



Tel No: (02) 9832 4022
Website: www.jjrichards.com.au
ABN: 40 000 805 425
Address: PO Box 420, Doonside NSW 2767

GYRADIKO EARLWOOD
156 WILLIAM ST
EARLWOOD NSW 2206

Customer Number **08103779**
Agreement Date: **17 August 2023**

THIS FIVE YEAR AGREEMENT (In accordance with the Terms and Conditions) is between

J.J. Richards & Sons Pty Ltd

and

TZMP HOLDINGS PTY LTD

Trading as

ABN: 37631899664

GYRADIKO EARLWOOD

Postal Address

156 WILLIAM ST
EARLWOOD NSW 2206

Contact: TED ZHENG

Tel No:

Mobile: 0411 533 269

Email: tzmpholdings@gmail.com

Service(s) located at

156 WILLIAM ST, EARLWOOD

For the provision of

1100L WHEELED BIN RECYCLING

1 x 1100L WHEELED BIN RECYCLING @ \$14.30 (Incl GST) per BIN

Serviced weekly on Tuesday starting Tuesday, 22 August 2023

660L WHEELIE BIN

1 x 660L WHEELIE BIN @ \$35.20 (Incl GST) per BIN

Serviced weekly on Monday, Friday starting Friday, 18 August 2023

Excess Weight may be charged at \$0.41 per kg in excess of the allowable weight

I acknowledge that I am authorised to sign and that I have read and understand the terms and conditions of this agreement

Signature:

Authority: TED ZHENG

Position: DIRECTOR

Signed Date: Thu, 17 August 2023


Terms and Conditions

(FRM-GEN-503 1a ISSUE 26)

- 1 **The Term.** The term of this agreement shall be for a period of five years.
- 2 **Competitive Pricing.** During the term, JJ Richards and Sons Pty Ltd (JJR) undertakes to consider any bona fide offer by another party in writing to the customer to perform the Services described overleaf. At its discretion, JJR may offer a new agreement at an agreed price for the Services.
- 3 **Service Days and Times.** JJR will perform the Services, at the location (Customer's Premises) and at the frequency, identified overleaf and if specified, on the days agreed.
- 4 **Ownership.** The Customer acknowledges that unless purchased through a separate agreement, equipment remains the property of JJR at all times.
- 5 **Missed Service.** In the event that JJR is unable to perform the Services at the Customer's Premises on the day/s agreed through no fault of JJR and as a result of acts or omissions of the Customer, JJR shall charge the Customer 50% of the agreed fee for the Service.
- 6 **Change of Address Not to Invalidate.** If the Customer notifies JJR of a change of address of the Customer's Premises, this agreement will remain in effect at the new address and JJR will transport the equipment at its expense to the Customer's new address.
- 7 **Warranties.** The Customer agrees, and it is a condition of this Agreement, that it must:
 - a. Not compact waste except where the equipment provided is compaction equipment.
 - b. Instruct all personnel in the safe and proper use of the equipment.
 - c. Not remove the equipment from the site to which it was delivered without JJR's permission.
 - d. Reimburse JJR for the cost of repairs for damage to the equipment while in direct control or possession of the Customer except for fair wear and tear.
 - e. Ensure that JJR has unobstructed access to the Customer's Premises such that JJR is not prevented or hindered in any way from providing the Service.
- 8 **Ground Surfaces.** The Customer warrants the ground surfaces traversed by JJR's vehicles are suitable for the purpose and acknowledges JJR will not be liable for any damage to the ground surface resulting except in a case of gross negligence by JJR.
- 9 **Allowable Weight.** The Customer acknowledges that the weight of the waste deposited in the equipment shall not exceed 80 kilograms per cubic metre or 20 kilograms per 240 litre container. Weight in excess of the Allowable Weight may be invoiced by JJR as an extra charge in accordance with the excess weight charges identified overleaf (Excess Weight Charge).
- 10 **Allowable Waste Only.** The Customer:
 - a. Will only dispose of material permitted under the terms of this agreement in the equipment.
 - b. Will ensure no liquid waste, flammable, combustible, regulated, prescribed, hazardous or dangerous goods are placed in the equipment provided, unless specifically permitted in a written agreement with JJR.
 - c. Must inform JJR of any possible contaminants.
 - d. Agrees that where provided for in this agreement, Combustible Liquid will be collected from the Customer, for the price overleaf, the Combustible Liquid shall contain less than 10% water or coolant.
- 11 **Price Variations.** JJR will provide the Services at the prices detailed overleaf. JJR may vary the prices detailed overleaf as stated during the term of the agreement to pass on bona fide and reasonable increases to its costs of providing the Services to the Customer including administrative and operational costs, fuel costs, disposal fees, costs associated with changes to disposal facility locations, government charges and levies by giving the Customer 30 days' notice of such price variation. The Customer may dispute any price variation and request a review of the variation within 30 days of notice of the price variation. If the Customer and JJR cannot reach an agreement on the price variation within 30 days of notice of the dispute by the Customer:
 - a. JJR may increase its price by no more than 5% per annum; or
 - b. JJR may increase its price by more than 5% per annum, in which case the Customer may elect to terminate the Agreement on 60 days' notice.
- 12 **Credit Terms 14 days.** The Customer agrees to pay for the Services within 14 days from the date of invoice. If the Customer fails to pay any invoice within 14 days of receipt of the invoice (through no fault of JJR) or breaches any other term of this agreement JJR may at its election, either:
 - a. immediately suspend the Services until the payment of overdue invoices is received and or the Customer's breaches have been remedied. Once suspended, in the event that the Customer fails to pay its overdue invoices or remedy its breaches, JJR shall be entitled to terminate the agreement after having suspended the services for 4 weeks; or
 - b. if, after receiving 7 days' notice from JJR of its intention to terminate the agreement the Customer fails to remedy the breach, accept the Customer's repudiation and terminate the agreement.Any such suspension of Services by JJR, shall not entitle the Customer to terminate the agreement or make any claim against JJR.
- 13 **Other charges:**
 - a. If JJR suspends Services, the Customer may be charged a suspension administration fee of \$48.15 (Suspension Charge).
 - b. The Customer may elect to receive invoices and other notices by post or email. If a Customer elects to receive invoices and other notices by post, JJR shall charge the Customer a postal administration fee (Postal Charge) of \$3.54 per invoice.
 - c. Where the Service relates to a waste that is required to be tracked by any environmental authority, JJR will be entitled to charge the Customer the Environmental Management Charge (EMC) identified overleaf for each waste type.
 - d. Where the Services overleaf are identified as "on call" and where a charge is specified, the Customer may be charged a fee for booking the Service ('On Call' Charge) each time the Customer requests an "on call" Service.
 - e. Where the customer's method of payment fails, the customer may be charged a \$10.70 dishonoured payment fee.
 - f. Upon termination or expiry of this agreement, the Customer will pay JJR the usual service fee applicable to each piece of Equipment, should the Equipment contain any Allowable Waste when JJR remove the Equipment from the Customer's Premises.
 - g. All of the charges referred to in clause 13 will be adjusted annually to allow for changes in the CPI (as produced by the ABS) and will be published on JJR's website.
- 14 **Indemnity.** To the maximum extent permitted by law, the Customer shall be responsible for and indemnify JJR from and in respect of all liabilities, claims, damages, actions, costs and expenses (including enforcement and or legal) that may be incurred by JJR on a full indemnity basis as a result of any breach by the Customer of the Agreement.

I acknowledge that I am authorised to sign and that I have read and understand the terms and conditions of this agreement

Signature:



Authority: TED ZHENG

Position: DIRECTOR

Signed Date: Thu, 17 August 2023