NORTH BURNETT
REGIONAL COUNCIL

AGENDA

Technical Services Standing Committee Meeting

7 February 2018

Please be advised that the Technical Services Standing Committee Meeting of the North Burnett Regional Council will be held at the Mundubbera Boardroom on:

Wednesday, 7 February 2018 commencing at

Order Of Business

1 Attendees 5

2 Welcome/Housekeeping 5

3 Apologies 5

4 Declaration of Interest 5

5 Infrastructure Reports 6

5.1 TECHNICAL SERVICES REPORT - 20/11/2017 TO 19/01/2017 6

6 Engineering Reports 14

6.1 Civil Section Report 14

7 Environmental Reports 26

7.1 Environmental Services Monthly Report 26

7.2 Queensland Container Refund Scheme 39

8 Confidential Reports 195

8.1 Wandering Livestock Complaint Yenda-Benyenda Road Wetheron 195

9 General Business 196

10 Closure of Meeting 196

Mark Pitt

Chief Executive Officer

1 ATTENDEES

2 WELCOME/HOUSEKEEPING

3 APOLOGIES

4 DECLARATION OF INTEREST

5 INFRASTRUCTURE REPORTS

5.1 TECHNICAL SERVICES REPORT - 20/11/2017 TO 19/01/2017

Doc Id: **854793**

Author: **Beau Milne, Facilites Officer**

Cameron Brauer, Technical Officer

Matthew Cook, Water and Waste Water Co-ordinator

Authoriser: **Raymond Strohfeldt, Acting General Manager Works**

Attachments: **1. Technical Services February 2018 Report.docx [855625]**

INTRODUCTION/BACKGROUND

To inform Council of major activities undertaken by the Technical Services Department during the reporting period. The new format is in response to recent Councillor feedback.

CORPORATE/OPERATIONAL PLAN

In accordance with the NBRC Corporate Plan 2017 – 2022 the following Themes are addressed in the report attachments

- 2.1 Telecommunications for our Community
- 2.3 Housing
- 5.2 Asset Management
- 5.3 Urban Water supply and sewerage treatment

POLICY IMPLICATIONS

All relevant NBRC Policies are adhered to where applicable.

STATUTORY REQUIREMENTS

All relevant Standards and Codes are applied where required.

FINANCIAL REQUIREMENTS

Procurement & Purchasing Policy (Policy 104) adhered to where required.

RISK MANAGEMENT

Risk management is an integral part in the planning and delivery of Technical Services by the Engineering Department.

CONSULTATION

Internal consultation occurs formally fortnightly at Engineering Management meetings and informally through briefing sessions with Councillors and Staff. Engineering staff engage with State and Local Government agencies, other agencies and with the wider community on an ‘as needs’ basis.

RECOMMENDATION

That the Technical Services report as presented be received and the contents noted.

PART A - WATER AND WASTE WATER

Water Operations:

Monthly Statistics

All water schemes were able to meet the daily water demand during the reporting period.

No schemes were on abnormal restrictions during the reporting period.

Water Maintenance:

General

Matthew Cook is Acting Technical Services Manager until a permanent Manager is appointed.

Brad Thode is Acting Water and Wastewater Supervisor until a permanent Manager is appointed.

Interviews have been undertaken for the position of Technical Services Manager.

Negotiations have commenced with the Department of Energy & Water Supply to conduct a water security study on the Biggenden and Mulgildie schemes.

The Drinking Water Quality Management Plan (DWQMP) is currently being reviewed.

Water Meter readings were completed.

Biggenden

Work was of routine nature during the reporting period.

Nine service connection breaks were repaired during the reporting period.

Eidsvold

Work was of routine nature during the reporting period.

Two service connection breaks were repaired during the reporting period.

Gayndah

Work was of routine nature during the reporting period.

Twenty five service connection breaks were repaired during the reporting period.

Mingo Crossing

The water treatment plant was fully operational for the reporting period.

Monto

Work was of routine nature during the reporting period.

Five service connection breaks were repaired during the reporting period.

Six main breaks were repaired during the reporting period.

Mount Perry

Work was of routine nature during the reporting period.

Nil breaks.

Mulgildie

Work was of routine nature during the reporting period.

Nil breaks.

Mundubbera

Main replacement work was completed in Burnett Street.

Work was of routine nature during the reporting period.

Five service connection breaks were repaired during the reporting period.

Three main breaks were repaired during the reporting period.

Paradise Dam

Work was of routine nature during the reporting period

Waste Water Maintenance

General

One Sewer Break was repaired during this period at Mundubbera.

Biggenden

Work was of routine nature during the reporting period.

Eidsvold

Work was of routine nature during the reporting period.

Gayndah

Work was of routine nature during the reporting period.

Mingo Crossing Caravan Park

The STP was serviced as per regulatory requirements and also in preparation of the Holiday period.

Monto

Work was of routine nature during the reporting period.

Mount Perry Council Scheme

The STP was serviced as per our regulatory requirements.

Mundubbera

Sewer cleaning and CCTV inspections were carried out on selected mains in preparation for establishing the sewer reline program for the next few years.

Part B Asset Management Report

Inspections

Urban inspections have been completed with data analysis and reporting to be undertaken in the next month. Uploads into Mydata will also be carried out.

GIS

General maintenance was carried out with no further updates since the release of Intramaps Version 9. A training session was completed with NRM team members on the 14th December. Further training will be scheduled in due course.

Two Way Repeaters/Communication – Digital Radio Rollout

Disaster Communication Enhancement Initiative – Digital Radio Rollout

- Installation of radios is ongoing – 133 Radios are installed to date
- Installation of network equipment is being completed week commencing 22 January at the Mundubbera Engineering Officer, AC Rock and Mt Debatable.

TV Towers

- Council has lost ABC services from the Bukali and Cania View TV towers as a result of the ABC altering the input signal parameters.
- SBS has also followed suit with outages now at Eidsvold and Cania View.
- Replacement hardware has been ordered with no delivery date available.
- Loan units are installed at Cania View Tower with investigations into repair of Council units and purchase of new units being considered.
- Further outages and signal loss have been reported with faults and damage after recent storms.

RMPC

- Reseal preparation works are continuing on Gladstone Monto Road
- DTMR have allocated additional funds for gravel resheeting on Kalpowar Road
- Routine Maintenance activities are being monitored and completed as required
- Emergent works claim has been submitted for the October Rain Event – $217,471.06
- RMPC Claim to Date - $882,522.32
- Inspections are up to date

DBYD

- 16 DBYD responses have been completed since the last reporting period.

Plant Procurement

- Deliveries

    - 1 x JCB Backhoe
    - 2 x Front Deck Mowers
    - 1 x Zero Turn Mower

- Orders

    - 1 x John Deere 670GP Grader
    - 1 x SES Dual Cab Utility
    - 2 x John Deere Loaders
    - 1 x Western Star Prime Mover
    - 1 x Rhino Quad Float
    - 1 x Toyota Kluger

- Tenders/Quotations

Other

- Staff have been involved in other roles including:

    - Works planning/programming
    - Recover Implementation and Training for TC Debbie Restoration Works
    - Tablet Updates for Flood Team
    - Emergent Works Activities
    - Recruitment / Interview
    - Guardian Training
    - Budget Preparation Training

PART C - FACILITIES REPORT

Maintenance

- AS of 19 January 2018, there are 67 open tasks
- Approximately 228 received in the reporting period
- During this period approximately 172 tasks were completed

Capital Projects

Emergency Power enhancement project Biggenden / Gayndah

- Project has been completed
- Signs to be installed

Council Facilities – Lock Standardisation yr3

- Project part A has been completed
- Part B scope of work to be written up this month and sent to contractor for pricing

Biggenden Skate Park

- Water bubbles ordered and arrived
- Picnic tables and shades ordered
- Scope of works being sent out 22/1/18 to contractors due in 02/02/18

Region playground upgrade

- Community consult completed with Lions Club in Gayndah and they have advised of $10,000 donation towards upgrade
- Design decided by Lions Club and project awarded.
- Waiting for start and completion date from contractor

Region wide manhole spraying and pest control on Council buildings

- Tender written and sent out.
- Tender awarded
- Commencement date 5 February 2018

Region wide Facilities maintenance Panel of Providers

- Tender written and sent out.
- Tender approved by Council
- Letters written to contractors

6 ENGINEERING REPORTS

6.1 CIVIL SECTION REPORT

Doc Id: **853911**

Author: **Lucy Connolly, Administration Officer**

Authoriser: **Simon O'Brien, Civil Works Manager**

Attachments:
1. **Program 240118.pdf [854516]**
2. **Works Supervisor Monthly Report - 06 - December 2017.docx [850386]**

INTRODUCTION/BACKGROUND

Monthly reporting for Works Department.

CORPORATE/OPERATIONAL PLAN

Theme 1: Our Productive Region

Providing the region with lobbying support, regional policy, regional infrastructure and planning and a strong regional identity that shapes a robust, diverse economy into the future.

1.2 Safe, well maintained and effective local road networks

1.3 Safe, well maintained and effective state road networks

1.4 Events

1.8 Improving transport routes for product and produce

5.2 Asset Management

Theme 3: Our United Region

Ensuring the North Burnett will be a region where everyone is made to feel part of the community. A community where everyone will love to work, live and visit.

3.2 A region for all abilities

3.5 One team

3.8 Attractive streetscapes and surrounding areas

Theme 4: Our Vibrant and Naturally Beautiful Region

Developing a sense of place where the region's culture, aesthetics, environment, infrastructure, recreation and entertainment improve the liveability of the community.

4.1 Beautiful parks and gardens

4.3 Town streetscapes

Theme 5: Our Efficient and Effective Council

Local government is more than a provider of municipal services. It is the level of government charged with creating vibrant, diverse, supportive and sustainable communities.

5.2 Asset management

POLICY IMPLICATIONS

All relevant Policies are adhered to where applicable.

STATUTORY REQUIREMENTS

All relevant Standards and Codes are applied where required.

FINANCIAL REQUIREMENTS

Nil

RISK MANAGEMENT

Risk management is an integral part in the planning and delivery of infrastructure services by the Engineering Department.

CONSULTATION

Internal consultation occurs formally fortnightly at Engineering Management meetings and informally through briefing sessions with Councillors and staff.

Engineering staff engage with Government agencies, other agencies and with the wider community on an ‘as needs’ basis.

RECOMMENDATION

That the report as presented be received and the contents noted.

North Burnett Regional Council
Proposed Future Works Program
January / February / March

	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	5-Mar	12-Mar	19-Mar	26-Mar
Monto	Kalpowar Road - Resheet	Yarrol	Yarrol	Yarrol (3 Days)	Yarrol	Yarrol	Yarrol	Yarrol	Yarrol	Twin Creeks, Branch Creek
Monto	Bunns, Harrami, Dingley Dell, Glencoe, Camboon	Bunns, Harrami, Dingley Dell, Glencoe, Camboon	Bunns, Harrami, Dingley Dell, Glencoe, Camboon	Bunns, Harrami, Dingley Dell, Glencoe, Camboon	Bunns, Harrami, Dingley Dell, Glencoe, Camboon	Bunns, Harrami, Dingley Dell, Glencoe, Camboon	Foleys Gully	Foleys Gully	Foleys Gully	Foleys Gully
Eidsvold	Cynthia Range Rd FLOOD 1 Day, Cynthia Range Rd	Cynthia Range	Cynthia Range	Cynthia Range	Cynthia Range	Barram 0 - 12.1	Barram 0 - 12.1	Goomaram Creek	Goomaram Creek	Boat Ramp
Mundubbera	Myola	Myola (11 Days)	Myola (11 Days)	Myola (11 Days)	Myola	Monogorilby Flood - 1 Day, Monogorilby Maintenance	Monogorilby	Monogorilby	Mill Rd	Mill Rd
Gayndah	Barlyne	Barlyne	Little Woodmillar Flood 1 Day, Little Woodmillar Maintenance 3 Days	Binjour Branch Creek 4.05 - 13.37	Black Horse Creek	Black Horse Creek	Black Horse Creek	Black Horse Creek	Black Horse Creek	Top Gurgeena, Church, Wilkes
Biggenden	Swindon	Swindon	Wilson Valley	Wilson Valley	Wilson Valley (3 Days)	Reseal Prep - Wilson Valley, Happy Valley, Radels	Reseal Prep - Wilson Valley, Happy Valley, Radels	Lords Flood 2 Days, Lords Maintenance	Back Creek Rd Deep Creek Rd, Farrells Rd, Aberdeens, Wateranga	Back Creek Rd Deep Creek Rd, Farrells Rd, Aberdeens, Wateranga
Mount Perry	Bania	Bania	School Lane, Hidden Valley, Greenbank	Bania	DTMR - Gayndah Mount Perry	DTMR - Gayndah Mount Perry	DTMR - Gayndah Mount Perry	DTMR - Gayndah Mount Perry	Mungy	Bilboolan
Construction	TMR Reseal Prep	TMR Reseal Prep	TMR Reseal Prep	DTMR - Cania Shoulders	DTMR - Cania Shoulders	TIDS - Cannindah	TIDS - Cannindah	TIDS - Cannindah	TIDS - Cannindah	TIDS - Cannindah
Construction	Warton St	Warton St / Town Streets	Reseal Prep - Tablelands Rd, Rehab Wigton Rd	TIDS - Swindon	TIDS - Swindon	TIDS - Swindon	TIDS - Swindon	Pavement Rehab - Byrnestown Wetheron	Pavement Rehab - Byrnestown Wetheron	Pavement Rehab - Byrnestown Wetheron
Bridge & Drainage	Kolonga Bridge	Kolonga Bridge	Kalonga Bridge	Kolonga Bridge	Kolonga Bridge	Kolonga Bridge	Grosvenor Bridge	Grosvenor Bridge	Grosvenor Bridge	Grosvenor Bridge
Contractor	Hawkwood 42.55 - 51.3 Coonambula 30.5 - 41.8	Boondooma 21.17 - 26.24								
DTMR Roadside Slashing	SLASHING - Biggenden Gooroolba			SLASHING - Burnett Highway	SLASHING - Monto Mount Perry & Gin Gin Mount Perry	SLASHING - Durong, Gladstone Monto, Cania, Eidsvold Theodore & Isis Highway	SLASHING - Biggenden Maryborough	SLASHING - Booyal Dallarnil	SLASHING - Biggenden Gooroolba	

Maintenance	Council resourced funding utilised to undertake various works on Council roads, ranging from grading to pothole patching, installing guideposts and improving signage.
Gravel Resheet	Spreading and compacting a layer of gravel on an unsealed section of road to improve driveability and quality of the road.
TIDs	Transport Infrastructure Development Scheme (TIDs) is State Government funding designed for the development or upgrade of roads and transport related infrastructure.
Main Roads	Undertaking contractual works on behalf of the Department of Transport and Main Roads on the State Road Network.
Flood Resilience	The improvement of a flood prone asset to minimise damage and delays in access following a flood event.
Flood REPA	The Restoration of Essential Public Assets (REPA) following a flood event, replacing like for like.
Concrete Floodway	The improvement or replacement of a concrete floodway.
Pavement Rehab Pavement Reseal	Rehabilitation of a sealed pavement to remove defects and improve the life of the asset plus its safety and driveability.
Private Works	Contractual works undertaken for a private entity.
Capital	A project that helps maintain or improves Council's asset

Disclaimer: Proposed Future Works Program is subject to change without notice or approval as it is dependant on resources, materials and weather permitting.

WORKS SUPERVISOR – MONTHLY REPORT – PERIOD ENDING 19-12-17

ROADS		
Completed or Commenced		
Maintenance	Biggenden Town streets - Pavement repairs completed.	
Capital	Barlyne Road – Pavement completed 2 coat bitumen seal completed, guide posts installed. Beronne Road – Final bitumen seal completed. Berries Road – Pavement completed, 2 coat bitumen seal completed, guide posts installed. Archer Park Driveway – Pavement completed, bitumen seal completed. Burnett Street – Water main replacement completed, excavation completed, pavement completed, 2 coat bitumen seal completed. Mahoney Street – Excavation completed, pavement completed, bitumen seal completed. RM Williams Centre	
Flood Work	Dakiel Balls Cattle Creek Ross Crossing	Barrule St Johns Creek Cheltenham Yerilla
Reseal – Rural	Eidsvold/Monto areas – Abercorn, Kerwee, Hays roads. Gayndah area – Bon-Accord/Wetheron, John Taylor, Dirnbir roads.	
Reseal – Urban	Eidsvold/Monto areas – Spencer Service lane, Dalton, Wills, Bell, Frederick, Golden Spur, Hodgkinson, Lister, Stockman streets. Mundubbera/Gayndah areas – Authur, Maltby Place, Bauer, Burnett streets.	
TIDs	Swindon road – Section 1 Formation widening completed, pavement completed, 2 coat bitumen seal completed, guide posts installed.	
Other	Kalpowar Hall – Path to the toilet block completed.	

BRIDGES AND DRAINAGE	
Completed or Commenced	
Bridges	Sandy Creek
FUTURE WORKS: Planning for a month in advance:	
Bridges	Kalonga

DEPARTMENT OF TRANSPORT & MAIN ROADS WORKS	
(Including RMPC, Private Works, RPC etc)	
Completed or Commenced	
RMPC	Maintenance grade Monto/Mount Perry road Grade Kalpowar and Gladstone
Other	Flood emergent works on most TMR roads. TMR reseal prep Isis Highway.

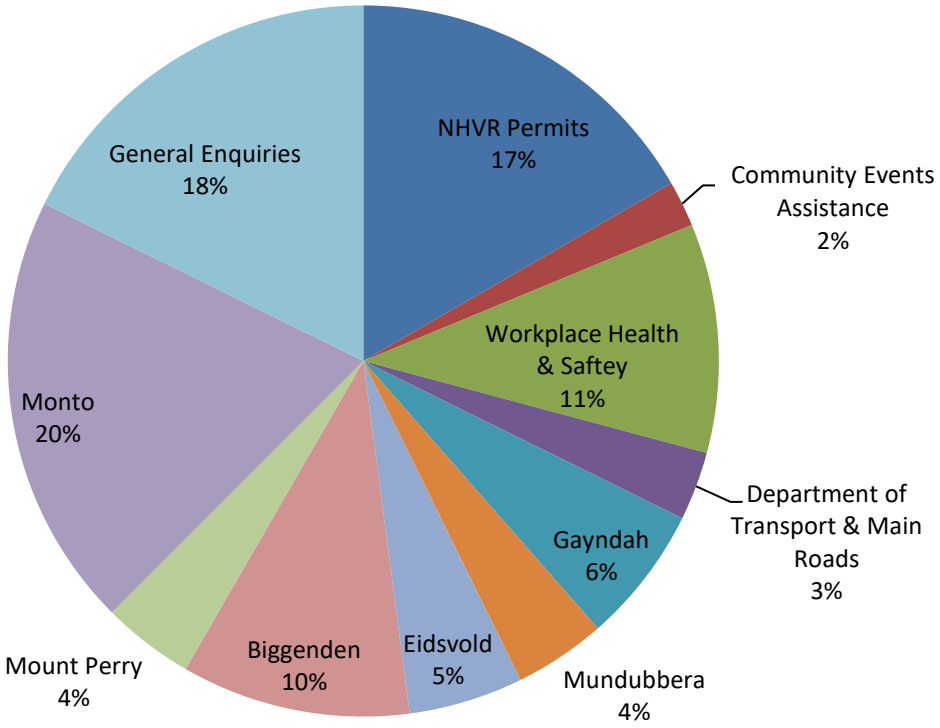
PRIVATE WORKS	
Completed or Commenced	
	Resident 1 – 2 coat bitumen seal road. Material supply Eidsvold - various customers

TOWN CREW	
Completed or Commenced	
Biggenden	One request for removal of large pot plants from car park One request for removal of rock from car park
Eidsvold	Four requests to repair/replace/deliver wheelie bins to private and commercial properties One request for Eidsvold Showground Toilets be opened Two requests for additional support for upcoming events in Eidsvold One request to clear debris and smell from Harkness Boundary Creek pedestrian bridge adjacent to Eidsvold Golf Course. Two requests for Eidsvold Airstrip be mowed One request for whipper snipping and removal of debris from drain One request for removal of table and chairs from Aged Care Units Two requests for burial internments and installation of plaque and ashes
Gayndah	Six requests to repair/replace/deliver wheelie bins to private residence. Four requests for Internments and maintenance at Gayndah Cemetery One request for mowing, whipper snipping and spraying at Gayndah Waste Water and Sewerage Plants, Ponds and facilities on a regular basis. One request for removal of dead tree from Gayndah Waste Facility Site One request for trimming of branches out the front of Gayndah Pool due to overhanging and difficulty parking bus. One request for spraying of flying ants nest in Capper Street. One request for slashing be completed at the Gayndah Waste Facility site. One request for relief Landfill Attendance One request for Hazard Inspection Checklist – Parks and Gardens
Monto	Nine requests to replace/repair/deliver wheelie bins Five requests for mowing be done at private residence due to Overgrown Allotment Notice requirements. One request for Arborists to remove trees Two requests for filling of sunken grave at Mulgildie Cemetery. One request for mowing to be completed at Mulgildie Hall. One request for tree branches be picked up around Monto area after recent storm event. One request for relocation of old pot plants from Monto Main Street One request for fixing of loose tile in Lister Street. Two requests for Hazard Inspection Checklist – Parks and Gardens
Mount Perry	Two requests to replace/repair/deliver wheelie bins One request to donate 9 bottle trees to the Mt Perry area in recognition to his late parents – Merve and Alice Dean One request to identify 'Warning Hot Surface' due to rubberized soft fall in Mt Perry Memorial Park. Two requests for mowing to be completed at Aged Care Units Two requests for relief staff for Landfill Attendance One request for Leopard Tank Park Sign – waiting on quote One request for Hazard Inspection Checklist – Parks and Gardens One request for removal of tree overhanging private residence fence line. One request for roots from recently removed tree be cut and filled to

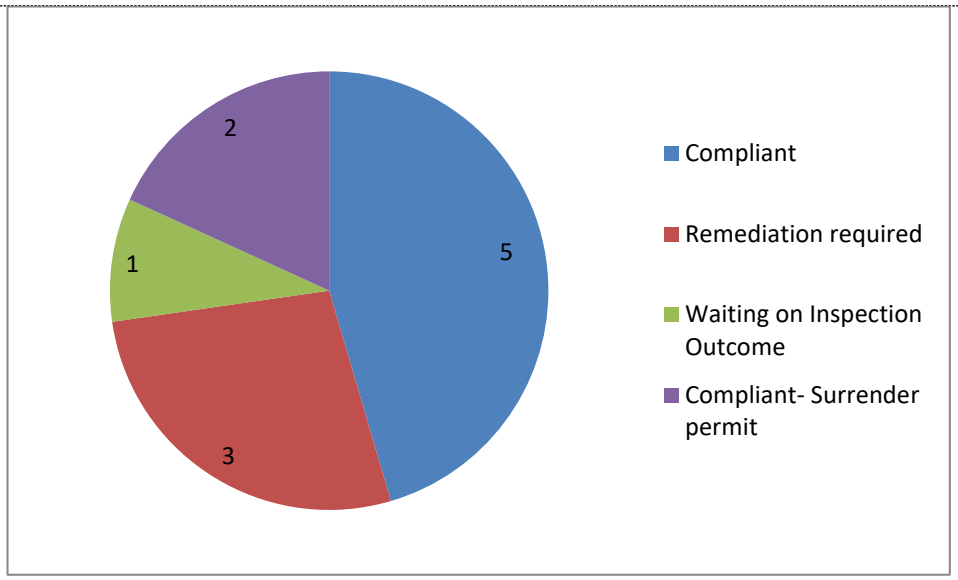
	prevent trip hazard.
Mundubbera	Three requests to replace/repair/deliver wheelie bins at Monogorilby School and Hall and private residence Two request for installation of plaque at Mundubbera Cemetery One request for mowing and general tidy up at Mundubbera Ski Area One request for removal of soil and debris at Archer Park Recreational Grounds prior to Christmas in the Park. One request to inspect and fill holes in grave at Mundubbera Cemetery One request for staff to mow RSL hall grounds One request for bins be emptied from Monogorilby School One request for mowing at property in Stuart-Russell Street One request for Funeral Internment One request for removal of limbs out of tree in Burnett Street.
Community Event Assistance	***Friends of Paradise – Small Halls Festival*** – mowing and whipper snipping of Degilbo Hall and delivery of bins and large generator. ***Stepping Black Indigenous Corporation*** – Open Eidsvold Hall, Eidsvold Sports Shed, available chairs and tables and opening and cleaning of Eidsvold Showgrounds toilets. ***Gayndah St Matthews Anglican Church*** – 4 bins required for delivery and pickup.

Works Task Summary for PE 19 January 2018			
Tasks Received	Current Tasks	Completed Tasks	Tasks Issued
96	71	74	19

Tasks - 20 December to 19 January 2018



GRAVEL PITS		
Completed or Commenced		
Department of Environment and Heritage Protection (EHP) Permit Inspections	**Pit:**	**Result:**
	Garden Grove Pit, Baskervilles Road	Compliance achieved
	Dump Pit, Langs Road	Inspection report received. Matters of Concern noted: - Material only used on road or rail infrastructure as dwelling located under 1000m to the north east. - Dwelling under 1000m from the site, written agreement required from resident or landholder. - Sediment dam required if extraction continues over 5000 tonnes. Works team is progressing actions and assessment of the future use of the site.



Commenced process to remove unused sites from Council's Environmental Authority. Sites are closed due to quality and availability of material.

Remediation Works

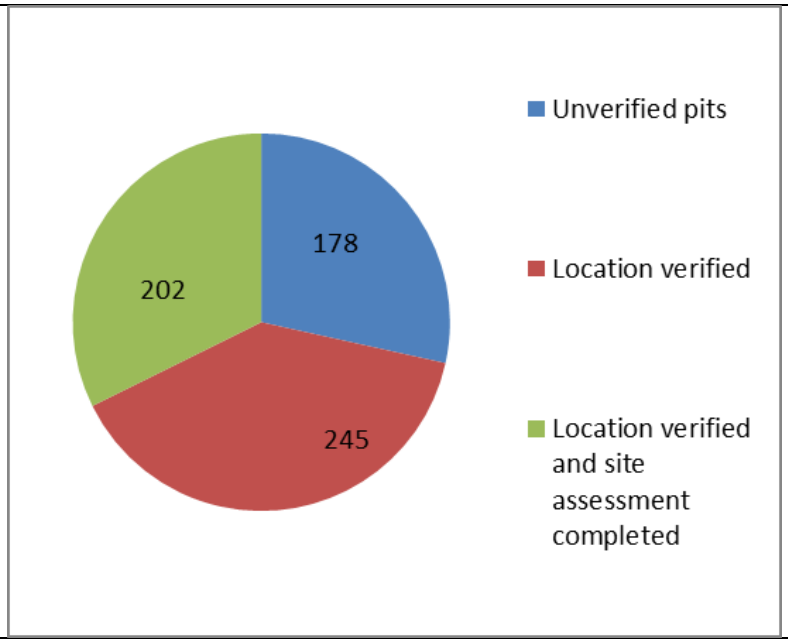
White Hill Pit, Monto-Mount Perry Road. (Pit subject to EHP warning). Remediation works completed.

Daisy's Pit, Gospel Hall Road. (Pit subject to EHP warning). Remediation works completed.

Allen's Pit, Remediation works - stage one completed. Planning next phase of works at the site.

Gravel Pit Site Assessment's completed

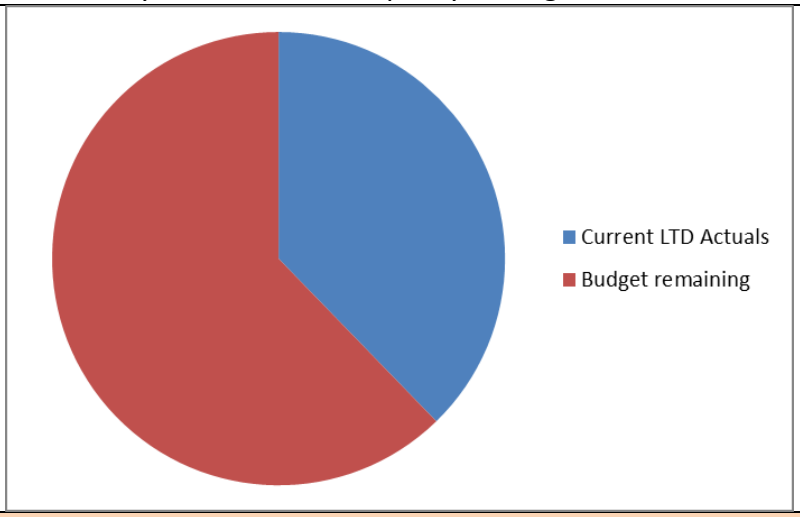
- **Site visit**
- **Mapped**
- **Compliance assessment**
- **Current usage reviewed**



Water Sources

- **Extraction points for road maintenance and construction**

- 89 water sources mapped

Gravel Pit Testing	• Gravel of 34 pits tested to date • Presentation of gravel pit results to date at works meeting
Other	• Working with Planning Department regarding the compliance with Planning Act 2016 for all gravel pits across the North Burnett region. • Presentation from Department of Natural Resource and Mines in January 2018 on Council quarry management models and safety.
Program Budget	
FUTURE WORKS: Planning for a month in advance:	
• Continue verification of pit location and details, including site assessments in Monto area. • Commence revegetation trials. • Continue compliance review of sites.	

7 ENVIRONMENTAL REPORTS

7.1 ENVIRONMENTAL SERVICES MONTHLY REPORT

Doc Id: **854878**

Author: **Jeff Miles, Environmental Services Manager**

Authoriser: **Trevor Harvey, General Manager of Strategy, Innovation and Assets**

Attachments:
1. **NRM report November-December 2017.docx [854759]**
2. **EH Report November December 2017.docx [853790]**

INTRODUCTION/BACKGROUND

This report summarises activities for November 2017 and December 2017 by the Environmental Health and Natural Resource Management streams within the Environmental Services Section.

OFFICER COMMENTS/CONCLUSION

That Council receives the report and notes:

1. Customer requests regarding African Love Grass continue to be received despite the weed not being a scheduled pest and that further discussion should occur during the Biosecurity Planning Process.
2. A trial on the management of Parthenium is being initiated by the Department of Agriculture and Fisheries that should be supported by Council.
3. An Aedes aegypti mosquito survey in partnership with Queensland Health will commence in Mount Perry.

Natural Resource Management Monthly Report

November - December 2017

Contents

Property Inspection "Biosecurity Program" and Weed Management 1
Bio-control Facility - Monto.....2
Bio-control - Parthenium.....3
Wild Dog/Dingo Management.....4
Other Feral Animals Management and Invasive Pest Management.....4
Flying Fox Management and Monitoring.....5
Department of Transport and Main Roads.....5
Customer Service Requests and Equipment Hire for July 5

Property Inspection "Biosecurity Program" and Weed Management

A new property inspection "Biosecurity Program" that operates under the Biosecurity Act 2014 was adopted by Council on the 15/2/17. The latest media alerts as to Land Protection Officers intention to enter and inspect properties have been issued in the CNBTimes.

NBRC's LPOs continue to engage and work with the community to manage invasive weed pests. This engagement and participation includes both customer service requests and property inspections.

Good general rainfall across the Nth Burnett saw gullies and stream flows improve which was good news for the majority of landholders but has also aided the spread of noxious weeds such as *Parthenium* downstream from some problem properties.

A meeting was held in Biggenden on the 23rd November between representatives of Sunwater, Eric Dyke from Bundaberg Regional Council, Jeff Miles, Neale Jensen and Jenny Voigt.

There was an overall dissatisfaction with the levels of Parthenium coming down from Degilbo/Tawah Creeks that feeds into the Burnett River below Paradise Dam and hence into the BRC area.

There are 3 main properties with ongoing Parthenium Issues that are spreading seed into neighbours and the gully system with each rain event. Despite regular contact and some attempt at spraying on each property, it was acknowledged that little visible difference can be seen and this is causing unrest between neighbours and those further downstream.

NBRC recently contributed to a submission for funding by BMRG for a joint control effort which was unsuccessful. There may be other funding opportunities early in the New Year and we will continue to liaise with BMRG and contribute to these submissions.

In the meantime Jeff Miles and Jenny Voigt have met with the landholder at the top of Fairview Creek which is the main source of Parthenium seed. Offers of assistance were made and seem well received. It is hoped that a once-off large-scale spray by LPO's of boundary buffers and the road reserve that runs through the property, will bring the weed level down to something the property owners can manage on their own along with the good levels of bio-control that are endemic on the property now. The timeframe for this will be mid-January.

LPOs have been involved in a number of service requests in relation to reported outbreaks of invasive weeds including inspections and spraying.

These requests along with Biosecurity program property inspections carried out over November and December have resulted in:

November

Biosecurity Property Inspection Program and Management

(Includes Invasive Pest Detections, requests for control and reported outbreaks actioned)

	Monto		Eidsvold		Mundubbera		Gayndah		Biggenden		Mt Perry	
Pest	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Parthenium	3	13		1	4	15	7	11	15	26		4
Giant Rats Tail	1	5			2	3	1	3		1		7
Rubbervine				3	1	3		1		3		
Mother of Millions		12			1	22		13		20		8
Honey Locust												
Cats Claw Creeper							1	1				
Lantana		3				1		2		7		3
Chinee Apple												
Galvanised Burr	1	6		1		2		1				1
Clean Roads Inspection		2			1	6		2		2	1	3

December

Biosecurity Property Inspection Program and Management

(Includes Invasive Pest Detections, requests for control and reported outbreaks actioned)

	Monto		Eidsvold		Mundubbera		Gayndah		Biggenden		Mt Perry	
Pest	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Parthenium	3	16		1	3	18	3	14	3	29	2	6
Giant Rats Tail	3	8				3		3	7	8	7	14
Rubbervine				3		3		1		3		
Mother of Millions		12				22	1	14		20		8
Honey Locust												
Cats Claw Creeper								1				
Lantana		3				1		2		7		3
Chinee Apple												
Galvanised Burr		6		1		2		1				1
Clean Roads Inspection	1	3		1	1	7		2		2	1	4

Bio-control Facility – Monto

NBRC has been collaborating with the Burnett Catchment Care Association, Monto Landcare and Monto State High School to resurrect the Bio-control facility on the school grounds.

The head teacher and Principal of Monto High School have taken positions on the Sunshine Coast for this coming year. We will be liaising with the Science and Ag Teachers over the coming months and meet with the new Principal when he/she starts.

A small population of Cats Claw Creeper plants has been moved to the High School greenhouse and maintained over the School break. More tubers will be collected and potted up early February.

The facility is ready to go following a clean out and set-up of the irrigation system. At this stage the main focus is to get a good population of the plants ready for bio-control purchase in March and do the final tweaking of the facility to make it suitable for habitation.

Bio-control – *Parthenium*

The NRM team has been working with a team from the Dept. of Agriculture and Fisheries as part of their Invasive plant and animal research to release and monitor Bio-control agents for *Parthenium.*

Two releases of Rust were carried out at one site in Biggenden and two along the Monto/Mt Perry Road in November/December. This has resulted in visible spread at the release sites and one landholder is reporting further spread beyond the site. It is hoped more wet/humid weather and winds in the Jan-Feb will result in further spread.

Summer Rust on *Parthenium* – Mt Perry/Monto Rd

Jenny Voigt and Jeff Miles are due to meet with members of DAF Biosecurity in mid-Jan to discuss the potential to run a 3-5yr trial looking at different management techniques for Parthenium (dependant on a successful funding application to be submitted by DAF).

The treatments applied would most likely be Biological Control (BC), BC and Grazing Management and BC with different herbicide frequencies.

Two potential sites have been flagged, one at Splinter Creek and one on a property along Monto/Mt Perry Rd. Once the sites are established there is the scope to extend the trial to other areas in the Nth Burnett to reflect different soil types and micro-climates.

Wild Dog / Dingo Management

Below is a table of Wild Dog / Dingo Management statistics for NBRC in November and December:

Wild Dog / Dingo Management - November

	Monto		Eidsvold		Mundubbera		Gayndah		Biggenden		Mt Perry	
Activity	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Coordinated Baiting Program (kg)		165.5				160		206				
Private Baiting (kg)		4		1		31		258	70	73		
Doggone Baits Sold (each)	24	156				108		76				
Scalp Bounty (each)	8	18	3	39		24	6	21				
Foothold Traps (each)												

Wild Dog / Dingo Management - December

	Monto		Eidsvold		Mundubbera		Gayndah		Biggenden		Mt Perry	
Activity	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Coordinated Baiting Program (kg)		165.5				160		206				
Private Baiting (kg)		4		1		31		258		73		
Doggone Baits Sold (each)		156				108		76				
Scalp Bounty (each)	5	23		39		24	3	24				
Foothold Traps (each)												

An opportunity exists to improve the effectiveness of the program by raising the scalp bounty to $40 which would bring it in line with other councils. This is due to evidence that older/wiser dogs have learnt to avoid 1080 baits and there are reports of increasing attacks, despite regular baiting, especially in the Monto area.

It is not suggested that we start a Wild Dog eradication campaign across the whole North Burnett but rather the encouragement of local trappers to clean up problem areas and maintain them. This should be more sustainable then short term pushes (e.g. BMRG funding for a short period of time involving some outsourced trapping).

There are some very good local trappers that could be encouraged to maintain their lower fees to landholders if the bounty itself was raised.

Other Feral Animals Management and Invasive Pests Management

Feral Pigs

Some Feral Pig snouts and tails are being presented to Council by people claiming the Bounty. There hasn't been a huge response to date (see Table below – Calendar Year for Pig Snouts).

Pig Management (Calendar Year)												
	Monto		Eidsvold		Mundubbera		Gayndah		Biggenden		Mt Perry	
Activity	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Pig Snouts		85		123		43		64				
Pig Traps (each)						2		5				

Rabbits

A new strain of Calicivirus (RHDV1-K5) is available and Council has received some enquiries from people interested in cleaning up localised populations. The virus works better being released at the back end of spring or summer when there are flies around and few kittens.

LPO's have done some releases of the Calicivirus in November/December and reports back from landholders have been very positive with good kills recorded.

Flying-fox Management and Monitoring

A small colony of Black Flying Foxes remains at Mundubbera and is being monitored.

The colony of LRFF formed behind the old bakery in Eidsvold moved on shortly before Christmas.

Department of Transport and Mains Roads (TMR)

The 2017/18 Element 5 – Weed Management Contract for NBRC has been finalised and funds are allocated. LPO's have an updated list of Job Cost numbers for each weed and following recent rain, will begin weed control on anything germinating.

An issue is developing over the preference of TMR not to fund us for the control of African Love Grass (ALG) apart from three roads in the Eidsvold/Mundubbera area. Their main reasoning is that the weed is widespread, not declared or noxious and is becoming more an individual management decision for landholders.

A concession was granted for Roads 41C (Burnett Highway 108 km from Binjour to Abercorn turn-off), 435 (Durong Rd) and 454 (Eidsvold Theodore Rd) in the Mundubbera/Eidsvold region. This was mainly due to the push in recent times to have the weed declared locally (which was rejected) and the obvious strong feeling in this region. This will be reviewed during the next financial years funding application for Element 5.

We are still getting service requests for spraying of ALG along Council maintained roads in other areas however, and a decision needs to be made as to whether we continue to do so.

There is the obvious potential for the weed to spread from TMR roads to others during slashing and other activities as well as from properties in general onto roads. This would mean control would continue indefinitely with no real result. No doubt there would also be confusion amongst the public as to why we are spending the money on some roads and not others.

The decision needs to be made as to whether we continue to attempt ALG management in the Nth Burnett or do we take an "all or nothing" approach, explain our decision to the public and save dollars on LPO's time and chemical cost?

Customer Service Requests and Equipment Hire for October

Customer Service Requests - November

Type of Request	Monto		Eidsvold		Mundubbera		Gayndah		Biggenden		Mt Perry	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Wandering Livestock reports		57		1	4	21	2	33	6	49		1
Declared Pest Reports						1						
a. Council responsible locations		1						2				
b. Community guidance/assistance		4				3	1	1		8		
c. Baiting & Wild Dog Mgt Enquiries		12		1		17		20		6		1
d. Equipment Hire (Includes Spray Units)		2	5	9		1		2	1	5		1
Approval to Burn				1		4		4				3
Stock Route Grazing/Travel Permits						1				1		1
Other	29	62			36	94	35	106	30	92	15	52
Flying Foxes	2	6		1	5	8	5	14	3	3		
Mosquitos		1				1		3	1	2		

Customer Service Requests - December

Type of Request	Monto		Eidsvold		Mundubbera		Gayndah		Biggenden		Mt Perry	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Wandering Livestock reports		57		1	2	23		33	3	52		1
Declared Pest Reports						1						
a. Council responsible locations		1						2				
b. Community guidance/assistance		4				3		1		8		
c. Baiting & Wild Dog Mgt Enquiries		12		1		17		20		6		1
d. Equipment Hire (Includes Spray Units)		2		9		1		2		5		1
Approval to Burn				1		4		4				3
Stock Route Grazing/Travel Permits						1				1		1
Other	11	73			25	119	31	137	22	114	20	72
Flying Foxes		6	1	2	4	12	1	15		3		
Mosquitos		1				1	1	4		2		

Wandering Livestock Reports

Due to recent rain the number of wandering livestock reports have lessened, however, a small number of land holders continue to allow their stock to graze on roadsides and neighbouring land.

Portable yards from Banana Shire are still on standby and will be used again in the near future once a compliance letter has been sent and the correct time period has passed. Quotes for a set of portable yards to be owned by the NBRC have been sourced and will be submitted for budget planning.

Equipment Hire

The ongoing intention in the future is to improve community awareness and utilisation of NRM Equipment that can help the community in managing their invasive species issues. Given that Council is hiring equipment to the community, Council will need to ensure that in future the equipment is of an appropriate condition/standard (i.e. covering public liability and community acceptance). Some of the equipment is aging and becoming less reliable, which warrants some replacement.

A request for the purchase of a Rapid-spray unit will be submitted for budget planning.

Environmental Health Monthly Report
November – December 2017

Contents

Environmental Health Monthly Report Summary 1
Environmental Health Customer Service Request Overview 2
Food Business Licencing 2
Local Government Notifiable Disease Report for North Burnett 2
Vector Management 3
Vermin/Vector Investigations 4
Waste Management Facilities 4
Waste Management Facilities Updates 4
Garbage Collection Statistics 4
Illegal Dumping Investigations 4
Waste Education Activities 5
Wide Bay Burnett Regional Education Officer's Meeting Update 5
Environmental Compliance Statistics 5
Environmental Nuisance Investigations 5
Water Testing Investigations 5
Environmental Health Learning and Development Opportunities 5
Monthly Media Schedule 6

Environmental Health Customer Service Request Overview

Environmental Health	31
Noise	6
Odour, Dust and Smoke	8
Rubbish Collection/Bin Repairs	63

Food Business Licencing

All Food Businesses must be licenced under the Food Act 2006 and comply with the Australian Food Standards. These food businesses must be inspected, and are subject to offences and enforcement methods as a licensed food business.

Food Business Inspections	Monthly Compliance Statistics	Compliant FYTD
Number of routine inspections (including annual reviews)	0	6
Re-inspection	0	0
Number of complaint inspections	0	1
Request for Search	0	0

Application Assessments	Monthly Statistics	FYTD
New Application – Mobile Food Business	0	0
New Application – Temporary Food Business	3	4
New Application Fixed	0	2
Amendment	0	7
Food Safety Programs	0	3
Food Business Licence Renewals Processed	0	28

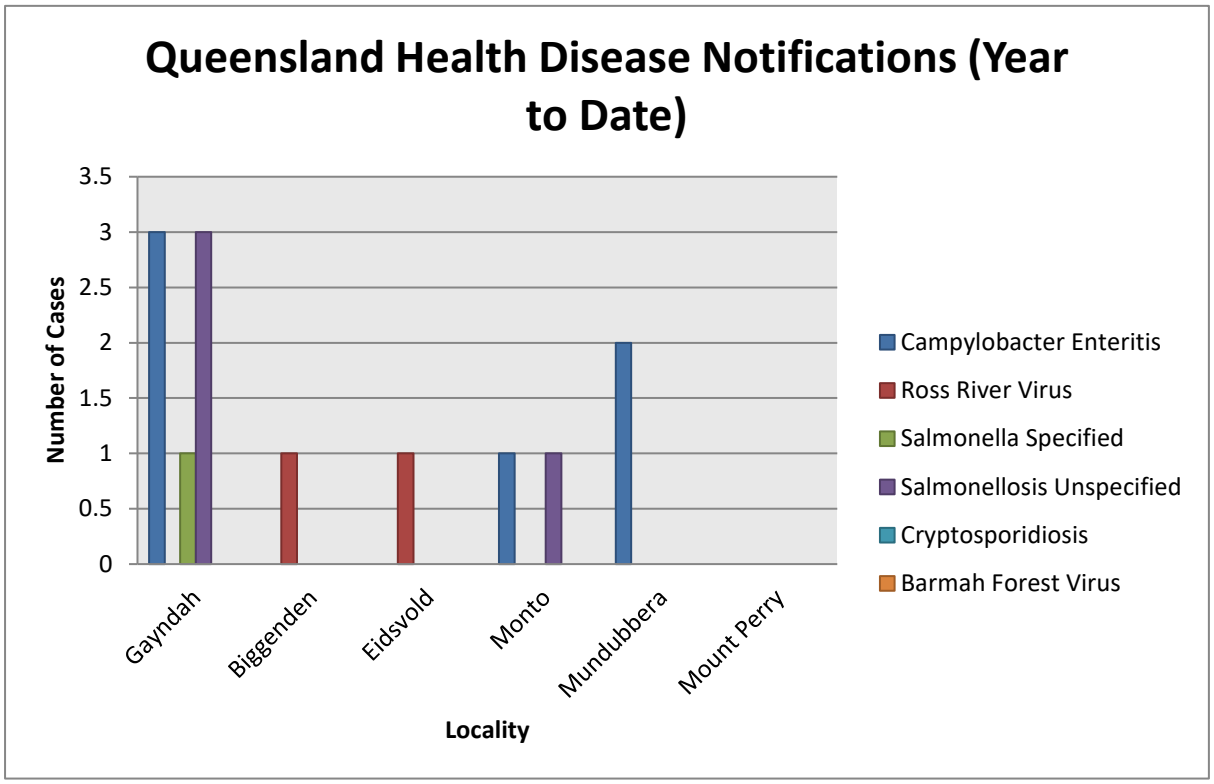
General Food Enquiry Tasks	Number of Tasks – Monthly	Number of Tasks FYTD
General Enquiries	13	31

Public/Community Food Event Notifications	Monthly Notification Statistics	Number of Tasks FYTD
Number of Food Notifications	26	73

Local Government Notifiable Disease Report for North Burnett

A notifiable disease is any disease that is required by law to be reported to government authorities. The collation of information allows the authorities to monitor the disease, and provides early warning of possible outbreaks.

1.	2. Gayndah	3. Biggenden	4. Eidsvold	5. Monto	6. Mundubbera	7. Mount Perry
8. Campylobacter Enteritis	9. 3	10. 0	11. 0	12. 1	13. 2	14. 0
15. Ross River Virus	16. 0	17. 1	18. 1	19. 0	20. 0	21. 0
22. Salmonella Specified	23. 1	24. 0	25. 0	26. 0	27. 0	28. 0
29. Salmonellosis Unspecified	30. 3	31.	32. 0	33. 1	34. 0	35. 0
36. Cryptosporidiosis	37. 0	38. 0	39. 0	40. 0	41. 0	42. 0
43. Barmah Forest Virus	44. 0	45. 0	46. 0	47. 0	48. 0	49. 0



Vector Management

Mosquito monitoring is being undertaken throughout the region.
Mosquito investigations undertaken by Environmental Health Staff during the month include:

- Moreton Street, Eidsvold – Doc ID 849318
  - Breeding present in cattle troughs, larvae were 3rd and 4th instar.
  - Approval given for the troughs to be treated with ProLink Pellets.
- Pine Street, Kalpowar – Doc ID 842835
  - Resident treated the water

Council will be working with Queensland Health CSIRO to set traps in the Mount Perry. The aim of the project is to investigate if there are Aedes aegypti breeding in the area. Further information will

be provided in the January report following the Mosquito Borne Disease Management Sub-Group Meeting.

Vermin/Vector Investigations

Vermin/Mosquito Complaints	Number of Tasks for the month	Number of Tasks - FYTD
Vermin	1	1
Mosquito	3	7

Waste Management Facilities

Waste Management Facilities Updates

Landfill Inspections Undertaken	Number for the month	Number - FYTD
Routine	6	30
DEHP Compliance audit inspections	0	0
Hazard Inspection Undertaken by Health Staff	3	5

Garbage Collection Statistics

Kerbside Collection	Monthly Units	Units - FYTD
Domestic	26979	77972
Additional Services	81	234
Infirmed	261	768
Commercial and School	9533	27599
Litter Service	1759	5056
Not for profit	1116	3224
Events	75	145
Total Services	17632	114998

General Waste Enquiries	Number of Tasks for the Month	Number - FYTD
General Enquiries	14	14

Storm Damage

Due to recent wet weather/storm events at the end of October, Council was requested to open the Monto Waste Management Facility out of hours to assist with storm debris clean up. Arrangements were made with local Parks and Gardens staff to attend. Out of hours fee was waived as during working week and staff were available to assist.

Illegal Dumping Investigations

Illegal dumping is the unlawful deposit of any type of waste material of an amount of 200 litres (about the volume of an average wheelie bin) or more.

Illegal Dumping Statistics	
Number of Tasks for the month	Number of Tasks FYTD
2	6

Waste Education Activities

Wide Bay Burnett Regional Education Officer's Meeting Update

- Meeting scheduled for January

Environmental Compliance Statistics

Environmental Nuisance Investigations

Environment Tasks	Number of Tasks for the month	Number of Tasks - FYTD
Dust/Smoke	1	5
Odour	5	6
Noise	6	8
Suspected Contamination Task	0	1
Other	2	4

Water Testing Investigations

Water Testing Tasks	Number of Tasks for the month	Number of Tasks - FYTD
Residential	0	2
Commercial	0	0

Council Swimming Pool Compliance Inspections	Number of Monthly Compliance Audits	Outcomes from Inspection
Gayndah	1	• No nappy changing facilities available.
Biggenden	1	• No hand soap available in amenities. • No documented procedure for faecal incidents. • No nappy change facilities available.
Eidsvold	1	• No nappy change facilities available.
Monto	1	
Mundubbera	1	• No hand soap

		available in amenities.

Environmental Health Learning and Development Opportunities

- Nil

Monthly Media Schedule

Subject	Number of Media Releases
Balloon Litter	1
Food Safety Week	7
Mosquito Prevention	1
Water Carriers	1

7.2 QUEENSLAND CONTAINER REFUND SCHEME

Doc Id: **855049**

Author: **Jeff Miles, Environmental Services Manager**

Authoriser: **Trevor Harvey, General Manager of Strategy, Innovation and Assets**

Attachments:
1. **QLD CRS - RFP - Volume 1 (Add1).pdf [855023]**
2. **QLD CRS - RFP - Volume 2 (Add1).docx [855024]**

INTRODUCTION/BACKGROUND

The Queensland Government will introduce a state wide container refund scheme from 1 July 2018. The scheme will be legislated under the *Waste Reduction and Recycling Act 2011* to increase the rate of recycling and to reduce the impact of drink container litter into the natural environment.

The Government has appointed Container Exchange to administer the scheme. That company has released tender documents which are attached. Despite being touted as a transparent scheme, the company declined a request to provide a copy of a presentation given in Bundaberg on 24 January 2017. All enquiries are to be by email with no phone contact details provided. Although some consultation was made by the State in the planning phase, the Department of Environment and Heritage Protection has not directly communicated with Council during this implementation stage.

Some key points from that presentation are:

- The scheme will only apply to containers sold after 1 July 2018 bearing nominated bar codes.
- The scheme is being funded through the beverage industry.
- The State has nominated container refund point locations including Biggenden, Mundubbera and Monto within the North Burnett.
- Tender submissions are invited for container refund points, container processing, transport and the like with proposals due 12 February 2018.
- The target market for tender submissions is any organisation whether it be commercial, community or governments.
- Opportunities also exist for mobile container refund point operations.
- Donation points may be established by community and not-for-profit groups however they must then transport containers to a refund point.
- Most plastic containers and certain types of glass are included in the scheme.
- Container Refund Points will pay ten cents per container.
- Container Refund Points will be responsible for all initial capital for establishment including buildings, security, material storage and transport movement areas.
- Baling will be necessary for plastics prior to transport.
- Container refund points will also be responsible for collection, counting, sorting, secure storage, cages, preparation for pick up, data reporting, legislative compliance, assistance with auditing and verification in addition to ensuring a safe and clean environment.
- Containers may be rejected and then would possibly be sent to landfill.
- Processing Providers will validate the number and type of containers, prepare the collected containers for recycling and sell materials to recyclers.
- Logistic Providers will be responsible for pick-up and delivery.

Types of Container Refund Points can be:

1. Traditional depot style refund points;
2. Drop-off refund points;
3. Reverse vending machines; and
4. Mobile refund points.

Container Exchange said the deployment of the scheme will be dependent upon the submissions received. Where a market failure occurs (i.e. no tender submissions), Container Exchange will undertake further enquiry throughout the regions.

The proposed container refund scheme, despite being a Queensland Government initiative, presents a number of issues for Council. A community expectation may exist that Council champions the scheme and establish some form of container refund point operation within the area. Unfortunately, the capital and operating costs have not been budgeted in the current or future years. The creation of container refund points will require design and development approvals that may also impact upon nominated time frames. As a market based approach, there is no guarantee that Container Exchange will support operators in the future especially since most recycled plastics are exported to China where there may be a decline in projected resource requirements.

OFFICER COMMENTS/CONCLUSION

Council should not tender any proposal for the Container Refund Scheme due to the cost and risk associated with participation. A media release should also be considered to manage community expectations.

RECOMMENDATION

That Council resolve as follows:

1. That Council at this point in time not tender any proposal for the Container Refund Scheme.
2. That the Chief Executive Officer prepare a media release on Council's position not to tender a proposal for the Container Refund Scheme.
3. That Council write to the Department of Environment and Heritage Protection expressing concern over the amount of communication that Council and the community has received during the tender stage of the Container Refund Scheme.

COEX
CONTAINER EXCHANGE

REQUEST FOR PROPOSAL

QLD Container Refund Scheme

Container Refund Point Operator
Processing Provider
Logistics Provider

Volume 1: Overview and General Requirements

CLOSING TIME: 12:00 PM (AEST), 12 February 2018

Commercial – In – Confidence

2 January 2018, Updated for Addendum 1

Queensland Government

Message from the Department of Environment and Heritage Protection

Drink containers make up a significant proportion of the litter stream and are manufactured from materials such as aluminium, plastic and glass that are readily able to be recycled. With almost three billion bottles and cans used in Queensland every year, we have an opportunity to reduce the amount of waste going to landfill and significantly improve recycling rates.

In September 2017, the Queensland Parliament passed amendments to the *Waste Reduction and Recycling Act 2011* to provide for the introduction of a state wide container refund scheme, to commence on 1 July 2018. The Scheme aims to increase the rate of recycling and to reduce the impact of drink container litter in our natural environment.

Container Refund Points will be the public-face of the Scheme, and these operations will be at the forefront of Scheme activities. Container Refund Points provide the public with the opportunity to take part in the Scheme, by providing a 10 cent refund for empty drink containers that are returned.

A network of at least 307 Container Refund Points will be established across the state, providing access for at least 98% of Queenslanders to participate in the Scheme, and helping to facilitate the recovery and recycling of empty drink containers.

On behalf of the Department of Environment and Heritage Protection, I am very pleased to announce that Container Exchange, in its capacity as the Applicant to become the Product Responsibility Organisation (PRO) to administer the Scheme, is now formally inviting proposals to establish Container Refund Points across Queensland to support delivery of the Scheme on 1 July 2018.

The department looks forward to working with Container Exchange and the successful Container Refund Point Operators to deliver a successful Scheme.

Jim Reeves
Director General
Department of Environment and Heritage Protection

IMPORTANT NOTICE

This Request for Proposal (RFP) has been prepared by Container Exchange.

The terms in this notice, which are further set out in Section 7 of Volume 1 of this RFP, are a condition of, and will apply to, any Respondent's participation in the Tender Process. However, this RFP and its attachments do not constitute an offer capable of acceptance and therefore do not form:

1. any type of process contract or any other obligation on Container Exchange to the Respondent in connection with the RFP, the Tender Process or the Services; and
2. a contract, arrangement or understanding for the provision of the Services, unless and until an Agreement is entered into by Container Exchange and the Respondent.

Container Exchange does not make any representation or warranty as to the accuracy or completeness of the information in this RFP, or that it has been audited, verified or prepared with reasonable care, or that it is the totality of the information that may be required by Respondents. Respondents should conduct their own independent investigations, review and analysis of the Scheme and the information set out in this RFP.

This RFP and any attachments are confidential and intended solely for the Respondent. The Respondent acknowledges that it has received this RFP and any attachments and will ensure that the contents of this RFP, any attachments and any other information provided by Container Exchange ("confidential information") is kept confidential. The provision and use of the confidential information is subject to the RFP Terms and Conditions.

The Respondent must only use the confidential information for the purpose of responding to Container Exchange in respect of the Queensland Container Refund Scheme (“CRS” or “the Scheme”).

The Respondent must not disclose, or cause or permit the disclosure of, the confidential information. Any disclosure of the confidential information could cause considerable commercial and financial detriment to Container Exchange.

Contents

Glossary **3**

1. Introduction **6**

1.1. Objectives of this RFP 6

1.2. Structure of this RFP 6

1.3. Background 6

1.4. Types of Container Refund Points 10

1.5. Access and Coverage of Container Refund Points 11

1.6. Geographic Regions 13

2. Scope and Commercial Terms – Container Refund Points **15**

2.1. Container Collection Services 15

2.2. Container Collection Agreement 22

3. Scope and Commercial Terms – Processing Services **26**

3.1. Processing Services 26

3.2. Processing Services Agreement 31

4. Scope and Commercial Terms – Logistics Services **34**

4.1. Logistics Services 34

4.2. Logistics Services Agreement 36

5. Variant Proposals **40**

6. Tender Process **41**

6.1. Registration 41

6.2. Tender Process 41

6.3. Timing of the Tender Process 43

6.4. Proposal Requirements 43

6.5. Lodgement of Proposals 43

6.6. Minimum Requirements 43

6.7. CRPO Book Build Process 44

6.8. CRPO Exclusivity Period 45

6.9. Processing Provider Evaluation Process 45

6.10. Logistics Provider Evaluation Process 45

6.11. Enquiries 46

6.12. RFP Briefing Sessions 46

6.13. Probity for the Tender Process 47

6.14. Probity and Security Investigations 47

7. RFP Terms and Conditions 49

7.1. Liability 49

7.2. No Warranties 49

7.3. Respondents to Inform Themselves 49

7.4. Assessment Criteria 49

7.5. Costs of Responding 50

7.6. Pricing Information 50

7.7. Reservation of Rights 50

7.8. Decision Making 51

7.9. Confidential Information and RFP documents 51

7.10. Reliance by Container Exchange 51

7.11. Non-collusion Obligation 51

7.12. Normal Course of Business 52

7.13. Conflicts of Interest 52

7.14. Legal Implications of this Request 52

7.15. Governing law 53

Attachment A: Container Collection Agreement 54

Attachment B: Detailed List of Target Container Refund Point Locations by Region 55

Attachment C: List of Eligible Beverage Containers 61

Glossary

Term	Definition
Act	The *Waste Reduction and Recycling Act 2011*
Agreement	One or more of the Container Collection Agreement, Processing Services Agreement and Logistics Services Agreement
Area	Refers to the specific area (LGA and town) identified by the Queensland Government under the Scheme. Refer to **Attachment B** for a list of the Areas
Beverage Manufacturers	All companies in the business of manufacturing, importing and distributing beverage products in Queensland as defined by s99O of the *Waste Reduction and Recycling Act 2011*
Book Build Process	The process described in **Section 6.7**
Closing Time	12:00 PM (AEST), 12 February 2018
Confidential information	This RFP and any attachments and any other information provided by Container Exchange in connection with the Tender Process
Container Collection Agreement	The standard agreement between Container Exchange and each Container Refund Point Operator, being the pro-forma agreement included at **Attachment A**, subject to any minor amendments or updates required by Container Exchange
Container Exchange	Container Exchange (QLD) Limited
Container Refund Point	Facilities or locations where members of the public can exchange Eligible Containers for Refund Amounts
CRP	Container Refund Point
CRPO	Container Refund Point Operator
CRP Services	Has the meaning given in **Section 2.1** of this RFP
CRS	The Queensland Container Refund Scheme
Donation Point	A container collection facility operated by a not for profit organisation to receive gifts of Eligible Containers from members of the public
The Department	Department of Environment and Heritage Protection
Eligible Container	A container that is approved and registered and to which the Refund Amount applies (**Attachment C**)
ERP	Electronic Resource Planning
Handling Fee	The fee per container payable to a Container Refund Point Operator for providing CRP Services under the Container Collection Agreement
HDPE	High-density Polyethylene
Logistics Provider	Providers of Logistics Services
Logistics Services	As set out in **Section 4.1** of this RFP
Logistics Services Agreement	The agreement between Container Exchange and each Logistics Provider to deliver Logistics Services, the key terms of which are set out in **Section 4.2** of this RFP (subject to any minor amendments or updates required by Container Exchange)
Material Auction Platform	Has the meaning given in **Section 3.1.6** of this RFP

Material Type	The following material categories: • Glass; • Polyethylene Terephthalate ("PET"); • High-density Polyethylene ("HDPE"); • Aluminium; • Steel; • Liquid Paper Board; • Other plastics.
Minimum Requirements	The criteria that all Respondents must be able to demonstrate they can meet in order for them to be considered to deliver Services, as set out in **Section 6.6**
Minister	The Minister for Environment and Heritage Protection (at the time of issuance)
MRF	Material Recovery Facility
MRFO	Material Recovery Facility Operator
PET	Polyethylene Terephthalate
PRO	Product Responsibility Organisation or Container Exchange
Probity Advisor	As set out in **Section 6.13**
Processing Centre	An approved facility where Processing Services are performed by a Processing Provider
Processing Provider	Providers of Processing Services
Processing Services	As set out in **Section 3.1** of this RFP
Processing Services Agreement	The agreement between Container Exchange and a Processing Provider to deliver Processing Services, the key terms of which are set out in **Section 3.2** of this RFP (subject to any minor amendments or updates required by Container Exchange)
Proposal	A proposal submitted by a Respondent in response to the RFP
Proposal Requirements	As set out in **Section 6.4.** For the avoidance of doubt, the Proposal Requirements include the Minimum Requirements
QLD	Queensland
Recycle	The processing of used materials into new products. This may mean manufacturing back into the same product (e.g. bottle to bottle) or processing to a specification for use in other applications (e.g. road construction, drainage material)
Recycler	Facilities that recycle the materials for the Queensland Container Refund Scheme
Refund Amount	The amount stated in regulation that is payable to a person who takes an Eligible Container to a Container Refund Point. The Refund Amount is currently set at 10c per Eligible Container
Respondent	A person, body corporate or other legal entity who, either in their own right or on behalf of a proposed or established consortium, submits a Proposal in response to this RFP
RFP	This Request for Proposal

Region	Refers to the 14 geographic regions identified by the Queensland Government under the Scheme. Refer to **Section 1.6** for a list of the Regions
RVM	Reverse vending machine
Scheme	The beverage container refund scheme established by the Queensland Government through the Queensland Department of Environment and Heritage Protection pursuant to Part 3B of Chapter 4 of the *Waste Reduction and Recycling Act 2011* (Qld)
Scheme Commencement Date	1 July 2018, from when members of the public will have the ability to take empty Eligible Containers to a Container Refund Point and in return will receive the Refund Amount
Services	One or more of the CRP Services, Processing Services and Logistics Services
Tender Process	The process set out in **Section 6.2**
UHT	Ultra heat treated
Variant Proposal	As defined in **Section 5**
WHS	Workplace Health and Safety

1. Introduction

1.1. Objectives of this RFP

In September 2017, the Queensland Government amended the *Waste Reduction and Recycling Act 2011* (the Act) to provide for the introduction of a state wide Container Refund Scheme (the Scheme), to commence on 1 July 2018. The Scheme aims to increase the rate of recycling and to reduce the impact of beverage container litter on the natural environment.

Container Refund Point Operators (CRPOs) will operate Container Refund Points (CRPs) – sites where members of the public can return empty beverage containers in exchange for a 10 cent Refund Amount. CRPOs will be paid a Handling Fee for each Eligible Container that is collected.

The objective of this Request for Proposal (RFP) is to seek Proposals from organisations (including individuals, body corporates and other entities, whether on their own behalf or on behalf of a consortium) wanting to become CRPOs, to facilitate the establishment of a robust, sustainable and value for money CRP network by the Scheme Commencement Date.

This RFP also seeks Proposals from organisations to deliver Processing Services and Logistics Services.

In addition, this RFP will allow Respondents with additional capabilities to provide other complementary services to submit a Variant Proposal to be considered by Container Exchange.

1.2. Structure of this RFP

The RFP comprises of two Volumes, of which this document is *Volume 1: Overview and General Requirements.*

The contents of each Volume are outlined below:

Volume	Description
Volume 1: Overview and General Requirements	This document, providing information and instructions to Respondents.
Volume 2: Proposal Response Form	The response form required to be completed by Respondents, which will form their Proposal in response to this RFP.

1.3. Background

1.3.1. *Queensland Container Refund Scheme*

The Scheme aims to encourage the collection and recycling of empty beverage containers by providing incentives in the form of a Refund Amount payment and handling and processing fees. The Queensland CRS follows the introduction of schemes in South Australia, the Northern Territory, and New South Wales (1 December 2017).

As stated in the Act, the Scheme aims to:

- Increase the recovery and recycling of empty beverage containers;
- Reduce the number of empty beverage containers that are littered or disposed of to landfill;
- Ensure the manufacturers of beverage products meet their product stewardship responsibility in relation to their beverage products;
- Provide opportunities for social enterprise, and benefits for community organisations; and
- Complement existing collection and recycling activities for recyclable waste.

A 10 cent Refund Amount will be given to members of the public in return for each Eligible Container brought to a CRP. The Scheme will apply to most beverage containers between 150mL and 3L in size (refer to **Attachment C**).

1.3.2. *Container Exchange*

Pursuant to the Act, the Scheme will be operated by a Product Responsibility Organisation ("PRO"), who will govern and administer the Scheme on behalf of the State. The PRO is required by the Act to be a not-for-profit company that has a Board structure that comprises of nine directors, including:

- A chair who is independent of the beverage industry and is approved by the Minister;
- At least one director who represents small Beverage Manufacturers;
- At least one director who represents large Beverage Manufacturers;
- At least one director who represents the interests of the community, is independent of the beverage industry and is approved by the Minister; and
- At least two directors who have legal or financial qualifications and are independent of the beverage industry.

The Minister for Environment and Heritage Protection ("the Minister") has conditionally appointed Container Exchange as the PRO. Container Exchange reserves the right to withdraw or terminate the Tender Process if the Department chooses to not proceed with the Scheme or otherwise does not unconditionally appoint Container Exchange as the PRO.

As PRO, Container Exchange will be responsible for:

- **Scheme Accessibility** – Establishing a network of Refund Points to provide communities in Queensland with access to a place for the return of empty beverage containers;
- **Product Stewardship** – Ensuring that Beverage Manufacturers fund the Scheme;
- **Scheme Payments** – Setting and facilitating payments under the Scheme;
- **Scheme Awareness** – Promoting the Scheme and managing of complaints with respect to both members of the public and Scheme Participants;
- **Recycling Materials** – Ensuring ongoing, efficient and effective arrangements are available in Queensland for empty beverage containers to be collected, sorted and recycled; and
- **Scheme Integrity** – Ensuring that the Scheme is transparent, fair and equitable.

Container Exchange has been founded by members of the beverage industry to realise the objectives of the Scheme, in recognition of the responsibility that the beverage industry shares with the community for reducing and dealing with waste generated by beverage product packaging. The members of Container Exchange collectively represent approximately 50% of the total Eligible Containers that will be subject to the Queensland CRS.

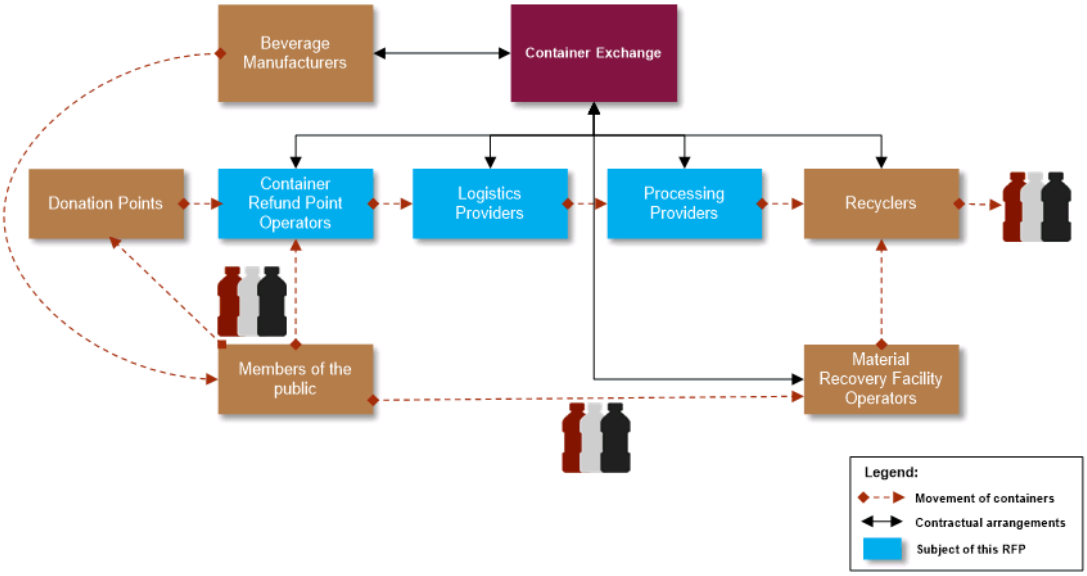
Container Exchange has unrivalled experience in the operation and coordination of container deposit schemes both in Australia and internationally. The Members of Container Exchange have operated the largest existing container deposit scheme in Australia, including 40 years of operations in South Australia, as well as Northern Territory and New South Wales. In addition, their international experience includes long-running and successful industry-operated schemes in Canada, Norway and Sweden.

For further information please visit our website: **www.containerexchange.com.au**

1.3.3. *Scheme Operations and Responsibilities*

The figure below provides an overview of how the Scheme will operate, demonstrating the flow of Eligible Containers through the Scheme from members of the public to different Scheme Participants, before exiting the Scheme via approved Recyclers.

Figure 1: Scheme participants and container movements



The activities undertaken by members of the public and each of the Scheme Participants in the figure above include:

- **Members of the public** – Will redeem Eligible Containers by either:
  - Placing Eligible Containers in kerb side bins; or
  - Presenting Eligible Containers at CRPs in exchange for Refund Amounts; or
  - Gifting Eligible Containers to Donation Points.
- **Container Refund Point Operators** ("CRPOs") – Responsible for the following activities:
  - Operating CRPs;
  - Paying Refund Amounts in exchange for Eligible Containers collected;
  - Sorting collected Eligible Containers by Material Type; and
  - Securing and storing sorted Eligible Containers prior to collection.

- **Donation Points** – Community enterprises that accept gifts of Eligible Containers from the community. Donation Points will return the collected containers to CRPs in exchange for Refund Amounts.
- **Logistics Providers** – Responsible for (at a high level) picking up containers from CRPs and transporting them to Processing Providers.
- **Processing Providers** – Responsible for the following activities (at a high level):
    - Verifying the number of containers collected at the CRPs;
    - Preparing the collected containers for recycling by either crushing or baling (transforming them into a scrap commodity);
    - Sale of scrap materials to Recyclers via a secure online Material Auction Platform; and
    - Managing the transfer of containers to the Recycler who has purchased them through the online platform.
- **Recyclers** – Purchase containers by Material Type via a brokerage website, and are then responsible for ensuring this material is recycled. Recyclers must enter into a panel agreement with Container Exchange before being permitted to purchase materials through the Scheme.
- **Material Recovery Facilities Operators** ("MRFOs") – Collect Eligible Containers through kerbside recycling bins. This material is then available for sale through the brokerage website for purchase by registered Recyclers.
- **Container Exchange** – Responsible for the governance and administration of the Scheme as the Product Responsibility Organisation.
- **Beverage Manufacturers** – All companies in the business of manufacturing, importing and distributing beverage products in Queensland. Beverage Manufacturers are responsible for providing funding to operate the Scheme under obligations contained in a Container Recovery Agreement.

The focus of this RFP is to support the identification and appointment of CRPOs, Logistics Providers and Processing Providers.

1.3.4. *Comparison to the NSW Scheme*

NSW is currently implementing a similar scheme, which commenced on 1 December 2017.

While both the Queensland and NSW schemes have similar objectives, the schemes differ in a number of ways. As the NSW network is currently being established, it is worthwhile contextually to illustrate the difference in opportunity for potential CRPOs in Queensland compared with NSW.

In Queensland, Container Exchange is opening the opportunity for all competitive CRPOs to establish sites and operate, which is significantly different from NSW where a single contracted party has been appointed to deliver container collection services (including by entering into further contracts with collection point operators). This and other major differences are summarised below:

New South Wales	Queensland
State designed scheme, with product responsibility of beverage manufacturers limited to payment for scheme costs	Beverage industry responsible for design and operation of the Scheme through a Product Responsibility Organisation
State subcontracted Scheme Coordinator (Exchange for Change) and Network Operator (TOMRA Cleanaway) roles selected through an open tender process The Scheme Coordinator is responsible for financial, management, marketing and audit. The Network Operator is responsible for operating the state wide network of CRPs and ensuring that coverage and access targets are met.	PRO is statutorily appointed. The PRO will be responsible for Scheme operations and governance.
The Network Operator is responsible for setting up a network of CRPs across NSW, including installing and operating Reverse Vending Machines ("RVMs").	The PRO will run an open process to appoint organisations to operate and facilitate the container collection process (this RFP).
The Network Operator is responsible for undertaking (or contracting for) all scheme activities, including container collection, processing and logistics.	The PRO will appoint various organisations to undertake Scheme activities, including processing providers and logistics providers on a competitive and open basis through this open Tender Process.

1.4. Types of Container Refund Points

CRPOs will be free to determine the model of CRPs they wish to operate. Container Exchange will not prescribe the use of specific models or types of CRPs. It is expected that across the State different types of CRPs will be utilised to deliver a robust network of CRPs to meet Container Exchange's coverage and accessibility targets (see **Section 1.5**).

Types of CRPs include but are not limited to:

- **Traditional 'depot-style' Container Refund Points** – Permanent locations where members of the public can return their Eligible Containers to be counted by an operator (either manually or by an automated system), and be paid the Refund Amount on the spot (e.g. the South Australia model);
- **Drop-Off Container Refund Points** – May be smaller operations where members of the public can drop-and-go Eligible Containers in assigned and identified bags that will be counted at a later time (by the CRPO). The Refund Amounts will be credited to customer accounts once counted, which may be via a mobile phone number or bank details of the person dropping off the containers;

- **RVMs** – Automated CRPs that automatically count inserted container. These may be positioned at convenient locations and offer the Refund Amount either through electronic transfer or by issuing vouchers redeemable at participating retailers; and
- **Mobile Container Refund Points** – Temporary CRPs (e.g. cages, trailers) that operate on a scheduled timetable to facilitate access to CRPs for remote communities.

1.5. Access and Coverage of Container Refund Points

To enable the community to have a positive experience accessing the Scheme, sufficient state wide coverage and access to CRPs is required. The Queensland Government has announced that there will be at least 307 CRPs across Queensland once the Scheme is fully operational. Donation Points, where the public can return Eligible Containers without receiving a Refund Amount (as opposed to CRPs where a Refund Amount is paid in exchange for the Eligible Containers) are not categorised as CRPs and will not contribute to this figure.

Container Exchange is seeking to ensure the establishment of CRPs across each of the following geographic areas:

- Metropolitan and major regional centres;
- Regional areas;
- Remote; and
- Very remote.

The table below sets out Container Exchange's proposed coverage and access targets and the target number of CRPs to be operational at Scheme Commencement Date (1 July 2018) and one year on (30 June 2019). These targets have been drawn from analysis by the Queensland Government. Coverage targets are not intended to be exhaustive or limiting the number of CRPs that may operate in the Scheme.

Table 2: Coverage and access targets

Category	Access Target	Number of CRPs – Scheme Commencement 1 July 2018	Number of CRPs – 30 June 2019
Metropolitan / major regional centres	1 per 20,000 population	At least 138 Container Refund Points	At least 184 Container Refund Points
Regional areas	1 per town of 2,000 within 30km	At least 62 Container Refund Points	At least 82 Container Refund Points
Remote	1 per town of 500 within 50km	At least 31 Container Refund Points	At least 41 Container Refund Points
Very remote	1 per town of 500 within 100km		
Total		**At least 230 Container Refund Points**	**At least 307 Container Refund Points**

In addition, a detailed breakdown of the coverage and access targets in each of the 14 regions ("Regions") under the Scheme once the Scheme is fully operational is provided in **Section 1.6** and **Attachment B**. For the avoidance of doubt, these targets do not limit the number of CRPs that can be operated in a Region.

1.6. Geographic Regions

In order to support the achievement of the access and coverage targets set out in **Section 1.5**, Container Exchange will be seeking to deliver the below numbers of CRPs across 14 Regions. Container Exchange will be targeting the establishment of a number of CRPs at LGA and town within each Region (Area). Refer to **Attachment B** for a detailed breakdown of the Regions and Areas, including CRP targets.

Table 3: Proposed target number of CRPs by geographical region

Region	LGAs	Region Category	Target number of CRPs	
			1/07/18	30/06/19
1 Greater Brisbane	Brisbane (C) Moreton Bay (R) Ipswich (C) Redland (C) Logan (C)	Metropolitan / Regional	84	112
2 Gold Coast	Gold Coast (C)	Metropolitan / Regional	21	28
3 Sunshine Coast	Noosa (S) Sunshine Coast (R)	Metropolitan / Regional	14	18
4 South East	Lockyer Valley (R) Somerset (R) Scenic Rim (R)	Regional	5	7
5 Darling Downs	Toowoomba (R) Western Downs (R) Southern Downs (R)	Major regional centres / Regional	11	15
6 Wide Bay	Bundaberg (R) Gympie (R) Cherbourg (S) North Burnett (R) Fraser Coast (R) South Burnett (R)	Regional	20	26
7 Fitzroy	Rockhampton (R) Gladstone (R) Banana (S) Livingstone (S) Central Highlands (R) Woorabinda (S)	Major regional centres / Regional	17	23
8 Mackay	Mackay (R) Isaac (R) Whitsunday (R)	Major regional centres / Regional / Remote	11	14
9 Townsville	Townsville (C) Hinchinbrook (S) Burdekin (S) Palm Island (S) Charters Towers (R)	Major regional centres / Regional	11	14

10 Cairns	Cairns (R) Tablelands (R) Cassowary Coast (R) Yarrabah (S) Mareeba (S)	Major regional centres / Regional	11	15
11 South West	Balonne (S) Murweh (S) Bulloo (S) Paroo (S) Goondiwindi (R) Quilpie (S) Maranoa (R)	Remote	7	9
12 Central Queensland	Barcaldine (R) Diamantina (S) Barcoo (S) Longreach (R) Blackall-Tambo (R) Winton (S)	Remote	3	4
13 North Queensland	Boulia (S) Flinders (S) Burke (S) McKinlay (S) Carpentaria (S) Mornington (S) Cloncurry (S) Mount Isa (C) Doomadgee (S) Richmond (S)	Remote	7	9
14 Far North Queensland	Aurukun (S) Napranum (S) Cook (S) Northern Peninsula Area (R) Croydon (S) Douglas (S) Pormpuraaw (S) Etheridge (S) Torres (S) Hope Vale (S) Torres Strait Island (R) Kowanyama (S) Weipa (T) Lockhart River (S) Wujal Wujal (S) Mapoon (S)	Remote	10	13
Total Refund Points			**230**	**307**

Note: Compiled from Asterisk One Collection Point Access and Location Study; LGA Classifications: C = City, R = Regional, S = Shire, T = Town

Respondents to this RFP are encouraged to consider the coverage and access targets when selecting the location of any CRPs it proposed to deliver.

Furthermore, Respondents are also encouraged to consider how they might serve the community outside of the above locations through the delivery of innovative solutions such as Mobile Container Refund Points.

2. Scope and Commercial Terms – Container Refund Points

2.1. Container Collection Services

2.1.1. *Overview*

This section provides commentary around the services that successful CRPOs will be required to deliver to support the delivery of the scheme (the "CRP Services"). These services include:

- **Collection, counting and sorting** of Eligible Containers by Material Type;
- Timely and accurate **payment of Refund Amounts** to members of the public with Eligible Containers (10 cents per Eligible Container);
- The **secure storage of materials**;
- On agreement with community groups, **provision of one or more cages/bins or mobile trailer/s to community groups** to collect containers to be returned for the Refund Amount at the CRP. It is expected that this will be provided free of charge as the CRP will benefit from the Handling Fee for each Eligible Container returned to the CRP;
- **Preparation of materials for pick-up** by Container Exchange's Logistics Providers (refer to **Section 4**). For the avoidance of doubt – the CRPO does not own the collected containers, however it is responsible for the collected containers and their condition until the time they are accepted by Logistics Providers;
- Maintenance of **sufficient working capital** to fund the payment of Refund Amounts to members of the public;
- **Reporting of collection data** to Container Exchange, including all data required for payment, audit and verification purposes;
- Any activities required to comply with relevant legislative or regulatory requirements such as maintaining a clean, safe environment;
- Participation in Container Exchange's **marketing and branding activities** to raise awareness of the Scheme and create a positive experience for the consumer;
- Maintenance of **high levels of service and customer satisfaction** and to improve public experiences at the CRP, such as targeting minimal customer waiting times;
- Maintenance of **clean and safe environments** including the security of equipment and Eligible Containers; and
- Assistance with Container Exchange's **audit and verification activities**.

Refer to the Services Specification at Schedule 2 to the Container Collection Agreement (**Attachment A**) for a full list of services and activities that the successful CRPO will be required to deliver. Where this is an inconsistency between this document and the Container Collection Agreement, the Container Collection Agreement prevails.

2.1.2. *Refund Point Accessibility*

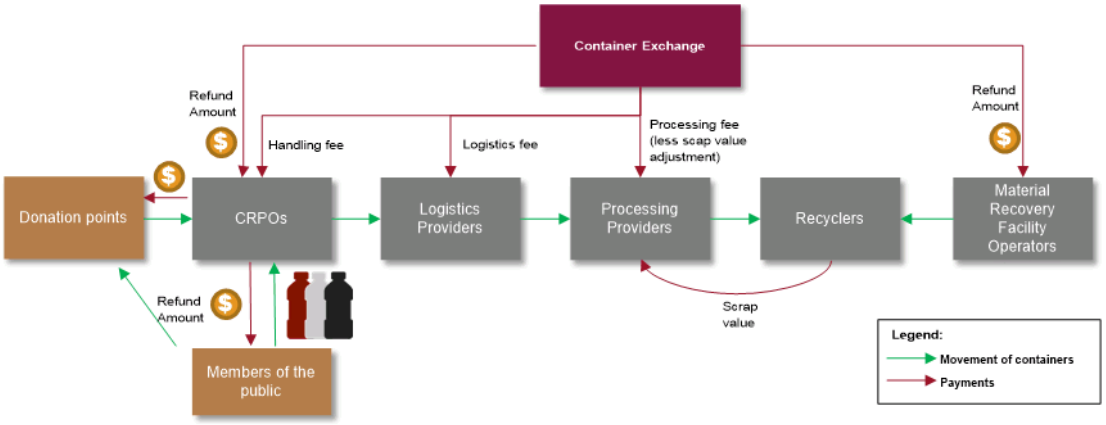
CRPOs have the flexibility to determine the appropriate operating hours of the CRPs. CRPOs must however ensure that:

- each CRP is available to the general public;

- opening hours of the CRP are reasonable in light of the volume of Containers collected at the CRP;
- the opening hours are well advertised to the general public; and
- the operating hours meet the requirements of the Act and Regulation (as amended from time to time).

2.1.3. *Scheme Payment Flows*

The figure below provides an overview of payment flows of the Scheme, including the different payment types provided to members of the public and each Scheme Participant.



2.1.4. *Payments to CRPOs*

Container Exchange will pay CRPOs a Handling Fee for CRP Services and the total Refund Amounts paid to members of the public (or to Donation Point operators).

The CRPO is required to provide Container Exchange with a claim for payment by no later than 5pm Friday after the end of each operating week, via an online portal developed by Container Exchange, or by an alternative means as directed by Container Exchange. For example, if the Operating Week is Monday 2 July to Sunday 8 July, the payment claim must be made no later than 5pm on Friday 13 July 2018.

CRPOs will be paid by Container Exchange in arrears within 5 Business Days of receiving a valid weekly claim for payment from the CRPO. The CRPO is therefore required to ensure sufficient working capital to cover at least a 14 day period (7 days during the operating week, plus 5 Business Days).

Refund Amounts

Container Exchange will reimburse CRPOs the total Refund Amounts paid by the CRPO to members of the public in exchange for Eligible Containers. The Refund Amount is set by legislation at 10 cents per Eligible Container (including GST).

CRPOs can nominate whether the Refund Amounts will be paid to members of the public in cash or non-cash payments. Non-cash payment methods may include:

- Vouchers or deposit onto a loyalty card for locally significant retailer(s);
- Digital wallets;
- Credit to a bank-issued credit card or another account (e.g. PayPal);
- A specific purpose card (e.g. GoCard or electricity card); or
- Real time funds transfer via the New Payments Platform ("NPP").

Container Exchange encourages the use of innovative and flexible Refund Amount payment options, such as the NPP, to support the convenience of members of the public. The NPP is the new national, open access payment infrastructure for the Australian economy that provides real time capability for payment processing between participating entities. The NPP will introduce infrastructure for Australia's low-value payments, allowing funds to be transferred quickly between financial institutions and customers' accounts, allowing access to the funds almost immediately, even when different financial institutions are involved. CRPOs interested in using an innovative refund payment system will be responsible for the research, investment and implementation of the chosen payment systems and include necessary information as part of their proposal.

Handling Fees

CRPOs will be paid a Handling Fee for delivering the CRP Services based on the actual volumes of Eligible Containers collected and declared to Container Exchange.

The Handling Fee will be determined based on the responses to this RFP through and the Book Build Process. The Book Build Process is outlined in **Section 6.7.**

2.1.5. *Working Capital Requirements*

CRPOs will be responsible for maintaining sufficient working capital to deliver the CRP Services. It is expected that CRPOs will need to maintain working capital that is at least sufficient to cover 2 weeks of operations (7 day operating week plus up to 5 Business Days for Container Exchange to process a payment claim). An indicative example of the level of working capital required for a CRP accepting 5 million containers per annum is provided below.

Figure 1: Working Capital Indicative Example

Handling Fee for Region:	$0.05 per container (excl. GST) $0.055 per container (incl. GST)
Refund Amount:	$0.10 per container (incl. GST)
Containers Collected:	5 million containers p.a.
Amounts payable to the CRPO:	
Refund Amount per week (average)	= $0.100 x 5m ÷ 52 = $9,615 (incl. GST)
Handling Fee per week (average)	= $0.055 x 5m ÷ 52 = $5,288 (incl. GST)
Working Capital Requirement	
2 weeks of expenses	= $9,615 + 5,288 = $29,806 (incl. GST)

Note:

- Calculation is an indicative estimate only.
- Calculation does not include any adjustments for seasonality – which may result in working capital requirements being significantly higher in certain periods.
- CRP operating expenses are conservatively assumed to be equal to the Handling Fee received.

2.1.6. *Social Enterprise Organisations*

Social enterprise engagement is an important part of the Scheme. CRPOs are required to **make available at least 1 mobile cage or trailer for use by social enterprises, not-for-profit organisations and other community groups**, for each CRP operated, to facilitate the collection of containers. The CRPO must not charge a usage fee for the hire of such equipment.

The CRPO will earn the Handling Fee to process containers that are returned through the CRP, with the Refund Amounts to be provided to the collector – for example, the social enterprise or not-for-profit organisation.

2.1.7. *Collection of Containers by Logistics Providers*

CRPOs will need to work with Container Exchange's appointed Logistics Providers (refer to **Section 4**) to ensure effective movement of Eligible Containers from CRPs to Processing Providers. To support the collection of containers by Logistics Providers, CRPOs will be required to:

- Store sorted containers, by Material Type, within a secure holding area until such time that the containers are scheduled for collection by Container Exchange's Logistics Provider. The holding area must be of sufficient size to reasonably accommodate the volume of containers collected at the CRP with consideration of the reasonable frequency that containers are to be collected by Logistics Providers;
- Notify Container Exchange when containers will be ready for collection by Logistics Providers; and
- Provide reasonable access to the CRP by the Logistics Provider (having in mind the size of vehicles that may be used to facilitate the collection of containers).

Respondents are invited to provide with their Proposal a variant Proposal to provide logistic (and other) services. Refer to **Section 5** for further details.

2.1.8. *Provision of CRP Infrastructure*

CRPOs must utilise the infrastructure provided by the Processing Providers to store collected containers and to facilitate the collection of containers by the Logistics Providers.

The specifications for the collection infrastructure (e.g. wool bales, cages or bins) are yet to be finalised and will be agreed between Container Exchange and the successful Logistics Providers and Processing Providers.

Furthermore, as noted above, CRPOs are required to make available at least 1 cage or trailer at each CRP for use by social enterprises, not-for-profit organisations and other community groups, to facilitate the collection of containers.

2.1.9. *Requirements for RVMs*

CRPOs that operate RVMs will be expected to aggregate containers at a central location and sort collected containers by Material Type for collection by a Logistics Provider, or alternatively to be processed should the CRPO also be appointed to be a Processing Provider.

For the avoidance of doubt, Container Exchange will not arrange Logistics Providers to pick up collected containers from individual RVM sites directly. Container Exchange is looking for CRPOs using RVMs to offer an integrated solution involving Processing Services and Logistics Services in relation to the RVM sites, as outlined in **Section 3** and **Section 4**.

2.1.10. *Logistics Providers and Processing Providers*

Container Exchange will partner with Logistics Providers and Processing Providers to deliver the Scheme.

CRPOs will be required to work with these providers to ensure effective operations of the Scheme. This includes the CRPOs advising Container Exchange when they anticipate collection of containers will be required by Logistics Providers. The scope of the services to be provided by Processing Providers is set out in **Section 3** and the scope of services to be provided by Logistics Providers is set out in **Section 4**.

Respondents are invited to provide Proposals to deliver Processing Services and Logistics Services as part of this RFP.

2.1.11. *Audit, Verification and Reporting*

The accuracy of container collection reporting is critical to the success and integrity of the Scheme. Container Exchange will implement a range of Scheme-wide audit and verification activities, including data collection, data analysis and onsite data verification activities.

To support this, CRPOs are required to actively support Container Exchange with its audit and verification activities. CRPOs must comply with the verification methodology set by Container Exchange. This includes:

- Keeping accurate records of the number and type of containers collected based on robust counting processes;
- Providing weekly declarations of the actual container volumes collected by Material Type at each CRP, each day of the week;
- Provide weekly declarations of the actual container volumes transferred to a Logistics Provider by Material Type, each day of the week. These declarations will be matched and verified at the Processing Centres; and
- Provide weekly declarations of the volume of containers stored at the end of each week at each CRP operated.

Providers will be expected to submit their declarations electronically via the online portal either by direct entry or by uploading an electronic file. The upload file format will be defined with standard field format and file type (CSV).

The Container Exchange electronic portal will enable CRPOs to:

- Make regular declarations to Container Exchange simply and securely at any time using a secure login;
- View all historic transactions at each site operated by the CRPO;
- View and manage payment claims sent by the CRPO to Container Exchange and view payments made by Container Exchange to the CRPO; and
- Manage account information (such as contact details, address, bank details).

During routine audits, the audit team will check the accuracy of declared container volumes and sorting completed by the CRPO to ensure that it meets the standards stipulated by Container Exchange.

CRPOs may utilise automated verification technology equipment. Container Exchange will work with the CRPO to understand the capabilities of the systems and where appropriate place reliance on these verification systems.

In addition to making regular Scheme declarations to Container Exchange, CRPOs will be required to notify Container Exchange immediately if any of the following occurs:

- Identification of any unregistered or unapproved materials;
- Environmental, health or safety incidents; and
- Any false, misleading or fraudulent claims.

2.1.12. *Workplace Health and Safety*

Container Exchange is committed to providing a healthy and safe working environment that complies with all relevant Federal and State legislation. CRPs will be required to comply with the Container

Exchange WHS policy specified in the in Schedule 2 of the Container Collection Agreement (refer to **Attachment A**).

2.1.13. *Planning Considerations*

Container Exchange recognises the potential environmental and nuisance impacts posed by CRPs and Processing Centres. Container Exchange proposes an extensive compliance management process to audit CRPs and Processing Centres to minimise the environmental impact of operations.

CRPs will be required to comply with the Container Exchange environmental compliance processes, including any site operating conditions that may be required by Container Exchange's to minimise the environmental and nuisance impacts from the CRP. Audits will be performed to seek confirmation of suitable practices to mitigate environmental risks with auditors suitably trained to confirm compliance.

In addition, CRPs will need to ensure that the appropriate planning approvals and conditions, including land use approvals, are met prior to providing CRP Services, and on an ongoing basis. It is the responsibility of the CRPO to ensure that planning approvals and requirements are obtained and complied with.

Details of the environmental requirements are specified in Schedule 2 of the Container Collection Agreement (refer to **Attachment A**).

Further information regarding environment and planning will be provided during the Tender Process to registered Respondents as it is developed by Container Exchange and Government.

2.1.14. *Branding and Community Awareness*

CRPs will be required to carry out initiatives of the Container Exchange community awareness and participation program, including:

- **Adhering to any Scheme branding guidelines** developed by Container Exchange and/or the State. Appropriate electronic files will be provided for CRPOs to produce their signage. Signage will be subject to implementation compliance checks by Container Exchange. Any additional branding materials, such as signage of the CRPOs organisation, can be utilised by the CRPO with the written approval of Container Exchange (all branding must be consistent with the visual identity of the Scheme and support members of the public in identifying the CRP as a participant in the Scheme); and
- **Participating in local promotional and community awareness events** as appropriate (at the cost of the CRPO). Container Exchange will also provide support for CRPs to implement local community and social enterprise activities.

2.1.15. *Containers to be Accepted*

CRPs must accept all types of Eligible Containers.

CRPOs are encouraged to accept crushed or damaged containers, providing that they can verify that the container is a single Eligible Container.

Where CRPs cannot accept crushed or damaged containers (for example an RVM), this must be clearly advertised to customers of the CRP, and the location of a CRP that can accept these containers should be clearly advertised.

2.1.16. *Use of Barcode Identification Systems*

Under the Scheme:

- all Eligible Containers supplied in Queensland will be required to have a barcode; and
- CRPOs have an obligation to ensure that they only accept Eligible Containers.

CRPOs will not however be required to utilise barcode identification, providing that they can ensure that any containers collected are Eligible Containers.

In the case of RVMs, it is expected that barcode reading (or some form of accurate container recognition technology) may be required on the basis that this would be the only way of ensuring that the containers collected are Eligible Containers in the absence of an operator (e.g. staff member) processing the return.

2.2. Container Collection Agreement

Container Exchange will enter into a standard contract, known as the Container Collection Agreement, with each CRPO. The Container Collection Agreement entered into with each CRPO will be in the form of the document at **Attachment A**, subject to any minor amendments or updates required by Container Exchange in its absolute discretion. Container Exchange intends to offer equivalent terms to all CRPOs to ensure fairness and equity in the treatment of all Scheme Participants. It is noted that Container Exchange reserves the right to vary these terms if required to accommodate for specific circumstances. These situations are typically safety, fraud or legislation changes (but not limited to these) and are designed to improve the effectiveness of the overall Scheme.

Key terms of the Container Collection Agreement are summarised in the table below. The table is a summary only and is subject to the terms set out in **Attachment A**.

It should be noted that the Container Collection Agreement and below table contemplates the CRPO providing CRP Services on a "standalone basis" (i.e. the entity is not also a Processing Provider or Logistics Provider). Should a provider be selected for more than one role, Container Exchange will review these key terms in its absolute discretion.

Table 4: Key terms of the Container Collection Agreement

Item	Key provision	Summary
1.	Term	Container Collection Agreement (***CCA***): • Commences on later of date of CCA and date that CRPO delivers executed deed poll acceding to the Common Dispute Deed to PRO; and • Ends 5 years after Scheme Commencement Date (unless extended or terminated earlier in accordance with CCA)

2.	Extension of Term	PRO may extend Term by further 5 years. Operator must accept or reject proposed extension within specified period
3.	CRPOs standards and performance	CRPO must maintain applicable Approvals, comply with Services Specification, and perform obligations safely, competently, in accordance with Good Industry Practice, the law, and PRO's and PRO's authorised Associate's directions
4.	Review Procedure	PRO must review the CCA at least 10 months prior to Expiry Date, and may review at any time during Term CRPO required to participate in review, including by attending meeting with PRO and any Other CRPOs invited by PRO Review procedure may result in PRO issuing Variation Order
5.	Expedited Review Procedure	PRO and CRPO may also propose minor Variations at any other time (but CRPO may not propose Variation more than once every 12 months) Parties required to attend meeting to discuss Variation. PRO may invite any Other CRPOs to meeting Expedited review procedure may result in PRO issuing Variation Order
6.	Variation Order	PRO must not issue Variation Order without first conducting Review Procedure or Expedited Review Procedure Variation will be priced to take account of direct costs incurred or savings made by CRPO If CRPO does not agree to Variation it may terminate on 6 months' notice
7.	Scheme Changes	In addition to above, if there is Change in Law or Minister amends PRO's appointment under Act, PRO may amend CCA to address changes CRPO may provide submission in response If CRPO does not agree to proposed amendment, it may terminate on 6 months' notice
8.	Transition out	Where CCA is terminated or expires in particular circumstances (including where CRPO chooses to terminate on 6 months' notice in response to Variation Order or Scheme Change) CRPO must assist PRO in transitioning Services to another CRPO
9.	Services	CRPO must provide Mobilisation Activities and Operational Services. Mobilisation Services must be completed by a sunset date (different sunset date can apply to each CRP)
10.	Collection of Containers and payment of Refund Amount	CRPO must ensure CRP collect Eligible Containers (and not any other types of containers) and must pay Refund Amount per eligible Container collected
11.	Ownership	CRPO owns Containers on collection and payment of Refund Amount

		Title in Containers then passes to the Container Recipient nominated by the PRO immediately upon delivery to/collection by the nominated Container Recipient
12.	Logistics	CRPO must cooperate with logistics provider contracted by PRO, or arrange own logistics services if logistics provider not contracted by PRO
13.	Payment	CRPO will be paid Refund Amount plus Handling Fee for each eligible Container collected To receive payment, CRPO must make Payment Claims to the PRO for each Operating Week. PRO will pay CRPO any undisputed amounts claimed
14.	Audit	CRPO must: • Cooperate with and provide access to PRO for audit purposes; and • Report to PRO on compliance and Containers collected
15.	Fraud	CRPO must minimise and prevent fraud and must not provide false/misleading information
16.	Branding and signage	CRPO must comply with PRO's branding/signage requirements PRO will use best endeavours to grant CRPO a licence over Trade Marks and parties grant each other licence over IP
17.	Insurance	CRPO must effect relevant insurances
18.	Suspension	PRO may direct CRPO to suspend Services in limited circumstances (e.g. in emergency) CRPO may be entitled to compensation
19.	Default and termination by PRO	PRO may terminate for CRPO default following cure plan process PRO may terminate for convenience subject to paying CRPOs costs
20.	Limit on liability	Subject to standard exceptions, CRPOs liability for each year will be capped Consequential loss is excluded for each party subject to exception for CRPO indemnities
21.	Indemnity	CRPO indemnifies PRO against claim / loss arising from CRPOs actions/omissions
22.	Confidentiality	Parties must keep Confidential Material confidential, subject to limited exceptions
23.	Disputes	Disputes must be referred to expert negotiation and if unresolved, to expert determination. Disputes involving Common Dispute may be joined with Disputes of other Scheme Participants under Common Dispute Deed

24.	Assignment and change of control	PRO may deal with interest in CCA without CRPOs consent CRPO must not deal with interest in CCA or allow change in control without PRO's consent

Refer to **Attachment A** for the Container Collection Agreement.

3. Scope and Commercial Terms – Processing Services

3.1. Processing Services

3.1.1. *Overview*

This section provides commentary around the services that successful Processing Providers will be required to deliver to support the delivery of the scheme (the "Processing Services"). These services include:

- **Receipt of materials** from Container Exchange's Logistics Providers (refer to **Section 4**);
- **Verifying the number of containers collected** from CRPs and reporting these volumes to Container Exchange;
- **Processing containers** in preparation for Recycling;
- The **sale of processed containers** through the Container Exchange Material Auction Platform;
- **Provision of infrastructure** to facilitate the collection of containers from CRPs;
- **Reporting of collection data** to Container Exchange, including all data required for payment, reporting, audit and verification purposes;
- Any activities required to **comply with relevant legislative or regulatory requirements** such as maintaining a clean, safe environment; and
- Assistance with Container Exchange's **audit and verification activities**.

3.1.2. *Container Verification*

When containers are received from the CRPs, the Processing Provider will be required to declare the volume of Eligible Containers by Material Type received from each CRP, each day, to Container Exchange via an online portal developed by Container Exchange.

This declaration will either take the form of:

- The weight of Eligible Containers received by Material Type from each CRP, each day (in the case of weight based verification systems); and/or
- A full container count of Eligible Containers received by Material Type from each CRP, each day (in the case of automated verification systems).

Establishment of weight conversion factors

Container Exchange will establish a set of conversion factors by Material Type to be utilised in the verification of container counts at the Processing Centres.

Through existing operations in South Australia and Northern Territory, Container Exchange has access to an established baseline dataset on all Material Types based on existing operations in South Australia and the Northern Territory, and it intends to utilise this in the initial stages of the Scheme while audit procedures and material measurements are refined.

These conversion factors will be constantly validated via specific CRP audits to reflect the demographics of a particular area and the impact this can have on the number of containers per tonne.

Opportunities for automated verification technology

Where economical, Processing Providers may choose to invest in sortation technology to improve the accuracy and efficiency of the Scheme.

Where automated verification technology is utilised, we will regularly audit its performance by:

- Running "test batches" through the system to ensure the accuracy of the count / sortation;
- Reviewing regular maintenance & servicing schedules of sortation/counting technology to ensure accurate operations and data outputs of equipment; and
- Reconciling the total volume processed by Material Type to the count data and weight checks to validate the actual system usage.

For the avoidance of doubt, Container Exchange is not encouraging one form of verification over another, and will select Processing Providers on a value for money basis.

Once processing has been completed, the Processing Provider will be required to declare the container volumes by Material Type that have been sold for Recycling via an online portal developed by Container Exchange. These declarations will be matched against the records of the Material Auction Platform.

3.1.3. *Audit and Reporting*

The accuracy of container reporting is critical to the success and integrity of the Scheme. Container Exchange will implement a range of Scheme-wide audit and verification activities, including data collection, data analysis and onsite data verification activities.

To support this, Processing Providers must comply with the verification methodology set by Container Exchange. As part of the verification methodology, Processing Providers will be required to declare weekly (on the business day immediately following the end of the week) via an online portal developed by Container Exchange for each Processing Centre operated:

- The weight of Eligible Containers received by Material Type from each CRP, each day (in the case of weight based verification systems); and/or
- A full container count of Eligible Containers received by Material Type from each CRP, each day (in the case of automated verification systems);
- The weight of Eligible Containers sold to Recyclers by Material Type, each day;
- The weight of Eligible Containers transported to Recyclers by Material Type, each day; and
- The volume of containers stored at the end of each week.

Providers will be expected to submit their declarations electronically via the online portal either by direct entry or by uploading an electronic file. The upload file format will be defined with standard field format and file type (CSV).

3.1.4. *Container Types*

Container Exchange's base position is that a Processing Provider must be able to accept and process all Eligible Container Material Types:

- Glass;
- Polyethylene Terephthalate ("PET");

- High-density Polyethylene ("HDPE");
- Aluminium;
- Steel;
- Liquid Paper Board; and
- Other plastics.

Respondents are free to offer any Variant Proposals for Processing Services or Logistics Services that they desire. Processing Services can be limited to certain material and not all materials (i.e. a Processing Provider may elect to specialise in a single commodity).

It is noted that Container Exchange is seeking solutions that contribute to the successful delivery of an efficient and effective state wide Scheme (that handles containers of all Material Types). Any responses received will be considered at Container Exchange's discretion and on a value for money basis.

3.1.5. *Processing Requirements*

The Processing Provider must prepare the Eligible Containers for sale to Recyclers by baling, or crushing in the case of glass, containers by Material Type, to specifications that maximise the value of the material sold to Recyclers.

Glass

The Processing Provider should crush glass into cullet. Glass should also be separated by colour where required to maximise the value of material sold to Recyclers.

Processing Providers must ensure they have facilities available to top load glass for transportation to Recyclers.

All other Material Types

The Processing Provider must bale Containers by Material Type, according to the following specifications:

- 350kg/m^3 compaction or above; and
- Automatic horizontal baler.

All bales are to be automatically bound with wire or strap to prevent them falling apart during subsequent handling and transport.

3.1.6. *Material Auction Platform*

Container Exchange will provide access to an online Material Auction Platform through which Processing Providers (and MRFOs) must sell all materials collected under the Scheme to registered recyclers or buyers (Recyclers).

Only registered sellers (Processing Providers and MRFOs) and buyers (Recyclers) will have access to the Material Auction Platform. In most cases, auctions will be open, with bids displayed.

The sale of all recovered containers through the Material Auction Platform will enable transparency and auditability within the Scheme and provide a way to prove that containers collected through the Scheme are recycled.

Container Exchange will cross-check the material volumes reported to leave the Processing Centres to the volumes received at the recycling facilities or recipients of the materials, and the volumes processed through the Material Auction Platform. These checks will involve container number-to-material weight conversion using established conversion factors. Container Exchange will therefore be able to track containers across the Scheme cycle.

Processing Providers will not be precluded from separately registering as Recyclers, and bidding (in an open and competitive auction) on material they have processed.

Where Processing Providers or MRFOs have pre-existing contracts with purchasers of processed Containers, these transactions must still be processed through the Material Auction Platform. These materials will however not be available for the market to "bid on".

Sellers must make the following information available when listing material for auction, which will be viewable by interested bidders:

- Material type;
- Quantity (incl. weight);
- No. of bales and bale dimensions / size;
- Location;
- Source (MRF / CRP);
- Pictures of the product for sale;
- Date material will be available for transport / collection; and
- Terms and conditions of delivery of the material (i.e. pick up, ex-works, etc).

The Processing Provider must liaise with the purchaser of the processed Containers to finalise the sale, including details for the point of delivery. The Recycler will be responsible for the costs associated with the collection of the processed Containers from the Processing Centre (the advertised location).

Processing Providers will retain the proceeds from the sale of processed Containers to recycling facilities via the Material Auction Platform. The Processing Provider will be responsible for invoicing and managing payments from the purchaser of processed Containers directly.

All material transacted through the Material Auction Platform will attract a commission of 2.6% of the fair value of the material transacted through the Material Auction Platform. The fair value of the material will be determined by Container Exchange quarterly with regard to observed market prices through the Material Auction Platform and other data points, and may include a locality adjustment.

3.1.7. *Payments to Processing Providers*

Container Exchange will pay Processing Providers:

- **Processing Fee** in respect of the Processing Services. The Processing Fee will be paid based on actual weight (tonnes) of Eligible Containers collected (processed) from CRPs in a given period; LESS

- **Scrap Value Offset**. The Scrap Value Offset will be equal to 80% of the fair value of the material processed in a given period (to protect the Processing Provider from commodity risk). The fair value of material processed will be determined by Container Exchange quarterly with regard to observed market prices through the Material Auction Platform and other data points, and may include a locality adjustment; LESS
- **Material Auction Platform commission**.

The Processing Provider will be required to provide Container Exchange with a claim for payment within 5 Business Days of the end of each operating month, via an online portal developed by Container Exchange, or by an alternative means as directed by Container Exchange.

Processing Providers will be paid by Container Exchange in arrears within 5 Business Days of receiving a valid monthly claim for payment from the Processing Provider.

3.1.8. *Provision of Infrastructure*

Processing Providers must provide infrastructure to store collected containers and to facilitate the collection of containers from CRPs by the Logistics Providers.

The specifications for the collection infrastructure (e.g. wool bales, cages or bins) will ultimately be agreed between Container Exchange and the successful Processing Providers. The intent is to have one industry standard for all parties. Respondents for Processing Services are required to outline their infrastructure solution as part of their Proposal to deliver Processing Services in Volume 2.

Container Exchange will favourably view infrastructure solutions that promote efficiency across the Scheme.

3.1.9. *Processing Provider Catchment Area*

It is anticipated that Container Exchange will appoint one or more Processing Providers to service the Greater Brisbane area (selected on a value for money basis). Across the remainder of the State, it is anticipated that Processing Providers are likely to service a catchment area 200 to 300km across (to facilitate the Logistics Providers making a round trip in a single day).

Refer to **Section 6.9** for further discussion around the evaluation of Processing Provider Proposals.

3.1.10. *Workplace Health and Safety*

Container Exchange is committed to providing a healthy and safe working environment that complies with all relevant Federal and State legislation. Processing Centres will be required to comply with the Container Exchange WHS policy.

3.1.11. *Planning Considerations*

Container Exchange recognises the potential environmental and nuisance impacts posed by CRPs and Processing Centres. Container Exchange proposes an extensive compliance management process to audit CRPs and Processing Centres to minimise the environmental impact of operations.

Processing Centres will be required to comply with the Container Exchange environmental compliance processes, including any site operating conditions that may be required by Container

Exchange to minimise the environmental and nuisance impacts from the Processing Centre. Audits will be performed to seek confirmation of suitable practices to mitigate environmental risks with auditors suitably trained to confirm compliance.

In addition, Processing Centres will need to ensure that the appropriate planning approvals and conditions, including land use approvals, are met prior to providing Processing Services, and on an ongoing basis. It is the responsibility of the Processing Provider to ensure that planning approvals and requirements are obtained and complied with.

Further information regarding environment and planning may be provided during the Tender Process to registered Respondents as it is developed by Container Exchange and Government.

3.2. Processing Services Agreement

Container Exchange will enter into a contract, known as the Processing Services Agreement, with each Processing Provider.

The key terms of the Processing Services Agreement are summarised in the table below. These key terms will form the basis of the Processing Services Agreement and are subject to any minor amendments or updates required by Container Exchange in its absolute discretion.

It should be noted that the below table contemplates the Processing Provider providing Processing Services on a "standalone basis" (i.e. the entity is not also a CRPO or a Logistics Provider). Should a provider be selected for more than one role, Container Exchange will review these key terms in its absolute discretion.

Table 5: Key terms of the Processing Services Agreement

Item	Key provision	Summary
1	Term	Processing Services Agreement: • commences on date it is entered into by both parties; and • ends 10 years after Scheme Commencement Date (unless extended or terminated earlier in accordance with Processing Services Agreement)
2	Extension of Term	PRO may elect to offer to extend the Term by further 5 years. Processing Provider must accept or reject proposed extension within specified period.
3	Processing Services Provider's standards and performance	Processing Services Provider must maintain applicable Approvals (e.g. environmental and planning statutory approvals), comply with Services Specification, and perform obligations safely, competently, in accordance with Good Industry Practice, the law, and PRO's and PRO's authorised Associate's directions
4	Variation Procedure	Processing Provider may propose a Variation to the scope of the Processing Services Agreement. The PRO must consider the proposal, but the implementation of any such proposal is at the PRO's absolute discretion

		PRO may direct a Variation to the scope of the Processing Services Agreement in its absolute discretion. Any such Variation must be priced to take account of direct costs incurred or savings made by Processing Provider (based on PRO's reasonable assessment) If Processing Provider does not agree to a Variation it may terminate on 6 months' notice
5	Scheme Changes	In addition to above, if there is Change in Law or Minister amends PRO's appointment under Act, PRO may amend Processing Services Agreement to address changes Processing Provider may provide submission in response If Processing Provider does not agree to proposed amendment, it may terminate on 6 months' notice
6	Transition out	Where Processing Services Agreement is terminated or expires in particular circumstances (including where Processing Provider chooses to terminate on 6 months' notice in response to Variation order or Scheme Change) Processing Provider must assist PRO in transitioning Services to another Processing Services Provider
7	Services	Processing Provider must provide Mobilisation Activities and Operational Services. Mobilisation Services must be completed by a sunset date
8	Processing Services Provider's obligations	Processing Provider must: • perform the Processing Services in accordance with the Processing Services Agreement including the Services Specification • fully cooperate, and coordinate its Services with the PRO (and its contractors, including the Logistics Providers) • comply with key performance indicators
9	Ownership	Title in the Containers vests in the Processing Provider upon delivery at Processing Facility Processing Provider is required to subsequently list processed materials for sale via auction platform. Title in any materials sold via auction platform passes to the purchaser of those materials
10	Logistics	Processing Provider must cooperate with the PRO's nominated Logistics Providers
11	Payment	PRO will pay Processing Provider a fee based on tonnage of Containers processed less a Scrap Value Offset To receive payment, Processing Provider must make Payment Claims to PRO for each Operating Week. PRO will pay Processing Provider any undisputed amounts claimed
12	Security	Processing Provider to provide security in form of bank guarantee, insurance bond, or (if agreed by PRO in its absolute discretion) a parent company guarantee
13	Audit	Processing Provider must:

		• cooperate with and provide access to PRO for audit purposes; and • report to PRO on compliance and Containers received, processed and listed for sale via auction platform
14	Fraud	Processing Provider must minimise and prevent fraud and must not provide false/misleading information
15	Insurance	Processing Provider must effect relevant insurances
16	Suspension	PRO may direct Processing Provider to suspend Services in limited circumstances (e.g. in emergency) Processing Provider may be entitled to compensation
17	Default and termination by PRO	PRO may terminate for repeated or material default by Processing Provider (including breach of KPIs) that has not been remedied in accordance with a cure plan process PRO may terminate for convenience subject to paying Processing Provider's costs
18	Limit on liability	Subject to standard exceptions, Processing Provider's liability for each year will be capped Consequential loss is excluded for each party subject to exception for Processing Provider indemnities
19	Indemnity	Processing Provider indemnifies PRO against claim / loss arising from Processing Provider's actions/omissions
20	Confidentiality	Parties must keep Confidential Material confidential, subject to limited exceptions
21	Disputes	Disputes must be referred to expert negotiation and if unresolved, to expert determination Disputes involving Common Dispute may be joined with Disputes of other Scheme Participants under Common Dispute Deed
22	Assignment and change of control	PRO may deal with interest in Processing Services Agreement without Processing Provider's consent Processing Provider must not deal with interest in Processing Services Agreement or allow change in control without PRO's consent

4. Scope and Commercial Terms – Logistics Services

4.1. Logistics Services

4.1.1. *Overview*

This section provides commentary around the services that successful Logistics Providers will be required to deliver to support the delivery of the scheme (the "Logistics Services"). These services include:

- The **collection** of containers from Container Exchange's CRPOs and **transportation** to Container Exchange's Processing Providers, as requested by Container Exchange;
- **Reporting of transportation data** to Container Exchange, including all data required for payment, audit and verification purposes;
- Any activities required to **comply with relevant legislative or regulatory requirements**; and
- Assistance with Container Exchange's **audit and verification activities**.

4.1.2. *Transportation of Collected Containers*

The Logistics Provider will be required to collect Containers from CRPs, as coordinated by Container Exchange, and transport the Containers to specified Processing Centres.

The Logistics Provider will be provided with the information of the logistics requirements by Container Exchange prior to the date of transport. For each pick up and drop off location, this will include:

- Business name;
- Address;
- Contact number;
- The time that the Logistics Provider is required to arrive; and
- The materials to be collected or dropped off, including:
    - Material Type;
    - Expected volume of materials; and
    - The form of the materials, i.e. bales, bins or otherwise.

Where the Processing Provider is also the Logistics Provider, Container Exchange will naturally have less operational oversight of the day to day logistics movements. None-the-less, Container Exchange will require oversight of all logistics.

4.1.3. *Communication with Container Exchange*

The Logistics Provider will be required to contact Container Exchange or its representatives immediately in the event of:

- Any breaches in chain of responsibility or other breaches;
- Any discrepancies in the volume or type of materials to be collected or dropped off by the Logistics Provider;

- Any delays that will impact the Logistics Provider's ability to arrive at the specified pick up or drop of location within half an hour of the required time;
- Any delays or otherwise that will prevent the Logistics Provider from being able to meet the logistics requirements for a specified day; or
- Any other issues or events that will impact the outcome of the Logistics Services.

4.1.4. *Audit and Reporting*

The accuracy of container reporting is critical to the success and integrity of the Scheme. Container Exchange will implement a range of Scheme-wide audit and verification activities, including data collection, data analysis and onsite data verification activities.

To support this, Logistics Providers must comply with the verification methodology set by Container Exchange. As part of the verification methodology, Logistics Providers will be required to declare weekly (on the business day immediately following the end of the week) via an online portal developed by Container Exchange:

- Number of tonnes by Material Type (if known) transport on each route (CRP / Processing Centre) by vehicle type.

Providers will be expected to submit their declarations electronically via the online portal either by direct entry or by uploading an electronic file. The upload file format will be defined with standard field format and file type (CSV).

4.1.5. *Fleet*

Container Exchange is looking to partner with Logistics Providers that have the capability and capacity to deliver the required Logistics Services efficiently.

Logistics Providers should ensure that:

- It has (or will have) a vehicle fleet of sufficient size and capacity to provide the required levels of Logistics Services;
- Vehicles are of sufficient configuration, size and capacity to perform the required Logistics Services;
- Vehicles are located in locations suitable to provide the Logistics Services;
- Vehicle bodies in which container/material volume is transported in is secure and protected from the elements; and
- Where the container/material volume is kept on a truck overnight (i.e. whilst in transit or otherwise), the vehicle needs to be locked and secured, preferably within a fenced perimeter.

Respondents for Logistics Services are required to outline their fleet solution as part of their Proposal to deliver Logistics Services in Volume 2.

Container Exchange shall be entitled to engage another Logistics Provider in the event that the Logistics Provider has advised Container Exchange (or Container Exchange reasonably believes) that the Logistics Provider is unable to provide sufficient vehicles, personnel, equipment or resources of any kind to meet the requirements of the Logistics Services Agreement on any particular day

4.1.6. *Condition of Vehicles*

The Logistics Provider will be required to ensure that its vehicles are:

- fit for purpose for the services rendered;
- In good condition, including ensuring that all freight vehicles are road worthy, registered and meet all road safety standards;
- Secured at all times, ensuring that no bales move during transport; and
- Are clean and tidy, free from dirt, grit and dust.

Logistics Provider may bear the Scheme's livery or other livery as approved by Container Exchange.

4.1.7. *Payments to Logistics Providers*

Container Exchange will pay Logistics Providers a Logistics Fee for the Logistics Services.

The Logistics Fee will be based on:

- Total kilometres travelled; and
- Tonnage of containers transported,

and will be calculated on a fixed $ per tonne per kilometre by vehicle type rate.

The $ per tonne per kilometre rate will be indexed quarterly against an appropriate fuel price index.

The Logistics Provider will be required to provide Container Exchange with a claim for payment within 5 Business Days of the end of each operating month, via an online portal developed by Container Exchange, or by an alternative means as directed by Container Exchange.

Providers will be expected to submit their reporting electronically via the online portal either by direct entry or by uploading an electronic file. The upload file format will be defined with standard field format and file type (CSV).

Logistics Providers will be paid by Container Exchange in arrears within 5 Business Days of receiving a valid monthly claim for payment from the Logistics Provider.

4.1.8. *Workplace Health and Safety*

Container Exchange is committed to providing a healthy and safe working environment that complies with all relevant Federal and State legislation. Logistics Providers will be required to comply with the Container Exchange WHS policy.

4.2. Logistics Services Agreement

Container Exchange will enter into a contract, known as the Logistics Services Agreement, with each Logistics Provider.

The key terms of the Logistics Services Agreement are summarised in the table below. These key terms will form the basis of the Logistics Services Agreement and are subject to any minor amendments or updates required by Container Exchange in its absolute discretion.

It should be noted that the below table contemplates the Logistics Provider providing Logistics Services on a "standalone basis" (i.e. the entity is not also a CRPO or a Processing Provider). Should a provider be selected for more than one role, Container Exchange will review these key terms in its absolute discretion.

Table 6: Key terms of the Logistics Services Agreement

Item	Key provision	Summary
1	Term	Logistics Services Agreement: • commences on date it is entered into by both parties; and • ends 3 years after Scheme Commencement Date (unless extended or terminated earlier in accordance with Logistics Services Agreement)
2	Extension of Term	PRO may elect to offer to extend the Term by further 2 years. Logistics Provider must accept or reject proposed extension within specified period.
3	Logistics Provider's standards and performance	Logistics Provider must maintain applicable Approvals (e.g. environmental and planning statutory approvals), comply with Services Specification, and perform obligations safely, competently, in accordance with Good Industry Practice, the law, and PRO's and PRO's authorised Associate's directions
4	Variation Procedure	Logistics Provider may propose a Variation to the scope of the Logistics Services Agreement. The PRO must consider the proposal, but the implementation of any such proposal is at the PRO's absolute discretion PRO may direct a Variation to the scope of the Logistics Services Agreement in its absolute discretion. Any such Variation must be priced to take account of direct costs incurred or savings made by Logistics Provider (based on PRO's reasonable assessment) If Logistics Provider does not agree to a Variation it may terminate on 3 months' notice
5	Scheme Changes	In addition to above, if there is Change in Law or Minister amends PRO's appointment under Act, PRO may amend Logistics Services Agreement to address changes Logistics Provider may provide submission in response If Logistics Provider does not agree to proposed amendment, it may terminate upon 3 months' notice
6	Transition out	Where Logistics Services Agreement is terminated or expires in particular circumstances (including where Logistics Provider chooses to terminate on 3 months' notice in response to Variation order or Scheme Change) Logistics Provider must assist PRO in transitioning Services to another Logistics Provider
7	Services	Logistics Provider must provide Mobilisation Activities and Operational Services. Mobilisation Services must be completed by a sunset date

8	Logistics Provider's obligations	Logistics Provider: • must perform the Logistics Services in accordance with the Logistics Services Agreement including the Services Specification (including ensuring that all Containers received by Logistics Provider are delivered to Delivery Location in the same condition in which they were received) • must fully cooperate, and coordinate its Services with the PRO (and its contractors, including Other Logistics Providers CRPs and Processing Providers) • must comply with key performance indicators • is responsible for all handling, transportation and storage of Containers and ensuring that different types of Containers are kept separate, until Containers are delivered at Delivery Location
9	Ownership	Logistics Provider has no property rights, title or interest in Containers and holds the Containers on behalf of the Container Refund Point Operator prior to its delivery at a Processing Facility
10	Payment	PRO will pay Logistics Provider a fee based on tonnage of Containers and distance transported To receive payment, Logistics Provider must make Payment Claims to PRO for each Operating Month. PRO will pay Logistics Provider any undisputed amounts claimed
11	Security	Logistics Provider to provide security in form of bank guarantee, insurance bond, or (if agreed by PRO in its absolute discretion) a parent company guarantee
12	Reporting	Logistics Provider must report to PRO on compliance (including any traffic offenses) and Containers received, transported, and delivered to each Delivery Location
13	Fraud	Logistics Provider must minimise and prevent fraud and must not provide false/misleading information
14	Insurance	Logistics Provider must effect relevant insurances
15	Suspension	PRO may direct Logistics Provider to suspend Services in limited circumstances (e.g. in emergency) Logistics Provider may be entitled to compensation
16	Default and termination by PRO	PRO may terminate for repeated or material default by Logistics Provider (including breach of KPIs) that has not been remedied in accordance with a cure plan process PRO may terminate for convenience subject to paying Logistics Provider's costs
17	Limit on liability	Subject to standard exceptions, Logistics Provider's liability for each year will be capped Consequential loss is excluded for each party subject to exception for Logistics Provider indemnities

18	Indemnity	Logistics Provider indemnifies PRO against claim / loss arising from Logistics Provider's actions/omissions
19	Confidentiality	Parties must keep Confidential Material confidential, subject to limited exceptions
20	Disputes	Disputes must be referred to expert negotiation and if unresolved, to expert determination. Disputes involving Common Dispute may be joined with Disputes of other Scheme Participants under Common Dispute Deed
21	Assignment and change of control	PRO may deal with interest in Logistics Services Agreement without Logistics Provider's consent Logistics Provider must not deal with interest in Logistics Services Agreement or allow change in control without PRO's consent

5. Variant Proposals

In addition to CRP Services, Processing Services and Logistics Services, Container Exchange invites Respondents to offer to provide additional value-adding services to support the Scheme through a Variant Proposal. Container Exchange will view favourably organisations who demonstrate commitment to innovative solutions that will provide a good 'customer' experience and help deliver an efficient and effective state wide Scheme.

These additional services may include but are not limited to:

- The operation and coordination of a number of CRPs (for example, under a vertically integrated hub and spoke model, CRPOs may collect containers using a network of smaller CRPs;
- Services to support social enterprises, charities and community groups; and
- Any other innovative services and solutions to achieve an optimal and cost-effective network solution for the CRS.

Variant proposals to deliver other services will be considered at the absolute discretion of Container Exchange on a value-for-money basis.

Respondents contemplating preparing a Variant Proposal are encouraged to discuss their Variant Proposal as early as possible with Container Exchange, so as to ensure that the Variant Proposal meets the objectives of Container Exchange. Contact details for Container Exchange are provided in **Section 6.11.**

Refer to **Volume 2** for the requirements to be provided for Variant Proposals.

6. Tender Process

6.1. Registration

Organisations wishing to participate in the Tender Process must register by emailing tenders@containerexchange.com.au with the following information:

- Organisation name;
- Name of contact person;
- Contact number; and
- Email address.

Registration is critical as it will ensure that each Respondent receives Tender Process updates and any addendums to the RFP that are issued by Container Exchange. Where a Respondent is different to the Organisation that has registered, the Respondent should notify Container Exchange by email of the details of the Respondent (including, where the Respondent is submitting a response on behalf of a consortium, details of all entities comprising the existing/proposed consortium).

6.2. Tender Process

The Tender Process aims to ensure that a robust, sustainable and value for money network of CRP's is established to meet the needs of the community and to support the successful delivery of the Scheme more broadly.

Respondents may elect to submit Proposals to provide one or more Services in respect of the Scheme.

6.2.1. *CRPO Tender Process*

The CRPO Tender Process consists of the following four stages:

1. **Proposal development** – Respondents will be required to develop a Proposal that meets the Proposal Requirements and demonstrates their compliance with the Minimum Requirements (Refer to **Volume 2**);
2. **Proposal evaluation** – Container Exchange will evaluate Proposals against the Proposal Requirements, including the Minimum Requirements (refer to **Section 6.6**);
3. **Book Build Process** – Proposals that meet the Proposal Requirements, including the Minimum Requirements will be considered in the Book Build Process (refer to **Section 6.7**); and
4. **Contract execution** – CRPOs who meet the Proposal Requirements, including the Minimum Requirements and have been successful in the Book Build Process will be invited to enter into the standard Container Collection Agreement (refer to the Pro-Forma provided as **Attachment A**) with Container Exchange, and commence delivering CRP Services.

6.2.2. *Processing Services Tender Process*

The Processing Services Tender Process consists of the following three stages:

1. **Proposal development** – Respondents will be required to develop a Proposal that meets the Proposal Requirements (Refer to **Volume 2**);
2. **Proposal evaluation** – Container Exchange will evaluate Proposals received against the Minimum Requirements, and then on a value for money basis in the context of the Processing Services requirements of the Scheme (refer to **Section 6.9**); and
3. **Contract execution** – Successful Processing Providers will be invited to enter into the Processing Services Agreements (refer **Section 3.2**) with Container Exchange, and commence delivering Processing Services.

6.2.3. *Logistics Services Tender Process*

The Logistics Services Tender Process consists of the following three stages:

1. **Proposal development** – Respondents will be required to develop a Proposal that meets the Proposal Requirements (Refer to **Volume 2**);
2. **Proposal evaluation** – Container Exchange will evaluate Proposals received against the Minimum Requirements, and then on a value for money basis in the context of the Logistics Services requirements of the Scheme (refer to **Section 6.10**); and
3. **Contract execution** – Successful Logistics Providers will be invited to enter into the Logistics Services Agreements (refer **Section 4.2**) with Container Exchange, and commence delivering Processing Services.

6.3. Timing of the Tender Process

Respondents are encouraged to respond to this RFP as soon as possible and must submit a response no later than the Closing Time. Container Exchange reserves the right, in its absolute discretion, to accept or reject any Proposal received after the Closing Time.

Details of the anticipated timing for the Tender Process and the Scheme are provided in the table below. The table is indicative only and Container Exchange reserves the right to change the timetable at its absolute discretion.

Table 7: Tender Process and Scheme timelines

Closing Time for submission of Proposals	12:00 pm (AEST) on 12 February 2018
Evaluation and book build	February 2018
Notification of Handling Fees and contract signing with CRPOs	February to March 2018
Contract signing with Processing Providers	March 2018
Contract signing with Logistics Providers	April 2018
Scheme Commencement Date	1 July 2018

6.4. Proposal Requirements

Respondents must provide the information and submit the Proposal Form set out in Volume 2 of the RFP for their Proposal to be considered by Container Exchange (the Proposal Requirements).

Container Exchange reserves the right to issue amendments or modifications to the RFP during the Tender Process in the form of addendums. These will be issued to all Respondents via email simultaneously and Proposals will be assumed to take account of any such modifications and amendments.

6.5. Lodgement of Proposals

All Proposals must be sent to tenders@containerexchange.com.au before the Closing Time in Microsoft Word or PDF format.

6.6. Minimum Requirements

Respondents must demonstrate that they meet certain Minimum Requirements to be deemed to be suitable to deliver the Services. These Minimum Requirements consist of:

- **Capability and capacity** – Demonstrated capability and capacity to deliver the Services;
- **Readiness** – Demonstrated ability to deliver Services by the Scheme Commencement Date;
- **Community engagement** – Demonstrated commitment and ability to facilitating community participation in the Scheme;

- **Organisational compliance** – Demonstrated history of compliance with legislative and regulatory requirements; and
- **Acceptance of commercial terms** – Confirmation of acceptance of the terms of the proposed Container Collection Agreement, the key terms of the Processing Service Agreement and/or Logistics Service Agreement (as applicable),

and are further set out in Volume 2.

Container Exchange will evaluate whether a Respondent has met the Minimum Requirements in its absolute discretion.

Container Exchange at its discretion may ask Respondents clarification questions in respect of the information provided in their Proposals. Container Exchange reserves the right to rely on this information during the evaluation of Proposals.

6.7. CRPO Book Build Process

Container Exchange will set Handling Fees across Queensland through a Book Build Process with the aim of establishing the target number of CRPs in **each Region and Area, by the Scheme Commencement** Date (refer to **Attachment B**).

The Book Build Process will work by considering the total number of CRPs required in a given Region and Area, and the proposed number of CRPs that potential CRPOs propose to deliver at given Handling Fee levels.

The Handling Fees set by Container Exchange for each Region will be the fee that delivers the required number of CRPs (on a value for money basis) in a given Region by the Scheme Commencement Date. CRPOs that bid less than the determined Handling Fee will be "successful" in the Book Build Process.

Subject to the 'Important Notice' at the beginning of this RFP, as well as Section 4 of Volume 1 of this RFP, Container Exchange believes that an appropriate Handling Fee is 5 cents per container across the State but that the CRPOs will be selected to fill the required number at the going market rate (which may be less than 5 cents).

Each successful CRPO will be offered the determined Handling Fee in the given Region even if they bid less than this fee.

If it is not possible for the target level of coverage to be achieved through the Book Build Process on a value for money basis (i.e. the determined Handling Fee is materially higher than 5 cents per container), Container Exchange reserves the right to use alternative means to achieve the coverage target, including setting Handling Fees at its discretion and intervening directly with the market to deliver the required number of CRPs.

Post the completion of the Book Build Process, additional CRPOs (either new to the market or those previously unsuccessful in the Tender Process) may (in Container Exchange's absolute discretion) be engaged by Container Exchange to deliver CRPs at the determined Handling Fee level and on the standard contract terms, post the exclusivity period (as discussed in **Section 6.8**).

6.8. CRPO Exclusivity Period

Following the completion of the Book Build Process, in recognition of the investment to be made by the CRPOs, Container Exchange will grant the successful CRPOs a 6 month exclusivity period from the Scheme Commencement Date for their CRPs in Areas where the required number of CRPs for Scheme Commencement has been achieved.

The exclusivity period is intended to allow the successful CRPOs the opportunity to establish their CRPs in an efficient manner. Post this initial exclusivity period, it should be noted that no exclusivity to operate CRPs in any locations will be provided under any circumstances.

In the event that during the Book Build Process, potential CRPOs propose to establish the number of CRPs in any Area:

- from the Scheme Commencement Date;
- at a Handling Fee of no more than 5 cents per container; and
- that is equal to (or greater than) the number of CRPs required to achieve the 30/6/19 target level (as specified in **Section 1.6**),

Container Exchange will extend the exclusivity period for CRPs in the relevant Area to 12 months from the Scheme Commencement Date.

6.9. Processing Provider Evaluation Process

Container Exchange will initially evaluate whether a Respondent has met the Minimum Requirements in its absolute discretion. If a Respondent has been deemed to meet the Minimum Requirements (refer to **Section 6.6**), Container Exchange will then further consider the Respondent's Proposal to deliver Processing Services.

Container Exchange will be appointing Processing Providers that support the efficient and value for money operation of the Scheme. Container Exchange will therefore be partnering with Processing Providers with a view to selecting:

- Providers that offer efficient and value for money Processing Services; and
- A state-wide network of Processing Providers to minimise transport costs (both in terms of Processing Centre location and also proposed infrastructure solutions).

Respondents for Processing Services are required to outline the total volume of containers they believe they will be required to process, and their proposed infrastructure solution, along with the location(s) of their proposed Processing Centres as part of their Proposal to deliver Processing Services in Volume 2.

6.10. Logistics Provider Evaluation Process

Container Exchange will initially evaluate whether a Respondent has met the Minimum Requirements in its absolute discretion. If a Respondent has been deemed to meet the Minimum Requirements (refer to **Section 6.6**), Container Exchange will then further consider the Respondent's Proposal to deliver Logistics Services.

Container Exchange will be appointing Logistics Providers that support the efficient and value for money operation of the Scheme. Container Exchange will therefore be partnering with Logistics Providers with a view to selecting providers that offer:

- Efficient and value for money Logistics Services;
- An appropriate fleet of vehicles to promote the efficient operation of the Scheme.

Respondents for Logistics Services are required to outline their proposed fleet (including depot locations) along with a logistics rate card as part of their Proposal to deliver Processing Services in Volume 2.

6.11. Enquiries

All enquiries (including all questions) regarding the Tender Process must be in writing and made to the following email address:

tenders@containerexchange.com.au

If Container Exchange provides additional information to a Respondent as a result of a question of a general nature from that Respondent, this additional information will be issued to the other Respondents.

Where a Respondent is of the view that a clarification question is not of a general nature, but relates to proprietary aspects of the Respondent's Proposal, the Respondent must identify that question as such. In such cases, the following may occur:

- if Container Exchange agrees that a question relates to proprietary aspects of the Respondent's Proposal, the question and response will not be circulated to the other Respondents;
- if Container Exchange considers the question is not proprietary, Container Exchange will advise the relevant Respondent, who has the option to withdraw the question; and
- if the relevant Respondent does not withdraw the question, then as with all questions of a general nature, the question and the response will be circulated to all Respondents.

Container Exchange will make every effort to respond in writing to questions submitted by Respondents as quickly as possible, however, the nature of the questions and volume submitted will determine the timeframe within which Container Exchange will be able to respond.

Questions will be accepted up to five Business Days prior to the Closing Time for Proposals, with no questions accepted after this time.

6.12. RFP Briefing Sessions

Container Exchange, in partnership with the Department will be undertaking a number of RFP briefing sessions across Queensland during January 2018.

The purpose of the RFP briefing sessions is to provide potential respondents with an overview of the Container Collection Services, Processing Services, Logistics Services and the Tender Process. Respondents are encouraged, but not required, to use this opportunity to find out more about the opportunity to provide CRS Services and to test their understanding of the requirements of the RFP.

Proposed dates for the RFP Briefing Sessions are set out in the following Table. Respondents are requested to register their attendance via tenders@containerexchange.com.au for their preferred RFP Briefing Session. Final details of the exact time and locations of the briefing sessions will be circulated to registered attendees once they have been confirmed.

Table 8: RFP Briefing Dates

Location	Date
Mackay	15 January 2018
St George	15 January 2018
Charleville	16 January 2018
Townsville	16 January 2018
Cairns	17 January 2018
Longreach	17 January 2018
Mt Isa	18 January 2018
Normanton	19 January 2018
Rockhampton	23 January 2018
Bundaberg	24 January 2018

For the avoidance of doubt, attendance at the RFP Briefing Sessions is not mandatory, and where any enquires are made by Respondents during the RFP Briefing Sessions, Section 6.11 of the RFP will apply.

In the event that there is an inconsistency between this document and the Container Collection Agreement and with information provided in a RFP briefing session, this document and the Container Collection Agreement prevails.

6.13. Probity for the Tender Process

Container Exchange and the Department has appointed a Probity Advisor to provide advice in respect of the Tender Process. Respondents are able to discuss any matter of a probity nature with the Probity Advisory:

Murray Watt
Managing Director
Management Options Pty Ltd
M: 0402 067 144
E: murray@mgtoptions.com.au

6.14. Probity and Security Investigations

Container Exchange may conduct independent research regarding any Respondents and the information contained in their Proposals. Container Exchange reserves the right to take into account any matters revealed as a result of its probity and security investigations in evaluating Proposals.

Container Exchange will be under no obligation to provide Respondents with details of the results of the probity and security investigations. Container Exchange reserves the right to defer or cancel the acceptance of a particular Proposal, or take such other action as it considers appropriate, in light of the information that it receives in the process of conducting probity and security investigations.

7. RFP Terms and Conditions

The terms and conditions set out in this **Section 7** are a condition of, and will apply to, each Respondent's participation in the Tender Process.

7.1. Liability

To the extent permitted by law, Container Exchange disclaims all liability (whether in contract, tort (including negligence), under statute or otherwise) arising from information contained in or omitted from this RFP or otherwise provided to any Respondent.

7.2. No Warranties

Container Exchange makes no representation or warranty, express or implied, as to the reliability or completeness of the information contained in this RFP, or any information that may be provided in association with it, including any information provided by Container Exchange in response to any enquiry made in accordance with **Section 6.11**.

7.3. Respondents to Inform Themselves

By submitting a Proposal, Respondents are deemed to have:

- Examined and considered this RFP, all other information made available to Respondents in writing by Container Exchange in connection with this RFP and all other necessary information which may be relevant to the risks, contingencies and other circumstances which may have an effect on their Proposal;
- Satisfied themselves as to the correctness and sufficiency of their Proposal;
- Acknowledged and agreed that they do not rely on any oral or written warranty or representation by or on behalf of Container Exchange, including any warranty or representation:
    - About the currency, reliability or completeness of the information contained in this RFP or provided as part of this Tender Process;
    - About the achievement of any estimate or forecast or that any statement as to future matters will prove correct; or
    - Contained in any response provided by Container Exchange to a Respondent enquiry under **Section 6.11**.

7.4. Assessment Criteria

Container Exchange is entitled to evaluate and consider all or any of the responses received to this RFP having regard to any criteria Container Exchange considers appropriate in its discretion (including the Proposal Requirements, the Minimum Requirements and value for money).

7.5. Costs of Responding

- All costs or expenses incurred by Respondents arising from or in connection with this RFP, including the preparation and submission of Proposals, any variation or withdrawal of the RFP (including through the issue of any addenda to the RFP), attending discussions, workshops and negotiations, and providing any additional information requested by Container Exchange, will be borne by the Respondents.
- Container Exchange will not reimburse the Respondent for any costs incurred in relation to its response – including in the event that Container Exchange does not proceed with the tender for the CRP Services as anticipated in this RFP, or at all.

7.6. Pricing Information

The Respondent represents and warrants that all prices it provides in its response will include all costs, expenses and any incidentals, including all Government charges, taxes and levies that may apply.

7.7. Reservation of Rights

Container Exchange reserves the right to (in its absolute discretion):

- Vary or amend the terms and conditions of this RFP at any time (including by issuing any addendum to this RFP);
- Apply the Proposal Requirements and other requirements of this RFP in its assessment of Proposals as it sees fit;
- Terminate the process outlined in this RFP or any subsequent tendering process at any time;
- Select preferred Respondents, shortlist Respondents or choose not to do so;
- Reject Respondents;
- Cancel the entire or any part of the Services;
- Negotiate with any one or more Respondents or any other person before or after the Closing Date in respect of their Proposal;
- Extend the Closing Date;
- Allow a Respondent to change its Proposal;
- Ultimately contract with more than one party for the supply of the products or services contemplated by this RFP;
- Award a contract to a Respondent that does not have the lowest price;
- Consider a non-conforming Proposal;
- Award multiple contracts that may result in competition to Respondents (i.e. no exclusivity will be granted);
- Enter into a contract for supply of products or services contemplated by this RFP, or for similar products and services, outside this Tender Process;
- Allow or not allow any Respondent to enter into a contract for supply of the products and services contemplated by this RFP in the name of a different legal entity from that which lodged a response; and
- Determine the method by which unsuccessful proposals are notified.

7.8. Decision Making

Container Exchange has absolute discretion in connection with any and all decisions made or actions taken, refused to be made or taken or required to be made or taken by it in connection with this RFP. To the extent permitted by law, Container Exchange has no liability to any Respondent for any such decision, action or refusal.

7.9. Confidential Information and RFP documents

Any information supplied by or on behalf of Container Exchange to Respondents which is not in the public domain is the confidential information of Container Exchange. This includes the information contained in Appendices of this RFP. Respondents must maintain confidentiality of that information. Respondents may disclose, with the prior written consent of Container Exchange, the confidential information provided to it by Container Exchange to a consultant it engages for the purpose of this Tender Process. Any such consultant must preserve the confidentiality of the confidential information disclosed to it. It is the responsibility of the Respondent to ensure that they do so.

If any part of a Proposal is confidential information to the Respondent, it must be clearly marked as confidential. Respondents must only mark those parts of their Proposal that are actually confidential. Container Exchange will take reasonable steps to keep confidential those parts of a Proposal that are clearly marked as confidential and that actually contain confidential information, but Container Exchange may disclose:

- Any part of a response where that disclosure is authorised or required by law; or
- Confidential information (including response documentation) to its consultants, Respondents, the State or advisers for the purpose of assessing the response or awarding a contract.

The Respondent grants Container Exchange the right to make copies of or use the response (including parts of the response) for any purpose in connection with the assessment of the response or awarding a contract.

Any information or documentation supplied by or on behalf of Container Exchange to Respondents in connection with this Tender Process remains the property of Container Exchange.

At the request of Container Exchange, Respondents must return or alternatively destroy any and all documentation supplied by or on behalf of Container Exchange in connection with this Tender Process.

7.10. Reliance by Container Exchange

Container Exchange may, without any further communication with a Respondent, rely on all conduct and representations of any kind (whether solicited or not) by a Respondent in connection with this RFP, including any representations made / information provided by Respondents in response to any clarification questions asked by Container Exchange as part of its Proposal evaluation process.

7.11. Non-collusion Obligation

Respondents must not:

- Collude with, accept any commission from, offer any commission to, or inflate tendered prices for the benefit of, any other Respondent;
- Disclose any part of a Respondent's Proposal to any other Respondent;
- Enter into any contract, agreement or understanding with any other Respondent or any trade, industry or other association to the effect that the Respondent, if successful, will confer any benefit on any other person; and
- Enter into any other improper or anticompetitive contract, agreement or understanding with any other person in connection with this tendering process.

By submitting a Proposal, each Respondent warrants that it has not taken any of the actions referred to in this section.

7.12. Normal Course of Business

Nothing in this RFP is intended to prevent proper communication between a Respondent and Container Exchange in the normal course of business between them to the extent that such communications can be maintained without compromising this RFP.

7.13. Conflicts of Interest

- Respondents must declare any existing, potential or perceived conflicts of interest in respect of their participation in this RFP.
- If a Respondent becomes aware of any actual, potential or perceived conflicts of interest in respect of their participation in this RFP after lodging its Proposal, it must notify Container Exchange of the details of that conflict as soon as reasonably practicable.
- If Container Exchange considers there is or may by an actual, potential or perceived conflict of interest in connection with a Proposal, Container Exchange may:
    - Exclude the Proposal from further consideration; or
    - Take any other action it considers appropriate.

7.14. Legal Implications of this Request

This RFP is not an offer capable of acceptance and therefore will not form part of a contract between Container Exchange and a Respondent.

No contractual obligations, express or implied, will arise between Container Exchange and a Respondent as a result of Container Exchange's provision of this RFP or a Respondent's submission of a Proposal. No Response is to be regarded as successful, nor will there be any legally binding relationship to acquire services between Container Exchange and a Respondent unless and until an Agreement has been signed by both parties.

The issue of this RFP does not in any way commit or otherwise oblige Container Exchange to enter into any contract, nor to proceed with any process in connection with this RFP.

To the extent permitted by law, Respondents will have no claim against Container Exchange arising out of Container Exchange's release of this RFP, nor any exercise or failure to exercise any of its rights under this RFP.

7.15. Governing law

The laws of Queensland apply to this RFP. Container Exchange and the Respondents irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Queensland.

Attachment A: Container Collection Agreement

As appended.

Please note that any items included in square brackets in the Container Collection Agreement will be populated prior to the Container Collection Agreement being entered into with any successful Respondents.

Allens › ‹ Linklaters

Container Exchange (QLD) Limited

[Operator]

Container Collection Agreement

Queensland Container Refund Scheme

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Contents

1	**Definitions and Interpretation**		**4**
	1.1	Definitions	4
	1.2	Interpretation	10
2	**Term**		**11**
	2.1	Conditions Precedent	11
	2.2	Expiry	12
	2.3	Extension of Term	12
3	**Approvals and notices from Regulatory Authorities**		**12**
4	**Standards and performance**		**12**
5	**Variations**		**13**
	5.1	Review Procedure	13
	5.2	Expedited Review Procedure	15
	5.3	Variation Order	15
	5.4	Omissions	16
	5.5	Acknowledgement by Operator	16
	5.6	Amendment by agreement	16
6	**Scheme Changes**		**16**
	6.1	Amendments to Agreement	16
	6.2	Further acts and documents	17
	6.3	No compensation	17
7	**Services**		**18**
	7.1	Operational Services	18
	7.2	Mobilisation Activities	18
	7.3	Copy of Container Collection Agreements to State	18
	7.4	No Exclusivity	18
	7.5	Containers collected	18
	7.6	Refund Amount – other than Reverse Vending Machines	19
	7.7	Refund Amount – Reverse Vending Machines	19
	7.8	Ownership of Containers	20
	7.9	Recycling and return of Containers	20
	7.10	Obligations relating to Reverse Vending Machines	20
8	**Payment**		**21**
	8.1	Payment by PRO	21
	8.2	Operator Invoices	21
	8.3	Timeframe for payment	21
9	**Information, Audits and Reporting**		**22**
	9.1	Audit and Reporting	22
	9.2	Government information	22
	9.3	Contravention of the Act	22
10	**Fraud**		**23**
11	**Security and recovery**		**23**
12	**Signage and branding**		**23**
13	**Intellectual Property and Trade Marks**		**23**
	13.1	Trade Marks licence	23
	13.2	Use of Trade Marks	23

DRAFT

DRAFT

	13.3	Other Intellectual Property	24
14	**Insurance**		**24**
15	**Suspension**		**25**
	15.1	Suspension by PRO	25
	15.2	Suspension by the Operator	25
	15.3	Compensation for suspension	25
16	**Default and Termination**		**26**
	16.1	Default	26
	16.2	Default Cure Plan	26
	16.3	Exclusion of common law rights	27
	16.4	Immediate termination	27
	16.5	Termination by either party	27
	16.6	Termination by PRO	27
	16.7	Termination for convenience	28
	16.8	Termination by Operator	28
	16.9	No compensation	29
	16.10	Transition out by Operator	29
	16.11	Rights not affected	29
17	**Liability**		**29**
	17.1	General	29
	17.2	Consequential loss	30
	17.3	Indemnity by Operator	30
18	**Confidentiality**		**30**
	18.1	Confidentiality and Confidential Material	30
	18.2	Exceptions to confidentiality	30
	18.3	Publicity and branding	31
19	**Disputes**		**31**
	19.1	Notice of Dispute	31
	19.2	Executive Negotiation	32
	19.3	Referral to Expert Determination	32
	19.4	Expert Determination	32
	19.5	Not Arbitration	33
	19.6	Procedure for Determination	33
	19.7	Disclosure of Interest	34
	19.8	Costs	34
	19.9	Conclusion of Expert Determination	34
	19.10	Determination of Expert	34
	19.11	Proceedings 34	
	19.12	Continuation of obligations	34
	19.13	Urgent interlocutory relief	35
20	**Miscellaneous**		**35**
	20.1	Assignment	35
	20.2	Change of Control	35
	20.3	Duty	35
	20.4	Preparation of Agreement	36
	20.5	Counterparts	36
	20.6	Entire Agreement	36

20.7 Inconsistent provisions 36
20.8 Governing Law and Jurisdiction 36
20.9 Joint and Several Obligations 36
20.10 No Agency or Partnership 36
20.11 No merger 37
20.12 No waiver 37
20.13 Notices 37
20.14 Further acts and documents 38
20.15 Corporate power and authority 38
21 GST and taxation 38
Schedule 1 Reference Schedule 40
Schedule 2 Services Specification 41
Schedule 3 Payments Schedule 49
Schedule 4 Rules for Expert Determination Process 55
Schedule 5 Form for payment claims 56
Schedule 6 Form of Statutory Declaration 57

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This Agreement is made on

Parties

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1 **Container Exchange (QLD) Limited** (ACN 622 570 209) of Level 25, 480 Queen St., Brisbane QLD 4000 (the ***PRO***).

2 **[Operator]** (ACN [*]) of [*] (the ***Operator***).

Recitals

A The Queensland Government, through the Queensland Department of Environment and Heritage Protection, has established a beverage container refund scheme pursuant to Part 3B of Chapter 4 of the Act (***Scheme***) for the purposes of reducing the volume of waste and promoting the recovery, reuse and recycling of empty beverage containers in Queensland.

B The Scheme will be delivered by the PRO, as the Product Responsibility Organisation under the Act.

C The PRO and the Operator are entering into this Agreement in accordance with section 99Z of the Act.

D The Operator has agreed to provide the Services in accordance with this Agreement.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Capitalised terms used in this Agreement and not defined in it have the meaning given to those terms in the Act.

Act means the *Waste Reduction and Recycling Act 2011* (Qld).

Agreement means this Container Collection Agreement, including all schedules, annexures and appendices.

Approval means any licence, permit, consent, approval, determination, certificate or other requirement:

(a) of any Regulatory Authority having any jurisdiction in connection with the implementation of the Scheme; or

(b) under any other applicable Statutory Requirement,

which must be obtained or satisfied for the purposes of performance of the parties' respective obligations under this Agreement.

Associate means, in respect of a party, any employee, officer, agent, or subcontractor of that party, but in respect of:

(a) the PRO - excludes the State, the other Scheme Participants and the Operator; and

(b) the Operator - excludes the PRO.

Business Day means a day that is not a Saturday, Sunday, or public holiday and on which banks are open for business generally in Brisbane.

Change in Law means a change in a Statutory Requirement of the State of Queensland or a State Policy after the Effective Date which:

(a) specifically and only affects the PRO, the Scheme or the Scheme Participants; and

(b) causes the PRO or the Operator to incur more or less costs than otherwise would have been incurred in respect of carrying out its obligations under the Act.

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Claim means any claim, notice, demand, action, proceeding or litigation and includes any claim for the payment of money or relief from performance whether the claim, notice, demand, action, proceeding or litigation:

(a) is in any way in connection with this Agreement or either party's conduct before this Agreement, including any direction of the Party Representative of the PRO;

(b) is in any way in connection with implementation of the Scheme; or

(c) otherwise arises at law or in equity including:

(i) by statute;

(ii) in tort for negligence or otherwise, including negligent misrepresentation; or

(iii) for restitution.

Codes and Standards means all relevant Australian industry codes and standards, including any codes and standards that come into effect after the date of this Agreement.

Common Dispute means a dispute which involves a question of law (including a question of contract interpretation) or a question of fact, that is of general application or importance to a Container Recovery Agreement, Container Collection Agreement or a Material Recovery Agreement between the PRO and another Scheme Participant.

Common Dispute Deed means the deed dated [insert date], between the PRO, the [*] and all other parties who have executed or acceded to the deed from time to time in the form of the deed so entitled and appearing on the PRO's website.

Confidential Material means:

(a) this Agreement; and

(b) any data and other commercially sensitive information provided by either party to the other party in relation to the Scheme or arising out of, or in connection with, this Agreement.

Container has the meaning given to that term under section 99M of the Act.

Container Collection Agreement has the meaning given to that term under section 99ZA of the Act.

Container Collection Services has the meaning given to it under section 2 of the Services Specification.

Container Recipient means the person notified by the PRO to the Operator in writing as the 'Container Recipient' on or about the Effective Date, as may be amended by written notice from the PRO to the Operator from time to time.

Container Recovery Agreement has the meaning given to that term under section 99Q of the Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Customer Services has the meaning given to it under section 3 of the Services Specification.

Default has the meaning given in clause 16.1.

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Default Cure Plan has the meaning given in clause 16.2(a).

Default Interest Rate means the ninety (90) day bank bill swap reference rate (Average Bid) as published in the Australian Financial Review plus 200 basis points.

Default Notice has the meaning given in clause 16.1.

Effective Date has the meaning given to that term in clause 2.1.

Environment, Health and Safety Services has the meaning given to it under section 4 of the Services Specification.

Executive Negotiators means the persons stated in the Reference Schedule.

Expedited Review Procedure means a review of this Agreement conducted in accordance with clause 5.2.

Expiry Date means the date that is 5 years from the Scheme Commencement Date, unless extended in accordance with clause 2.3, in which case the Expiry Date shall be the extended date.

Fee means fee payable by the PRO to the Operator for the Operational Services in accordance with the terms of this Agreement, including clause 8 and the Payments Schedule.

Good Industry Practice means, in relation to any activity, the exercise of that degree of skill, care, diligence, prudence, methods, practices, processes, workmanship and use of material and equipment, that would be reasonably exercised by a skilled and experienced person who:

(a) is engaged in the carrying out of activities of the same nature and extent as the Services by reference to proper and prudent practices recognised in Australia;

(b) knows the facts that were known, or should reasonably have been known, to the person performing the activity at that time;

(c) complies with all applicable Statutory Requirements;

(d) complies with all applicable Codes and Standards; and

(e) acts to the standards and in the manner required by clause 4.

GST means the tax payable on taxable supplies under the GST Legislation, and includes an amount that a party is notionally liable to pay as GST under the GST Legislation.

GST Legislation means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.

GST Supplier has the meaning given in clause 21(c).

Handling Fee is the fee per Container for providing Container Collection Services, Customer Services and Environment, Health and Safety Services as detailed in sections 2, 3 and 4 of the Services Specification, in accordance with the Payments Schedule.

Handling Fee Payment has the meaning given to it in section 1.3 of the Payments Schedule.

Insolvency Event means:

(a) a person informs the other party in writing, or its creditors generally, that the person is insolvent or is unable to proceed with this Agreement for financial reasons;

(b) execution is levied against a person by a creditor;

(c) in relation to an individual person or a partnership, the person:

(i) commits an act of bankruptcy;

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(ii) has a bankruptcy petition presented against him or her or presents his or her own petition;

(iii) is made bankrupt;

(iv) makes a proposal for a scheme of arrangement or a composition; or

(v) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part IX of the Bankruptcy Act 1966 (Cth); or

(d) in relation to a corporation, any one of the following:

(i) notice is given of a meeting of creditors with a view to the corporation entering into a deed of company arrangement;

(ii) the corporation entering a deed of company arrangement with creditors;

(iii) a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the corporation;

(iv) an application is made to a court for the winding up of the corporation and not stayed within 10 Business Days, other than for the purposes of solvent reconstruction or amalgamation;

(v) a winding up order is made in respect of the corporation, other than for the purposes of solvent reconstruction or amalgamation;

(vi) the corporation resolves by special resolution that it be wound up voluntarily, other than for a members' voluntary winding-up or for the purposes of solvent reconstruction or amalgamation; or

(vii) a mortgagee of any property of the corporation takes possession of that property.

Intellectual Property means:

(a) all copyright and analogous rights;

(b) all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), designs (whether or not registrable), confidential information (including trade secrets and know-how), circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields; and

(c) all rights to register, rights in applications for the registration of and rights to extend or renew the registration of any of the foregoing,

whether created before, on or after the Effective Date and whether existing in Australia or otherwise.

Logistics Agreement means any agreement(s) entered into by the PRO with a logistics services provider for the transportation of empty Containers from one or more Refund Points to a processing centre, as notified in writing by the PRO to the Operator from time to time.

Loss means losses, liabilities, claims, proceedings, actions, demands, damages, costs, charges, expenses or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

Manufacturer has the meaning given to that term under section 99O of the Act.

Material Recovery Agreement has the meaning given to that term under section 99ZF of the Act.

Material Recovery Facility has the meaning given to that term under section 99ZE of the Act.

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Material Recovery Facility Operator means the operator of a Material Recovery Facility, as that term is defined in section 99ZE of the Act.

Material Type means the following 8 types of materials: Glass, PET, HDPE, Aluminium, Steel, Liquid Paper Board, Other Plastics and Other Materials.

Minister means the minister who is responsible under Queensland law for administering the relevant provisions of the Act.

Mobilisation Completion Date means, for each Operator Refund Point, the date specified as such for that Operator Refund Point in the Reference Schedule, unless extended in accordance with clause 7.2(d), in which case the Mobilisation Completion Date for the Operator Refund Point will be the extended date.

Mobilisation Period means, for each Operator Refund Point, the period from the Effective Date to the Mobilisation Completion Date for that Operator Refund Point.

Mobilisation Activities means all activities reasonably necessary to enable the Operator to be able to commence and undertake the Operational Services in accordance with this Agreement by the Operations Commencement Date.

Operating Week means each 7 day week after the Scheme Commencement Date.

Operational Services means the services detailed in the Services Specification.

Operations Commencement Date means, for each Operator Refund Point, the day immediately following the Mobilisation Completion Date for that Operator Refund Point.

Operations Period means, for each Operator Refund Point, the period from the Operations Commencement Date for that Operator Refund Point to the Expiry Date.

Operator Invoice Date means the first Business Day of each Operating Week beginning the first Monday following the Scheme Commencement Date.

Operator Refund Point means each Refund Point operated by the Operator as listed in the Reference Schedule

Party Representative means each party's representative, as set out in the Reference Schedule.

Payment Claim means the claim for payment detailing the volume of Containers collected each Operating Week which complies with the requirements set out in section 2.2 of the Payments Schedule.

Payments Schedule means Schedule 3 to this Agreement, as amended from time to time in accordance with this Agreement.

Product Responsibility Organisation has the meaning given to that term under the Act.

Recitals means the 'Recitals' section of this Agreement.

Reference Schedule means Schedule 1 to this Agreement.

Refund Amount has the meaning given to that term in section 99K of the Act and is GST-inclusive.

Refund Marking has the meaning given to that term in section 99K of the Act.

Refund Point has the meaning given to the term 'container refund point' in section 99K of the Act.

Refund Point Operator means the operator of a Refund Point, and includes the Operator.

Regulation means:

(a) the *Waste Reduction and Recycling (Container Refund Scheme) Amendment Regulation 2017* (QLD); and

(b) any other regulation made under Part 3B of Chapter 4 of the Act.

Regulatory Authority means:

DRAFT

(a) any government or a governmental, quasi-governmental or judicial entity or authority (including the department or agency responsible under Queensland law for the relevant provisions of the Act);

(b) a stock exchange; and

(c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise, delegated authority or similar entity,

whether of Australia or elsewhere that has powers or jurisdiction under any law over a party or any act relating to this Agreement.

Reverse Vending Machine has the meaning given to that term in section 99K of the Act, and ***RVM*** has the same meaning.

Review Procedure means a review of this Agreement conducted in accordance with clause 5.1.

Scheme has the meaning given to that term in the Recitals.

Scheme Commencement Date means the date on which the Scheme commences under the Act.

Scheme Objectives mean the objects outlined in clause 99H of the Act.

Scheme Participant means:

(a) the PRO;

(b) a Manufacturer that has entered into a Container Recovery Agreement with the PRO;

(c) a Material Recovery Facility Operator that has entered into a Material Recovery Agreement with the PRO; and

(d) a Refund Point Operator that has entered into a Container Collection Agreement with the PRO,

as the context requires.

Services means the Mobilisation Activities and the Operational Services.

Services Specification means Schedule 2 to this Agreement, as amended from time to time in accordance with this Agreement.

State means the Crown in right of the State of Queensland.

State Policy means any policy, guideline, standard, circular directive, practice specification or procedure or direction (including any direction issued by the Minister under the Act) which applies in connection with the Scheme and which affects implementation of the Scheme, which:

(a) is notified to the PRO;

(b) is publicly available or otherwise available to the PRO; or

(c) the PRO is expressly required by the terms of this Agreement, by law, or by direction of the Minister or the State, to comply with,

as may be amended or updated from time to time.

Statutory Requirements means:

(a) any law applicable to implementation and operation of the Scheme, the provision of the Services or the Operator's obligations under this Agreement, including Acts, ordinances, regulations, by-laws, orders and other subordinate legislation, including those in relation to workplace health and safety;

DRAFT

(b) Approvals (including any condition or requirement under them), applicable to implementation and operation of the Scheme, the provision of the Services and/or the Operator's obligations under this Agreement; and

(c) fees and charges payable in connection with the foregoing.

Term means the term of this Agreement, commencing on the Effective Date and terminating on the Expiry Date.

Trade Mark means any trade mark registered by, or licensed to, the PRO in connection with the Scheme, set out in Appendix 2, as may be amended from time to time and notified by the PRO to the Operator in writing.

Variation means a variation, amendment or modification of this Agreement (including the Services Specification or Payments Schedule) in accordance with clause 5.

Variation Order has the meaning given in clause 5.3.

Verification Methodology means the verification methodology contained at Appendix 1, as may be amended from time to time in accordance with clause 5 and clause 6.

Wilful Misconduct means an act or failure to act by the relevant party that was intended to cause, was in deliberate disregard of, or deliberate indifference to, harmful consequences, excluding any innocent act, omission, mistake or error of judgment.

1.2 Interpretation

(a) Headings are for convenience only and do not affect interpretation.

(b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

(c) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.

(d) In the event of any inconsistency between the terms of this Agreement and the Act or the Regulations, the terms of the Act and Regulations shall prevail to the extent of that inconsistency.

(e) The following rules apply unless the context requires otherwise.

(i) The singular includes the plural, and the converse also applies.

(ii) A gender includes all genders.

(iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(v) A reference to a clause, Schedule or Appendix is a reference to a clause of, or Schedule or Appendix to, this Agreement.

(vi) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.

DRAFT

(vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.

(viii) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(x) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

(xi) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.

(xii) A reference to *dollars* or *$* is to Australian currency.

(xiii) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).

(xiv) A reference to property or an *asset* includes any real or personal, present or future, tangible or intangible property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived from the property or asset.

(xv) A reference to time is to Brisbane, Australia time.

(xvi) A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.

(xvii) A *month* means a calendar month.

(xviii) A reference to a year is a reference to each successive period of 12 months, commencing on the Effective Date.

2 Term

2.1 Conditions Precedent

This Agreement takes effect and comes into force on the later of:

(a) the date the PRO notifies the Operator that its appointment by the Minister as the Product Responsibility Organisation under the Act has become unconditional;

(b) the date of this Agreement; and

(c) the date on which the Operator delivers to the PRO (in form and substance satisfactory to the PRO) a duly executed deed poll acceding to the Common Dispute Deed,

(***Effective Date***).

2.2 Expiry

This Agreement ends on the Expiry Date, unless terminated earlier in accordance with this Agreement.

2.3 Extension of Term

DRAFT

(a) The PRO must, no later than the date which is 7 months before the Expiry Date:

(i) extend the Expiry Date by a period of 5 years by issuing a written notice to the Operator to this effect (***Extension Notice***); or

(ii) issue a written notice to the Operator of its intention to let this Agreement expire on the relevant Expiry Date (***Expiry Notice***).

(b) If the PRO does not give an Extension Notice or an Expiry Notice in accordance with clause 2.3(a), it will be deemed to have provided an Extension Notice on the date which is 7 months before the relevant Expiry Date.

(c) The Operator must accept or reject any Extension Notice within 20 Business Days of receipt (and if it does not do so within this period, it will be deemed to have accepted the Extension Notice).

(d) If the PRO issues an Expiry Notice or the Operator rejects an Extension Notice within the timeframe specified in clause 2.3(c), then this Agreement will expire on the relevant Expiry Date.

(e) If an Extension Notice is accepted (or deemed to be accepted) by the Operator, the relevant Expiry Date is extended for a further five years and any such extension will:

(i) be on the terms and conditions in effect at the end of the then current Term; and

(ii) take effect from the end of the then current Term.

(f) Where the Term is extended under this clause 2.3, the parties may also agree to vary the Fee that is to apply during the extended Term, in accordance with the procedure set out in the Payments Schedule.

3 Approvals and notices from Regulatory Authorities

The Operator must:

(a) maintain for the duration of the Term (at its cost) all Approvals (including all development consents) required for it to be able to provide the Services in accordance with this Agreement and all Statutory Requirements;

(b) promptly provide to the PRO all relevant notices, applications and written communications between the Operator and any Regulatory Authority regarding each Operator Refund Point and the Services (***Authority Notices***); and

(c) regularly update the PRO on the Operator's (or its Associates') discussions and interactions with any such Regulatory Authority regarding any such Authority Notices.

4 Standards and performance

(a) The Operator must:

(i) perform its obligations under this Agreement, including the Services:

(A) in accordance with any services standards set out in the Services Specification;

DRAFT

(B) to an appropriate standard of amenity (including with respect to cleanliness, safety and convenience);

(C) in a safe and timely manner and in accordance with this Agreement, all Statutory Requirements, and any Codes and Standards that are legally binding on the Operator or the PRO;

(D) in a competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice, including with respect to the handling and resolution of any customer complaints; and

(E) in accordance with any reasonable directions of the PRO (or an authorised Associate of the PRO as notified to the Operator by the PRO from time to time) and any reasonable policies, procedures and rules notified by the PRO from time to time. To the extent any policies, procedures and rules are inconsistent with the terms of this Agreement (including any schedules, appendices and annexures), this Agreement prevails);

(ii) ensure that each Operator Refund Point complies with all Statutory Requirements and State Policies; and

(iii) in the performance of its obligations under this Agreement:

(A) provide all things and take all measures necessary to protect people and property;

(B) prevent nuisance and unnecessary noise, disturbance, odour and interference with others;

(C) ensure that the Services are fit for the purpose or purposes detailed in this Agreement;

(D) ensure that it has the necessary resources (including personnel) to perform the Services; and

(E) ensure that the Services will be performed by suitably qualified personnel with appropriate skills and experience; and

(F) to the extent required in connection with the performance of the Services under this Agreement, co-operate and co-ordinate its activities with other Scheme Participants and any authorised Associate of the PRO (as notified to the Operator by the PRO from time to time).

(b) The Operator must not:

(i) by its acts or omissions, place the PRO in breach of any Statutory Requirement or other law; or

(ii) act in a manner that damages the PRO's brand, goodwill or reputation.

5 Variations

5.1 Review Procedure

(a) (**Review Notice**) The PRO:

(i) must, prior to the date which is 10 months before the Expiry Date; and

(ii) may, at its discretion, at any time during the Term,

DRAFT

issue a notice to the Operator which will set out the PRO's intention to conduct a review of this Agreement and details of any proposed Variation which the PRO is considering implementing as part of the review (***Review Notice***). The Operator acknowledges that the PRO may also issue similar notices to other Refund Point Operators at the same or similar time.

(b) (**Operator's Review Proposal**) Within 10 Business Days of the PRO issuing a Review Notice (or such longer period notified by the PRO), the Operator must submit a proposal to the PRO with respect to the Review Notice setting out:

(i) if applicable, the Operator's views as to the effect (if any) the proposed Variation will have on the performance of the Services and on the direct costs reasonably incurred (or to be incurred) by the Operator in respect of the Services;

(ii) if applicable, any other comments the Operator may have on the proposed Variation; and

(iii) any other proposal by the Operator to change the Services, amend the Payments Schedule or Verification Methodology, or amend this Agreement,

and such proposal must be accompanied by any supporting documentation as may reasonably be required by the PRO (***Operator's Review Proposal***). The PRO may (as part of the Review Procedure) disclose any part of the proposal submitted by the Operator under this clause 5.1(b) on an anonymised basis to other Scheme Participants and the Minister (unless otherwise agreed by the parties).

(c) (**Discussion of Operator's Review Proposal**) As soon as practicable after the PRO issues the Review Notice, the parties must meet in good faith (whether in person or remotely and at a time and method directed by the PRO acting reasonably, having regard to the fact that the meeting may be attended by one or more other Refund Point Operators in accordance with clause 5.1(d)) and work together to discuss and consider the:

(i) PRO's Review Notice; and

(ii) Operator's proposal to the PRO with respect to the Review Notice (and the PRO must give due consideration of the Operator's Review Proposal),

and must each use their best endeavours to agree any:

(iii) timeframe for implementation of any Variation;

(iv) change to the Services;

(v) amendment to the Payments Schedule and Verification Methodology;

(vi) amendment to the terms of this Agreement.

(d) (**Other Refund Point Operators**) The PRO may invite one or more other Refund Point Operators to any meeting between the PRO and the Operator (including any meeting under clause 5.1(c)).

(e) (**Direction by the PRO**) Following any meeting or meetings under clause 5.1(c) the PRO may issue a Variation Order that, in the PRO's reasonable opinion, must take into account:

(i) the PRO's original Review Notice;

(ii) the Operator's Review Proposal (as well as any similar proposals provided by other Refund Point Operators);

(iii) the discussions at any meeting or meetings under clause 5.1(c) and 5.1(d); and

(iv) the best interests of all Scheme Participants (including other Refund Point Operators).

5.2 Expedited Review Procedure

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(a) (**Expedited Review Proposal**) Other than during the course of any Review Procedure under clause 5.1:

(i) the Operator may, at any time during the Term (but no more frequently than once in every 12 month period); and

(ii) the PRO may, at its discretion, at any time during the Term,

issue a notice to the other party setting out a proposal for a Variation, provided that such proposal may not, in the PRO's reasonable opinion, materially alter the scope of the Services or the Fee, unless otherwise agreed by the parties (***Expedited Review Proposal***).

(b) (**Discussion of Expedited Review Proposal**) As soon as practicable after an Expedited Review Proposal is issued, the parties must meet in good faith (whether in person or remotely and at a time and method directed by the PRO acting reasonably, having regard to the fact that the meeting may be attended by one or more other Refund Point Operators in accordance with clause 5.2(c) and work together to consider the Expedited Review Proposal, and must each use their best endeavours to agree any:

(i) timeframe for implementation of any Variation;

(ii) change to the Services;

(iii) amendment to the Payments Schedule and Verification Methodology; and

(iv) amendment to the terms of this Agreement.

(c) (**Other Refund Point Operators**) The PRO may invite one or more other Refund Point Operators to any meeting between the PRO and the Operator (including any meeting under clause 5.2(b)).

(d) (**Direction by the PRO**) Following a meeting or meetings under clause 5.2(b):

(i) the party that issued the Expedited Review Proposal may withdraw it; or

(ii) the PRO may issue a Variation Order that, in the PRO's reasonable opinion, must take into account:

(A) the original Expedited Review Proposal;

(B) the discussions at any meeting or meetings under clause 5.2(b); and

(C) the best interests of all Scheme Participants (including other Refund Point Operators).

5.3 Variation Order

(a) Subject to the PRO first conducting a review in accordance with the Review Procedure or the Expedited Review Procedure, the PRO may direct the Operator to carry out a Variation by issuing a written document titled "Variation Order" setting out a proposed Variation to:

(i) the Services Specification;

(ii) the Payments Schedule;

(iii) the Verification Methodology; and/or

(iv) any other applicable provision of this Agreement,

as well as a price for that Variation as determined in accordance with clause 5.3(b), both of which will take effect from the date specified in the Variation Order (a ***Variation Order***)

(b) The PRO must price the Variation using the following order of precedence:

(i) prior agreement between the PRO and the Operator;

(ii) applicable rates or fees in this Agreement; and

(iii) reasonable rates or fees (as determined by the PRO),

to address any direct costs reasonably incurred (or to be incurred), or savings made (or to be made) by the Operator as a consequence of the proposed Variation.

DRAFT

(c) Subject to clause 5.3(d) to (f), both parties must comply with any Variation Order issued in accordance with this Agreement and any Variation will be binding on the parties as if it was included in this Agreement.

(d) If the Operator does not agree to a Variation directed under a Variation Order, it may issue a notice setting out its reasons to the PRO (***Dissatisfaction Notice***) and clause 16.8(a)(ii) shall apply.

(e) The PRO may, in its sole discretion, choose to amend the Variation Order on account of any Dissatisfaction Notice issued by the Operator, in which case clause 16.8(a)(ii) shall not apply.

(f) The Operator may, at any time, withdraw a Dissatisfaction Notice.

(g) The Operator must not vary the Services except as directed in writing by the Organisation in accordance with this Agreement.

5.4 Omissions

(a) The PRO may direct a Variation in accordance with this clause 5 which omits any part of the Services.

(b) If a Variation omits any part of the Services, the PRO may thereafter carry out the omitted part of the Services either itself or by engaging other contractors, and the Operator will be relieved of its obligation in relation to such part of the Services.

5.5 Acknowledgement by Operator

The Operator acknowledges that:

(a) in addition to this Agreement, the PRO has entered into Container Collection Agreements with other Refund Point Operators;

(b) all Container Collection Agreements must be consistent to protect the PRO's legitimate interest in ensuring the efficiency of the Scheme; and

(c) the PRO is not required to agree to any Variation proposed by the Operator.

5.6 Amendment by agreement

Other than as expressly set out elsewhere in this Agreement, this Agreement may be amended only by another written agreement executed by all the parties.

6 Scheme Changes

6.1 Amendments to Agreement

(a) If:

(i) there is any Change in Law, including where a direction has been issued by the Minister in accordance with clause 102ZE of the Act; or

(ii) the Minister amends the PRO's appointment as the Product Responsibility Organisation under the Act,

DRAFT

(***Scheme Change***), the PRO may, by giving no less than 15 Business Days' notice in writing to the Operator (***Scheme Change Notice***), amend the Payments Schedule, the Verification Methodology, the Services Specification, the Reference Schedule or other terms of this Agreement to address that Scheme Change, including any changes to the Fee as a result of any additional costs reasonably incurred (or to be incurred), or savings made (or to be made) in relation to the Scheme as a result of such Scheme Change.

(b) The Operator may provide the PRO with a written submission in response to the Scheme Change Notice within 5 Business Days of receiving the Scheme Change Notice (***Operator Response***).

(c) The PRO:

(i) must review and consider any Operator Response provided in accordance with clause 6.1(b); and

(ii) may (in its sole discretion) amend the Scheme Change Notice in response to any Operator Response provided in accordance with clause 6.1(b).

(d) Subject to clause 6.1(f) to (h), where the PRO issues a Scheme Change Notice in accordance with this clause, the Operator acknowledges and agrees that with effect from the date specified in the Scheme Change Notice, this Agreement is amended as set out in the Scheme Change Notice, as might be amended in accordance with clause 6.1(c).

(e) Any amendment to this Agreement under this clause 6 is not subject to the PRO first conducting a review in accordance with the Review Procedure or the Expedited Review Procedure with respect to that amendment.

(f) If the Operator does not agree with an amendment in a Scheme Change Notice, it may issue a notice setting out its reasons to the PRO (***Dissatisfaction Notice***) and clause 16.8(a)(ii) shall apply.

(g) The PRO may, in its sole discretion, choose to amend the Scheme Change Notice on account of any Dissatisfaction Notice issued by the Operator, in which case clause 16.8(a)(ii) shall not apply.

(h) The Operator may, at any time, withdraw a Dissatisfaction Notice.

6.2 Further acts and documents

The Operator must promptly do all further acts and execute and deliver all further documents (in form and content reasonably required by the PRO) required by law or reasonably requested by the PRO to give effect to the amendment referred to in clause 6.1.

6.3 No compensation

Other than its entitlement to any additional fees or savings determined under clause 6.1(a), the Operator is not entitled to any compensation from the PRO as a result of any amendment to this Agreement pursuant to this clause 6.

7 Services

7.1 Operational Services

During each Operations Period the Operator must provide the Operational Services in accordance with this Agreement.

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7.2 Mobilisation Activities

(a) During each Mobilisation Period, the Operator must perform the Mobilisation Activities in accordance with this Agreement, including (at its cost):

(i) obtaining all Approvals;

(ii) engaging staff;

(iii) testing its information technology and other systems; and

(iv) entering into any applicable services contracts,

required for it to be able to provide the Services in accordance with this Agreement and all Statutory Requirements.

(b) The Operator must complete all Mobilisation Activities for each Operator Refund Point on or before the Mobilisation Completion Date for that Operator Refund Point.

(c) During each Mobilisation Period, the Operator must provide to the PRO a regular report in such format as the PRO requires, setting out:

(i) details of the progress made by the Operator in the previous reporting period in respect of the Mobilisation Activities for the relevant Operator Refund Point; and

(ii) any other information the PRO may reasonably request from time to time.

(d) The parties acknowledge and agree that each Mobilisation Completion Date may be extended only in circumstances where the PRO or the State has caused a delay preventing the Operator from being able to comply with its obligation in clause 7.2(b) by the then applicable Mobilisation Completion Date for that Operator Refund Point.

7.3 Copy of Container Collection Agreements to State

The Operator acknowledges and agrees that if requested by the State, the PRO may provide a copy of this Agreement, and any information relating to this Agreement, to the State.

7.4 No Exclusivity

The Operator acknowledges and agrees that, in addition to contracting with the Operator under this Agreement, the PRO may also contract with any other Refund Point Operators with respect to the operation of any other Refund Points.

7.5 Containers collected

(a) Clause 7.5(b) only applies with respect to the Services provided at an Operator Refund Point if the Reference Schedule specifies that the relevant Operator Refund Point is not a Reverse Vending Machine.

(b) Subject to section 99S(3) of the Act, during each Operations Period, the Operator must ensure that:

(i) whenever an Operator Refund Point is required to be open and operational in accordance with this Agreement:

(A) it is capable of collecting all types of empty Containers;

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(B) all types of empty Containers are allowed to be delivered to, and collected at, the relevant Operator Refund Point; and

(C) the Operator accepts delivery of all empty Containers delivered to the relevant Operator Refund Point during those times; and

(ii) all Containers delivered to, or collected at, any Operator Refund Point are kept separate from any other material delivered to, or collected at, that Operator Refund Point; and

(iii) it prepares and maintains appropriate auditable records to document its compliance with clause 7.5(b)(ii).

(c) For the avoidance of doubt, the Operator will not be entitled to any payment from the PRO with respect to a Container where any of the circumstances listed in section 99S(3) of the Act apply with respect to that Container and any such Containers must be kept separate from eligible Containers delivered to, or collected at, any Operator Refund Point. The Operator must prepare and maintain appropriate auditable records to document its compliance with this clause 7.5(c).

(d) The Operator acknowledges that:

(i) the definition of Containers may change under applicable Statutory Requirements during the Term; and

(ii) it will be required to accommodate any such change in the provision of the Services under this Agreement.

7.6 Refund Amount – other than Reverse Vending Machines

(a) This clause 7.6 only applies with respect to the Services provided at an Operator Refund Point if the Reference Schedule specifies that the Operator Refund Point is not a Reverse Vending Machine.

(b) Subject to section 99S(3) of the Act, during each Operations Period, the Operator must pay the Refund Amount:

(i) to each person presenting an empty Container at the Operator Refund Point;

(ii) per empty Container collected; and

(iii) otherwise in accordance with the Payments Schedule and all applicable Statutory Requirements.

(c) For the avoidance of doubt, the Operator must not pay a Refund Amount with respect to a Container where any of the circumstances listed in section 99S(3) of the Act apply with respect to that Container.

7.7 Refund Amount – Reverse Vending Machines

(a) This clause 7.7 only applies with respect to the Services provided at an Operator Refund Point if the Reference Schedule specifies that the Operator Refund Point is a Reverse Vending Machine.

(b) Without limiting the requirement for the Operator to comply with all Statutory Requirements, the Operator must ensure that Refund Amounts:

(i) may be claimed; and

(ii) are paid and dispensed,

in accordance with section 99U of the Act.

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7.8 Ownership of Containers

(a) Subject to clause 7.8(b), title in all empty Containers collected at each Operator Refund Point will vest in the Operator immediately upon:

(i) acceptance of the Container at the Operator Refund Point; and

(ii) payment of the Refund Amount by the Operator with respect to the Container.

(b) Title in each Container referred to in clause 7.8(a) will subsequently pass from the Operator to the Container Recipient immediately upon the:

(i) delivery of that Container by the Operator to the Container Recipient; or

(ii) collection of that Container by the Container Recipient.

(c) The Operator must do all things necessary, upon request by the PRO or the Container Recipient, to give effect to the transfer of title referred to in clause 7.8(b).

(d) For the purposes of this clause 7.8, where the Reference Schedule provides that the Operator Refund Point is a Reverse Vending Machine, title in the empty Container will vest in the Operator immediately where the requirements in section 99U(2) have been satisfied with respect to the Container.

7.9 Recycling and return of Containers

(a) Where, with respect to an Operator Refund Point the PRO has notified the Operator that there is a Logistics Agreement in force, the Operator must cooperate with the logistics services provider by providing all empty Containers collected at the Operator Refund Point to the logistics services provider, in the condition, and otherwise in accordance with, the requirements specified in the Services Specification or in accordance with the PRO's reasonable instructions (having regard to the interests of the PRO and the Operator) as given from time to time with reasonable notice.

(b) Where, with respect to an Operator Refund Point, the PRO has not notified the Operator that there is a Logistics Agreement in force, the Operator must (subject to section 99ZY of the Act) arrange for the transport of all empty Containers collected at the Operator Refund Point for recycling and processing, including by entering into any applicable logistics agreement(s), in the condition, and otherwise in accordance with, the requirements specified in the Services Specification or in accordance with the PRO's reasonable instructions (having regard to the interests of the PRO and the Operator) as given from time to time with reasonable notice.

(c) (Without limiting the requirement for the Operator to comply with all Statutory Requirements) the Operator acknowledges and agrees to comply with the obligations set out in section 99ZD of the Act.

(d) The Operator will be liable for all costs it incurs in complying with this clause 7.9.

7.10 Obligations relating to Reverse Vending Machines

Without limiting the requirement for the Operator to comply with all Statutory Requirements, where the Reference Schedule specifies that an Operator Refund Point is a Reverse Vending Machine, the Operator must:

(a) comply with the requirements of section 99X of the Act; and

(b) ensure that the Operator Refund Point is capable of accepting all types of empty Containers.

8 Payment

8.1 Payment by PRO

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(a) In return for the Operator providing the Operational Services, the PRO must pay the Fee to the Operator in accordance with this clause 8 and the Payments Schedule.

(b) Where the Fee comprises an amount representing the Refund Amount, the Fee will be automatically adjusted to reflect any adjustment to the value of the Refund Amount under the Act or Regulation.

(c) Where the PRO fails to make a payment to the Operator in accordance with this clause 8, the PRO will be liable to pay the Operator interest on any overdue payments at the Default Interest Rate.

8.2 Operator Invoices

(a) Subject to clause 8.2(c), the Operator must give the PRO a valid Payment Claim for the relevant Operating Week which complies with the requirements set out in the Act and in section 2.2 of the Payments Schedule.

(b) Provided the Operator has first complied with clause 8.2(a), the PRO will issue an invoice for payment to the Operator (***Operator Invoice***) on each Operator Invoice Date and at any other time provided for in the Payments Schedule and such Operator Invoice will:

(i) be prepared in accordance with the requirements for a claim for a collection amount under sections 99ZB(2) and 99ZB(6) of the Act;

(ii) set out or attach sufficient details, calculations, supporting documentation and other information in respect of all amounts claimed by the Operator under, and in accordance with, the Payments Schedule, to enable the PRO to fully and accurately determine (without needing to refer to any other documentation or information) the Fee then payable by the PRO to the Operator under this deed, including under the Payments Schedule;

(iii) separately set out details of the aggregate number of Refund Amounts paid by the Operator to customers in accordance with clause 7.6(b); and

(iv) be in accordance with the Payments Schedule.

(c) The Operator acknowledges and agrees that it must not make a claim for payment under clause 8.2(a) where it is prohibited from making such a claim under section 99ZC of the Act.

(d) The PRO will not be required to comply with its obligations in clause 8.3(a) with respect to any claim made by the Operator in breach of clause 8.2(c).

8.3 Timeframe for payment

(a) Subject to clauses 8.2(d),and 8.3(b), the PRO must pay the Operator any undisputed amount set out as then payable in the Operator Invoice within 5 Business Days after receipt of a valid Payment Claim under clause 8.2.

(b) Despite any other provision of this deed, the Parties acknowledge and agree that:

(i) the PRO may decide, in accordance with section 99ZB(4) of the Act, that an amount claimed under clause 8.2 is not payable to the Operator;

(ii) the PRO will not be required to comply with its obligations in clause 8.3(a) to the extent that it has made a decision under clause 8.3(b)(i) with respect to the relevant amount claimed; and

(iii) where the PRO has made a decision under clause 8.3(b)(i) with respect to any amount claimed, the PRO must give the Operator an information notice for the decision in accordance with section 99ZB(4) of the Act.

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9 Information, Audits and Reporting

9.1 Audit and Reporting

The Operator must:

(a) comply with the Verification Methodology;

(b) have auditable systems in place to record:

(i) the number of Containers collected at each Operator Refund Point;

(ii) the number of Containers sorted at each Operator Refund Point;

(iii) the number of Containers transported from each Operator Refund Point for recycling and processing in accordance with clause 7.9; and

(iv) the Material Type of Containers so collected and transported.

(c) (without limiting the requirement for the Operator to comply with all Statutory Requirements) comply with its obligations under section 99Y of the Act;

(d) cooperate with, and provide access to, the PRO (or an Associate of the PRO as notified to the Operator by the PRO from time to time) and the State so as to allow the PRO and its Associate to (upon providing reasonable notice to the Operator) undertake any audit or review of the performance of the Services under this Agreement;

(e) provide the PRO with reports and statutory declarations on collection material data, as specified in the Services Specification, including reports on the items listed in clause 9.1(b)(i) – 9.1(b)(iv);

(f) provide the PRO with all information, documents and access to premises reasonably requested by the PRO with respect to the Services and the Operator's obligations under this Agreement;

(g) cooperate with any auditor engaged by or on behalf of the PRO for the purposes of undertaking an audit or review of the Services and the Operator's compliance with its obligations under this Agreement; and

(h) otherwise take all reasonable measures to facilitate the PRO's compliance with its auditing and reporting obligations under all Statutory Requirements.

9.2 Government information

The Operator acknowledges and agrees that:

(a) the PRO has obligations under the Statutory Requirements arising from its role as the Product Responsibility Organisation under the Act; and

(b) payments made to the Operator under this Agreement may be disclosed by the PRO to the State, another Regulatory Authority or an Associate of the PRO in accordance with applicable Statutory Requirements.

9.3 Contravention of the Act

The Operator must give written notice to the PRO, together with relevant particulars, promptly (and, in any event, no later than 5 Business Days) after becoming aware of any contravention of the Act or the Regulation by a Scheme Participant or any other person.

10 Fraud

(a) The Operator must not:

(i) in connection with a claim for payment under this Agreement;

(ii) in purported compliance with any requirement imposed by or under Part 3B of Chapter 4 of the Act or under regulations made under Part 3B of Chapter 4 of the Act; or

(iii) otherwise in connection with this Agreement,

provide any information that it knows is false or misleading in a material particular.

(b) The Operator must:

(i) take all reasonable steps to minimise and prevent fraud in connection with the Scheme; and

(ii) on the PRO's written request, provide the PRO with all requested information relating to the Operator's processes and practices in providing the Services, to the extent reasonably required by the PRO to determine the Operator's compliance with clause 10(b)(i).

11 Security and recovery

The Operator must at all times comply with State Policies, and the PRO's policies and procedures (as notified to the Operator from time to time and as reasonably required having regard to the interests of the PRO and the Operator), for the security and integrity of all information technology systems and Scheme data.

12 Signage and branding

(a) Where requested by the PRO, the Operator agrees to:

(i) display at each Operator Refund Point all signs; and

(ii) appropriately use and display any other branding or marketing information or materials,

required by the PRO in relation to the operation of the Scheme.

(b) The Operator must not deface or obscure, and must use all reasonable endeavours to ensure no other person defaces, obscures or steals, any such signs, information or materials.

13 Intellectual Property and Trade Marks

13.1 Trade Marks licence

(a) The PRO will use its best endeavours to procure the grant to the Operator of a non-exclusive, royalty free, non-transferable, non-sub-licensable licence to use any Trade Marks during the Term in Australia for the limited purpose of applying those trademarks to the carrying out of the Services, in accordance with this Agreement and as further specified in Appendix 2.

(b) Except for the specific rights granted to the Operator under this clause 13.1, all rights in all Trade Marks are retained by the entity that registered that Trade Mark.

13.2 Use of Trade Marks

(a) The Operator acknowledges and agrees that:

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(i) it has no rights in or to the Trade Marks (other than the rights granted by this Agreement);

(ii) its use of the Trade Marks is for the benefit of the PRO;

(iii) the protocols and procedures referred to in clause 18.3(a) may include requirements relating to the use of Trade Marks;

(iv) the powers (if any) conferred by section 26 of the Trade Marks Act 1995 (Cth) are expressly excluded from this Agreement, other than to the extent provided for in this Agreement.

(b) The PRO may give notice to the Operator that:

(i) the PRO considers that the Operator's use of the Trade Marks is in some way prejudicial to the interests of the PRO; or

(ii) the Operator's use of the Trade Marks does not comply with this Agreement.

(c) Upon receipt of any notice referred to in clause 13.2(b), the Operator must promptly cease such use (unless otherwise agreed between the parties).

(d) The Operator must not, without the prior written consent of the PRO:

(i) use any of the Trade Marks together with any other trade marks, logos, names, trading styles or get up; and

(ii) use or register or attempt to use or register anywhere in the world any trade mark or business, trading, company or domain name, which includes or incorporates, or which is substantially identical or deceptively similar to, any of the Trade Marks.

13.3 Other Intellectual Property

Subject to clauses 13.1 and 13.2:

(a) ownership of Intellectual Property continues to vest in the party that created that Intellectual Property; and

(b) each party grants to the other a non-exclusive, royalty free, non-transferable licence to use all Intellectual Property owned by or licensed to that party, solely for the purposes of performing this Agreement.

Other than as provided for in clauses 13.1, 13.2 and this clause 13.3, the Operator must not, at any time, use in the course of trade or business any Intellectual Property owned by or licensed to the PRO or its Related Body Corporate (as that term is defined in the Corporations Act) without the prior written consent of the PRO.

14 Insurance

The Operator must:

(a) effect and maintain with a financially secure and reputable insurer, for the duration of the Term, sufficient levels of the customary types of insurances relevant to a business of such nature, including:

(i) public and products liability insurance for an amount not less than $20 million per occurrence or series of occurrences; and

(ii) for the amount required by law:

(A) workers compensation insurance to insure against liability for death of or injury to persons employed by the Operator, including liability by statute and at common law; and

(B) comprehensive motor vehicle insurance including compulsory third party insurance in respect of all motor vehicles used by the Operator in connection with the performance of the Services.

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(b) upon request by the PRO, provide the PRO with certificates of currency from its insurers certifying that it has insurance sufficient to comply with this clause 14; and

(c) ensure that the PRO is noted as an interested party under the policies required by this clause 14.

15 Suspension

15.1 Suspension by PRO

The PRO may direct the Operator to suspend the whole or any part of the provision of the Services for such time as the PRO thinks fit:

(a) to comply with any Approval, Statutory Requirement, or direction of the State (including any suspension of the PRO's appointment under the Act);

(b) to prevent or abate any emergency situation;

(c) for the protection or safety of any person, property or the environment;

(d) to eliminate, reduce or mitigate any hazard or risk;

(e) to exercise any of its rights or comply with any of its obligations under this Agreement; or

(f) if the Operator is, or the PRO reasonably believes the Operator may be, in breach under this Agreement.

The Operator must recommence provision of the Services on reasonable notice by the PRO.

15.2 Suspension by the Operator

Subject to clause 15.1, the Operator must not suspend performance of any of its obligations under this Agreement without the PRO's prior written approval. The PRO may approve or disapprove the suspension in its discretion and may impose conditions to any approval.

15.3 Compensation for suspension

(a) Subject to clause 15.3(b), the Operator will be entitled to reasonable compensation from the PRO (as determined by the PRO acting reasonably) as a result of a suspension effected under this clause 15.

(b) The Operator's right to compensation under this clause 15.3 is subject to the following limitations:

(i) the Operator will not be entitled to compensation where the suspension has been effected under clause 15.1(b) or clause 15.1(d) (to the extent any such situation, hazard or risk is caused or contributed to by the Operator) or clause 15.1(f);

(ii) the compensation will only be payable if the Operator has taken all reasonable steps to mitigate its losses resulting from the suspension; and

(iii) the amount of compensation payable will be reduced proportionally to the extent the Operator has caused or contributed to the event resulting in the suspension.

16 Default and Termination

16.1 Default

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(a) A material breach by the Operator (a ***Default***) may include any of the following:

(i) any Operator Refund Point or any part of the Services fails to comply with the Services Specification;

(ii) the Operator fails to commence Operational Services at an Operator Refund Point by the relevant Operations Commencement Date for that Operator Refund Point;

(iii) the Operator fails to comply with any of its obligations or performance of the Services in accordance with this Agreement, or any applicable Statutory Requirement or Approval;

(iv) any representation or warranty given by the Operator is untrue or misleading (whether by omission or otherwise) when made, given or repeated; or

(v) it performs its obligations under this Agreement, or otherwise acts, in a manner that:

(A) is unsafe;

(B) adversely affects the PRO or its brand, goodwill or reputation; or

(C) places the PRO in breach of any Statutory Requirement.

(b) If the Operator commits a Default which is capable of remedy, the PRO must provide written notice to the Operator setting out in detail the nature of the alleged Default (***Default Notice***).

16.2 Default Cure Plan

(a) If the relevant Default is not remedied to the PRO's satisfaction within 5 Business Days of a Default Notice being issued, the PRO may direct the Operator to prepare and implement a default remedy plan (***Default Cure Plan***), and the Operator must:

(i) prepare the Default Cure Plan; and

(ii) submit it for the PRO's approval,

in accordance with the timeframes and other requirements specified in the PRO's direction.

(b) The PRO must either approve or reject the Default Cure Plan within 15 Business Days of its submission under clause 16.2(a). Where the PRO fails to approve or reject the Default Cure Plan within this timeframe, the Default Cure Plan will be deemed to have been rejected.

(c) Where the PRO rejects the Default Cure Plan, the Operator must amend and re-submit the Default Cure Plan in accordance with the procedure in clause 16.2(a). If the PRO rejects a re-submitted Default Cure Plan, the PRO may terminate this Agreement under clause 16.6(d)(ii).

(d) The Default Cure Plan:

(i) must include a period of time within which the Operator proposes to remedy the Default; and

(ii) may include steps to remedy the Default.

(e) The Operator must comply with any Default Cure Plan approved by the PRO in accordance with this clause 16.2.

16.3 Exclusion of common law rights

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The parties agree that, to the extent permitted by law, the parties may only terminate this Agreement in accordance with the termination rights provided to them under this Agreement.

16.4 Immediate termination

This agreement will terminate immediately if:

(a) the Scheme is repealed; or

(b) there is a revocation of the PRO's appointment as the Product Responsibility Organisation for the Scheme under the Act.

16.5 Termination by either party

Either party may terminate this Agreement immediately by notice to the other party if:

(a) an Insolvency Event occurs in respect of a party; or

(b) the other party commits an act of fraud, including any act of fraud prohibited under the Act or Regulation.

16.6 Termination by PRO

The PRO may terminate this Agreement immediately by notice to the Operator if:

(a) the State is of the reasonable opinion that the Operator is not (or is no longer) a fit and proper person for the purposes of providing the Services under this Agreement;

(b) the PRO is of the reasonable opinion that the Operator is not (or is no longer) a fit and person for the purposes of providing the Services under this Agreement. In determining whether the Operator is not (or is no longer) a fit and proper person, the PRO will have regard to any public or private reports of misconduct, fraud, alleged criminal conduct or poor governance of or by the Operator or its Associates (whether or not in relation to the Scheme) and any conduct of the Operator or its Associates which may bring the PRO or the Scheme into disrepute or impact on, or be inconsistent with, the achievement of the Scheme Objectives.

(c) the State directs that this Agreement be terminated;

(d) the Operator commits a Default (in respect of which the PRO has provided a Default Notice and directed the Operator to prepare and implement a Default Cure Plan) and:

(i) the Operator was required to re-submit the Default Cure Plan under clause 16.2(c) but failed to do so within a reasonable timeframe; or

(ii) the PRO has rejected the Default Cure Plan more than once under clause 16.2(c);

(iii) the Operator has not taken any steps to implement the Default Cure Plan approved by the PRO within 5 Business Days of the PRO approving the Default Cure Plan under clause 16.2(a)(ii); or

(iv) the Operator has not remedied the Default at the end of the cure period set out in the Default Cure Plan approved by the PRO; or

(v) the PRO forms the reasonable opinion that the Operator is unlikely to remedy the Default by the end of the cure period set out in the Default Cure Plan approved by the PRO (provided that such opinion may not be formed earlier than 10 Business

Days after the Default Cure Plan is approved by the PRO under clause 16.2(b)); or

(e) the Operator commits a Default that is not capable of being remedied;

(f) the Operator commits a criminal or fraudulent act or engages in Wilful Misconduct;

(g) there is a change to a Statutory Requirement or an Approval that makes or will make either party's performance of this Agreement non-compliant or contrary to law or policy; or

(h) the Operator is the subject of an investigation or decision by a Regulatory Authority that is or may be adverse to the Operator's capacity to perform the Services or harmful to the reputation of the PRO.

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16.7 Termination for convenience

(a) The PRO may, by giving 60 Business Days' written notice, terminate this Agreement at the PRO's absolute discretion and convenience, without the need to provide any reason for such termination. Such termination shall take effect from the date stated in the notice.

(b) After termination under this clause 16.7, the PRO must pay to the Operator:

(i) the amount due to the Operator for all Services carried out to the date the termination notice takes effect after taking into account previous payments; and

(ii) the costs reasonably incurred by the Operator prior to receiving notice of termination in the expectation of completing the Services, where those costs have not been recovered through any other payment by the PRO, but only to the extent the Operator complies with a strict duty to mitigate costs.

(c) The payments referred to in this clause 16.7 are full and final satisfaction and compensation of the Operator for termination under this clause 16.7 and the Operator has no claim for damages or other entitlement, whether under the Agreement or otherwise, arising out of or in connection with termination under this clause 16.7 or in relation to carrying out the Services up to the date of termination.

(d) The PRO may exercise its rights under this clause 16.7 where it wishes to perform any part of the Services, or services similar to the Services, itself or have a third party perform them.

(e) Any claim by the Operator under this clause 16.7 must be supported by satisfactory written evidence of the costs claimed.

16.8 Termination by Operator

(a) The Operator may terminate this Agreement upon:

(i) 20 Business Days' written notice to the PRO if the PRO fails to make a payment to the Operator in accordance with this Agreement within 20 Business Days of such payment being due, subject to clause 16.8(b); or

(ii) no less than 6 months' written notice to the PRO (or such other period as agreed between the parties in writing) if the Operator has provided a Dissatisfaction Notice under clause 5.3 or clause 6.1.

(b) The Operator must not terminate this Agreement where the PRO's failure to make a payment is the subject of an unresolved Dispute under clause 19.

16.9 No compensation

Except where the Operator has terminated this Agreement under clause 16.5 or clause 16.8(a), the Operator acknowledges that its entitlement to any compensation from the PRO where this Agreement is terminated in accordance with this clause 16 is as expressly provided for in this clause.

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16.10 Transition out by Operator

(a) Following the issue of a notice by the Operator under clause 16.8(a), the Operator must, during the relevant notice period, continue to perform the Services in accordance with the terms of this Agreement, provided that where clause 16.8(a)(ii) applies, the Operator shall not be required to comply with any amendments to the Agreement which are the subject of the Dissatisfaction Notice.

(b) Where:

(i) an Expiry Notice has been issued by the PRO or an Extension Notice has been rejected by the Operator;

(ii) a notice under clause 16.6 or clause 16.7 has been given by the PRO; or

(iii) a notice under clause 16.8 has been given by the Operator,

the Operator must comply with any direction issued by the PRO (acting reasonably) in relation to transitioning the Services provided under this Agreement to another Refund Point Operator.

(c) The Operator will not be entitled to any additional payment with respect to its obligations under clause 16.10(b).

16.11 Rights not affected

(a) Termination of this Agreement does not affect any accrued rights or remedies of either party.

(b) Clauses 16.10, 17.3, and 19 survive termination of this Agreement.

17 Liability

17.1 General

(a) Subject to clause 17.1(b), to the maximum extent permitted by law, the Operator's aggregate liability in respect of any act or omission under this Agreement for each 12 Month period following the Scheme Commencement Date is limited to 100% of the aggregate Fee paid to the Operator under this Agreement in respect of that period.

(b) Clause 17.1(a) does not limit or affect the Operator's liability to the PRO:

(i) with respect to the Operator's obligations under clauses 13, 17.3 or 18;

(ii) which cannot be limited at law;

(iii) which is due to the Operator's criminal act, fraud or Wilful Misconduct;

(iv) for any claim by any third party in respect of loss or damage to property or injury to, illness or death of, persons;

(v) to the extent that the Operator is paid or indemnified for the liability under an insurance policy required by this Agreement; and

(vi) to the extent that the Operator would have been entitled to be indemnified for that liability by an insurer under an insurance policy required by this Agreement, but

for a failure by the Operator to effect and maintain the insurance policy as required by this Agreement,

and such liability will not be included in any calculation of the Operator's total aggregate liability under clause 17.1(a).

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(c) Each party excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void.

17.2 Consequential loss

(a) Subject to clause 17.2(b), each party excludes all liability to the other party for loss of goodwill, loss of customers, loss of capital, downtime costs, indirect loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of data, loss of use of data, loss of anticipated savings or benefits, or any third party claims for compensation, damage, cost or expense, incurred by or awarded against the other party under or in any way connected with this Agreement or in respect of the provision of any of the Services described in this Agreement.

(b) The exclusion in clause 17.2(a) does not in any way limit the Operator's liability under clause 17.3.

17.3 Indemnity by Operator

(a) Subject to clause 17.3(b), the Operator indemnifies the PRO against any Claim or Loss sustained by the PRO arising out of any act or omission of the Operator, that causes the PRO to be in breach of, or gives rise to any Loss sustained by the PRO in connection with any Statutory Requirement, including with respect to any of its obligations as the Product Responsibility Organisation.

(b) The indemnity in clause 17.3(a) will be reduced proportionally to the extent to which the Claim or Loss was caused or contributed to by an act or omission of the PRO.

18 Confidentiality

18.1 Confidentiality and Confidential Material

Each party acknowledges and agrees that, subject to clause 18.2:

(a) the Confidential Material is and will remain confidential to the PRO or the Operator (as applicable);

(b) it has not disclosed and will not at any time, without the other party's prior written consent, disclose the Confidential Material to any third party who is not an employee of one of its Associates or of the State who has agreed to keep the Confidential Material, confidential on the same terms as this clause 18.1; and

(c) it will not, and will ensure that its Associates do not, at any time use or reproduce or permit or allow any other person to use or reproduce the Confidential Material, other than for the purposes of this Agreement, including to carry out its obligations pursuant to this Agreement.

18.2 Exceptions to confidentiality

(a) Where:

(i) the State has requested a copy of this Agreement or any relevant information relating to this Agreement, as per clause 7.3;

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(ii) the Confidential Material is in the public domain through no act, neglect or default of the party for whom the Confidential Material is not confidential (***Disclosing Party***) or its Associates (the onus of proving which will be on the Disclosing Party) in the same form or medium and arranged, collected or compiled in the same manner as it was disclosed to the Disclosing Party or its Associates or created by the Disclosing Party or its Associates;

(iii) the other party has notified the Disclosing Party in writing that the other party no longer requires the Disclosing Party to maintain the confidentiality of the Confidential Material; or

(iv) the PRO is the Disclosing Party and it discloses the Confidential Material:

(A) to an Associate of the PRO, and that Associate agrees to keep that Confidential Material confidential; or

(B) in order to comply with its obligations under the Act or the Regulation,

then the obligations in clause 18.1 will not, or will no longer, apply to that Confidential Material provided that this clause 18.2 will not excuse any prior breach of clause 18.1 and the other party's rights and remedies in respect of any prior breach are expressly preserved.

(b) The Operator acknowledges that the State may have certain rights and obligations under freedom of information legislation (including the *Right to Information Act 2009* (QLD) and the *Information Privacy Act 2009* (QLD)), and that these rights and obligations may impact on the parties' rights and obligations under this Agreement.

18.3 Publicity and branding

Without limiting any other obligation contained in this clause 18, the Operator must, in addition to its obligations under clause 12:

(a) at all times comply with any protocols or procedures notified by the PRO relating to confidentiality, branding (including the use of Trade Marks), public releases or announcements, advertising and/or the media in respect of the Scheme; and

(b) as soon as practicable after it becomes aware of any non-compliance with the obligations contained in this clause 18 (either by it or another person), notify the PRO of the non-compliance, and take such reasonable action as is directed by the PRO in respect of any such non-compliance.

19 Disputes

19.1 Notice of Dispute

(a) If a dispute or difference arises between the PRO and the Operator in respect of any fact, matter or thing arising out of, or in any way in connection with, this Agreement (***Dispute***) the Dispute must be determined in accordance with the procedure in this clause 19.

(b) Where a Dispute arises, the party raising the Dispute must give a notice in writing to the other party specifying:

(i) the Dispute;

(ii) whether the party considers the Dispute is a Common Dispute;

(iii) particulars of the party's reasons for being dissatisfied; and

(iv) the position which the party believes is correct,

(***Notice of Dispute***).

(c) If a Dispute, the subject of a Notice of Dispute, involves a Common Dispute, the PRO may, by giving written notice to the Operator prior to the appointment of an expert under clause 19.4, require the Dispute to be resolved in accordance with the Common Dispute Deed (***Notice of Common Dispute***).

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(d) If a Notice of Common Dispute is issued:

(i) the Common Dispute must be resolved in accordance with the Common Dispute Deed; and

(ii) the dispute resolution process under this clause 19 will be stayed until final resolution of the Common Dispute and the times stated in this clause 19 will be extended by the number of days from the date of the Notice of Common Dispute until the date of final resolution of the Common Dispute.

(e) For the avoidance of doubt until such time as a Notice of Common Dispute has been issued the dispute resolution process under this clause 19 will continue to apply in respect of the Dispute.

19.2 Executive Negotiation

(a) The Executive Negotiators must within:

(i) 14 days of service of a Notice of Dispute; or

(ii) such longer period of time as the Executive Negotiators may agree in writing,

meet and undertake genuine and good faith negotiations with a view to resolving the Dispute.

(b) The Executive Negotiators must have authority to agree to a resolution of the Dispute.

(c) The meeting will be held in any one of the following forums, as reasonably determined by the PRO:

(i) by phone (including by teleconference);

(ii) by videoconference; or

(iii) in person (at a place reasonably nominated by the PRO).

(d) The joint decision (if any) of the Executive Negotiators will be reduced to writing and will be contractually binding on the parties.

19.3 Referral to Expert Determination

If a Dispute:

(a) remains unresolved (in whole or in part) within 30 Business Days after service of the Notice of Dispute; and

(b) is of a kind referred to in clause 19.4(a),

then either party may by giving notice to the other party (***Expert Determination Referral***) refer those parts of the Dispute which remain unresolved to an expert in accordance with clauses 19.4 to 19.10.

19.4 Expert Determination

(a) Disputes in relation to the following may be referred to expert determination under clauses 19.4 to 19.10:

(i) any dispute arising under clause 8; and

(ii) any dispute arising out of, or in any way in connection with a termination or proposed termination of this Agreement under clause 16.

(b) A Dispute which is referred to expert determination will be conducted in accordance with the Resolution Institute Expert Determination Rules, as modified by Schedule 4 to this Agreement (***Rules***).

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(c) The expert determination under this clause 19 is to be conducted by:

(i) an independent industry expert agreed by the parties within 10 Business Days after receipt of the Expert Determination Referral; or

(ii) where no such independent industry expert is agreed or clause 19.4(e) applies, an independent industry expert appointed by the Chair for the time being of the Resolution Institute.

(d) The parties must enter into an agreement with the expert on such terms as the parties and the expert may agree, in accordance with the parties' obligations as set out in the Rules.

(e) If the expert appointed under this clause 19.4:

(i) is unavailable;

(ii) declines to act;

(iii) does not respond within 10 Business Days to a request by one or both parties for advice as to whether he or she is able to conduct the determination;

(iv) does not enter into the agreement in accordance with clause 19.4(d) within 10 Business Days of his or her appointment under this clause 19; or

(v) does not make a determination within the time required by clause 19.9,

the jurisdiction of the expert shall lapse and a further expert must be appointed under clause 19.4(b).

(f) If there has been an appointment under clause 19.4(c) and one of the events in clause 19.4(e) has occurred, the further expert appointed under clause 19.4(c) shall not be an expert previously appointed under clause 19.4(c) in respect of the same Dispute.

19.5 Not Arbitration

An expert determination conducted under this clause 19 is not an arbitration and the expert is not an arbitrator. The expert may reach a decision from his or her own knowledge and expertise.

19.6 Procedure for Determination

The expert will:

(a) act as an expert and not as an arbitrator;

(b) proceed in any manner he or she thinks fit;

(c) conduct any investigation which he or she considers necessary to resolve the dispute or difference;

(d) examine such documents, and interview such persons, as he or she may require;

(e) make such directions for the conduct of the determination as he or she considers necessary; and

(f) not be liable to the parties arising out of, or in any way in connection with, the expert determination process, except in the case of fraud.

19.7 Disclosure of Interest

The expert must:

(a) disclose to the parties any:

(i) interest he or she has in the outcome of the determination;

(ii) conflict of interest;

(iii) conflict of duty;

(iv) personal relationship which the expert has with either party, or either party's representatives, witnesses or experts; and

(v) other fact, matter or thing which a reasonable person may regard as giving rise to the possibility of bias; and

(b) not communicate with one party to the determination without the knowledge of the other.

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19.8 Costs

(a) Each party will bear its own costs in respect of any expert determination.

(b) The expert's costs will be paid by the unsuccessful party in respect of the relevant determination (as that unsuccessful party is determined by the expert).

19.9 Conclusion of Expert Determination

Unless otherwise agreed between the parties, the expert must notify the parties of his or her decision upon an expert determination conducted under this clause 19 within 28 days from the acceptance by the expert of his or her appointment.

19.10 Determination of Expert

The determination of the expert:

(a) must be in writing; and

(b) will:

(i) in relation to disputes arising under clause 8 be final and binding on the parties; and

(ii) in relation to any other dispute, be final and binding on the parties unless a party gives notice of appeal to the other party within 21 days of receiving such determination.

19.11 Proceedings

If a Dispute has not been resolved (in whole or in part):

(a) where a party has given an Expert Determination Referral, and a notice of appeal is given under clause 19.10(b), within 10 days after the notice of appeal was given under clause 19.10(b); or

(b) where clause 19.11(a) does not apply, within 80 days after service of a Notice of Dispute;

(or such longer period of time as the parties may agree in writing and irrespective of whether clauses 19.2 to 19.10 have been complied with), either party may commence legal proceedings.

19.12 Continuation of obligations

Despite the existence of a Dispute, the parties must continue to comply with their respective obligations under this Agreement.

19.13 Urgent interlocutory relief

Nothing in this clause 19 prevents a party from seeking urgent injunctive or interlocutory relief.

20 Miscellaneous

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20.1 Assignment

(a) The PRO may assign, charge, create a security interest over, encumber or otherwise deal with any of its rights or obligations under this Agreement without the consent of the Operator.

(b) The Operator cannot assign, novate, charge, create a security interest over, subcontract, encumber or otherwise deal with any of its rights or obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the PRO. The consent of the PRO may be withheld in its absolute discretion without giving any reason for doing so.

(c) Where the PRO provides its prior written consent to a proposal by the Operator to subcontract any of its rights or obligations under this Agreement in accordance with clause 20.1(b), the Operator must, within 10 Business Days of receiving that consent notify the PRO of:

(i) the name of the person to whom the operation is subcontracted;

(ii) when the subcontracting arrangement starts and ends; and

(iii) a brief summary of the terms of the subcontracting arrangement.

20.2 Change of Control

(a) For the purposes of this clause 20.2, a Change of Control occurs if the Operator comes under the control of a third party (***New Controller***) who did not Control the Operator at the commencement of this Agreement and Control has the meaning given to it in section 50AA of the Corporations Act.

(b) The Operator must not allow a Change of Control to occur without obtaining the PRO's prior written consent (which must not be unreasonably withheld).

(c) Without limiting clause 20.2(b), the PRO must not withhold its consent to a Change in Control if (in the PRO's reasonable opinion):

(i) the Change of Control will not diminish, fetter, limit or otherwise restrict the ability of the Operator to fulfil its obligations under the Agreement; and

(ii) the New Controller:

(A) is a fit and proper person;

(B) has a sufficient level of relevant industry experience; and

(C) is of good financial standing.

20.3 Duty

The Operator:

(a) must pay all stamp duties and any related fines and penalties in respect of this Agreement, the performance of this Agreement and each transaction effected by or made under this Agreement;

(b) indemnify the PRO against any Loss suffered or incurred by it arising out of, or in connection with that Operator's failure to comply with clause 20.3(a); and

(c) is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid by the Operator under this clause.

20.4 Preparation of Agreement

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Unless otherwise expressly provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

20.5 Counterparts

(a) This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

(b) A party may sign electronically a soft copy of this Agreement through DocuSign, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed and delivered original counterpart.

20.6 Entire Agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively ***Conduct***) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into this Agreement and completing the obligations contemplated by it.

20.7 Inconsistent provisions

(a) The parties acknowledge the effect of section 99ZW of the Act on the validity of the provisions of this Agreement.

(b) To the extent a provision of this Agreement is found to be prohibited or unenforceable (whether due to the operation of section 99ZW of the Act or otherwise), the parties agree:

(i) that the remaining provisions of this Agreement are not invalidated; and

(ii) to engage in good faith negotiations to address and overcome the consequences of the provision being found to be prohibited or unenforceable (including by making any necessary amendments to this Agreement).

20.8 Governing Law and Jurisdiction

This Agreement is governed by the laws of Queensland. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

20.9 Joint and Several Obligations

In this Agreement a reference to a right or obligation of any two or more persons who comprise a party confers that right, or imposes that obligation, as the case may be, jointly and severally and a reference to that party includes a reference to any one or more of those persons.

20.10 No Agency or Partnership

Nothing in this Agreement is to be construed as constituting an agency, partnership, joint venture, or any other form of association between the parties in which one party may be liable for the acts

or omissions of any other party. No party has the authority to incur any obligation or make any representation or warranty on behalf of, or to pledge the credit of, any other party.

20.11 No merger

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The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

20.12 No waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

20.13 Notices

(a) Any communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

(i) must be in writing; and

(ii) unless otherwise stated, may be made or delivered by hand, prepaid post or by email.

(b) The address and email address and the department or officer, if any, for whose attention the communication is to be made of each party for any communication to be made under or in connection with this Agreement is as follows:

(i)	PRO:	Address: [*]
		Email: [*]
		Attention: [*insert PRO's representative]
(ii)	Operator:	Address: [*]
		Email: [*]
		Attention: [*insert Operator's representative]

(c) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

(i) (in the case of prepaid post) on the third working day after the date of posting to an address within Australia, and on the fifth working day after the date of posting by airmail to an address outside Australia;

(ii) (in the case of email) when it is dispatched by the sender to each of the email addresses specified by the recipient; and

(iii) (in the case of delivery by hand) on delivery,

but, in each case, if the communication is taken to be received on a day which is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

20.14 Further acts and documents

Both parties must promptly do all further acts and execute and deliver all further documents required by law to give effect to this Agreement.

20.15 Corporate power and authority

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Each party represents and warrants to the others that it has full power to enter into and perform its obligations under this Agreement and that when executed it will constitute legal, valid and binding obligations in accordance with its terms.

21 GST and taxation

(a) Unless the context requires otherwise, words used in this clause that have a specific meaning in the GST law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) shall have the same meaning in this clause.

(b) Notwithstanding any other provision of this Agreement, any amount payable for a supply made under this Agreement which is calculated by reference to a cost, expense or other amount paid or incurred by a party will be reduced by an amount equal to any input tax credits which that party is entitled to in respect of that cost, expense or other amount.

(c) If GST is payable on any supply made by a party (***GST Supplier***) under or in connection with this Agreement:

(i) any amount payable or consideration to be provided under any other provision of this Agreement for that supply (***Agreed Amount***) is exclusive of GST;

(ii) (an additional amount will be payable by the party providing consideration for that supply (***Recipient***), equal to the amount of GST payable on that supply as calculated by the GST Supplier in accordance with the GST Legislation and payable at the same time and in the same manner as for the Agreed Amount;

(iii) the GST Supplier will provide a tax invoice (or equivalent documentation which complies with the GST Legislation) to the Recipient in respect of that supply, either at the time expressly set out in any other provision of this Agreement or no later than the time at which the Agreed Amount for that supply is to be provided under this Agreement; and

(iv) if the Operator does not provide a tax invoice in accordance with the timing set out in clause 21(c)(iii), the additional amount payable by the Recipient under clause 21(c)(ii) is payable within 5 Business Days of the receipt of a tax invoice.

(d) If for any reason, the GST payable by the GST Supplier in respect of a supply it makes under this Agreement (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under clause 21(c) in respect of that supply, the GST Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). Where an adjustment event occurs in relation to a supply, the GST Supplier will issue an adjustment note to the Recipient in respect of that supply within 10 Business Days after becoming aware of that adjustment event occurring.

(e) If the Recipient is dissatisfied with any calculation to be made by the GST Supplier under this clause 10, the Recipient may, at its own expense and after notifying the GST Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Chartered Accountants for expert determination, which will be final and binding on all parties (absent manifest error). The expert will act as an expert and not as an arbitrator and will take into account the terms of this Agreement, the

matters required to be taken into account by the GST Supplier under this clause 21 and any other matter considered by the expert to be relevant to the determination. The parties must release the expert from any liability in acting as an expert, except in the case of fraud on the part of the expert.

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(f) Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party in determining its GST payable on any supply made by that other party under or in connection with this Agreement or any input tax credits, adjustments or refunds in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Agreement.

(g) Despite any other provision of this Agreement, this clause 21 will survive the termination of this Agreement.

(h) A reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any GST group of which that party is a member.

(i) Any reference in this Agreement to fees, value, sales, revenue or a similar amount (***Revenue***) is a reference to that Revenue exclusive of GST.

(j) Any reference in this Agreement to a cost, expense or other similar amount (***Cost***) is a reference to that Cost exclusive of GST.

(k) Despite any other provision of this Agreement, the Refund Amount is GST inclusive.

Schedule 1
Reference Schedule

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Item		
1	Party Representative: PRO (clause 1.1)	
2	Party Representative: Operator (clause 1.1)	
3	Executive Negotiators (clause 1.1)	**PRO**: Jeff Maguire (or such other person notified to the Operator in writing by the Organisation from time to time) **Operator:** [*]
Operator Refund Point 1		
4	Operator Refund Point (clause 1.1)	
5	Mobilisation Completion Date (clauses 1.1 and 7.2)	
6	Reverse Vending Machines (clauses 7.6 and 7.7)	***[Is the Refund Point a Reverse Vending Machine?]***
Operator Refund Point [X]		
1	Operator Refund Point (clause 1.1)	
2	Mobilisation Completion Date (clauses 1.1 and 7.2)	
3	Reverse Vending Machines (clauses 7.6 and 7.7)	***[Is the Refund Point a Reverse Vending Machine?]***

Schedule 2
Services Specification

1 Introduction

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1.1 Structure of the Services Specifications

(a) The Services Specification sets out the Operational Services delivery requirements of the Operator.

(b) The applicability of the Service Specifications is as follows:

(i) *Container Collection Services*: This section sets the Minimum Service Requirements in relation to the collection of Containers that the Operator must deliver for each Refund Point;

(ii) *Customer Services:* This section sets the Minimum Service Requirements in relation to interactions with customers that the Operator must deliver for each Refund Point; and

(iii) *Environment, Health and Safety Services*: This section sets the Minimum Service Requirements in relation to ensuring health and safety obligations and environmental practices are met in the delivery of all Services.

(c) Each section sets out the:

(i) Key Objectives;

(ii) Scope; and

(iii) Minimum service requirements;

in respect of the relevant Services.

1.2 Key objectives

(a) The Operator must operate the Refund Point in accordance with the Container Collection Agreement and the Services Specification to support the successful delivery of the Scheme. The Operator must provide the Operational Services in a consistent manner that:

(i) supports and assists the PRO in delivering the Scheme Objectives as outlined in the Act;

(ii) increases the recovery and recycling of empty Containers;

(iii) reduces the number of empty Containers that are littered or disposed of to landfill; and

(iv) provides opportunities for social enterprise, and benefits for community organisations.

2 CONTAINER COLLECTION SERVICES

2.1 Introduction

(a) This section outlines the service specific requirements for the provision of Container Collection Services for each Refund Point.

(b) In addition to these service specific requirements, the Operator must comply with:

(i) all Customer Services, as outlined in section 3; and

(ii) all Environment, Health and Safety Services, as outlined in section 4.

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2.2 Key Objectives

The main objectives for the Operator of Container Collection Services are:

(a) the accurate payment of Refund Amounts to customers on the presentation of Containers;

(b) the initial sortation of Containers to facilitate recycling;

(c) supporting the integrity and transparency of the Scheme;

(d) accurately recording data;

(e) minimising and preventing fraud; and

(f) supporting the PRO's audit and verification activities.

2.3 Scope and Requirements

(a) General Requirements

(i) In delivering the Container Collection Services, the Operator must:

(A) act in accordance with the directions of the PRO or nominated delegates;

(B) ensure that all activities are undertaken in a manner that maximises the redemption of Containers;

(C) undertake all reasonable measures to minimise and prevent fraud in respect of the Scheme; and

(D) allow the PRO, or any party appointed by the PRO, reasonable access and assistance to its operations, facilities and records to support Scheme audit and verification activities.

(b) Container Acceptance

(i) The Operator must accept all Containers returned by consumers to the Refund Point.

(ii) The Operator is required to reasonably ensure that all collected Containers:

(A) are eligible Containers (i.e. Containers are not exempt from the Scheme and display a Refund Marking);

(B) have not already been redeemed;

(C) are, to the extent the Operator reasonably believes, purchased in Queensland after the Scheme Commencement Date; and

(D) are not deposited from any Material Recovery Facility Operators.

(c) Accessibility

(i) The Operator must ensure that:

(A) each Refund Point operated is available to the general public; and

(B) the opening hours of the Refund Point are reasonable in light of the volume of Containers collected at the Refund Point.

(d) Refund Amount Payment

(i) The Operator must:

(A) provide payment of the Refund Amounts to consumers depositing Containers as per section 2.3(b) above; and

(B) pay the Refund Amount in a cash or cash equivalent forms, which may include:

(1) Electronic Funds Transfer or EFTPOS; and

(2) voucher or deposit onto a loyalty card.

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(ii) Where the Operator wishes to provide payment in only cash equivalent forms, the Operator must obtain prior written approval from the PRO for these payment arrangements.

(iii) The above applies to all Refund Points except where an exemption has been provided by the PRO in writing.

(e) Container Sorting, Counting and Preparation

(i) The Operator must:

(A) maintain a count of all the Containers collected by Material Type each day;

(B) sort and separate all Containers by Material Type;

(C) store sorted materials in a secure cages or bins prior to collection by the PRO's nominated logistics providers;

(D) facilitate collection of the sorted materials by the logistics providers nominated by the PRO for transportation to a processing centre; and

(E) take all reasonable actions to ensure that Containers are recycled and are not disposed of at landfill.

(ii) The Operator is responsible for ensuring that any counting methodology used is accurate and verifiable, and in accordance with a verification methodology approved by the PRO.

(f) Information to be provided to the PRO

(i) By no later than 9:00 am (AEST) Monday after the end of each Operating Week, the Operator must, in the format specified by the PRO submit a declaration of the actual number of Containers, by Material Type:

(A) collected at each Refund Point operated during each day of the Operating Week;

(B) picked up each day by the PRO's nominated logistics providers at each Refund Point operated during the Operated Week; and

(C) stored at each Refund Point operated at the end of the Operating Week.

(ii) Within 5 business days of the end of each Financial Year (30 June), the Operator is required to provide to the PRO a signed statutory declaration in the form set out in Schedule 6, which states:

(A) the total volume of Containers, by Material Type, collected at each Refund Point operated over the last financial year;

(B) the total value of the Refund Amounts paid by the Operator to consumers over the last financial year;

(C) that the information contained in each declaration submitted under section 2.3(f)(i) above over the last financial year is true and correct; and

(D) that the Operator has complied with its obligations under clause 10 of this Agreement in the last financial year.

(iii) The Operator must notify the PRO immediately of any of the following, in such a way nominated by the PRO:

(A) identification of any unregistered or unapproved materials;

(B) environmental, health or safety incidents; and

(C) any false or fraudulent claims made.

(iv) The Operator is required to ensure that their information (for example contact details, address and bank account details) within the PRO's records is complete and up-to-date on at all times.

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3 CUSTOMER SERVICES

3.1 Introduction

(a) This section outlines the service specific requirements for the provision of Customer Services for each Refund Point.

(b) In addition to these service specific requirements, the Operator must comply with:

(i) all Container Collection Services, as outlined in section 2; and

(ii) all Environment, Health and Safety Services, as outlined in section 4.

3.2 Key Objectives

The Operator must provide Customer Services that:

(a) creates a positive experience for the public in regards to the Scheme;

(b) maintains high levels of customer service at all times;

(c) encourages Scheme participation of social enterprises, not-for-profit organisations and community groups; and

(d) supports and complies with the PRO's marketing and branding activities.

3.3 Scope and Requirements

(a) General Requirements

(i) In delivering the Customer Services, the Operator must act in accordance with the reasonable directions of the PRO or its nominated delegates.

(b) Customer Service

(i) The Operator is required to maximise the level of customer service provided at each Refund Point, including by:

(A) being available for customer engagement and complaints handling, whether in person at the Refund Point or by providing visible contact details (as may be the case for RVMs);

(B) make available and publically display contact details for any enquiries;

(C) minimise wait times at each Refund Point;

(D) ensure that public areas within the Refund Point and its surrounding areas are clean and tidy; and

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(E) strive for continuous customer service improvement, including by seeking customer feedback through surveys or other such activities.

(ii) The Operator has the ability to determine the operating hours of Refund Points which it operates. Subject to item (iv) below, the Operator must ensure that these operating hours are fixed, displayed and are made easily accessible to the public, such as via a website or displayed on public signage.

(iii) The Operator must notify the PRO of the operating hours of Refund Points which it operates, and notify the PRO of any changes to its operating hours.

(iv) In the case of mobile Refund Point or pop-up Refund Points, the Operator must make all reasonable efforts to make available and known to the public the hours of operation and location of each Refund Point. This may include using media such as websites, newspaper advertisements or public posters / materials.

(c) Marketing and branding

(i) The Operator is required to display marketing and branding materials as directed by the PRO at each Refund Point. This also includes:

(A) ensuring that any Scheme branding, including signage and materials provided by the PRO and/or the State is appropriately displayed;

(B) ensuring that any materials developed by the Operator are approved by the PRO and are consistent with the Scheme branding guidelines developed by the PRO (such as colour schemes, signage or otherwise); and

(C) ensuring appropriate and consistent signage at entry points to each Refund Point to allow consumers to easily recognise, identify and access the Refund Point.

(d) Community engagement

(i) The Operator is expected to provide reasonable community support and engagement, including:

(A) participating in local promotional and community awareness events as appropriate; and

(B) undertaking educational activities to support the Scheme objectives of increasing redemption rates and reducing litter.

(ii) The Operator is expected to make reasonably available at each Refund Point (or proximate to the Refund Point) at least 1 mobile Container collection cage or trailer for the use of social enterprises, not-for-profit organisations and other community groups, for the purpose of collecting Containers to be returned to the Refund Point in exchange for the Refund Amounts.

4 ENVIRONMENT, HEALTH AND SAFETY SERVICES

4.1 Introduction

(a) This section outlines the service specific requirements for the provision of Environmental, Health and Safety Services for each Refund Point.

(b) In addition to these service specific requirements, the Operator must comply with:

(i) all Container Collection Services, as outlined in section 2; and

(ii) all Customer Services, as outlined in section 3.

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4.2 Key Objectives

The Operator must provide Environment, Health and Safety Services that:

(a) provides a clean, safe and healthy working environment for its employees;

(b) ensures the safety of all public persons accessing the Refund Point and considers the community in which it operates;

(c) complies with the all Statutory Requirements and State Policies, including all relevant legislation and regulation as outlined in item 4.3(c)(iii) below; and

(d) is prepared for and able to respond to any emergency circumstances that may impact on Refund Point operations.

4.3 Scope and Requirements

(a) Workplace Health and Safety (WHS)

(i) The Operator must comply with the *Work Health and Safety Act 2011* (the ***WHS Act***) at all times and in all of its operations.

(ii) The Operator will be required to develop policies that are compliant with the Act and any other relevant Legislation and Regulations, and any requests from the PRO. These policies will need to be provided to the PRO at least annually, and must:

(A) ensure appropriate training and competency of Staff;

(B) include the development and implementation of induction training plans for all Staff; and

(C) ensure all Staff are trained in Personal Protective Equipment (PPE) requirements and comply with PPE requirements at all times.

(iii) The Operator must ensure appropriate instructions, policies and procedures are in place to support WHS, including development, implementation and training in regards to:

(A) Standard Operating Procedures (***SOPs***), including ensuring SOPs are made available and accessible to all Staff;

(B) onsite traffic management plans for each Refund Point; and

(C) public access plans and exclusion zones, including a child safety policy regarding the safety and adult supervision of children onsite.

(iv) In relation to equipment and hazardous materials, the Operator must:

(A) prepare, maintain and update an asset register containing details of all equipment;

(B) prepare, maintain and update a register of all hazardous materials and goods;

(C) ensure appropriate storage of equipment and hazardous goods; and

(D) develop protocols and SOPs for equipment and hazardous goods (such as no-smoking policies near LPG or other hazardous goods).

(v) The Operator must undertake a proactive approach to the identification of risks and hazards and undertake all reasonable actions to eliminate or control these risks, including:

(A) undertaking regular site risk assessments for each Refund Point;

(B) undertaking regular equipment risk assessments for all equipment; and

(C) reporting of all incidents, near-misses and potential or actual hazards.

(b) Emergency Management

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(i) The Operator must develop an Emergency Management Plan and provide to the PRO on an annual basis. The Emergency Management Plan must detail:

(A) business continuity, such as in the event of:

(1) facilities issues such as utilities unavailability;

(2) extreme weather conditions;

(3) computer systems failure; and

(4) industrial action;

(B) local emergencies, such as in the event of:

(1) fire or flood;

(2) chemical, biological, radioactive or nuclear release; and

(3) violence on a Refund Point site; and

(C) any other disaster.

(ii) The Operator must update the Emergency Management Plan at the end of each Operating Year and in the event of any major change to operations.

(c) Environmental Management

(i) The Operator must at all times act in accordance with good environmental management practices.

(ii) The Operator is required to develop and comply with an Environmental Management Plan, to be provided to the PRO on an annual basis. This must take into consideration:

(A) noise reduction, particularly in regards to handling glass or the use of any equipment;

(B) liquid pollution and the correct disposal of liquid waste; and

(C) traffic management, including:

(1) clearways on roads; and

(2) ensuring appropriate access onto site, especially for semi-trailer or heavy vehicles where required.

(iii) At all times, the Operator is required to act in accordance with relevant legislation and regulation, including, where applicable:

(A) the Act;

(B) the Regulation;

(C) the *Environmental Protection Act 1994*;

(D) the *Environmental Protection Regulation 2008*; and

(E) any other State or Federal legislation or regulations relevant for the operations of a Refund Point.

(d) Environmental, Health and Safety Reporting

(i) The Operator is required to provide the following to the PRO on an annual basis:

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(A) A WHS Report, which must include, at a minimum:

(1) the Operator's performance against WHS requirements and KPIs during the previous quarter;

(2) details of any WHS incidents in the previous quarter; and

(3) WHS objectives and activities to be undertaken over the next quarter.

(B) An Environmental Management Report, which must include, at a minimum:

(1) the Operator's performance against environmental management requirements and KPIs for the previous quarter;

(2) details of any environmental management incidents in the previous quarter; and

(3) environmental management objectives for the following quarter.

(ii) The Operator is required to report any breaches to the WHS Report and Environmental Management Report on an ad hoc basis as and when they arise.

(iii) In addition, the Operator must provide the Emergency Management Plan at the end of each Operating Year and in the event of any major change to operations.

Schedule 3
Payments Schedule

DRAFT

1 Payment calculation

1.1 Fee calculation

(a) The Fee payable to the Operator in respect of the Operational Services carried out in an Operating Week is calculated according to the following formula:

$$Fee = RA + HFP + Adj + GST + I_n$$

Where:

RA	=	Refund Amount calculated in accordance with section 1.2;
HFP	=	the Handling Fee Payment calculated in accordance with section 1.3;
Adj	=	any adjustments to the Weekly Payment calculated in accordance with section 1.4;
GST	=	GST payable for the Weekly Payment, determined in accordance with section 1.5; and
I_n	=	interest amount payable where the payment is n days overdue, determined in accordance with section 2.3.

1.2 Refund Amount

(a) The Refund Amount is the amount set by regulation which is payable by the Operator to consumers in exchange for returning Containers.

(b) The PRO will reimburse the Operator for the total value of Refund Amounts paid to customers, excluding any GST, in accordance with clause 7.7 of the Agreement.

(c) The Refund Amount payable to the Operator by the PRO will be calculated based on the number of Containers collected during the Operating Week, as set out in the Payment Claim submitted by the Operator to the PRO by no later than 5:00 pm (AEST) Friday after the end of each Operating Week.

(d) The Refund Amount payable to the Operator by the PRO and set out in this section 1.2 is exclusive of GST.

1.3 Handling Fee Payment

(a) The Handling Fee Payment is the payment provided to the Operator for the collection of Containers, as described in the Services Specification (section 2, 3, and 4).

(b) The Handling Fee Payment is calculated based on:

(i) the Handling Fee for the relevant operating region where the Refund Point is located, as set out in Appendix 1 to this Schedule 4; multiplied by

(ii) the number of Containers collected during the Operating Week, as set out in the Payment Claim submitted by the Operator to the PRO by no later than 5:00pm (AEST) Friday after the end of each Operating Week.

(c) The Handling Fee for each operating region will be reviewed at the end of the Operating Period as part of the Review Procedure set out in clause 5.1 of the Agreement.

(d) The Handling Fee set out in this section 1.3 is exclusive of GST.

1.4 Payment Adjustment

(a) From time to time, a payment adjustment may be made to the Fee to account for:

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(i) Any discrepancies between the number of Containers by Material Type set out in a previous Payment Claim and the actual number of Containers by Material Type as determined by the PRO's audit and verification processes consistent with clause 9.1 of the Agreement;

(ii) Any adjustments to a Payment Claim made by the Operator where a discrepancy between the number of Containers by Material Type is identified;

(iii) Adjustments to the value of the Refund Amount under Regulation applied retrospectively; or

(iv) A Variation Order under clause 5.3 of the Agreement or a Scheme Change under clause 6.1 of the Agreement.

1.5 GST

(a) The value of GST payable is determined in accordance with clause 21 of the Agreement, and consistent with *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(b) GST payable to the Operator is calculated according to the following formula:

$$\boldsymbol{GST = (RA + HFP + Adj) * GST_r}$$

Where:

GST_r = The rate of GST to be applied to goods and services, currently at 10% and as set by legislation.

Payment Calculation - Worked Example

The parties acknowledge that the worked example below is for illustrative purposes only and:

(a) is solely intended to assist the parties to undertake the calculations referred to in this schedule;

(b) does not form part of this Agreement; and

(c) will not be used as a contractual reference for the purposes of interpreting this Agreement.

The Payment Claim for a given Operating Week provided the following details:

- Region: Region 1
- Handling Fee for Region 1: $0.05x per Container
- Containers Collected:
  - Aluminium: 30,000 Containers
  - PET: 38,000 Containers
  - Glass: 30,000 Containers
  - LPB: 1,000 Containers
  - HDPE: 1,000 Containers

Total Containers = 100,000 Containers

Based on this Payment Claim, the Fee Payable for the Operating Week is calculated below:

Fee Payable = RA + HFP + Adj + GST +In

RA = *$0.09 x Total Containers*
=$0.09 x 100,000
= $9,000

HFP = *$0.05 x Total Containers*
= $0.05 x 100,000
= $5,000

Adj = *Nil*

GST = *(RA + HFP + Adj) x (GSTr)*
= ($9,000 + $5,000 + Nil) x 0.1
= $1,400

In = *Nil*

Fee = ***RA + HFP + Adj + GST + In***
= ***$9,000 + $5,000 + $1,400***
= ***$15,400***

2 Payment terms

2.1 Payment by PRO

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As set out in clause 8.3 of the Agreement, the Fee will be paid weekly in arrears to the Operator by the PRO within 5 Business Days of receiving a valid Payment Claim.

2.2 Payment Claim

(a) A valid Payment Claim:

(i) must set out or attach sufficient details, calculations and supporting documentation, including the number of materials collected during the operating week by Material Type, in regards to the amounts claimed by the Operator to enable the PRO to fully and accurately determine the amount payable by the PRO to the Operator;

(ii) must be set out in a format and include the information requirements as specified by the PRO; and

(iii) without limiting paragraph (ii) above, must comply with the requirements for a claim for payment for containers collected under section 99ZB(2) of the Act.

(b) The Operator is responsible for ensuring the accuracy and integrity of the Payment Claim.

2.3 Interest Payment

(a) Where the PRO fails to pay the Operator on time in accordance with this section 2 and clause 8 of the Agreement, the PRO will be liable to pay the Operator interest on any overdue payments at the Default Interest Rate as set out in the Agreement.

(b) The interest payment payable in respect of an overdue payment by the PRO to the Operator is determined according to the following formula:

$$I_n = \left(Amount * \frac{(i)}{365}\right) x\ n$$

Where:

Amount = the overdue amount

i = The Default Interest Rate expressed in percentage per annum terms

n = The number of days whereby the PRO has failed to pay the Amount to the Operator beyond the payment terms in accordance with this section 2

(c) For the avoidance of doubt, Interest will not be payable by the PRO to the Operator where the PRO has determined that the Payment Claim submitted by the Operator is not a valid or complete Payment Claim.

3 Indexation

(a) The following items set out in this schedule 4 will be indexed according to paragraph (b) on each anniversary of the Scheme Commencement Date, with the first indexation adjustment to be applied on 1 July 2019 the Handling Fee by region.

(b) The items listed in paragraph (a) will be indexed on an annual basis by Consumer Price Index (CPI), being the percentage change between the 'all groups' – Brisbane CPI for the June quarter in the previous year and the June quarter of the current year, as shown on

the Australian Bureau of Statistics website, in any one Financial Year during the Operational Period.

(c) If the CPI index referred to in section 3(a) is suspended or discontinued or the basis of calculating that index is changed substantially, the PRO may nominate a replacement index which reflects similar cost fluctuations in a similar geographic area.

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(d) Indexation does not apply to any components of the Fee that are not listed in paragraph (a).

Appendix 1 – Handling Fee by region

[CoEx note - As determined by the PRO through the Refund Point book build process]

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Region	Handling Fee (excl GST)
1 Greater Brisbane	[$0.0x per Container]
2 Gold Coast	[$0.0x per Container]
3 Sunshine Coast	[$0.0x per Container]
4 South East	[$0.0x per Container]
5 Darling Downs	[$0.0x per Container]
6 Wide Bay	[$0.0x per Container]
7 Fitzroy	[$0.0x per Container]
8 Mackay	[$0.0x per Container]
9 Townsville	[$0.0x per Container]
10 Cairns	[$0.0x per Container]
11 South West	[$0.0x per Container]
12 Central Queensland	[$0.0x per Container]
13 North Queensland	[$0.0x per Container]
14 Far North Queensland	[$0.0x per Container]

Schedule 4
Rules for Expert Determination Process

DRAFT

Resolution Institute Expert Determination Rules

In accordance with, and subject to the Resolution Institute Expert Determination Rules including Schedules A and B, the Parties agree to modify the application of those Rules as follows:

Modifications are underlined.

1. RULE 5 Role of the Expert

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the Contract, the requirements of procedural fairness, and according to law.

2. [no modification]

3. [no modification]

3A. The rules of evidence do not apply to the Process.

4. (a) The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.

(b) The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.

(c) If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the Parties immediately.

(d) The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under clause 4(c) above, unless the Parties agree otherwise.

5. [no modification]

2. RULE 10 The Expert's Determination

1. Unless otherwise agreed between the Parties, the Expert must notify the parties of his or her decision within 28 days from the acceptance by the expert of his or her appointment. ~~As soon as reasonably practicable after receiving the submissions and evidentiary material from the parties pursuant to Rule 9, the Expert shall determine the Dispute between the parties and notify such determination in writing to the parties.~~

3. Rule 12 Waiver of Right to Object

Rule 12 is deleted in its entirety.

Schedule 5
Form for payment claims

[CoEx note: form to be inserted]

DRAFT

Schedule 6
Form of Statutory Declaration

[CoEx note: form to be inserted]

DRAFT

Executed and delivered as a deed

DRAFT

Executed in accordance with section 127 of the *Corporations Act 2001* by **Container Exchange (QLD) Limited**:

Director Signature	Director/Secretary Signature
Print Name	Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by **[* Limited]**:

Director Signature	Director/Secretary Signature
Print Name	Print Name

Appendix 1 – Verification Methodology

Appendix 2 – Trade Marks

COEX
CONTAINER EXCHANGE

Attachment B: Detailed List of Target Container Refund Point Locations by Region

Region	LGA	Town (Area)	Area Reference	Population	Target no. of CRPs
Metropolitan areas and major regional centres					
1 Greater Brisbane	Brisbane (C)	Brisbane (C)	**M 1.01**	1,180,285	59
	Ipswich (C)	Ipswich (C)	**M 1.02**	198,590	9
	Logan (C)	Logan (C)	**M 1.03**	294,262	15
	Moreton Bay (R)	Moreton Bay (R)	**M 1.04**	394,617	20
	Redland (C)	Redland (C)	**M 1.05**	152,080	7
2 Gold Coast	Gold Coast (C)	Gold Coast (C)	**M 2.01**	561,911	28
3 Sunshine Coast	Noosa (S)	Noosa (S)	**M 3.01**	36,057	2
	Sunshine Coast (R)	Sunshine Coast (R)	**M 3.02**	231,278	12
5 Darling Downs	Toowoomba (R)	Toowoomba (R)	**M 5.01**	131,297	7
7 Fitzroy	Rockhampton (R)	Rockhampton (R)	**M 7.01**	76,878	4
8 Mackay	Mackay (R)	Mackay (R)	**M 8.01**	89,591	4
9 Townville	Townsville (C)	Townsville (C)	**M 9.01**	185,537	9
10 Cairns	Cairns (R)	Cairns (R)	**M 10.01**	155,716	8
Total Metropolitan / major regional area centres					**184**
Regional areas					
1 Greater Brisbane	Logan (C)	Cedar Vale	**RA 1.01**	2,781	1
	Moreton Bay (R)	Samford Valley - Highvale	**RA 1.02**	2,329	1
3 Sunshine Coast	Sunshine Coast (R)	Cororoy	**RA 3.01**	2943	1
		Maleny	**RA 3.02**	2,872	1

		Beerwah	**RA 3.03**	4,986	1
		Landsborough	**RA 3.04**	3,962	1
4 South East	Lockyer Valley (R)	Laidley	**RA 4.01**	3,780	1
		Gatton	**RA 4.02**	6,612	1
	Scenic Rim (R)	Boonah	**RA 4.03**	2,779	1
		Tamborine Mountain	**RA4.04**	7,527	1
		Beaudesert	**RA 4.05**	6,169	1
	Somerset (R)	Fernvale	**RA 4.06**	2,103	1
		Kilcoy	**RA 4.07**	2,081	1
5 Darling Downs	Southern Downs (R)	Stanthorpe	**RA 5.01**	5,159	1
		Warwick	**RA 5.02**	14,190	2
	Toowoomba (R)	Yarraman	**RA 5.03**	979	1
		Millmerran	**RA 5.04**	1,408	1
	Western Downs (R)	Tara	**RA 5.05**	957	1
		Chinchilla	**RA 5.06**	5,466	1
		Dalby	**RA 5.07**	11,666	1
6 Wide Bay	Bundaberg (R)	Burnett Heads	**RA 6.01**	2,869	1
		Bargara - Innes Park	**RA 6.02**	10,853	1
		Bundaberg	**RA 6.03**	51,873	5
	Cherbourg (S)	Cherbourg	**RA 6.04**	1,277	1
	Fraser Coast (R)	Toogoom	**RA 6.05**	2,029	1
		Maryborough (Qld)	**RA 6.06**	23,144	3
		Hervey Bay	**RA 6.07**	52,834	6
	Gympie (R)	Cooloola Village	**RA 6.08**	2,733	1

		Gympie	**RA 6.09**	18,584	2
	North Burnett (R)	Biggenden	**RA 6.10**	712	1
		Monto	**RA 6.11**	1,188	1
		Mundubbera	**RA 6.12**	1,079	1
	South Burnett (R)	Murgon	**RA 6.13**	2,372	1
		Kingaroy	**RA 6.14**	10,125	1
7 Fitzroy	Banana (S)	Taroom	**RA 7.01**	582	1
		Moura	**RA 7.02**	2,067	1
		Biloela	**RA 7.03**	6,183	1
	Central Highlands (R)	Capella	**RA 7.04**	935	1
		Springsure	**RA 7.05**	951	1
		Blackwater	**RA 7.06**	5,019	1
		Emerald	**RA 7.07**	**14,620**	2
	Gladstone (R)	Agnes Water	**RA 7.08**	**719**	1
		Calliope	**RA 7.09**	**3,859**	1
		Gladstone	**RA 7.10**	**37,779**	4
	Livingstone (S)	Emu Park	**RA 7.11**	**4,559**	1
		Yeppoon	**RA 7.12**	**17,413**	2
	Rockhampton (R)	Mount Morgan	**RA 7.13**	**2,526**	1
	Woorabinda (S)	Woorabinda	**RA 7.14**	**1,005**	1
8 Mackay	Mackay (R)	Seaforth	**RA 8.01**	**529**	1
		Sarina	**RA 8.02**	**3,729**	1
	Whitsunday (R)	Proserpine	**RA 8.03**	**3,871**	1
		Collinsville	**RA 8.04**	**1,482**	1

		Bowen	**RA 8.05**	**9,193**	1
9 Townsville	Burdekin (S)	Ayr	**RA 9.01**	**8,796**	1
	Hinchinbrook (S)	Ingham	**RA 9.02**	**4,597**	1
	Palm Island (S)	Palm Island	**RA 9.03**	**2,731**	1
	Townsville (C)	Nome	**RA 9.04**	**580**	1
10 Cairns	Cairns (R)	Goldsborough	**RA 9.05**	**762**	1
	Cassowary Coast (R)	Tully	**RA 10.01**	**2,373**	1
		Innisfail	**RA 10.02**	**7,458**	1
	Mareeba (S)	Kuranda	**RA 10.03**	**2,374**	1
		Mareeba	**RA 10.04**	**8,088**	1
	Tablelands (R)	Atherton	**RA 10.05**	**7,342**	1
	Yarrabah (S)	Yarrabah	**RA 10.06**	**2,689**	1
Total regional					**82**
Remote and very remote areas					
8 Mackay	Isaac (R)	Glenden (L)	**RR 8.01**	**1,374**	1
		Dysart	**RR 8.02**	**2,921**	1
		Clermont	**RR 8.03**	**2,450**	1
		Middlemount	**RR 8.04**	**1,974**	1
		Moranbah	**RR 8.05**	**9,704**	1
9 Townsville	Charters Towers (R)	Charters Towers	**RR 9.01**	**8,459**	1
11 South West	Balonne (S)	St George	**RR 11.01**	**2,714**	1
	Goondiwindi (R)	Inglewood (L) (Qld)	**RR 11.02**	**853**	1
		Texas (L)	**RR 11.03**	**673**	1
		Goondiwindi	**RR 11.04**	**5,831**	1

	Maranoa (R)	Mitchell (L)	**RR 11.05**	**1,069**	1
		Roma	**RR 11.06**	**7,511**	1
	Murweh (S)	Charleville	**RR 11.07**	**3,287**	1
	Paroo (S)	Cunnamulla	**RR 11.08**	**1,164**	1
	Quilpie (S)	Quilpie (L)	**RR 11.09**	**544**	1
12 Central Queensland	Barcaldine (R)	Barcaldine	**RR 12.01**	**1,349**	1
	Blackall-Tambo (R)	Blackall (L)	**RR 12.02**	1,219	1
	Longreach (R)	Longreach	**RR 12.03**	3,079	1
	Winton (S)	Winton (L)	**RR 12.04**	944	1
13 North Queensland	Carpentaria (S)	Normanton (L)	**RR 13.01**	1,343	1
	Cloncurry (S)	Cloncurry	**RR13.02**	2,409	1
	Doomadgee (S)	Doomadgee	**RR 13.03**	1,384	1
	Flinders (S)	Hughenden (L)	**RR 13.04**	1,134	1
	Mornington (S)	Gununa	**RR 13.05**	1,225	1
	Mount Isa (C)	Mount Isa	**RR 13.06**	21,312	3
	Richmond (S)	Richmond (L) (Qld)	**RR 13.07**	511	1
14 Far North Queensland	Aurukun (S)	Aurukun	**RR 14.01**	1,448	1
	Cook (S)	Cooktown	**RR 14.02**	1,921	1
	Douglas (S)	Mossman	**RR 14.03**	1,889	1
	Hope Vale (S)	Hope Vale (L)	**RR 14.04**	1,138	1
	Kowanyama (S)	Kowanyama	**RR 14.05**	1,166	1
	Lockhart River (S)	Lockhart River (L)	**RR 14.06**	536	1
	Napranum (S)	Napranum (L)	**RR 14.07**	987	1
	Northern Peninsula Area (R)	Bamaga	**RR 14.08**	1,260	1

	Pormpuraaw (S)	Pormpuraaw (L)	**RR 14.09**	758	1
	Torres (S)	Thursday Island	**RR 14.10**	2,960	1
	Torres Strait Island (R)	Saibai Island (L)	**RR 14.11**	523	1
		Badu Island (L)	**RR 14.12**	856	1
	Weipa (T)	Weipa	**RR 14.13**	4,042	1
Total remote and very remote					**41**
Total Container Refund Points					**307**

Note: Compiled from Asterisk One Collection Point Access and Location Study; LGA Classifications: C = City, R = Regional, S = Shire, T = Town

Attachment C: List of Eligible Beverage Containers

The Queensland Scheme covers registered beverage containers made of the following materials:

- Glass;
- Polyethylene Terephthalate ("PET");
- High-density Polyethylene ("HDPE");
- Aluminium;
- Steel;
- Liquid Paper Board;
- Other plastics.

The Queensland Scheme **includes** registered beverage containers falling in the following categories:

Beverage	Type of Material	Container Size	
		Eligible*	Excluded
Fruit juice, pure	All materials	Less than 1L	150 ml or less 1L or greater
Milk, flavoured including: • Cow's or other animal milk • Soy or other plant-based milk • Low fat milk • Ultra heat-treated ("UHT") milk, etc.	All materials	Less than 1L	150 ml or less 1L or greater
Soft drinks, carbonated	All materials	3L or less	150ml or less Greater than 3L
Soft drinks, non-carbonated including: • Energy drinks • Fruit drinks • Ready to drink cordials • Sports drinks • Vitamin drinks	All materials	3L or less	150ml or less Greater than 3L
Vegetable juice, pure	All materials	Less than 1L	150 ml or less 1L or greater
Water including: • Plain • Still or carbonated spring water • Mineral water	Aseptic packs, casks (made from cardboard, plastic or foil)	Less than 1L	150 ml or less 1L or greater
	All other materials	3L or less	150 ml or less Greater than 3L
Alcoholic beverages, derived from fruit or other substances such as: • Cider • Alcoholic lemonade	All materials	3L or less	150ml or less Greater than 3L

• Plum wine • Sake etc.			
Beer, ale, stout	All materials	3L or less	150ml or less Greater than 3L
Pure spirituous liquor, distilled alcoholic beverage including: • Brandy • Gin • Rum • Vodka • Whisky	Glass	NIL	All containers
	All other materials	3L or less	150ml or less Greater than 3L
Wine, alcoholic and non-alcoholic beverage produced by the fermentation of grapes only (excludes grape juice)	Glass	NIL	all containers
	Plastic	Less than 250ml	150 ml or less 250ml or greater
	Sachets (plastic or foil)	Less than 250ml	150 ml or less 250ml or greater
	Aseptic packs, casks (cardboard, plastic or foil)	Less than 1L	150 ml or less 1L or greater
Spirit-based, flavoured alcoholic beverage that contains spirituous liquor plus additional beverages, ingredients or flavours including: • Alcopops • Ready to drink alcoholic beverages • Spirit-based beverages sold in casks	All materials	3L or less	150ml or less Greater than 3L
Wine-based, flavoured alcoholic beverage that contains wine plus additional beverages, ingredients or flavours such as: • Fruit flavoured wine • Wine coolers • Ready to drink alcoholic beverages	Aseptic packs/casks (cardboard, plastic or foil)	Less than 1L	150 ml or less 1L or greater
	All other materials	3L or less	150ml or less Greater than 3L

* Most aluminium, glass, PET, HDPE, steel and paperboard drink containers between 150ml and 3L will be eligible.

The Queensland Scheme **excludes** beverage containers falling in the following categories:

Beverage	Type of Material
Any beverage	All containers less than 150ml All containers more than 3L
Cordial – concentrated/undiluted	All containers
Fruit juice – concentrated, intended to be diluted	All containers
Fruit juice – pure	All containers more than 1L
Health tonics – registered	All containers
Milk – plain unflavoured	All containers
Milk – flavoured	All containers more than 1L
Vegetable juice – concentrate	All containers
Vegetable juice – pure	All containers more than 1L
Water – cask	All containers more than 1L
Wine – cask	All containers more than 1L
Wine – sachets	All sachets more than 250ml or less than 150ml

REQUEST FOR PROPOSAL

QLD Container Refund Scheme

Container Refund Point Operator

Processing Provider

Logistics Provider

Volume 2: Proposal Response Form

CLOSING TIME: 12:00 PM (AEST), 12 February 2018

Commercial – In – Confidence

2 January 2018, Updated for Addendum 1

Contents

1. Executive Summary 4

2. General Response Requirements 5

2.1. Proposal Form 5

2.2. Respondent Details 7

3. Service Delivery Response Requirements 8

3.1. Container Refund Point Services (Optional) 8

3.2. Processing Services (Optional) 11

3.3. Logistics Services (Optional) 14

4. Minimum Requirements 16

4.1. Capability and Capacity 16

4.2. Readiness 19

4.3. Community Engagement 21

4.4. Organisational Compliance 22

4.5. Acceptance of the Commercial Terms 24

5. Variant Proposals (Optional) 25

Attachment A: Example CRP Site Map 26

Instructions to Respondents

Respondents should note the following instructions for preparing their Proposals:

1 Respondents must provide the information and submit the Proposal Form requested in this Volume 2 to satisfy the Proposal Requirements.

2 **Sections 1**, **2** and **4** must be completed by all Respondents. Failure to complete these sections will result in the Proposal being considered incomplete, and it may not be considered by Container Exchange.

3 Respondents must complete at least one of **Section 3.1**, **3.2** and **3.3**.

4 **Section 5** is optional, and may be completed by Respondents wishing to provide a Variant Proposal. Refer to Volume 1, Section 5.

5 Respondents should not include any corporate marketing brochures or similar materials in the Proposal.

1. Executive Summary

Executive Summary
Respondents are to provide a summary of the key elements of their Proposal. Respondents should not include information in the Executive Summary which is not included or inconsistent with the remainder of its Proposal.

2. General Response Requirements

2.1. Proposal Form

Respondents are to prepare and submit a completed Proposal Form, in the form set out below.

Container Exchange
tenders@containerexchange.com.au

To whom this may concern,

Queensland Container Refund Scheme – Container Refund Point Operator Proposal Form

[Insert name of Respondent] acknowledges receipt of the Request for Proposal – QLD Container Refund Scheme – Container Refund Point Operator (**RFP**) dated 1 December 2017 and the following addenda:

- Addendum 1, dated 2 January 2018.
- [Repeat for each addendum, if applicable].

In submitting its Proposal to Container Exchange, [Insert name of Respondent]:

1) agrees that its Proposal conforms to the requirements of the RFP, including the Proposal Requirements;
2) agrees to be bound by the Proposal Requirements;
3) confirms that this Proposal includes all of the information required by the RFP;
4) confirms that this Proposal is true and accurate in all material respects;
5) agrees to the Terms and Conditions set out in Section 7 of Volume 1 of the RFP (Terms and Conditions);
6) [confirms acceptance of the Container Collection Agreement in Attachment A of Volume 1 of the RFP (including any minor amendments or updates to that document required by Container Exchange);] [Delete if not proposing to deliver CRP Services]
7) [confirms acceptance of the key terms of the Processing Services Agreement set out in Volume 1 of the RFP (including any minor amendments or updates to the key terms required by Container Exchange); and] [Delete if not proposing to deliver Processing Services]
8) [confirms acceptance of the key terms of the Logistics Services Agreement set out in Volume 1 of the RFP (including any minor amendments or updates to the key terms required by Container Exchange).] [Delete if not proposing to deliver Logistics Services]

By submitting its Proposal, the Respondent confirms that it is bound by the Terms and Conditions.

Yours faithfully

[Signature of Respondent signatory]

[Respondent signatory details]

[Respondent name]

[Respondent address]

2.2. Respondent Details

Respondents are required to provide the details outlined in the table below.

General Information on the Respondent's Organisation	
Organisation name	
Type of entity *(e.g. individual, body corporate, consortium of bodies corporate)*	
Names of all entities comprising consortium (if applicable)	
ABN / ACN (*including ABN / ACN of each entity comprising a consortium (if applicable))*	
Registered address	
Nature of current operations *Provide an overview of your company including industry, sector, nature of work and scope of operations and operational history.*	
Website (if applicable)	
Services Offered *Please indicate the type and number of Services proposed to be delivered, which are detailed in this RFP*	☐ CRP Services ☐ Processing Services ☐ Logistics Services

3. Service Delivery Response Requirements

Respondents must complete at least one **of Section 3.1, 3.2** and **3.3**, depending on the Services your organisation is offering to provide.

3.1. Container Refund Point Services (Optional)

3.1.1. *Proposed Container Refund Points*

Respondents must use the following table to provide details of each proposed CRP. Please provide your responses in the right hand column and delete the italicised commentary provided accordingly.

Respondents must copy and repeat this table for each proposed CRP.

Response Requirement	Response
Proposed CRP address	*[Insert the specific street address, including unit number, street number, street name, suburb, postal code]*
Proposed CRP Area Reference	*[Insert Area Reference as per Attachment B of Volume 1.* *e.g. Noosa is "M3.01"]*
Proposed operational commencement date *(dd/mm/yyyy)*	*[Insert the date on which this CRP will be ready to commence operations.* *Container Exchange reserves the right to only consider CRPs that will be operational by the Scheme Commencement Date of 1 July 2018.]*
Type of CRP proposed	*[Container Exchange wishes to understand the operating and customer service model that will be implemented at the CRP. Refer to Volume 1, Section 1.4 for discussion around the types of CRPs.]*
Description of customer service interface	*[Describe how you intend to configure the CRP to service customers (members of the public presenting Eligible Customers).* *For example, for a traditional 'depot-style' CRP, where members of the public can drive into the CRP and drop off eligible containers, please describe how many service lanes and counting bays (i.e. similar to lanes and bowsers at a service station) will be available to customers.* *For a Reverse Vending Machine site, please provide as much detail as available, for example the number of RVMs, the RVM make and model (or the general dimensions), material types that will be accepted (preferably all), throughput capacity, and storage capacity.]*
Description of logistics interface	*[Describe how you intend to configure the CRP to allow for pickup of recovered containers. Your response should include how you will securely store sorted containers and how logistics providers will access and collect the sorted materials (i.e. truck access to CRP, size of space for truck access, truck turning space, security considerations, etc).* *Note that CRPs are expected to store collected containers separated by material type, in separate, secure cages.]*
Payment of Refund Amount	*[Describe the method by which you plan to make payment of Refund Amounts to customers. Refer to Volume 1, Section 2.1.4 for examples of methods for paying Refund Amounts to members of the public.]*

Site Map	*[Provide a site map illustrating the proposed layout of the CRP including identifying the areas that will be used to facilitate the collection of containers, logistics pick up, customer service areas, etc.* *(Refer to Attachment A for an example site map)* *In addition, please detail the space available at the site for CRP operations, and the total size of the site in square meters.]*
Current ownership or lease status	*[Provide details of the current ownership or lease status of the proposed site, including, if relevant, the lease status (including lease term) (i.e. existing tenure or to be procured).]*
Nature of current operations or state	*[Describe the current state of the proposed location i.e. occupied or vacant and details of the current operation and purpose for which the location is being used for (e.g. retail operations), if applicable.]*
Current capability of the location	*[Describe the current level of equipment, staffing or other capabilities available at the site.]*
Planning requirements	*[Detail any planning details and current consents applying to the site, including applications for a license to operate as a waste management business, plans around managing and reducing traffic, and other planning issues. Note that it is the responsibility of the Respondent to ensure that appropriate zoning considerations are complied with, including for the provision of waste services, traffic impacts and other planning issues.]*
Recommending information	*[Provide additional information that would recommend the site as an effective CRP.]*

3.1.2. *Proposed Handling Fees*

The Handling Fee is the fee paid to CRPOs for providing CRP Services. Respondents are required to provide, in the table below, a fee per Eligible Container collected that they wish to receive to deliver the CRP Services in respect of the CRPs set out in your response to **Section 3.1.1**.

The proposed Handling Fee must be a uniform fee across all CRPs within a given Region. Handling Fees will only be paid per Eligible Container collected (i.e. no fixed fee component will be accepted). The final Handling Fee for each Region will be set through the Book Build Process described in Volume 1.

Region	Proposed Handling Fee per Eligible Container *(excl. GST)*	Number of Proposed CRPs by 1 July 2018 *(as per Section 3.1.1)*
1 Greater Brisbane	cents	
2 Gold Coast	cents	
3 Sunshine Coast	cents	
4 South East	cents	
5 Darling Downs	cents	
6 Wide Bay	cents	
7 Fitzroy	cents	
8 Mackay	cents	
9 Townville	cents	
10 Cairns	cents	
11 South West	cents	
12 Central Queensland	cents	
13 North Queensland	cents	
14 Far North Queensland	cents	

3.2. Processing Services (Optional)

3.2.1. *Proposed Processing Facilities*

Respondents must use the following table to provide details of each proposed Processing Centre. Please provide your responses in the right hand column and delete the italicised commentary provided accordingly.

Respondents must copy and repeat this table for each proposed Processing Centre.

Response Requirement	Response
Proposed Processing Centre address	*[Insert the specific street address, including unit number, street number, street name, suburb, postal code]*
Proposed operational commencement date *(dd/mm/yyyy)*	*[Insert the date on which this Processing Centre will be ready to commence operations.* *Container Exchange reserves the right to only consider Processing Centres that will be operational by the Scheme Commencement Date of 1 July 2018.]*
Volume and capacity of site	*[Describe the current level of equipment, staffing or other capabilities available at the site.* *Provide an indication of the volume (tonnage) that the proposed facility will be able to process and store.* *Provide details of the available space for storage of materials before and after processing.* *Provide details of which Material Types (if any) that the Processing Centre will not accept.]*
Description of logistics interface	*[Describe how you intend to configure the Processing Centre to allow for drop off of recovered containers and pick up of processed containers. Your response should include how you will securely store sorted containers and how logistics providers will access and drop off sorted containers (i.e. truck access to Processing Centre, size of space for truck access, truck turning space, security considerations, etc).*
Site Map	*[Provide a site map illustrating the proposed layout of the Processing Centre including identifying the areas that will be used to facilitate the processing of materials, logistics pick up and drop off, etc.* *In addition, please detail the space available at the site for Processing operations, and the total size of the site in square meters.]*
Current ownership or lease status	*[Provide details of the current ownership or lease status of the proposed site, including, if relevant, the lease status (including lease term) (i.e. existing tenure or to be procured).]*

Nature of current operations or state	*[Describe the current state of the proposed location i.e. occupied or vacant and details of the current operation and purpose for which the location is being used (e.g. retail operations), if applicable.]*
Infrastructure	*[Provide details of the infrastructure that will be available at the proposed facility, including infrastructure to store collected containers (e.g. wool bales, cages or bins).* *Provide details of the infrastructure that you propose to make available to CRPs for which the Processing Centre prosesses containers (e.g. wool bales, cages or bins).* *Provide details of the processing infrastructure (i.e. baling infrastructure) that will be available at the Processing Centre* *Please indicate whether your facility will have an ability to topload glass]*
Planning requirements	*[Detail any planning details and current consents applying to the site, including applications for a license to operate as a waste management business, plans around managing and reducing traffic, and other planning issues. Note that it is the responsibility of the Respondent to ensure that appropriate zoning considerations are complied with, including for the provision of waste services, traffic impacts and other planning issues.]*
Recommending information	*[Provide additional information that would recommend the site as an effective Processing Centre, including how the Processing Centre will offer an efficient and value for money solution.]*

3.2.2. *Proposed Processing Fees*

The Processing Fee is the fee paid to Processing Providers for providing Processing Services as described in Section 3.1.7 of Volume 1 to the RFP.

Respondents are required to provide, in the table below, a fee per tonne of Eligible Containers processed that they wish to receive to deliver the Processing Services in respect of the Processing Centres set out in your response to **Section 3.2.1**.

Processing Centre Location	Proposed Processing Fee Per Tonne of Containers Processed (excl. GST)
[Insert address]	*[Insert proposed price(s) per tonne by Material Type]*
[Insert address]	*[Insert proposed price(s) per tonne by Material Type]*
[Insert address]	*[Insert proposed price(s) per tonne by Material Type]*

Note: Respondents are to Insert and remove rows as required.

3.3. Logistics Services (Optional)

3.3.1. *Proposed Logistics Services*

Respondents must use the following table to provide details of proposed Logistics Services. Please provide your responses in the right hand column and delete the italicised commentary provided accordingly.

Response Requirement	Response
Proposed Logistics Regions	*[Insert details of the Regions in which your organisation proposes to provide Logistics Services.]*
Depot location(s)	*[Provide an address of the location(s) where transport carriers will be located and stored, including any depot locations]*
Proposed operational commencement date *(dd/mm/yyyy)*	*[Insert the date on which your organisation will be ready to commence providing Logistics Services.* *Container Exchange reserves the right to only consider organisations that will be ready to provide Logistics Services by the Scheme Commencement Date of 1 July 2018.]*
Fleet details	*[Provide details of your organisation's proposed or current fleet of transport carriers, including type of vehicle, number, size and specifications]*
Recommending information	*[Provide additional information that would recommend your organisation as a provider of Logistics Services, including how your offer represents an efficient and value for money solution.]*

3.3.2. *Proposed Logistics Fees*

The Logistics Fee is the fee for providing Logistics Services between CRPs and Processing Centres. Respondents are required to provide, in the table below, an all-inclusive variable rate per kilometre travelled for freight charges inclusive of fuel, materials handling and security.

The $ per tonne per kilometre rate will be indexed quarterly against an appropriate fuel price index as described in Section 4.1.7 of Volume 1 to the RFP.

	Variable rate ($ excl. GST per tonne per km travelled)		
Region	***[IFleet type and size]***	***[IFleet type and size]***	***[IFleet type and size]***
1 Greater Brisbane			
2 Gold Coast			
3 Sunshine Coast			
4 South East			
5 Darling Downs			
6 Wide Bay			
7 Fitzroy			
8 Mackay			
9 Townville			
10 Cairns			
11 South West			
12 Central Queensland			
13 North Queensland			
14 Far North Queensland			

Note: Respondents are to insert columns as required.

4. Minimum Requirements

Respondents must demonstrate their ability to meet the Minimum Requirements as set out in this section.

4.1. Capability and Capacity

Capability	
Relevant experience *Provide details of your organisation's relevant experience in running a business of a similar scale (in terms of revenue turnover and staff count) and/or complexity as the Services.* *Note that relevant experience is not limited to waste management and collection.* *If your organisation is proposing to provide multiple Services (CRP Services, Processing Services and/or Logistics Services), please be sure to respond to this question for each of the services.*	

Approach to delivery *Provide details of your organisation's proposed approach to delivering the Services, including details of proposed resourcing (including proposed staff, equipment and infrastructure).* *If your organisation is proposing to provide multiple Services (CRP Services, Processing Services and/or Logistics Services), please provide details of your approach to delivering each of the Services.*	
Capacity *Provide details of your organisation's operational and financial capacity to deliver Services, including staffing levels and available working capital reserves.* *In your response, please note any other existing obligations your organisation has, and how this will be managed to ensure no impact on the delivery of Services.* *If your organisation is proposing to provide multiple Services (CRP Services, Processing Services and/or Logistics Services), please provide details of the capacity of each of the Services.*	

Financial Statements *Attach your organisation's most recent Financial Statements from 2015 to 2017 to your Proposal, including audited Financial Statements, if they are available.* *(including the Financial Statements of any entity comprising the organisation).*	
Any other information *Any other supporting information that will be useful to Container Exchange in assessing the Respondent's capability and capacity to provide the Services.*	

4.2. Readiness

Readiness	
Approach to mobilisation *Provide details of your approach to mobilising to deliver the Services by the Scheme Commencement Date.* *Include details of any material risks or issues you have identified that may impact your ability to mobilise to deliver the Services, and your proposed approach to mitigating these risks or issues.* *If your organisation is proposing to provide multiple Services (CRP Services, Processing Services and/or Logistics Services), please be sure to respond to this question for each of the services.*	
Timeline *List the key activities required to be undertaken to provide services by the proposed operational commencement date.* *Detail the timing of these key activities.* *If your organisation is proposing to provide multiple Services (CRP Services, Processing Services and/or Logistics Services), please be sure to respond to this question for each of the services.*	

Resourcing *Detail proposed resources for undertaking the activities during the mobilisation period prior to the Scheme Commencement Date.* *If your organisation is proposing to provide multiple Services (CRP Services, Processing Services and/or Logistics Services), please be sure to respond to this question for each of the services.*	
Any other information *Any other supporting information that that will demonstrate your readiness to provide Services by the Scheme Commencement Date.* *If your organisation is proposing to provide multiple Services (CRP Services, Processing Services and/or Logistics Services), please be sure to respond to this question for each of the services.*	

4.3. Community Engagement

Respondents are required to demonstrate their commitment to the community

Community engagement	
Describe how your organisation will engage with social enterprises, not-for-profits, charities, schools and other community groups as part of your day-to-day operations and provide opportunities for these organisations to participate in the Scheme. *If your organisation is proposing to provide multiple Services (CRP Services, Processing Services and/or Logistics Services), please be sure to respond to this question for each of the services.*	

4.4. Organisational Compliance

Respondents must provide their history in relation to complying with legislative and regulatory obligations by responding to the following table for the Respondent (and where the Respondent is more than one entity, each entity comprising the Respondent)

Organisational Compliance	
Details of any material regulatory or law enforcement agency investigations against the Respondent or any of their Related Parties	
Details of any material instances of contract termination against the Respondent or any of their Related Parties	
Details of any material current or pending litigation against the Respondent or their Related Parties or principals	
Details of any liquidation or deregistration proceedings against the Respondent (and for the Respondent parent entity where support/guarantees are to be provided) since the date of their last audited financial reports	

Details of any material contingent liabilities of the Respondent	
Details of any recent or imminent mergers/acquisitions (as can be notified)	
Any other events or factors that could have a material impact on the financial capacity and standing of the Respondent or any of its Related Parties (and for the Respondent parent entity where support/guarantees are to be provided).	

4.5. Acceptance of the Commercial Terms

Respondents will be required to enter into one or more agreements with Container Exchange if they are successful in this Tender Process, being the Container Collection Agreement, Processing Services Agreement and/or Logistics Services Agreement as applicable.

By completing the Proposal Form, Respondents confirm their acceptance of the Container Collection Agreement, the commercial and legal key terms of the Processing Services Agreement and/or commercial terms of the Logistics Services Agreement (as applicable) in Volume 1 of the RFP (including any minor amendments or updates to those documents required by Container Exchange).

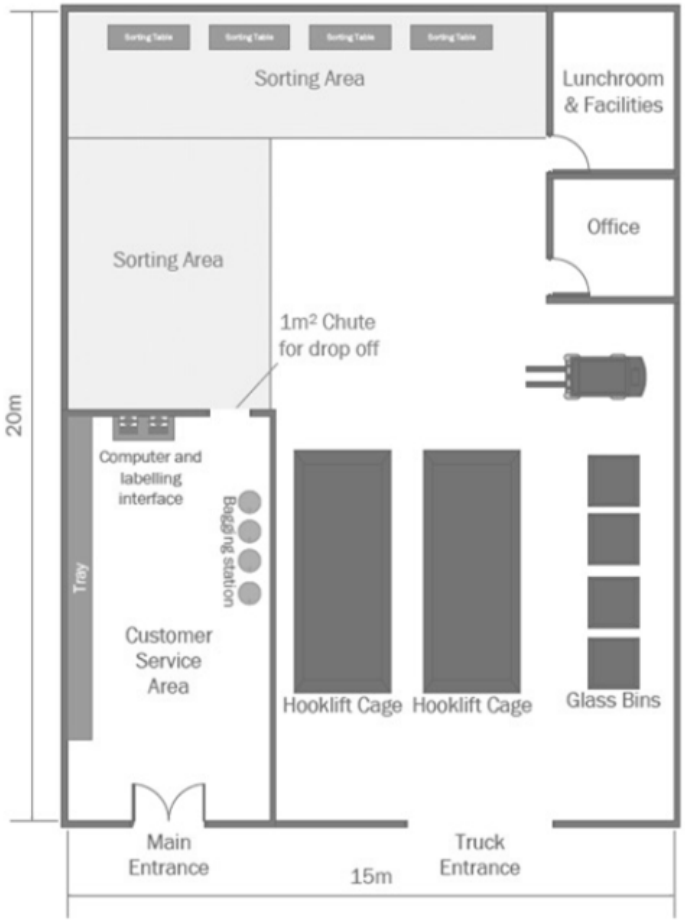
5. Variant Proposals (Optional)

For each Variant Proposal, Respondents must provide:

- Details of the Variant Proposal;
- Details of their experience in delivering services of the nature and type of the Variant Proposal;
- Timing for delivering the Variant Proposal, including noting whether these services will be provided by the Scheme Commencement Date;
- Pricing for the Variant Proposal; and
- Any other information useful to Container Exchange is assessing the Variant Proposal.

Attachment A: Example CRP Site Map

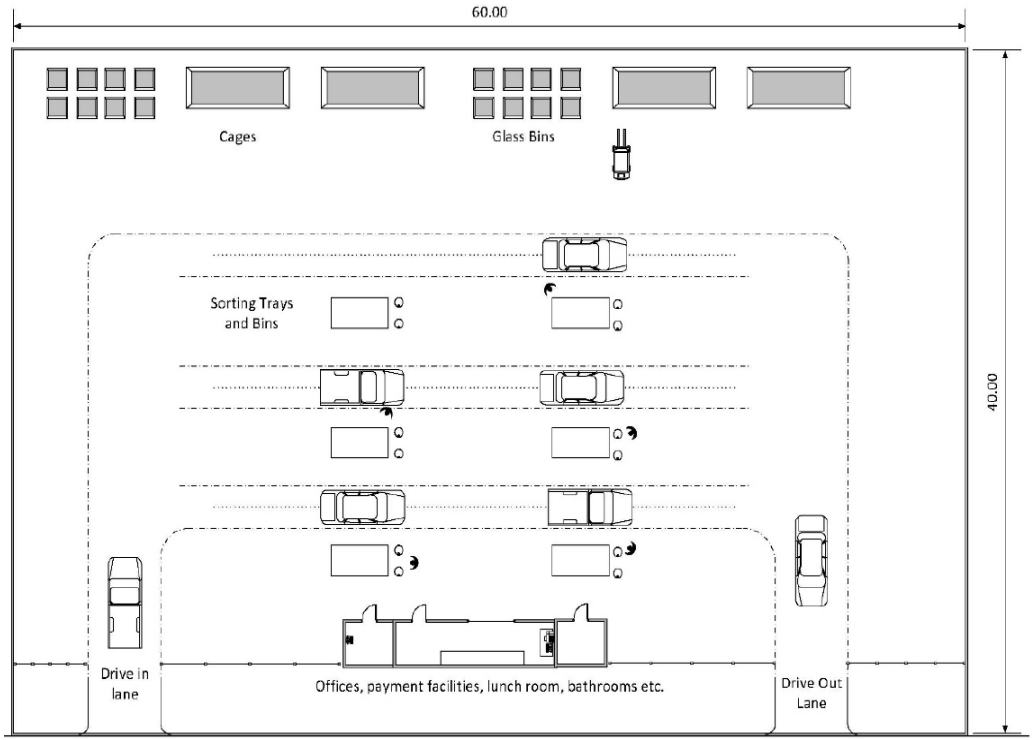
Example 1: Drop-Off Container Refund Point



The example layout illustrates:

- Customer servicing and drop-off area;
- Office, lunch room & facilities space;
- Roller shutter access to bin storage;
- Sufficient truck access for hooklifts, skip trucks or 12 pallet flatbeds;
- Pre-sort/sorting area where material accumulates;
- Number of sorting stations; and
- External parking area.

Example 2: Traditional Depot Container Refund Point



This example layout illustrates:

- Drive-through lanes;
- Office, lunch room & facilities space;
- Sufficient truck access for hooklifts, skip trucks;
- Storage area where sorted material accumulates; and
- Number of sorting stations.

8 CONFIDENTIAL REPORTS

RECOMMENDATION

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 275(1) of the Local Government Regulation 2012:

8.1 Wandering Livestock Complaint Yenda-Benyenda Road Wetheron

This matter is considered to be confidential under Section 275(1) - f of the Local Government Regulation, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with starting or defending legal proceedings involving the local government.

9 GENERAL BUSINESS

10 CLOSURE OF MEETING