




# BIOPAK COMPOST SERVICE



Sign up today. Complete and return the attached contract to [compost@biopak.com.au](mailto:compost@biopak.com.au)

## BioPak Compost Service Pricing

Bin size	Pick up fees	*Bin rental per month	Maximum weight limit per bin
 240L	\$15 + GST	\$5	30kg
 240L x 3	\$40 + GST	\$2	30kg
 240L x 6	\$60 + GST	bins included	30kg

One off lock fee applies: 1 bin \$15, 3 bins \$40, 6 bins \$80.

\*\*Bin rental fees are waived if clients have multiple pickups at same location per week.



**1**  
Dispose of your organic waste (food scraps and compostable packaging) into the BioPak green bin



**2**  
We will collect weekly or more frequently on request.



**3**  
We will turn your organic waste into compost within 8 weeks.

Bioplastic bags can be purchased through BioPak. (not required)



Point of sale counter cards and window stickers will be provided to communicate your sustainability initiatives.



BioPak gives back 7.5% of profits to **positive change**

02 8060 9000  
[compost@biopak.com.au](mailto:compost@biopak.com.au)  
[www.biopak.com/compost](http://www.biopak.com/compost)

**BioPak**  
It doesn't cost the earth

## Eligible zones in Mackay

Andergrove	4740
Beaconsfield	4740
Blacks Beach	4740
Bucasia	4750
Dolphin Heads	4740
Eimeo	4740
Glenella	4740
Mackay	4740
Mackay Bc	4740
Mackay Caneland	4740
Mackay Dc	4740
Mackay East	4740
Mackay Harbour	4740
Mackay North	4740
Mackay South	4740
Mackay West	4740
Mount Pleasant	4740
Ooralea	4740
Paget	4740
Rural View	4740
Shoal Point	4750
Slade Point	4740

## Service details

This contract outlines our 12 month BioPak Compost Service contract. Please enter your details and commence within the next 5 business days.

### Company & location details

Company name: \_\_\_\_\_

BioPak packaging customer:  YES  NO

Buying BioPak packaging from:  BIOPAK  OTHER (please list) \_\_\_\_\_

If you have more than five locations please include additional addresses in your email.

#### Location 1

Contact Name	Contact Email	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>
Street Address	Suburb	Postcode
<input type="text"/>		
24 Site Access Considerations		
<input type="text"/>		

Bin Size	Quantity	Organics Pickup		
240L	<input type="text"/>	MONDAY	WEDNESDAY	FRIDAY

#### Location 2

Contact Name	Contact Email	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>
Street Address	Suburb	Postcode
<input type="text"/>		
24 Site Access Considerations		
<input type="text"/>		

Bin Size	Quantity	Organics Pickup		
240L	<input type="text"/>	MONDAY	WEDNESDAY	FRIDAY

# BioPak Compost Service Terms & Conditions

## Payments:

You will be invoiced directly by our Compost Collection Partner, on a monthly or weekly basis.

Upon reception of the signed copy of this contract, we will be in touch to organise payment frequency and methods.

## 1. Interpretation

**(a)** “Charges” shall mean the service charges as set forth and described overleaf and in these terms and conditions, and may be varied from time to time pursuant to the provisions of this Contract.

**(b)** “Contract” means these terms and conditions and the provisions overleaf which shall be read and construed together. Should there be any inconsistency between these terms and conditions and the provisions overleaf, these terms and conditions shall prevail.

**(c)** “Customer” means the person, firm or corporation named overleaf for whom the Supplier performs or is to perform the Waste Removal Service. If there are two or more persons or entities referred to as the Customer overleaf, then such persons or entities shall be bound by the provisions of this Contract jointly and severally.

**(d)** “Equipment” means the equipment specified overleaf or such other container or containers either owned or not owned by the Supplier as may be agreed upon from time to time between the Customer and the Supplier and includes any additional or replacement equipment supplied pursuant to this Contract.

**(e)** “Premises” shall mean the premises to be serviced as noted overleaf.

**(f)** “Supplier” shall mean BioPak Pty Ltd as indicated overleaf or its related bodies corporate or sub-contractors.

**(g)** “Organic Waste Removal Service” means the collection and disposal of the waste (including recyclable materials) generated by the Customer within the Premises.

**2. The Supplier shall perform for the Customer the Organic Waste Removal Service or such further or other service as may be agreed to from time to time between the Supplier and the Customer, in accordance with all laws and the Supplier shall deliver the Equipment to the Premises for the Charges pursuant to the provisions of this Contract. Days of service may be subject to variation by the Supplier. The Customer may choose to relocate, add or vary the Premises, with the consent of the Supplier. The Customer will notify the Supplier of any relocation or variation to the Premises as soon as reasonably practicable. In terms of this contract, any address change or additional premises as well as any increase in bins collected, can be amended by email confirmation. Such emails will be sufficient in terms of this agreement as permissible amendments.**

## 3. Subcontracting

The Customer agrees that the Supplier may, without the need to obtain any further consent from the Customer, sub-contract all or part of the Waste Removal Service and, where the context requires, reference in these Terms and Conditions to “the Supplier” includes a reference to any person to whom the Supplier has sub-contracted the Waste Removal Service.

## 4. Exclusivity, term and renewal

The Customer grants to the Supplier the exclusive right to provide the Waste Removal Service to the Premises for an initial period of twelve (12) months from the date hereof, or such different period as may be set forth overleaf. In the event the Customer terminates this Contract other than pursuant to the terms of this Contract, the Supplier shall be entitled to receipt from the Customer as liquidated damages a sum calculated on the following basis:

**(a)** If there are six (6) or more months to run before the end of the then current term in this Contract, six (6) times the average monthly charge over the last twelve (12) months; or

**(b)** If there is less than six (6) months to run on the then current term of this Contract, a sum equal to the then latest average monthly charge over the last twelve (12) months multiplied by the number of months remaining to the end of the then current term.

The parties acknowledge that the amount calculated in accordance with paragraph (a) or (b) above (as the case may be) represents a genuine pre-estimate of the damages that the Supplier will sustain as a result of termination of this Contract by the Customer.

Upon the Term conclusion date, this Agreement shall continue in full force and effect and all terms and conditions contained herein shall continue to apply and be enforceable until either party gives written notice to the other at least thirty (30) days prior to the intended termination date.

### 5. Payment

The Customer's nominated credit card will be charged for the month prior during the first week of every month for the agreed service, including any excess and futile charges. If the payment defaults for any reason the Customer will be notified and the Supplier will charge the credit card again in forty eight (48) hours after the first charge. If the payment defaults again the Organic Waste Removal Service will be suspended.

### 6. Equipment

The Supplier shall deliver to the Premises such further and other equipment in addition or in substitution for the Equipment as the Supplier may from time to time consider necessary to properly perform the Organic Waste Removal Service and the Charges shall be varied according to the type of equipment added to or substituted for the Equipment at the then current rates charged by the Supplier for such Equipment. The Supplier will notify the Customer of the current rates for such equipment prior to delivery. Such Equipment must remain on the Premises and the Equipment shall be and remain at all times the property of the Supplier. The Customer must not use any mechanical means to compact material in the Equipment without first obtaining the Supplier's consent in writing and must not allow any person to be inside the Equipment.

### 7. Charges

The Supplier may adjust the Charges if such an adjustment in the Charges is based on an increase in any regulatory or governmental body imposed disposal fees or levies, taxes and other regulatory and governmental body imposed charges, and an increase in the Consumer Price Index (All Groups) as published by the Australian Bureau of Statistics from time to time. The Supplier may also adjust the Charges as a result of and to the extent of a change in the Supplier's costs where the Customer exceeds the estimated weights or volumes expressly stated on the first page of this Contract.

### 8. Service hours

The Organic Waste Removal Service shall be performed by the Supplier during such hours as the Supplier shall at its discretion determine and should the Customer desire such Waste Removal Service to be performed at a time other than during such hours, the Supplier may (but shall be under no obligation to do so) elect to perform the Organic Waste Removal Service at the times requested by the Customer.

### 9. Indemnity

The Customer indemnifies BioPak (except to the extent loss or damage is caused by BioPak's or BioPak's subcontractor's negligence or misconduct) against any loss or damage arising under or in connection with breach by the

Customer of any:

- (a) Warranty or other term of this Agreement;
- (b) Duty of care owed to BioPak or others; and/or
- (c) Law or regulation;

### 10. Warranties and Liability

Except as expressly stated in this Agreement, any term, condition or warranty express or implied by statute or otherwise in relation to the Services and/or this Agreement is excluded to the full extent permitted by law.

Nothing in this Agreement excludes, restricts or modifies the application of the Competition and Consumer Act 2010 (Cth), as amended, consolidated, supplemented or replaced.

To the full extent permitted by law, BioPak's liability arising under or in connection with this Agreement is limited at BioPak's option to the re-supply of Services or payment of the cost of re-supplying Services by a third party.

- (a) Indirect or consequential losses, expenses, loss of turnover, profits, business or goodwill or any liability to any other party suffered by the Customer or any third party, however caused; or
- (b) Loss or damage suffered by the Customer where BioPak fails to meet any Scheduled times or cancels or suspends the supply of the Services.

### 11. Force majeure

In the event that any circumstances beyond the reasonable control of the Supplier (including without limitation climatic conditions, a strike, lockout, industrial dispute or shortage of materials) prevents the Supplier from being able to properly service the Equipment or perform its obligations under this Contract, then this Contract may be suspended by the Supplier until such time as the Supplier can properly service the Equipment or perform its obligations under this Contract.

### 12. Equipment – affixing and removal

The Customer shall pay all costs of affixing any of the Equipment to the Premises where required for the proper operation of such Equipment and the Customer shall pay all costs of the removal of the Equipment or any of the Equipment from the Premises and any damage caused to the Premises by such removal upon termination of this Contract and shall give the Supplier full and free access to the Premises upon termination of this Contract to facilitate such removal.

### 13. Access

The Customer shall at all times give the Supplier full free and uninterrupted access to the Premises to enable the Waste Removal Service to be performed by the Supplier and to enable the Supplier to service, repair or at the discretion of the Supplier replace the Equipment or any part thereof. The Customer warrants the ground surfaces traversed by the Supplier's vehicles to obtain access to the Equipment are of suitable construction to prevent damage to pavements, kerbs or underground services and also acknowledges that the Supplier shall not be liable to the Customer for any damage thereto resulting from the Supplier's trucks and vehicles accessing the Equipment except in the case of negligence on the part of the Supplier, its agents, employees or sub-contractors.

### 14. Weight limit

The Customer must not fill the Equipment beyond the maximum height in which water would rest in the Equipment nor beyond the maximum weight advised by the Supplier to the Customer from time to time. If the Customer is in breach of this clause, the Supplier may as its option, perform the Organic Waste Removal Services and charge the Customer any additional charges as determined by the Supplier in

'Service Details' section.

### 15. Goods and Services Tax

If goods and services tax or similar value added tax ("GST") is or becomes payable on any supply under the Contract, the Customer must pay the Supplier the GST amount so levied or imposed at the same time as payment of the Charges. The Charges are expressed exclusive of GST.

### 16. Assignment

The Customer must not assign or novate its interest in this Contract without the prior approval of the Supplier. The Supplier may assign or novate its interest in this Contract at any time by notice to the Customer and the Customer must do all things required to give effect to such assignment or novation. This Contract binds the parties and their respective successors and permitted assigns.

### 17. Entire Agreement

This Contract constitutes the entire agreement between the Supplier and the Customer for the provision of the Waste Removal Service by the Supplier to the Customer from the Commencement Date and supersedes and merges all prior discussions, representations, demonstrations, negotiations, correspondence, writings, explanations, statements, arrangements and agreements.

#### **CONTRACT ACCEPTANCE**

I/we hereby declare the above information to be true and correct. I/we have read and understood the Terms and Conditions overleaf and accept that failure by the Customer to meet these terms and conditions may result in a breach of contract.

Signature

---

Name

Date

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# FREQUENTLY ASKED QUESTIONS



## What goes in the green bin?

You can place any type of food scrap, leftover, spoiled or out of date food into your organics as well as certified commercially compostable packaging. This includes:

- BioPak certified compostable products
- Fruit and vegetable peels and scraps
- Meat and seafood scraps and bones
- Egg shells
- Dairy products (cheese, yoghurt etc.)
- Bread, pasta, rice, cereal
- Coffee grounds and chaff
- Tea bags
- Out of date food (processed or fresh)
- Confectionery
- Processed food
- BioPak compostable bin liners



## What will happen if I put the wrong things in my organics bin?

The wrong materials in your organics bin could contaminate a whole truckload of organics. Contaminated bins will not be collected and you could be charged a futile or contaminated bin fee. Contaminated bins will need to be collected by your general waste collection provider.

## Can I put plastic bags in the organics bin?

NO. Plastic bags are not accepted and are classed as contamination in an organics bin. Any bins with plastic bags in them will be rejected and must be sent to landfill. BioPak compostable bin liners are accepted and are available for purchase.

## Do I need to use compostable bin liners?

You don't have to use compostable bin liners. They may however assist you in reducing the need to wash out your kitchen bins and minimise odour.

## What happens if my organics bin is not emptied?

As long as you follow our advice about what can or cannot be placed in your organics bin, it will be collected on schedule. If your bin is not contaminated and/or you have removed the contamination, please contact your collection partner with all bin concerns directly.

## Will my organics bin smell and attract pests?

Food organics can create some odour as they decompose or are over exposed to heat. This can be minimised by lining your kitchen bin with compostable bin liners and having the bin emptied into your back-of-house wheelie bin regularly. The back-of-house wheelie bin should be kept out of direct sunlight.



## BioPak Compost Service

### I don't have an organics bin; can you provide one?

Yes, your collection partner will provide you with a wheelie bin to rent.

### What happens if my bin gets damaged?

If your bin gets damaged, please contact your collection partner directly to arrange a replacement.

### What happens if I required additional bins?

If you require additional bins, please contact your collection partner directly to arrange a replacement.

### What will happen to my food organics?

Your organic waste will be transported to a compost facility for processing. The high nitrogen content from your food scraps makes compost even more nutritious for the soil, establishing a base for trees and plants to grow bigger,

faster, stronger, which in turn help to remove contaminants from soil. The compost also increases water holding capacity of soil and maintains soil structure.

### Do I have to participate in this new service?

You do not have to participate in this initiative. We are however, all responsible for generating waste and as such all businesses are encouraged to participate as this as an easy way to help reduce your environmental impact, divert waste from landfill and reduce greenhouse emissions.

### Do you service residential buildings or units?

No, we do not service residential buildings at this stage.

### Do you collect from businesses?

Yes, please ask your Office Building Manager to get in contact with us.

## Will you provide me with marketing collateral?

**YES.** We have a wide range of promotional and educational material to communicate the benefits of choosing to divert your organic waste to landfill via the BioPak Compost Service. We will provide you signage that visually explains the do's and don't to educate staff.

### POS signage and sticker



### Back of house bin signage



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