

ACT NoWaste Commercial Waste Credit Policy

1. Application Requirements for New Account Holders

- 1.1 Minimum account trading of \$1,000.00 per month (i.e., \$12,000.00 per annum) for new accounts.
- 1.2 All new and existing account holders will be required to acknowledge that they have read this policy by signing the declaration at the end of the policy and providing the following completed documentation:
 - (a) ACT NoWaste application for credit form (**Attachment A**)
 - (b) Account application vehicles authorisation form (**Attachment B**)
 - (c) ACT NoWaste Terms and Conditions, initialed on every page by Director, Company Secretary, Sole Trader (**Attachment C**); and
 - (d) Deed of Unconditional Financial Undertaking (**Attachment D**).
- 1.3 Applicants must nominate a credit limit in the initial application. ACT NoWaste reserves the right to adjust the credit limit at any time taking into consideration the trading history of the account holder.
- 1.4 Applications will be processed and completed within 10 business days providing they meet all mandatory requirements set in the terms & conditions.

2. Fees & Charges

In addition to the standard ACT NoWaste tipping fees and charges the following administrative fees and charges will apply.

- 2.1 All new account applications will incur a fee of \$111.65 (GST Inclusive) that is non-refundable and payable upon submission of the application. To make payment by credit card please access <https://forms.act.gov.au/smartforms/servlet/SmartForm.html?formCode=1009-nowaste> or contact Access Canberra on 13 22 81.

3. Standard Terms of Trade

- 3.1 Account holders are billed monthly for transactions accrued during that month.
- 3.2 All invoices become due and payable thirty (30) calendar days from the date of the invoice.

4. Securities

- 4.1 All account holders, whether new or existing, must complete the Deed of Unconditional Financial Guarantee included at Attachment D.

5. Interest on Late Payments

- 5.1 If an “Arrears Notice” is raised against an account, interest will be charged on the outstanding amount at the ‘Small Business Overdraft’ rate published by the Reserve Bank of Australia (RBA) in its Indicator Lending rate series.

6. Disputed Charges

- 6.1 All challenges to charges applied must be received within twenty-one (21) calendar days of the date of the invoice on which the charge was applied.
- 6.2 Challenges raised outside this timeframe will not be considered and the full charge will be due and owing.
- 6.3 Where ACT NoWaste investigates disputed charges and the dispute is unsuccessful, the charges referred to at item 5.1 will apply.

7. Restrictions of Trade

- 7.1 If an account exceeds its monthly credit limit, its transactions will be restricted to COD only until the limit is reset at the end of the monthly cycle.
- 7.2 All accounts will be reviewed in line with the ACT NoWaste credit policy. Any account found not to be trading within the Terms and Conditions may be closed, at our discretion, in accordance with the Standard Terms and Conditions.

8. Barring of accounts

- 8.1 Where an invoice is issued and, by the due date of that invoice, no payment is received; or arrangement to pay agreed by ACT NoWaste, an Arrears Notice will be issued to the credit account owner.
- 8.2 If the credit account owner fails to make payment or does not enter into an arrangement to pay with ACT NoWaste, within the terms of the Arrears Notice, the credit account will be barred.
- 8.3 Barred credit accounts will be sent a 'Final Notice' advising that the account will remain barred and that ongoing access to the landfill will be on a COD basis only, until the account is paid in full.
- 8.4 If an account is referred for external collection, the account will be closed.
- 8.5 Once an account has been overdue for sixty (60) days, ACT NoWaste will list the account holder as a default with a registered credit reporting bureau and instruct its solicitors to initiate legal action.
- 8.6 Where an account is listed and legal action has commenced, the account will be closed. All future transactions will be on a COD basis only.

9. Annual Review

- 9.1 All accounts will be reviewed in respect to their viability. Any account found not to be trading within the Standard Terms and Conditions of Trade may be closed at ACT NoWaste's discretion. A Notice of Intent advising that the account is to be closed, including reasons for that closure, will be issued thirty (30) days prior to the closure taking effect.

10. Soil Disposal Applications

- 10.1 Where a Soil Disposal Application form is submitted to dispose of material at either Mugga Lane Resource Management Centre or Mugga 2 Quarry and the applicant's account has overdue debts owing to ACT NoWaste, the application will be declined.
- 10.2 Where a Soil Disposal Application form is submitted to dispose of material at either Mugga Lane Resource Management Centre or Mugga 2 Quarry and that application will result in the applicant's account exceeding the account's existing credit limit, a new credit application will need to be submitted and approved before the Soil Disposal Application Form can be considered.

11. Account Holders' Obligations in Respect to Third Parties Authorised to Transact on their Account

- 11.1 Account holders bear all responsibility for debt incurred by third parties authorised to use their account.
- 11.2 Account holders who fail to advise ACT NoWaste of the cessation of such authorisations accept all liability for debt incurred by that third party until ACT NoWaste is notified in writing of the changes to the vehicles authorised to act on the account.
- 11.3 Account holders must provide ACT NoWaste with two (2) business days' notice of the cessation of third-party authorisations.

12. Account Holders' Obligations in Respect of Maintaining Account Information

- 12.1 Only vehicles authorised by the account holder may operate on its account. If the account holder requires additional vehicles to access ACT NoWaste facilities it must submit an 'Account Vehicle Authorisation' form to ACT NoWaste two (2) business days prior to any expected deliveries by a third-party vehicle. 'Account Vehicle Authorisation' forms should be sent to CED_NWNoWasteSystems@act.gov.au.
- 12.2 Account holders must advise ACT NoWaste in writing of any change to the details provided on ACT NoWaste New Account Application Form, within five (5) business days of that change occurring.
- 12.3 Account holders must notify ACT NoWaste in writing if the business is sold or transferred and accept responsibility for all outstanding monies up to the date of ACT NoWaste's receipt of the notification.
- 12.4 For the avoidance of doubt, ACT NoWaste Commercial Waste Credit Accounts are not transferrable upon the sale of a business. In the event that a business is sold, for which an ACT NoWaste Commercial Waste Credit Account exists, the new owner must lodge an application for a Commercial Waste Credit Account should they wish to access this facility.

Requested monthly credit limit

\$

Declaration

I,

Director, Company Secretary, Sole Trader for,

Confirm that I have read and fully understand this Commercial Waste Credit Policy in its entirety.

Signature:

Date:

Attachment A

ACT NoWaste Credit Account Application Form

To Request an ACT NoWaste Credit Account please complete the following
Read the Terms & Conditions and Credit policy
Complete the ACT NoWaste Application form
Sign the ACT NoWaste Application for Credit and the Credit Policy, initial the Terms and Conditions and complete and sign the Director/Personal Guarantee and Indemnity
Email or post the completed application to, ACT NoWaste GPO Box 158 Canberra ACT 2601. Email: CED_NWNoWasteSystems@act.gov.au
On approval of your application ACT NoWaste will email you with an account number and commencement date

Please provide personal or company information below. Fields marked with a * are mandatory.

*Company:

ACN:

*Sole Trader/Partnership:

Business Registration Number:

*Other organisations:

ACNC Registration:

*Legal entity name:

*ABN:

*Trading name:

*Type of business (industry):

*Email address:

*Phone number and fax number:

*Postal address:

State:

Postcode:

*Physical address:

State:

Postcode:

*Name of relevant person:

*Private physical address:

State:

Postcode:

*Phone number:

*Name of other relevant person:

*Private physical address:

State:

Postcode:

*Phone number:

Signing of the Credit Disclosure and ACT NoWaste application for Credit Account

I/We, the company/business/organisation named above understand that ACT NoWaste is asking for information about me/us to conduct credit checks on me/my company/business/organisation through credit reporting services.

I/We understand that:

- ACT NoWaste will use the information about me/my company for that purpose.
- ACT NoWaste will hold that information on its systems and compare it to the information provided in this application.
- Any information that ACT NoWaste provides to this service may be obtainable by other credit providers, whilst reviewing our credit history for their own purposes.
- ACT NoWaste may use credit reporting services in the future for purposes related to the ongoing provision of credit to me/my company/business/organisation.
- This may include using ACT NoWaste monitoring services to receive alerts if any of the information held about me/my company changes (this includes updates and new records).
- If I/my company/business/organisation default in payment obligations, ACT NoWaste reserves the right to notify third parties authorised to transact on my/our credit account, of that default and deny those third parties access to my/our credit account until the default is remedied to ACT NoWaste's satisfaction.

I/We confirm the information provided in this application is accurate. I/We understand how the attached Terms and Conditions and related Credit Policy applies to the use of my/our ACT NoWaste Credit Account. I/we acknowledge that my/our credit account is provided for the sole purpose of accessing ACT NoWaste Resource Management Centres.

I/We agree in full to this Credit Disclosure Statement.

*Full legal name of applicant:

*Position title:

*Signature:

*Date:

Attachment B

Account Application Vehicles Authorisation Form

Office Use Only		
Approved by:	Date:	Account No:

- This form is to be used to add or remove a vehicle from your ACT NoWaste Commercial Credit Account.
- This form must be lodged with ACT NoWaste at least two business days prior to new vehicles accessing the account.**
- Please complete the following details and return to CED_NWNoWasteSystems@act.gov.au

Account name:

Please provide the registration details of the vehicles that will be authorised to access the requested account:

Vehicle Registration Number	Vehicle Registration Number
1)	4)
2)	5)
3)	6)

I revoke authorisation for the following vehicles to access this account. Please delete these registration details from this account.

Vehicle Registration Number	Vehicle Registration Number
1)	4)
2)	5)
3)	6)

Name:

Position:

Signed:

Date:

Attachment C

Standard Terms and Conditions of Trade

ACT Government Transport Canberra and City Services ACT NoWaste

ABN: 52 427 642 151

Terms means the terms and conditions contained in this document, as amended by ACT Government, Territory and Municipal Services, ACT NoWaste from time to time.

1. Your obligations

You must ensure that all information provided to us at the time of this application is true, accurate and is not misleading. You must abide by the ACT NoWaste credit policy. You must act reasonably and take reasonable care to protect your own interests, including those of your employees, and any authorised third parties by following all directions given verbally or in writing when operating within ACT NoWaste Resource Management Centre facilities.

2. Shortage

Details of any material as recorded by us upon receipt will be conclusive evidence of the quantity delivered by you at the time of delivery unless you provide conclusive evidence to the contrary within twenty-one (21) days of the date of the invoice. You waive all claims in respect of any charges for any material delivered, unless the disputed transaction(s) is provided to us within twenty-one (21) days of the date of the invoice.

3. Goods and Services Tax

Unless otherwise stated, all prices recorded on a weighbridge docket are inclusive of GST.

4. Accounts and interest

Unless otherwise stated, all accounts must be paid in full within thirty (30) days of the date of the invoice. If accounts are not paid in full by their due date, interest may be charged on the unpaid amount at the small business "small overdraft" rate published by the Reserve Bank of Australia in its Indicator Lending Rates series.

5. Outstanding accounts

If your account is not settled in full within the terms set out in these Terms and Conditions and/or, the ACT NoWaste Commercial Waste Credit Policy for the full amount outstanding on the account, the account will be barred.

All future deliveries will be Cash on Delivery (COD) until the account is settled to ACT NoWaste's satisfaction. If an account remains outstanding for more than sixty (60) days, you acknowledge that we will close your account and instruct our solicitors to initiate legal

action. All costs and disbursements incurred by us in recovering payment of any overdue account or in enforcing our rights under these Terms and Conditions including, without limitation, legal costs on a solicitor and client basis are payable by you. We may retain any documents or goods held on your behalf pending payment of any outstanding account. You will immediately notify us of any change in your name, address, contact or personal details to enable us to register a financing change statement if required. In the absence of such notification, the address we hold in our records is deemed to be your relevant address.

6. Force majeure

Each of us will be released from our respective obligations under these Terms (except as to payment and indemnity) in the event of national emergency, war, prohibitive governmental regulations or where any other cause beyond the reasonable control of either you or us, including strike, riot, lockout or trade disputes for a period of seven (7) days or more renders adherence to these Terms and Conditions impossible.

7. General

(a) Information

You consent to the collection, storage and provision of information by us to third parties. Personal Information is not transferred outside of Australia except as part of required third-party sub-processes. Only anonymised and aggregated statistical and analytical data is transferred outside of Australia as part of third-party services.

Such information may be used in respect to our attendances relating to the services we provide to you and for our own statistical or marketing purposes, amongst other uses. Further, you expressly consent to us using any personal information or any other information we hold on you for the purposes of investigating your creditworthiness including, but not limited to, conducting a credit check on you.

(b) Notices

All notices required or permitted to be given under these Terms and Conditions must be in writing and given by personal service, pre-paid postage, facsimile transmission or e-mail transmission at the addresses of the parties as stated in communications between us from time to time.

(c) Annual review

All accounts will be reviewed in respect to their viability. Any account found not to be trading within these Terms and Conditions may be closed at our discretion. A Notice of Intent advising that the account is to be closed, including reasons for that closure, will be issued thirty (30) days prior to the closure taking effect.

(d) No waiver

No right under these Terms and Conditions will be waived except as expressly agreed in writing and signed by us. We will not waive a right if we grant an extension or forbearance to you. A waiver by us of any matter does not prejudice our rights in respect of any subsequent or other matter. Any failure to exercise or partial exercise of, or any delay in exercising any right or remedy does not constitute a waiver of that right or remedy.

(e) Independent legal advice

You acknowledge that you have had adequate opportunity to obtain independent legal advice as to the meaning and effect of these Terms and Conditions and the ACT NoWaste Commercial Waste Credit Policy before they were accepted.

(f) Entire agreement

These Terms and Conditions, including the ACT NoWaste Commercial Waste Credit Policy and its associated documents, supersede all previous agreements between us and embody the entire agreement in relation to an approved ACT NoWaste Credit Account or any other arrangement between us (except where another arrangement is governed by specific terms identified in a separate signed agreement between us in relation to that other arrangement). Any previous correspondence, negotiations or representations between us do not bind either you or us and neither you nor we can rely on them. We may decide to make changes to these Terms and Conditions at any time suitable to us and if any changes are made you shall be notified in writing within thirty (30) days of the changes.

Attachment D

Deed of Unconditional Financial Undertaking

Dated

Parties

Australian Capital Territory

AND

FULL NAME OF CUSTOMER:

ACN:

CUSTOMER NUMBER:

AND

FULL NAME OF GUARANTOR:

Prepared by

**Financial undertaking for ACT NoWaste
credit account**

Transport Canberra and City Services

Business Analytics and Support Team

ACT NoWaste

GPO Box 158

Canberra ACT 2601

Ph: 02 6205 5341

Fax: 02 6207 6255

Parties: **Australian Capital Territory**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the ACT NoWaste a business unit within the Transport Canberra and City Services Directorate.

FULL NAME OF CUSTOMER:
ACN:
CUSTOMER NUMBER:
CUSTOMER BUSINESS ADDRESS:

FULL NAME OF GUARANTOR:
RESIDENTIAL ADDRESS:

Recitals

- A. The Territory and the Customer have executed an agreement (**Agreement**) on or about [date] Customer No.(Oracle) in relation to ACT NoWaste Credit Account.
- B. The Guarantor has agreed to provide a financial undertaking to the Territory in the form of this Deed.

It is agreed by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

Contact Officer for the:

See clause 3.4 of this (1) *Territory:*
Deed

Address: GPO Box 158

Attention: Claudia Haggarty

Email: claudia.haggarty@act.gov.au

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(2) **Customer:**

Address:

Attention:

Email:

Facsimile:

(3) **Guarantor:**

Address:

Attention:

Email:

Facsimile:

Effective Date

The date on which the Agreement commences.

See clause 2.2 of this Deed

Maximum Amount

The total amount owed by the Customer, or such other amount as may be agreed by the parties in writing.

See clauses 2.1 and 2.2 of this Deed

2. Undertaking

2.1 Undertaking

The Guarantor unconditionally and irrevocably agrees to pay to the Territory on demand without reference to the Customer and separate from any notice given by the Customer to the Guarantor not to pay any amount, any sum or sums which may from time to time be demanded in writing by the Territory up to the Maximum Amount.

2.2 Continuing Liability

The Guarantor's liability under this Deed is a continuing liability, from the Effective Date, until payment is made up to the Maximum Amount or the Territory notifies the Guarantor in writing that the undertaking is no longer required.

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3. General

3.1 No reduction or release

- (1) The Guarantor will not be discharged, released or excused from all or any part of this Deed by any act, omission, matter or thing (including any failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed or the Agreement) unless released by the Territory by a notice under this Deed.
- (2) The Guarantor's obligations under this Deed remain in effect despite the Customer being bankrupt or insolvent, entering into voluntary administration or making any arrangement with its creditors or taking advantage of any statute for the relief of insolvent debtors.

3.2 Governing law and compliance with the law

This Deed is governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

3.3 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

3.4 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

SIGNED AS A DEED ON

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

.....
Signature of witness

.....
Print name of witness

.....
Signature of Territory delegate

.....
Print name of Territory delegate

SIGNED by or for and on behalf of

NAME OF CUSTOMER ACN:

in the presence of:

.....
Signature of witness

.....
Print name of witness

.....
Signature of Director

.....
Print name of Director

SIGNED by or for and on behalf of

NAME OF GUARANTOR

in the presence of:

.....
Signature of witness

.....
Print name of witness

.....
Signature of Guarantor

.....
Print name of Guarantor

NOTE:

*Date:

Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

**Company:

Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by two directors or a director and a secretary. Commonseal may be affixed if required under the party's

