



KANGA BINS



ROCKHAMPTON

ABN:40018370022

LIFTABLE BIN CONDITION 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 costs accumulated throughout this process will be forfeited by the Customer.
- 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.

5. IN-SERVICE INSPECTION:

- a. Prior to each use or shift, lifting devices shall be visually inspected to ensure the device is free of any significant damage or wear and markings are legible.
- b. If any of the following defects are visible, the lifting device shall immediately be withdrawn from service.
 - i. Cuts
 - ii. Nicks
 - iii. Gouges
 - iv. Cracks
 - v. Excessive Corrosion
 - vi. Heat Damage
 - vii. Bent or Distorted Components
 - viii. or Any other defect

6. DECLARATION

I/We;

1. Have read and understand all information supplied within this document and therefore agree to comply with all terms listed.
2. Agree that the product was inspected, and from this inspection deemed appropriate for use and in good working order.

Signature

Date: ____/____/____

Printed Name

Bin Serial
