

All quotes, applications and Orders for bins are subject to these Terms and Conditions and the Refund & Cancellation Policy.

This document sets out the terms which you may use and in which we provide the Goods and Services. Please carefully read all terms and conditions.

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## 1. Acceptance of Our Terms and Conditions

By ordering the Goods and Services you accept our Terms and Conditions, which are also available on our Website.

You must not use or submit an Order for supply of our Goods or Services if you do not accept our Terms and Conditions.

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## 2. Booking and Upfront Payment

You must provide us with all relevant details requested by us, including your full name and/or company name along with the ABN and/or ACN, mobile, email, credit card payment details, site address, site hours, site contact, bin size and type when placing an Order.

You will be required to make full payment at the time of placing an Order. We reserve the right to store and use your credit card information for future bookings and additional charges as, where applicable, as set out in our Terms and Conditions. If we require, you must complete an authority to charge credit card form, which we will provide to you, and supply all necessary information reasonably requested by us to obtain this authority. Credit card information will be stored in accordance with our Privacy Policy.

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## 3. Bin Delivery & Collection

We cannot guarantee that we will be able to meet your required delivery times and dates, and accordingly we will not be liable for any costs and/or

losses incurred by you for any delay in the provision of the Goods or Services to your Site Address.

Following delivery of the Goods to your Site Address, the Goods must remain at the Site Address and must not be moved or relocated by you or anyone, unless you have received our prior written consent.

You are responsible for contacting our head office during business hours (7am to 4pm Monday to Friday – or otherwise as amended from time to time) to arrange collection of the Goods or to request any changes to collection of the Goods.

We will arrange to collect the Goods within 1-3 business days from the date that you have notified us that the Goods are ready for collection. It is your responsibility to ensure that we have full unencumbered access to the site to collect the Goods.

You are solely responsible for ensuring that you have obtained any permissions required from any relevant person, authority or entity (including council, strata authority etc) for the Goods and Services to be provided at the Site Address, including placement of the Goods on the Site Address, and Purple Cow may, at its absolute discretion, refuse to provide the Goods and Services, if it is not satisfied that you have obtained all necessary permissions.

You acknowledge and agree that if you have not fully complied with our Terms and Conditions or have not paid the Fees or any additional expenses at the time of collection, we reserve the right to empty the contents of the Goods at the Site Address (including any Prohibited Material), at the time of collection.

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## 4. Site Access & Conditions

You are responsible for ensuring unencumbered, sufficient, and safe access to the Site Address (and where applicable, the Goods) for provision of the Goods and Services, including delivery and

collection of bins.

You must ensure the conditions of the Site Address are suitable for us to provide the Goods and Services, including the delivery, placement, and collection of the Goods (including access heights, ground surface and surrounding area).

It is your responsibility to ensure, and you warrant to us that the Site Address can bear the weight of the Goods (loaded and unloaded) and any vehicle or equipment used in the provision of the Services including delivery and collection of the Goods.

You accept, that in us providing the Goods and the Services, damage may be caused to the Site Address or surrounding property (e.g. damage or scratches to ground or surfaces due to placement of the Goods), and it is your responsibility to ensure you take all reasonable steps to mitigate any damage (e.g by placing timber slats on the ground for placement of the Goods prior to delivery).

Except where we are negligent, we take no responsibility for any damage caused to the Site Address or any property at or around or near the Site Address (including any ground, surface, road, path or passage).

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## 5. Your Obligations

You agree to:

- (a) take all steps necessary to ensure the Goods are properly cared for and protected while the Goods are in your possession (including from damage and theft etc);
- (b) take all steps necessary to ensure the Goods are maintained in good condition and working order while in your possession;
- (c) ensure the Goods are used only for their intended purpose and in accordance with these Terms and Conditions; and
- (d) comply with all reasonable directions provided by us or any of our agents, contractors or personnel, or any relevant authority in respect of the Goods or Services;

- (e) comply with all applicable laws, regulations, guidelines, policies, and procedures.

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## 6. Maximum Weight & Load Limits

You must strictly comply with the maximum specified weight limits for our bins as specified by us on our Website or as advised to you from time to time.

Bins must not be filled above the rim and must not be compressed.

We have the right to refuse collection of any bins, which in our view are deemed to not comply with the maximum weight or height limit, or in which we deem are unsafe, overloaded or in breach of any legislation, guidelines and policies which may apply.

Where a bin exceeds the maximum weight limit, then an additional charge of up to \$495 (inc GST) per tonne in which the bin exceeds the maximum weight limit will apply.

Where a bin exceeds the maximum height limit then an additional charge of up to \$375 (inc GST) will apply. Where we deem the bin to be unsafe for collection due to exceeded height limit, we may refuse collection of the bin and charge you a Futile Transit collection fee of \$275 (inc GST).

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## 7. Additional Charges

In addition to the Fees charged, there may be additional costs and expenses which we may charge you. Additional charges include those set out in these Terms and Conditions, our Pricing Schedule or otherwise as set out in the Agreement.

Waiting Time Fee – when we arrive at the Site Address you have a maximum of 20 minutes to provide sufficient Site Access and Conditions (including sufficient space) for the bin to be delivered and collected (Refer to Section 4 – Site Access and Conditions). If you exceed 20 minutes, an additional fee of up to \$200.00 (inc GST) per hour, for every hour or part thereof that we are

required to wait at the Site Address, will be charged.

Wait and Load Service— when providing a “Wait and Load” service, we will allow up to 20 minutes for you to load the material into the bin, from when we arrive to your Site. If you cannot load the material into the bin within this timeframe, we will charge an additional fee of up to \$200.00 (inc GST) per hour, for every hour or part thereof that we are required to wait on site.

Any skip bin or Marrel bin held over seven (7) days will incur a daily charge of \$25.00 (inc GST) per bin, unless otherwise agreed with us prior to the delay in collection. Where extensions of time for collection are requested in advance, this may incur an additional cost of \$99.00 (inc GST) per week per bin at our sole discretion.

Any hook bin held over three (3) days will incur a daily charge of up to \$50.00 (inc GST) per bin unless an extension has been requested and agreed by us prior. Extensions granted may incur an additional charge of up to \$150.00 (inc GST) per week per bin at our sole discretion.

Site Bins - If you are an existing customer and have an account with us, you may request a site bin at an additional charge. A transport fee of up to \$110.00 (inc GST) per Site Bin will apply, along with a weekly hire fee.

A service and repair charge may be incurred if any of the Goods are damaged by you or have Prohibited Material in them (Refer to Section 9).

In addition to the Fees, we reserve the right to charge you for any out-of-pocket expenses incurred by us in providing you the Goods and/or Service (e.g., additional collection charges for overweight bins, additional tipping fees not quoted or charged etc).

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## 8. Cancellations & Booking Changes

If we deem that a relocation or Futile Transit has

taken place (including, but not limited to, you failing to cancel your order in accordance with our Refund and Cancellation policy, failing to advise us of a change to your booking, failing to provide unencumbered access to the site or presenting us with a bin that contains Prohibited Material or does not meet the requirements in this agreement) we will charge you a maximum Futile Transit cost of \$275.00 per bin.

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## 9. Acceptable Use and Prohibited Material

Asbestos; Aerosols; Bio-hazardous waste including residue or animal faeces; Chemicals including household cleaning and personal care items; Clay; Coolroom and Refrigeration Panels; Contaminated waste and soils; E-waste including solar panels; Explosives; Fibro/fibro cement sheeting; Foam; Food waste and packaging; Hazardous waste including fire extinguishers, paint/paint cans, gas/gas bottles; Hot Ash; Insulation; Liquids/packaged liquids including household cleaning and personal care items; Medical waste; Noxious weeds; Polystyrene; Radioactive Waste; and Slurry are all Prohibited Material and are not permitted in our bins.

Asbestos products are only permitted to be disposed in our designated asbestos bins with prior notification and are not permitted in any other bins. Asbestos bins are available in all sizes. Our costs for the asbestos bins are available upon request. Asbestos loads must be disposed of at an approved asbestos disposal site.

If we find that you have not used the Goods in an acceptable manner, or that you have used our bins to dispose of Prohibited Material, you will incur a Futile Transit and Reload Charge of up to \$1,000.00 (inc GST) in addition to a tipping charge at a maximum rate of \$600.00 (inc GST) per tonne.

Where any asbestos is present in a bin, which is not a designated asbestos bin, and where you have not received our prior consent to dispose of asbestos in a bin, then additional rates and charges will apply,

including a Futile Transit and Reload Charge and tipping Charge. Irrespective of the tonnage of asbestos in a bin, the whole load will be deemed to be contaminated in accordance with the *Protection of the Environment and Operations Act 1997* and the Environmental Protection Agency's Waste Classification Guidelines 2009.

Mattresses, Tyres, Carpet Rolls & Underlay, Rubber & Vinyl flooring, Synthetic grass, and Tree stumps over 50cm in diameter, all incur an additional fee of up to \$330 (inc GST) per item. These items are to be placed on top and below the rim. Furthermore, these are all deemed as Non-Recyclable Materials.

Non-Recyclable Materials that take up over 40% of the bin, will be charged differently and at a higher rate. Where you anticipate the bin will consist of more than 40% Non-Recyclable Materials then you must notify us prior to making a booking so that we can quote you in advance. Where Non-Recyclable Materials are found present in a bin, then additional charges will apply, depending on the size, weight, and material in the bin – with a minimum charge of \$1595 (inc GST) to apply.

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## 10. Fees & Payment Terms

You must pay to us the Fees and any other additional charges or expenses which we are permitted to charge in accordance with the Agreement, in consideration of us providing the Goods and/or the Services to you.

We accept payments using credit cards and payments will be processed at the time of placing an Order.

You agree that we may store the last 3 digits of your credit card and use your credit card information for additional charges and future Orders where applicable.

Purple Cow reserve the right to vary and increase the Fees from time to time, provided at least thirty (30) days written notice is provided to you. You will be deemed to have accepted any variation or

increase in Fees thirty (30) days after the date we have provided notice to you of any variation or increase, unless you elect to terminate any Order or Agreement by notice in writing to us in accordance with these Terms and Conditions and prior to the expiry of the thirty (30) day notice period.

The Fees for the Goods and Services are expressed as being inclusive of GST. Where we make a taxable supply to you and the consideration does not expressly include GST, then you will be required to pay to us, an additional amount being the rate of GST payable on the supply.

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## 11. Property & Ownership

You acknowledge that all right, title and ownership of the Goods, will at all times remain the absolute property of Purple Cow.

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## 12. Security and Charge

As security for performance of your obligations under an Agreement and punctual payment of the Fees and any other costs or expenses payable by you to Purple Cow pursuant to an Agreement, you and your Guarantor charge and grant in favour of Purple Cow, all of your and/or your Guarantor's right, title and interest in land, real estate, personal property and any other assets capable of being charged, which are owned by you or your Guarantor, whether now or in the future.

You and your Guarantor indemnify us and keep us indemnified from and against all of our costs and disbursements, including legal costs, incurred under or in connection with us exercising our rights under this clause.

You and your Guarantor acknowledge and consent to the charge granted by you and/or your Guarantor under this clause and expressly consent to any mortgage, caveat, registration, or other instrument of security, being lodged by us against any land, real estate or other property owned by you or your

Guarantor, either now or in the future, to protect our interest arising out of this clause.

You and your Guarantor irrevocably appoint us and each of our Directors as your attorney to perform all necessary acts to give effect to the provisions of this clause and clause 13, including but not limited to signing any document including any registration, mortgage or caveat on your behalf.

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### 13. Retention of Title and PPSA

We may recover possession of any Goods we own without prejudice to any other rights and remedies subsisting under these Terms and Conditions or relevant laws.

You acknowledge:

- (a) we may enter any premises owned or controlled by you to enforce our right under this clause, without liability for the tort of trespass, negligence or payment of any compensation to you or anyone claiming through you whatsoever; and
- (b) you shall facilitate assistance to Purple Cow in respect of any such entry and enforcement action undertaken by the us against you; and
- (c) we are not required to provide notice of our intention to exercise our rights under this clause.

While we own the Goods, you:

- (a) have no right or Claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation that we owe to you;
- (b) are in possession of the Goods as a bailee of those Goods and owe us the duties and liabilities of a bailee;
- (c) must not claim any lien over the Goods;
- (d) must not allow any person to have or acquire any security interest in the Goods;
- (e) must not deliver the Goods to any person except as permitted by us in writing;
- (f) must not create any absolute or defeasible

interest in the Goods in relation to any third party except as permitted by us in writing; and

- (g) must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods.

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

You agree to waive any rights you have to receive a notice of anything we do to exercise its rights under this clause and under sections 95, 118, 121(4), 130, 135 and 157 of the PPSA.

You agree to waive any rights you have to receive a notice under any other provision of the PPSA:

- (a) that Purple Cow may notify to you from time to time after the date of acceptance of these Terms and Conditions; and
- (b) to the extent permitted by the PPSA.

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### 14. No Warranty

Our Goods are provided 'as is' and we do not provide any express or implied representation or warranty as to the condition of the bins or the suitability of same for your intended use.

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### 15. Indemnity

You agree to indemnify us and undertake to keep us indemnified against any Liability (including legal fees) arising out of:

- (a) your breach of the Agreement or these Terms and Conditions; and
- (b) any Claim that you have breached the Agreement, or these Terms and Conditions.

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### 16. Breach of Terms and Conditions

If you breach the Agreement or any of these Terms

and Conditions we may take appropriate actions including but not limited to:

- (a) issuing a warning notice;
- (b) denying you access to or suspending our Goods and/or Services; or
- (c) terminating the Agreement if the breach is not able to be remedied, or is not remedied within the time period specified in a breach notice we provide you;
- (d) bringing court proceedings against you.

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## 17. Jurisdiction

The Agreement is governed by the laws of New South Wales.

The Parties submit to the exclusive jurisdiction of the courts of the Jurisdiction.

No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

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## 18. Amendment

We may make changes to our Terms and Conditions at any time without further notice to you.

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## 19. Whole Agreement

The Agreement embodies the whole agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous agreements in respect of your usage of and our supply of the Goods and Services.

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## 20. Assignment

We may transfer, sub-license or otherwise deal with our rights and obligations under the Agreement without notifying you or obtaining your consent.

You may not transfer, sub-license or otherwise deal with your rights and obligations under the Agreement.

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## 21. Severability

If all or any part of any provision of these Terms and Conditions or the Agreement is invalid or unenforceable, then:

- (a) that provision is severed from this Agreement or the Terms and Conditions to the extent necessary to remove the invalidity or illegality; and
- (b) the remaining provision of the Agreement or the Terms and Conditions remain valid and enforceable.

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## 22. Survival of Certain Terms

The terms of the Agreement which are capable of having effect after the Agreement ends continue to have full effect, including clauses in relation to:

- (a) protection of intellectual property;
- (b) post-agreement restraints; and
- (c) guarantees, warranties, indemnities and limitation of liability.

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## 23. Interpretation

In these Terms and Conditions, unless the contrary intention appears:

- (a) a reference to the Terms and Conditions or the Agreement or any instrument includes any variation or replacement of any of them;
- (b) a reference to a person includes a body corporate, joint venture, association, government body, firm and any other entity;
- (c) a reference to legislation includes any amendments to it, any legislation substituted for it, and any subordinate legislation made under it;
- (d) the singular includes the plural and vice versa;
- (e) words of one gender include any gender;
- (f) headings do not affect the interpretation of this Agreement;
- (g) reference to a Party includes that Party's personal representatives, successors and permitted assigns;
- (h) reference to a thing (including a right) includes a part of that thing;
- (i) if a Party comprises two or more persons:
  - (i) reference to a Party means each of

- (i) the persons individually and any two or more of them jointly;
  - (ii) a promise by that Party binds each of them individually and all of them jointly;
  - (iii) a right given to that Party is given to each of them individually; and
  - (iv) a representative, warranty or undertaking by that Party is made by each of them individually;
  - (j) a provision must not be construed against a Party only because that Party prepared it;
  - (k) a provision must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed;
  - (l) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
  - (m) another grammatical form of a defined expression has a corresponding meaning;
  - (n) the word "include" is used without any limitation;
  - (o) the rights, duties and remedies in this Agreement operate to the extent that they are not excluded by law; and
  - (p) examples are descriptive only and not exhaustive.
- (f) the form for application of a credit account between Purple Cow and a Customer.
  - (f) **Customer** means any person or entity who engages Purple Cow Industries to provide the Goods and/or Services in accordance with the Agreement between that customer and Purple Cow Industries.
  - (g) **Fees** means all fees and charges, including additional expenses payable by you to us, in accordance with the Agreement, the Order, the Pricing Schedule and the Terms and Conditions.
  - (h) Futile Transit or Fee means where:
    - (a) a bin is in transit to or from the Site Address in the course of us providing the Goods or Services and is turned away or refused by the Customer;
    - (b) Purple Cow arrives to the Site Address in the course of providing the Goods or Services and cannot provide the Goods or Services due to Purple Cow not being provided with unencumbered, sufficient or safe access to the Goods or Site Address; or
    - (c) Purple Cow or any of its drivers, contractors, agents or employees, refuse to provide the Goods or Services, due to a breach of these Terms and Conditions by the Customer.

## 24. Definitions

The following words have these meanings unless the contrary intention appears:

- (a) **Account Approved Customer** means a Customer who holds an account with and approved by Us.
- (b) **Agreement** means the agreement between you and us in connection with an Order, and in accordance with the Terms and Conditions and includes the Refund and Cancellation Policy and Pricing Schedule.
- (c) **Business Day** means a day which is not a Saturday, Sunday or public holiday in New South Wales.
- (d) **Claim** means any claim, suit, action, demand, or right.
- (e) **Credit Account Application Form** means
- (i) **GST** means Goods and Services Tax (GST) as defined within A New Tax System (Goods and Services Act) 1999 (Cth).
- (j) **Goods** means all goods to be supplied by Purple Cow Industries (whether sale or hire) to you, pursuant to an Order made by the Customer from time to time.
- (k) **Guarantor** means a person named as a Guarantor in a Credit Account Application Form and who provides a guarantee and indemnity in favour of Purple Cow to guarantee the due and punctual performance of all of your obligations in accordance with an Agreement.
- (l) **Liability** means responsibility for any loss (either direct or indirect), damage, injury, or

# TERMS & CONDITIONS

Purple Cow Industries Pty Ltd

ABN: 99 626 456 273

Tel: 1300 131 918

Website: [www.purplecowindustries.com.au](http://www.purplecowindustries.com.au)

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- (m) **Non-Recyclable Materials** means any items or materials that cannot be recycled, and including but not limited to Clay, Plastic, Glass, Fabric Mesh, Mattresses, Tyres, Carpet, Underlay, Rubber, Vinyl, Synthetic Grass.
- (n) **Order** means an order for the supply of the Goods and/or Services made by you to Purple Cow Industries.
- (o) **Party** means a party to this terms and conditions.
- (p) **Parties** mean all parties to this Terms and Conditions.
- (q) **Pricing Schedule** means our schedule of fees and charges, as amended from time to time.
- (r) **Privacy Policy** means Purple Cow's Privacy Policy, available on the Website and as amended from time to time.
- (s) **Prohibited Material** means Asbestos; Aerosols; Bio-hazardous waste including residue or animal faeces; Chemicals including household cleaning and personal care items; Clay; Coolroom and Refrigeration Panels; Contaminated waste and soils; E-waste including solar panels; Explosives; Fibro/fibro cement sheeting; Foam; Food waste and packaging; Hazardous waste including fire extinguishers, paint/paint cans, gas/gas bottles; Hot Ash; Insulation; Liquids/packaged liquids including household cleaning and personal care items; Medical waste; Noxious weeds; Polystyrene; Radioactive Waste; and Slurry are all Prohibited Material and are not permitted in our bins.
- (t) **PPSA** means Personal Property Securities Act 2009 (Cth).
- (u) **Purple Cow** means Purple Cow Industries Pty Ltd (ACN 626 456 273)
- (v) **Refund & Cancellation Policy** means Purple Cow's Refund & Cancellation Policy, available on the Website and as amended from time to time.
- (w) **Services** means the services to be provided by Purple Cow Industries (whether in relation to the sale or hire of Goods) to the Customer pursuant to an Agreement or an Order made by the Customer.
- (x) **Site Address** means the address nominated by a Customer for the Goods and Services to be provided.
- (y) **Terms and Conditions** means the terms and conditions set out in this document.
- (z) **We, Us or Ourselves** refers to Purple Cow.
- (aa) **Website** means [www.purplecowindustries.com.au](http://www.purplecowindustries.com.au)
- (bb) **You, Your or Yours** refers to a Customer or user of the bins.