

AA SKIPS PTY LTD – TERMS AND CONDITIONS

1. DEFINITIONS

“Allowed Weight” means the allowance of Waste weight as set out on the Company Website from time to time.

“Agreement” means the agreement between the Company and the Customer for the Company to supply of any Goods and Services for the Customer from time to time.

“Brick, Dirt and Concrete Waste” means Waste consisting of only bricks, dirt or concrete.

“Collection Date” means the date for collection of the Goods and Services or both as stated on any Quote or Order or such other date as agreed in writing by the parties.

“Company” means, in connection with the supply of any Goods and Services, AA Skips Pty Ltd (ACN 664 615 552) and its successors and assigns or any person acting on behalf of and with the authority of the Company, making the supply to Customer.

“Company’s Website” means the following websites; <https://angelwaste.com.au/> and <https://skipbins.com/> and <https://www.capitalhire.com.au/> and <https://www.cutpricegroup.com.au/>

“Consequential Loss” means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

“Customer” means the party, including its employees, agents, subcontractors, permitted assignees, nominees or those acting on its behalf, placing the Order with or purchasing Goods and Services from the Company, and if there is more than one Customer, a reference to each Customer jointly and severally.

“Excluded Waste” means mattresses, tyres, contaminated concrete and other items not classified as General Waste or that are advised to be Excluded Waste by the Company from time to time.

“Date of Delivery” means the date for delivery of the Goods and Services or both as agreed between the parties either orally or in writing.

“Delivery Docket” means a delivery docket or other documents issued by the Company signed by the Customer on delivery of the Goods and Services confirming the Goods and Services supplied.

“Delivery Location” means the delivery point, which the Company is directed, either orally or in writing, by the Customer, where Goods and Services are to be delivered or unloaded (as the case may be), such location may be confirmed in the Quote or Order and if no direction is given to the Company by the Customer, will be delivered or unloaded at the Company’s discretion.

“General Waste” means Waste consisting of mostly household waste but excluding Restricted Material, Excluded Waste, any Waste contaminated with garden clippings, and any other items advised by the Company as not being classified as ‘General Waste’.

“Goods and Services” means any goods and/or services supplied by the Company, including where the context permits the supply of a Skip, and all related or ancillary goods and services, to the Customer from time to time.

“Green Waste” means waste that is organic including, trees, shrubs and other organic items that are advised to be Green Waste by the Company from time to time and each item of Green Waste cannot exceed 2m in length and 200 mm in diameter but excluding grass and/or bamboo.

“Hire Period” means the period that the Goods and Services are agreed to be in the possession of the Customer under hire from the Company, as specified in any invoice, Quote and/or other document.

“Loss” means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

“Order” means an offer by a Customer to purchase Goods and Services from the Company, as specified in any invoice, Quote and/or other document, and which is subject to these T&Cs.

“Quote” means a document provided by the Company to the Customer stating the agreed Goods and Services to be carried out for the Price, which is made subject to these T&Cs.

“Price” means the price payable for the Goods and Services as agreed between the Company and the Customer, as specified in any invoice, Quote and/or other document.

“Restricted Material” means material that is explosive, flammable, biohazardous, illegal or material that is advised to be Restricted Material by the Company from time to time and includes but is not limited to asbestos or asbestos containing materials, lithium batteries or batteries of similar nature, gas bottles, bullets, fuel cans, insulation (unless bagged prior to being placed in the Skip), needles or syringes, household or industrial

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chemicals, liquids, oils, putrescible waste, soft organic material, wet paint and any items not accepted by local waste facilities.

"Skip" shall mean the skip bin supplied on hire by the Company to the Customer and is as described on the invoices, quotation, or any other work authorisation forms as provided by the Company to the Customer.

"Skip Level Limits" means the limit depicted by the fill line on the exterior side of each Skip which identifies the limit to which the Skip may be filled with Waste and in accordance with RTA regulations.

"Special Load" means the following waste:

- Virgin Excavated Natural Material, which requires no mixing or inclusion of grass or roots and requires Customer to seek EPA approval prior to the Company's collection of the Skip.
- Dirty Fill, meaning soil and/or clay with no more than 10% grass or weeds.

"T&Cs" means these Terms and Conditions.

"Truck Lifting Capacity" means the maximum mass that can be lifted without impediment to the truck's operation.

"Waste" means any item that is placed in and/or located in a Skip (or Goods and Services if applicable) at the time of collection on the Collection Date.

Singular words include the plural and vice versa. A mention of anything after include, includes or including, does not limit what else might be included.

2. TERMS

- 2.1 These T&Cs are legally binding between the Company and the Customer and are intended to regulate key trading terms, including in connection with the supply of Goods and Services by the Company to the Customer.
- 2.2 These T&Cs apply to all agreements or arrangements between the Company and the Customer in connection with the supply of the Goods and Services, including all Quotes, Orders, supplies, enquiries or other sales, and will prevail over all other terms and conditions or other matters agreed between the parties.
- 2.3 These T&Cs shall at all times prevail over any other terms of the Customer, howsoever notified, and the application of any Customer or other terms is expressly excluded by these T&Cs.
- 2.4 Unless otherwise expressly agreed to in writing by the Company, these T&Cs apply, and the Customer is deemed to have accepted and is subject to these T&Cs, upon any request for a Quote from the Company, if the Company accepts any Order from the Customer, if the Customer pays for an Order, or upon delivery of any of the Goods and Services to a Delivery Location.
- 2.5 These T&Cs may only be amended with the Company's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Company.

3. TRADING TERMS

- 3.1 Any Quote issued by the Company:
 - 3.1.1 contains estimates only and the Company shall not be bound by them, including to the extent of any error, inaccuracy, omission, changes in direct, indirect or 3rd party costs, or any changes as a result of changes to volumes or quantities by the Customer; and
 - 3.1.2 is made on a weight or volume basis and may be subject to variations due to weather conditions, compaction, loading and cartage configurations.
- 3.2 A Quote is taken to have been exclusively accepted and the Customer is immediately bound by these T&Cs if the Customer places an Order for the Goods and Services (either verbally or in writing).
- 3.3 The price of the Goods and Services will be calculated in accordance with the Company allowances, fees and surcharges as set out on the Company Website and subject to clause 3.1, will be the amount indicated on the Quote, plus any service or merchant surcharge and/or fees (where payment is made by credit card) and other amounts payable pursuant to the allowances, fees and surcharges as set out on the Company Website or these T&Cs.
- 3.4 The Company reserves the right to issue an amended invoice at any time in the case of genuine error.
- 3.5 Additional fees and surcharges will apply as per the Company Website effective at the time of delivery or at any time thereafter. The Customer acknowledges and agrees that it has been made aware of the applicable rates as set out on the Company Website prior to any Order.

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- 3.6 The Customer agrees and acknowledges that it must pay, before the Delivery Date and without any deduction or setoff, the Price charged by the Company for Goods and Services, which may be as specified orally by telephone or on a Quote, Delivery Docket, invoice or other document supplied to the Customer.
- 3.7 Goods and Services will not be delivered if payment is not made and received in clear funds at the time of delivery on the Date of Delivery.
- 3.8 The Company is irrevocably entitled to, and holds discretion to, withhold delivery of the Goods and Services if at the time of delivery on the Date of Delivery, the Customer has not, or is not prepared to, pay for the Goods and Services specified orally by telephone, or on a Quote, Delivery Docket, invoice or other document supplied to the Customer.
- 3.9 No Order may be changed or cancelled within 24 hours of the Delivery Date except with the Company's express written agreement. The Company reserves the right to recover all costs and expenses incurred by the Company due to such a change or cancellation or relocation of the Skip (including legal costs on an indemnity basis).
- 3.10 If the Customer purports to change or cancel an Order before delivery of the Goods and Services without the Company's express written agreement, and refuses to accept delivery, then the Customer agrees to pay the applicable fee as set out on the Company Website.
- 3.11 The Company reserves the right in its absolute discretion to reject, in whole or in part, any Order upon notice to the Customer.

4. PAYMENT

- 4.1 Payment may be made by debit card or credit card or by any other method as agreed to between the Customer and the Company. Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared, or recognised. Electronic/online banking transfer is not accepted.
- 4.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are all amounts quoted are inclusive of GST and the Customer must pay all GST payable by the Company in connection with the supply of the Goods and Services and any other taxes or charges.
- 4.3 The Customer agrees that the Company can retain credit card information until after a Skip has been collected, emptied, and weighed. Any additional charges will be as set out on the Company Website and charged to this credit card, with a receipt provided to Customer, and the Customer irrevocably agrees to these additional charges being charged to this credit card. The Customer agrees to indemnify the Company in full for any dispute that arises as a result of the Customer's refusal and/or failure to pay such charges and/or where the Customer instigates a 'back charge' for such charges.

5. DEFAULT

- 5.1 Without prejudice to any other rights the Company may have, if the Customer fails to comply with any of the terms of these T&Cs (including in respect of any obligation to pay money to the Company when due) or makes any misrepresentation to the Company, the Company:
 - 5.1.1 may treat the whole Agreement as repudiated; and
 - 5.1.2 may refuse to supply further Goods and Services to the Customer and cancel all or any part of any order of the Customer which remains unfulfilled without notice, until such time as the Customer has remedied its breach under this clause.

6. CONSEQUENCES OF DEFAULT

- 6.1 Any amount not paid by the due date will incur interest at a rate of 5% above the Reserve Bank of Australia Cash Rate calculated and compounded daily.
- 6.2 The Customer agrees to pay the Company, and shall indemnify the Company from and against, all costs and expenses incurred by the Company in connection with the recovery of overdue amounts (including but not limited to fees as set out on the Company Website, legal costs on an indemnity basis, the Company's contract default fees and dishonour fees).
- 6.3 The Customer agrees and acknowledges that any such interest, costs and/or expenses demanded under this clause shall be added to the total debt owing to the Company.
- 6.4 The Company will not be liable to the Customer for any Loss or damage the Customer suffers because the Company has exercised its rights under this clause.

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6.5 If the Customer owes the Company any money, the Company may apply any payment received from the Customer against any amount owing to the Company by the Customer, at the Company's sole discretion.

7. DELIVERY

7.1 Delivery and times are between 7.30am and 4.00pm on weekdays (not including Public Holidays). Any request for a delivery of Goods and Services outside these hours shall be subject to the express written agreement of the Company and will result in an additional charge as set out on the Company Website.

7.2 The Customer acknowledges that all times quoted for delivery are estimates only. The Company will not be liable for any loss or damage or expense arising from the failure of the Company to deliver at a specific time or at all, and the Customer shall not be entitled to treat any Order or these T&Cs as repudiated. The Company is not liable for late delivery or non-delivery or for any Loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery.

7.3 Delivery of the Goods and Services shall be deemed to have taken place upon discharge or unloading at the Delivery Location, as applicable. Delivery of the Goods and Services to the Delivery Location shall constitute acceptance by the Customer that the applicable Goods and Services comply with the Order and the Customer shall have no claim against the Company for the Goods and Services not being as ordered.

7.4 Delivery of the Goods and Services to a third party nominated by the Customer on or before the Delivery Date is deemed to be delivery to the Customer for the purposes of this Agreement and these T&Cs.

7.5 The Customer must, at its own cost and risk, make all arrangements necessary or reasonably requested by the Company to enable safe and efficient delivery of the Goods and Services at the Delivery Location and clear and free access to the Delivery Location, including but not limited to any access, consents or approvals (including the approval of any 3rd party landowner or authority).

7.6 If the Company is prevented from safely delivering the Goods and Services at the Delivery Location, by anything outside the control of the Company, then in the Company's absolute discretion, the Customer will be liable for redelivery costs as applicable as invoiced by the Company.

7.7 While every attempt will be made for the Goods and Services to be delivered to the specific location requested by the Customer at the Delivery Location, the final delivery placement will be at the Company's absolute discretion.

7.8 If delivery is not commenced within 5 minutes of the truck carrying the Skip arriving, and completed within 30 minutes after, arrival at the Delivery Location, waiting time in excess thereof will be charged at the rates specified on the Company Website.

7.9 The Customer shall at all times be responsible to check the Delivery Docket and confirm that it is in accordance with the Customer's requirements before any Goods and Services are discharged at the Delivery Location. A Delivery Docket of the Company as to the Goods and Services supplied will be conclusive evidence for all purposes against the Customer in the absence of manifest error.

7.10 The Customer warrants that they have satisfied themselves as to the description and condition of the Goods and Services provided and their fitness for the purpose to which they were ordered.

7.11 The Customer acknowledges and agrees that loading and unloading of the Goods and Services by the Company may result in damage to the location of delivery, including but not limited to driveways, pavement, pathways, grass, trees or surface and any underground systems and the Company does not accept responsibility for any damage or Loss caused as a result of the delivery or collection of the Goods and Services.

7.12 The Customer is liable for any costs, Loss or damage incurred by the Company caused by the delivery past curb side of the Goods and Services including but not limited to damage to the Company's delivery truck and the bogging of the Company's truck while attempting delivery of the Goods and Services.

8. HIRE PERIOD

8.1 The Goods and Services (including a Skip) are hired by the Customer from the Company for the Hire Period for the Price, subject to any extension of the Hire Period agreed to orally or in writing by the Company and subject to the Customer's payment of any additional costs, fees and charges associated with the extension of the Hire Period as set out on the Company Website.

8.2 The Customer agrees and acknowledges that no allowance, discount or set off will be considered by the Company due to an allegation by the Customer that the Skip was not in use during the Hire Period for any reason.

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- 8.3 If the Customer wishes to seek an extension of the Hire Period, the Customer must contact the Company at least 24 hours prior to the Collection Date.
- 8.4 The Company is under no obligation to agree to an extension of the hire Period and any extension of the Hire Period, and the period of the extension, are solely within the discretion of the Company.
- 8.5 Any agreed extension of the Hire Period is subject to the additional costs, fees and charges as set out on the Company Website.
- 8.6 If the Company attends to collect the Skip on the Collection Date and the Customer seek to extend the Hire Period without prior notice to the Company, the Customer agrees to pay a call out fee in addition to the additional costs, fees and charges associated with the extension of the Hire Period as set out on the Company Website.

9. WASTE

- 9.1 The Customer agrees and acknowledges that:
 - 9.1.1 The Waste must not exceed the Allowed Weight;
 - 9.1.2 The Waste must not exceed the Skip Level Limits; and
 - 9.1.3 The Waste must not include Restricted Material.
- 9.2 The Company reserves the right to seek payment for additional charges as set out on the Company Website after a Skip has been collected, emptied, and weighed if the Waste exceeds the Allowed Weight or the Skip contains a Restricted Material.
- 9.3 A Skip hired by the Customer for specific Waste (General Waste, Green Waste or Excluded Waste) must not have been contaminated with another type of Waste material. If this occurs, the entire Skip may be reclassified, and disposed of as General Waste or separated by the Company before acceptance at a waste facility, and the Customer agrees to pay any additional cost as set out on the Company Website.
- 9.4 The Customer agrees to place any Waste of electrical nature at the top of the Skip.
- 9.5 The Customer agrees to notify the Company at the time of Quote or Order, if the Customer requires disposal of:
 - 9.5.1 Excluded Waste and if so, agrees to pay the additional fees and charges as set out on the Company Website for such Excluded Waste.
 - 9.5.2 Special Load, and if so, agrees to take all steps required to allow collection of the Special Load (including EPA approval) and pay the additional fees and charges as set out on the Company Website for such Special Load.
- 9.6 If Restricted Material is found in the Skip by the Company on or before the Collection Date, the Customer agrees to indemnify the Company from any and all costs, loss and/or damage incurred by the Company due to the disposal, storage or carriage of any Restricted Material. In the absolute discretion of the Company, the Company may return to the Customer the Restricted Material that was in the Skip with such material to be placed on the kerbside at the Delivery Location and the Customer agrees to pay the additional fees and charges as set out on the Company Website for return of Restricted Material.
- 9.7 The Company and the Customer agree that the Customer waives any and all claim to the Waste on collection of the Goods and Services by the Company on the Collection Date.
- 9.8 The Company accepts no responsibility for the removal of any Waste that is not placed in the Skip ordered by the Company.
- 9.9 The Company is in no way liable for any Loss or damage suffered by the Customer due to the Company's handling of the Waste on and after the Collection Date.
- 9.10 Any excessive rates and prices will be based on either weight or volume at the time of collection on the Collection Date or at the time of unloading at the relevant waste facility.

10. WEIGHT ALLOWANCE AND ADDITIONAL SKIP CHARGES

- 10.1 Final invoicing will take place on collection and after weighing of the Skip and applicable Waste in that Skip. The Price will be determined based on the allowances, fees and charges as set out on the Company's website.
- 10.2 If when the Skip is due to be collected on the Collection Date:
 - 10.2.1 the Allowed Weight has been exceeded, the Customer agrees to pay any additional fees and charges as set out on the Company Website, provided the weight of the Skip does not exceed the Truck Lifting Capacity and the skip levels are in accordance with the Skip Level Limits.

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- 10.2.2 the Truck Lifting Capacity has been exceeded, the Customer agrees to remove Waste from the Skip until the Skip is below the Truck Lifting Capacity. The Customer agrees to pay any additional fees and charges as set out on the Company Website including for any extra days of hire required and additional call out fees.
- 10.2.3 The Waste in the Skip is above the Skip Level Limits. The Customer agrees to level the Waste to bring it below the Skip Level Limits. If the Waste is unable to be levelled to bring it below the Skip Level Limits by the Customer at the collection time on the Collection Date, the Customer agrees to pay any additional fees and charges as set out on the Company Website including for leveling, any extra days of hire required and additional call out fees.
- 10.2.4 The Waste in the Skip is different Waste to the purpose disclosed by the Customer for the Skip. The Customer agrees to level the Waste to bring it below the Skip Level Limits. If the Waste is Restricted Material, the entire Skip may be reclassified, and disposed of as General Waste or separated by the Company before acceptance at a waste facility, and the Customer agrees to pay any additional cost as set out on the Company Website.

11. TITLE AND RISK

- 11.1 The Customer acknowledges that the Skips (and where applicable, Good and Services) remain the property of the Company at all times.
- 11.2 The Customer acknowledges that risk for the Skips (and where applicable, Good and Services) passes to the Customer on delivery on the Delivery Date until collection by the Company on the Collection Date.
- 11.3 The Customer has full responsibility for the safekeeping of the Skips (and where applicable, Goods and Services) and indemnifies the Company for any loss, theft or damage to the Skips (and where applicable, Goods and Services) however arising and whether or not arising from any negligence, failure or omission from the Customer.
- 11.4 The Customer accepts full responsibility for and indemnifies the Company against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect to any injury to persons or damage to property arising out of the use of the Skip during the hire period however arising and whether or not arising from any negligence, failure or omission of the Customer or any other persons.
- 11.5 The Customer will insure, or self-insure, the Company's interest in the Skip (and where applicable, Goods and Services) against physical Loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and the Customer will not use the Skip (and where applicable, Goods and Services) nor permit it to be used in such a manner as would permit an insurer to decline any claim.

12. CUSTOMER RESPONSIBILITIES

- 12.1 The Customer agrees to:
 - 12.1.1 at the time of obtaining a Quote or placing an Order, disclose full details of the Waste that will be placed in the Skip.
 - 12.1.2 determine that the Skip is suitable for their purposes, including the size and weight allowances of the Skip.
 - 12.1.3 only use the Skip for its intended and disclosed purpose.
 - 12.1.4 notify the Company within 24 hours by telephone and email of any accident or incident arising from use of a Skip (and where applicable, Goods and Services).
 - 12.1.5 be held responsible for any damage to the Skip during the Hire Period, including the cost of repair and/or cleaning.
 - 12.1.6 not move or attempt to move the Skip from where it is originally placed at the Delivery Location. If moved, the Customer agrees to pay any associated additional costs, fees and charges as set out on the Company Website.
 - 12.1.7 not deface, alter or erase any identifying marks on the Skip.
 - 12.1.8 not light fires, burn or allow the burning of Waste in the Skip.
 - 12.1.9 not use the Skip for any other purpose other than to deposit Waste.
 - 12.1.10 not permit the Skip, or any part thereof, to be used by any other party for any other purpose.
- 12.2 On request of the Company, the Customer will immediately pay:
 - 12.2.1 the new list price of any Skip that has been destroyed, written off or not returned to the Company; or
 - 12.2.2 all costs incurred in cleaning or repairing the Skip including damage by vandalism.

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13. NO WARRANTY

- 13.1 No Warranty is provided by the Company in respect of the condition of the Goods and Services or their fitness for any particular purpose.
- 13.2 The Customer shall indemnify and hold harmless the Company in respect of any and all claims arising out of use of the Goods and Services.
- 13.3 The Customer may have the benefit of consumer guarantees under the Australian Consumer Law. Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into the T&Cs or in connection with the supply of any Goods or Services by the Company under law or statute are excluded.

14. LIMITATION OF LIABILITY

- 14.1 To the maximum extent permitted by law and subject to this Agreement, the Company's total liability arising out of or in connection with its performance of its obligations pursuant to these T&Cs or arising out of or in connection with the supply of specific Goods and Services (including pursuant to or for breach of these T&Cs or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows:
 - 14.1.1 the Company shall have no liability to the Customer for any Consequential Loss; and
 - 14.1.2 the Company's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to the Company for the specific Goods and Services that gave rise to the Loss in question. The limitations and exclusions in this clause do not apply to the extent that any Loss is directly attributable to:
 - 14.1.2.1 the personal injury or death caused by the Company's negligence; or
 - 14.1.2.2 fraud by the Company.
- 14.2 In no circumstances shall the Company be liable to the Customer or any third party for any:
 - 14.2.1 dealing with or disposing of the Waste on or after the Collection Date;
 - 14.2.2 addition of other materials or things to the delivered Goods and Services;
 - 14.2.3 improper or unsuitable handling or use of the Goods and Services;
 - 14.2.4 plant, vehicles, personnel or equipment used or operated by the Customer or any third party;
 - 14.2.5 incorrect ordering of Goods and Services due to miscalculation by the Customer or third party; or
 - 14.2.6 restrictions on access, traffic or other delay or disruption outside the Company's reasonable control.
- 14.3 Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

15. CUSTOMER REQUIREMENTS

- 15.1 The Customer is required to, is solely responsible for and agrees to:
 - 15.1.1 ensure that the Company has clear and free access to the designated place of delivery to enable it to supply the Goods and Services. If clear and free access to the Skip is not available at the time of collection on the Collection Date, and the Skip is unable to be collected, the Customer agrees to pay any associated additional costs, fees and charges as set out on the Company Website; and
 - 15.1.2 supply accurate details to ensure that the quantities of Goods and Services ordered by the Customer and supplied by the Company are correct. If accurate details are not provided and there is an issue and/or discrepancies raised that require a change to the Quote and/or Order, the Customer agrees to pay any associated additional costs, fees and charges as set out on the Company Website.

16. BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENTS LEGISLATION

- 16.1 An invoice provided by the Company to a Customer is subject to the applicable provisions of:
 - 16.1.1 If the invoice relates to Goods and Services delivered to NSW, the *Building and Construction Industry Security of Payments Act 1999 (NSW)*.
 - 16.1.2 If the invoice relates to Goods and Services delivered to the ACT, the *Building and Construction Industry (Security of Payment) Act 2009 (ACT)*.

17. PRIVACY

- 17.1 The Customer agrees for the Company to obtain credit history from a credit information provider.
- 17.2 The Customer agrees that the Company may exchange information about the Customer with those credit providers either named as a trade referee by the Customer or names in a consumer credit report, issued by a credit reporting agency for the following purposes;

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- 17.2.1 to assess an application lodged by the Customer.
- 17.2.2 to notify other credit providers of a default by the Customer
- 17.2.3 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.
- 17.2.4 to assess the credit worthiness of the Customer.
- 17.3 The Customer consents to the Company being given a consumer credit report to collect overdue payment on commercial credit.
- 17.4 The Customer agrees that personal credit information provided may be used and retained by the Company for the following purposes and for other purposes, as agreed between the Customer and the Company, or required by law:
 - 17.4.1 Provision of its Goods and Services;
 - 17.4.2 Marketing of Good and Services by the Company, its agents or distributors in relation to the Goods and Services;
 - 17.4.3 verifying, analysing or checking the Customer's status in relation to provision of Goods and Services;
 - 17.4.4 processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer;
 - 17.4.5 enabling the daily operation of customer accounts and or the collection of amounts outstanding in the Customer account in relation to the Goods and Services;
- 17.5 The Company may give information about the Customer to a credit reporting agency for the following purposes:
 - 17.5.1 to obtain a Customer's credit report;
 - 17.5.2 allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 17.6 The Company will take all reasonable steps to prevent unauthorised access to or disclosure of the Customer credit related information and/or loss or misuse of the Customer's credit information.
- 17.7 The Customer may make a written request to access credit and personal information that the Company holds. The Company will only deny access to information if there is legal or administrative reasons to deny such access. In circumstances where access is denied, the Customer will be informed in writing of the denial and the reasons access was denied.

18. GST

- 18.1 If the Company has any liability to pay Goods and Services Tax (GST) on the supply of any Goods and Services to the Customer, the Customer must pay to the Company an amount equivalent to the GST liability of the Company at the same time as the consideration is paid for the Goods and Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

19. GENERAL

- 19.1 The Company shall not be liable for any failure to perform or delay in performance of the Works due to force majeure including but not limited to strikes, fire, floods, storms, explosions, riots, lock-outs, industrial action, injunctions, interruption of transport, accidents, inability to obtain supplies, war, terrorism, governmental action or any other circumstances beyond the Company's control.
- 19.2 The failure by the Company to enforce any provision of these T&Cs shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision.
- 19.3 If any provision of these T&Cs shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 19.4 These T&Cs shall be governed by the laws of Australian Capital Territory and are subject to the jurisdiction of the courts in the Australian Capital Territory.
- 19.5 Subject to the provisions of these T&Cs the Company 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 the Company of these T&Cs (alternatively the Company's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods and Services).

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- 19.6 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 the Company nor to withhold payment of any invoice because part of that invoice is in dispute.
- 19.7 The Customer agrees that the Company may amend these T&Cs at any time. If the Company makes a change to these T&Cs, then that change will take effect from the date on which the Company makes such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Company to provide any Goods and Services to the Customer.
- 19.8 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.