

BINSMART GROUP PTY LTD

STANDARD TERMS AND CONDITIONS

Last update: April 2026

1. DEFINITIONS

In these Terms:

- **"Additional Charges"** means the charges set out in Schedule 1 and any other charges that apply under these Terms.
- **"BinSmart"** means BinSmart Group Pty Ltd ACN 694 350 037 and any associated corporate entities.
- **"Collection Date"** means the date agreed for collection of the bin.
- **"Customer"** means the person or entity that places an order with BinSmart.
- **"Hire Period"** means the period commencing on delivery and ending on the Collection Date.
- **"Prohibited Materials"** means the materials listed in clause 4.1.
- **"Restricted Materials"** means the materials listed in clause 4.2.
- **"Services"** means the delivery, hire and collection of skip bins by BinSmart.
- **"Site Address"** means the delivery address specified in the Customer's order.
- **"Terms"** means these Terms and Conditions of Hire, including Schedule 1.
- **"Working Day"** means a day that is not a Saturday, Sunday or public holiday in Victoria.
- **"Crane-Certified Bin"** means a skip bin independently certified as suitable for crane-lifting operations, including use on high-rise construction sites, in accordance with applicable Australian standards.

2. ACCEPTANCE

2.1 By placing an order (including by phone, online or electronically), the Customer agrees to be bound by these Terms.

2.2 These Terms constitute the entire agreement between BinSmart and the Customer in relation to the Services and supersede all prior representations, negotiations or agreements.

2.3 If the Customer is placing an order on behalf of a company or other entity, the Customer warrants that they have authority to bind that entity to these Terms.

2.4 BinSmart will make these Terms available to the Customer before or at the time of booking. A copy will be provided on request and is available on BinSmart's website.

3. SERVICE

3.1 BinSmart will:

- deliver the agreed skip bin to the Site Address; and
- collect the bin on the agreed Collection Date.

3.2 The standard hire period is 5 days, commencing the date of delivery of the bin to the Site Address (the **"Hire Period"**), unless otherwise agreed in writing at the time of booking.

3.3 Delay in Collection

If BinSmart is unable to collect the bin on the agreed Collection Date for any reason within BinSmart's control (including scheduling or operational delays), the Hire Period will be extended at no additional charge to the Customer until collection is completed. BinSmart will notify the Customer as soon as practicable of any such delay.

3.4 Extended Hire

If the Customer requires the bin beyond the standard Hire Period, the Customer must notify BinSmart in advance. Extended hire charges will apply from the day after the original Collection Date, as set out in Schedule 1, but only where BinSmart can demonstrate that the extension is attributable to the Customer's request or the Customer's failure to make the bin available for collection.

3.5 Same-Site Relocation

Where the Customer requests relocation of the bin to another position within the same site, a same-site relocation fee of \$150 applies per relocation, subject to BinSmart's operational capacity to accommodate the request.

3.6 Delivery and Collection Times

BinSmart will use reasonable endeavours to deliver and collect on the agreed dates but does not guarantee specific delivery or collection times. BinSmart is not liable for delays caused by traffic, weather, operational requirements or other circumstances beyond its reasonable control.

3.7 Bin Substitution

BinSmart reserves the right to substitute a bin of equivalent or greater capacity where the specified bin is unavailable.

3.8 Crane-Certified Skip Bins

3.8.1 Where a bin is required for crane-lifting operations on a high-rise construction site, the Customer must specify this at the time of booking. BinSmart will confirm availability and any applicable surcharge prior to confirming the booking. Not all bin sizes are available in crane-certified configuration and same-day or short-notice availability cannot be guaranteed.

3.8.2 BinSmart will supply a Crane-Certified Bin certified for crane-lifting in accordance with applicable Australian standards. The Customer is responsible for ensuring that crane operations, rigging, lift plans and site compliance meet all relevant workplace health and safety requirements, and that the certified Safe Working Load (SWL) is not exceeded at any time.

3.8.3 Any damage to a Crane-Certified Bin arising from improper lifting, overloading or non-compliance with certification requirements is the Customer's responsibility and will be invoiced at repair or replacement cost.

4. PROHIBITED AND RESTRICTED MATERIALS

4.1 Prohibited Materials The following must not be placed in any bin under any circumstances:

- liquids (including paints, oils, solvents and chemicals)
- hazardous, explosive, flammable or toxic materials
- medical or biological waste
- e-waste (unless separately agreed)
- any material that is unlawful to dispose of in Victoria

4.2 Restricted Materials The following materials may be accepted but will incur Additional Charges as set out in Schedule 1:

- asbestos or suspected asbestos-containing materials — with prior agreement only
- mattresses
- tyres
- large quantities of green waste (where not specified at time of booking)
- other materials advised by BinSmart from time to time

4.3 Consequences of Prohibited Materials

If Prohibited Materials are found in a bin:

- BinSmart may refuse collection and return the bin to the Customer;
- the Customer will bear all costs of removal, handling, transport and lawful disposal of those materials, plus a margin as set out in Schedule 1;

5. CUSTOMER RESPONSIBILITIES

5.1 The Customer is solely responsible for:

- all materials placed in the bin, regardless of who placed them;
- ensuring safe and suitable access to the Site Address for BinSmart's vehicles;
- complying with all applicable laws in relation to the use of the bin and disposal of waste; and
- the bin and its contents while the bin is on site.

5.2 Council Permits

Where a permit is required for placement of the bin on a road, verge or public area, BinSmart will obtain the permit on the Customer's behalf. The Customer must pay the council permit fee plus a \$40 administration fee. BinSmart will advise the Customer of the estimated permit cost and obtain the Customer's approval before lodging the application.

5.3 The Customer must not move the bin from the Site Address without BinSmart's prior written consent.

5.4 The Customer must not allow the bin to be used by third parties without taking full responsibility for their use.

6. LOADING REQUIREMENTS

6.1 The Customer must ensure:

- the bin is filled level with the rim only;
- no material protrudes above the bin walls; and
- the bin is not overloaded beyond its agreed weight limit.

6.2 BinSmart may, at its discretion:

- refuse to collect an overloaded or unsafely loaded bin; or
- apply Additional Charges as set out in Schedule 1.

6.3 Where BinSmart refuses collection under clause 6.2, the Customer remains liable for the full hire fee and any costs associated with returning to collect the bin once it has been made safe.

7. FEES AND PAYMENT

7.1 Base Hire Fee

The Customer must pay the agreed hire fee at the time of booking or prior to despatch of the bin, whichever is earlier. All fees are stated inclusive of GST unless expressly stated otherwise. The hire fee is non-refundable except as set out in clause 10.

7.2 Additional Charges

The Customer must pay all applicable Additional Charges as set out in Schedule 1, including but not limited to:

- excess weight;
- Prohibited or Restricted Materials handling;
- contamination, sorting or reprocessing costs;
- extended hire periods (where attributable to the Customer under clause 3.4);
- same site relocation;
- failed collection due to inaccessibility;
- recovery costs (including bogging or towing); and
- permit procurement costs (where applicable under clause 5.2).

Additional Charges are payable at the time they are incurred or, where this is not practicable, prior to collection of the bin. BinSmart will provide the Customer with a written invoice itemising all Additional Charges. Where Additional Charges cannot be calculated prior to collection (for example, excess weight determined at the weighbridge), they will be invoiced within 5 Working Days of collection and processing.

Where the total Additional Charges are reasonably expected to exceed \$200, BinSmart will notify the Customer prior to processing and allow the Customer 48 hours to raise any query before the charge is applied to the nominated payment method. This notification obligation does not apply where the Additional Charges relate to Prohibited Materials handling or emergency recovery costs.

7.3 Payment Authorisation

The Customer:

- authorises BinSmart to charge the nominated payment method for the hire fee and all Additional Charges;
- acknowledges that Additional Charges may be calculated and applied after collection and processing of the waste, within the timeframe set out in clause 7.2; and
- agrees to pay any Additional Charges within 14 days of invoice where a card authority is not in place or the card charge is unsuccessful.

7.4 Payment Method and Card Authority

7.4.1 Where the Customer provides a credit or debit card as the nominated payment method, the Customer:

- authorises BinSmart to store card details securely via BinSmart's third-party payment processor for the duration of the hire and for a reasonable period after collection to allow for finalisation of Additional Charges;
- consents to BinSmart initiating charges to that card after collection, including for Additional Charges that are calculated following processing of the waste; and
- acknowledges that the total amount charged may not be known at the time of booking.

7.4.2 BinSmart does not store raw card data on its own systems. Card details are held by BinSmart's payment processor in accordance with Payment Card Industry Data Security Standard (PCI DSS) requirements.

7.4.3 Stored card details will be deleted or purged once all charges have been finalised and any dispute period under clause 7.5 has elapsed.

7.4.4 The Customer may withdraw their card authority by written notice to BinSmart, provided that all outstanding fees and Additional Charges have been paid in full. Withdrawal of card authority does not relieve the Customer of any payment obligation under these Terms.

7.5 Disputed Charges

If the Customer disputes any charge, they must notify BinSmart in writing within 7 days of the invoice date. Failure to dispute within this period constitutes acceptance of the charge. Disputed amounts do not suspend the obligation to pay undisputed amounts.

7.6 Overdue Payments

Overdue amounts accrue interest at the rate of 10% per annum, calculated daily, from the due date until payment in full. BinSmart may engage a debt collection agency, and the Customer is liable for all reasonable recovery costs.

8. SITE CONDITIONS AND DAMAGE

8.1 The Customer warrants that the Site Address is suitable for heavy vehicles and that access will be available on the delivery and collection dates.

8.2 The Customer accepts responsibility for any damage to driveways, surfaces, underground infrastructure or property caused by BinSmart's vehicles once they have left the public road..

8.3 Where damage to property is caused by the Customer's failure to disclose known underground services, structures or weight restrictions, the Customer indemnifies BinSmart for any resulting third-party claims.

9. RISK AND DAMAGE TO BIN

9.1 Risk in the bin passes to the Customer on delivery and remains with the Customer until the bin is collected by BinSmart.

9.2 The Customer is responsible for:

- loss, theft or damage to the bin while on site,
- any damage caused to the bin by Prohibited Materials, overloading or misuse; and
- returning the bin in reasonable condition (fair wear and tear excepted).

9.3 BinSmart will invoice the Customer for the cost of repairing or replacing the bin where damage is beyond fair wear and tear.

10. CANCELLATION AND VARIATION

10.1 Cancellation Fees

Cancellation Timing	Fee
Less than 1 hour before scheduled delivery	20% of hire fee
More than 2 business days before delivery	No charge
Within 2 business days before delivery	10% of hire fee
Same day as delivery (before arrival)	20% of hire fee
After delivery	Full hire fee applies

10.2 Variations to the order (including bin size, Site Address or Collection Date) may incur additional charges and are subject to availability. BinSmart will advise the Customer of any additional costs prior to confirming the variation.

10.3 BinSmart may cancel an order where it is unable to safely or lawfully provide the Services, in which case a full refund or credit of the hire fee will be provided.

11. PRIVACY

11.1 BinSmart collects personal information from the Customer for the purpose of providing the Services and managing its business.

11.2 BinSmart handles personal information in accordance with the Privacy Act 1988 (Cth) and its Privacy Policy, a copy of which is available at BinSmart's website or on request.

11.3 The Customer consents to BinSmart using contact details to send service-related communications. The Customer may opt out of marketing communications at any time.

12. LIMITATION OF LIABILITY

12.1 To the maximum extent permitted by law, BinSmart's total liability to the Customer for any claim arising out of or in connection with the Services or these Terms is limited to:

- re-supplying the Services; or
- paying the reasonable cost of having the Services supplied again.

12.2 BinSmart is not liable for any indirect, consequential, special or incidental loss or damage, including loss of profits, loss of revenue or loss of data, however caused.

12.3 Nothing in these Terms excludes, restricts or modifies any right or remedy the Customer may have under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010).

12.4 Where BinSmart is liable to a Consumer (as defined under the Australian Consumer Law) for a failure to comply with a consumer guarantee, BinSmart's liability is limited to the remedies available under that legislation.

13. INDEMNITY

The Customer indemnifies BinSmart and its officers, employees and agents against all loss, liability, damage, costs and expenses (including legal costs on a solicitor-client basis) arising from or in connection with:

- any breach of these Terms by the Customer;
- misuse of the bin or Services;
- placement of Prohibited Materials in the bin;
- any claim by a third party arising from the Customer's use of the Services; and
- any failure by the Customer to obtain required permits or approvals.

14. FORCE MAJEURE

BinSmart is not liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond BinSmart's reasonable control, including (without limitation) extreme weather, natural disasters, government-imposed restrictions, industrial action or supply chain disruptions. BinSmart will notify the Customer as soon as practicable of any such event.

15. DISPUTE RESOLUTION

15.1 The parties agree to attempt to resolve any dispute arising under or in connection with these Terms through good faith negotiation before commencing legal proceedings.

15.2 If the dispute is not resolved within 14 days of written notice, either party may refer the matter to mediation, with the mediator to be agreed or, failing agreement, appointed by the Resolution Institute.

15.3 Nothing in this clause prevents a party from seeking urgent injunctive or other equitable relief.

16. GENERAL

16.1 Governing Law

These Terms are governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria.

16.2 Severability

If any provision of these Terms is invalid or unenforceable, it is to be read down or severed to the extent necessary, and the remaining provisions continue in full force.

16.3 Waiver

A failure by BinSmart to exercise or enforce any right under these Terms does not constitute a waiver of that right.

16.4 Assignment

The Customer must not assign or transfer any rights or obligations under these Terms without BinSmart's prior written consent. BinSmart may assign its rights without the Customer's consent.

16.5 Notices

Notices under these Terms may be given by email to the addresses provided at the time of booking and are deemed received on the next Working Day after sending.

16.6 Amendment

BinSmart may amend these Terms from time to time. The Terms in force at the time of booking apply to that order. Customers will be notified of material amendments.

SCHEDULE 1 — ADDITIONAL CHARGES

All charges are inclusive of GST unless stated otherwise. BinSmart reserves the right to update Schedule 1 from time to time. The Schedule in force at the time of booking applies.

Item	Charge
Excess weight	\$300 per tonne (or part thereof)
Mixed waste / contamination	\$300 per tonne
Mattress disposal	\$50 each
Tyres (passenger)	\$25 each
Tyres (truck / commercial)	\$100 each
Prohibited waste handling	Cost of disposal + 30% handling fee
Return of contaminated load	Transport cost + handling fee
Overfilled bin	\$150 minimum charge (or refusal of collection)
Extended hire (Customer-caused)	\$25 per day
Same-site relocation	\$150 per relocation
Failed collection (inaccessible site)	\$120 per visit
Restricted access / difficult delivery	\$80–\$200 (assessed per job)
Bogged vehicle / recovery	Cost + 30% handling fee
Permit procurement	Council fee + \$44 administration fee
Asbestos or suspected asbestos-containing materials	As agreed at time of booking

*These Terms and Conditions were prepared for BinSmart Group Pty Ltd.
Customers should retain a copy for their records.*

For enquiries, contact 03 9003 4100