

1. Definitions

- 1.1 **"Bins"** means all Bins including skips and any accessories supplied on hire by GT to the Client (and where the context so permits shall include any supply of Services). The Bins shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by GT to the Client.
- 1.2 **"Client"** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting GT to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
(a) if there is more than one Client, is a reference to each Client jointly and severally; and
(b) if the Client is a partnership, it shall bind each partner jointly and severally; and
(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
(d) includes the Client's executors, administrators, successors and permitted assigns.
- 1.3 **"Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, **"Personal Information"** such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.4 **"Contract"** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.5 **"Cookies"** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. **If the Client does not wish to allow Cookies to operate in the background when using GT's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**
- 1.6 **"GST"** means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).
- 1.7 **"GT"** means GT Skips 1 Pty Ltd T/A GT Skips its successors and assigns or any person acting on behalf of and with the authority of GT Skips 1 Pty Ltd T/A GT Skips.
- 1.8 **"Hire Period"** shall mean the Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by GT to the Client.
- 1.9 **"Incidental Items"** means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by GT in the course of it conducting, or supplying to the Client, any Services.
- 1.10 **"Price"** means the price payable (plus any GST where applicable) for the Services as agreed between GT and the Client in accordance with clause 6 of this Contract.
- 1.11 **"Services"** mean all Services supplied by GT to the Client at the Client's request from time to time.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by GT.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges that the supply of Services on credit shall not take effect until the Client has completed a credit application with GT and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Services requested exceeds the Client's credit limit and/or the account exceeds the payment terms, GT reserves the right to refuse delivery.
- 2.6 The Client expressly agrees that GT shall have exclusivity regarding the disposal of the contents in the Bins, and that the Client will not enter into any agreement with any other party to perform the Services which the Client has contracted GT to perform.
- 2.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

- 3.1 The Client acknowledges and accepts that GT shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
(a) resulting from an inadvertent mistake made by GT in the formation and/or administration of this Contract; and/or
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by GT in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of GT; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.
- 3.3 In circumstances where the Client is required to place an order for Services, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Services (whether they are made to order Incidental Items or not). ("**Client Error**"). The Client must pay for all Services it orders from GT notwithstanding that such Services suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take delivery of such Services. GT is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.

4. Change in Control

- 4.1 The Client shall give GT not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by GT as a result of the Client's failure to comply with this clause.

5. Fixed Term

- 5.1 The commencement date shall be the date of the first delivery of the Services, or from the date of signing, whichever is the earlier. The hire contract shall be for the period ("initial term") as agreed between both parties and shall revert to a monthly roll over basis automatically, thereafter, unless agreed otherwise until terminated by either party by giving at least thirty (30) days required notice as defined in the hire contract prior to the expiration date of the initial term or any additional term.
- 5.2 The Client acknowledges and accepts that the Price stated will remain fixed for an initial period of twelve (12) months from the date of the hire contract and will then be subject to revision on the basis of the movement in the Consumer Price Index (CPI).

6. Price and Payment

- 6.1 At GT's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by GT to the Client; or
 - (b) the Price as at the date of delivery of the Services according to GT's current price list; or
 - (c) GT's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 6.2 GT reserves the right to change the Price:
- (a) if a variation to the Bins or Services which are to be supplied is requested; or
 - (b) if a variation to the Services originally scheduled (including any Bin sizes, cancellation of bookings or specifications) is requested; or
 - (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, limitations to accessing the site, gradient to the site is dangerous, safety considerations, Client overloading the Bins, prerequisite work by any third party not being completed, etc.) which are only discovered on commencement of the Services; or
 - (d) in the event of increases to GT in the cost of labour, waste levies, permit fees, taxes and duties or materials which are beyond GT's control.
- 6.3 Services are performed by GT within a standard fifteen (15) minute period for collection and delivery of the Bins. In the event that GT loses time on the job as a result of any reason beyond the reasonable control of GT, the Client accepts GT may charge a wait time fee unless otherwise agreed and such delays will be charged to the Client as per GT's current schedule of conditions and Prices.
- 6.4 Variations will be charged for on the basis of GT's quotation, and will be detailed in writing, and shown as variations on GT's invoice. The Client shall be required to respond to any variation submitted by GT within ten (10) working days. Failure to do so will entitle GT to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 6.5 At GT's sole discretion a non-refundable deposit may be required.
- 6.6 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by GT, which may be:
- (a) on or before delivery of the Services;
 - (b) by way of instalments/progress payments in accordance with GT's payment schedule;
 - (c) for approved credit account holders fourteen (14) days following the date of any invoice; or
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by GT.
- 6.7 Payment may be made by cash, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and GT.
- 6.8 GT may in its discretion allocate any payment received from the Client towards any invoice that GT determines and may do so at the time of receipt or at any time afterwards.
- 6.9 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by GT nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute then the Client must notify GT in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as GT investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in GT placing the Client's account into default and subject to default interest in accordance with clause 20.1.
- 6.10 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to GT an amount equal to any GST GT must pay for any supply by GT under this or any other agreement for providing GT's Services. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

7. Credit Card Information

- 7.1 GT will:
- (a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by GT;
 - (b) not disclose the Client's credit card details to any third party;
 - (c) not unnecessarily disclose any of the Client's personal information, except in accordance with the Privacy Policy (clause 22) or where required by law.
- 7.2 The Client expressly agrees that, if pursuant to this Contract, there are:
- (a) any unpaid charges;
 - (b) other amounts due and outstanding by the Client;
 - (c) any Bins supplied on loan that are lost or damaged.
- 7.3 GT is entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract.

8. Delivery

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- 8.1 At GT's sole discretion delivery of the Services/Bins shall take place when the Services/Bins are supplied to the Client at the Client's nominated address.
- 8.2 Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this Contract.
- 8.3 GT may deliver the Services/Bins by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 8.4 Any time specified by GT for delivery of the Services/Bins is an estimate only and GT will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Services/Bins to be supplied at the time and place as was arranged between both parties. In the event that GT is unable to supply the Services/Bins as agreed solely due to any action or inaction of the Client then GT shall be entitled to charge a reasonable fee for re-supplying the Services/Bins at a later time and date.

9. Risk

- 9.1 Irrespective of whether GT retains ownership of any Incidental Items all risk for such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client until such time as GT may repossess the Incidental Items in accordance with clause 13.3(f). The Client must insure all Incidental Items on or before delivery.
- 9.2 GT reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental Items or Bins as a result of the Client's failure to insure in accordance with clause 9.1.
- 9.3 The Client accepts full responsibility for and shall keep GT indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the Bins during the Hire Period however arising and whether or not arising from any negligence, failure or omission of the Client or any other persons.

10. Contaminated or Dangerous Waste

- 10.1 The Client shall not use Bins to store or dispose of any explosive, flammable or otherwise dangerous goods, furthermore the Client agrees to indemnify GT against any costs, loss or damage which GT might incur, or claims of any nature made against GT as a result of the Client's failure to comply with this clause.
- 10.2 The Client acknowledges that:
 - (a) Bins shall not be used to dispose of asbestos, car batteries, gas bottles, tyres, mattresses, TV monitors, bullets, fuel cans containing fuel, toxic chemicals or liquids;
 - (b) wet paint is under no circumstances accepted for disposal. Paint tins must be empty and dry before being placed in Bins;
 - (c) household waste must be placed in garbage bags prior to being placed in Bins, under no circumstances may food scraps be disposed of in a skip bin.
- 10.3 GT operates within the guidelines as set down in the South Australian Environment Protection Act 1993 (including, but not limited to, the correct disposal of dangerous goods, asbestos waste, and/or vehicle tyres). The Client agrees to indemnify GT against all additional costs for disposal and/or fines that GT may incur in the event that the Client fails to notify GT of any such items, or substances and that the Bins supplied are then used to dispose of.
- 10.4 Special Bins to dispose of contaminated waste are available on request and the Client acknowledges that such Bins are subject to additional costs.

11. Overloading

- 11.1 If when GT arrives to collect Bins to facilitate the disposal of its contents and finds that the Bins are overloaded (by volume or weight), then GT shall, at its sole discretion, either:
 - (a) refuse the carriage of the Bins until the Client has reduced the load to an acceptable level; or
 - (b) leave behind the overloaded portion; or
 - (c) provide the Services in which case, the Client shall be liable to GT for all additional costs then incurred by GT (including, but not limited to, any fines, penalties, or additional dumping fees).

12. Placement and Access

- 12.1 Skip bins shall be placed where directed by the Client and, in the absence of the Client's directions, GT shall place the skip bin at the delivery address at the nearest clear area to the roadside. The Client agrees to indemnify GT against any claims whatsoever made against GT that arise out of the placement of the skip bin.
- 12.2 The Client agrees that the Client shall not move a skip bin once placed in position by GT, except with the express approval of GT.
- 12.3 In the event that either party to this Contract is ordered to remove a skip bin by any statutory authority, they shall immediately notify the other party of the requirement to do so and organise the removal of the skip bin. The Client agrees to indemnify GT against all additional costs incurred by GT in complying with any such order, or through the Client's failure to comply with any such order, or through the Client's failure to comply with the provisions of this clause.
- 12.4 The Client shall ensure that it has, prior to delivery of Bins, all approvals required from any local authority where the Bins are to be located on the roadside or any footpath adjacent thereto.
- 12.5 The Client shall be responsible at all times for ensuring GT has clear and free access to the site at which the Bins are to be (or is) located. GT shall not be liable for any loss or damage caused (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) when delivering or collecting any Bins unless due to the negligence of GT.
- 12.6 If there are any delays due to clear or free access not being available when GT arrives to deliver or collect Bins then the Client shall reimburse GT for all additional costs incurred by GT as a result of such delay (including, in the case of Bin collection, any hire fees lost due to the Bins being unavailable).

13. Title to Incidental Items

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- 13.1 GT and the Client agree that where it is intended that the ownership of Incidental Items is to pass to the Client that such ownership shall not pass until:
- (a) the Client has paid GT all amounts owing for the Services/Bins; and
 - (b) the Client has met all other obligations due by the Client to GT in respect of all contracts between GT and the Client.
- 13.2 Receipt by GT 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 and until then GT's ownership in the Incidental Items or rights in respect of the Services shall continue.
- 13.3 It is further agreed that, until ownership of the Incidental Items passes to the Client in accordance with clause 13.1:
- (a) the Client is only a bailee of the Incidental Items and must return the Incidental Items to GT immediately upon request by GT;
 - (b) the Client holds the benefit of the Client's insurance of the Incidental Items on trust for GT and must pay to GT the proceeds of any insurance in the event of the Incidental Items being lost, damaged or destroyed;
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Incidental Items. If the Client sells, disposes or parts with possession of the Incidental Items then the Client must hold the proceeds of sale of the Incidental Items on trust for GT and must pay or deliver the proceeds to GT on demand;
 - (d) the Client should not convert or process the Incidental Items or intermix them with other goods, but if the Client does so then the Client holds the resulting product on trust for the benefit of GT and must dispose of or return the resulting product to GT as GT so directs;
 - (e) the Client shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of GT;
 - (f) the Client irrevocably authorises GT to enter any premises where GT believes the Incidental Items are kept and recover possession of the Incidental Items.
- 14. Personal Property Securities Act 2009 ("PPSA")**
- 14.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 14.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:
- (a) all Incidental Items/Bins previously supplied by GT to the Client;
 - (b) all Incidental Items/Bins will be supplied in the future by GT to the Client and the proceeds from such Incidental Items; and
 - (c) all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to GT for Services – that have previously been provided and that will be provided in the future by GT to the Client.
- 14.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up to date in all respects) which GT may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 14.3(a)(i) or 14.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, GT for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Incidental Items/Bins charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of GT;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items/Bins or the proceeds of such Incidental Items/Bins in favour of a third party without the prior written consent of GT.
- 14.4 GT and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 14.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 14.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 14.7 Unless otherwise agreed to in writing by GT, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 14.8 The Client must unconditionally ratify any actions taken by GT under clauses 14.3 to 14.5.
- 14.9 Subject to any express provisions to the contrary (including those contained in this clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 15. Security and Charge**
- 15.1 In consideration of GT agreeing to supply Services/Bins, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 15.2 The Client indemnifies GT from and against all GT's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising GT's rights under this clause.
- 15.3 The Client irrevocably appoints GT and each director of GT as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Client's behalf.
- 16. Defects, Warranties and the Competition and Consumer Act 2010 ("CCA")**
- 16.1 The Client must inspect GT's Services on completion, and the Bins on delivery and must within seven (7) days notify GT in writing of any evident defect in the Services or Bins, or any Incidental Items provided, or of any other failure by GT to comply with the description of, or quote for, the Services or Bins which GT was to supply. The Client must notify any other alleged defect in GT's Services, Bins or Incidental

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- Items as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow GT to review the Services, Bins or Incidental Items that were provided.
- 16.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 16.3 GT acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 16.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, GT makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services/Bins. GT's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 16.5 If the Client is a consumer within the meaning of the CCA, GT's liability is limited to the extent permitted by section 64A of Schedule 2.
- 16.6 If GT is required to rectify, re-supply, or pay the cost of re-supplying the Services/Bins under this clause or the CCA, but is unable to do so, then GT may refund any money the Client has paid for the Services/Bins but only to the extent that such refund shall take into account the value of Services/Bins and Incidental Items which have been provided to the Client which were not defective.
- 16.7 If the Client is not a consumer within the meaning of the CCA, GT's liability for any defective Services/Bins or Incidental Items is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by GT at GT's sole discretion;
 - (b) otherwise negated absolutely.
- 16.8 Notwithstanding clauses 16.1 to 16.7 but subject to the CCA, GT shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Bins or Incidental Items;
 - (b) the Client using the Bins or Incidental Items for any purpose other than that for which they were designed;
 - (c) the Client continuing to use any Incidental Items after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) interference with the Services by the Client or any third party without GT's prior approval;
 - (e) the Client failing to follow any instructions or guidelines provided by GT;
 - (f) fair wear and tear, any accident, or act of God.
- 16.9 In the case of second-hand Bins, unless the Client is a consumer under the CCA, the Buyer acknowledges that it has had full opportunity to inspect the second hand Bins prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by GT as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that GT has agreed to provide the Client with the second hand Bins and calculated the Price of the second hand Bins in reliance of this clause 16.9.
- 16.10 GT may in its absolute discretion accept non-defective Bins for return in which case GT may require the Client to pay handling fees of up to twenty-five percent (25%) of the value of the returned Bins plus any freight costs.
- 16.11 Notwithstanding anything contained in this clause if GT is required by a law to accept a return, then GT will only accept a return on the conditions imposed by that law.
- 17. Bin Hire**
- 17.1 Bins shall at all times remain the property of GT and is returnable on demand by GT. In the event that Bins are not returned to GT in the condition in which it was delivered GT retains the right to charge the Client the full cost of repairing the Bins. In the event that Bins are not returned at all GT shall have right to charge the Client the full cost of replacing the Bins.
- 17.2 The Client accepts full responsibility for the safekeeping of the Bins and the Client agrees to insure, or self-insure, GT's interest in the Bins and agrees to indemnify GT against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Bins. Further the Client will not use the Bins nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 17.3 Return of the Bins ("**Return**") will be completed when the:
- (a) Bins are returned by the Client to GT's place of business; or
 - (b) GT takes back possession of the Bins once collection by GT is affected.
- 18. Client's Responsibilities**
- 18.1 The Client shall:
- (a) satisfy itself at commencement that the Bins are suitable for its purposes;
 - (b) maintain the Bins as is required by GT;
 - (c) use the Bins safely, strictly in accordance with the law, only for its intended use, and in accordance with any instruction whether supplied by GT or posted on the Bins;
 - (d) be liable for any parking or traffic infringement, impoundment, towage and storage costs incurred during the Hire Period and will supply relevant details as required by the Police and/or GT relating to any such matters or occurrences;
 - (e) comply with all work health and safety laws relating to the Bins use;
 - (f) on termination of the hire, deliver the Bins clean and in good order as delivered, fair wear and tear accepted, to GT;
 - (g) keep the Bins in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Bins;
 - (h) employ the Bins solely in its own work and shall not permit the Bins or any part thereof to be used by any other party for any other work;
 - (i) indemnify and hold harmless GT in respect of all claims arising out of the Client's use of the Bins.
- 18.2 The Client shall not:
- (a) alter or make any additions to the Bins including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Bins or in any other manner interfere with the Bins;
 - (b) not exceed the recommended or legal load and capacity limits of the Bins;

- (c) not use or carry any illegal, prohibited or dangerous substance in or on the Bins;
 - (d) not fix any of the Bins in such a manner as to make it legally a fixture forming part of any freehold.
- 18.3 Immediately on request by GT the Client will pay:
- (a) the new list price of any Bins that is for whatever reason destroyed, written off or not returned to GT;
 - (b) all costs incurred in cleaning the Bins;
 - (c) all costs of repairing any damage caused by:
 - (i) the negligence of the Client or the Client's agent;
 - (ii) vandalism, or (in GT's reasonable opinion) in any way whatsoever other than by the ordinary use of the Bins by the Client.
 - (d) any:
 - (i) lost hire fees GT would have otherwise been entitled to for the Bins, under this, or any other hire contract;
 - (ii) costs incurred by GT in picking up and returning the Bins to GT's premises if the Client does not return the Bins to GT's premises or any pre-agreed pickup location when it was originally agreed that the Client would do so;
 - (iii) insurance excess payable in relation to a claim made by either the Client or GT in relation to any damage caused by, or to, the hire Bins whilst the same is hired by the Client and irrespective of whether charged by the Client's insurers or GT's.

19. Intellectual Property

- 19.1 Where GT has designed, drawn or developed Incidental Items for the Client, then the copyright in any Incidental Items shall remain the property of GT. Under no circumstances may such designs, drawings and documents be used without the express written approval of GT.
- 19.2 The Client warrants that all designs, specifications or instructions given to GT will not cause GT to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify GT against any action taken by a third party against GT in respect of any such infringement.
- 19.3 The Client agrees that GT may (at no cost) use for the purposes of marketing or entry into any competition, any Incidental Items which GT has created for the Client.

20. Default and Consequences of Default

- 20.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at GT's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 20.2 If the Client owes GT any money, the Client shall indemnify GT from and against all costs and disbursements incurred by GT regarding legal costs on a solicitor and own client basis, internal administration fees, GT's contract fees owing for breach of these terms and conditions, including but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.
- 20.3 Further to any other rights or remedies GT may have under this Contract, if a Client has made payment to GT, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by GT under this clause 20 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 20.4 Without prejudice to GT's other remedies at law GT shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to GT shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to GT becomes overdue, or in GT's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client has exceeded any applicable credit limit provided by GT;
 - (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

21. Cancellation

- 21.1 Without prejudice to any other remedies GT may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions GT may suspend or terminate the supply of Services to the Client. GT will not be liable to the Client for any loss or damage the Client suffers because GT has exercised its rights under this clause.
- 21.2 GT may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Client. On giving such notice GT shall repay to the Client any money paid by the Client for the Services. GT shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 21.3 In the event that the Client:
 - (a) cancels delivery of Bins or Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by GT as a direct result of the cancellation (including, but not limited to, any loss of profits);
 - (b) cancels the provision of Services or Bins prior to the expiry of any specified hire contract, then the Client shall be liable to pay for the provision of the Services or Bins until the expiration of the hire contract;
 - (c) fails to give notice of intention to cancel at least thirty (30) days prior to the expiration date of the hire contract, the hire contract shall automatically renew on a monthly basis, unless cancelled by way of the Client providing GT with thirty (30) days' notice.

22. Privacy Policy

- 22.1 All emails, documents, images or other recorded information held or used by GT is Personal Information, as defined and referred to in clause 22.3, and therefore considered Confidential Information. GT acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). GT acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by GT that may result in serious harm to the Client, GT will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information

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- must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 22.2 Notwithstanding clause 22.1, privacy limitations will extend to GT in respect of Cookies where the Client utilises GT's website to make enquiries. GT agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to GT when GT sends an email to the Client, so GT may collect and review that information ("collectively Personal Information")
- If the Client consents to GT's use of Cookies on GT's website and later wishes to withdraw that consent, the Client may manage and control GT's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the website.
- 22.3 The Client agrees for GT to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by GT.
- 22.4 The Client agrees that GT may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 22.5 The Client consents to GT being given a consumer credit report to collect overdue payment on commercial credit.
- 22.6 The Client agrees that personal credit information provided may be used and retained by GT for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Services; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Services.
- 22.7 GT may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 22.8 The information given to the CRB may include:
- (a) Personal Information as outlined in 22.3 above;
 - (b) name of the credit provider and that GT is a current credit provider to the Client;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults (provided GT is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and GT has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of GT, the Client has committed a serious credit infringement;
 - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 22.9 The Client shall have the right to request (by e-mail) from GT:
- (a) a copy of the Personal Information about the Client retained by GT and the right to request that GT correct any incorrect Personal Information; and
 - (b) that GT does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 22.10 GT will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 22.11 The Client can make a privacy complaint by contacting GT via e-mail. GT will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 23. Service of Notices**
- 23.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email address.
- 23.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

24. Trusts

- 24.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not GT may have notice of the Trust, the Client covenants with GT as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
 - (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Client will not without consent in writing of GT (GT will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.

25. General

- 25.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 25.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts in that state. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order).
- 25.3 Subject to clause 16, GT shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by GT of these terms and conditions (alternatively GT's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services).
- 25.4 GT may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- 25.5 The Client cannot licence or assign without the written approval of GT.
- 25.6 GT may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of GT's sub-contractors without the authority of GT.
- 25.7 The Client agrees that GT may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for GT to provide Services to the Client.
- 25.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments, including but not limited to, any Government imposed border lockdowns, etc, ("Force Majeure") or other event beyond the reasonable control of either party.
- 25.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
- 25.10 This Contract and any subsequent hire agreement between GT and the Client, shall constitute as the entire agreement between GT and the Client, and the Client hereby acknowledges that no reliance is placed on any representation made by GT that is not embodied in this Contract.
- 25.11 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.