

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.

Please ensure the original booking is made under the correct name as it cannot be changed later. The invoice can only be issued in the name of the company/entity/person booking the Order in.

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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 Purple Cow 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.

You may wish to consider the following methods exist to safeguard your surface before despatch, including but not limited to:

- (a) Use Protective Materials: Lay down thick wooden boards, plywood sheets, or durable mats on your driveway to create a buffer between the heavy skip bin and the surface. This helps distribute the weight and reduces direct impact.
- (b) Discuss Placement: Contact our office to discuss the best location for placing the skip bin. Find a spot that minimises impact on your driveway, ground, or surface, such as a sturdy section or an area that won't cause structural damage.

- (c) Reinforce Weak Areas: If there are weak or cracked sections on your driveway, ground, or surface, consider reinforcing them before the delivery. Fill cracks and repair weak spots to prevent further damage.
- (d) Monitor the Process: Be present during the delivery to guide the placement and ensure precautions are taken to protect your driveway, ground, or surface. This way, you can intervene if necessary.
- (e) Consider Alternative Locations: If feasible, contemplate situating the bin on an alternative surface.

In the event of any incidents, Purple Cow will conduct a comprehensive investigation. It is mandatory to provide evidence, including images, surveillance, along with the site address and incident's date, which must be sent in writing to [accounts@purplecowindustries.com.au](mailto:accounts@purplecowindustries.com.au) within 48 hours.

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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 Charges & 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 Website, 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.

Bin Hire for Skips - 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.

Bin Hire for Hooks - 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 Account Approved Customer, 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.

Card Processing Surcharges - A fee of up to 2% will be applied for payments made via credit or debit card.

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 but not limited to residue or animal faeces; Chemicals including household cleaning & personal care items; Clay; Coolroom & Refrigeration Panels; Contaminated waste & soils; E-waste including solar panels; Explosives; Fibro/fibro cement sheeting; Foam; Food waste & packaging; Hazardous/toxic waste including fire extinguishers, any fuel/oil/kerosene based heaters, paint/paint cans, gas/gas bottles; Hot Ash; Insulation; Liquids/packaged liquids including household cleaning & personal care items; Medical waste; Noxious weeds; Polystyrene; Radioactive Waste; & Slurry are all Prohibited Material & 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, and Tree stumps over 50cm in length and width, all incur an additional fee of up to \$200 (inc GST) per item. These items are to be placed on top and below the rim. Furthermore, some of these are 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 of up to \$495.00 per tonne. 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 weight, and material in the bin. For further details, please refer to the Definitions section on the last page.

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## 10. Account Approved Customers

Customers who have received approval for an account are known as "Account Approved Customers," with credit terms generally extending to 30 days or as mutually agreed upon, in writing. Account approved customers are required to make full payment within 30 days from the end of the month, from the invoice date. Invoices are issued and emailed on a weekly basis, which includes but not limited to bin hires, additional fees, penalty notices and potential interest charges for late payments. The maximum credit limit for customers with 30-Day Account Credit Terms is subject to Purple Cow's discretion and represents the total spending capacity, before services are placed on

hold.

Prior to requesting a 30-Day Credit Account Application Form with Purple Cow, please be aware that a minimum monthly spend of \$7,000 on Waste is required to keep the account active. This requirement comes into effect after an initial four-month period, during which your spending will be evaluated solely based on Credit Card bookings.

**Grace Period:** The grace period is the time between the invoice date and the due date. During this period, customers must make the full payment to avoid interest charges and service suspension. It is crucial to make the payment on or before the due date.

**Interest Rate:** If the full payment is not made by the due date, interest on overdue invoices shall accrue per day will be charged on the outstanding balance. It is important to be aware of the interest rate to understand the potential cost of carrying a balance.

**Payment Method:** Account Approved Customers can make payments on their 30-Day Credit Card using Direct Debit Transfer (located on the Invoice or Statement) or Credit/Debit Card. A surcharge of up to 2% will be applied for payments made using a credit or debit card.

Please ensure the original booking is made under the correct company as it cannot be changed later. The invoice can only be issued in the name of the company/entity/person that holds an account with Purple Cow.

If there is no activity for two months on the Approved Account, it will be considered inactive, prices will revert to standard online rates and the credit arrangement will be suspended. Reactivating the account will involve specific actions and will be subject to Purple Cow's discretion.

Purple Cow also reserves the right to adjust and increase the Prices and Fees on the Approved Account. In such cases, you will receive an email notification in advance, containing information about

the Price amendments and the date of their implementation. Upon receiving a Price Change notification from Purple Cow, the Customer has the option to cancel any Order up to 3 days prior to dispatch.

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## 11. 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.

**Specific Material** - within our specific material quotes, which can be found on our website, we present three distinct pricing models for varied waste categories: General Waste, Clean Masonry Only, and Clean Mixed Heavies Only. Should a bin contain materials that don't precisely align with the chosen waste category described in your selected quote verbally or on our website, it will be categorised as General Waste. This categorisation may lead to excess overweight charges, calculated per tonne. Moreover, it's crucial to note that using the General Waste category for predominantly construction materials, which tend to be heavier, will incur excess overweight charges due to the inherent weight of these items.

We accept payments using credit cards and payments will be processed at the time of placing an Order. Surcharges for Card Processing will also be applicable, up to 2%.

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 Prices and Fees from time to time; please refer to our Website for the most recent Prices and Fees.

The Fees for the Goods and Services are expressed as being inclusive of GST, unless stated otherwise. 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.

Administration Fee: This fee is at the discretion of Purple Cow and may be imposed in different scenarios, like instances of account liquidation or incurring a NSW Penalty Notice, among others.

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## 12. Default and Consequence of Default

Interest on overdue invoices shall accrue daily, on basis of 365 days per year and calculated on basis of actual day(s) elapsed, from the date when payment becomes due until the date on which payment has been received by the Supplier in cleared funds, at the Interest Rate per annum.

If the Customer owes the Supplier any money the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, the Supplier's contract default fee, and bank dishonour fees).

The terms of payment are strictly as noted on the date of the invoice provided by the Supplier to the Customer. In the event that the Customer does not pay for the goods or services supplied by the Supplier or on before the due date noted on the invoice, or as agreed in writing by the Supplier and the Customer from time to time, the Supplier may through an external legal service provider, issue a written demand to the Customer demanding payment within seven (7) days. In the event that a demand is issued, the Applicant must pay, in addition to the invoice sum, any legal costs incurred by the Supplier (inc GST), this being, the costs and disbursements incurred by the Supplier for having the demand issued. It is an essential term that the Customer pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Customer, including collection costs, debt recovery fees and legal costs on an indemnity basis.

Further to any other rights or remedies the Supplier may have under this contract, if a Customer has made payment to the Supplier, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.

Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:

- (a) (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to make a payment when it falls due;
- (b) (b) the Customer has exceeded any applicable credit limit provided by the Supplier;
- (c) (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- (e) The Customer acknowledges and agrees that each of these terms and conditions is an essential term, and any breach of any of these terms and conditions by the Customer shall entitle the Supplier to terminate an Order, these terms and conditions, and any other agreement between the Supplier and the Customer by giving notice to the Customer.

Where the Supplier terminates an Order, these terms and conditions, and any other agreement between the Supplier and the Customer under clause 12.6, the Supplier shall not be liable for any

loss, liability, damages, costs or expenses of the Customer arising out of or in connection with the Supplier exercising its right to terminate under clause 14.6.

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### 13. 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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### 14. 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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### 15. 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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## 16. 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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## 17. 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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## 18. Change in Control

If the Customer has placed an Order via a 30-Day Credit Account Application Form, the Customer must give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to changes in the Customer's name, address, contact phone or fax number/s, change in trustees, or business practice). The Customer shall be liable for any loss, damage, liability, or cost suffered or incurred by the Supplier as a result of

the Customer's failure to comply with this clause.

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## 19. Building and Construction Industry Security of Payments Act 1999

At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.

Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

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## 20. Trusts

If the Customer at any time upon or subsequent to entering into the contract is acting in the capacity of trustee of any trust ("Trust"), then, whether or not the Supplier has awareness of the Trust, the Customer covenants with the Supplier as follows:

- (a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
- (b) The Customer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
- (c) The Customer will not without consent in writing of the Supplier (not to be unreasonably withheld), cause, permit, or suffer to happen any of the following events;
  - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
  - (ii) any alteration to or variation of the terms of the Trust;
  - (iii) any advancement or distribution of capital of the Trust; or



- (iv) any resettlement of the trust property.

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## 21. 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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## 22. 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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## 23. Amendment

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

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## 24. 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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## 25. 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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## 26. 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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## 27. 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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## 28. 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 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.
- 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) **Clean Masonry Only** encompasses only Bricks, Concrete, Dry Cement, Asphalt/Bitumen, Blocks, Stone, Tiles including Terracotta, Rocks, Limestone, Granite, Marble, Slate, Pavers, Pebbles, Cobblestones, Lime Mortar. Be mindful that no other material can go into this bin. Any Concrete over 500mm please call for a Quote.
- (f) **Clean Mixed Heavies Only** encompasses only Soil, Dirt, Gravel, Dry Cement, Concrete, Dirt, Sand, Asphalt/Bitumen, Clay, Bricks, Blocks, Stone, Tiles including Terracotta, Rocks, Limestone, Granite, Marble, Slate, Pavers, Pebbles, Cobblestones, Lime Mortar. Be mindful that no other material can go into this bin
- (g) **(30-Day) Credit Account Application Form** means the 30-day form for application of a credit account between Purple Cow and a Customer.
- (h) **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.
- (i) **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.
- (j) 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

## 29. Definitions

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

- (a) **Account Approved Customers** means customers who hold a Credit Approved Account with Purple Cow.
- (b) **Agreement** means the agreement between you and us in connection with an Order, and in accordance with the Terms and

## 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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- 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.
- (k) **GST** means Goods and Services Tax (GST) as defined within A New Tax System (Goods and Services Act) 1999 (Cth).
- (l) **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.
- (m) **Guarantor** means a person named as a Guarantor in a 30-Day 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.
- (n) **Liability** means responsibility for any loss (either direct or indirect), damage, injury, or expense.
- (o) **Non-Recyclable Materials** means any items or materials that cannot be recycled, including but not limited to Clay, Plastic, Glass, Fabric Mesh, Mattresses, Tyres, Carpet, Underlay, Rubber, Vinyl, Synthetic Grass. This definition can change at any time.
- (p) **Order** means an order for the supply of the Goods and/or Services made by you to Purple Cow Industries.
- (q) **Party** means a party to this terms and conditions.
- (r) **Parties** mean all parties to this Terms and Conditions.
- (s) **Pricing Schedule** means our schedule of fees and charges, as amended from time to time.
- (t) **Privacy Policy** means Purple Cow's Privacy Policy, available on the Website and as amended from time to time.
- (u) **Prohibited Material** means Asbestos; Aerosols; Bio-hazardous waste including but not limited to reside or animal faeces; Chemicals including household cleaning & personal care items; Clay; Coolroom & Refrigeration Panels; Contaminated waste & soils; E-waste including solar panels; Explosives; Fibro/fibro cement sheeting; Foam; Food waste & packaging; Hazardous/toxic waste including fire extinguishers, any fuel/oil/kerosene based heaters, paint/paint cans, gas/gas bottles; Hot Ash; Insulation; Liquids/packaged liquids including household cleaning & personal care items; Medical waste; Noxious weeds; Polystyrene; Radioactive Waste; & Slurry are all Prohibited Material & are not permitted in our bins.
- (v) **PPSA** means Personal Property Securities Act 2009 (Cth).
- (w) **Purple Cow** means Purple Cow Industries Pty Ltd (ACN 626 456 273)
- (x) **Refund & Cancellation Policy** means Purple Cow's Refund & Cancellation Policy, available on the Website and as amended from time to time.
- (y) **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.
- (z) **Supplier** refers to Purple Cow.
- (aa) **Site Address** means the address nominated by a Customer for the Goods and Services to be provided.
- (bb) **Terms and Conditions** means the terms and conditions set out in this document.
- (cc) **We, Us or Ourselves** refers to Purple Cow.
- (dd) **Website** means [www.purplecowindustries.com.au](http://www.purplecowindustries.com.au)
- (ee) **You, Your or Yours** refers to a Customer or user of the bins.