



A.B.N. 33 000 863 730

Service Agreement No.

A GrainCorp business
79 Dohertys Road, North Laverton
Victoria 3026 Australia
Telephone 1800 629 476
Facsimile (02) 9978 1146

*Office Use Only
*Branch/Depot
*Payment Terms:
*Epicor Group Code:
*Wacol Group Code:

NEW account [] CHANGE existing account [] DELETE existing account []

Account Number [] Customer A.B.N. []
Company / Proprietor [] T/AS
Trading Name [] (If different from above)
Billing Address []
Billing City [] State [] Postcode []
A/Cs Phone [] A/Cs Fax []
A/Cs Contact Name []
A/Cs Email Address []

Point of Origin / Site Name []
Service Address [] # [] (Street number last)
Service City []
Service Phone / Contact []

Used Cooking Oil Service Systems:

Table with 9 columns: System, Container Holding (Soft/Hard), Container Capacity, Service Frequency, Up Front Equipment Fee, Service Fee, Rebate Per Litre, Not Switched On Fee, Delivery & Installation Fee. Includes rows for 'plus GST'.

Delivery / / Removal / / One Off Collection []

Additional Information: (E.g. Site Access)

By signing this agreement, the signatory declares that the following requirements are met (*Self Declaration):

1. The delivery consists entirely of used cooking oil2 (UCO) and is not mixed with fresh oil. Please mark either a) or b):

- a) The cooking oil is entirely of vegetable origin3 []
b) The cooking oil is entirely or partly of animal origin3 (e.g. lard, butter, tallow) []

2. Documentation of quantities delivered is available.

3. Applicable national legislation regarding waste prevention and management (e.g. transport, supervision etc.) are complied with.

*Please refer to the Auscol website www.auscol.com for the full ISCC-EU- Self Declaration-UCO-V1form.

4. Declaration not applicable []

THIS IS A LEGALLY BINDING CONTRACT FROM THE DATE SHOWN BELOW FOR A PERIOD OF 3 YEARS AND MAY BE AUTOMATICALLY EXTENDED FOR THE SAME PERIOD (see Condition 2.1 overleaf). THIS AGREEMENT IS ACCEPTED ON AND SUBJECT TO THE TERMS AND CONDITIONS ENDORSED ON BACK HERE OF TERMS NET 14 DAYS. THIS AGREEMENT IS EXECUTED AS A PRODUCT DECLARATION CONFIRMING THE CUSTOMER, TO THE BEST OF THEIR KNOWLEDGE, WILL PROVIDE USED COOKING OILS MEETING THE PRODUCT REQUIREMENTS AS SET OUT IN CONDITION 8 OF THE TERMS AND CONDITIONS.

Signed on Behalf of Customer: _____ (Signature)

Name of Signatory: _____ Position: _____ Date: / /

Signed on Behalf of Auscol : _____ (Signature)

Name of Signatory: _____ Position: _____ Date: / /

TERMS & CONDITIONS

DEFINITIONS

In these Terms and Conditions, the following expression will, where the context permits have the following meaning:

- "Charge"** means the total amounts specified overleaf as being the charges by Auscol Pty Ltd for the rendering of the Service and for the Use of Auscol Equipment together with any disbursements incurred by Auscol in the performance of the Service.
- "Customer"** means the customer named in the overleaf service agreement.
- "Equipment"** means any equipment including, amongst other items, containers provided by Auscol and used to facilitate the rendering of the Service, any substitute and replacement equipment provided by Auscol and also equipment provided by the customer that is intended for use in performance of the Service.
- "Use"** means the Use of Auscol Equipment to the Customer.
- "Service"** includes the service described overleaf, together with all such additional services which in Auscol's sole discretion is necessary to collect, transport, recycle, treat or dispose of the Spent Cooking Oil and such other services as Auscol and the Customer may from time to time agree will be performed by Auscol.
- "Auscol"** means Auscol Pty Ltd a Subsidiary of GrainCorp, a company duly incorporated in NSW and the expression includes its Agents, Employees and Sub-contractors.
- "Auscol Equipment"** means any equipment supplied by Auscol to the Customer as described overleaf including industrial containers used to store Spent Cooking Oil.
- "Spent Cooking Oil"** means Used Cooking Oil or used cooking oil2 from general Commercial Cooking Oil users.
- "Contaminated"** means in the case where the Spent Cooking Oil Material is not Used Cooking Oil, and any material including, but not limited to the following in quantity of:
- zero percent (0%) by weight or volume: motor oil, paint/solvents, gloves, towels, foil wrappers, food scraps, cleaning rags, food packaging and other hazardous substances.

**More than Five percent (5%) by weight or volume: Water
More than Ten percent (10%) Free Fatty Acids:FFA**

1 SERVICE CONDITIONS

- 1.1 Unless otherwise agreed by Auscol in writing, these Terms and Conditions cannot be varied or substituted by any other Terms and Conditions.
- 1.2 Auscol agrees to render the Service for the Customer and the Customer agrees to accept the Service from the date set out overleaf and upon the conditions set out in this agreement.
- 1.3 Auscol will provide Services in accordance with these Terms and Conditions at the addresses specified by the Customer overleaf.
- 1.4 The Service will be rendered by Auscol during working hours as Auscol may from time to time determine. If the Customer requests the Service to be rendered outside such hours, Auscol may comply with such request and the Customer shall pay to Auscol such additional cost thereafter as determined by Auscol.
- 1.5 The Customer will provide Auscol with full and free access to the Equipment at all times to enable the Service to be rendered. In the event that access is not available for any reason outside Auscol control and the Service is unable to be rendered, the Customer shall pay to Auscol such additional cost thereafter as Auscol determines.
- 1.6 Auscol shall be entitled to reject any Spent Cooking Oil Materials which are Contaminated or Not Fit for Recycling or where the Spent Cooking Oil Materials include Prohibited Materials.

2. TERM, PRICE and PRICE VARIATION

- 2.1 This agreement is for the period stated overleaf from the commencement of the agreement and unless either party advises the other party in writing not more than sixty (60) days but not less than thirty (30) days prior to the end of the period, that it wants to terminate the agreement, the agreement shall be renewed for a successive period of the same duration as the initial period upon at Auscol's absolute discretion either the same terms and conditions including this right of automatic renewal or Auscol's then current terms and conditions.
- 2.2 The Customer agrees to pay the Charge payable for both the Use of the Auscol Equipment and the provision of the Service calculated at the rates and amounts at the times and in the manner specified overleaf, or as varied from time to time in accordance with this agreement.
- 2.3 Auscol may at any time vary any of the rates and amounts used to calculate the Charge unless otherwise written on the front of this agreement.
- 2.4 The Customer's obligation to pay the rental Use of the Auscol Equipment is not affected in any way by the inability of Auscol from time to time to provide the Service.

3. PAYMENT CONDITIONS & REBATES

- 3.1 Auscol will render invoice/statements to the Customer from time to time stating the amount owing by the Customer to Auscol, the GST amount applicable and the terms for payment of the total amount. The Customer will pay such amount in accordance with the terms stated in the invoice/statement, or if no such time is stipulated, within fourteen (14) days of the rendering of such invoice/statement.
- 3.2 Where applicable Auscol will provide rebates in accordance with this agreement to the Customer via a Recipient Created Tax Invoice System.
- 3.3 Auscol reserve the right to deduct from rebates owing to the customer any equipment costs in accordance with the agreement.

4. DEFAULT & TERMINATION

- 4.1 If the Customer breaches any term of the Conditions or terminates the Agreement then all money which would become payable by the Customer to Auscol at a later date, on any account, becomes immediately payable without the requirement of any notice and Auscol may in addition to any remedy available to it:
- charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 plus four per cent (4%) for the period from the due date until the date of payment in full.
 - terminate the Agreement on delivery of written notice to the Customer, collect the Equipment and recover any monies owing to it by the Customer.
 - charge the Customer for all expenses and costs incurred by it resulting from the breach and legal costs on a solicitor/own client basis.
 - require the Customer to pay Auscol for any loss incurred by Auscol resulting from the breach.
 - require the Customer to pay Auscol costs of collecting the Equipment.
 - cease or suspend for such a period as Auscol thinks fit, provision of any further services to the Customer without liability to the Customer or any third party for any loss or damage whether of a direct or consequential nature.
- Clause (a) and (f) may also be relied upon at the option of Auscol where
- the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or any class of his or her creditors generally or composition with or for the benefit of his or her creditors or
 - the Customer is a corporation and it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional administrator, administrator, receiver or liquidation (including provisional liquidation), winding up or dissolution without winding up the Customer.

5. USE OF AUSCOL EQUIPMENT CONDITIONS

- 5.1 The Equipment remains the property of Auscol at all times.
- 5.2 Auscol shall let and the Customer shall Use the Auscol Equipment from the date specified overleaf and during the period under which Services are being provided under this agreement. Upon completion of the Use period the Equipment shall in all respects be returned to Auscol in proper working order and in good and substantial repair, fair wear and tear only accepted.
- 5.3 Auscol may at any time replace all or any of the Auscol Equipment with similar items of the same type as Auscol may deem necessary or desirable free of claim by the Customer with respect to any delay or disturbance consequent upon such replacement.

- 5.4 Auscol shall have the right at any time to carry out inspections of the Auscol Equipment and shall be entitled should Auscol be of the opinion that there is evidence of neglect or abuse of the Auscol Equipment to terminate without notice this agreement free of claim by the Customer and/or cause to be carried out at the cost of the Customer any repairs or maintenance Auscol considers necessary, without prejudice to its other remedies. For the purpose of facilitating the exercise by Auscol of its rights under this clause 6.4 the Customer authorises Auscol to enter any land or premises upon which Auscol Equipment is situated and agrees to indemnify Auscol in respect of any claims, damages or expenses arising out of any action taken pursuant to this Clause 6.4.
- 5.5 The Customer shall during the continuance of this agreement pay to Auscol by way of Charge for the Use of the Auscol Equipment at the agreed charge specified overleaf.
- 5.6 From the time of delivery of the Equipment to the Customer until the Equipment is collected by Auscol, the Customer must, at its own expense:
- maintain the Equipment in a clean and sanitary condition and comply with the provisions of any laws governing the storing of refuse.
 - use, store and operate the Equipment in accordance with any instructions given by Auscol and the provisions of applicable laws, codes of practice and standards.
 - supply any electricity needed to operate the Equipment and provide suitable storage for the equipment.
- 5.7 The Customer is responsible for any damage, loss or destruction of the Equipment while on its premises or in its possession. The Customer will report any damage to or malfunction of Equipment for whatever reason to Auscol immediately.
- 5.8 The Customer will not make any alterations or additions to the Equipment or attach any trademarks or sign writing or in any way alter the appearance of the Equipment or remove from the Equipment any attachments or fittings or trademark, insignia or other identification of Auscol without the prior written consent of Auscol.
- 5.9 If the Equipment needs to be replaced repaired or serviced as a result of the Customer's breach of Clauses 5.5, 5.6 and/or 5.7, then in addition to any other right of Auscol, the Customer will pay Auscol either the cost of replacing the Equipment, servicing the Equipment or restoring/repairing the Equipment to its original condition, whichever ever is the lesser.
- 5.10 All Auscol Equipment shall remain in the possession of and under the control of the Customer and the use or possession of such Equipment shall not be sublet or passed on to any other person, business, corporation or entity without the prior written consent of Auscol. The Customer shall protect the Equipment against distress, execution or seizure and indemnify Auscol against all losses, costs, charges and damages or expenses incurred by Auscol by reason or in respect thereof.
- 5.11 The Customer agrees not to use the Equipment for any purpose other than the depositing and storage of Spent Cooking Oil as set out overleaf for the collection and disposal by Auscol.

6. CONDITONS OF SPENT COOKING OIL

- 6.1 The Customer warrants that the composition of the Spent Cooking Oil will comply with the requirements stipulated by Auscol to the Customer from time to time or if no such requirements are stipulated by Auscol will otherwise comply with this clause:
- 6.1.(a) The Spent Cooking Oil will not contain any material that is classified as dangerous good by the Australian Code for the Transport of Dangerous Goods by Road and Rail other than as may be stipulated by Auscol to the contrary.
- 6.1.(b) The Customer will comply with the requirements of all applicable statutes, regulations by-laws and ordinances relating to the storage, disposal and treatment of Spent Cooking Oil.
- 6.2 In the event that there is a breach of the foregoing warranties, Auscol may, in addition to any remedy it may have at law, in its absolute discretion determine to:
- refuse to accept the Spent Cooking Oil;
 - return the Spent Cooking Oil to the Customer who shall forthwith accept it;
 - transport the Spent Cooking Oil to any site which will accept the Spent Cooking Oil;
 - subject the Spent Cooking Oil to any treatment.
- 6.3 Any additional costs incurred by Auscol pursuant to Clause 7.2 or otherwise shall be to the Customer's sole cost and expense and Auscol shall be entitled to charge such fee as it deems in its sole discretion acceptable.
- 6.4 The Customer will not place in the Equipment without Auscol prior approval, any material which is corrosive, reactive, toxic, viscous or any material which is in the process of combustion or likely to combust including but not limited to medical waste, hydro-carbons and hazardous waste.
- 6.5 Legal title to Spent Cooking Oil passes to Auscol once contained in the Equipment.
- 6.6 Where equipment needs to be turned on to heat up the Spent Cooking Oil, Auscol will give the Customer notice to do so via a phone call, or email or a facsimile the day before collection and the Customer must turn on the Equipment for the Service to be rendered on the scheduled Service day.
- 6.7 In the event the Customer hasn't turned on the equipment as per clause 6.6 of this agreement resulting in the inability of the Service to be rendered, Auscol shall be entitled to invoice costs to the Customer as per the "Not Switched on Fee" in this agreement.

7. MISCELLANEOUS

- 7.1 Auscol's performance of the terms and conditions of this agreement is subject to, and contingent upon, events, happenings or contingencies which interfere with the performance of such terms and conditions and which in the absence of fault or negligence on the part of Auscol as the cause may be, are beyond the reasonable control of Auscol as aforesaid, including but not restricted or limited to accidents, acts of God, force majeure, earthquakes, floods, storms, tempests, washaways, fires, acts of war, acts of public enemies, riots, civil commotions, strikes, lockouts, bans, "go-slow" activity, stoppages, restraints of labour or other similar acts (whether legislative, executive or administrative), shortages of labour or materials, reasonable inability to obtain contractors, delays of contractors, inability or delay in obtaining any Government or local authority or any other approval, permit or licence, and delays arising from any other cause whether of a kind specifically enumerated above or otherwise, which are not reasonably with the control of Auscol as aforesaid, and upon the occurrence of any one or more of such events. Auscol shall not be liable to the Customer in any manner whatsoever as a result of delay or failure to perform and observe any of the terms and conditions of this agreement.
- 7.2 If Auscol is unable to collect, transport or dispose of the Spent Cooking Oil in the ordinary course of business at the usual disposal site intended by Auscol for the disposal of Spent Cooking Oil for any reason whatsoever including those specifically enumerated in Clause 7.1 above, Auscol may at the customer's sole cost and expense and at Auscol's option;
- not collect the Spent Cooking Oil;
 - collect, transport or store the Spent Cooking Oil in any such manner Auscol decides;
 - dispose of the Spent Cooking Oil in any way;
 - return the Spent Cooking Oil to the Customer;
 - reclaim any disposed Spent Cooking Oil;
 - adopt any combination of any two or more of the above.
- 7.3 The Customer will indemnify Auscol and hold Auscol harmless from and against any claims, demands, prosecutions, costs, expenses, losses, penalties or damages of whatsoever kind of whatsoever caused which Auscol may suffer or incur or which may be threatened against Auscol arising out of or incidental to this agreement or the possession, operation or use of the Equipment by the Customer or the provision or attempted provision of the Service by Auscol except where Auscol fails to perform the Service in a proper and workmanlike manner. In such circumstances Auscol will at its own choice carry out the Service again or pay the reasonable cost of having the Service carried out in a proper and workmanlike manner. The indemnity shall include all costs, expenses and penalties incurred by or imposed upon Auscol in respect to investigating, determining, mitigating, recovering or defending any such claim, demand, prosecution, cost, expense, loss, penalty or damage.
- 7.4 Without prejudice to Clause 7.3 above the Customer agrees to use and keep the Equipment at the risk of the Customer and hereby releases to the full extent permitted by law, Auscol, its employees, servants and agents from all claims and demands of every kind and from all liability which may arise in respect of any accident or damage to property, or death or injury to any person of whatsoever nature or kind arising out of the use or misuse, operation, repair, maintenance or storage of the Equipment or arising out of the provision or purported provision by Auscol to the Customer of the Service.
- 7.5 Termination of this agreement shall not affect the right of Auscol to recover from the Customer any monies due to Auscol under this agreement or damages for breach of this agreement.

8. PRODUCT REQUIREMENTS

- 8.1 Self-declaration on used cooking oils and fats (UCO) for biofuel production according to the Directive 2009/28/EC1 under ISCC EU. <http://www.iscc-system.org/en/>
- 8.2 The "National Standard for the Collection and Recycling of Used Cooking Oils and Fats" requires that Spent Cooking Oil collected for recycling:
- Has been stored in containers previously used for food grade cooking,
 - Has been stored in a lidded container(s) free of holes,
 - Has been treated and handled as a food product and;
 - Is free from oil of unknown origin, mineral oil, transformer oil, or heating oil, automotive fuels or lubricants, added water, washing detergents, any contact with toxic chemicals such as insecticides, pesticides or other chemicals on the premises or; saveall fats that have been collected from grease traps or from other tanks that have effluent lines from other forms of sludge.