

reThink Waste!
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reThink Business Waste Services

Program Terms and Conditions

Version 1.3

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Toward ²
Tomorrow's Queensland



Prepared by:

Waste Reform

Department of Environment and Resource Management

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1.0 Introduction

These Terms and Conditions apply to all Applications for a Subsidy under the RBWS Program.

2.0 Definitions

	Definition
ABN	Australian Business Number.
Additional Material	The expansion of the existing types of materials collected for Resource Recovery.
Applicant	An applicant for a Subsidy under the RBWS Program.
Application	An application for a Subsidy by an Applicant, using the Application Form.
Application Form	The 'reThink Business Waste Services Program Application', available at www.derm.qld.gov.au/waste
Application Requirements	The Application requirements as set out in clause 6 of these Terms and Conditions and in the Application Form.
Authorised Person	Is deemed an employee of the Applicant who has been nominated, or is an authorised officer of the Applicant, to apply on the Applicant's behalf.
Commencement Date	29 October 2011
Commercial Landlord	A person or entity (including a body corporate) who owns or manages and rents or leases commercial Fixed Premises to tenant businesses.
Department	The Queensland Government Department of Environment and Resource Management.
Domestic Premises	Either (a) a single unit private dwelling or (b) premises containing 2 or more separate flats, apartments, or other dwelling units.
Eligibility Criteria	The eligibility criteria for the Subsidy, as set out in clause 4 of these Terms and Conditions.
Energy Recovery	The use of combustible waste as a means to produce energy through direct incineration with the recovery of heat.
Fixed Premises	A building or other designated structure which provides a permanent base for conducting of an Applicant's main business operations other than a Domestic Premises.
GST	Goods and Services Tax
New Service Agreement	A written and signed agreement between an Applicant and a Resource Recovery Service Provider for the provision of a Resource Recovery Service for the recovery of types of material that have not previously been collected for Resource Recovery from the Applicant's Fixed Premises or Site.
Personal Information	'Personal information' as defined in the <i>Information Privacy Act 2009</i> (Qld).
Regional Queensland	Areas outside of South-East Queensland.
Recycling	The reprocessing in a production process of waste materials for their original purpose or for other purposes, but excluding Energy Recovery.
Resource Recovery	An activity that diverts materials away from landfill disposal through collection for Reuse, Recycling (including composting) or Energy Recovery.
Resource Recovery	A service which collects materials for Resource Recovery.

Service	
Resource Recovery Service Provider	Local government or private enterprise entity providing a Resource Recovery Service that is lawfully operating, holds an ABN and is registered for GST.
Reuse	Any operation by which materials are used for the same purpose for which they were conceived.
Self Haul	The transport of materials for Resource Recovery by an Applicant to a Resource Recovery facility drop-off location.
Service Agreement	A New Service Agreement or a Variation Agreement, entered into with a resource recovery service provider.
Site	A premises at which one or more commercial tenants are managed by an Applicant that is a Commercial Landlord.
South-East Queensland	The local government areas administered by Gold Coast City Council, Logan City Council, Brisbane City Council, Ipswich City Council, Redland City Council, Moreton Bay Regional Council and Sunshine Coast Regional Council.
Subsidy	The subsidy amount available to an Applicant under the RBWS Program, as set out in clause 5.
Variation Agreement	A written and signed variation to an existing Resource Recovery Service Agreement, under which both Additional Material will be collected and an increase in the bin volume, number of bins and/or frequency of collection from the Fixed Premises or Site resulting in an overall net increase of material collection when compared to the existing service.
Waste Management Plan	A waste management plan for the Applicant's Fixed Premises or Site, based on the template Waste Management Plan prepared by the Department, available at www.derm.qld.gov.au/waste

3.0 RBWS Program opening and closing

Applications under the RBWS Program open on the Commencement Date and will close on 30 June 2015, unless the RBWS Program is extended or closed earlier.

The Department may, at its discretion, close the RBWS Program earlier than 30 June 2015, including if funding for the RBWS Program is exhausted prior to that date. Subject to this, the Subsidy will be available on an ongoing basis throughout the course of the RBWS Program and Applicants may apply at any time. Subsidy funding will cease when the funding allocation is exhausted for businesses within South-East Queensland and Regional Queensland, or at the end of the Business Plan period in June 2015, whichever is sooner.

The Department reserves the right, at any time to:

1. vary these Terms and Conditions, including the Subsidy amount, Eligibility Criteria or Application Requirements;
2. suspend the operation of the RBWS Program;
3. reduce the period of the RBWS Program; or
4. extend the operation of the RBWS Program.

The impact on outstanding Applications will be considered before any such action is taken. Any changes to these Terms and Conditions or action taken to suspend or close the RBWS Program will be notified on the Department's website at www.derm.qld.gov.au/waste.

4.0 Eligibility criteria

To be eligible for a Subsidy, an Applicant must satisfy all of the criteria in clauses 4.1 to 4.2 below. However DERM has the discretion to assess applications that fall outside of the eligibility criteria on a case by case basis.

4.1 Entities able to apply

An Applicant must:

1. be:

- a. a company, incorporated association, sole trader, partnership or not-for-profit organisation that:
 - i. has fewer than 100 employees; and
 - ii. is responsible for the management and implementation of its own Resource Recovery Service arrangements; or
 - b. a Commercial Landlord, whose management activities include the management of waste operations for tenants; and
2. be based in Queensland and have a physical street address in Queensland; and
 3. have an ABN; and
 4. be registered for the GST and
 5. not be a federal, state or local government department or entity.

4.2 Requirement to enter into Service Agreement

An Applicant must have entered into a Service Agreement after the Commencement Date:

1. that is a New Service Agreement or a Variation Agreement;
2. that provides for the provision of Resource Recovery Services in Queensland and relates to waste management improvements in Queensland;
3. that relates to the collection of material generated at the Applicant's Fixed Premises or, in the case of an Applicant that is a Commercial Landlord, at one of the Applicant's Sites; and
4. under which the frequency of servicing is at least once per 28 calendar days over a minimum continuous 12-month period and the collection period is not 'on call' by the Applicant.

The Applicant must apply for the Subsidy within 90 calendar days of entering into the Service Agreement.

Without limiting the requirements in 1 to 4 above, the following agreements or arrangements do not satisfy the eligibility requirements:

1. Service Agreements entered into prior to the Commencement Date;
2. Service Agreements related to the collection of materials from Domestic Premises;
3. Renewals of existing agreements for Resource Recovery Services; and
4. Self Haul arrangements or agreements.

Applicants are referred to the further information about Service Agreements under clause 6.2 below.

4.3 Availability of Subsidy

Except where an Applicant is a Commercial Landlord, an Applicant may only apply for and receive one Subsidy under the RBWS Program.

In the case of an Applicant that is a Commercial Landlord, the Applicant may apply for a Subsidy in relation to each separate Site, provided that each such Application must relate to a separate Service Agreement and must satisfy the Eligibility Criteria.

5.0 Available assistance

Under the RBWS Program, the available Subsidy is:

1. in the case of an Applicant other than a Commercial Landlord, the amount of \$750.
2. in the case of an Applicant that is a Commercial Landlord, the amount of \$750 in relation to each Site that is the subject of a separate Application.

6.0 Applications

6.1 Application process and requirements

Applications must:

1. be on the Application Form, available on the Department's website at www.derm.qld.gov.au/waste;
2. be complete;
3. comply with all Application Requirements, including ensuring the Application is accompanied by a completed Waste Management Plan (see further below)
4. be completed and lodged on behalf of the Applicant by an Authorised Person.

It is recommended that Applicants read the "A Guide to Reviewing Waste and Recycling Contracts and Service Agreements" (see further below).

Applications and accompanying documents will not be returned to Applicants.

The Department's preference is for online application process, however it will also accept posted Applications. Applications must be submitted as follows:

1. if submitted online, at: www.derm.qld.gov.au/waste
2. if submitted by post, at: Department of Environment and Resource Management
reThink Business Waste Services Program
Waste Reform
GPO Box 2454
Brisbane Qld 4001

Complete a Waste Management Plan

Applicants must prepare and submit a Waste Management Plan with their Applications. The Waste Management Plan must also include information outlining individual responsibilities for managing the Applicant's waste management system.

The Waste Management Plan may assist Applicants to review their existing waste management practices and help to identify appropriate actions for improvement that meet their needs. Applicants are referred to clause 15.3 about their responsibility for preparing and implementing a Waste Management Plan.

Read 'A Guide to Reviewing Waste and Recycling Contracts and Service Agreements'

This document has been developed to assist Applicants in relation to reviewing their current Resource Recovery Service arrangements and in relation to their consideration and entry into of Service Agreements. The Department recommends that Applicants have read this document as part of the Application process. Applicants are referred to clause 15.3 about their responsibility in relation to reading and interpreting the document.

6.2 Incomplete Applications

Incomplete Applications will be dealt with in the following manner:

1. If the Department determines that an Application is incomplete, it will notify the Applicant in writing, detailing what information is required to complete the Application.
2. Where an Applicant is notified about an incomplete Application, the Applicant has 14 calendar days from the date of notification to provide the required information. If information is not received within this timeframe, the Department reserves the right to reject the Application.

6.3 Assessment of Applications

Applications will be assessed by the Department against the Eligibility Criteria and Application Requirements. However DERM can at its own discretion, assess applications that fall outside of the Eligibility Criteria.

If the Department determines that an Applicant satisfies the Eligibility Criteria and has complied with the Application Requirements, the Department may pay a Subsidy to the Applicant in accordance with clause 7.2, provided that the Department reserves the right, at its discretion, to refuse or decline to pay a Subsidy to an Applicant for any or no reason, irrespective of whether the Applicant meets the Eligibility Criteria or has complied with the Application Requirements.

If the Department determines that an Applicant does not satisfy the Eligibility Criteria or has not complied with the Application Requirements, the Department will decline the Application and will not pay a Subsidy to the Applicant. Where the Department declines an Application, the Department will endeavour to notify the Applicant of their Application being

declined with 14 days of the decision being made.

If an application is received that falls outside of the eligibility criteria as outlined at clause 4.1 and 4.2, and it is deemed that there may be some merit in being considered for the subsidy, DERM has full discretion to assess the application. It is noted that assessments of applications do not guarantee the application being approved. If required, DERM may request further evidence to support the application, and as minimum DERM may require a Statutory Declaration by the Applicant. Please also refer to clause 8.

Where the Department accepts an Application that falls outside of the eligibility criteria, the Department will endeavour to notify the Applicant of their Application being approved and reasons for which, with 14 days of the decision being made.

7.0 RBWS Program delivery

7.1 Allocation of Subsidies

Subsidy availability will be allocated equally between South-East Queensland and Regional Queensland. Information will be made available on the Department's website to provide an indication to Applicants on how many allocations remain available within the respective areas of Queensland.

7.2 Subsidy payment process

The Department will notify the Applicant in writing when it has approved the Subsidy.

Subsidies will be paid to eligible Applicants by way of deposit via Electronic Funds Transfer. The direct deposit will only be made to a bank account with a financial institution that is an 'authorised deposit-taking institution' under the *Banking Act 1959* (Cth) (for example, a bank, building society, credit union that is authorised to carry on a banking business in Australia).

The Department will finalise payment of a Subsidy to an eligible Applicant within 60 calendar days of the Application being received. The Department will notify the Applicant in writing when that is has approved payment of the subsidy.

8.0 Verification

The Department reserves the right, at its discretion, to verify any information provided by an Applicant as part of their Application. Verification may include, without limitation, any or all of the following:

1. Requesting an Applicant to provide additional information.
2. On-site assessment by the Department, at the Applicant's Fixed Premises or Site, of Resource Recovery Services in place. For this purpose, by making an Application, the Applicant agrees to allow representatives of the Department reasonable access to the Fixed Premises or Site to allow for inspection or audit of the Resource Recovery Service in relation to which a Subsidy has been paid or applied for.
3. Confirmation of Service Agreement details by contacting the relevant Resource Recovery Service Provider. By making an Application, the Applicant consents to:
 - a. the Department or its representatives contacting the relevant Resource Recovery Service Provider for this purpose; and
 - b. the Resource Recovery Service Provider disclosing to the Department, or its representatives, such information about the Service Agreement as may be requested by the Department for the purpose of verifying the Applicant's compliance with the Eligibility Criteria and the Application Requirements.
4. Confirmation that the Eligibility Criteria have been met.

An Applicant must retain copies of all documents associated with their Application, including the completed Application Form, the completed Waste Management Plan and the relevant Service Agreement for 24 months after payment of the Subsidy, to allow for post-payment verification if required.

9.0 Complaints

Any complaints should be discussed with the RBWS Program officer, by contacting rethink.businesswaste@derm.qld.gov.au. Where complaints cannot be resolved at the officer level, the Applicant can raise a complaint through the Department's online complaint management system, at <http://www.derm.qld.gov.au/contactus/handlingcomplaints.html>.

10.0 Feedback about Applications

Where an Application is declined, the Applicant may request to receive feedback regarding the Application. The Applicant may request information as to why the Application was declined.

11.0 Confidentiality and disclosure of Applicant information

Subject to clause 12, information supplied by an Applicant as part of their Application will be kept confidential by the Department and will not be disclosed, other than:

1. to a Resource Recovery Service Provider for the purpose of verifying Application information about a Service Agreement, in accordance with clause 8;
2. to the extent required by law;
3. to the extent required by an order of a court of competent jurisdiction for the purposes of any litigation or arbitration;
4. to such of its officers or employees as it considers reasonably necessary or appropriate in connection with the payment of the Subsidy and the administration of the RBWS Program;
5. to its professional advisers on a confidential basis;
6. to its auditor for the purpose of any audit of the Department's financial records;
7. to the Department's responsible Minister or to the Parliament of Queensland (as the case may be); or
8. with the consent of the Applicant.

12.0 Right to information and privacy

Information collected by the Department during the Application process is subject to the *Right to Information Act 2009* (Qld) and other relevant laws.

The *Information Privacy Act 2009* (Qld) applies to the handling of Personal Information supplied by an Applicant or an Authorised Person as part of an Application. Applicants are referred to the 'Use and disclosure of information' provisions in section 8 of in the Application Form for further information.

13.0 Taxation

Applicants should consult a tax professional or lawyer regarding the taxation implications of any Subsidy received under the RBWS Program. The Department is not liable for any taxation liabilities incurred by an Applicant resulting from payment of a Subsidy under the RBWS Program.

14.0 Repayment obligations

The Department may require the repayment of a Subsidy by an Applicant in the event that any information provided by the Applicant as part of, or accompanying, their Application is untrue, false or misleading.

The Department may, in its absolute discretion, decide that due to the existence of exceptional circumstances an amount repayable under these Terms and Conditions is not repayable. In making such a decision, the Department may require the relevant Applicant to provide satisfactory evidence about the existence of exceptional circumstances.

15.0 General

15.1 Notices

Where the Department has issued a notice to a physical or electronic address specified by the Applicant, the notification will be deemed to have been received by the Applicant.

15.2 Further information

Notwithstanding any other provision of these Terms and Conditions, the Department reserves the right to require additional information or clarification from an Applicant or anyone else before proceeding to make a decision about an Application or payment of a Subsidy under the RBWS Program.

15.3 Applicant's sole responsibility

In making an Application, an Applicant agrees that they are solely responsible for:

1. ensuring that they understand these Terms and Conditions, including the Eligibility Criteria;
2. their understanding and interpretation of the Department's publication 'A Guide to Reviewing Waste and Recycling Contracts and Service Agreements'; and
3. all:
 - a. business decisions taken in relation to; and
 - b. costs, expenses, obligations or liabilities incurred in relation to or as a result of, the Applicant preparing or implementing a Waste Management Plan or negotiating, entering into and performing a Service Agreement.
4. confirming, to their own satisfaction, that the relevant Resource Recovery Service Provider with whom they enter into a Service Agreement has:
 - a. all local government and other approvals (if required) to operate within the relevant local government area;
 - b. the relevant licenses, approvals or certificates to collect or transport material for Resource Recovery; and
 - c. provided the Applicant with details about the destination of materials collected for Resource Recovery.

The Department recommends that all Applicants seek quotes from Resource Recovery Service Providers before entering into a Service Agreement.

Without limiting anything elsewhere in these Terms and Conditions or the Application Form, the Department will not be responsible or liable to an Applicant, to the maximum extent permitted by law, for any of the matters described in this clause 15.3.