

ZERO WASTE

TERMS AND CONDITIONS OF HIRE

You agree and acknowledge by accepting the quote from Zero waste and booking a bin that you agree to the following terms and conditions which form part of a legally binding agreement between All Over Bins ACN 144 810 971 the registered office of which is situate at 28-30 Industry Place, Bayswater, Victoria trading as "Zero waste" and you the Customer who has accepted the quote provided by Zero waste ("the Agreement").

You should read through the Terms and Conditions carefully and if you have any queries please contact our Customer Service Representative on 1300 555 087.

1 BIN HIRE

- 1.1 Zero waste will deliver the bin at the job address on the delivery date and collect the bin on the collection date as specified in the quote.
- 1.2 Zero waste whilst using its best endeavours to provide the bin specified in the quote may at its sole discretion substitute another size bin or bins for you to use.
- 1.3 Zero waste whilst using its best endeavours to deliver and collect the bin on the date specified in the quote may at its sole discretion deliver and/or collect the bin at such other times without notification to you.
- 1.4 The positioning, filling and collection of the bin is under your control and you agree not to:
 - (i) allow any burning of waste in the bin;
 - (ii) place or allow to remain in the bin any non-complying waste, including but not limited to any liquid waste, any waste that may be explosive, toxic, dangerous, hazardous, noxious, acids, solvents, minerals, greases, oils, liquid concrete or asbestos ("non-complying waste");
 - (iii) fill or allow bin to be filled higher than the top of its size or in any way which may result in spillage of waste.
 - (iv) move the bin or use the bin for any other purpose than for placement of waste.
- 1.5 You agree to have the bin ready for collection with clear access available to the driver in order to collect the bin within forty eight (48) hours of delivery date or such other time as specified in the quote as the collection date.
- 1.6.1 You will be responsible for the provision of free and suitable access to the delivery site including the removal and reinstatement of any obstructions and ensuring that suitable ground conditions for the delivery, placement and removal of the bin. No responsibility will be taken by Zero waste for any damage to any surface and you are required to take all steps necessary to protect such surfaces before delivery.
- 1.6.2 Zero waste may refuse to enter on to the site if in its sole and absolute discretion the site is not acceptable from a safety perspective.
- 1.7 If you require an extension of the collection date you must give Zero waste one (1) business day's notice of such extension and you agree to pay any additional fees charged by Zero waste including any requirement for the extension of any permits.
- 1.8 If you are default of this Agreement Zero waste may immediately collect its bin without prior notice to you and deposit any waste in the bin on the site. It will be your responsibility to then have the waste removed and you agree to indemnify and hold Zero waste harmless from any claims, penalties, fees or charges that a third party may make of whatsoever nature and howsoever arising in relation to such collection of the bin and depositing of the waste on the site.
- 1.9 Any damage, loss, penalties or fines incurred by Zero waste in relation to the bin hire to you due to your or your employees, agents or contractors acts, omissions or negligence shall be your responsibility on a full indemnity basis and will be paid within seven (7) days of the date of invoice from Zero waste.
- 1.10 Upon the driver loading the bin on to the Truck the contents of the bin shall vest in Zero waste subject to you complying with this Agreement (included but not limited to not placing non complying waste in the bin) and you agree and acknowledge that you will have no claim to the waste from that time onwards.
- 1.11 You agree and acknowledge that the bin provided to you may be able to take excess rubbish due to its size but the quoted amount will be what you have been charged. If you fill the bin beyond the quoted amount then you will be charged for the extra waste placed in the bin. For the avoidance of doubt and by way of example if you have been quoted for 5 metres and are provided with an 8 metre bin and proceed to fill the bin with waste up to 8 metres you will then be charged for 8 metres of waste and not 5 metres of waste.
- 1.12 You will not permit the bins to be removed from site by any person unless authorised in writing by Zero waste.
- 1.13 You shall be responsible to ensure the bin is sufficiently visible and appropriate warning signals are posted whilst the bin is in your possession.
- 1.14 You agree to indemnify Zero waste for any damage done to their bins and you will also be required to pay additional fees for any non-standard cleaning that is required due to the waste placed in the bin by you.

2 BIN COSTS

- 2.1 You agree to pay Zero waste either:
 - (i) upon accepting the quote by credit card and you irrevocably and unconditionally authorise Zero waste to charge your credit card with such costs and any additional fees which may become payable in accordance with this Agreement; or
 - (ii) upon delivery of the bin to the job address by cash or cheque provided that in the event you are paying by cheque that the following details are clearly endorsed on the back of the cheque:
 1. the full name of the signatory;
 2. the current address of the signatory;
 3. current drivers licence number of the signatory.

You must provide a photocopy of your current drivers licence complying with your full name and current address to the delivery driver or to our office prior to delivery.

- 2.2 You acknowledge that there may be additional fees charged by Zero waste such as but not limited to permit costs, overloading charges, waiting time charges, return and collection charges and interest on overdue accounts. You agree to pay such additional fees within:
- (i) immediately if you have paid by credit card as you have irrevocably authorised Zero waste to charge any additional fees as a separate transaction on your card; or
 - (ii) within seven (7) days of the date of invoice if you are paying by cash or cheque.
- 2.6.1 If you place heavy waste (i.e. concrete only or dirt only) of which 100% of the waste is of the same kind in a bin these loads are charged at a different rate from mixed heavy waste which will incur an extra heavy mixed fee which will be quoted by our customer service representative to you by contacting them on 1300 555 087.
- 2.6.2 In the event Zero waste incurs extra tipping fees or any VicRoads overweight fines you will be responsible for such fees and fines.
- 2.6.3 In the event for any reason whatsoever Zero waste's drivers are required to wait beyond the normal fifteen (15) minutes to deliver or collect a bin a waiting time fee will be charged at the rate of \$30.00 per quarter hour or part thereof after the first fifteen (15) minutes.
- 2.6.4 In the event that access is not given to the driver to collect the bin in accordance with this Agreement and the driver is required to attend at a later time an extra fee charged at the rate of \$100.00 will be payable to Zero waste.
- 2.3 Zero waste will charge an amount 4% higher than the rate specified in the Penalty Interest Rate Act 1983 (Victoria) on all overdue accounts until such time as payment is made in full.
- 2.4 You agree and acknowledge that in the event that you are in default of any payment pursuant to this Agreement to Zero waste that you will be liable on a full indemnification basis for all costs including but not limited to Mercantile Agents' costs and legal costs that are incurred by Zero waste in obtaining payment and you further agree and acknowledge that Zero waste shall be entitled to list your default with Credit Reference Association of Australia or such similar body which will affect your credit rating.

3 GST

All fees as set out in this Agreement are inclusive of GST and Zero waste will provide you with a tax invoice.

Note: Permits do not currently attract any GST.

4 CANCELLATION OF HIRE

You may cancel a bin hire by providing no less than one (1) business day's notice to Zero waste prior to the delivery date as specified on the quote on the condition that you will pay a cancellation fee equivalent to 50% of the bin hire to Zero waste immediately.

5 VARIATION OF BIN HIRE

You may vary a bin hire by providing no less than two (2) business days notice to Zero waste prior to your delivery date on the quote before the delivery of the bin within ten (10) business days of the original delivery date. In all other circumstances the variation will be at the sole discretion of Zero waste whether to refuse or grant such a request and may be subject to certain additional fees if granted by Zero waste.

6 WARRANTIES AND LIMITATION OF LIABILITY

- 6.1 Other than expressly stated in this Agreement and to the full extent permitted at law all express or implied warranties, representations and terms and conditions are expressly excluded.
- 6.2 Notwithstanding anything else contained in this Agreement Zero waste's total liability to you or any third party concerning any claim relating to this Agreement or to the bin hire service will not exceed the total fees actually paid by you to Zero waste.
- 6.3 Zero waste will not be liable for any loss of profit or any other consequential or indirect special or punitive loss, damage or expense even if such loss, damage or expense had been previously notified to Zero waste or if such loss, damage or expense is caused by act, omission or negligence by Zero waste or its related entities.
- 6.4 Nothing in this Agreement will operate to exclude or modify the application of the provisions of the Trade Practices Act 1974 (Commonwealth) or the Fair Trading Act (1999) Victoria.
- 6.5 Where the law implies a condition or warranty which is not or could not be excluded Zero waste's liability for breach of such condition or warranty is limited to:
- (a) the re-supply of the bin hire service to you; or
 - (b) the payment of the cost of having the bin hire service re-supplied to you.

7 USE OF THE WEBSITE

- 7.1 Liability: Whilst reasonable care has been taken to ensure the facts stated in the website are accurate and the opinions given are fair and reasonable, neither Zero waste nor its employees, to the fullest extent permitted by law, will be responsible for errors or misstatements or be liable whether in contract, tort (including negligence) or otherwise for any loss or damage however caused (whether direct, indirect, consequential, special, or loss of profits).
- 7.2 Copyright and Limited Reproduction Notices: The content of the website ("website material") is the copyright of Zero waste. No part of the website material may be distributed or copied for any commercial purpose and you are not permitted to incorporate the material or any part of it in any other work or publication (whether in hard copy, electronic or any other form). No part of the website may be published, copied, reproduced, transmitted or stored (including in any other website or other electronic form) except that you may print, or download to your hard drive, any website material solely for your own use.

7.3 Linking: The website may include links to third party materials ("linked sites"). Zero waste will not be responsible for the contents of any linked site or liable for any direct or indirect loss or damage suffered by you from accessing, using relying on or trading with third parties. These links are provided to you only as a convenience, and the inclusion of any link does not imply Zero waste' endorsement of the site or any association with their operators. Zero waste reserves the right to prohibit links to the website and you agree to remove or cease any link at Zero waste' request.

You may not frame any part of the material contained in this website by including advertising or other revenue generating material.

7.4 Advertisers: Any dealings you have with any advertiser appearing on the website are solely between you and the advertiser or other third party. Zero Waste is not responsible or liable for any part of any such dealings or promotions.

7.5 Privacy: You authorise Zero waste to collect, retain and use personal information about you for the purposes of:

- (a) assessing your creditworthiness;
- (b) processing payment for any services which you purchase from any party using the website;
- (c) provision of information to suppliers to enable performance under an approved purchase order; and
- (d) any other use that you authorise.

You have rights of access to and correction of the registration information and any other personal information that is held about you. Under the Privacy Act 1988 (Commonwealth), you may request access to or correction of your personal information held by Zero waste subject to payment of reasonable charges for compliance with any request for access to or correction of personal information.

7.6 Disclaimer: The website makes information and material available to you as a service. Use of the website material is at your own risk. Zero waste is not responsible for any adverse consequences arising out of the use of information contained on the website to you or any other person. To the extent permitted by law Zero waste excludes all responsibility and liability for such material.

8 GENERAL

8.1 If for any reason beyond the reasonable control of Zero waste it is unable to comply its obligations pursuant to this Agreement Zero waste will be released of its obligations to the extent and for the period that it is unable to do so and it will not be liable to you to any way whatsoever for any claims, losses or damages however arising and whatsoever nature.

8.2 All parties to this Agreement agree to do all things necessary or expedient to carry out the objects of this Agreement.

- (a) Any indulgence by one party to another or failure to enforce a provision shall not prejudice the rights of that party under this Agreement nor be deemed to be a novation hereof or a waiver of the parties rights against the other.
- (b) No variation modification or waiver of any provisions of this Agreement (including this sub clause) or consent to any departure here from shall be of any force or effect unless in writing signed by the parties.

8.3 This Agreement constitutes the entire agreement between the parties and no representation, warranties or guarantees or other terms and conditions whether expressed or impliedly of whatever nature not contained or recorded herein have been made or agreed to.

8.4 This Agreement is governed by and shall be interpreted in accordance with the laws from time to time enforced in the State of Victoria Australia and each party hereby submits to the non-exclusive jurisdiction of the Courts of Victoria and any Court competent to hear appeals therefrom.

8.5 If any provision of this Agreement is voidable by any party unenforceable or illegal it shall be read down so as to be valid and enforceable or, if it cannot be so read down the provision (or where possible the offending word) shall be severed from this Agreement without effecting the validity, legality or enforceability of the remaining provisions (or part of those provisions) of this Agreement which shall continue in full force and effect.

8.6 All notices and other communications provided or permitted hereunder shall be in writing and shall be sent by hand delivery or prepaid post to the parties addressed as hereinbefore mentioned or to such other address any party may specify by way of notice in writing. All such notices and communications shall be deemed to have been duly given or made:

- (a) When delivered or sent by hand or
- (b) Seven days after posting of a prepaid post

8.7 Time is of the essence of this Agreement.