

BINSMART GROUP PTY LTD

TRADE TERMS AND CONDITIONS

These Terms apply to both **Trade Account Customers (30-day net credit)** and **Trade Customers (Payment on Booking)**. Clause 10 sets out each Customer's payment terms.

Last updated: 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.
- **"Bin"** means any skip bin or site bin delivered by BinSmart under these Terms.
- **"POB"** means Payment on Booking — full payment of the agreed hire fee is required at the time of booking or prior to despatch of the bin, whichever is earlier.
- **"Collection Date"** means the date that is 30 days from the date of delivery of the bin to the Site Address, unless otherwise agreed in writing at the time of booking, or as extended under clause 3.3.
- **"Crane-Certified Bin"** means a skip bin that has been certified as suitable for crane-lifting operations, including use on high-rise construction sites, in accordance with applicable Australian standards and site safety requirements.
- **"Hire Period"** means the period commencing on the date of delivery and ending on the Collection Date, subject to clause 3.
- **"Price Schedule"** means Schedule 1 to these Terms, as updated from time to time.
- **"Prohibited Materials"** means the materials listed in clause 5.1.
- **"Restricted Materials"** means the materials listed in clause 5.2.
- **"Services"** means the delivery, hire and collection of bins by BinSmart.
- **"Site Address"** means the delivery address specified in the Customer's order.
- **"Site Bin"** means a hook-lift bin or hook-skip bin used for on-site storage, as distinct from a skip bin for waste collection.
- **"Skip Bin"** means a skip bin for the collection and disposal of waste materials.
- **"Trade Account Customer"** means a Customer that holds a trade credit account with BinSmart and is invoiced on 30-day net terms.
- **"Trade Customer"** means a Customer that pays on a Payment on Booking (POB) basis.
- **"Customer"** means the Trade Account Customer or Trade Customer (as applicable) that places an order with BinSmart under these Terms.
- **"Terms"** means these Trade Terms and Conditions of Hire, including Schedule 1.
- **"Working Day"** means a day that is not a Saturday, Sunday or public holiday in Victoria.

2. ACCEPTANCE

2.1 By placing an order (including by phone, email, 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 The person placing an order on behalf of the Customer warrants that they have authority to bind the Customer to these Terms.

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

3. SERVICE AND HIRE PERIOD

3.1 Delivery and Collection

3.1.1 BinSmart will deliver the agreed bin to the Site Address and collect the bin on the agreed Collection Date, subject to these Terms.

3.1.2 BinSmart will use reasonable endeavours to deliver and collect on 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.

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

3.2 Standard Hire Period

3.2.1 The standard hire period is 30 days, commencing on the date of delivery of the bin to the Site Address (the "Hire Period"), unless otherwise agreed at the time of booking.

3.2.2 If BinSmart is unable to collect the bin on the agreed Collection Date due to circumstances 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.

3.3 Collection, Hire Extension, and Changeover

3.3.1 Upon the expiry of the standard Hire Period, BinSmart will arrange a bin changeover unless the Customer notifies BinSmart at least 24 hours prior to the Collection Date that they wish to:

- have the bin collected without replacement; or
- extend the Hire Period for a further 30 days, subject to availability and the payment of extended hire charges as set out in Schedule 1.

3.3.2 BinSmart may at its sole discretion waive changeover or extended hire charges.

3.3.3 Where a changeover proceeds under clause 3.3.1, the Customer will be liable for the changeover charge as agreed in the Customer's pricing agreement with BinSmart. Where the Customer has requested an extension under clause 3.3.1(b), extended hire charges will apply from the day after the original Collection Date as set out in Schedule 1.

3.4 Crane-Certified Skip Bins

3.4.1 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.

3.4.2 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.

3.4.3 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.

3.5 Same-Site Relocation

3.5.1 Where the Customer requests relocation of a 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 Booking Notice

3.6.1 A minimum of 12 to 24 hours' notice is preferred for all new delivery bookings. Same-day delivery may be available subject to operational capacity. The Customer should contact the BinSmart office to confirm availability for urgent bookings.

4. LOADING REQUIREMENTS

4.1 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.

4.2 For Crane-Certified Bins, the Customer must additionally ensure that the bin is not loaded beyond the certified Safe Working Load (SWL) specified on the bin, and that all load restrictions imposed by the crane certification are strictly observed prior to any lift.

4.3 BinSmart may, at its discretion:

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

4.4 Where BinSmart refuses collection under clause 4.3, 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.

5. PROHIBITED AND RESTRICTED MATERIALS

5.1 Prohibited Materials

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

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

5.2 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

5.3 Concrete — Segregation Requirement

5.3.1 Concrete (set or broken) must be kept separate from mixed waste and ordered in a dedicated concrete bin. Mixed loads containing concrete will be treated as contaminated waste and will incur Additional Charges at the contamination rate set out in Schedule 1.

5.3.2 The Customer must advise BinSmart at the time of booking if a dedicated concrete bin is required. Concrete bin hire pricing will be quoted at the time of booking.

5.4 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;
- BinSmart may report the matter to relevant regulatory authorities; and
- the Customer's liability under clause 14 (Indemnity) will apply.

6. SITE BIN CONDITIONS

6.1 The following conditions apply to all site bins delivered to the Customer:

- Site bins must be returned clean. Any cleaning required upon return will be assessed and charged as set out in Schedule 1.
- Site bins must be returned free of damage and with all parts intact, including lids, locks, chains and hinges.
- Any damage to a site bin beyond fair wear and tear, or missing components, will be assessed upon return and invoiced to the Customer at repair or replacement cost.

6.2 Normal fair wear and tear is accepted. The Customer is not liable for deterioration of the bin resulting from its ordinary and proper use.

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

7. CUSTOMER RESPONSIBILITIES

7.1 The Customer is solely responsible for:

- all materials placed in any bin, regardless of who placed them;
- ensuring safe and suitable access to the Site Address for BinSmart's vehicles on delivery and collection dates;
- complying with all applicable laws in relation to the use of the bin and disposal of waste;
- the bin and its contents while the bin is on site; and
- ensuring that site staff are aware of and comply with these Terms.

7.2 Council Permits

Where a permit is required for placement of a bin on a road, verge or public area, the Customer must advise BinSmart at the time of booking. 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. Delivery cannot be confirmed until the permit is obtained.

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

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

7.5 Placement of a bin on a public road or verge without a valid permit is the Customer's sole responsibility, and the Customer indemnifies BinSmart against any fines, costs or liability arising from an unpermitted placement.

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 BINS

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. FEES AND PAYMENT

General Payment Terms

10.1 Trade Account Customers — 30-Day Net Credit

10.1.1 This clause 10.1 applies to Trade Account Customers only.

10.1.2 Invoices issued to Trade Account Customers are payable on 30-day net terms from the date of invoice, unless otherwise agreed in the Trade Account Customer's credit application.

10.1.3 BinSmart reserves the right to suspend account credit, withhold services or require payment in advance where invoices are overdue or the Trade Account Customer's credit limit has been reached.

10.2 Trade Customers — Payment on Booking (POB)

10.2.1 This clause 10.2 applies to Trade Customers (POB) only.

10.2.2 All POB orders are payable in full at the time of booking or prior to despatch of the bin, whichever is earlier. BinSmart will not despatch any bin until payment of the hire fee has been received and cleared.

10.2.3 The hire fee is non-refundable except as set out in clause 11.

10.2.4 Any applicable refund for a POB Customer will be processed to the original payment method within 5 Working Days of the cancellation being confirmed by BinSmart.

10.3 Additional Charges

10.3.1 All Customers must pay 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 or bin changeover (where attributable to the Customer under clause 3.3);
- site bin cleaning, damage or missing parts;
- crane-certified bin surcharge (where applicable 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 7.2).

Additional Charges will be itemised on a written invoice. Where Additional Charges cannot be calculated prior to collection (for example, excess weight determined at the weighbridge or site bin condition assessed on return), 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 48 hours to raise any query before the charge is applied. This notification obligation does not apply where the Additional Charges relate to Prohibited Materials handling or emergency recovery costs.

10.4 Payment Authorisation

10.4.1 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 10.3; 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.

10.5 Payment Method and Card Authority

10.5.1 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 calculated following processing of the waste; and
- acknowledges that the total amount charged may not be known at the time of booking.

10.5.2 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.

10.5.3 Stored card details will be deleted or purged once all charges have been finalised and any dispute period under clause 10.6 has elapsed.

10.5.4 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.

10.6 Disputed Charges

10.6.1 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.

10.7 Overdue Payments

10.7.1 Overdue amounts accrue interest at the rate of 10% per annum, calculated daily, from the due date until payment in full.

10.7.2 BinSmart may engage a debt collection agency for overdue accounts. The Customer is liable for all reasonable recovery costs, including legal costs on a solicitor-client basis.

11. CANCELLATION AND VARIATION

11.1 Cancellation Fees

Cancellations will incur the following fees:

Cancellation Timing	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
Less than 1 hour before scheduled delivery	20% of hire fee
After delivery / driver on site due to Customer negligence	Full hire fee applies

11.2 Variations to an 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. For POB Customers, any additional hire fee arising from a variation is payable on a POB basis before the variation is confirmed.

11.3 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.

12. PRIVACY

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

12.2 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.

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

13. LIMITATION OF LIABILITY

13.1 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.

13.2 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.

13.3 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).

13.4 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.

14. 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 any bin or the Services;

- placement of Prohibited Materials in any bin;
- any failure to comply with the concrete segregation requirements under clause 5.3;
- any non-compliance with crane certification requirements under clause 3.4;
- any claim by a third party arising from the Customer's use of the Services;
- any failure by the Customer to obtain required permits or approvals; and
- the Customer's failure to ensure site staff comply with these Terms.

15. 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.

16. DISPUTE RESOLUTION

16.1 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.

16.2 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.

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

17. GENERAL

17.1 Governing Law

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

17.2 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.

17.3 Waiver

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

17.4 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.

17.5 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.

17.6 Amendment

BinSmart may amend these Terms from time to time. The Terms in force at the time of booking apply to that order. Trade Account 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
Concrete in mixed-waste bin (segregation breach)	Contamination rate — \$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)
Concrete bin hire	As quoted at time of booking
Extended hire (beyond 30 days)	\$25 per day
Bin changeover (collection + redelivery)	As agreed in Customer pricing agreement
Crane-Certified Bin surcharge	As advised at time of booking
Crane-Certified Bin damage (improper lift / overload)	Repair or replacement cost
Site bin cleaning (on return)	Assessed at cost on return
Site bin damage / missing parts	Repair or replacement cost
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, please contact 03 9003 4100.