

service agreement



This service agreement is between **SUEZ Recycling & Recovery Pty Ltd** (ABN 70 002 902 650) ("SUEZ") and:

CUSTOMER NAME	ABN	<Customer_Site_ABN>	ACCOUNT NUMBER	<ParentJDESystemID>
TRADING AS	<Opp_Customer_Mailing_Name>	ACN	DATE	<Todays_Date>
TYPE (SOLE TRADER, COMPANY, GOVERNMENT, PARTNERSHIP, OTHER)	<Customer_Site_Type>		BRANCH	<Opportunity_Br> PHONE
CUSTOMER ADDRESS (IF SOLE TRADER)			CRM S/A	<OppID>JDE S/A <Customer_Site_SA>

BILLING ADDRESS	SERVICE ADDRESS				
	<Customer_SiteAdd1> <Customer_SiteAdd2>				
SUBURB	POSTCODE	STATE	SUBURB	POSTCODE	STATE
CONTACT	PHONE		CONTACT	PHONE	
EMAIL	FAX		EMAIL	FAX	
ELECTRONIC INVOICES (Y/N – Y REQUIRES EMAIL ADDRESS)			INDUSTRY CODE/DESCRIPTION	<Customer_Site_ANZSIC>	

TERMS OF AGREEMENT

FROM ("COMMENCEMENT DATE") TO ("END DATE")

Service Type	Qty	Size/Capacity	Unit	Container Type	Waste Type	Service Frequency	Mon	Tue	Wed	Thu	Fri	Sat	Sun
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Max Density (m ³)	Purchase Order #	Billing Start	Service Start	Delivery Date	Delivery Fee	Changeover Fee	On Call Fee	Public Holiday (prior/after)	Cost Centre				
Fixed Monthly Rate	Monthly Rental Rate	Pick Up Rate Each	Unit/Metre Rate	Extra Charge	Disposal Included	Disposal Fee (a)	\$ per	disp.admin	% min charge				
Castors	Lids	Locks	Lock Fee	How Acquired (Cleanskin, Organic, Resign, Gained from Competitor) If gained, please name competitor				Change (Price, Service, Owner, Other)					
Special Instructions								Site Access Hours					

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							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Special Instructions								Site Access Hours					

CUSTOMER REPRESENTATIVE (PRINT)	JOB POSITION	CUSTOMER REPRESENTATIVE SIGNATURE	DATE
SUEZ REPRESENTATIVE (PRINT)	JOB POSITION	SUEZ REPRESENTATIVE SIGNATURE	DATE
<Owner>			

SALES PERSON NUMBER	<SalesmanCode>	TERRITORY CODE	Note: All prices ex GST	
DATE KEYED	KEYED BY		SUEZ'S address for notices is:	
KEYING CHECKED BY	KEYING CHECKED BY		Branch Name	<Branchname>
PRICING CHECKED BY - SC	SSM	SGM	Branch Address	<BranchAddress>
			Branch State	<BranchState> Postcode <BranchPostcode>

SUEZ agrees to provide the Services indicated above subject to the SUEZ Australia Terms & Conditions of Supply (SUEZ T&Cs), and the Customer agrees to accept the Services on that basis.

I am authorised to sign this agreement on behalf of the Customer.

SUEZ AUSTRALIA TERMS & CONDITIONS OF SUPPLY

1 DEFINITIONS

In this Agreement:

"**Agreement**" means the agreement between SUEZ and the Customer, comprising the front page of this document entitled Service Agreement and these Terms & Conditions of Supply, which Terms & Conditions of Supply may be varied by SUEZ on 7 days written notice from time to time.

"**Credit Reporting Body or CRB**" means Dun & Bradstreet (Australia) Pty Ltd (ACN 006 399 677) or any other credit reporting body that may be engaged by SUEZ from time to time.

"**Customer**" means the person or entity (jointly and severally if more than one) obtaining the Services (either for itself or on behalf of the Recipient), as identified on the front page of this Agreement.

"**Equipment**" means containers, units and other equipment placed by or on behalf of SUEZ on the Premises.

"**Essential Terms**" means all or any of the provisions of clauses 3.1, 4.1, 4.3, 6.2, 6.3, 7.2, 8.1, 12.3, 12.7 and 13.4.

"**Fees**" means any amount, rate, price, charge and/or fee for the provision of the Services, as specified on the front page and as may be varied in accordance with this Agreement. Fees are exclusive of goods and services tax ("GST") unless otherwise expressly stated.

"**Interest Rate**" means a rate which is 2% per annum compounding daily above the standard variable interest rate published by the Reserve Bank of Australia.

"**Leased Equipment**" means any Equipment leased by SUEZ in order to provide the Services.

"**On Call**" means Services provided irregularly as requested from time to time by the Customer.

"**Premises**" means the service address/es specified on the front page of this Agreement, as varied from time to time.

"**Recipient**" means the recipient of the Services.

"**Services**" means SUEZ's provision of Equipment and collection and disposal of Waste as specified on the front page of this Agreement or as otherwise agreed between the parties.

"**Special Waste**" means any, radioactive, volatile, flammable, explosive, biomedical, toxic or hazardous substances including asbestos or any other substance which is not explicitly described and agreed to on the front page of the Agreement or which is otherwise reasonably excluded from Waste by SUEZ.

"**SUEZ**" means SUEZ Recycling & Recovery Pty Ltd, or such other SUEZ entity as may be notified in writing to the Customer.

"**Waste**" means all waste and recyclables generated by or in the possession of the Customer at the Premises, but excluding Special Waste (unless SUEZ has expressly agreed in writing to provide services in respect of Special Waste).

2 TERM AND RENEWAL

2.1 The "Initial Term" of this Agreement is the period specified on the front page of this Agreement under the heading 'Term of Agreement' from the Commencement Date to the End Date.

2.2 Either party can end this Agreement effective at the expiry of the Initial Term by giving written notice to the other party during the Initial Term. If no such notice has been given, this Agreement will, continue after the expiry of the Initial Term until terminated by either party giving at least 60 days' written notice of termination to the other party.

3 SERVICES

3.1 SUEZ will provide Services in accordance with this Agreement and the Customer agrees to obtain all Services for the Premises exclusively from SUEZ, except that Customer will not be required to use SUEZ exclusively to the extent and for any period during which SUEZ is unable to provide the Services.

3.2 SUEZ will use all reasonable endeavours to perform the collection services on the agreed days but during such hours as SUEZ shall determine.

3.3 From time to time SUEZ may need to vary the days upon which the Services are performed and in such cases SUEZ will provide prior notice to the Customer where reasonably practicable.

4 FEES AND PAYMENT

4.1 The Customer must pay SUEZ the Fees in consideration for the provision of the Services.

4.2 At least monthly, SUEZ will provide the Customer with a tax invoice for the Fees due for Services supplied by SUEZ and any amounts otherwise owing under this Agreement, plus goods and services tax (GST) (together "**the Invoiced Amount**").

4.3 The Customer must pay SUEZ the Invoiced Amount in full within 30 days from the date of the relevant invoice ("**the Due Date**").

4.4 Where the:

- (a) nature, quantity, weight or density of the Waste;
- (b) quantity, timing or frequency of the Services requested by the Customer and agreed to by SUEZ; or
- (c) Premises or access to the Premises,

changes from that specified on the front page of this Agreement, SUEZ may, on prior notice to the Customer and acting reasonably, adjust the Fees to proportionately reflect the change.

4.5

- (a) SUEZ may, acting reasonably, adjust the Fee twice in any 12 month period on giving 30 days' written notice to the Customer taking into account increases to the costs of providing the Services, including increases to disposal costs, fuel costs, government taxes, charges and levies, administrative and operational costs, and in the event that a change in law or regulation results in an increased cost of providing the Services.
- (b) The Customer may dispute a proposed Fee adjustment by giving SUEZ written notice within 14 days of the proposed Fee adjustment.
- (c) SUEZ and the Customer will discuss the disputed Fee adjustment to try and resolve the disputes.
- (d) Where the parties are unable to reach an agreement on the Fee adjustment within 30 days of the Customer's dispute notice, the Customer may terminate this Agreement by giving 60 days' written notice to SUEZ.

4.6 In addition to clause 4.5, if SUEZ incurs any material increased costs due to a reason outside SUEZ's reasonable control, SUEZ may, acting reasonably, adjust the Fees to take account of such cost increases, on giving not less than 30 days' written notice to the Customer and the Customer may, if it does not accept such Fees adjusted in accordance with this clause 4.6, terminate the Agreement by giving 60 days written notice to SUEZ.

4.7 Where SUEZ offers the Customer a rebate in respect of resources recovered from the Waste and such rebate is calculated by reference to the commodity prices, SUEZ may adjust the rebate on a quarterly basis (or such other basis as may be agreed with the Customer in writing) to take account of any change in commodity prices.

4.8 If the Customer does not pay the Invoiced Amount by the Due Date, then in addition and without prejudice to any rights or remedies available to SUEZ:

- (a) the Customer will may be liable to pay default interest on the Invoiced Amount for the period from the Due Date to the date of payment calculated at the Interest Rate;
- (b) the clause 4. 8(a) interest together with the Invoiced Amount will be a debt immediately due and payable;
- (c) SUEZ may require any future amounts invoiced to or owing by the Customer to be paid by cash in advance of SUEZ's performance of the Services; and
- (d) the Customer will be liable for all costs reasonably incurred by SUEZ in connection with any debt recovery, legal proceedings and/or other action taken by SUEZ to enforce payment.

5 TERMINATION AND SUSPENSION

5.1 The Customer may immediately terminate this Agreement:

- (a) if SUEZ becomes insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) associated with insolvency such as external administration, or if it ceases or threatens to cease carrying on all or part of its business or paying its debts;
- (b) if SUEZ is in material breach of this Agreement and fails to remedy the material breach within 14 days of the date of receiving written notice from the Customer identifying and requiring remedy of that breach;
- (c) on written notice to SUEZ within 7 days from the date of receiving written notice from SUEZ of a variation to these Terms and Conditions of Supply if Customer can reasonably demonstrate that the variation would have a material adverse impact on the Customer and the Customer does not agree with the variation.

5.2 SUEZ may immediately suspend provision of the Services or terminate this Agreement:

- (a) if the Customer dies, becomes bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) associated with insolvency such as external administration
- (b) If the Customer ceases or threatens to cease carrying on all or part of its business or paying its debts;
- (c) if the Customer breaches any Essential Term of this Agreement and that breach is not remedied within 14 days of the date of the Customer receiving written notice from SUEZ identifying and requiring remedy of that breach; or
- (d) the Customer indicates to SUEZ by words or action that it no longer intends to be bound by and perform its obligations under the Agreement.

5.3 On termination under clause 5.2, SUEZ may, in addition and without prejudice to any other rights or remedies available to it:

- (a) recover from the Customer as a debt due and payable:

CUSTOMER AUTHORISED REPRESENTATIVE:	Signature _____ _____ _____ _____	SUEZ AUTHORISED REPRESENTATIVE:	Signature: _____ _____ _____ _____
	Print Name: _____ _____ _____		Print Name: _____ _____ _____

- (i) all amounts owing to SUEZ and not paid by the Customer up to the date of termination;
 - (ii) the Early Break Fee;
 - (iii) in respect of leased Equipment, if SUEZ cannot redeploy it within 14 days, rental fees due (capped at 3 months), or the lease break fee incurred by SUEZ due to the termination; and
 - (v) default interest calculated at the Interest Rate on the clause 5.3(a)(i) amounts from the date of termination until the date of payment by the Customer of those amounts and on the clause 5.3(a)(ii) and (iii) amounts from the date those amounts become due and payable until the date of payment by the Customer of those amounts.
- (b) "Early Break Fee" will be defined to mean the cost of:
- i. container (bin) collection and removal: maximum of \$300 per container
 - ii. container cleaning: maximum of \$50 per container
 - iii. container repair and maintenance (where applicable): maximum of \$300 per container
 - iv. administration of closing the account: maximum of \$80 per account.

In addition, where specialised equipment has been installed at the Customer site, the Customer acknowledges that there may be an additional de-installation fee to remove the equipment.

- (c) SUEZ otherwise reserves its right at law to claim general damages to compensate it for any additional loss it may have suffered by reason of the early termination of the Agreement under clause 5.2 due to the Customer's default.

6 WASTE MATERIAL AND TITLE

- 6.1 Title to all Waste vests in SUEZ on deposit in the Equipment. Title to Special Waste remains with the Customer, unless otherwise agreed in writing with SUEZ.
- 6.2 Where applicable, the Customer appoints SUEZ as its agent to give prescribed information about trackable wastes to any relevant administering authority.
- 6.3 The Customer warrants to SUEZ that all Waste relating to the Services corresponds to the waste type specified on the front page of this Agreement and excludes Special Waste (unless expressly agreed otherwise in writing).

7 EQUIPMENT

- 7.1 The Equipment remains the property of SUEZ at all times.
- 7.2 From the time of delivery of the Equipment to the Premises until the Equipment is collected by or returned to SUEZ, the Customer:
- (a) must at its expense, use, store and operate the Equipment in accordance with any instructions given by SUEZ and any applicable laws, codes of practice and standards;
 - (b) is responsible for any damage, theft, loss or destruction of the Equipment, excepting normal wear and tear; and
- (a) must provide SUEZ sufficient and safe access to the Premises to enable SUEZ to access the Equipment and provide the Services.

8 INDEMNITY

- 8.1 The Customer indemnifies SUEZ (except to the extent loss or damage is caused or contributed to by SUEZ's negligence or misconduct) against any loss or damage arising under or in connection with a breach by the Customer of:
- (a) clause 6.3 or clause 7.2 of this Agreement;
 - (b) any duty of care owed to SUEZ or others whilst on the Customer's premises.

9 WARRANTIES AND LIABILITY

- 9.1 Except as expressly stated in this Agreement, any term, condition or warranty express or implied by statute or otherwise in relation to the Services and/or this Agreement is excluded to the full extent permitted by law.
- 9.2 Nothing in this Agreement excludes, restricts or modifies the application of the *Competition and Consumer Act 2010* (Cth), as amended, consolidated, supplemented or replaced.
- 9.3 To the full extent permitted by law, SUEZ's liability arising under or in connection with this Agreement is limited at SUEZ's option to the re-supply of Services or payment of the cost of re-supplying Services by a third party.
- 9.4 To the full extent permitted by law, SUEZ is not liable for any indirect or consequential losses, expenses, loss of turnover, profits, business or goodwill or any liability to any other party suffered by the Customer or any third party, however caused.

10 FORCE MAJEURE

- 10.1 If SUEZ is prevented or delayed in performing any of its obligations under this Agreement because of any event beyond SUEZ's control ("Force Majeure Circumstance"):
- (a) SUEZ will not be in default under this Agreement or liable for any loss, cost, expense and/or damage suffered by the Customer for that reason;
 - (b) the performance of SUEZ's obligations under this Agreement will be suspended for the period of delay or prevention due to the Force Majeure Circumstance; and
 - (c) if the Force Majeure Circumstance continues for a period exceeding three (3) months, then either party may terminate this Agreement by providing written notice to the other.

11 PPSA

- 11.1 SUEZ may register any security interest or purchase money security interest (as those terms are defined in the *Personal Property Securities Act 2009* (Cth) ("PPSA") created by the provision of any Equipment to the Customer under this Agreement and the Customer will do all things necessary to enable SUEZ to achieve such registration.
- 11.2 The Customer agrees that the sections of the PPSA listed in section 115(1) of the PPSA shall not apply on the enforcement by SUEZ of any security interest, to the extent permitted by law.
- 11.3 The Customer waives its right to receive a copy of any financing statement, financing change statement or verification statement (as those terms are defined in the PPSA) registered or received by SUEZ in respect of any security interest created by or pursuant to this Agreement.

12 MISCELLANEOUS

- 12.1 Where the Customer commences operations at, or moves its operations to, premises other than the Premises, then this Agreement will be varied to add to, or substitute (where applicable), the Premises with the other premises.
- 12.2 SUEZ may at any time at its discretion:
- (a) assign its rights and obligations under this Agreement; and
 - (b) subcontract any of the Services.
- 12.3 The Customer must not assign any of its rights or obligations under this Agreement without SUEZ's prior written consent (which will not be unreasonably withheld).
- 12.4 The Customer will provide SUEZ an opportunity to match any offer of an alternative provider to provide the Services but the Customer will not be obliged to accept SUEZ's counter-offer in these circumstances.
- 12.5 This Agreement will bind the successors and permitted assigns of the parties.
- 12.6 The laws of New South Wales govern this Agreement and the parties agree to the exclusive jurisdiction of the courts in New South Wales.
- 12.7 The Customer represents and warrants that the Customer's representative signing this Agreement has the authority to enter into this Agreement.
- 12.8 In the event that any provision of this Agreement or part thereof is held invalid or unenforceable, the remaining provisions of this Agreement or parts thereof will remain in full force and effect.
- 12.9 If any dispute or difference arises between the Customer and SUEZ, other than pursuant to clauses 5 and 6, it shall be referred to their respective representatives (or contacts) for resolution. In the event that the representatives are themselves unable to resolve the dispute, the representatives' superiors will attempt to resolve it speedily by negotiation and in good faith. The Customer shall not withhold payment of any Invoiced Amounts and any other amounts due during the dispute, unless such amount is the subject of the dispute (but then only to the extent the amount is in dispute).

13 PRIVACY AND CREDIT REPORTING NOTIFICATION

- 13.1 SUEZ collects and manages personal and credit related information in accordance with its Privacy Policy and Credit Reporting Policy, which are available at www.suez.com.au. SUEZ may collect personal and credit related information through persons acting on the Customer's behalf or information received from third parties such as credit reporting bodies. SUEZ collects personal and credit related information for the purposes of providing the Services to the Customer. If SUEZ does not collect such information as described in the policies, SUEZ may not be able to provide the Customer with the Services requested.
- 13.2 SUEZ may give credit related information to the CRB to obtain a credit report about the individual. The CRB may include the information in reports provided to SUEZ to assist it to assess the individual's credit worthiness. Individuals may request the CRB not to use such information for the purpose of pre-screening for direct marketing by SUEZ and not to use or disclose such information if they believe on reasonable grounds that they are, or are likely to be, a victim of fraud. Individuals can obtain a copy of the CRB's credit reporting policy by visiting its website at www.dnb.com.au. SUEZ may disclose credit related information to its service providers in New Zealand.
- 13.3 The Privacy Policy and Credit Reporting Policy contain information about how individuals may access personal and credit related information, respectively, about the individual held by SUEZ and seek correction of such information, how the individual may complain about a breach of the Privacy Act 1988 or a registered privacy code that binds SUEZ, and how SUEZ deals with such a complaint.

CUSTOMER AUTHORISED REPRESENTATIVE:	Signature		SUEZ AUTHORISED REPRESENTATIVE:	Signature:	
	Print Name:			Print Name:	

13.4 The Customer's Representative signing this Agreement has read the Privacy Policy and Credit Reporting Policy, and represents and warrants that all directors, officers and employees of the Customer, and any guarantor of the Customer under this Agreement, whose personal and/or credit related information may be collected by SUEZ have been provided with this notification of how their personal and credit related information will be collected, used, held and disclosed.

December 2018

CUSTOMER AUTHORISED REPRESENTATIVE:	Signature	_____	SUEZ AUTHORISED REPRESENTATIVE:	Signature:	_____
	Print Name:	_____		Print Name:	_____