



Agreement to Provide Container Deposit Scheme Services

For collections returning bulk volumes

Between **City of Fremantle** (ABN: 74 680 272 485)
of Walyalup Civic Centre 151 High Street, Fremantle WA 6160
and

ORGANISATION NAME _____

MEMBER ID# _____

ADDRESS _____

CONTACT # _____

1. Duration of Agreement

This agreement will commence from the date below and can be cancelled with notice from either party up to 10 working days prior to the cancellation.

2. Relevant Legislation

This agreement between the Parties is made pursuant to the following pieces of Western Australian State Legislation:

- a. Waste Avoidance and Resource Recovery (Container Deposit Scheme) Regulations 2019 (“the Regulations”)
- b. Waste Avoidance and Resource Recovery Act 2017 (“the Act”)

The Parties, by signing this document, agree to be bound by the requirements of the Act and the Regulations.

3. Services Provided by the City of Fremantle

- a. The City shall provide, free of charge, a 240L Bin(s) for the user to collect Containers.
- b. The City shall collect the 240L Bin on the nominated collection day(s) at a time between 7am and 5pm Monday to Friday
- c. The City shall provide:
 - i. Collect full bins, count the containers, and submit to the scheme coordinator WA Return Recycle Renew Ltd (WARRRL) for payment within 3 business days after collection.
 - ii. The receipt shall include the amount of refund to be paid via EFT to a nominated bank account by the Container Deposit Scheme provider WARRRL
- d. The City shall provide a replacement bin within 5 business days of being informed of damage to the Bin.

4. Responsibilities of the User

- a. The user shall ensure it has a verified ‘Member ID’ to be a participant in the Container Deposit Scheme. A ‘Member ID’ can be requested via: <https://warrl.com.au/our-community/>

- b. The User shall provide to the City at the time of entering into this agreement, the 'Member ID' number.
- c. On the day of collection, the User is to ensure easy access to the 240L Bin(s) for the City to make the collection. Bins should be available for collection from 7am on the nominated collection day(s).
- d. The User is to use their best endeavours to ensure items in the 240L Bin(s) are approved collectable containers (see section 6 of this agreement).
- e. The User is to notify, as soon as is reasonably practicable, the City of any damage to the Bin(s) for the City to replace the damaged Bin(s).
- f. The User is to notify the City if a collection is required outside the nominated collection day(s). The City will use it's best endeavours to respond within 48 hours of notification.
- g. The User agrees that ownership of the 240L Bin(s) remains with the City of Fremantle at all times.
- h. If the User requires additional Bins, a request for additional Bins is to be made to the City via cfc@fremantle.wa.gov.au The City shall have up to 5 business days to provide the additional Bins.

5. Collectable Containers

The user will ensure that all containers placed in the 240L Bin shall meet the requirements of the Container Deposit Scheme.

A full list of inclusions and exclusions can be found at:

<https://dwer.wa.gov.au/sites/default/files/WA%20CDS%20beverage%20container%20list%20Final.pdf>

The User is to ensure:

- a. The containers are clean and empty
- b. The containers are whole and not crushed or glass broken
- c. The containers are placed loosely in the Bin and are not baled or packaged together
- d. Only eligible containers for the *Containers for Change* scheme are placed in the bins (Visit - [Home | Containers for Change](#) and scroll down for more information)
- e. The Bin (as much as possible) contains no lids
- f. Any locks are removed from the Bin prior to collection

6. Fees

Please refer to below table:

Description	Location	Fees
Non for-Profit Organisations	Fremantle	No Fees applicable
Schools	Fremantle	No Fees applicable
Commercial Organisations	Fremantle	\$6 per 240L bin processed
Schools and not for profit organisations	Within 10kms of Fremantle CBD	\$3 per 240L bin processed
Commercial Organisations	Within 10kms of Fremantle CBD	\$9 per 240L bin processed

- a. The City of Fremantle may seek to adjust Service fees to take into consideration movements in the relevant market.
- b. Any changes in Fees will be communicated in writing as soon as reasonably possible.

7. Dispute

- a. Should the user feel a need to dispute the service provided or quantities collected, the User should contact the City in writing via cfc@fremantle.com.au with information regarding this agreement and the reason for the dispute with evidence (where possible) of any transgression of the agreement.
- b. The City shall have 10 business days to respond to the Dispute in writing with a proposal for rectification or denial of dispute.
- c. The User shall have 10 business days to agree to the resolution or not, by providing a response in writing.
- d. If an agreement cannot be reached between the parties, the parties agree to raise the Dispute with the provider of the Container Deposit Scheme – WARRRL – and shall abide by the decision of the provider.

8. Confidentiality

- a. The parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the Services may be confidential and unless required by law must not be disclosed to a third party except with the prior written consent of the disclosing party.

9. Termination

This agreement may be terminated by either party (at no cost) by providing 10 business days' notice, in writing, of the intention to terminate the agreement. The user agrees to return the 240L Bin(s) to the City, undamaged (as much as is reasonable in the circumstances).

SIGNATURES

Signed by an Authorised
Representative of the City of Fremantle

Signed for _____
by its representative :

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Title of authorised representative

Title of authorised representative

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Date

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Date