

Lirea Pty Ltd T/A "Vasse Bins" – Terms & Conditions of Trade

1. Definitions

- 1.1 "Vasse Bins" means Lirea Pty Ltd T/A "Vasse Bins", its successors and assigns or any person acting on behalf of and with the authority of Lirea Pty Ltd T/A Vasse Bins.
- 1.2 "Customer" means the person/s hiring Equipment as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3 "Equipment" means all Equipment which is supplied on hire by Vasse Bins to the Customer. The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation document provided by Vasse Bins to the Customer.
- 1.4 "General" equipment means equipment which is supplied on hire by Vasse Bins to the Customer for general waste purposes only.
- 1.5 "Mixed" equipment means equipment which is supplied on hire by Vasse Bins to the Customer for mixed waste purposes only.
- 1.6 "Maximum Hire Period" means the Maximum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by Vasse Bins to the Customer.
- 1.7 "Price" means the Price payable for Equipment hire as agreed between Vasse Bins and the Customer in accordance with clause 4 below.

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Equipment.
- 2.2 These terms and conditions may only be amended with Vasse Bins consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Vasse Bins.

3. Change in Ownership " Customer "

- 3.1 The Customer shall give Vasse Bins 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, or business practice). The Customer shall be liable for any loss incurred by Vasse Bins as a result of the Customer's failure to comply with this clause.

4. Price and Payment

- 4.1 At Vasse Bins sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by Vasse Bins to the Customer; or
 - (b) the Price as at the date of delivery of the Equipment according to Vasse Bins current price list; or
 - (c) Vasse Bins quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 Vasse Bins reserves the right to change the Price if a variation to Vasse Bins quotation is requested, or where due to increases in foreign exchange rates, or any increases to Vasse Bins in the cost of materials or labour which are beyond Vasse Bins reasonable control.
- 4.3 Time for payment for the Equipment being of the essence, the Price will be payable by the Customer on the date/s determined by Vasse Bins, which may be:
 - (a) on delivery of the Equipment;
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by Vasse Bins.
- 4.4 Payment may be made by cash, electronic/on-line banking, or by any other method as agreed to between the Customer and Vasse Bins.
- 4.5 Unless otherwise stated the Price shall include GST.

5. Delivery of Equipment

- 5.1 Delivery of the Equipment is taken to occur at the time that:
 - (a) Vasse Bins (or Vasse Bins nominated carrier) delivers the Equipment to the Customer's nominated address even if the Customer is not present at the address.
- 5.2 Unless otherwise stated, the cost of delivery is included in the Price.
- 5.3 Vasse Bins may deliver the Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.4 Any time or date given by Vasse Bins to the Customer is an estimate only. The Customer must still accept delivery of the Equipment even if late and Vasse Bins will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

6. Hire Period

- 6.1 Hire charges shall commence from the date when the Equipment is delivered to the Customer by Vasse Bins and will continue until the expiry of the Maximum Hire Period (in accordance with clause 6.4 and 6.5 below).
- 6.2 No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless Vasse Bins confirms special prior arrangements in writing.
- 6.3 Vasse Bins, at their discretion, reserve the right to charge an additional hire price for Equipment exceeding the Maximum hire period unless otherwise pre-approved by Vasse Bins.
- 6.4 Maximum hire period for "General" equipment being seven (7) Days from delivery date.
- 6.5 Maximum hire period for "Mixed" equipment being twenty eight (28) Days from delivery date.

7. Risk to Equipment

- 7.1 Risk of damage to or loss of the Equipment passes to the Customer on Delivery.
- 7.2 If any of the Equipment is damaged or destroyed following delivery, Vasse Bins is entitled to receive all insurance proceeds payable for the Equipment. The production of these terms and conditions by Vasse Bins is sufficient evidence of Vasse Bins rights to receive the insurance proceeds without the need for any person dealing with Vasse Bins to make further enquiries.
- 7.3 If the Customer requests Vasse Bins to deliver the Equipment to an unattended location then such Goods

shall be left at the Client's sole risk.

8. Default and Consequences of Default

- 8.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Vasse Bins sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 8.2 If the Customer owes Vasse Bins any money the Customer shall indemnify Vasse Bins from and against all costs and disbursements incurred by Vasse Bins in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, Vasse Bins collection agency costs, and bank dishonour fees).
- 8.3 Without prejudice to any other remedies Vasse Bins may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Vasse Bins may suspend or terminate the supply of Equipment to the Customer. Vasse Bins will not be liable to the Customer for any loss or damage the Client suffers because Vasse Bins has exercised its rights under this clause.
- 8.4 Without prejudice to Vasse Bins other remedies at law Vasse Bins shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Vasse Bins shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to Vasse Bins becomes overdue, or in Vasse Bins opinion the Customer will be unable to make a payment when it falls due;
 - (b) 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
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

9. Cancellation

- 9.1 Vasse Bins may cancel any contract to which these terms and conditions apply or cancel delivery of Equipment at any time before the Equipment is delivered by giving written notice to the Customer. On giving such notice Vasse Bins shall repay to the Customer any money paid by the Customer for the Equipment hire. Vasse Bins shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 9.2 In the event that the Customer cancels delivery of the Equipment hire the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Vasse Bins as a direct result of the cancellation (including, but not limited to, any loss of profits).

10. Privacy Act 1988

- 10.1 The Customer agrees for Vasse Bins to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by Vasse Bins.
- 10.2 The Customer agrees that Vasse Bins may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (a) to assess an application by the Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Customer.

The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

- 10.3 The Customer consents to Vasse Bins being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 10.4 The Customer agrees that personal credit information provided may be used and retained by Vasse Bins for the following purposes (and for other purposes as shall be agreed between the Customer and Vasse Bins or required by law from time to time):
 - (a) the provision of Goods/Equipments; and/or
 - (b) the marketing of Goods/Equipment by Vasse Bins, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to Equipment hire.
- 10.5 Vasse Bins may give information about the Customer to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Customer;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 10.6 The information given to the credit reporting agency may include:
 - (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
 - (c) advice that Vasse Bins is a current credit provider to the Customer;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of Vasse Bins, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);

- (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Customer by Vasse Bins has been paid or otherwise discharged.

11. General

- 11.1 The failure by Vasse Bins to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Vasse Bins right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which Vasse Bins has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 11.3 Vasse Bins shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Vasse Bins of these terms and conditions (alternatively Vasse Bins liability shall be limited to damages which under no circumstances shall exceed the Price of the Equipment hire).
- 11.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Vasse Bins nor to withhold payment of any invoice because part of that invoice is in dispute.
- 11.5 Vasse Bins may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 11.6 The Customer agrees that Vasse Bins may amend these terms and conditions at any time. If Vasse Bins makes a change to these terms and conditions, then that change will take effect from the date on which Vasse Bins notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Vasse Bins to provide Goods/Equipment to the Customer.
- 11.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 11.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

12. Title to Equipment

- 12.1 The Equipment is and will at all times remain the absolute property of Vasse Bins.
- 12.2 If the Customer fails to return the Equipment to Vasse Bins then Vasse Bins or Vasse Bins agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
- 12.3 The Customer is not authorised to pledge Vasse Bins credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

13. Vasse Bins Responsibilities

- 13.1 Vasse Bins shall supply all Equipment in a safe, useable and (where applicable) roadworthy condition.
- 13.2 Vasse Bins shall be responsible for all ordinary and extraordinary costs of running the Equipment during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the Customer.

14. Client's Responsibilities

- 14.1 The Customer shall:
 - (a) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to take a lien over the Equipment;
 - (b) not remove the Equipment from the place where it is deposited without first obtaining written permission from "Vasse Bins";
 - (c) ensure that at the time of collection, there is a clear space at one end of the Equipment giving vehicles sufficient access to effect collection and removal of Equipment;
 - (d) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark or number on or in the Equipment or in any other manner interfere with the Equipment;
 - (e) use the Equipment solely for the Customer's own works and shall not permit the Equipment of any part thereof to be used by any other party for any other work;
 - (f) not allow the Equipment to be used or carry any illegal, prohibited or dangerous substance;
 - (g) abide by guidelines as marked on Equipment with regard to the filling/over filling of Equipment. Vasse Bins reserve the right to off load any excess material at the Customer's property, prior to removal of Equipment, should the Equipment and its contents be deemed unsafe for transport on Public Roads. If any, the Customer shall reimburse "Vasse Bins" for any abortive costs incurred.
- 14.2 Immediately on request by Vasse Bins the Customer will pay:
 - (a) all costs of repairing any damage caused by the ordinary use of the Equipment up to an amount equal to ten percent (10%) of the new list price of the Equipment;
 - (b) the cost of repairing any damage to the Equipment caused by willful or negligent actions of the Customer or the Customer's employees;
 - (c) the cost of repairing any damage to the Equipment caused by vandalism, or (in Vasse Bins reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Customer;
 - (d) any insurance excess payable in relation to a claim made by either the Customer or Vasse Bins in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Customer and irrespective of whether charged by the Customer's insurers or Vasse Bins.