

FORM NAME**MULCH SUPPLY – WAIVER, ACKNOWLEDGEMENT AND RELEASE**

DEPARTMENT - Prosperity

Form Number - DCSB 05 Form 10

1. Parties

This Waiver, Acknowledgement and Release (“Waiver”) is made between:-

The District Council of Streaky Bay

ABN: 93 970 509 459

("Council")

And

Recipient / Resident:

Name: _____

Address: _____

Phone / Email: _____

("the Recipient")

2. Description of Material

Council is providing mulch and/or green waste material ("the Material") to the Recipient for private use. The Material may be derived from vegetation management, tree pruning, landscaping, or similar activities.

3. Acknowledgement of Risk

The Recipient acknowledges and agrees that:-

- a) The Material **may contain contaminants**, whether **natural or man-made**, including but not limited to:-
- weeds or weed seeds
 - pests or pathogens
 - soil, stones, wood, foreign objects or debris
 - chemical residues or other environmental contaminants
- b) Council **makes no representations or warranties**, express or implied, regarding the quality, composition, safety, suitability, or fitness for purpose of the Material.
- c) The Recipient **accepts the Material entirely at their own risk**.

4. No LiabilityTo the fullest extent permitted by law, including under the **Civil Liability Act 1936 (SA)**, the Recipient:-

- a) **Releases and indemnifies** Council, its employees, contractors, elected members, and agents from **all liability**, loss, damage, cost, or expense arising from:-
- the collection, transport, storage, use, or disposal of the Material; and
 - any damage, injury, loss, or harm caused directly or indirectly by the Material.
- b) Acknowledges that Council is not liable for any loss or damage arising from contaminants, whether known or unknown at the time the Material is supplied.

Nothing in this Waiver is intended to exclude rights that cannot be excluded under the **Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth))**, however, the Recipient acknowledges that the supply of the Material is provided **without guarantee** and free of charge (or at minimal cost, if applicable).

5. No Returns Policy

The Recipient acknowledges and agrees that:-

- a) **No returns, refunds, or exchanges** will be accepted once the Material has been collected or delivered.
- b) If the Recipient seeks to return or dispose of the Material via Council facilities, **standard waste disposal fees and charges will apply** in accordance with Council's current Fees and Charges Schedule.

6. Use and Disposal

The Recipient is solely responsible for:-

- the appropriate use of the Material; and
- compliance with all relevant laws and regulations relating to weed control, biosecurity, transport and disposal

7. Governing Law

This Waiver is governed by the laws of **South Australia**, and the parties submit to the jurisdiction of the courts of South Australia.

8. Acceptance

By signing below, the Recipient confirms that they have read, understood, and voluntarily accept the terms of this Waiver.

Recipient Signature: _____

Name (print): _____

Date: _____

Council Representative: _____

Name / Position: _____

Date: _____