

Reducing Single-Use Program Terms and Conditions

IMPORTANT! Please read the terms of Reducing Single-Use Program Terms and Conditions. Your acceptance and participation in the Reducing Single-Use Program (the “Program”) are subject to Your agreement on the terms below. By participating in the Program as a Program Participant, You confirm that You have read, understood, accept, and agree to be bound by these Reducing Single-Use Program Terms and Conditions, without limitation or qualification.

The Reducing Single-Use Program supports Toronto businesses taking steps to eliminate unnecessary use of single-use and takeaway items in their operations and recognizes those Toronto businesses taking a leadership role in supporting other businesses to reduce single-use and takeaway items waste in their operations. The Program consists of the Reducing Single-Use and Takeaway Items Directories and the Reducing Single-Use and Takeaway Items Case Studies that recognize those businesses going above and beyond compliance requirements of [Toronto Municipal Code 702, Single-Use and Takeaway Items](#) (the “Single-Use and Takeaway Items Bylaw” or “Bylaw”).

To participate in the Program a business must submit a Reducing Single-Use Program Application to the City of Toronto (the “City”), meet the criteria outlined in these Terms and Conditions, and be notified by the City that they have been accepted to participate as a Program Participant. The Program is administered by the City through its Solid Waste Management Services Division.

1. Definitions

Bulk-reuse refillery – A bulk-reuse refillery provides customers with an opportunity to purchase standardized or bring in and refill existing containers with product typically sold in single-use containers, such as personal care and home cleaning products.

Deposit-return system – A deposit-return system provides customers with the opportunity to make a deposit for the use of a reusable container provided by the business and recover the deposit once the container is returned.

Food Retail Business Establishment – A premise, location, or operation where food is offered for sale, such as eating or drinking establishments, delicatessens, caterers, mobile food vendors.

Non-Food Retail Business Establishment – A premise, location, or operation where non-food goods and/or services are offered for sale, such as stores, on-line businesses, convenience stores, street vendors, and vending machines.

Program Participant – Is a business that has been accepted into the Program by the City and agrees to be bound by the Reducing Single-Use Program Terms and Conditions.

Reducing Single-Use Program or Program – A program that supports Toronto businesses taking steps to eliminate unnecessary use of single-use and takeaway items in their operations and supports those Toronto businesses taking a leadership role in supporting other businesses to reduce single-use and takeaway items waste in their operations beyond compliance requirements of [the Bylaw](#).

Reducing Single-Use Program Application or Application – The application a Toronto business is required to complete and submit to be considered for the Reducing Single-use Program.

Reusable foodservice ware system – Is a reuse system that replaces single-use and takeaway items with reusable foodservice ware that is collected, cleaned and redistributed for further use. Reusable foodservice ware includes plates, bowls, cups, trays, glasses, straws, stirrers, condiment cups and utensils that are made of durable materials to stand up to frequent washing and reuse.

Single-Use and Takeaway Items Case Study or Case Study – Are case studies of Toronto businesses participating in the Reducing Single-Use Program and meeting the City of Toronto's Case Study selection criteria outlined in Appendix B.

Single-Use and Takeaway Items Directories or Directories – Are directories published on the City of Toronto's Reducing Single-Use and Takeaway Items web page that are comprised of:

- (i) Toronto businesses that are working to eliminate the unnecessary use of single-use and takeaway items within their own day-to-day operations beyond compliance requirements of [the Bylaw](#); or
- (ii) Service Providers that provide businesses with an innovative business solution or a service that support the reduction of single-use and takeaway items by other businesses beyond compliance requirements of [the Bylaw](#),

and are selected to participate in the Reducing Single-Use Program and meet the City of Toronto's Directories selection criteria outlined in Appendix A.

Service Providers – Toronto businesses that are working to eliminate the unnecessary use of single-use and takeaway items by providing businesses with an innovative business solution or a service that support the reduction of single-use and takeaway items by other businesses beyond compliance requirements of [the Bylaw](#).

2. Eligible Businesses

- a. To be eligible to become a Program Participant, a business (for-profit or not-for-profit) must be located within the geographical boundaries of Toronto and satisfy at least one of the following criteria:
 - i. Is a business supplying prepared foods and beverages, such as a restaurant, grocery store, food and beverage service vendor, or entertainment venue, that has taken steps to reduce single-use waste;
 - ii. Is a non-food service business that has taken steps to reduce the use and distribution of disposable takeaway containers; or
 - iii. Is a business that provides a third-party solution or service to other businesses (i.e. Service Providers), that is already on the market and past the 'concept' stage of development, to reduce the use and distribution of food-related or other single-use and takeaway items.

3. Approval Process

- a. To be considered by the City as a Program Participant, the business is required to complete and submit an Application form to the satisfaction of the City.
- b. A business is not deemed a Program Participant until:
 - i. the City notifies the business in writing that their Application has been accepted and they have been approved as Program Participant; and

- ii. the business has accepted the terms and conditions contained in this agreement by acknowledging acceptance of this Reducing Single-Use Program Terms & Conditions by clicking the "I accept the Reducing Single-Use Program Terms and Conditions" button when submitting the Application online.
- c. There is no guarantee that a business who has submitted a completed Application will be approved as a Program Participant. The City reserves the right to refuse any Application that does not meet the requirements of the Reducing Single Use Program, at the sole discretion of the City.
- d. Upon approval of the Application, the City will list the Program Participant in the Directories.
- e. Not all businesses participating in the Program will be chosen to be featured in a Case Study. The Program Participant acknowledges that the City will choose the businesses that will be included in the Case Studies at random and that the City's acceptance of the Program Participant's Application does not guarantee that their business will be featured in a Case Study.

4. Responsibilities of Program Participants

- a. The Program Participant agrees and acknowledges that as a business approved to participate in the Program they must assume all financial and other responsibility to:
 - i. As requested by the City, provide the City with the Program Participant's artwork, logos, and written information to be included in the City's Directories, Case Study, Program web page, and other Program communication and promotion material(s) as applicable;
 - ii. Notify the City in writing, within no less than thirty (30) calendar days, of any changes to the information provided to the City in the Application or any other information provided to the City as a Program Participant for the Program, including but not limited to, the name of the business, address, principal ownership, or ownership structure, phone number, web address, or any changes to Program Participant's single-use and takeaway item waste reduction measures or business solutions; and
 - iii. Notify the City via email (reducewaste@toronto.ca) of any concerns, errors, required change in information in any Directories, Case Study, or other Program materials the Program Participant may be featured in.

5. Responsibilities of the City

- a. The City will:
 - i. Review submitted Applications and select the businesses that will participate in the Program;
 - ii. Manage and administer the Program; and
 - iii. Offer online resources on the Program web page to the Program Participant and the public regarding how to reduce single-use and takeaway items.
- b. The City may also:
 - i. Develop and manage the Directories on the Program web page;
 - ii. Develop Case Studies of businesses participating in the Program and post them on the Program web page. The City will work collaboratively with any Program business, randomly selected to be profiled in a Case Study, to help develop the

- Case Study, develop any media release(s), and develop any other communication material(s) pertaining to the Case Study;
- iii. Develop and deliver City media release(s), advertisements, public engagements, and any other required communications material(s) required for the Program; and
 - iv. Provide communication material pertaining to the Program, such as email newsletters, regarding resources available and initiatives the City is taking to reduce single-use and takeaway items.

6. Program Participant – Length of Term

- a. The Program Participant's participation in the Program will be for a one-year period starting on the approval date specified by the City in its notification to the business in writing of their successful acceptance to the Program.
- b. Renewal of this agreement and the Program Participant's participation in the Program will be automatic, on an annual basis, unless either party notifies the other in writing that participation in the Program will end on a specified date.
- c. The City may terminate the Program Participant's participation in the Program and this agreement without notice.
- d. The Program Participant shall notify the City in writing if they no longer are interested in being a participant in the Program.
- e. If the City or the Program Participant terminates the Program Participant's participation in the Program for any reason the Program Participant shall end any advertising of their involvement in the Program in any form.
- f. Upon termination of the Program Participant's participation in the Program for any reason the City will remove reference to the Program Participant from any of the Directories and Case Studies as soon as possible during their next scheduled update of the Program web page and will not include the Program Participant in any future communication materials related to the Program.

7. License to City to use Business Intellectual Property

- a. The Program Participant hereby grants in perpetuity to the City a non-exclusive, irrevocable, and royalty free license to use, modify, translate, adapt, record by any means or reproduce any such intellectual property provided by the Program Participant to the City as a part of their participation in the Program, including the information submitted in their Application (the "License").
- b. The Program Participant warrants in respect to the License granted under Section 7.a. that the intellectual property is original to the Program Participant and/or the Program Participant is the exclusive owner of the intellectual property rights to the intellectual property provided to the City.
- c. The Program Participant acknowledges that the City may use the Program Participant's intellectual property, in respect to the License granted under Section 7.a., in the following, but not limited ways, in the Directories, in a Case Study, in any report and/or promotional materials produced by and/or for the City and the Program.

- d. The Program Participant agrees to execute any acknowledgements, agreements, assurances, or other documents deemed reasonably necessary by the City to establish or confirm the License granted by the Program Participant under Section 7.a. and Section 7.b.

8. Indemnification

The Program Participant will at all times indemnify and save harmless the City of Toronto, and any and all of its employees, officers, contractors and/or agents from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including those in relation to copyrights and trademarks) made or brought against, suffered by or imposed on any of them in relation to or arising in any way from any loss, damage, or injury (including fatal injury) to any person or property directly or indirectly arising out of or sustained as a result of, or incidental to, the Program Participant's participation in the Program.

9. Termination, Suspension and Changes

- a. The Program Participant acknowledges and agrees to the following:
 - i. The Program is subject to change by the City without notice, including, without limitation, the addition or deletion of any of the businesses from the Program and the Program qualification criteria;
 - ii. The City may at its discretion suspend or terminate at any time all or part of the Program if the Program is materially affected by local conditions or government action, unavailability of promised funds, Council decision, or for any other cause. The City will advise the Program Participant of the City's decision to suspend or terminate all or part of the Program as soon as reasonably possible;
 - iii. The City reserves the right to either terminate the agreement immediately or temporarily suspend the Program Participant's participation in the Program in the event the Program Participant breaches any of the Reducing Single-Use Program Terms and Conditions;
 - iv. The City may amend the Reducing Single-Use Program Terms and Conditions unilaterally at its sole discretion acting reasonably by notifying the Program Participant in writing; and
 - v. The City will not be liable for any loss, costs, or damages suffered or incurred by the Program Participant or any other party by reason of any change to the terms and conditions contained in this Reducing Single-Use Program Terms and Conditions.

10. Compliance with Laws

The Program Participant, its employees, and agents shall comply with all applicable laws, bylaws, regulations, orders, directives, requirements and policies of the federal, provincial, and municipal governments, including the City, and all applicable court orders, judgements and declarations of a court or tribunal of competent jurisdiction, including, without limitation, those laws and regulations applying to building methods and health and safety (collectively referred to as "Laws"). Failure to comply with Laws may result in termination by the City of the Program Participant's participation in the Program.

11. Other Terms

- a. The Program Participant acknowledges and agrees that the Application they submitted to the City will form part of this Reducing Single-Use Program Terms and Conditions even if it is not physically attached.
- b. The Program Participant acknowledges and agrees that it is an independent business and that nothing in this Reducing Single-Use Program Terms and Conditions shall be deemed to constitute the Program Participant to be an agent, partner, or joint adventurer with the City, or to give the Program Participant the authority to bind the City or otherwise make the City liable to any third party.
- c. The Program Participant acknowledges and agrees that its acceptance by the City to be a participant in the Program is in no way considered an endorsement, representation or warranty, express or implied, by the City relating to the competence, quality, or suitability of the Program Participant or the product or service offered by the Program Participant.
- d. The Program Participant agrees to act diligently, co-operatively, ethically, honestly, and in good faith in undertaking, performing, fulfilling, and discharging its responsibilities as a Program Participant participating in the Program and in all its dealings with the public and the City in respect of the Program.
- e. These terms and conditions in this Reducing Single-Use Program Terms and Conditions supersede all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof.
- f. When communications are required to be in writing, email correspondence is acceptable.
- g. If any of these terms and conditions in this Reducing Single-Use Terms and Conditions are held to be invalid or unenforceable, the remaining provisions are not affected and are valid and enforceable.

12. Collection, Use and Disclosure of Personal Information

The *Municipal Freedom of Information and Protection of Privacy Act* (the "Act") applies to all information collected by the City. The information collected from the Program Participant will only be collected, used and disclosed in accordance with the Act. Information the Program Participant supplies to the City of Toronto's Solid Waste Management Services Division will be collected and used to evaluate the Program Participant's participation in the Program and Application, the proper administration of the Program, the development of Directories and Case Studies, and to provide communications to the Program Participant about resources available and initiatives the City is taking to reduce single-use and takeaway items and will not be shared with any other business or City Division. Questions about this collection can be directed to Erwin Pascual, Manager, Solid Waste Policy and Planning, Solid Waste Management Services Division by email at Erwin.Pascual@toronto.ca

13. Acceptance of Reducing Single-Use and Takeaway Items Terms and Conditions

The Program Participant hereby acknowledges by participating in the Program it has accepted and will abide by the Reducing Single-Use Program Terms and Conditions described above. The Program Participant acknowledges that its failure to comply with these terms and conditions may result in termination of its participation in the Program.

Appendix A – City Directory Selection Criteria

1. The Program Participant acknowledges that the City may develop, dependent on available City resources, directories on the City's Program web page that list participants in the Program, their business contact information, and a brief description of the business' initiative to reduce single-use and takeaway items (the "Directories").
2. The Program Participant acknowledges that the decision to be included in one of the Directories, is at the City's sole discretion, and will be based on the responses the Program Participant provided in their Application. The selection criteria the City will use, but not be limited to, in the evaluation of a Program Participant's eligibility to be included in one of the Directories, is outlined below. The Program Participant agrees to participate in the Directories if selected by the City to participate in the Program.

Selection Criteria – Directory of Food and Non-food Retail Business Establishments

1. The Directory for Food and Non-food Retail Business Establishments provides a listing of food and non-food retail service establishments, located in Toronto, that at the time of submitting their Application to the City had implemented **at least one** of the following or other similar measures to reduce the unnecessary use and distribution of single-use and takeaway items:
 - a. Uses a reusable foodservice ware system within their business operations
 - b. Provides a reusable foodservice ware system to other businesses
 - c. Offers a reusable container program to their customers or other businesses (e.g., Deposit-return system or a bulk-reuse refillery)
 - d. Accepts reusable food containers from their customers
 - e. Any other single-use and takeaway item waste reduction measures that goes above and beyond compliance with the [Single-Use and Takeaway Items Bylaw](#) deemed acceptable by the City

Selection Criteria – Directory of Service Providers of Single-Use Waste Reduction Solutions and Services

1. The Directory of Service Providers of Single-Use Waste Reduction Solutions and Services provides a listing of businesses located in Toronto that are suppliers of business solutions that reduce the use and distribution of food-related single-use and takeaway items to other businesses and, at the time of submitting their Application to the City, had demonstrated the following:
 - a. Had established its business solution as either 'in market' (operating service with customers) or 'Pilot/Proof of Concept' (currently testing the service with demonstrable results and pilot locations). Please note, businesses currently in the 'ideation' or 'prototype' phases with no customers will not be considered for participation in the Directories at this time.

Appendix B – Case Study Selection Criteria

1. Case Studies and/or other profiles will be published dependent on the City's available resources. The City makes no guarantee as to a total number of Case Studies being published. The City reserves the right to evaluate the suitability of a Program Participant for a Case Study or other profile based on the outcome of the verification process.
2. The City will select eligible Program businesses that meet the criteria below under “Selection Criteria” at random to participate in a Case Study. Even if the Program Participant is an eligible Case Study business there is no guarantee that the City will feature the Program Participant as a Case Study.
3. The Program Participant acknowledges that there is no guarantee as to the number of Program businesses that will be chosen to be profiled as a Case Study.
4. The Program Participant acknowledges and agrees that the length of time they are publicly profiled as a Case Study will be determined by the City, at its sole discretion.
5. The Program Participant acknowledges that in order to be selected by the City, at the City's sole discretion, to participate as a Case Study will be based on the City's evaluation of the information provided by the Program Participant in their Application. The criteria the City will use, but is not limited to, in the evaluation of a Program Participant's eligibility to be included in a Case Study, is outlined below under “Selection Criteria”. The Program Participant acknowledges and agrees that the length of time they are publicly profiled as a Case Study will be determined by the City, at its sole discretion.
6. If the Program Participant is selected for a Case Study, they shall:
 - a. express their agreement to participate in the Case Study;
 - b. agree to a telephone interview and/or site visit from the City to verify the Program Participant's waste reduction measures, solution, or service; and
 - c. review draft materials developed for the Case Study and provide input before the final edition is complete and published on the Program's web page.

Selection Criteria – Single-Use and Takeaway Items Case Studies

Food Retail Service Establishments

If the Program Participant is a Food Retail Business Establishment, to be considered for a Case Study the Program Participant must have in place at least **three or more** of the following single-use and takeaway items reduction measures below:

- i. Uses a reusable foodservice ware system within their operations;
- ii. Offers a reusable container program to their customers and other business (e.g., Deposit-return system or a bulk-reuse refillery);
- iii. Accepts reusable food containers from their customers; and/or
- iv. Any other single-use and takeaway item waste reduction measures that go above and beyond compliance with the [Single-Use and Takeaway Items Bylaw](#) deemed acceptable by the City.

Non-Food Retail Service Establishments

If the Program Participant is a Non-Food Retail Business Establishment, to be considered for a Case Study the Program Participant must have in place at least one or more of the following single-use and takeaway items reduction measures below:

- i. A practice to reduce the use and distribution of single-use items beyond compliance with the [Single-Use and Takeaway Items Bylaw](#) deemed acceptable by the City; and/or
- ii. Provide reusable bags to their customers.

Supplier of Business Solutions

If the Program Participant is a Supplier of Business Solutions, to be considered for a Case Study the Program Participant must demonstrate to the City they provide at least one or more business solutions to support other businesses reduction of single-use and takeaway items by providing the City with the following information:

- i. Quantitative and/or qualitative data that shows how the business solution has and continues to reduce the use and distribution of single-use and takeaway items by other businesses; and/or
- ii. Proof that the business solution is in market and has been active for at least six months prior to submission of the Application.