

Standard Terms

Equipment (Bins) Rental Agreement

When ordering a bin, we require the following information: Full name and/or Company, mobile, 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/debit card information for future bookings and additional charges, where applicable. By ordering a bin, you accept our Terms and Conditions, which are also available on our website at www.purplecowindustries.com.au 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.

Bin Collections

It is the customer’s responsibility to contact Purple Cow Head Office (during business hours) for bin collection or changes to your bin collection. The bin will be collected 1-3 business days from the date you have notified Purple Cow Head Office, that the bin is ready for collection. It is the customer’s responsibility to ensure full access upon collection of the bin. Any **Skip Bin** or **Marrel Bin** held over 7 days will incur a daily charge of \$25 per bin, unless otherwise agreed prior; extensions can be requested at an additional cost of \$99 per week. Any **Hook Bin** held over 3 days will incur a daily charge of \$50 per bin, unless otherwise agreed prior; extensions can be requested at an additional cost of \$150 per week.

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 \$275. 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

Asbestos, fibro or fibro cement sheeting, old insulation, food waste and packaging, gas, liquids including paint, chemicals of any kind, hazardous materials and medical waste are all not accepted.

Additional Charge Items

Tyres, mattresses, carpet rolls & underlay, rubber & vinyl flooring, synthetic grass, and tree stumps will incur an additional fee of \$150 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 \$825, in addition to a tipping charge at a maximum rate of \$600 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 for existing Account customers. A delivery fee of up to \$550 applies. A service and repair charge will incur if site bins are damaged, e.g., broken wheels. An extra charge will incur for Site Bins that are picked up with Waste in them.

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 our website, unless otherwise agreed prior. 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 weight limit, will incur an additional charge of up to \$275 per tonne.

Bins must not be filled above the rim or compressed. Any bins above the rim may incur an additional cost of up to \$275. Where the overfilled bin poses a safety risk to the driver and/or to the public, Purple Cow will NOT collect the bin and a futile fee of \$275 will be charged.

Property & Ownership

The bin always remains the property of Purple Cow. The contents in the Bin shall remain on the property of the customer until payment is received in full and Customer has fully complied with our Terms and Conditions. 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 unpaid for.

Bins are not to be moved or relocated on site following delivery by Purple Cow, unless agreed prior. Damages to bins incurred during hiring period will result in additional charges at the market value of the bin at the time of collection.

Security and Charge

To secure payment on the Goods supplied to the Client pursuant to any Order and any punctual payment of the Client’s obligations to the Supplier at any time, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty, personal property or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

The Client indemnifies, and shall keep indemnified, the Supplier from and against all the Supplier’s costs and disbursements, including legal costs on a solicitor, incurred under or in connection with the Supplier exercising its rights under this clause.

The Client irrevocably appoints the Supplier and each director of the Supplier as the Client’s attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client’s behalf.

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The Client consents to any caveat being lodged by the Supplier against any land or real property owned by the Client to protect the Supplier's equitable interest arising under clause 11.1 of these terms and conditions.

Clause 11.1: The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same.

Retention of Title under the Personal Property Securities Act 2009 (Cth) (PPSA)

The parties acknowledge that all title and ownership of the bins are and will at all times remain the absolute property of Purple Cow.

Recovery of Possession

Purple Cow may recover possession of any bin it owns without prejudice to any other rights and remedies subsisting under these Standard Terms or relevant laws.

The Customer acknowledges that:

- (a) Purple Cow may enter any premises owned or controlled by the Customer to enforce its right under the preceding term without liability for the tort of trespass, negligence, or payment of any compensation to the Customer or anyone claiming through the Customer whatsoever; and
- (b) the Customer shall facilitate assistance to Purple Cow in respect of any such entry and enforcement action undertaken by the Purple Cow against the Customer.

Purple Cow is not required to provide notice of its intention to exercise its rights under these Recovery of Possession terms.

Restrictions on the Use of the Bins

While Purple Cow owns the bins, the Customer:

- (a) has no right or claim to any interest in the bins to secure any liquidated or un-liquidated debt or obligation that Purple Cow owes the Customer;
- (b) are in possession of the bins as a bailee of those bins and owe Purple Cow the duties and liabilities of a bailee;
- (c) must not claim any lien over the bins;
- (d) must not allow any person to have or acquire any security interest in the bins;
- (e) must not deliver the bins to any person except as permitted by Purple Cow in writing;
- (f) must not create any absolute or defeasible interest in the bins in relation to any third party except as permitted by Purple Cow in writing; and
- (g) must not remove, deface or obliterate any identifying plate, mark or number on any of the bins.

Contracting out of PPSA Notice Provisions

Purple Cow is not obliged to give the Customer any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and may not be excluded.

The Customer agrees to waive any rights the Customer has to receive a notice of anything Purple Cow does to exercise its rights under the Recovery of Possession terms of these Standard Terms and under sections 95, 118, 121(4), 130, 135 and 157 of the PPSA.

- (a) that Purple Cow may notify to the Customer from time to time after the date of this Agreement; and
- (b) to the extent permitted by the PPSA

Payment Terms

Purple Cow accepts payment via Credit/Debit Card which will be processed upon booking. Purple Cow has the right to store and use your credit/debit card information for future bookings and additional charges, where applicable. 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 Inclusive. 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. We may vary these Terms and Conditions from time to time without notice to you. It is important that you regularly review the most up to date version of these Terms and Conditions, which can be found on our website.

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CAUTION NOTICE

You must not fill your bin over the rim.

Purple Cow has the right to reject your bin. An overload charge can also occur at \$250+GST.



These lugs are non-craneable.

They are only suited for skip truck lifts & are NOT for craning.



Your site must be capable of withstanding an empty or full bin.

Purple Cow accepts no responsibility for damage due to placement or pick-up/delivery of the skip bin.

