



KANGA BINS



ROCKHAMPTON

ABN:40018370022

CONDITIONS OF HIRE

1. DEFINITIONS

- a. "Provider" is KANGA BINS (ABN 40 018 370 022)
- b. "Customer" refers to the person or organisation who requests services from the *Provider*.
- c. "Product" refers to any waste storage device owned by the *Provider* to facilitate waste removal services upon the *Customers'* request.
- d. "Service Area" refers to the vicinity the *Providers'* waste management service operates.
- e. "Job Site" refers to a location, where *Product* hire shall occur.
- f. "Hazardous/Toxic Waste" refers to:
 - i. Asbestos
 - ii. Tyres
 - iii. Batteries
 - iv. Paint or Oil Based Products
 - v. Gas bottles
 - vi. Toxic/Corrosive Products
 - vii. Explosives or Flammable Materials

2. KANGA BINS SHALL:

- a. Deliver the requested *Product* to the *Job Site* specified by the *Customer*.
- b. Provide rental of the *Product* for a period of up to seven (7) days.
- c. Remove the *Product* from the specified *Job Site*.
- d. Responsibly dispose of all materials collected throughout rental period.
- e. Manage all accounts held by *Customers* and provide any relevant information upon *Customers'* request.

3. THE CUSTOMER SHALL:

- a. Be liable for any loss and/or damage sustained to the *Product* and/or *Job Site* whilst the *Product* is on the *Job Site* or under control of the *Customer*.
- b. Ensure the *Product* is not excessively filled or dangerously loaded.
- c. At no time, use the *Product* for any purpose other than waste material collection. (ie Incineration purposes)
- d. Guarantee the *Product* does not contain any hazardous or toxic waste as defined by applicable laws or regulations of the Commonwealth, States & Territories.
- e. Not utilise mechanical means will be used to compact the contents of the *Product*.
- f. Acknowledge that, excluding previously obtained private rental agreements arranged between the *Customer* and the *Provider*, all *Product* hire is strictly seven (7) days and additional charges will occur for late return of the *Product*.
- g. The *Customer* must pay the hire fee upon or prior to delivery of the *Product*. Excluding *Customers'* who hold a current account or have arranged an alternate method of payment with the *Provider*.
- h. Ensure that the *Provider* has clear and safe access to the *Job Site*. If on the service day the *Product* or *Job Site* is inaccessible, the *Provider* will notify the *Customer* to arrange an additional collection attempt. Additional collection fees or charges may apply.
- i. Indemnify the *Provider* of all liability whilst any *Product* is in control or possession of the *Customer*.

4. TERMS:

- a. All *Products* remain the property of the *Provider*.
- b. The contents of the *Product* will remain the property of the *Customer* until all hire charge is paid in full. If the *Customer* refuses to pay the hire fee, the *Provider* reserves the right to enter the *Job Site*, empty the contents of the *Product* at the *Job Site* and remove the *Product* from the *Job Site* without notice. Additional fee may apply.
- c. The *Provider* may enter any *Job Site* where a *Product* is located with out the risk of trespassing violations.
- d. The location of the *Job Site* must be within the *Provider's Service Area*.
- e. Additional charges may apply to any *Customer* requesting hire of a *Product* where the *Job Site* is outside the *Provider's Service Area*.
- f. If at anytime, *Hazardous/Toxic Waste* is identified in a *Customers Product*, all applicable regulatory officials will be notified immediately and the *Customer*, in addition to the rental fee, will forfeit the entire cost of disposal and/or any fines resultant of the offence.
- g. The *Provider* reserves the right to deny service or remove any material from the *Product* to ensure the load is classified as safe and secure.
- h. All outstanding accounts will be handled by an external debt recovery service. All debt recovery cost will be incurred by the client.
- i. The *Provider* reserves the right to change Fees and/or Charges at their discretion.
- j. The *Provider* reserves the right to enter any *Customers' Job site* to retrieve any *Product* without fear of litigation.
- k. All EFTPOS transaction will attract an additional charge of \$1.00 per transaction. This fee will be payable by the *Customer* and will be added to the total of the transaction.
- l. Bins that weigh over the recommended carrying weight maybe charged extra.
 - 2 cubic metre – up to 1.5 tonne,
 - 3 cubic metre – up to 2 tonne
 - 4 cubic metre – up to 2.5 tonne
 - 6 cubic metre – up to 3 tonne
 - 8 cubic metre – up to 6 tonne