



## CONDITIONS OF HIRE – CASH ACCOUNT CUSTOMERS

**1. Definitions:** - “Customer” is the person or corporation contracting with WM for the hire of a Hire Bin. “Hire Bin” means any bin supplied by WM to the customer for the storage of waste for removal by WM and includes any padlock, chain, warning lights or similar fittings and attachments. “WM” means WM Waste Management Services Pty. Ltd. ABN 69 897 425 789 and its authorised agents assigned servants and employees.

**2. Acceptance:** -The Customer acknowledges that by accepting delivery of a Hire Bin from WM and receiving the Conditions of Hire, the Customer is bound by the terms and conditions hereon.

**3. Damage:** - From the moment of delivery of the Hire Bin to the Customer’s site the responsibility for the care of that bin becomes that of the Customer. The Customer acknowledges that is must meet the cost of making good any damage to the Hire Bin that does not arise from fair wear and tear or the collection of emptying of the Hire Bin by WM or its authorised agents. WM may invoice the Customer for the reasonable costs rectifying any such damage as necessary from time to time during or at the end of any period of hire. In the event that reasonable repair costs exceed the replacement value of the bin, WM Waste will limit your liability to the Replacement Value only.

**4. Indemnity:** - The Customer warrants to WM and will indemnify WM against loss arising from inaccuracy in the following: (a) That it is authorised to direct the placement of the Hire Bin on the site it nominates, to maintain full and free access by WM to it; (b) That the site nominated by the Customer is capable of supporting the Hire Bin and any material placed therein and any driveway or other route to be used by WM in collecting or emptying the Hire Bin is capable of supporting a vehicle of the size and fully laden weight usually associated with waste collection vehicles and all necessary permits or other permissions required for placement of the Hire Bin and disposal of the types of wastes placed in the bin have been obtained;

**5. Dangerous Goods:** - The Customer must not place or cause or suffer to be placed in the Hire Bin any free-flowing liquids or viscous materials or any prohibited substance under the Dangerous Goods Act 1985 unless previous agreement has been reached with WM in writing permitting such disposal and the Customer has complied with WM’s requirements for the handling of such waste.

**6. Unauthorised Material:** - The Customer must not place or cause or suffer to be placed in the Hire Bin any material which the Customer is not legally empowered to dispose of and any material deposited in the Hire Bin becomes the absolute and exclusive property of WM from the moment of collection. WM is authorised by the Customer to dispose of such material as it chooses.

**7. Overloading:** - The Customer must not place or cause or suffer to be placed in the Hire Bin any material which exceeds the water level of the Hire Bin or in any other case exceeds any point 300mm higher than the water level. WM may decline to empty any Hire Bin until the Customer complies and is entitled to claim a collection fee for each such attendance



**8. Liability:** - WM is not liable for any loss or damage of any description whatever its cause including but not limited to any damage arising from delay in collection or from negligence on the part of WM or its servants or agents to the property of the Customer or its servants or agents which arises in the course of depositing or removing any Hire Bin or the contents thereof.

**9. Inability to transport Prescribed Waste:** - The Customer hereby acknowledges that WM does not hold any permit or licence which may be required to transport a prescribed waste pursuant to the terms of the Environment Protection Act. Unless agreed in writing with the Customer WM takes no responsibility for transporting any substance the transport, possession or disposal of which is prohibited or regulated by law and the Customer agrees to indemnify WM for any penalty, loss or damage it may suffer as a consequence by compensating WM therefor within fourteen days of notice to the Customer of such penalty, loss or damage being incurred.

**10. Bin Placement:** - The Customer must notify WM of any actual or anticipated change to existing access to any Hire Bin that requires the relocation of the Hire Bin on the Customer's site in order to permit WM clear access for the purpose of emptying or removal. The Customer must pay WM the reasonable cost of relocating or regaining access to a Hire Bin and otherwise indemnify WM against damage of any description whatever its cause that occurs in the process of relocating, removing or emptying the Bin where access has altered.

**11. Attendance Fee:** - The Customer agrees that WM may invoice an appropriate attendance fee for any attendance by WM to remove or empty the Hire Bin on a previously agreed date where the Customer requests that such collection or removal be delayed to another time and the Customer will thereby be liable to pay such fee as is invoiced within fourteen days.

**12. Australian Consumer Law and Fair Trading Act:** - Nothing contained in these terms and conditions is intended to operate and exclude or modify any terms, conditions or warranties by the law to be incorporated herein by operation of the Australian Consumer Law and Fair Trading Act 2012 or other applicable State or Commonwealth Legislation.

**13. Non Payment:** - If the bin is not paid for within five days, the bin content may be emptied on the customer's property.

**14. Bin Hire:** - The service cost makes provision for a hire period of the bin:

14a. 3 days hire

14b. Additional days over and above three days - \$25.00 per day