



General Terms & Conditions

Waste Recycling & Processing Corporation T/A WSN Environmental Solutions ("WSN") operates as a statutory State-owned corporation under the *Waste Recycling and Processing Corporation Act 2001*. WSN provides reliable and responsible recycling, resource recovery and solid waste processing and disposal services to councils, commercial and industrial customers, small businesses and households.

Listed below are the minimum Terms and Conditions applicable to general waste disposal services.

GENERAL TERMS

1) **Conditions of entry/Pick Up:** The fee payable by the Account Holder in respect of entry to and/or disposal at a Site will be calculated as set out in the Schedule of Charges. Entry to and use of the nominated Site is on and subject to these Terms, the Schedule of Charges and Conditions of Entry. The Schedule of Charges and the Conditions of Entry are subject to change without notice.

2) **Fees:** The terms includes but is not limited to disposal fee and admin fee.

GST: Unless otherwise stated (whether in the Schedule of Charges or otherwise) fees are exclusive of goods and services tax ("GST").

3) **The Account:** Completion and submission of the Account opening form by the Account Holder is an offer to contract with WSN on the following Terms and Conditions. WSN accepts the offer to contract by opening an Account on the following Terms and Conditions.

4) **WSN Liability:** At law is limited to the resupply of services; or at WSN's option, the payment of the cost of resupply of those services. Except for this, WSN accepts no liability whatsoever for any claim for loss or damage of any kind without limitation. WSN will not be liable for the non-performance of the Services caused by an act, omission or event beyond its control.

5) **General Terms:** These Terms are subject to change without notice. WSN may subcontract, assign, novate or otherwise transfer or deal with any of its rights or obligations in relation to these Terms without the consent of the Account Holder. Any provision of these Terms which seeks to limit or exclude a liability of either party is to be construed as doing so only to the extent permitted by law. These Terms are governed by and must be construed according to the laws of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that place.

ACCOUNT HOLDER TERMS AND CONDITIONS

6) **Use of Account:** The Account Holder will be notified of the credit limit and Term of the agreement at the time the Account is opened. The Account Holder must keep the Account within the credit limit. The Account Holder must keep the Account number secure. The Account Holder is liable for any use of the Account or the Account number, whether or not the Account Holder has authorised that use. Neither WSN nor any Site officer or other person acting for or on behalf of WSN assumes any duty of care in relation to (nor will WSN or any Site officer or other person acting for or on behalf of WSN be required or obliged to enquire further into) the use of an Account or an Account number (whether to enter a Site or otherwise).

7) **Securities:** A Personal/Directors Guarantee and Indemnity in favour of WSN must be provided by the Account Holder as a condition precedent to WSN accepting an offer to open an Account. A security bond in the form of a cash bond or an unconditional bank guarantee may be requested by WSN and will be held as security against the performance of these Terms by the Account Holder. WSN may convert the security into cash or exercise rights against that security at any time if WSN has, or may have, a claim against the Account Holder.

8) **Invoicing and payment:** Invoices will be issued twice per month. Payment must be made in full within 28 days of date of invoice. The Account Holder must notify WSN of any changes to the Account details.

The Account Holder also agrees to indemnify WSN for all costs including collection commission that may be incurred should it be necessary to employ Mercantile Agents and/or solicitors to recover outstanding debts.

In the event of the sale of the business The Account Holder agrees to notify WSN 14 days prior to the date of sale, and will remain responsible for all outstanding monies up to the date of sale. The account will be suspended on the date of sale. A new application form will be needed after the sale date.

9) **Account Holder Liability:** indemnifies WSN against any claims, losses, costs or expenses suffered or incurred by WSN (including without limitation legal fees on a solicitor and own client basis) arising out of or in connection with the Account Holder's use of the Account or at any time when attending a Site owned and/or operated by WSN, or a contractor of WSN. The Account Holder will not be obliged to indemnify WSN against any claims, losses, costs or expenses to the extent only that a claim, loss, cost or expense is caused by negligent or unlawful acts or omissions or wilful misconduct of WSN, a breach by WSN of its express obligations under these Terms or any fraudulent act or omission of WSN.

10) **Closing the Account:** Without limitation to any other rights WSN may have under these Terms or otherwise, WSN may, at any time and for its sole convenience, close or terminate the Account by written notice to the Account Holder. The Account Holder may close the Account by giving 60 days written notice to WSN. All outstanding amounts must be paid prior to the closure of the Account.