

# Standard Terms & Conditions

Purple Cow Industries Pty Ltd – in this document noted as Purple Cow

## Equipment (Bins) Rental Agreement

When ordering a bin, we require the following information: Full name and/or Company, mobile number, email, credit/debit card payment details, site address, site hours, site contact, bin size and type. Full payment of the bin will be required upon booking. Purple Cow has the right to store and use your credit card information for future bookings, where applicable. Purple Cow will act to meet delivery times and dates; however, this cannot be guaranteed and as such our company will not be liable for any costs and/or losses incurred by the customer relating to delays.

“Wait and Load” is given 20 minutes to load from arrival onsite. Additional waiting time will be charged, at a maximum rate of \$200 per hour. Bins are not to be moved or relocated on site following delivery by Purple Cow, unless agreed prior.

Bins may be picked up on-site after 7 days at Purple Cow's discretion, unless otherwise agreed prior. It is the customer's responsibility to call Purple Cow on 1300 131 918, before 3pm a business day in advance for bin collection. Any bins held over 7 days will incur a weekly charge of \$25.

## Cancellations, Booking Changes and Futile Charges

The Customer agrees that if a Relocation or a Futile Transit has taken place, including but not limited to, a customer failing to cancel their booking (24 hours' notice required); or customer has not requested any booking changes (24 hours' notice required), the Customer will pay a maximum Futile Transit cost of \$250. Futile Transit occurs if: a) If the bin is on the truck heading to your site; b) The Customer turns away a Purple Cow truck from their site after a booking is made; c) Purple Cow arrives to site and due to site conditions cannot access or deliver the Bin; and d) Driver rejects load due to not meeting terms as set forth herein.

## Excluded & Prohibited Items

Liquids, fibro, food waste, chemicals, gas cylinders and medical waste are not accepted. Additional Charge Items Tyres, mattresses, carpet rolls & underlay, rubber & vinyl flooring, synthetic grass and large tree stumps will incur an additional fee of \$55-\$75 per item. Large tyres will incur an additional fee of \$100 per item.

## Asbestos Handling & Disposal

Asbestos Bins are available in all sizes. Prices are available upon request. Bins found containing asbestos without prior arrangement will incur additional charges; these include a futile & reload charge of \$500, in addition to a tipping charge at a maximum rate of \$500 per tonne. Please note, regardless of the tonnage of asbestos in the bin, the whole load is deemed as contaminated in accordance with the Protection of the Environment and Operations Act 1997, and EPA NSW's Waste Classification Guidelines 2009. Asbestos loads must be disposed of at an approved asbestos disposal site.

## Site Bins

Site bins can be requested at an additional charge. A service and repair charge will incur if site bins are damaged, e.g. broken wheels. An extra charge of up to \$250 will incur for Site Bins that are picked up with food waste in them. Of note, food waste wheelie bins can be requested for certain sites at an additional cost. If food waste weight limits are exceeded, any excess will be charged \$1 per kg.

## Site Access & Conditions

The Customer shall be responsible for ensuring complete and suitable access to the Site Address and Site Contact for the Skip bin delivery and collection point. The customer warrants that any access provided by the Customer for the Bin location is sufficient to bear the weight (both empty or loaded) of the Bin and vehicle combined. The Customer must ensure the conditions, including access heights, ground surface and surrounding area are suitable for the placement and delivery of the Skip Bin.

Purple Cow 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.

## Maximum Weight and Load Limits

Specified weight limits are located on the bins. These limits are to be observed and strictly adhered to. Purple Cow drivers have the right and discretion to refuse any load they deem to be unsafe or overloaded in line with legislation, guidelines and our company policy. Bins that exceed the maximum limit, will incur an additional charge of \$200 per tonne.

Bins must not be filled above the rim or compressed. Any bins above the rim will not be collected as they pose a safety risk to the driver and to the public.

## Property & Ownership

The bin always remains the property of Purple Cow. The contents of the Skip Bin shall remain the property of the customer until payment is received in full. Where accounts are not paid within terms, Purple Cow is entitled to empty either at time of collection of the Skip Bin or at a later date, the contents of the Skip Bin or the same amount of material by volume at the Site Address where the Bin was located at pick-up by Purple Cow. This includes any prohibited material found in the bin that is unpaired for.

Damages to bins incurred during hiring period will result in additional charges at the market value of the bin at the time of collection.

## Payment Terms

Purple Cow accepts payment via Credit Card which will be processed upon booking. Purple Cow offers trade accounts (upon approval of application). Overdue accounts or failure to pay within terms, will be claimed under the Building and Construction Industry Security of Payment Act 1999 NSW No. 46. Any infringement notices or additional costs incurred from a third party due to movement, placement and/or use of the equipment will be the responsibility of the customer. This includes but is not limited to Local Council, RMS, Towing Companies etc.

All prices noted are GST Exclusive. The customer will need to pay the GST. Prices are subject to Government Impost and EPA Levy increases. If charges are increased, the new charges will be deemed to have been accepted by the Customer and will become effective 45 days after the date that Purple Cow delivered the relevant Charge notice to the customer.

Purple Cow's decision is final in all matters relating to these Terms & Conditions. No change in these terms and conditions will be valid unless approved by Purple Cow in writing.

1300 131 918

www.purplecowindustries.com.au