



TERMS AND CONDITIONS FOR BIN HIRE

NOTE: Company refers to Queensland Recycling (Trading as Alex Fraser Queensland) – ABN 33 070 222 847.

1. All rates are **GST inclusive**, and cover bin hire, drop off, pick up and load disposal fees.
2. Prices are based on:
 - a. current costs of transport, labour, fuel and materials; and in the event of any variation to these costs prior to delivery, the Company may adjust the price accordingly; and
 - b. delivery being made during normal operating hours; and in the event of deliveries being required outside these hours, additional costs will be quoted and payable by the Customer.
3. Each bin hire period is for seven (7) calendar days. Additional days will be charged at the Company's current rate per calendar day or part thereof.
4. Bins will only be placed within property boundaries. The only exception to this is if the Customer has been issued with a permit by the relevant Council to place the bin outside the property boundary. This permit **MUST** be emailed to Company at sales-bri@alexfraser.com.au prior to the delivery of the bin. It is the responsibility of the Customer to ensure that any bins located outside property boundaries **MUST** meet the permit conditions and be satisfactorily barricaded with orange safety barrier.
5. Customers are to ensure that builders rubbish does not contain putrescible waste, tyres or asbestos. If these materials are found in bins, additional charges will be issued to the Customer.
6. The Customer must ensure that bins are legally loaded i.e. loaded to be below top of the bin sides and do not exceed eleven (11) tonnes.
7. If at the time of collection the Company's representative finds that the bin is overloaded (either by mass or weight), the Company cannot collect the bin and the Customer will be charged a futile/freight charge.
8. Futile load charges will also be issued to the Customer by the Company:
 - a. if the bin is not ready at the agreed collection time;
 - b. if the bin cannot fit on the site (ascertained at delivery time); or
 - c. if a Customer cancels the bin order after the bin is already in transit.
9. Delivery will only be made to the kerbside. If at the request of the Customer the delivery vehicle enters the job area, the Company shall not be liable for, and is hereby indemnified by the Customer, in respect of any claims made by or through the Customer or any third party which arises out of effecting such entry or by the presence of the vehicle in the job area.
10. During the delivery process, if a Customer representative is not present on site at the time of delivery to assist in guiding to the delivery location, the Company will not be held responsible for any damage to property.
11. Should damage occur to Company bins during a hire period, the Customer is liable for repair costs and will be notified of these costs upon final invoice.



Queensland Recycling Pty Ltd ABN 33 070 222 847

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12. Bins are not to be moved by the Customer in any circumstance. Should the Customer require the bin to be moved to another location, the Customer must contact the Company to arrange the relocation.
13. The Company shall not be liable in any matter whatsoever for delay in delivery or non-delivery (or any costs associated therewith) which is attributable to transport delays, plant or equipment breakdowns, industrial stoppages or any other cause whatsoever which is beyond the direct control of the Company.
14. The Customer shall pay the price to the Company prior to delivery of the bins or within any credit period agreed in writing. All amounts not paid within the agreed credit period shall be managed within the Company's policy on non-payment of invoices and may result in legal action being commenced against the Customer. If the Customer fails to make payment or if any dispute arises, the Company shall have the right as its option:
 - a. to suspend further performances of its obligations hereunder until the date of payment (plus interest, costs, charges and expenses as aforesaid) or settlement of the dispute; and/or
 - b. to terminate the contract at any time, in either case without affecting any right or remedy of the Company whether arising before, after, or as a result of the dispute or the customer's failure to make due payment.
15. Any claim in connection with the delivery or collection of bins must be made in writing to the Company within seven (7) days of delivery.
16. In the event of any dispute arising between the Customer and the Company, the Customer shall forthwith pay to the Company the amount claimed by the Company to be held by the Company until the determination of the dispute.
17. Any reference to the Customer in these terms and conditions includes employees, agents, sub-contractors, successors, assignees of, and any entity claiming through or under, the Customer. The actions or signatures of any person appearing to have the authority of the Customer to do so shall bind the Customer.
18. The Company shall not in any circumstances in any dispute be liable for any indirect or consequential loss or damage of any nature whatsoever.

Bin Measurements

| | | Length | Width | Height |
|----------------------------|----------|--------|-------|------------------------------|
| 10m ³ bin | External | 4.6m | 2.5m | 1.35m @ back 1.8m @ front |
| | Internal | 4.5m | 2.2m | 1.0m |
| 5m ³ batch bins | External | 5.3m | 1.2m | 1.7m |
| | Internal | 5.0m | 1.0m | 1.0m |

