



A.B.N. 55 467 355 767

Service Agreement No.

2 Emplacement Crescent, Hamilton Hill WA, 6163  
Telephone: 1300 65 77 95  
Email: sales@oil2u.com.au

\*Office Use Only  
\*Branch/Depot  
\*Payment Terms:

NEW account

CHANGE/SWAP OVER existing

DELETE existing account

Account Number  Customer A.B.N.

Customer Name

Delivery Address

Point of Contact

Phone Number

Preferred day of Install

1<sup>st</sup> Day of oil Delivery

Equipment Systems:

Customer to complete

ITEM	Serial Number	Capacity	Description	Delivery Frequency	Pick up fee	Rebate		Type of Oil	Weekly usage (Litres)
<b>FRESH OIL UNITS</b>									
<b>USED OIL UNITS</b>									
<b>plus GST</b>									

Date / /

Installers Signature

Special Delivery Instructions:

By signing this agreement, the signatory declares that the following requirements are met (\*Self Declaration):

1. The delivery consists entirely of used cooking oil and is not mixed with fresh oil and is entirely of vegetable origin
2. Documentation of quantities delivered is available.
3. Applicable legislation regarding waste prevention and management (e.g. transport, supervision etc.) are complied with.

THIS IS A LEGALLY BINDING CONTRACT IN EFFECT FROM THE DATE SHOWN BELOW UNTIL TERMINATED IN ACCORDANCE WITH THE TERMS AND CONDITIONS. THIS AGREEMENT IS ACCEPTED ON AND SUBJECT TO THE TERMS AND CONDITIONS LOCATED AT WWW.OIL2U.COM.AU/TERMS AND WHICH HAVE OTHERWISE BEEN SENT BY EMAIL TO YOUR NOMINATED EMAIL ADDRESS, WHICH YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND WHICH BINDS YOU IN YOUR DEALINGS WITH OIL 2 U PTY LTD.

Signed on Behalf of Customer: \_\_\_\_\_ (Signature)

Name of Signatory: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on Behalf of Oil2U Pty Ltd: \_\_\_\_\_ (Signature)

Name of Signatory: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL CONDITIONS

---

### 1. CONTRACTUAL DOCUMENTS

---

- 1.1 The parties acknowledge and agree that the following documents are incorporated into, and form part of, the Agreement and to the extent there is any inconsistency between any document forming part of the Agreement, the descending order of precedence is:
- (a) the Services Schedule (other than the Special Conditions);
  - (b) the Special Conditions;
  - (c) these GCs; and
  - (d) any other document the parties expressly agree forms part of the Agreement.

### 2. AGREEMENT

---

- 2.1 The Owner agrees provide the Services to the Customer during the Services Period, and the Customer agrees to accept the Services during the Services Period, on the terms and subject to the conditions set out in the Agreement.
- 2.2 The Owner may at any time replace all or any of the Equipment with similar items of the same type as the Owner considers necessary or desirable following notice to the Customer.

### 3. SUPPLY OF COOKING OIL

---

- 3.1 The Customer acknowledges that the Equipment is provided on the basis that it will take regular deliveries of cooking oil from the Owner during the Services Period.

### 4. SERVICES PERIOD

---

- 5.1 The Services Period commences when the Owner delivers the Equipment to the delivery address specified in the Services Schedule.
- 5.2 The Services Period is for an indefinite term and ends when:
- (a) all of the Equipment is returned to the Owner or the Owner regains custody and possession of the Equipment; or
  - (b) the Agreement is terminated in accordance with its terms.

### 6. OWNERSHIP OF THE EQUIPMENT

---

- 7.1 The Customer acknowledge that the Owner owns the Equipment and that in all circumstances, the Owner retains title to the Equipment. The Customer's right to use the Equipment is as a bailee only.
- 7.2 The Customer agrees to maintain the Equipment in such a manner as to show clearly that the Equipment is the Owner's property.
- 7.3 The Customer is not entitled to offer, sell, assign, sublet, charge, mortgage, pledge or create any form of security interest over the Equipment in any way.
- 7.4 In no circumstances will the Equipment be deemed to be a fixture.

### 8. RISK

---

- 8.1 Risk in the Equipment passes to the Customer when the Owner delivers the Equipment to the delivery address specified in the Services Schedule.

### 9. USE OF EQUIPMENT

---

- 9.1 The Customer must, at its own expense:
- (a) maintain the Equipment in a clean and sanitary condition and comply with the provisions of all Laws governing the storing of refuse;
  - (b) use the Equipment only for the depositing and storage of Spent Cooking Oil and in accordance with any instructions given by the Owner and all applicable Laws and Applicable Standards; and
  - (c) supply any electricity needed to operate the Equipment.
- 9.2 The Customer is responsible for maintaining the cleanliness of the Equipment as well as any damage, loss or destruction of the Equipment while on its premises or in its possession. The Customer must report any damage to or malfunction of Equipment for whatever reason to the Owner as soon as practicable.
- 9.3 The Customer agrees to have Equipment electrically tested and tagged in accordance with Applicable Standards with two months after the expiration of the first six months of the Services Period, at its cost.
- 9.4 The Customer will not make any alterations or additions to the Equipment or attach any trade marks, signs or writing, or in any way alter the appearance of the Equipment or remove from the Equipment any attachments or fittings or trade mark, insignia or other identification of the Owner without the prior written consent of the Owner.
- 9.5 If the Equipment needs to be replaced, serviced or repaired as a result of the Customer's breach of clause 9.1 or 9.2, in addition to any other rights of the Owner, the Customer will promptly upon demand pay the Owner either the cost of replacing the Equipment, servicing the Equipment or restoring/repairing the Equipment to its condition at the commencement of the Services Period (except for fair wear and tear), whichever is the lesser.
- 9.6 As required by the Owner at the Owner's discretion, the Customer agrees to return the Equipment to the Owner clean and in a condition consistent with its condition at the commencement of the Services Period except for fair wear and tear.
- 9.7 The Customer agrees to allow the Owner at any time during working hours to enter any premises in which the Equipment is located for the purpose of inspecting, maintaining or reclaiming the Equipment or verifying the Customer's compliance with its obligations under the Agreement.

### 10. INSURANCE

---

- 10.1 The Customer must effect and maintain at its cost insurance for physical loss (theft) and damage to the Equipment for the nominated insurance value of each item of Equipment as set out in the Services Schedule and which notes the interest of the Owner as an additional insured (**Insurance**).
11. The Customer must provide to the Owner within five Business Days of the commencement of the Services

Period, with insurance certificates of currency or such evidence as the Owner may reasonably require that the Customer holds the Insurance.

## 12. SERVICES

- 12.1 During the Services Period, subject to the Agreement, the Owner agrees to collect Spent Cooking Oil deposited and stored in the Equipment at the times agreed with the Customer.
- 12.2 The Customer agrees to allow the Owner full and free access to enter any premises in which the Equipment is located for the purpose of collecting Spent Cooking Oil.
- 12.3 Title to Spent Cooking Oil passes to the Owner once it is deposited and stored in the Equipment.
- 12.4 During the Services Period, the Owner will supply the Customer with Cooking Oil on the terms set out in the Services Schedule.

## 13. SPENT COOKING OIL

- 13.1 The Customer warrants that the composition of Spent Cooking Oil will comply with the requirements notified by the Owner to the Customer from time to time.
- 13.2 The Customer agrees that it will comply with the Australian Renderers Association *National Standard for Recycling of Used Cooking Fats and Oils Intended for Animal Feeds 2008* which requires that Spent Cooking Oil collected for recycling:
  - (a) has been stored in containers previously used for food grade products;
  - (b) has been stored in a lidded container(s) free of holes;
  - (c) has been treated and handled as a food product; and
  - (d) is free from oil of unknown origin, mineral oil, transformer oil, or heating oil, automotive fuels or lubricants, added water, washing detergents, any contact with toxic chemicals such as insecticides, pesticides or other chemicals on the premises or saveall fats that have been collected from grease traps or from other tanks that have effluent lines from other forms of sludge.
- 13.3 In the event:
  - (a) the Customer breaches clause 13.1 or 13.2; or
  - (b) Spent Cooking Oil is Contaminated, is not fit for recycling or includes Prohibited Materials,
 in addition to any rights the Owner may have under law, the Owner may:
  - (d) refuse to accept Spent Cooking Oil;
  - (e) return Spent Cooking Oil to the Customer who shall forthwith accept it, at the Customer's cost which shall be paid promptly upon demand;
  - (f) transport Spent Cooking Oil to any site which will accept Spent Cooking Oil at the Customer's cost which shall be paid promptly upon demand; and
  - (g) subject Spent Cooking Oil to any treatment at the Customer's cost, which shall be paid promptly upon demand..

## 14. CHARGES

- 14.1 In consideration for the provision of the Services, the Customer agrees to pay the Charges set out in the Services Schedule and at the times set out in clause 15.
- 14.2 An ullage allowance of 9% will be applied against the total volume of Spent Cooking Oil collected by the Owner on account of collection, processing, disposal and regulatory licencing costs incurred by the Owner.
- 14.3 The Owner may, acting reasonably, adjust the

Charges on giving 30 days' notice to the Customer to reflect changes in the costs incurred by the Owner in providing the Services, including changes in relation to disposal costs, fuel costs, government taxes, charges and levies, administrative and operational costs.

## 15. INVOICING

- 15.1 The Owner will charge the Customer upon delivery of the Oil, and upon receipt of the spent Cooking Oil by way of electronic funds transfer.
- 15.2 If the Customer fails to make payment of any amount due to the Owner under the Agreement in accordance with this clause 15, the amount not paid will accrue interest from day to day on and from the due date for payment until but not including the date the payment is made at the Default Rate.

## 16. EXCLUSION OF LIABILITY

- 16.1 If the Customer is a Consumer, Owner may be taken to have given the Customer certain consumer guarantees under the Australian Consumer Law about the supply of goods or services to the Customer (**Consumer Guarantees**). If Owner fails to comply with any of those Consumer Guarantees, the Customer may have statutory rights against Owner under the Australian Consumer Law that Owner is prohibited by law from excluding, restricting or modifying.
- 16.2 Nothing in the Agreement is to be taken to exclude, restrict or modify:
  - (a) any rights of recovery to or compensation the Customer may have under the Australian Consumer Law; or
  - (b) any other rights of recovery to or compensation the Customer may have under law,
  - (c) to the extent that Owner is prohibited by law from excluding, restricting or modifying them.
- 16.3 All other conditions, warranties and guarantees in relation to any matter (including any rights of recovery or to compensation), whether or not implied by law, are, to the maximum extent permitted by law, excluded. This exclusion applies whether or not the Customer is a Consumer.
- 16.4 Where the Equipment is not of a kind ordinarily purchased for personal, domestic or household use, Owner's liability for breach of any Consumer Guarantee applicable to the use of the Equipment under the Australian Consumer Law, to the extent that it is permitted by law, is limited to any one of the following determined by Owner:
  - (a) the replacement or repair of the Equipment; or
  - (b) the payment of the replacement or repair of the Equipment.
- 16.5 Where the Services are not of a kind ordinarily purchased for personal, domestic or household use, Owner's liability for breach of any Consumer Guarantee applicable to the provision of the Services under the Australian Consumer Law, to the extent that it is permitted by law, is limited to any one of the following determined by Owner:
  - (a) the supplying of the Services again; or
  - (b) the payment of the cost of having the Services supplied again.
- 16.6 Subject to this clause 16, and to the extent permitted by law, Owner is not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from Owner's failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the

Agreement (including as a result of not being able to use the Equipment), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

## **17. INDEMNITY**

---

- 17.1 The Customer is liable for and must indemnify and hold harmless the Owner and the Indemnified Parties from and against all Claims and Liabilities suffered or incurred by the Owner arising out of or in connection with: (a) the Customer's breach of the Agreement; or (b) any negligent act or omission of Customer or Customer's personnel.

## **18. SUSPENSION**

---

- 18.1 Without limitation to its rights under the Agreement, if the Customer breaches any provision of the Agreement and fails to remedy that breach (if that breach is capable of remedy) within 14 days of receiving a request from the Owner to do so, the Owner may cease or suspend the provision of the Services for such a period as Owner thinks fit without liability to the Customer or any third party.

## **19. FORCE MAJEURE**

---

- 19.1 The Customer acknowledges and agrees the Owner is not liable to the Customer for any Claims and Liabilities suffered or incurred by the Customer arising out of or in connection with any delay or failure to perform and observe any of its obligations under the Agreement due to a Force Majeure Event.

## **20. TERMINATION**

---

- 20.1 Either party may terminate the Agreement by giving at least 21 days' notice to the other party.
- 20.2 On termination of the Agreement, the Customer must allow the Owner to enter any premises at any time in which the Equipment is located for the purpose of reclaiming the Equipment.
- 20.3 Termination of the Agreement for whatever reason is without prejudice to any accrued rights of either party.

## **21. GST**

---

- 21.1 In this clause 21, a word or expression defined in the *A New* meaning given to it in that Act.
- 21.2 If a party makes a supply under or in connection with the Agreement in respect of which GST is payable, the

consideration for the supply but for the application of this clause 21.2 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

- 21.3 If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 21.2.
- 21.4 A party need not make a payment for a taxable supply made under or in connection with the Agreement until it receives a tax invoice for the supply to which the payment relates.

## **22. MISCELLANEOUS PROVISIONS**

---

- 22.1 The Agreement may be altered only in writing signed by each party.
- 22.2 the Customer may the assign the Agreement or any right under the Agreement without the prior written consent of the other party.
- 22.3 Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the Agreement and any transaction contemplated by it.
- 22.4 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 22.5 A term or part of a term of the Agreement that is illegal or unenforceable may be severed from the Agreement and the remaining terms or parts of the Agreement continue in force.
- 22.6 Together with any emails from the Customer to the Owner strictly for the purposes of constituting requests for Services, the Agreement constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 22.7 The Agreement is governed by the law of the State of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria.