

Refunds, Cancellations and Terminations

1.1 The Customer may cancel or vary the order providing Purple Cow Industries written notice of the cancellation or variation to the order not less than three (3) business days prior to the Delivery Date;

- **i.** 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 Purple Cow Industries.
- **ii.** In the event an order is cancelled by the Customer on the Delivery Date the cancellation fee will be 20% of the charged amount and payable to Purple Cow Industries.

1.2 In the event the Customer seeks to vary an order pursuant to this clause 1, the granting of the variation sought shall be at the absolute discretion of Purple Cow Industries and may be subject to payment of additional fees and charges for changing the Service required and other reasonable costs of Purple Cow Industries.

1.3 The Customer acknowledges and accepts that it will not be entitled to a refund of any fees and charges paid in respect to a cancelled service whereby the Customer has failed to provide adequate notice of the cancellation or variation in accordance with this clause 1.1.

1.4 Purple Cow Industries may cancel the Customer's order at any time on or prior to the scheduled Delivery Date in circumstances where Purple Cow Industries is unable or incapable of supplying and/or delivering the Skip Bins or carry out the Service on the date or time required by the Customer; and

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

1.6 Purple Cow Industries may cancel this Agreement without prejudice to its rights under this Agreement including Delivery / Collection Charges where Purple Cow Industries;

- **i.** Upon attending the Site Address determines that access is restricted or not permitted, the gradient at the Site Address is dangerous Or
- **ii.** there are dangerous circumstances including circumstances that could pose occupational health and safety issues to persons in the vicinity of the suggested delivery point.

1.7 Purple Cow Industries 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;

- **i.** Prohibited Materials, 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.
- **ii.** being used for a purpose contrary to law or this Agreement.
- **iii.** the Customer is in breach of this Agreement, and such breach is either incapable of being remedied or has not been remedied within the given written notice of that breach
- **iiii.** in Purple Cow's opinion the Bin(s) is/are being used for a purpose contrary to law or this Agreement, and the Customer fails to remedy the purpose within the given written notice of that breach.
- **iv.** the Customer fails to make the required payments, or the Customer is otherwise in arrears of its payment obligations in accordance with this Agreement after Purple Cow Industries has requested payment of such outstanding amounts within the given period.

1.8 Purple Cow Industries will be entitled to early termination fees calculated, in addition to any outstanding amounts on the account as identified in the termination notice.

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