

# POLICY



**Date adopted:** 26/06/2019  
**File no:** 1136460-1  
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**Policy title:** **TERMS AND CONDITIONS OF THE ENTRY AND USE OF COUNCIL'S WASTE AND RECYCLING FACILITIES**

**Directorate:** STRATEGY AND SUSTAINABILITY

**Branch:** HEALTH, ENVIRONMENT AND WASTE

**Policy objective:** To detail the terms and conditions of entry and use of a Council waste and recycling Facility.

**Policy scope:**

The purpose of this policy is to that details the terms and conditions of entry and use of a waste and recycling Facility.

**Definitions:**

TERM	DEFINITION
Facility	Any waste and recycling Facility operated by Council.
Terms and Conditions	The Terms and Conditions of Entry and Use of the Facility.
User	Any person who enters the Facility.

**Policy statement:**

By entering a Facility, Users agree to the following Terms and Conditions which will be published at the entry point to the Facility:

1. Persons under 18 years of age may only enter the Facility under the supervision of a parent or guardian. The parent/guardian agrees that the minor is subject to these terms and conditions, including paragraph 2.
2. If you enter the Facility there is a possibility of injury, death or property damage or loss and entry to the Facility is at your own risk.
3. You agree and acknowledge that, to the extent permitted by law, Council will not be liable for any injury, loss or damage suffered by you or caused by any acts or omissions of Council or its employees, agents or contractors, or any other person present at the Facility.
4. You indemnify Council against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, injury or death of any person (including you) arising out of or in connection with any of your acts or omissions while at the Facility.
5. Whilst at the Facility you are responsible for your own property. You must not leave your bags or possessions unattended at any time.
6. You must comply with any reasonable directions given by Council, its employees, agents, contractors or a person authorised by Council, whilst at the Facility.
7. You acknowledge, agree and consent that Council and third parties authorised by Council may make or record film, photographs or other forms of moving picture or recording, still picture or

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any other medium at the Facility (including, without limitation, of persons attending the Facility and vehicles entering the Facility). You grant Council and third parties authorised by Council permission to use photographs, film, tape, or other images or likenesses of yourself, your vehicle and your property.

- 8. You agree to make payment for use of the Facility in accordance with Councils' requirements for payment in place from time to time.
- 9. In the event that you (or the vehicle you are using) has previously made use of the Facility without the required payment, or have waste disposal fees owing to Council, Council may refuse admission to the Facility and exclude you from the Facility until such time as all waste disposal fees owing to Council is paid in full or you demonstrate you were not person using the vehicle when the debt was incurred.
- 10. Council may impose and recover from you its reasonable costs and expenses, including third party costs and Council's administrative costs, of recovery of any amounts owed by you to Council relating to use of the Facility.
- 11. Council may collect personal information about you to the extent necessary for it to operate the Facility (including regarding collection of payments), including your vehicle details, vehicle registration number, name, postal address, email address and phone number.
- 12. Council may disclose your personal information held by Council to employees, agents and service providers engaged by Council to assist with the operation of the Facility, including debt collection.
- 13. Council (and contractors engaged by Council) may operate surveillance equipment within the Facility, including security cameras. By entering the Facility you consent to information about yourself (including images) being recorded by such surveillance equipment and to the Council disclosing the information recorded to anyone (including without limitation law enforcement bodies and persons involved in relevant legal actions) to the extent that Council deems such disclosure to be necessary so as to protect Council’s lawful interests, the public interest or the safety of persons or property present at the Facility.
- 14. Council's Privacy Policy applies to any personal information collected and held by Council and can be requested at: Logan City Council, PO Box 3226, Logan Central QLD DC 4114 or by email: [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au).
- 15. You may access these terms and conditions at [www.logan.qld.gov.au](http://www.logan.qld.gov.au) or by contacting Council as per paragraph 14.
- 16. You have read and understand these terms and conditions.

If the terms and conditions above are not agreed to by you, you are not permitted to enter the Facility. Entry to the Facility by any person will be deemed to constitute acceptance by that person of these terms and conditions.

**Related policies/legislation/other documents:**

DOC ID	DOCUMENT TYPE	DOCUMENT NAME