

Services Please select one or both of the following services your business intends to apply for, and acknowledge that by submitting this application, you agree to be bound by the relevant terms for each service, as detailed in this document:

Rowcon Recycling Pty Ltd

Rowcon Waste Skip Bins (provided by Rowcon Waste Management Pty Ltd)

The Applicant

| | | | | | | | |
|--------------------------------------------------------------|--|------------------|----------|-------------------------------------------------|--|---------|----------|
| Legal applicant name | | QBCC Licence No. | | ACN No. | | ABN No. | |
| Trading name <small>(if different to Applicant name)</small> | | | | Principal business address | | | |
| Postal address | | | | Trading address | | | |
| City | | State | Postcode | City | | State | Postcode |
| Contact name | | Phone | | Email | | | |
| Accounts contact | | Phone | | Email | | | |
| | | | | Email <small>(for invoice / statements)</small> | | | |
| Wish to have your invoice / statements emailed? | | Yes | No | | | | |

Operating Structure (tick appropriate)

☐ Company
 ☐ Sole Trader
 ☐ Trustee
 ☐ Public Company
 ☐ Partnership
 ☐ Incorporated Body

Director / Partner Details (provide details of all directors/partners; if more than 3, please attach details. If a Trustee, provide the name of the individual trustees or if the trustee is a company, the names of the directors of the trustee company.)

| | | | |
|-------------------------------------|--------------------------------|---------------------|----------|
| Name <small>Mr / Mrs / Miss</small> | Date of Birth | Drivers Licence No. | |
| | <input type="text" value="/"/> | | |
| Address | City | State | Postcode |
| Name <small>Mr / Mrs / Miss</small> | Date of Birth | Drivers Licence No. | |
| | <input type="text" value="/"/> | | |
| Address | City | State | Postcode |
| Name <small>Mr / Mrs / Miss</small> | Date of Birth | Drivers Licence No. | |
| | <input type="text" value="/"/> | | |
| Address | City | State | Postcode |

Commercial Credit Application

Trade / Business References (If more than 3 please attach details) (minimum 3 references required)

Name Branch Phone

Contact Email

Name Branch Phone

Contact Email

Name Branch Phone

Contact Email

Credit Reporting & Privacy Consent

To assist Rowcon in its assessment of the Applicant's credit application and its administration of credit and overdue payments, the Applicant, and if the Applicant is a corporation, then its directors, hereby authorise Rowcon Group (including Rowcon Recycling Pty Ltd and Rowcon Waste Management Pty Ltd), pursuant to the *Privacy Act 1988 (Cth)* and relevant Australian Privacy Principles, to:

1. Obtain a credit report containing personal and commercial credit information from a credit reporting agency.
2. Disclose details of personal and commercial credit worthiness, standing, history, or capacity to a credit reporting agency or any actual or prospective guarantor of the Applicant.
3. Receive from and provide to other credit providers a credit report or personal/commercial details of credit worthiness, history, standing, and capacity. The Applicant acknowledges and agrees that Rowcon Group may establish and maintain a credit information policy detailing its handling of personal and credit-related information in accordance with its privacy obligations.

Terms of Credit

Expected Monthly Purchases

\$

Credit Limit applied for

\$

The Applicant agrees that the provision of Goods and/or Services and credit facilities are subject to the **General Terms and Conditions (Part 3)** and the **relevant Service-Specific Terms (Parts 4, 5, or 6)** appearing in this document, and acceptance by Rowcon Group of this Commercial Credit Application.

Applicant Acknowledgment and Signature

By signing below, the Applicant confirms that all information provided in this application is true and accurate, and the Applicant has read, understood, and agrees to be bound by the terms and conditions outlined in this entire document.

Applicant / Director / Partner

Applicant / Director / Partner

Applicant / Director / Partner

Applicant / Director / Partner

Date / /

Date / /

Date / /

Date / /

Must be signed by the Applicant or the directors and or partners on behalf of the Applicant.

If the Applicant / Customer is a corporation or if the business is owned by a corporation or under a corporate trustee, the directors of that corporation are required to provide this Guarantee.

We, _____ of _____
and _____ of _____
and _____ of _____

We, the undersigned, (each a "Guarantor") being directors of the Applicant/Customer and in consideration of Rowcon Group (including Rowcon Recycling Pty Ltd and Rowcon Waste Management Pty Ltd) granting commercial credit to the Applicant/Customer, hereby jointly and severally:

- (i) Guarantee to Rowcon Group payment of all debits to be paid by the Applicant/Customer and agree that this guarantee will be a continuing guarantee and will not in any way be waived or affected by any time or indulgence granted by Rowcon Group to the Applicant/Customer.
- (ii) Charge any real or personal property owned by us whether alone or jointly as a tenant in common or as a joint tenant in favour of Rowcon Group to secure any moneys owing hereunder whether or not Rowcon Group has taken or has threatened to take any action against the Applicant/Customer or against any guarantor in respect thereof.
- (iii) Acknowledge that we have been given the opportunity to seek independent legal advice before signing this guarantee.

Dated this _____ day of _____ 20 _____

Signed _____ Print name _____

Signed _____ Print name _____

Signed _____ Print name _____

Signed _____ Print name _____

General Terms and Conditions

These General Terms and Conditions apply to all services provided by Rowcon Group entities. Where there are specific terms applicable to a particular service (e.g., Rowcon Waste Skip Bins), those specific terms will take precedence to the extent of any inconsistency.

I. Definitions

In these Conditions:

"Conditions" means the terms of these Conditions of Sale, including General Terms and Conditions and Service-Specific Terms.

"Customer" means a person, firm, or corporation seeking to acquire Goods or Services from the Supplier and where applicable includes the Applicant in the Commercial Credit Application and, if the Customer consists of more than one person, each of them jointly and severally.

"Goods" means all goods and/or materials supplied by the Supplier to the Customer. **"GST"** means GST within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended.

"Normal Hours" - The Rowcon Group entities observe normal business hours from Monday to Friday, 6:00 am to 4:30 pm. Additionally, Rowcon Recycling is open on Saturdays from 7:00 am to 12:00 pm.

"Other Property" means all present and after-acquired property of the Customer (except the Goods) whether acquired alone or jointly as a tenant in common or as a joint tenant.

"PPSA" means the Personal Property Securities Act 2009 (Cth) as amended.

"Security Agreement" and **"Security Interest"** have the meaning ascribed to them in the PPSA.

"Services" means all services supplied by the Supplier to the Customer.

"Supplier" means the relevant Rowcon Group entity providing the Goods or Services, which may be **Rowcon Recycling Pty Ltd (ABN 93 608 179 406)** or **Rowcon Waste Management Pty Ltd (ABN 56 640 572 765)**.

2. Application of the Conditions

2.1 Unless otherwise agreed in writing, these Conditions apply exclusively to every contract for the supply of Services or sale of Goods to the Customer. No other conditions can vary or replace these Conditions without the Supplier's prior written consent.

2.2 If rates are volumetric, the price quoted is based on a loose uncompacted volume as measured in the truck body at the place of delivery.

2.3 The Supplier is not deemed to have accepted an order or offer from the Customer unless acceptance is communicated in writing or the Goods are delivered, or Services supplied, as stated in the order.

2.4 The Supplier may vary these Conditions by giving 30 days' written notice to the Customer. Any order placed, or Goods or Services supplied at the Customer's request after this 30-day period, is deemed to be the Customer's acceptance of the varied Conditions.

2.5 The Supplier may terminate this agreement on 30 days' written notice. Termination does not affect the Supplier's accrued rights prior to termination, including the right to be paid or to recover any Goods supplied.

2.6 The Customer and Supplier agree to keep the terms of these Conditions confidential, including the price of the Goods and/or Services, except as required by law.

3. Quotations

3.1 Any written quotation provided by the Supplier for Goods and/or Services is valid for 30 days, unless otherwise stated in the quotation, and is an invitation for the Customer to place an order based on that quotation.

3.2 Rates quoted are based on quantities and specifications stated at the time of request. Any variation of quantities, specifications, or delivery programs will result in a rate adjustment determined by the Supplier.

3.3 All quoted prices include an allowance for 10 minutes of unloading time at the site. Any additional unloading time incurs an additional charge.

3.4 A quotation may be accepted verbally or in writing (including facsimile or email) or by any other method agreed by the Supplier. If the Customer does not formally confirm acceptance, it is deemed accepted upon acceptance of the relevant Goods and/or Services.

3.5 Each accepted quotation constitutes a separate contract between the parties, subject to these terms and conditions and any additional terms specified in the quotation.

3.6 Each Order for Goods and/or Services:

(a) Commences on the date the quotation is accepted by the Customer in accordance with clause 3.4 and remains in force until full payment of the Supplier's final invoice (unless terminated earlier as per the order terms).

(b) Is governed by this contract and any terms in the relevant quotation, with the quotation terms prevailing in case of inconsistency.

3.7 The terms of this contract and any order override any inconsistent conditions in any other document or communication provided by or on behalf of the Customer.

4. Payment

4.1 The Customer must comply with the payment terms specified in the invoice and pay all amounts owing on or before the due date, without set-off, deduction, or withholding. An account is deemed paid only when cleared funds are received by the Supplier.

4.2 The Customer's payment terms will be clearly stated in the account acceptance letter and on every invoice.

4.3 If a cheque drawn by the Customer has insufficient funds, an administration fee will be charged for each representation and/or dishonour.

4.4 The Supplier may withdraw credit terms or require security at any time in its absolute discretion and without notice to the Customer and may apply any Customer payment as the Supplier deems fit.

5. Payment Default

5.1 If the Customer defaults in payment by the due date, all money payable to the Supplier at a later date becomes immediately due and payable without notice. The Supplier may, without prejudice to any accrued rights or other remedy:

(a) Charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 plus 2 per cent for the period from the due date until full payment.

(b) Charge the Customer for all expenses and costs (including legal costs on a solicitor/own client basis) incurred due to the default and in taking recovery action.

(c) Cease or suspend supply of any further Goods, Services, or credit to the Customer.

(d) By written notice, terminate any contract with the Customer so far as unperformed by the Supplier.

5.2 Clause 5.1 may also be relied upon, at the Supplier's option:

(a) Where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or composition with creditors.

(b) Where the Customer is a corporation and enters into any scheme of arrangement or composition with creditors, or has a liquidator, provisional liquidator, administrator, receiver, or receiver and manager appointed, or any action is taken for liquidation, winding up, or dissolution.

5.3 In a dispute, the Customer is not entitled to withhold payment of any undisputed amount due to the Supplier.

General Terms and Conditions

6. Passing of Property in Goods & Security Interests (PPSA)

6.1 The Customer agrees that these Conditions constitute a Security Agreement for the purposes of the PPSA.

(a) These Conditions create a Security Interest in all Goods (and their proceeds) in favour of the Supplier to secure the purchase price for the Goods.

(b) The following sections of the PPSA do not apply: 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, and, to the extent section 115(7) applies, each section of Part 4.3 of the PPSA is excluded unless the Supplier elects in writing to retain Part 4.3 (which the Supplier may elect to do either in whole or in part).

(c) The Customer waives its right to receive notice of a verification statement in relation to registration of a Security Interest.

6.2 The Customer:

(a) Further agrees that these Conditions also create a Security Interest in all of the Customer's Other Property, although such Security Interest is not intended to prevent the Customer from transferring such Other Property in the ordinary course of the Customer's business.

(b) Separately charges all land owned now and in the future by the Customer whether owned alone or jointly as a tenant in common or as a joint tenant, in favour of the Supplier to secure payment and performance of all the Customer's obligations under these Conditions.

6.3 The Customer agrees:

(a) Title and property in all Goods remain vested in the Supplier and do not pass to the Customer.

(b) The Customer must hold the Goods as fiduciary bailee and agent for the Supplier.

(c) The Customer must whenever possible keep the Goods separate from its own goods.

(d) The Customer is required to hold the proceeds of any sale of the Goods on trust for the Supplier in a separate account.

(e) The Customer must deliver up all Goods to the Supplier immediately upon written demand.

(f) The Supplier may, without notice, enter any premises or land where it suspects the Goods may be and remove them, even if they have been attached to other goods not the property of the Supplier. For this purpose, the Customer irrevocably licenses the Supplier to enter such premises or land and indemnifies the Supplier against all costs, claims, demands, or actions by any party arising from such action, until full payment in cleared funds is received for all Goods supplied and all other amounts owing to the Supplier.

6.4 The Customer may resell the Goods in the ordinary course of its business (but may not otherwise sell or encumber the goods). If resold, the Customer receives the proceeds of resale as trustee for the Supplier, to be held on trust for the Supplier. The Supplier is entitled to trace the proceeds of resale.

6.5 To assure performance of its obligations, the Customer grants the Supplier an irrevocable power of attorney to do anything the Supplier considers necessary under these Conditions. The Supplier may recover from the Customer the cost of doing anything under this clause, including registration fees.

7. GST and Duties

7.1 Prices for the supply of Goods and/or Services exclude sales tax, consumption or goods and services tax, and any other taxes, duties, or imposts.

7.2 If prices do not expressly indicate inclusion of GST, the Customer will pay the Supplier the price plus GST.

8. Delivery of the Goods

8.1 Any period or date for delivery of Goods and/or Services stated by the Supplier is an estimate only and not a contractual commitment. The Supplier may deliver orders in part or in whole.

8.2 All costs of freight, insurance, and other charges associated with delivery to the agreed address are borne by the Customer.

8.3 If the Customer is unable or fails to accept delivery of the Goods, the Customer is liable for all costs incurred by the Supplier due to storage, detention, double cartage, travel expenses, or similar causes.

8.4 If deliveries are less than the Supplier's minimum load requirements, an additional cartage charge applies at the Supplier's ruling rates.

8.5 Quotations are based on delivery by the shortest access route. If roads are closed preventing this, the Supplier may charge for additional costs incurred, including additional toll fees.

8.6 Delivery will only be made during Normal Hours. If delivery is requested outside Normal Hours and can be accommodated, an additional cartage charge applies at the Supplier's rates.

8.7 The Supplier is not liable for delay or non-delivery (or associated costs) attributable to transport delays, plant or equipment breakdowns, unavailability or shortage of materials, industrial stoppages, or any other cause beyond the Supplier's direct control.

8.8 Delivery will only be made to the kerbside. If, at the Customer's request, the delivery vehicle enters the job area, the Supplier is not liable for, and is indemnified by the Customer against, any claims by or through the Customer or any third party arising from such entry or the vehicle's presence in the job area.

8.9 All vehicles involved in providing Goods and/or Services will be granted appropriate site access at all times. The Customer agrees that wait times for a delivery will not exceed 10 minutes from arrival at the specified site, after which the Supplier's standard wait time charges apply.

9. Testing

9.1 If the Customer requires Goods and/or Services to be subject to special testing or inspection, the Customer agrees to pay all associated costs. Testing and inspection must be carried out in accordance with relevant Main Road Technical Standards or Qld Department of Transport & Main Roads Test Procedure by a NATA-approved testing laboratory.

9.2 Any inspector or other person attending the Supplier's premises on behalf of the Customer must be authorised in writing by the Customer and receive prior consent from the Supplier. The Customer is responsible for all of that person's acts or omissions while at the Supplier's premises.

9.3 The Customer must provide the Supplier with copies of all authorisations, test results, measurements, and reports prepared by or for the Customer relating to the Goods and/or Services within 5 days of receipt.

10. Risk and Insurance

10.1 All risk in any Goods supplied and all insurance responsibility for theft, damage, or otherwise passes to the Customer immediately upon delivery.

10.2 The Customer must maintain the following insurances with a reputable insurer authorised under the Insurance Act 1973 (Cth) at all relevant times:

(a) Public liability insurance for an amount not less than \$20 million per claim or any higher amount reasonably required by the Supplier.

(b) Relevant insurance for the works contemplated in the quotation ("Insurance"), and warrants that the Insurance is in place as at the date of this contract.

10.3 The Customer must produce evidence of the Insurance on demand, to the Supplier's satisfaction.

General Terms and Conditions

10.4 Upon written request by the Supplier, each Insurance policy required under clause 10.2 must note the Supplier's interest.

II. Force Majeure

11.1 Without limiting clause 12, the Supplier is not liable for non-performance or delays occasioned by causes beyond its reasonable control, including but not limited to:

- (a) acts of God;
- (b) flood, fire, earthquake or explosion;
- (c) war, invasion, hostilities (whether war is declared), terrorist threats or acts, riot or other civil unrest;
- (d) government order or law;
- (e) actions, embargoes or blockades;
- (f) action by any governmental authority;
- (g) national or regional emergency;
- (h) strikes, labour stoppages or slowdowns or other industrial disturbances;
- (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the relevant government agency as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness);
- (j) emergency state;
- (k) shortage of power or transportation facilities; and
- (l) other similar events.

11.2 The Customer is not entitled to recover damages of any kind from the Supplier for non-performance or delays arising from matters contemplated by this clause.

12. Liability

12.1 Except as specifically set out herein, any term, condition, or warranty regarding the quality, fitness for purpose, condition, description, assembly, manufacture, design, or performance of the Goods and/or Services, whether implied by statute, common law, trade usage, custom, or otherwise, is expressly excluded.

12.2 The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, however caused, arising from the supply of the Goods and/or Services, including but not limited to loss of turnover, profits, business, or goodwill.

12.3 The Supplier is not liable for any loss, damage, or claim suffered by the Customer where the Supplier has failed to meet any delivery date or cancels or suspends the supply of Goods and/or Services.

12.4 Nothing in these Conditions is to be interpreted as excluding, restricting, or modifying the application of any State or Federal legislation applicable to the sale of Goods and/or Services which cannot be excluded, restricted, or modified. If any of these Conditions is inconsistent with such legislation, such Conditions must be read down only to the extent necessary to comply with such legislation and will otherwise apply to the fullest extent legally possible.

12.5 If the Customer is a "consumer" within the meaning of Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any Goods supplied are not of a kind ordinarily acquired for personal, domestic, or household use or consumption, the Supplier's liability for a breach of a condition, warranty, or guarantee (whether express or implied) is limited, at the Supplier's determination, to one of the following:

- (a) The replacement of the Goods or the supply of equivalent Goods; or in the case of Services, supplying the Services again or paying the cost of having the Services supplied again.

- (b) The payment of the cost of replacement of the Goods or of acquiring equivalent Goods.

13. Indemnity

13.1 The Customer indemnifies the Supplier and its successors and permitted assignees against any claim, proceeding, cost, liability, loss (including consequential loss), damage, or expense (including legal and other professional costs on a full indemnity basis) incurred or suffered by the Supplier as a direct or indirect result of:

- (a) A breach of an Agreement by the Customer.
- (b) Personal injury, death, or loss of or damage to real or personal property caused or contributed to by the Customer or its employees and/or contractors.
- (c) Any infringement of intellectual property or other rights of any person arising in connection with any plans, drawings, or other material provided by (or authorised by a third party to provide to) the Supplier for the purpose of providing the Goods and/or Services.
- (d) Any failure of any facilities and equipment at the site(s) specified in the quotation to meet all applicable laws, regulations, and standards, or otherwise be suitable for deliveries or provision of Services.
- (e) Any damage, leakage, spillage, breakage, or contamination during or caused by delivery of the Goods and/or provision of the Services.

13.2 This indemnity extends to the Supplier's liability to third parties arising from the Goods and/or Services, including liability to Governmental or regulatory authorities and consumers for unsafe or defective goods or services. The indemnity applies whether or not the Supplier or its representatives have been negligent or are at fault and does not limit any further compensation rights of the Supplier or its Representatives.

13.3 This clause 13 continues despite the termination of this Agreement.

14. Cancellation (General)

The Customer may only cancel an order (or part thereof) by written notice to the Supplier received by the Supplier prior to the vehicle involved in the provision of Goods and/or Services being loaded. In such event, the Customer is liable for and must pay to the Supplier on demand in cleared funds all costs and expenses incurred by or on account of the Supplier prior to the time of cancellation that relate directly or indirectly to the cancelled order.

15. Claims and Disputed Quantities

15.1 All Goods are sold on a non-returnable, non-refundable basis and, subject to clause 15.3, may only be returned if damaged by the Supplier upon delivery or incorrectly supplied by the Supplier.

15.2 Any claim by the Customer that Goods are damaged or incorrectly supplied must be made in writing to the Supplier within 5 business days of receipt of the Goods. The Customer must provide a reasonable opportunity for the Supplier to inspect the Goods. The Supplier's only liability (if any) is limited to the resupply of the Goods.

15.3 The Supplier may, in its sole and absolute discretion, agree to accept a return of some or all of the Goods, but all such Goods returned are subject to a minimum 25% handling fee.

15.4 All Goods and/or Services provided under a Customer's order are deemed satisfactory unless the Customer advises the Supplier otherwise in writing within 5 days of the later of:

- (a) The date of delivery of the Goods; or
- (b) The date of completion of the Services.

15.5 The Customer must include full particulars of its reasons for claiming the Goods and/or Services are unsatisfactory in its notice to the Supplier.

General Terms and Conditions

15.6 Where the Customer alleges any deficiency in quantity compared to that specified in the delivery docket, the Customer must notify the Supplier's contact of any such claim within 24 hours of delivery and provide written confirmation with full particulars in support of its claim within 5 days of delivery.

16. Entire Agreement

This Agreement contains everything the parties have agreed on in relation to the matters it deals with. Neither party can rely on an earlier document, or anything said or done by the other party, or by an employee or representative of that party, before this Agreement was executed, save as permitted by law.

17. Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is effective only if it is in writing and signed by the party granting it. A written waiver by a party is effective only in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

18. Subcontracting

The Supplier reserves the right to sub-contract the whole or part of the work under an Order, provided that any act of sub-contracting will not relieve the Supplier of its obligations under this Agreement or the order.

19. Assignment

Neither party may assign its rights or obligations under this Agreement or an order to any person without the prior written consent of the other party.

20. Termination

No party is entitled to terminate this Agreement or cancel an order except as expressly permitted in this Agreement. If this Agreement is terminated or an order is cancelled for any reason, each party retains its rights under this Agreement or that order at law, in respect of any breach of this Agreement or that order, by the other party.

21. Governing Law and Jurisdiction

This Agreement and any order is governed by the law of the State of Queensland. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction of those courts on any basis.

22. Severability

If a clause or part of a clause can be read in a way that makes it illegal, unenforceable, or invalid, but can also be read in a way that makes it legal, enforceable, and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable, or invalid, that clause is to be treated as removed from this Agreement or an order, but the rest of this Agreement or that order is not affected.

Rowcon Waste Skip Bins

These terms apply specifically to skip bin services provided by Rowcon Waste Management Pty Ltd (ABN 56 640 572 765). If there is any conflict with other terms in this document, these terms will take priority over any other terms of trade for skip bin services, unless expressly varied in writing.

I. Skip Bin Orders

Submitting a purchase order (via website, verbally, or email) to Rowcon constitutes an offer to enter a contract for refuse bin services with Rowcon Waste Management Pty Ltd. Upon receipt of confirmation of that order, customers are bound by a contract to purchase the services requested, subject to cancellation or variation rights set out in these terms.

2. Pricing Policy

The price of the services is that stated at the time of acceptance of your purchase order, unless otherwise expressly agreed in writing. Prices include GST and the cost of delivery and removal of bins. Prices quoted are based on information provided by customers at the time of purchase. Rowcon Waste Management Pty Ltd reserves the right to vary prices if that information is incorrect.

3. Trading Terms & Hire Periods

- **Cash on Delivery Customers:** Pricing includes delivery, **7 Day Bin Hire** (with payment made prior to delivery) and collection. Extended hire will incur a hire fee of **\$18 + GST for each additional day**.
- **Account Customers:** Pricing includes skip delivery, **30 Day Bin Hire** (invoiced on delivery) and collection. For extended hire, a rate of **\$25 + GST per week** will be applied.

4. Booking Notice

Cash on Delivery Customers must make payment for their order upon submission by direct deposit, EFTPOS, or credit card directly to Rowcon Waste Management Pty Ltd.

5. Bin Filling Limits & Allowable Weights

Any refuse bin filled above the top rail and overloaded will incur a futile callout charge and may be liable for additional weight and bin hire charges. It is the customer's cost to unload the refuse bin to a safe working level. Any refuse exceeding the maximum allowed weight will be charged as a Heavy Waste Bin. Allowable weights are displayed on our website and are as follows: 2m-2t, 3m-3t, 4m-4t, 6m-6t, 8m-6t. Rowcon Waste Management Pty Ltd maintains the right to refuse any and all bin collections in compliance with all Government transport, Workplace Health and Safety, and Chain of Responsibility regulations. It is the customer's cost to unload the refuse bin to a safe working load and the customer is liable for additional bin hire charges if the refuse bin cannot be collected promptly.

6. Prohibited Items

The following items are prohibited from being placed in bins: Asbestos, Fibre cement sheeting, Gas cylinders, Batteries, Tyres, Hazardous materials, Medical waste, Wet concrete, Fibreglass, Food waste, Liquids, Paints, Fire extinguishers, Flammable liquids.

Please note: Prohibited items will incur a futile charge, and the customer is liable for any additional remediation costs incurred by Rowcon as a result of managing the prohibited material.

7. Additional Charges

Additional charges may apply for futile callout charges, non-standard and/or prohibited waste items, including but not limited to:

- Futile callout fee: \$165 + GST
- Relocate Bin onsite/or to another site: \$165 + GST

- Out Of Service Area Charge: \$125 + GST
- Tyre disposal: \$55 + GST
- Fire Extinguisher: \$110 + GST
- Gas Cylinder: \$110 + GST
- Mattresses: \$88 + GST

8. Skip Bin Delivery

Rowcon Waste Management Pty Ltd will deliver refuse bins on the agreed delivery date. However, delivery times can and may vary. To obtain an approximate delivery time, customers can contact the Rowcon Waste Management Pty Ltd office via phone or email. Late delivery does not entitle customers to cancel any order or part order. Refuse bins are to be located within a customer's property boundary. Requests to position a refuse bin on public land or nature strips will be at the customer's liability. Council-issued permits are the responsibility of the customer or contractor to obtain. Refer to your local Council for specific advice. Rowcon Waste Management Pty Ltd will not be held liable for any fines due to improper bin placement. While the delivery driver will take all due care, Rowcon Waste Management Pty Ltd cannot be responsible for the structural integrity of driveways or grounds (due to subsoil conditions, wet weather, or any other contributing factors). No liability is accepted during the delivery and collection of bins. Any occurrence of damage caused above or below ground, whether on a customer's property or elsewhere, will be at the customer's expense.

9. Refunds

Rowcon Waste Management Pty Ltd will provide a full refund of fees paid in respect of:

- (a) Any ordered services not provided; or
- (b) Any services provided not being substantially the same as the services requested at the time of purchase and when the customer notifies Rowcon Waste Management Pty Ltd of the request for refund within 5 working days of the scheduled delivery date for the service.

10. Cancellation of Orders

Customers are entitled to cancel or vary an order provided that Rowcon Waste Management Pty Ltd receives notice of the variation or cancellation no less than two (2) working days before the delivery date requested in the order. Any other variation to the order will be granted at Rowcon Waste Management Pty Ltd's sole discretion and subject to payment of reasonable costs. In the event an order is cancelled by Rowcon Waste Management Pty Ltd, the customer will receive a full refund of all monies paid in advance for the cancelled order.

II. Risk (Skip Bins)

Customers are liable for any damage to refuse bins which occurs while the customer has possession of the bin, subject to fair wear and tear.

12. Usage of the Skip Bins (Prohibited Actions)

While refuse bins are in the customer's possession, the customer is forbidden to:

- (a) Light fires in the bin.
- (b) Place or allow any liquids or any explosive, toxic, dangerous, hazardous, or noxious materials (including but not limited to asbestos, acids, solvents, minerals, gas bottles, fire extinguishers, tyres, greases, silica dust, food waste, wet paint, or liquid concrete) into the bins. If found, we reserve the right to refuse the load and/or pass on the extra costs to the customer to dispose of the waste lawfully.
- (c) Fill any bin higher than the top of its sides, in such a manner that spillage of material from the refuse bin can occur, either while stationary or in transit.
- (d) Move any bin without Rowcon Waste Management Pty Ltd's consent.

13. Liability Limitation (Skip Bins)

The liability of Rowcon Waste Management Pty Ltd for any claim, damages, loss, or expense related to the supply of skip bin services is limited to the cost paid by the customer for those services, except where statute expressly requires otherwise. To the fullest extent permitted by law, Rowcon Waste Management Pty Ltd will not be liable in any event, whether in tort (including negligence), contract, or otherwise, for any loss of profits or any consequential, indirect, or special damage, loss, or injury of any kind suffered by the customer or any other person in relation to skip bin services. Rowcon Waste Management Pty Ltd will not be liable for any failure or delay in complying with any obligation imposed by these terms if the failure or delay arises directly from any circumstance beyond Rowcon Waste Management Pty Ltd's control, including, without limitation, fire, flood, earthquake, explosion, war, insurrection, sabotage, industrial disputes, transportation, embargo, changes in law, delays or disruption by government or government agencies.

14. Changes to Terms and Conditions (Skip Bins)

Rowcon Waste Management Pty Ltd may alter these terms at any time by placing notification that the terms have been revised on the website (www.rowcon.com.au). By continuing to access the website, the customer agrees to be bound by the amended terms and conditions.