

LIVESTOCK TRUCK WASH – TERMS AND CONDITIONS

1. Acceptance of Terms

By entering and using this facility, you (the user) understands and agrees:

- (i) to be bound by these Terms and Conditions. If you do not agree, you must not use this facility.
- (ii) that RLX Operating Company Pty Ltd (RLX) is the owner/operator of the facility, that the water treatment facilities into which the truck wash discharges uses biological treatment processes which are highly sensitive to certain chemicals which renders misuse a breach of these Terms and Conditions.
- (iv) that RLX may use recycled water at the facility and as such, does not guarantee that water quality for any other purpose other than its intended purpose.
- (v) it is the user's responsibility to look after themselves and the facility whilst in operation and understands that misuse may cause significant damages to RLX and that the user will be liable for any resulting loss or damage caused by their breach or negligence.

2. Nature of Facility (Self-Service)

- (i) This is a **self-service truck wash for LIVESTOCK CARRIERS ONLY**. Carriers who have transported porcine and avian animals are strictly prohibited from using the truck wash service.
- (ii) All equipment is operated entirely at the user's own risk to the maximum extent permitted by law.
- (iii) No supervision is provided unless explicitly stated.

3. User Responsibilities

- (i) The user must:
 - a. Be empty of all livestock prior to entering the facility.
 - b. Follow all posted instructions and signage.
 - c. Use the facility safely and only for its intended purpose.
 - d. Ensure vehicles are safe and suitable for washing.
- (ii) The user must NOT:
 - a. Engage in unsafe or reckless behaviour including (without limitation) misuse of equipment, excessive pressure use, or failure to follow posted instructions.
 - b. Create biosecurity or environmental risks.
 - c. Interfere with other users or operations.
 - d. Use any washdown chemicals or products unless supplied by RLX.

4. Personal Protective Equipment (PPE)

- (i) The user must wear appropriate PPE at all times, including:
 - a. Protective clothing (e.g. waterproof overalls highly recommended).
 - b. Eye protection.
 - c. Respiratory protection (e.g. mask).
 - d. Enclosed, non-slip footwear.
- (ii) Failure to wear PPE may result in refusal of access or removal from the facility and RLX reserves the right to immediately suspend or terminate a user's access if PPE requirements are not complied with at any time.

5. Equipment Use

- (i) Unless otherwise authorised by RLX, only equipment supplied by RLX may be used.
- (ii) Users must not:
 - a. Bring or use their own equipment, chemicals, or tools.
 - b. Tamper with, interfere with, or modify any of RLX's equipment.
 - c. Adjust pressure systems, chemical dosing, or infrastructure.
- (iii) All equipment must be used strictly in accordance with any written instructions displayed at the time of use.

6. Biosecurity

- (i) Users are solely responsible for meeting all biosecurity requirements in the State or Territory in which the facility operates.
- (ii) RLX does not guarantee compliance with:
 - a. Abattoir standards;
 - b. Export requirements; or
 - c. Industry-specific protocols.
- (iii) Where liability cannot be excluded, RLX's liability is limited to the greater of: (a) the fees paid for use of the facility; or (b) \$1,000 AUD.
- (iv) RLX reserves the right to immediately suspend or terminate a user's access if PPE requirements are not complied with at any time.

7. Safety

- (i) To the maximum extent permitted by law, entry and use of the facility is at the user's own risk.
- (ii) The facility may be wet, slippery, and hazardous.
- (iii) High-pressure equipment and chemicals can cause injury.
- (iv) Children and unauthorised persons are not permitted in operational areas.
- (v) The user acknowledges and accepts all inherent risks associated with the use of the facility.

8. Environmental Compliance

- (i) All washdown must occur in designated areas only.
- (ii) Users must not:
 - a. Improperly dispose of waste.
 - b. Block or interfere with drainage.
 - c. Introduce unauthorised chemicals or contaminants.

9. Fees & Payment

- (i) Users agree to use and be bound by the AvData system and agree to abide by their terms and conditions which can be found at <https://avdata.com.au/>
- (ii) RLX also reserves the right to charge additional fees as reasonably determined by RLX based on the nature and extent of use or breach, which will be the joint and several responsibility of:
 - a) the AvData keyholder; and
 - b) the registered owner of the truck.
- (iii) Additional charges may apply for:
 - a. Excessive contamination;
 - b. Misuse of the facility; and/or
 - c. Clean-up or remediation work.
- (iv) All charges are payable within 14 days of written notice. RLX reserves the right to suspend access for non-payment.

10. Damage to Facility

- (i) The user is liable for any damage caused to RLX property to the extent such damage arises from the user's breach, misuse, or negligence which includes but is not limited to, RLX's":
 - a. Equipment;
 - b. Infrastructure; and
 - c. Drainage or environmental systems.
- (ii) Repair and associated costs will be charged to the user.

11. Breach, Indemnity & Site Ban

(a) Breach of Terms

If a user breaches these Terms and Conditions, RLX may take enforcement action, including but not limited to banning the user from the site.

(b) Indemnity

(i) The user indemnifies RLX against all claims, losses, damages, and expenses (including legal costs on a full indemnity basis) to the extent arising from:

- a. Breach of these Terms and Conditions;
- b. Misuse of the facility;
- c. Failure to follow safety, PPE, or biosecurity requirements; and/or
- d. Any negligent, reckless, or wilful act or omission of the user.

(ii) This indemnity includes (without limitation) liability arising from personal injury, property damage, environmental harm, or biosecurity breaches caused or contributed to by the user.

(iii) This indemnity applies to the extent that the relevant claim, loss, damage, or expense is caused or contributed to by the user's negligence, recklessness, breach, or misuse of the facility.

(c) Site Ban

(i) RLX may:

- a. Refuse or terminate access immediately
- b. Issue a temporary or permanent ban from the facility and all other truck wash facilities owned/operated by RLX.
- c. Report the User's AvData key details to AvData and request the User's AvData key is permanently disabled.
- (ii) Any banned user returning to the facility (or any other facility owned or operated by RLX) may be treated as trespassing and be subject to further prosecution.

12. Liability

- (i) To the maximum extent permitted by law RLX is not liable for:
 - a. Injury, loss, or damage arising from use of the facility;
 - b. Misuse of equipment;
 - c. Failure to wear PPE.
- (ii) Nothing in these Terms and Conditions excludes rights under the Australian Consumer Law.

13. CCTV & Monitoring

The facility may be monitored by CCTV for safety, security, and compliance purposes.

14. Refusal of Service

RLX may in its absolute discretion refuse access for:

- a. Safety breaches.
- b. Non-compliance with these Terms and Conditions.
- c. Unsafe, abusive, or inappropriate behaviour.

15. Changes to Terms

These Terms & Conditions may be updated at any time and will be displayed on-site and at www.rlx.com.au

16. Force Majeure

RLX is not liable for any failure or delay in providing access or services due to events beyond its reasonable control, including but not limited to equipment failure, water shortages, power outages, or natural events.

17. Governing Law

These Terms and Conditions are governed by the laws of the State or Territory in which the facility operates.