

HIRE AGREEMENT

1. The words below have the meaning set out opposite them:

<i>Words</i>	<i>Meaning</i>
a Charges	All the amounts listed in clause 3 (a) and (b).
b Commencement	The date on the front page.
c Completion	The earlier of the time the Bin is collected as a result of the agreed date due for pickup or in response of the receipt of a telephone call advising of the Bin pickup.
d Customer	The party named as Customer on the front page.
e Bin	The bins (and the accessories hired therewith) listed on the front page.
f Hire Fees	The amounts listed as Hire Fees on the front page.
g Hire Period	The period of commencement until earlier of: i) The collection of the Bin in accordance with the stated pickup date on the front page. ii) The collection of the Bin in response to the receipt of a telephone call advising of the Bin pickup.
h ATLAS	ATLAS WASTE & RECYCLING MANAGEMENT.
i Date Due for Pickup	The date on which the Bin will be picked up as result of: i) The date specified on the front page. ii) The agreed date resultant from the receipt of a telephone call amending the Date Due for Pickup as specified on the front page.
j Site	The Bin delivery address as specified by the Customer.

2. ATLAS will:

- a Upon the receipt of a booking, deliver a Bin to the Site as specified by the Customer.
- b Provide a Bin to the Customer for the Hire Period for the purpose of depositing waste products into, with the following exceptions:
 - i) food/putrescible/animal waste.
 - ii) fibro/asbestos products, except for where a bin has been specifically provided for that purpose.
 - iii) any paints, oils, fuels, liquids or chemicals.
- c Charge additional fees for Bins on hire in excess of the Hire Period.
- d Collect the Bin in accordance with the Hire Period as specified on the front page, without notice to the Customer.
- e Collect the Bin within the specified Hire Period in accordance with the Customer's instructions.

3. The Customer will:

- a On or before commencement (*or as provided in the customer's credit application with ATLAS*), pay to ATLAS all of the following charges:
 - i) the Hire Fees.
 - ii) any fee associated with placing a Bin on public land.
- b Forthwith upon request pay to ATLAS all of the following charges:
 - i) the replacement costs (as per its new price at commencement) of any Bins which have been unlawfully removed from the Site.

- ii) all fines, fees, penalties, levies, charges and taxes payable by ATLAS in respect of this agreement and hiring.
- iii) any additional Hire Fees resulting from Customer exceeding the Hire Period.
- iv) any additional Hire Fees resulting from Customer exceeding the top rim of the Bin.
- v) all costs of repairing any damage caused to the Bin whilst being on hire on Site to the Customer.
- vi) all costs associated with the recovery of a Bin which has been moved from its original point of delivery.
- vii) any additional excess weight charges.
- c. Comply with all Occupational Health and Safety laws relating to use and loading of Bins.

4. The Customer will not:

- a. Tamper with, damage or repair the Bin.
- b. Lose or part with possession of the Bin.
- c. Move the Bin from the original point of delivery.
- d. Deposit any of the following in the Bin:
 - i) fibro/asbestos (except for where the bin has been provided for that purpose).
 - ii) food, putrescible/animal waste, oils, paints, fuels, chemicals or liquids.
- e. Fill the Bin exceeding the rim.

5. ATLAS Refund Policy:

- a You will be entitled to a full refund (excluding an administration charge of 5%) if you, the customer, cancel your order by contacting ATLAS no less than 3 days prior to delivery, either via email customerservice@atlaswaste.com.au or by phoning 1800 028 527.
 - i) You will also be entitled to a full refund (excluding administration charge of 5%), in the unlikely event of a non-delivery of your bin. This does not include preferred delivery times within that day, only non-delivery. Should ATLAS reschedule a delivery or a collection of the bin than the above is null and void.
 - ii) Please contact ATLAS with any changes as soon as possible to avoid cancellation costs
- b Partial refunds will be issued:
 - i) You will be entitled to a partial refund in the event an order is cancelled by you, the customer, no less than two (2) business days prior to the Delivery Date. The cancellation fee will be 15% of the charged amount and payable to ATLAS WASTE AND RECYCLING MANAGEMENT PTY LTD.
 - ii) You will be entitled to a partial refund, in the event an order is cancelled by you, the customer, (1) Business Day prior to the Delivery Date. The cancellation fee will be 20% of the charged amount and payable to ATLAS WASTE AND RECYCLING MANAGEMENT PTY LTD.
- c No refund issued:
 - i) If the booking is cancelled on the delivery date.
- d Refund Account
 - i) Refunds will ONLY be made payable to the credit card on which the original purchase was made. Refunds will be made within 5 business days from the date of cancellation.

6. All payments are processed in Australian Dollars.

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