled to keep the deposit.
- (e) If you do not pay the invoice within the payment terms specified in this Agreement, we may charge you a late payment Fee as set out on our Website on each unpaid invoice. If we have provided you with at least one written payment reminder, then we may suspend providing the Equipment and/or Products while your account remains in arrears. For the first 60 days of any suspension you will continue to be liable for any Rental Equipment hire charges (if applicable). After that period you will not be liable for Rental Equipment hire charges unless you do not permit us to collect the Rental Equipment.
- (e) We may charge you a reasonable administration fee if you ask us to provide you with an additional copy of an invoice or other document that has previously been provided to you.

Schedule 5 – Cleanaway Daniels

ESSENTIAL REQUIREMENTS OF SAFE & COMPLIANT WASTE SERVICES

This Schedule 5 applies if you are receiving medical waste services.

This document has been prepared to inform Cleanaway Daniels Healthcare customers¹ of their responsibilities as Generators of Wastes.

Background

Cleanaway Daniels services many waste streams for Healthcare customers. These waste streams include, but are not limited to:

- Clinical and Related Wastes
- General Waste
- Secure Document Destruction
- Cardboard and Paper Recycling
- Sanitary Services
- Other Services

Effective segregation is fundamental for safe waste disposal and compliance with both State and National laws. Cleanaway Daniels is passionate about partnering with customers to achieve such compliance and as a company we place great emphasis on employee, client and patient safety.

Compliance, safety and effective waste segregation can only be achieved when Waste Generators abide by the following Essential Requirements of Safe & Compliant Waste Services.

- Waste Generators take responsibility for what is placed into the waste stream²
- Waste Generators do not allow cross contamination between waste streams
- Safe containment of waste in transport
- Waste Generators allow only permitted waste to be placed into the waste stream

These Essential Requirements of Safe & Compliant Waste Services are the foundation of Cleanaway Daniels Waste Specifications, and we require all customers to read, understand and abide by them.

Responsibility for waste stream

The Waste Generator (not Cleanaway Daniels) is responsible for all items placed in the waste stream on the Waste Generator's site, thereby rendering the waste generator responsible for the safety implications of not complying with the specifications set out in this document.

No contamination between waste streams

Contamination occurs when a waste stream is mixed with another. For example, where clinical waste is disposed of in a general waste bin. Waste streams that are contaminated place significant risk on persons handling, transporting and treating the waste. It is an Australian Dangerous Goods Code requirement that no substances be mixed that may result in a flammable, explosive, toxic or otherwise hazardous mixture.

Safe containment of waste in transport

The bins and containers that waste is stored in for transport, as well as the bin loading areas used for waste movement, must be suitable. Bins must be secure without any protruding waste. Loading areas must be safe for our staff to use.

Only permitted waste is placed into the waste stream

Waste containers are designed to accommodate, transport and dispose of the specific waste streams within them. It is imperative that Waste Generators place only permitted waste materials into appropriate containers.

The following items are excluded from all Cleanaway Daniels waste streams:

- Batteries³
- Chemicals and other dangerous goods, gasses or gas bottles (including Aerosol cans), flammable liquids and solids, or Corrosives and Acids⁴
- Radioactive waste, with the exception of isotopes in TGA registered substances below the hazardous level 100 Bq which we collect and incinerate
- Heavy metals (including Mercury) and Amalgam
- Explosives
- Unshreddable large metal objects, except in Anatomical or Laparoscopic bins
- Foetuses and products of conception
- Corpses or cadavers

The above items can only be handled with special containment and disposal.

Please contact Cleanaway Daniels for advice on how these items may be handled and disposed of.

The Waste Generator has a responsibility to maintain the integrity of all waste streams and abide by Cleanaway Daniels requirements.

For more information on your service requirements, please contact the EPA in your State, consult the Australian Dangerous Goods Code or call us on the phone number below.

IF UNSURE OF REQUIREMENTS PLEASE CONTACT THE EPA IN YOUR STATE, CONSULT THE AUSTRALIAN DANGEROUS GOODS CODE OR [CALL CLEANAWAY DANIELS ON 1300 66 77 87](tel:1300667787).

¹ Healthcare customers include (but are not limited to): hospitals, clinics, medical centres, dentists, dialysis centres, drug treatment centres, blood banks, pharmacies, laboratories (clinical, pathological, haematology, chemistry and research including veterinary and genetic), vet clinics, universities and other educational institutions, councils, government departments and other bio hazardous waste generators (e.g. tattooists, body piercing organisations).

² Includes waste placed into waste containers on customer premises.

³ Where a recycling program has been set up (with supporting Battery recycling containers designed for the purpose) then Cleanaway Daniels will accept those specifically designed receptacles containing solely batteries.

⁴ In certain cases where Cleanaway Daniels and the customer have a specific agreement, Cleanaway Daniels will accept these wastes. However, prior to Cleanaway Health accepting the waste, the customer must identify its make-up and provide it to Cleanaway Daniels in a receptacle fit for containment and transport. Under no circumstances will the customer supply these as mixed waste – they must be segregated into fit for purpose containers that solely comprise a waste of a discrete chemical make-up with supporting technical information that identifies that chemical composition on the container. This is a requirement of safe transport, storage and treatment of the waste.

Clinical and related waste



THE WASTE GENERATOR IS RESPONSIBLE FOR ALL ITEMS PLACED IN THE WASTE STREAM ON THE WASTE GENERATOR'S SITE

WASTE TYPE	CLINICAL WASTE	ANATOMICAL WASTE	CYTOTOXIC WASTE	GMO		CYTOTOXIC DRUGS (BULK)	PHARMACEUTICAL WASTE	LAPAROSCOPIC
				Infectious	Non-Infectious			
NEPM WASTE CODE	R100	R100	R100	R100		R130	R120	R100
ADG CLASS	6.2	6.2	6.2	6.2	9	6.1	Various	6.2
UN SHIPPING NUMBER	UN 3291	UN 3291	UN 3291	UN3291	UN3245 (Transported as UN3291 - Higher DG than UN 3245)	UN 2811 (solids) UN 2810 (liquids)	Usually not Dangerous Goods Occasionally UN3249 or other UN Code within Class 3, 6.1, 8 or 9	UN 3291
BIN MGB				N/A			 NSW Commercial customers  All Health facilities	N/A
CLINISMART		N/A				N/A		
SHARPSMART CONTAINER		N/A	N/A	N/A	N/A	N/A	N/A	N/A
BIN COLOUR	 Yellow	 Yellow	 Purple	 Yellow	 Yellow	 Purple	 Yellow	 Yellow
LID COLOUR	 Yellow or Ivory	 Orange	 Purple	 Grey	 Grey	 Purple	 Orange	 Green

- MAXIMUM WEIGHT FOR MGB: 50L - 16KG | 120L - 25KG | 240L - 50KG | 660L - 100KG | 1,000L - 200KG | 1,100L - 200KG
- CLINISMARTS AND SHARPSMARTS ARE WASHED AND SANITISED BY AN AUTOMATED 6-STAGE PROCESS; MGB ARE MANUALLY WASHED AND SANITISED WITH HIGH-PRESSURE WASH.

Clinical and related waste

THE WASTE GENERATOR IS RESPONSIBLE FOR ALL ITEMS PLACED IN THE WASTE STREAM ON THE WASTE GENERATOR'S SITE

	CLINICAL WASTE	ANATOMICAL WASTE	CYTOTOXIC WASTE	GMO		CYTOTOXIC DRUGS (BULK)	PHARMACEUTICAL WASTE	LAPAROSCOPIC
				Infectious	Non-Infectious			
WASTE BAG REQUIREMENT	Some states require all CW be yellow-bagged before discard. Cleanaway Daniels requires CW be pre-bagged for MGB.	Some states require all CW be yellow-bagged before discard. Cleanaway Daniels requires CW be pre-bagged for MGB.	Some states require all cyto be purple-bagged before discard. Cleanaway Daniels requires cyto waste be pre-bagged.	OGTR currently requires pre-bagging before discard.		No	No	No
WASTE DESCRIPTION	Waste resulting from medical, nursing, dental, skin penetration or other related clinical activity or biomedical research. Waste that has the potential to cause injury, infection or offence, e.g. human tissue, visibly blood-stained or bulk body fluids.	Recognisable human or animal body parts, or animal carcasses arising from medical or veterinary research or treatment.	Wastes arising from medical or veterinary research or treatment that may be contaminated with Cytotoxic drugs.	Waste containing live GMO from human or animal research that contains infectious substances.	Waste containing live GMO from biological research that does NOT contain infectious substances.	Cytotoxic drugs other than cytotoxic waste e.g. <ul style="list-style-type: none"> • Pharmacy cyto waste • Unused • Outdated • Returns to Pharmacy 	Discarded consumer-packaged pharmaceuticals.	Laparoscopes and other similar Medical Devices.
WASTE SPECIFIC EXCLUSIONS 	<ul style="list-style-type: none"> • Anatomical waste • Pharmaceuticals bulk • Cytotoxic Drugs/wastes • GMO • Sharps not in ADG-compliant containers 	<ul style="list-style-type: none"> • Pharmaceuticals bulk • Cytotoxics Drugs/wastes • GMO • Sharps not in ADG-compliant containers 	<ul style="list-style-type: none"> • Anatomical waste • Pharmaceuticals bulk • Cytotoxic drugs bulk • GMO • Sharps not in ADG-compliant containers 	<ul style="list-style-type: none"> • Pharmaceuticals • Cytotoxics • Sharps not in ADG-compliant containers 	<ul style="list-style-type: none"> • Infectious GMO • All Infectious substances • Pharmaceuticals • Cytotoxics • Sharps not in ADG-compliant containers 	<ul style="list-style-type: none"> • Anatomical • Pharmaceuticals • GMO • Sharps not in ADG-compliant containers 	<ul style="list-style-type: none"> • Anatomical • Cytotoxics • GMO • Sharps not in ADG-compliant containers 	<ul style="list-style-type: none"> • Anatomical • Cytotoxics • GMO • Sharps not in ADG-compliant containers
UNIVERSAL EXCLUSIONS 	<ul style="list-style-type: none"> • Foetuses and products of conception • Corpses or Cadavers • Other Dangerous Goods of any class. e.g. Heavy metals (including Mercury), Amalgam, Batteries, Explosives, Flammable liquids and solids, Corrosives and acids, Chemicals, Gasses/gas bottles (including Aerosol cans), Radioactive waste, except isotopes in TGA registered substances below the hazardous level 100 Bq and unshreddable large metal objects. <p>Note: Pharmaceutical waste could have dangerous goods in certain cases where Cleanaway Daniels and the customer have a specific agreement with supporting processes.</p>							
TREATMENT METHOD	Any EPA-approved Clinical Waste treatment process	Incineration	Incineration	Autoclave or Incineration as agreed with the client		Incineration	Incineration	Cleanaway Daniels process approved by EPA

NOTE: It is an ADG requirement that no substances be mixed that may result in a flammable, explosive, toxic or otherwise hazardous admixture.

ADG Australia Dangerous Goods Code; CW Clinical Waste; GMO Genetically Modified Organism; MGB Mobile garbage bin; NEPM National Environment Protection Measures; OGTR Office of Gene Technology Regulator; TGA Therapeutics Goods Association | Version 4 - Issued 01 August 2016 - 5 20-1006

IF UNSURE OF REQUIREMENTS please contact the EPA in your State, consult the Australian Dangerous Goods Code or call Cleanaway Daniels on 1300 66 77 87.