

Forrest Road Landfill Terms and Conditions of Entry

By entering the Facility, You and Your Organisation agree to enter into a contract with Tamworth Regional Council on the following terms and conditions. If You do not accept the terms and conditions, You must not enter the Facility, or, if You cannot turn around then You may enter the Facility but must exit immediately.

1. **General**
 - 1.1 You enter and use the Facility at Your own risk and solely for the purpose for disposing material in accordance with these terms and conditions.
 - 1.2 Council reserves the right to refuse entry to the Facility to any vehicle or person for any reason.
 - 1.3 Unless You have the prior written consent of Council, You may only enter the Facility during the opening hours for the Facility that are advertised on Council's website.
 - 1.4 When You are inside the Facility, You must:
 - 1.4.1 comply with all signs and written directions within the Facility including speed limits and directions for unloading materials;
 - 1.4.2 follow all instructions from Facility Staff (unless it is unsafe to do so);
 - 1.4.3 immediately notify Facility Staff if material spills from Your vehicle or You notice any other hazard within the Facility to people or the environment;
 - 1.4.4 treat with courtesy, and not threaten or abuse, Facility Staff or other users of the Facility;
 - 1.4.5 comply with all applicable laws;
 - 1.4.6 not cause damage to any person or property; and
 - 1.4.7 not do anything that would cause Council to be in breach of its EPA Licence.
2. **Safety**
 - 2.1 When You are inside the Facility, You must:
 - 2.1.1 wear appropriate footwear and other personal protective equipment appropriate to protect Yourself from the materials You are handling;
 - 2.1.2 ensure children and pets safely remain inside vehicles (but do not leave children or pets unattended in vehicles);
 - 2.1.3 take care when unloading materials and ensure that:
 - (a) Your vehicle is on level ground before tipping loads;
 - (b) Stay away from demarcated loading areas.
- 2.2 Smoking is not permitted within the Facility or near the entrance to the Facility.
3. **Material types**
 - 3.1 You may only dispose of material that is EPA Licence Material at the Facility.
 - 3.2 You must not dispose of:
 - 3.2.1 Council Permit Material at the Facility, unless Council has issued a Waste Disposal Permit to You in respect of that material; or
 - 3.2.2 Non-LGA Material at the Facility, unless You have obtained the prior written approval of Council.
 - 3.3 In entering the Facility You acknowledge and agree that You have read Council's website to confirm that the material You intend to dispose of at the Facility is permitted to be disposed of at the Facility or, if an approval is required from Council You have obtained that approval.
[Note: See Council's website for a list of 'EPA Licence Material' and 'Council Permit Material'. 'Non-LGA Material' is material generated outside Council's local government area.]
4. **Entry to the Facility**
 - 4.1 You must enter the Facility via the Weighbridge.
 - 4.2 At the Weighbridge, prior to driving through the entrance to the Facility, You must truthfully and accurately declare to Facility Staff all materials You intend to dispose of at the Facility.

- 4.3 Facility Staff may refuse entry to any vehicle carrying material that:
- 4.3.1 You say is not EPA Licence Material;
- 4.3.2 You say is EPA Licence Material, if, in the opinion of Facility Staff, it is not EPA Licence Material or the EPA Licence Material is contaminated by material that is not EPA Licence Material; or
- 4.3.3 You say is General Material, if, in the opinion of Facility Staff, it is Council Permit Material or the General Material is contaminated by material that is Council Permit Material (unless and until a Waste Disposal Permit is obtained in respect of that material and provided to Facility Staff).
- 4.4 If Your vehicle is left unattended for an extended period Facility Staff may have it removed. In the event of removal, You will be solely liable for all removal, storage and disposal costs which arise and for the state and condition of the vehicle and any damage occurring.
- 5. Fees and charges**
- 5.1 Subject to clause 6, You are liable to pay all fees and charges as calculated by Facility Staff at the Weighbridge in accordance with Council's published fees and charges available on Council's website. The Goods and Services Tax (GST), and the Waste Levy (if applicable) are included in these fees and charges.
- 5.2 Unless You are an Account Holder, payment must be made [upon entry to / exiting the Facility].
- 5.3 If You are disposing Non-LGA Material at the Facility, Facility Staff may apply a surcharge to that material, unless a fee for Non-LGA Material that is applicable to Your material is listed in Council's published fees and charges. The surcharge will be at least 25% of the fees and charges that would apply to that material if it were not Non-LGA Material. ***This fee will increase annually.***
- 5.4 If during or after the disposal of Your material at the Facility, Facility Staff form the view that the material You disposed of is a different type of material to that which You declared and/or were charged for at the Weighbridge:
- 5.4.1 Council may charge additional fees and charges:
- (a) corresponding to the balance between the disposal fees that you paid and the fees that would have been payable if the correct type of material had been identified at the Weighbridge; and
- (b) for the costs (including administration costs) associated with relocating material deposited in the wrong location at the Facility (as identified in Council's published fees and charges available on its website); and
- 5.4.2 You must pay the additional fees and charges calculated by Council under this clause. These charges will be added to your account.
- 6. Fee waiver**
- 6.1 If You are a non-profit local community organisation, You may apply to Council via Council's website to have waste disposal fees and charges waived.
- 6.2 If Council approves Your application:
- 6.2.1 You will only be entitled to have any applicable fees and charges waived if You advise Facility Staff at the Weighbridge that You have an approved fee waiver;
- 6.2.2 the only fees and charges that will be waived are those for the material types and volumes covered by the approved fee waiver;
- 6.2.3 if You wish to deposit material types or volumes that exceed those set out in Your approved fee waiver You will be required to pay standard fees and charges for those materials; and
- 6.2.4 You will only be entitled to a waiver of fees and charges if you comply with the conditions of the approved fee waiver. For example, You will not be entitled to a waiver of fees or charges if You use a different vehicle to that identified in Your approved fee waiver.
- 7. Use of the Weighbridge**
- 7.1 If a tare weight is recorded for a vehicle, the weight of the material to be disposed of will be calculated at the Weighbridge by subtracting the tare weight from the weight of the vehicle at the Weighbridge.
- 7.2 If no tare weight is recorded, the weight of the material to be disposed of will be calculated at the Weighbridge by subtracting the weight of the vehicle on the way out of the Facility after the material has been disposed of from the weight of the vehicle at entry to the Facility.
- 7.3 Weight is rounded to the nearest **20** kilogram (and fees and charges calculated on this basis).
- 7.4 If You are a repeat user of the Facility, You may request that Facility Staff record a tare weight for Your vehicle. If Facility Staff agrees:

- 7.4.1 Facility Staff will record a tare weight for the vehicle in the Weighbridge software system;
- 7.4.2 You must advise Council if You are using an alternative vehicle to the one with a recorded tare weight or where changes have been made to Your vehicle that would alter the recorded tare weight;
- 7.4.3 Council may require any vehicles with a tare weight recorded to be re-weighed from time to time; and
- 7.4.4 if You delivered material and paid fees and charges calculated on an incorrect tare weight, Council may require that You pay the additional fees and charges that would have been payable if the correct tare weight had been used, in which case You must pay the additional fees and charges within 2 Business Days of being notified of them by Council.

8. Warranty as to declared information

- 8.1 You warrant that any and all information provided by You to Council and Facility Staff in relation to the Facility or material to be disposed of at the Facility is true and correct. This includes information provided at the Weighbridge, on an application for a Waste Disposal Permit or on an application to dispose of Non-LGA Material.
- 8.2 You acknowledge that if You provide any false or misleading information to Council or Facility Staff, whether deliberate or otherwise, including as to the type of material that You dispose of at the Facility, in Council's discretion:
 - 8.2.1 You or Your Organisation may be liable for the additional charges outlined at clause 5.4 above;
 - 8.2.2 if You or Your Organisation are an Account Holder, the credit account may be cancelled;
 - 8.2.3 Facility Staff may report the matter to the EPA and/or the NSW Police for investigation; and/or
 - 8.2.4 the consequences in clause 10 may apply.

9. Privacy

- 9.1 For safety, security and monitoring purposes, Council operates video surveillance throughout the Facility including through the use of closed circuit television cameras (CCTV cameras). Facility Staff may also be wearing body cameras for their own safety and security, and to monitor Your use of the Facility.

- 9.2 When You enter and use the Facility, You consent to being filmed and recorded for these purposes, and agree that Council may collect Your personal information through the use of video surveillance and through other means (for example, if You complete a form, make an enquiry or otherwise provide us with Your personal information in connection with Your use of the Facility).

- 9.3 The type of personal information we collect from You will generally include [Your name, Your contact details such as phone number and email and Your image, vehicle type (make and model, etc) and number-plate details]. Your number-plate details may be used to identify You.

- 9.4 Council collects and handles Your personal information when you use the Facility to provide services to You, to operate the Facility in accordance with all applicable laws, to monitor Your use of the Facility and for safety and security purposes. In some cases Council may disclose Your personal information to third parties such as [NSW Police] in the context of an investigation in relation to actual or suspected improper use of the Facility or a breach of these terms and conditions or of applicable laws.

- 9.5 Personal information collected by Council is handled (i.e. held, used and disclosed) in accordance with Council's Privacy Management Plan, available on Council's website: [Welcome to Tamworth Regional Council | Tamworth Regional Council \(nsw.gov.au\)](http://www.tamworthregional.nsw.gov.au) and in accordance with Council's obligations under the *Privacy and Personal Information Protection Act 1998* (NSW).

- 9.6 For more information of if you have any questions or concerns in relation to the way in which we handle Your personal information please contact trc@tamworth.nsw.gov.au.

10. Consequences of breach of conditions

Without limiting any other rights that Council may have, if You breach any of these terms and conditions, You and Your Organisation may in Council's discretion:

- 10.1.1 be required by Facility Staff to immediately leave the Facility;
- 10.1.2 be refused entry to and use of the Facility in the future; and/or
- 10.1.3 be reported to an appropriate law enforcement body,

and if You or Your Organisation are an Account Holder, your credit account may be cancelled.

11. Indemnity and release

11.1 You and Your Organisation indemnify Council from and against any and all liability, cost, expense, loss or claim suffered or incurred by Council or Facility Staff in connection with or arising from Your entry into and use of the Facility, except to the extent that such liability, cost, expense, loss or claim arises as a result of a negligent or wilful act of Council or Facility Staff.

11.2 To the maximum extent permitted by law, You and Your Organisation release Council from any and all claims that You or Your Organisation may have against Council or Facility Staff and any loss or damage (including personal injury or property damage) that You or Your Organisation may suffer arising in connection with or arising from Your entry into and use of the Facility.

12. Interpretation

12.1 Headings do not effect interpretation; a reference to a statute or other rule includes any regulations or other instruments (delegated legislation) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacement; a reference to time is a reference to the time in Sydney, New South Wales, Australia; a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, if the case of a trustee, includes any substituted or additional trustee; a person includes a firm, partnership, joint venture, association, corporation or other body corporate; where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation'; and a reference to a document (including these terms and conditions) is to that document as varied, novated, ratified or replaced from time to time.

12.2 If any of these terms and conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.

12.3 These terms and conditions are governed by and must be interpreted in accordance with the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

13. Definitions

In these terms and conditions:

13.1 **Account Holder** means a person who has been approved by Council as a credit account holder for the Forest Road Landfill.

13.2 **Facility** means the Forrest Road Landfill.

13.3 **Facility Staff** means each of Council's employees and contractors who work at or for the Facility.

13.4 **Council** means Tamworth Regional Council.

13.5 **Council Permit Material** means material that requires a Waste Disposal Permit, as listed on Council's website from time to time.

13.6 **EPA Licence** means Environment Protection Licence number 5921 issued by the NSW Environment Protection Authority, or any licence issued to Council to replace that licence from time to time.

13.7 **EPA Licence Material** means the material that Council is permitted to accept at the Facility under its EPA Licence, as listed on Council's website from time to time.

13.8 **General Material** means EPA Licence Material that is not Council Permit Material.

13.9 **Non-LGA Material** means material generated outside Council's local government area.

13.10 **Waste Levy** means the dollar amount levied under section 88 of the *Protection of the Environment Operations Act 1997* (NSW).

13.11 **Weighbridge** means the weighbridge located at the entrance to the Facility.

13.12 **You or Your** means any person who enters the Facility to delivery material or otherwise access or use the Facility (other than Facility Staff).

13.13 **Your Organisation** means any company or organisation You work for or represent in accessing or using the Facility.

Forrest Road Landfill Summary of Terms and Conditions of Entry

By entering this Facility, You and Your Organisation agree to be bound by terms and conditions, a copy of which is available on Council's website or can be provided by Facility Staff on request. If You do not accept the terms and conditions, You must not enter the Facility, or, if You cannot turn around then You may enter the Facility but must exit immediately.

In summary:

1. You enter and use the Facility at Your own risk, solely for the purpose for disposing material in accordance with these terms and conditions.
2. Council reserves the right to refuse entry to the Facility to any vehicle or person for any reason.
3. In entering the Facility You agree to:
 - comply with all signs, speed limits and written directions within the Facility;
 - follow all instructions from Facility Staff (unless it is unsafe to do so);
 - immediately notify Facility Staff if material spills from Your vehicle or You notice any other hazard within the Facility to people or the environment;
 - treat with courtesy, and not threaten or abuse, Facility Staff and other users of the Facility;
 - not cause damage to any person or property;
 - wear appropriate footwear and other appropriate personal protective equipment;
 - ensure children and pets safely remain inside vehicles (but do not leave children or pets unattended in vehicles); and
 - not smoke within or near the Facility.
4. Before entering the Facility You must have read Council's website to confirm that the material You intend to dispose of at the Facility is permitted to be disposed of at the Facility or, if an approval is required from Council You have obtained that approval. Facility Staff may refuse entry to any vehicle carrying material that, in the opinion of Facility Staff, is not permitted to be disposed of at the Facility or where the proper written approval for that material has not been disclosed to Facility Staff.
5. You must enter the Facility via the Weighbridge, and truthfully and accurately declare to Facility Staff all materials You intend to dispose of at the Facility.
6. The fees and charges for the disposal of material at the Facility are calculated in line with Council's published fees and charges available on Council's website. Additional fees and charges may apply for material generated outside Council's LGA, or where You have misdescribed material and Council needs to relocate it.
7. VIDEO SURVEILLANCE IS USED THROUGHOUT THIS FACILITY including through the use of CCTV at fixed locations. Some Facility Staff wear body cameras. This is for safety and security purposes and to monitor Your use of the Facility. By entering this facility You consent to being filmed and recorded for these purposes.
8. By entering the Facility, You agree to Council collecting Your personal information including through the use of video surveillance. Council handles Your personal information in accordance with its obligations under the *Privacy and Personal Information Protection Act 1998 (NSW)* as outlined in our Privacy Management Plan

(located on our website). If you have any questions or concerns in relation to the way in which we handle Your personal information, please see the Terms and Conditions of entry or contact trc@tamworth.nsw.gov.au.

9. You and Your Organisation:

- indemnify Council from and against any and all liability, cost, expense, loss or claim suffered or incurred by Council or Facility Staff; and
- release Council from any and all claims that You or Your Organisation may have against Council or Facility Staff and any loss or damage (including personal injury or property damage) that You or Your Organisation may suffer,

arising in connection with or arising from Your entry into and use of the Facility.

10. If You do not comply with any of the terms and conditions, You and Your Organisation may be required to leave the Facility immediately and may be refused entry to and use of the Facility in the future, and financial and other penalties may apply.

11. In these terms and conditions, references to 'Council' mean Tamworth Regional Council, 'You' means any person who enters the Facility to delivery material or otherwise access or use the Facility (other than Facility Staff), 'Your Organisation' means any company or organisation You work for or represent in accessing or using the Facility, and 'Facility Staff' means each of Council's employees and contractors who work at or for the Facility.