

## **BIN HIRE AGREEMENT TERMS AND CONDITIONS**

### **DEFINED TERMS AND INTERPRETATION**

**ADDITIONAL CHARGES** means the charges referred to in this Hire Agreement including, without limitation, Excess Loading Fees, Excess Weight Fees, Access Related Charges, Excessive Cleaning Costs, Extended Hire Surcharges, Irregular Run Costs, Theft Costs, Special Tipping Fees, Relocation Fees, Delayed Handling Fees and any other charges arising from the Customer's Breach or special request.

**ACCESS RELATED CHARGES** means any additional fees or costs incurred or sustained by Aussie Skips as a result of restricted, unsafe or otherwise impractical access to the Site Address for the delivery or collection of the Bins. This includes, but is not limited to, circumstances involving no access, limited access, unsafe gradients or dangerous conditions as reasonably determined by Aussie Skips upon inspection or arrival at the Site Address.

**ACL** means the Australian Consumer Law which is contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**AGREED BINS** means the particular type, size and capacity as selected by the Customer and agreed by Aussie Skips at the time of the Hire Agreement, including any applicable weight limits, usage restrictions or disposal requirements and expressly including the Agreed Waste and excluding the Excluded Wastes, with such specifications determining the conditions under which the Bins are to be used, filled and charged under the Hire Agreement.

**AGREED WASTE** means any material or substance that is permitted to be placed in the Bins in accordance with the Hire Agreement and which does not fall within the definition of Excluded Wastes.

**AUSSIE SKIPS** means Aussie Skips (Aust) Pty Ltd (ACN 067 450 444), Aussie Skips Commercial Pty Ltd (ACN 629 348 910), Aussie Skips Recycling Pty Ltd (ACN 614 855 506), Aussie Skips Bin Services Pty Ltd (ACN 615 153 985) and all other associated entities within the Aussie Skips Group.

**AUSTRALIAN PRIVACY PRINCIPLES** means the Australian Privacy Principles set out in the Privacy Act 1988 (Cth).

**BINS** means the waste container supplied by Aussie Skips for the temporary storage, transport and disposal of the Agreed Waste, which is delivered to and collected from the Site Address using a specialised vehicle, intended for the lawful disposal of its contents at an approved waste management facility, and includes any associated equipment or components all of which shall always remain the property of Aussie Skips.

**BUSINESS DAY** means a day that is not a Saturday, Sunday or a public holiday in New South Wales, including 27, 28, 29, 30 and 31 December.

**CLAIMS** means any claim, action, suit, demand, complaint, proceeding, judgment, debt, liability, loss, damage, cost, charge, penalty, fine or expense of any kind whatsoever, whether present or future, actual or contingent and whether arising at law, in equity, under statute or otherwise.

**COMMENCEMENT** means the date and time when the Customer takes possession of the Bins or the Bins are delivered to the Site Address, whichever first occurs.

**COLLECTION DATE** means the date agreed between the parties for the collection of the Bins, as may be subsequently varied by written agreement or otherwise confirmed by Aussie Skips.

**CONFIDENTIAL INFORMATION** means each party's information made available to the other at any time concerning the business, operations, finances, plans or contractors of the disclosing party (or the disclosing party's Related Bodies Corporate), including customer lists and pricing information, but does not include information which is or becomes public knowledge other than by a breach of this Hire Agreement or is independently known to, or developed by, the receiving party as evidenced by the receiving party's written records.

**CONSEQUENTIAL LOSS** means indirect or special loss or damage, loss of actual or anticipated profit, loss of business, business interruption, loss of overhead, loss of contract, loss of revenue, loss of opportunity or wasted costs.

**CONSUMER CONTRACT AND SMALL BUSINESS CONTRACT** has the same meaning as in the ACL.

**CPI** means the Consumer Price Index (All Groups, Weighted Average of Eight Capital Cities) published from time to time by the Australian Bureau of Statistics or, if that index ceases to be published, any official index substituted by the Australian Bureau of Statistics or a comparable index that reflects changes in the general level of prices in Australia.

**CREDIT ACCOUNT** means any billing arrangement Aussie Skips has extended to the Customer upon Aussie Skips' approval of the Credit Application.

**CREDIT APPLICATION** means the application submitted by the Customer to Aussie Skips requesting the establishment of a Credit Account, including all information, documents and declarations provided by the Customer in support of that request, whether submitted in hard copy or electronically, and as accepted or rejected by Aussie Skips in its sole discretion.

**CUSTOMER** refers to the person, organisation, partnership, corporation or other entity (including a trust) hiring the Bins from Aussie Skips as identified in the Credit Application, Hire Schedule, order confirmation or tax invoice.

**CUSTOMER'S BREACH** means any breach, default, omission, misrepresentation, negligence, unlawful act or failure by the Customer, its employees, agents, contractors, invitees or any person placing waste into the Bins to comply with the Hire Agreement or any applicable law.

**DAMAGE** means any loss, breakage, destruction, denting, cracking, defacement, contamination, staining, corrosion, distortion, structural compromise or other deterioration of the Bins that exceeds Fair Wear and Tear, including damage caused by misuse, negligence, collision, overload, improper positioning, or use in Harsh Environments.

**DELAYED HANDLING FEES** means any additional charges payable where Aussie Skips attends the Site Address and is delayed, kept waiting, prevented from loading or unloading, required to re-attend, or otherwise required to commit additional labour, plant or transport time beyond its standard service allocation.

**ENVIRONMENTAL LAWS** means all statutes, regulations, ordinances, codes, by-laws, and other subordinate legislation, whether state, federal, or local and any lawful requirements or directives of any governmental, regulatory or statutory authority, that relate to the protection, conservation, or management of the environment, or the prevention of pollution or environmental harm, including the generation, storage, transportation or disposal of waste.

**EXCESS LOADING FEES** means additional fees payable where materials are loaded into the Bins in excess of their physical capacity, including where materials protrude beyond the top edge or sides of the Bins, or otherwise prevent safe transportation or collection.

**EXCESS WEIGHT FEES** means any additional charges payable by the Customer where the total weight of the materials placed in the Agreed Bins exceeds the weight limit specified in the Hire Schedule or otherwise agreed in writing by Aussie Skips. These fees reflect the increased disposal costs, handling requirements and transport limitations associated with overweight loads.

**EXCESSIVE CLEANING COSTS** means any cleaning required beyond standard washing and wiping that is necessary to return the Bins to the condition they were in immediately prior to the Hire Period, excluding Fair Wear and Tear, and includes, without limitation, the removal of substances such as paint, resin, concrete, grout, cement or other materials that adhere to or damage the Bins.

**EXCLUDED WASTES** means any material or substance that must not be placed in the Bins. This includes all liquids, explosive substances, materials that may become explosive through chemical reactions, toxic, hazardous, dangerous or noxious materials, asbestos, acid, solvents, paints, oils, chemicals, medical waste, biological waste, radioactive substances, and any items identified as excluded or restricted on the Aussie Skips website at the time of entering into this Hire Agreement.

**EXTENDED HIRE SURCHARGE** means the increased daily fee payable by the Customer for each day or part thereof that the Bins remain on site beyond the agreed Collection Date until the Bins are available for collection and returned to Aussie Skips' possession or control.

**FAIR WEAR AND TEAR** means the gradual and expected deterioration of the Bins arising solely from ordinary use over the Hire Period by a reasonably competent operator, in accordance with the intended purpose of the Bins and under normal operating conditions, but does not include Damage.

**FORCE MAJEURE** means any event or circumstance beyond the reasonable control of a party that prevents or delays the performance of any of its obligations under the Hire Agreement, which could not have been reasonably foreseen, prevented or overcome by the affected party. Force Majeure includes, but is not limited to, acts of God, natural disasters, pandemics, epidemics, war, terrorism, civil unrest, riots, embargos, governmental orders or regulations, industrial disputes (including strikes and lockouts), fire, flood and shortages or unavailability of labour, materials, shipping or transportation.

**GST** means the goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation, regulation or rulings, as amended from time to time. Expressions used in this definition, including supply, tax, input tax and taxable supply, have the same meanings as those terms have under the GST laws.

**HARSH ENVIRONMENTS** means locations or operating conditions that subject the Bins to elevated risk of damage, corrosion, contamination or abnormal wear, including, without limitation, sites exposed to salt water or salt air, mine sites, quarries, demolition sites, underground works, off-shore locations and any environment involving hazardous materials, excessive dust, chemicals or abrasive substances.

**HIRE AGREEMENT** means the agreement constituted under the clause headed HIRE AGREEMENT.

**HIRE CHARGE** means the price payable by the Customer for the hire of the Agreed Bins during the Hire Period as set out in the Hire Schedule, excluding Additional Charges unless expressly stated otherwise.

**HIRE INVOICE** means any tax invoice, debit note, adjustment note or other written demand for payment issued by Aussie Skips in connection with the Hire Agreement.

**HIRE PERIOD** means the period commencing on the earlier of the date and time the Customer takes possession of the Agreed Bins or the date and time the Agreed Bins are delivered to the Site Address, and ending when the Agreed Bins are collected by or returned to Aussie Skips.

**HIRE SCHEDULE** means the document, whether signed or unsigned, issued by Aussie Skips to the Customer that sets out the details of the Bins hired, the applicable Hire Charge, any required Security, delivery and collection details, and any other applicable terms or charges related to the hire.

**INSOLVENCY EVENT** means, in relation to a party, any step or event occurring in connection with that party being unable to pay its debts, becoming insolvent, entering administration, receivership, liquidation, bankruptcy, compromise with creditors or any analogous event under any applicable law.

**IRREGULAR RUN COSTS** means any additional delivery, collection, transport, route variation or scheduling costs incurred by Aussie Skips where the Customer requests a service outside Aussie Skips' standard allocation, route, zone or timing or where an unplanned return visit is required.

**LIABILITY** includes any and all liabilities, claims, demands, losses, damages, costs and expenses (including legal costs on a full indemnity basis), whether present or future, actual or contingent, and includes any loss, damage or expense relating to personal injury, property damage, environmental harm or statutory liability.

**RELOCATION FEES** means any additional charges payable by the Customer where the Customer requests, or Aussie Skips is required to perform, the relocation or repositioning of Agreed Bins after initial delivery to the Site Address, including where the Agreed Bins are moved to a different location on-site or to an entirely new address. These fees reflect the additional transport, handling, scheduling and administrative costs associated with such relocation for which the Customer accepts are reasonable.

**SECURITY** means any bond, deposit, pre-authorisation, guarantee or other security requested by Aussie Skips as a condition of supplying the Agreed Bins or opening or maintaining a Credit Account.

**SITE ADDRESS** means the location specified by the Customer for the delivery and collection of the Bins, as set out in the Credit Application, Hire Schedule or any other address agreed to by Aussie Skips in writing.

**SPECIAL CONDITIONS** means any special conditions, directions or service requirements issued by Aussie Skips in writing at any time to the Customer and expressed to apply to the Hire Agreement.

**SPECIAL TIPPING FEES** means any additional charges incurred by Aussie Skips in connection with the disposal of the contents of the Agreed Bins, including but not limited to increased tipping fees, surcharges, handling costs, testing costs or reclassification costs imposed by a waste facility due to the nature, composition or classification of the materials placed in the Agreed Bins. This includes any additional charges arising from Excluded Wastes or misdescribed waste.

**THEFT COSTS** means the replacement value, recovery costs, transport costs, administrative costs and all associated losses or expenses incurred by Aussie Skips as a result of the theft, disappearance or unlawful detention of any Bin or associated equipment whilst in the care, custody or control of the Customer.

**WEBSITE** means the websites presently owned and to be owned, operated or controlled by Aussie Skips, whether directly or through any related entity, under the registered domain names aussieskips.com.au and aussieindustries.com.au, including all associated webpages, subdomains, content, tools and functionality made available through those domains, as updated or amended from time to time by Aussie Skips.

In this Hire Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, including means including without limitation, a reference to a person includes an individual, corporation, trust, partnership, unincorporated body and government agency, and headings are for convenience only and do not affect interpretation.

#### **HIRE AGREEMENT**

The Hire Agreement governs the supply of the Agreed Bins to the Customer for the Hire Charge and over the Hire Period.

The Hire Agreement is deemed to be formed upon Aussie Skips issuing to the Customer a Hire Schedule, accepting an order or otherwise supplying the Agreed Bins, and provided that a valid Credit Application is in place where applicable and where required by Aussie Skips in its sole discretion.

The Hire Agreement comprises the following documents, in descending order of precedence:

Hire Agreement Terms and Conditions;

Hire Schedule;

any Special Conditions issued by Aussie Skips in writing at any time to the Customer; and

Credit Application.

Any quotation, estimate or pricing provided by Aussie Skips, whether written or verbal, is indicative only, does not constitute an offer and may be withdrawn, amended or varied at any time prior to the issuance of a Hire Schedule or order acceptance.

Any terms or conditions submitted by the Customer, including those contained in purchase orders, invoices, portals or other documents, whether before, during or after the Hire Agreement, are expressly excluded from the Hire Agreement and shall have no legal effect unless specifically accepted in writing by an authorised representative of Aussie Skips.

Aussie Skips reserves the right, in its sole discretion, to accept or reject any request, booking or order for the supply of the Bins or related services, in whole or in part, and may do so without obligation to provide reasons.

The person placing the order or requesting the Services warrants that they are authorised to bind the Customer.

#### **HIRE CHARGE**

The Hire Charge is the price set out in the Hire Schedule in consideration for the hire of the Agreed Bins during the Hire Period and in accordance with the Hire Agreement.

The Hire Charge is calculated based on standard delivery and collection within Aussie Skips' regular allocation and delivery schedule.

The Hire Charge does not include any Additional Charges.

The Customer acknowledges the Additional Charges and accepts that they are reasonable and have been reasonably incurred where charged in accordance with the Hire Agreement.

Unless otherwise stated, all fees and charges are inclusive of GST.

Aussie Skips may review and adjust its Hire Charge on a quarterly basis by reference to movements in the CPI. Any such increase will be notified in writing to the Customer and come into effect 5 Business Days after such notice. Continued use of the Agreed Bins after such notice constitutes acceptance of the adjusted Hire Charges. If the Customer does not accept the revised charges, it must make the Agreed Bins available for collection before the increase takes effect.

#### **PAYMENT**

The Customer must pay the Hire Charge, applicable Additional Charges and any other applicable charges in accordance with this clause.

Aussie Skips will issue a valid Hire Invoice for the Hire Charge, Additional Charges and any other applicable charges.

The Customer must pay the first Hire Invoice within 7 days of receiving it as a condition precedent to Aussie Skips delivering the Agreed Bins to the Site Address unless Aussie Skips otherwise agrees in writing.

The Customer must pay any further Hire Invoice within 7 days of receiving it.

Aussie Skips may at any time thereafter and in its sole discretion review and increase the Hire Charge, Additional Charges and any other applicable charges by providing the Customer with not less than 30 days' written notice. The revised charges will take effect 30 days after the date of the notice unless the Customer provides written notice of termination prior to the effective date. In such case, the Hire Agreement will terminate on the earlier of 30 days after delivery of the Customer's termination notice or such other date as may be reasonably specified by Aussie Skips in writing.

Regardless of whether or not the supply under the Hire Charge includes or excludes GST, the Customer must pay the GST amount in addition to the Hire Charge where GST is lawfully payable and such GST is payable at the same time and in the same manner as the relevant supply.

Payment shall be made by credit card, debit card, direct debit, electronic funds transfer, online payment or such other method as Aussie Skips approves. The Customer irrevocably authorises Aussie Skips to charge any nominated credit card or debit facility for the Hire Charge and any Additional Charges arising under the Hire Agreement, including charges for excess weight, excess loading, extended hire or non-standard pickups.

The Customer must pay each Hire Invoice in full and without deduction, set-off or counterclaim by the due date specified in the invoice or, where applicable, in accordance with the payment terms of the Hire Agreement.

If the Customer fails to make any payment when due, Aussie Skips may, without prejudice to any further or other rights it has under the Hire Agreement or at law: issue a further Hire Invoice which shall include –

a charge of interest on the outstanding amount owed under the Hire Invoice at the rate of 10% per annum, accruing daily and compounding monthly; and

a charge of an administrative fee of \$300 plus GST per overdue invoice to cover the internal cost of account management and initial debt recovery processing; and/or suspend the delivery or collection of the Agreed Bins without further notice.

If payment of any Hire Invoice is not made in accordance with this clause, Aussie Skips may also recover all outstanding amounts together with all enforcement and recovery costs incurred by Aussie Skips including legal fees on a full indemnity basis, mercantile agent fees and court filing fees.

Aussie Skips may tokenise the Customer's credit card or bank account details to facilitate credit card or online payments.

Payment of a Hire Invoice shall not constitute full and effective discharge of the Customer's liability in respect of those amounts until cleared funds are received by Aussie Skips.

#### HIRE PERIOD

The Hire Period commences on the earlier of:

the date and time the Customer takes possession of the Agreed Bins; or

the date and time the Agreed Bins are delivered to the Site Address.

Unless otherwise agreed in writing, the maximum Hire Period is 7 days. If the Agreed Bins are not made available for collection by the end of the Hire Period, the Customer may incur the Extended Hire Surcharges and any other applicable Additional Charges until the Agreed Bins are returned to Aussie Skips' possession or control.

Unless otherwise agreed in writing, the Hire Period includes weekends and public holidays.

If a minimum hire term is specified in the Hire Schedule, the Customer must pay the Hire Charge for the full minimum term, even if the Agreed Bins are collected earlier.

Any time preferences specified by the Customer for delivery or collection, such as AM or PM windows, will be treated as indicative only. While Aussie Skips will use reasonable efforts to accommodate such preferences, they are not guaranteed.

If the Customer requests collection at a time that falls outside Aussie Skips' standard allocation and delivery schedule, or otherwise varies the agreed Collection Date, Irregular Run Costs may apply regardless of whether or not Aussie Skips or the Customer gives notice with respect to the same.

#### 5. PERFORMANCE OF SERVICES

5.1 Aussie Skips Bin Services will use reasonable endeavours to perform the Services but, in its absolute discretion, will not be obliged to do so on weekends or public holidays or for any of the following reasons:-

- (a) if Aussie Skips Bin Services cannot access the Site safely;
- (b) if Aussie Skips Bin Services does not provide Services to the area in which the Customer's Site is located;
- (c) if there is insufficient space on Site for Aussie Skips Bin Services to perform the Services;
- (d) if the Bin or Bins appear overweight, damaged or broken or have been filled unevenly;
- (e) if the Customer has not paid the Charges;
- (f) if the Customer is in breach of this Agreement;
- (g) if the contents of the Bin appear to include Excluded Wastes or waste inconsistent with the Agreed Waste; or
- (h) if Aussie Skips Bin Services is prevented from performing the Services by circumstances beyond its reasonable control including Force Majeure.

5.2 Aussie Skips may inspect, sample, test and analyse the contents of any Bin before or after collection where it reasonably considers this necessary to confirm the nature, composition or classification of the waste.

5.3 If the contents of a Bin include Excluded Wastes, overweight material, misdescribed waste or any waste that cannot lawfully or safely be transported or disposed of in the ordinary course, Aussie Skips may at its absolute discretion:-

- (a) refuse collection;
- (b) require the Customer to remove or rectify the offending material at the Customer's cost;
- (c) return the Bin or the contents to the Customer or the Site Address at the sole risk and cost of the Customer;
- (d) dispose of the material at an alternative facility or by an alternative method and charge the Customer all associated costs, including Special Tipping Fees; or
- (e) leave the Bin on Site until the non-compliance is rectified, with Extended Hire Surcharges and Delayed Handling Fees applying.

#### 6. DELIVERY / COLLECTION NOTIFICATION AND MINIMUM SERVICE

(a) Subject to clause 6(b) below, the Customer irrevocably directs Aussie Skips Bin Services to perform the Services on the frequency detailed in the Hire Schedule or as otherwise requested by the Customer and accepted by Aussie Skips Bin Services.

(b) The Customer may, by providing reasonable notice to Aussie Skips Bin Services, request an amendment to the frequency or timing for the performance of the Services, but the granting of that request shall remain at the absolute discretion of Aussie Skips Bin Services.

(c) Aussie Skips Bin Services will use all reasonable endeavours to perform the Services at the agreed time but accepts no liability where such performance is prevented, hindered or delayed by a cause beyond the reasonable control of Aussie Skips Bin Services.

(d) In the event that Aussie Skips Bin Services is unable to perform the Services at an agreed time, Aussie Skips Bin Services may perform those Services within a reasonable time thereafter.

#### 7. WEIGHT LIMITS

7.1 The Customer acknowledges and agrees that the weight of the waste deposited in each Bin shall not exceed the allowable maximum weight limit indicated as Max Weight on the specified skip bin product details displayed during the ordering process or otherwise specified in the Hire Schedule.

7.2 Where no allowable weight has been specified, the Customer acknowledges and agrees that the allowable maximum weight of the waste deposited in each Bin shall not exceed the Max Weight assigned and specified on the Skip Bin Sizes page of the Website.

7.3 Aussie Skips Bin Services may in its discretion refuse to collect a Bin if it exceeds the assigned allowable maximum weight.

7.4 If Aussie Skips Bin Services elects to collect any Bin that exceeds the allowable maximum weight, resulting in an overweight Bin, the Customer will be required to pay an Additional Weight Charge or Excess Weight Fee for the collection and tipping of the overweight Bin in accordance with this Hire Agreement.

7.5 Aussie Skips Bin Services may invoice and charge the Customer the Additional Weight Charge as soon as the overweight load is identified or confirmed.

#### 8. CUSTOMER OBLIGATIONS

The Customer acknowledges and agrees:-

- (a) to use the supplied Skip Bin in a reasonable and sensible manner;
  - (b) to bear responsibility and liability for any loss, damage or destruction of the Skip Bin whilst the Skip Bin is under the care, custody and control of the Customer;
  - (c) to render the Skip Bin to Aussie Skips Bin Services on collection in the same state and condition as when the Skip Bin was delivered to the Customer, subject to Fair Wear and Tear;
  - (d) to make the Skip Bin ready and available for collection by Aussie Skips Bin Services on the Collection Date;
  - (e) that legal title of the Skip Bin does not pass or vest in the Customer at any time;
  - (f) that the Customer shall not encumber or charge the Skip Bin in any way whatsoever;
  - (g) that no interest whatsoever is created or conferred in the delivered Skip Bin to the Customer;
  - (h) to only use the Skip Bin for the depositing of Agreed Waste;
  - (i) to obtain all necessary approvals and permits as may be required from any government authority, body corporate or third party for the delivery of the Skip Bin at the Site Address or adjacent or in proximity to the Site Address;
  - (j) without limiting the indemnities under these terms, to assume all liability and responsibility for the delivered Skip Bin including liability for trespass to land, public or private nuisance, injury, death, penalties or fines in the event the Skip Bin is delivered on a footpath, road, lane, public property or private property not owned by the Customer;
  - (k) to assume responsibility and liability for all materials deposited and placed in the Skip Bin by any person whatsoever including persons not authorised by the Customer;
  - (l) that Aussie Skips Bin Services shall not be liable for the tort of conversion, detainee or trespass to goods for the disposal or removal of any goods or materials placed in the Skip Bin and is hereby indemnified against such liability by the Customer for the Customer itself and for any claim or action made or commenced by any third party;
  - (m) that title in the contents of the Skip Bin remains with the Customer where the contents of the Skip Bin contain Excluded Wastes until and unless Aussie Skips Bin Services lawfully disposes of or otherwise accepts those contents;
  - (n) that where paragraph (m) above applies, Aussie Skips Bin Services may at its absolute discretion dispose of or return the contents to the Customer or at the Site Address or return the Skip Bin with the contents to the Site Address with Additional Charges applying until such time as Aussie Skips Bin Services is able to collect the Skip Bin in an empty and clean state; and
  - (o) to promptly provide Aussie Skips with such information as Aussie Skips may reasonably require concerning the nature, volume, source and classification of any waste placed in the Skip Bin.
- #### 9. RESTRICTIONS ON USE OF SKIP BINS
- Whilst the Skip Bin is in the care, custody and control of the Customer, the Customer shall not:-
- (a) place or allow to be placed, whether directly or indirectly, into the Skip Bin any Excluded Wastes;
  - (b) light fires, burn or allow the burning of waste materials in the Skip Bin;
  - (c) excessively fill the Skip Bin whereby the waste materials protrude higher than the top of the Skip Bin or do not fully fit within the confines of the Skip Bin;

(d) compact, crush, press down or otherwise mechanically compress the contents of the Skip Bin in a manner that increases the weight, damages the Skip Bin or makes transport unsafe;

(e) relocate, move or otherwise allow the Skip Bin to be moved or relocated from the Site Address unless otherwise expressly authorised in writing by Aussie Skips Bin Services;

(f) use the Skip Bin for any illegal purpose which contravenes this Agreement or any law; or

(g) use the Skip Bin for any purpose other than that disclosed by the Customer and expressly agreed to by the parties and which may be reasonably anticipated in this Agreement.

#### 10. CANCELLATION OR VARIATION OF ORDER

10.1 The Customer may cancel or vary the order by providing Aussie Skips Bin Services with written notice of the cancellation or variation not less than two (2) Business Days prior to the Delivery Date.

(a) In the event an order is cancelled by the Customer less than two (2) Business Days prior to the Delivery Date the cancellation fee will be 10% of the charged amount and payable to Aussie Skips Bin Services.

(b) In the event an order is cancelled by the Customer on the Delivery Date the cancellation fee will be 25% of the charged amount and payable to Aussie Skips Bin Services.

10.2 In the event the Customer seeks to vary an order pursuant to this clause 10, the granting of the variation sought shall be at the absolute discretion of Aussie Skips Bin Services and may be subject to payment of additional fees and charges for changing the Services required and other reasonable costs of Aussie Skips Bin Services.

10.3 The Customer acknowledges and accepts that it will not be entitled to a refund of any fees and charges paid in respect of a cancelled service where the Customer has failed to provide adequate notice of the cancellation or variation in accordance with this clause 10.

10.4 Aussie Skips Bin Services may cancel the Customer's order at any time on or prior to the scheduled Delivery Date in circumstances where Aussie Skips Bin Services is unable or incapable of supplying and or delivering the Skip Bins or carrying out the Services on the date or time required by the Customer.

10.5 In the event an order is cancelled by Aussie Skips Bin Services, the Customer will be entitled to receive a full refund of any monies paid in respect of the cancelled order unless otherwise agreed in writing and otherwise shall have or incur no further liability.

10.6 Aussie Skips Bin Services may cancel this Agreement without prejudice to its rights under this Agreement, including delivery or collection charges, where Aussie Skips Bin Services upon attending the Site Address determines that access is restricted or not permitted, the gradient at the Site Address is dangerous or there are dangerous circumstances including circumstances that could pose occupational health and safety issues to persons in the vicinity of the suggested delivery point.

10.7 Aussie Skips Bin Services is hereby authorised to terminate this Agreement and empty the contents of the Skip Bin on the Site Address at the sole risk of the Customer in the event the Skip Bin contains Excluded Wastes, has materials loaded beyond the height and capacity of the Skip Bin, has materials protruding from the Skip Bin or the specified fees have not been paid prior to delivery of the Skip Bin.

#### 11. TERMINATION AND BREACH

11.1 Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of this Agreement and fails to remedy that breach within fourteen (14) days after receiving written notice requiring it to do so, provided that no notice period is required where the breach is incapable of remedy.

11.2 Aussie Skips may terminate this Agreement immediately by written notice if an Insolvency Event occurs in respect of the Customer.

11.3 If the Customer repudiates this Agreement or purports to terminate it otherwise than in accordance with its terms, Aussie Skips may recover its loss including all removal costs, Additional Charges, debt recovery costs and any reasonable loss of bargain.

11.4 Termination of this Agreement does not affect any rights which have accrued before termination and does not prejudice any other rights or remedies available to Aussie Skips at law or in equity.

#### 12. RISK

Subject to Fair Wear and Tear, the Customer shall bear full responsibility and be liable for all loss, damage or destruction to the Skip Bin whilst the Skip Bin is in the care, custody or control of the Customer.

#### 13. SITE ACCESS AND CONDITIONS

13.1 The Customer shall be responsible for ensuring reasonable access to the Site Address and shall ensure that the delivery point for the Skip Bin is freely and reasonably accessible for delivery and collection and that all necessary consents have been obtained for the delivery, placement, storage and removal of the Skip Bin at the Site Address.

13.2 Aussie Skips Bin Services accepts no responsibility whatsoever for any damage caused to the ground, surface, road, path or passage of the Site Address or the location designated near or in proximity to the Site Address for the delivery and placement of the Skip Bin and the Customer should ensure the conditions, including access heights and load capacity, are suitable for the placement and delivery of the Skip Bin.

#### 14. ASSIGNABILITY

This Agreement shall not be assigned, novated or otherwise transferred by the Customer without the prior written consent of Aussie Skips Bin Services.

#### 15. INDEMNITIES BY CUSTOMER

The Customer shall be responsible for and shall indemnify Aussie Skips Bin Services against Liability for all loss, damage or injury to Aussie Skips Bin Services arising from or caused by the Customer's breach of these terms or the Customer's use, custody and control of the Skip Bin howsoever caused, except to the extent directly caused by the negligence of Aussie Skips Bin Services.

#### 16. COMPLIANCE WITH THE LAW & ASSOCIATED INDEMNITIES

Throughout the continuance of this Agreement the Customer shall conform at its own cost and expense with all Acts of both Federal and State Parliaments and all regulations, by-laws, ordinances or orders made thereunder and the lawful requirements of any public, municipal or other authority so far as the same may affect or apply to the Customer and the Customer shall indemnify Aussie Skips Bin Services from and against all actions, costs, charges, claims and demands in respect thereof.

#### 17. CONFIDENTIALITY AND PRIVACY

17.1 Each party must keep confidential the Confidential Information of the other party and must not disclose that Confidential Information except to its employees, officers, advisers, insurers, financiers or contractors who have a genuine need to know and who are bound by obligations of confidence, or as required by law.

17.2 Aussie Skips may collect, use, disclose and store personal information in accordance with the Australian Privacy Principles, the Privacy Act 1988 (Cth) and Aussie Skips' privacy policy as updated from time to time.

#### 18. IMPLIED STATUTORY TERMS & LIMITATION OF LOSSES

18.1 To the extent permissible by law the operation of any implied statutory term or terms are hereby excluded.

18.2 Where the skip bin services, if any, provided by Aussie Skips Bin Services under this Agreement are not of a kind ordinarily acquired for personal, domestic or household use or consumption then, in the event Aussie Skips Bin Services is in breach of this Agreement or is liable for loss or damage, Aussie Skips Bin Services shall not be liable for any Consequential Loss and the liability of Aussie Skips Bin Services to the Customer shall be limited to such one or more of the following as Aussie Skips Bin Services may decide:-

- (a) the supplying of the Services again;
- (b) the supplying of equivalent goods or services; or
- (c) the payment of the cost of having such services supplied again.

18.3 Nothing in this Agreement excludes, restricts or modifies any guarantee, condition, warranty, right or remedy implied or imposed by the ACL or any other law where to do so would be unlawful.

#### 19. DISPUTE RESOLUTION

19.1 If a dispute arises out of or in connection with this Agreement, a party may give the other party written notice specifying the nature of the dispute.

19.2 Within fourteen (14) days after receipt of that notice, senior representatives of the parties must meet or confer in good faith and use reasonable endeavours to resolve the dispute.

19.3 Nothing in this clause prevents a party from seeking urgent injunctive or interlocutory relief.

#### 20. GENERAL

20.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations and understandings.

20.2 If any provision of this Agreement is void, unenforceable or illegal it shall be severed to the extent of the invalidity without affecting the remainder of this Agreement.

20.3 A failure, delay or indulgence by Aussie Skips in exercising any right, power or remedy shall not operate as a waiver.

20.4 Clauses concerning payment, indemnities, limitation of liability, confidentiality, privacy, dispute resolution, accrued rights and any clause which by its nature is intended to survive termination shall survive termination of this Agreement.

#### 21. PROPER LAW OF CONTRACT

This Agreement shall be construed and take effect in accordance with the laws of the State of New South Wales. Each of the parties hereto submits to the jurisdiction of the Courts of that place including all Courts of Appeal therefrom and this clause may be pleaded as a bar to action or suit brought in any Court in any other place in the world.