

**MURRINDINDI SHIRE COUNCIL
REUSABLE MATERIALS RECOVERY AGREEMENT 2019-20**

IN CONSIDERATION of **MURRINDINDI SHIRE COUNCIL** ("**Council**") permitting the person identified as the "**Customer**" below ("**Customer**") to scavenge for goods at the Alexandra, Kinglake, Yea, Marysville or Eildon Resource Recovery Centres ("**RRC**"), the Customer agrees to be bound by the terms of this Agreement.

- 1 This Agreement creates a contract between the Council and the Customer in accordance with the terms of this Agreement.
- 2 The agreement is valid for the remainder of the financial year in which it is signed, and needs to be signed only once in that year.
- 3 The Customer warrants that he or she is a resident of the Council's municipal district or a ratepayer to the Council and will provide confirming evidence of that on demand.
- 4 The Customer may only scavenge from:
 - 4.1 the steel pile;
 - 4.2 the green waste / timber pile (including collecting firewood);
 - 4.3 the tyre pile; and
 - 4.4 the couch and mattress pile.
- 5 On each occasion that the Customer wishes to scavenge goods or materials for re-use, the Customer must notify the attendant at the RRC and obtain the site attendant's consent to scavenge from a particular pile. The Customer must notify the site attendant prior to leaving the site with any materials so that the type and volume of materials removed from the site can be noted against their Re-use Customer Number. The site attendant may refuse any request to scavenge if they are not able to accompany the Customer to the relevant location.
- 6 The Customer must:
 - 6.1 wear sturdy footwear and gloves, to the satisfaction of the attendant at the RRC, at all times while scavenging;
 - 6.2 only take goods or materials from the edge of stockpiles and must not climb on or step within any stockpile;
 - 6.3 not use a chainsaw, power saw, angle grinder, generator or any other power tool at the RRC;
 - 6.4 ensure that any goods or materials scavenged are properly secured on or in a vehicle before being removed from the RRC; and
 - 6.5 comply with all directions of the attendant of the RRC while at the RRC, including, without limitation, any direction not to scavenge or to cease scavenging. The attendant's decision is final.
- 7 The Customer must not remove any goods or materials from the RRC for the purpose of:
 - 7.1 selling the goods or materials to a commercial recycler; or
 - 7.2 selling the goods or materials without modification to the goods or materials. For this purpose, cleaning and minor repairs do not constitute modification.
- 8 It is the Council's assumption that all goods and materials deposited at the RRC have been abandoned by the previous owners. However, the Council does not warrant that it can or will transfer good title to any goods or materials to the Customer and the Customer assumes all risks with respect to ownership of the goods or materials.
- 9 It is acknowledged and agreed by the Customer that the Customer undertakes all scavenging activities and makes use of any scavenged goods or materials entirely at the Customer's own risk. The Customer releases the Council from any liability arising from or in connection with any scavenging for goods or materials by the Customer, including, without limitation, any liability with respect to any personal injury or property damage arising from or in connection with the scavenging activity or any use that the Customer may make of scavenged goods or materials.
- 10 If the Council is of the opinion that the Customer has breached any term of this Agreement, the Council may, at the Council's discretion, immediately terminate this Agreement or suspend the Customer's rights under this Agreement. The site attendant's decision in this matter is final.

Dated: _____

Signed by the Customer: _____

Re-use customer number

Name

Address