

Waste Management Agreement

Resource Co Agreement

This agreement between Resource Co Limited and the customer outlines the terms for disposing of Construction & Demolition Waste at our facility. It includes the Waste Disposal Service Contract, Application for Disposal of Waste, Declaration Form, and any additional terms provided in a confirmation letter.

Resource Co Limited may modify any part of this agreement by notifying the customer.

Facility Access

- Operating hours are subject to change; closures may occur on public holidays or for maintenance.
- Resource Co reserves the right to alter hours or close the facility without prior notice.

Payment Terms

- Customers agree to pay disposal rates as invoiced, due by the 20th of the month following the invoice date.
- Rates and payment terms may be adjusted at Resource Co's discretion.
- Payments must be made in advance unless a credit account is established.
- Disputed invoice items must be communicated before the month's end, with payment deferred only for disputed amounts.
- Non-compliance with payment terms may result in suspended discounts, service restrictions, or legal action to recover owed amounts, including interest and legal costs.

Customer Responsibilities

Customers must:

- Adhere to this agreement and facility rules.
- Ensure employees wear protective gear and receive necessary training.
- Follow facility owner/manager instructions and promptly report incidents.
- Avoid damaging facility property, with liability for repair costs.
- Comply with health, safety, and environmental laws.
- Dispose of waste as directed without removing any materials from the facility.
- Not dispose of waste causing odors or dust beyond acceptable levels.

Default and Remedies

Failure to meet obligations allows Resource Co to suspend services or take legal action to ensure compliance or recover debts, including covering all related costs.

Waste Management

- Resource Co may inspect waste and reject prohibited or non-compliant materials.
- Customers are responsible for the removal or disposal costs of rejected waste.

Liability and Indemnity

Customers indemnify Resource Co against all claims related to services provided under this agreement. Liability is capped at the monthly invoice value, excluding consequential or indirect losses.

General Terms

- This document represents the full agreement for waste disposal services.
- The agreement is governed by New Zealand law, with invalid clauses not affecting the remainder.
- Resource Co may assign this agreement without customer consent, which is not transferable by the customer without prior approval.

Privacy

Customer information may be collected for credit assessments and shared as necessary under this agreement.

Notices

Notices must be written and deemed delivered upon receipt or three days after posting.

ACCEPTED AND PROHIBITED WASTES

Acceptable Wastes

- Plaster board and Gibraltar board
- Concrete, concrete blocks or bricks
- Site clearance and excavation materials (including soils, clays, rocks, tree stumps)
- Roofing products (corrugated iron, steel, clay tiles, steel coated tiles)
- Fiberglass
- Wallpaper, lining paper or building paper
- Formica, laminex, parquet
- Vehicle tires, rubber (up to maximum of 1% per load)
- Boric treated sawn timber
- Treated and Untreated sawn timber
- Flooring products (carpet and underlay, vinyl/linoleum, cork tiles, clay tiles)
- Wire, wire rope, wire netting
- Textiles
- Softboard, hardboard, particle board, plywood
- Non-recyclable glass
- Roading materials and asphalt
- Non-recyclable steel or aluminum fittings (cable track, spouting)
- Cleanfill material, as defined in these consents
- Plastic materials and items associated with construction and demolition activities (including plastic bags, pipes, guttering, building wrap)

Prohibited Wastes

Mixed municipal; waste water

- Car bodies, plant and machinery, transformers or their parts

- Paints, Varnishes, solvents or other similar products and their containers
- Biohazard, medical or veterinary materials and wastes of any description
- Grease trap or storm water cesspit wastes
- Pesticides herbicides or other agricultural or horticultural chemical or animal remedies and their containers
- Fuel and lubricant products (petrol, diesel, kerosene, oil, grease)
- Coal fines
- Waste products requiring special treatment (sanitary products and nappies)
- Bulk liquids or sludges
- Ash from boilers or incinerators
- Contaminated solid or road sweepings
- Bulk used plastics (including silage wrap or chemical containers)
- Odorous wastes
- Human effluent or sludges
- Any material resulting from waste treatment processes
- Asbestos
- Insulation products containing asbestos products or paper products
- Computers, electrical equipment or appliances, cathode ray tubes (computer monitors, televisions etc.) light bulbs containing vaporising metals
- Green vegetation (Brush, tree prunings and small branches, shrubs, grass) excluding small amounts of green vegetation that may be present as a result of construction/demolition site clearance.
- Putrescible waste, including vegetable wastes, offal or animal carcasses Agricultural effluent or sludge Hazardous substances (including explosive, oxidizing, flammable, corrosive or toxic materials) Bulk food products Sawdust