

## TERMS AND CONDITIONS

Please read the following terms and conditions for the Cirque du Soil Community Compost Collective pick up service (**'Service Agreement'**) and sign below. All prices are in \$AUD and are GST exclusive.

1. **(background)** Cirque du Soil ("CDS") is an urban community compost collective, a division of Commune + Co Pty Ltd.
2. **(commencement)** This agreement is effective from the date that a signed copy is received by CDS ("Commencement Date").
  - 2a. The Subscriber shall maintain care, custody and exclusive control over the collection bins and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while in the possession of the Subscriber.
  - 2b. The Subscriber shall not overload, move from a position as agreed between CDS and the Subscriber or alter the collection bin/s and shall use the collection bin/s exclusively for its intended purpose of collecting compost materials. Any loss of or damage to the collection bin/s by the Subscriber during the service will incur a replacement fee of \$20.00 per collection bin, which can be requested and delivered to the Subscriber's premises.
  - 2c. The Service Agreement must be approved by CDS before the service can be provided. The Subscriber will pay a pick up service fee, as stipulated in the pricing schedule on the CDS website and updated from time to time, ('Pick Up Service Fee') for each collection bin of food waste collected on a weekly basis. Unused collection bins that do not require waste diversion will not incur a fee except for the circumstances under 2f.
  - 2d. The parties to this Service Agreement are CDS as service provider and the subscriber to the CDS subscription service with details set out in the 'Member Contact Details' schedule above ('Subscriber').
  - 2e. (payment structure) The amount of the annual fee will be reviewed every 12 months Commencement Date. The Annual Bucket Fee is payable on the Commencement Date and each Review Date thereafter. Payment of the Pick Up Service Fee is payable monthly on the anniversary of the Commencement Date.
  - 2f. It is the Subscriber's responsibility to ensure there are sufficient funds in their nominated account on the day that the direct debit is due. If there are insufficient funds on any payment date specified in clause 2(e), the Subscriber will be charged an administration fee of \$5.00 for each attempt to process the payment, allowing up to three attempts. CDS will attempt to contact the Subscriber and process the debit the next business day following the declined transaction. If payment is not made after 14 days from when it is due, the subscription will be cancelled and the collection bins will be collected and the collection fee will be incurred by the Subscriber.
3. **(collection times)** The minimum collection requirement is one bin collection per week. CDS will exchange the used collection bins with a clean collection bin on each collection day at the pickup point agreed between CDS and the Subscriber. The Subscriber must specify the number of collection bins required and the preferred collection days before the service commences ('Collection Day'). CDS and the Subscriber may negotiate any changes to this clause 3.
4. **(collection bins)** All collection bins supplied shall remain the property of Cirque du Soil.
  - 4a. On the Collection Day, CDS as a service provider will pick up collection bins from Subscriber in residential and commercial areas at allocated times between 7am and 11am and allocated pick up areas as agreed between CDS and the Subscriber.
  - 4b. CDS retains the right to change the Collection Day with 14 days written notice to the Subscriber.
  - 4c. (public holidays) The CDS subscription service will not run on Australian public holidays, including Australia Day, Easter Friday, Christmas Day and New Year's Day, but will instead offer an alternative pick up date the following business day.
  - 4d. The local collection routes are planned based on minimising vehicle kilometres travelled and CDS reserves the right to allocate Collection Days at its own discretion.
5. **(collection access)** The Subscriber shall provide unobstructed access to the collection bins on the scheduled Collection Day. The Subscriber shall take responsibility for any service modifications caused by or resulting from the Subscriber's failure to provide access. If, upon reasonable attempt by CDS to gain access to collection bins/s it is unable to complete the collection, the CDS subscription service will be forfeited at cost to the Subscriber.
  - 5a. The Subscriber must inform CDS if the bin or bins' location for collection changes. Notwithstanding that the Subscriber has notified CDS of the changed bin location, if a CDS employee or subcontractor determines that the new location is not reasonably accessible, the employee or subcontractor upon providing notice to the Subscriber may decide not to collect the collection bin.
  - 5b. CDS is not responsible for any damage to the Subscriber's property, including pavement, subsurface or curbing, resulting from CDS's provision of services hereunder.
6. **(contamination)** The Subscriber is responsible for ensuring that appropriate food waste is deposited into the collection bin/s as indicated by the collection bin labels.
  - 6a. Plastic, biodegradable, degradable or compostable bin liners are not allowed to be used in conjunction with the buckets as they obstruct the composting process.
  - 6b. Cirque du Soil will provide written notification to Subscribers if contamination of food waste occurs and warnings will be placed on the bins.
  - 6c. For public health and safety, the area surrounding the bin should be kept clean and tidy and should not breach any local council or company bylaws relating to hygiene or health and safety.
7. **(service variations)** CDS may vary this Service Agreement at any time by sending the Subscriber a written or electronic notice of the proposed variations within 14 days of varying the service. In the 14-day time period, the Subscriber may communicate to CDS its objection to the proposed variations. If no objection is received by CDS, the proposed variations will apply. If the Subscriber does not accept the proposed variations, CDS can terminate this agreement by giving 7 days' notice and all amounts owing under the agreement become immediately payable.

8. **(subscription cancellation)** The Subscriber must notify CDS to permanently end the CDS subscription service. The notice must clearly specify the last day for collection and must give CDS at least 14 business days notice to end the service. The Subscriber will be charged up to and including the final week of collection.

8a. Early cancellation within the Service Agreement Period will incur a \$200.00 fee.

8b. CDS will give the Subscriber 14 business days notice in the event of a CDS subscription service termination.

9. **(lost, damaged, stolen or non returned collection bins/s)** CDS retains ownership of the collection bin during and after the Service Agreement. The bin/s must be returned to CDS upon cancellation of the service or a replacement fee of \$20.00 per collection bin/s will be charged.

10. **(subscription suspension)** The Subscriber may request suspension of their service for a period not exceeding 4 weeks a year. To avoid incurring the Pick Up Service Fee, the Subscriber must notify CDS requesting a suspension of collection at least 5 business days prior to the scheduled collection and specify the date for collection to recommence. Notwithstanding cancellation, the Subscriber will continue to pay for the service on the week of cancellation, subject to change after the CDS subscription service.

11. **(release)** CDS is not liable to the Subscriber for any expenses, loss (including consequential), cost, claim or damage (including legal fees of a solicitor) incurred by the Subscriber, which arise directly from the negligence, wilful act, omission, or failure to collect food waste on any given day, or breach of this arrangement by CDS or its employees, or subcontractors.

12. **(privacy)** CDS collects information relating to our services as part of our regular social impact and environmental research activities. The Subscriber agrees and acknowledges that the personal information provided is being collected by CDS, and will be used by authorised staff to monitor, and report on, the use of its services. Subscriber may access any personal information provided to CDS by emailing CDS at [hello@cirquedusoil.com.au](mailto:hello@cirquedusoil.com.au). CDS is committed to protecting personal information provided by all Subscriber in accordance with all applicable privacy legislation. CDS will generally collect personal information directly from Subscriber in participation in our research and/or surveys. We will not disclose any personal information we collect unless we have express prior consent and will only report the information provided in an aggregate form that will not personally identify our Subscriber.

13. CDS retains the right to review this Service Agreement from time to time and must notify the Subscriber in writing of any changes.