

MobileMuster - the official recycling program of the mobile phone industry

An initiative of the Australian Mobile Telecommunications Association.

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Terms and Conditions of Participation

On behalf of the telecommunications industry, the Australian Mobile Telecommunications Association ("AMTA") has developed MobileMuster, the official recycling program of the mobile phone industry that recycles mobile phone batteries, handsets and accessories.

By registering for MobileMuster you have agreed to the following terms and conditions of participation.

Terms of the Agreement

Definitions

"Approved Site" means a site which you have nominated in your MobileMuster Registration Form and which AMTA has approved;

"Government Agency" means a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;

"Office Hours" means the hours between 9.00 am and 5.00 pm Monday to Friday (excluding a public holiday in the location where the Mobile Components are to be collected).

"Collection and Promotional Material" means the MobileMuster collection containers (e.g. tubes/boxes) and promotional, marketing and advertising material provided to You by AMTA; and

"Mobile Components" means used, unwanted or discarded mobile telephone components (being handsets, batteries, accessories and associated packaging) including NiCad, NIMH, Lithium Ion, and Lithium Polymer mobile phone batteries, and other such products that may be used in mobile phones.

"Public Drop-off Point" means the physical address of the Approved Site to be listed on the MobileMuster website as a location for the public to drop of their Mobile Components

"Stored Collections" means any Mobile Components collected on behalf of AMTA that are stored prior to collection by AMTA (i.e. they have been removed from the recycling unit).

1. Duration

Ongoing until either party chooses to terminate (see clauses 7 and 8).

2. Collection Services

Subject to approval by AMTA (which it may give or withhold at its discretion) of the sites nominated by You in your MobileMuster Registration Form, AMTA will provide the following collection services to those sites:

- provision of one collection unit and MobileMuster Promotional Material per Approved Site that is listed as a Public Drop-off Point.
- free collection of your Stored Collections within seventy-two hours of you booking a pick up (see clause 4d for instructions on how to book a pick up); and
- ensure that the weights of Mobile Phone Components that AMTA collects from your Approved Sites as per clause 4d are recorded.

3. Ownership of Mobile Components

All Mobile Components placed in the collection unit/s immediately become the property of AMTA.

You must not collect Mobile Components on behalf of AMTA for any purpose other than recycling.

You must not reuse or resell any Mobile Components collected in the course of being a registered MobileMuster participant.

You must not remove Mobile Components from the collection unit or Stored Collections under any circumstances other than for collection by authorised representatives of AMTA.

You must adequately secure all collection units to ensure unauthorised access does not occur including unauthorised access by staff.

4. Your other obligations

You must ensure that:

- the collection unit(s) is/are placed at your Approved Site(s) in a secure location that is accessible by the public (if listed as a Public Drop-off Point) and your staff and should not be placed near an exit. The Stored Collections should be held at your Approved Site(s) in a position where it is not accessible by the public and should be sealed to prevent theft;
- only Mobile Components are put into the collection unit and Stored Collections;

- where AMTA distributes any Promotional Material to be fixed to the collection unit(s), the Promotional Material is displayed at the Approved Site(s) in accordance with any instructions that AMTA may determine. AMTA may also distribute other Promotional Material to be displayed at Approved Sites on counters or public/staff areas at your discretion. You can only place collection unit(s) at Approved Sites that have been registered with AMTA
- You book a pick-up of Stored Collections when your recycling unit is full. To book a pick-up you will package the Stored Collections in a box suitable for transit and call 1800 249 113 or book online at www.mobilemuster.com.au. You will be given a Case ID number to write on the box for collection. Your Stored Collections can only be removed by a courier who has the correct Case ID number written on a consignment note.
- You inform AMTA and the police immediately if someone other than AMTA's approved courier (i.e. in accordance with clause 4d) removes or attempts to remove any Mobile Components collected on behalf of AMTA. AMTA will treat any unauthorised removal of mobile phone components as theft.
- You ensure that the collection unit(s) is/are sealed at all times. If your collection unit(s) is/are sealed by a lock then AMTA must be informed immediately if the lock is broken so that a replacement can be arranged. If your collection unit(s) is/are the cardboard box(es) with an anti-theft lid then AMTA must be informed immediately if the condition of the box deteriorates in a way that makes the anti-theft lid ineffective so that a replacement can be arranged.
- Mobile Components are handled and deposited in the collection unit and any storage box in a manner which is careful and which minimises any risk of damage or hazard to persons or property arising from the handling of Mobile Components;
- AMTA's approved courier has reasonable access to your Approved Site(s) at reasonable times for picking up Stored Collections;
- you effect and maintain public liability insurance for an amount of not less than \$10,000,000 and which covers all loss, injury or damage to any person or organisation which might arise in connection with your participation in the MobileMuster program at your Approved Site(s); and
- you effect and maintain workers' compensation insurance for an amount required by the relevant State or Territory legislation; and
- You will indemnify and keep indemnified AMTA and its employees and agents against all losses, liabilities and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with, whether directly or indirectly:
 - any breach by you of your obligations under this agreement; or
 - any act or omission involving fault or negligence on your part.
- Your liability to indemnify AMTA under condition (k) above will be reduced proportionately to the extent that any breach of this agreement by AMTA, or any act or omission involving fault or negligence on the part of AMTA, contributed to the loss, liability or expense.

5. Collection and Promotional Material

All collection units (i.e. boxes/tubes) and promotional material provided by AMTA to You for the purposes of this Agreement remains the property of AMTA and You must return all such Promotional Material to AMTA on the termination of this Agreement.

6. Safety

You must comply with the requirements of all relevant codes, regulations, rules and industry practice in relation to safety. You warrant that you have an effective occupational health and safety policy in place.

7. Termination of this Agreement by AMTA

AMTA may terminate this Agreement at any time by giving not less than four weeks written notice. On termination of this Agreement under this clause 7, you must allow AMTA or any person authorised by AMTA to remove the collection unit(s) from your Approved Site(s) during Office Hours or at a mutually agreed time. Any such termination does not affect any other right or claim which you or AMTA may have against the other in connection with this Agreement.

8. Termination of this Agreement by MobileMuster participant.

You may terminate this Agreement at any time by giving not less than four weeks written notice to AMTA. On termination of this Agreement under this clause 8, you must allow AMTA or any person authorised by AMTA to remove the collection unit(s) from your Approved Site(s) during Office Hours or at a mutually agreed time. Any such termination does not affect any other right or claim which you or AMTA may have against the other in connection with this Agreement.