



14 Day Business Account

 Bin Hire

 Waste Facility

1. General Information

<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	
Please complete using BLOCK letters and indicate Entity Type with a tick:	
<input type="checkbox"/> Company <input type="checkbox"/> Government <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Club/Non Profit/Trust	
Date Business Established ___/___/___ Annual Turnover _____ Number of Employees _____	
Company Name	
Trading Name	ABN (mandatory)
Business Industry	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
Trading Address	ACN
Suburb	Postcode
Postal Address (as above please tick) <input type="checkbox"/>	
Suburb	Postcode
Reception Telephone	Reception Fax
Credit Limit Desired (Est. Monthly Spend)	

2. Contact & Invoicing Information

Authorised Purchaser	Direct Telephone No.	Direct Fax
Email		
Accounts Payable Clerk	Direct Telephone No.	Direct Fax
Email		
Trading Reference	Contact Telephone No.	Contact Fax
Email		

Invoices can be delivered via email/fax to the person who placed the order, or in the box with the goods.

Invoices should be delivered via (tick one box only):

Email Fax

Monthly Statement should be sent via: Email Fax

Email Address

Fax Number

Special Accounts Payable, Purchase order requirements (please note)?:

Is a Monthly Waste Calculator and Green Certificate required?: Yes No

3. Directors, Sole Traders and Partnerships

If more than 2 please indicate how many

1. Title & Full Name	D.O.B	DVILC. No.	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
Residential Address			
2. Title & Full Name	D.O.B	DVILC. No.	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
Residential Address			

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Please return via - **Fax:** (08) 9437 9386 **Email:** reception@matera3.com.au **Post:** 20 Dobra Rd, Yangebup WA 6164

Matera Environmental Terms and Conditions

Resource Recovery Facility

WASTE ACCEPTANCE

The Facility user is to ensure no traces of prohibited items are contained in any load brought onto our Waste Facility site located at 313 Abercrombie Road, Postans and that no prohibited waste items are unloaded, tipped or spilled onto this site. Matera Environmental - Resource Waste Facility does not accept any asbestos, traces of asbestos, liquid waste, medical or sanitary waste, food waste, hazardous chemicals and any toxic substances as stipulated on our Website: www.materaenvironmental.com.au

DECONTAMINATION FEE

The Facility User is responsible for ensuring no contamination of land; groundwater or air takes place and is liable for all clean up, decontamination costs and charges associated with the removal of prohibited items that have entered the site knowingly or unknowingly to comply with the health Act and Contaminated Sites Act.

WASTE MATERIALS

Matera Environmental shall acquire title to the customer waste materials when they are accepted at our site and offloaded in accordance with our terms and conditions.

THE DEPOSITOR

The depositor of waste materials to which these terms and conditions relate is not the Customer, the depositor warrants that he is authorised to contract with Matera Environmental on behalf of the customer/Facility User who hold a current account with Matera Waste.

WASTE SOURCE

The Facility User is responsible for knowing and providing details regarding the source location of waste material being brought onto site for recycling/processing and the types, quantities and state of all waste material collected for disposal.

THE WASTE USER

The Waste Facility User releases Matera Environmental and its employees from liability for all loss or damage what so ever arising (including loss or damage from death, bodily injury or damage to property) in respect of or resulting from Customer's use of our site) or any negligent acts or omissions of Matera Environmental, its employees or subcontractors in the operation of Matera Environmental Resource Waste Recovery Facility.

Skip Bin Services

- The Contractor shall not be liable for any loss or damage of any kind whatsoever caused to the Client or to the property and/or goods of the Client whether such loss or damage was caused by acts, defaults or negligence on the part of the Contractor or otherwise. All goods are handled, lifted and/or earned entirely or Owner's risk.
- The Contractor shall have full liberty to arrange with any other person, persons or corporation to undertake the Contractor's obligations under the agreement for such time and on such conditions as the Contractor thinks fit and any such other person, persons or corporation shall as against the Client be entitled to the benefit of these conditions.
- Every special instruction to the effect that charges shall be paid by the Client shall be deemed to include a stipulation that if the Client does not pay the said charges within seven (7) days of the date set for payment or, if no date is set for payment, within seven (7) days for delivery or tendered delivery of the goods, then the Hirer shall pay the said charges.
- The Client is responsible for marking out the work and the equipment is hired only on the following conditions.
 - The Matera Environmental is not responsible for damages to property, foundations, cables, ect. caused when working within the Clients instructions.
 - Matera Environmental is not responsible for any expenses whatsoever incurred through breakdown or other delays.
- Requests for credit will not be considered unless advised within seven (7) days from date of invoice.
- Interest will be charged on overdue accounts.

RENTAL AGREEMENT

- Supplier Work Authorisation Agreement – The Supplier shall give the Hirer an Agreement specifying the work required to be done in order to fulfil the Hirer's instructions.
- Acceptance by the Hirer – Where the Supplier has given the Hirer an Agreement:

- The Supplier need not commence work until the Agreement has been accepted by the Hirer;
- Acceptance by the Hirer of the Agreement will constitute acceptance by the Hirer of these Terms and Conditions.

- In acceptance of the Agreement, the Hirer warrants that it has not relied on any representation by the Supplier and its employees and agents other than as supplied in writing in the Agreement.
- Supplier May Revise Agreement – The Supplier may amend the Agreement before the Order has been completed to take into account any rise or fall in the cost of performing the Order and the Supplier shall notify the Hirer of such amendment as soon as practicable thereafter. Upon the Supplier giving the Hirer notification of such amendment the amended Agreement shall be deemed to be the Agreement for the purposes of the Terms and Conditions.
- Verbal Confirmation – In the absence of a written Agreement and for practical purposes it is agreed that verbal confirmation shall also be binding.
- Asbestos found in a Matera Environmental skip bin concealed by the hirer will incur an additional charge of \$120.00. This fee is inclusive of the reload fee, redelivery and collection of the bin. The client will also be responsible for the correct and legal removal of the asbestos from the bin.
- Concealment of Hazardous waste in Skip Bins is Illegal and penalties do apply by law.
- Tyre disposal fee – 4WD/Truck \$16.50 (inc gst) & Car \$11.00 (inc gst). Clients will be charged per tyre discovered in bins.
- No castors will be fitted to bins
- Wasted journey fee - \$100 (inc gst) Clients who have requested bins to be collected and cannot present the bin in collectable condition upon arrival due to bins being overfull, inaccessible or not ready for pick up will have this fee applied to their booking
- Rates are based on 85kg per cubic metre
- Extension of hire fee - \$50 (inc gst) Account holders will be charged an additional amount per week after, if they exceed their original 28 day hire period
- Zoning fee - \$130 (inc gst) This fee is applied to clients who require services that entail the bin to be delivered and picked up beyond a particular boundary line. Please refer to our zoning diagram for detailed information as to whether a zoning fee may apply to you.

DELIVERY

Bins – Delivery of the bins shall be made to the Hirer's nominated address. The Hirer shall make all arrangements necessary to take delivery of the bins whenever they are tendered for delivery. Delivery of bins to a third party nominated by the Hirer is deemed to be delivery to the Hirer for the purpose of this agreement. The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated. The Supplier shall not be liable for any loss or damage whatsoever due to the failure by the Supplier to deliver the bins (or any part of them) promptly or at all.

PAYMENT

Time for Payment – The Hirer will receive the Supplier's invoice from delivery date of the bins and must pay the Supplier the total amount set out in the invoice at the time the Supplier has specified in the Agreement.

- Interest – The Supplier may charge interest at 2.5% per calendar month on amounts not paid within the time specified in the Agreement.
- Credit Card Payment – Credit card payments may incur a 3% surcharge.
- Dishonoured Cheques – Dishonoured cheques will attract an administration fee including, but not limited to charges levied by banks and other financial institutions.
- Damages – The Hirer must pay to the Supplier any costs, expenses or losses incurred by the Supplier as a result of the Hirer's failure to pay to the Supplier all sums outstanding as owed by the Hirer to the Supplier including without limiting the generality of the forgoing any debt collection and legal costs incurred in enforcing payment on a Solicitor and own client basis.
- In the event of non payment, bankruptcy or insolvency all waste is deemed to belong to the Hirer until payment is made and the



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Supplier reserves the right to unload their bins at the Hirer's site prior to removal and remove their bins from the Hirer's site.

REFUND POLICY

Matera Environmental will provide a refund of fees paid if:

- Failure of Matera Waste to deliver your skip.
- Customer cancels skip delivery provided the job has not been dispatched. A service charge would apply if the skip has already been dispatched or delivered. Service charge includes all charges incurred prior to disposal of the waste at the Landfill or Waste Transfer Disposal facility. To avoid service charges please notify us as soon as possible if you intend to cancel your skip by calling 1300 246 766.
- Refunds can only be made to the credit card details supplied at time of booking. A refund will be processed within 2 business days less a \$4.00 booking fee.

PRIVACY POLICY

Matera Environmental is dedicated to keeping your details private. Any information, we collect in relation to you, is kept strictly secured. We do not pass on/sell/swap any of your personal details with anyone. We use this information to identify your orders, provide you with our monthly newsletter (if applicable) and to personalise your shopping experience with us; that's all.

Matera Environmental uses cookies to allow you to login to your account, maintain a shopping cart and to purchase items in your shopping cart. Cookies sent to your computer from Matera Waste only last while you're browsing our website. We do not store persistent cookies on your computer. Cookies also allow us to give you a more personalised shopping experience by displaying products that interest you throughout our product pages, thus providing you with a more friendly, interesting and enjoyable shopping experience.

Whenever you use our web site, or any other web site, the computer on which the web pages are stored (the Web server) needs to know the network address of your computer so that it can send the requested web pages to your Internet browser. The unique network address of your computer is called its "IP address," and is sent automatically each time you access any Internet site. From a computer's IP address, it is possible to determine the general geographic location of that computer, but otherwise it is anonymous. We do not keep a record of the IP addresses from which users access our site except where you have specifically provided us with information about yourself, in which case we also record your IP address for security purposes. An example of this would be when proceeding to a checkout to finalise an order you may wish to make. After completing the form provided, your IP address will be stored along with a transaction number that allows us to track your order.

SECURITY POLICY

When purchasing from Matera Environmental your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is approximated to take at least one trillion years to break, and is the industry standard. If you have any questions regarding our security policy, please contact our customer support on 1300 246 766.

DISPUTES

Queries/disputes relating to invoices and/or statements received by the Account Holder should be reported to the Supplier's office within seven (7) days of receipt of said invoice and/or statement.

- The Hirer shall contact the Supplier, within twenty four (24) hours of delivery to site, should the bins not match the specifications confirmed on the order.

SUBCONTRACTORS DISPUTE RESOLUTION

Without prejudice to either party's rights under the Building and Construction Industry Payments Act 2005 and the Subcontractors Charges Act 1974, either party may refer any dispute under, or arising out of, this contract to the Institute of Arbitrators and Mediators Australia, for resolution under the Rules of the Construction Industry Dispute Resolution Scheme. Each case will first be referred to a Conciliator appointed by the Institute unless each party wishes to proceed directly to Arbitration. If the conciliation is not satisfactory concluded within six weeks or if the parties want to proceed directly to arbitration, the Institute will appoint an Arbitrator who will make a final and binding award.

RETENTION OF TITLE

The Suppliers' bins remain the property of the Supplier at all times.

- The Hirer shall indemnify the Supplier from any loss or damage to the Suppliers' bins while in the Hirer's care.
- The Hirer shall not remove, deface or cover up identifying marks, nor shall the Hirer cause to remove the bins from their initial location without prior approval from the Supplier.

ADDITIONAL CHARGES

Over filled bins may require sorting and/or unloading to ensure they comply with transport requirements. Any action will be at the sole discretion of the Supplier's driver and may incur a fee.

- The Hirer shall indemnify the Supplier from costs should bins be ordered and delivered and subsequently not be required by the Hirer or the specific drop off location offered by the Hirer in the opinion of the Supplier's driver be deemed to be unsafe or inaccessible. The Supplier may claim the portion of the service already provided to the Hirer.
- The Supplier reserves the right to charge a cleaning fee for excessive amounts of paint, plaster, granosite and other such products disfiguring the exterior of the bins.
- In the event of a non-approved use and/or relocation of the bins by the Hirer, the Supplier reserves the right at all times at access the site to remove or recover the bins and charge the Hirer for:
 - o Any damage to the Supplier's bins;
 - o Any expense incurred in recovering and/or removing the bins.
- Travelling time may be charged when the time and distance exceeds those normally allowed for in the Agreement. The Supplier will notify the Hirer when confirming the hire.
- An additional charge may be incurred when clear and/or safe access is not available to the Supplier's driver when delivering or removing bins, resulting in the Suppliers driver needing to wait until the access problem is rectified.
- The Hirer shall indemnify the Supplier from any damage to property caused in the execution of the delivery or removal of bins when clear access has not been made available by the Hirer.
- A longer rental period may be incurred if the location selected by the Hirer subsequently proves to be inaccessible due to weather conditions.
- The Hirer shall indemnify the Supplier from damage caused to truck tyres should the Hirer or their representative instruct the Supplier's driver to drive over objects that may reasonably be considered to have contributed to such damage.

OUR FACILITY

Matera Environmental is not responsible or liable for theft, fire or damage or injury of persons, skips bins or machinery that operate in our Waste Facility.

FORCED MAJEURE EVENT

In the case of a forced majeure event, Matera Environmental cannot guarantee, nor is liable for being able to adhere to standard, stipulated operational procedure with regards to: waste acceptance, retrieval, screening, processing, carting, recycling, reuse and disposal. Matera Environmental may be forced to operate outside of its 'normal' and standard processes and systems as potentially directed by these circumstances and/or specific government officials with the authority to direct Matera 3 Pty Ltd to temporarily engage in practices that differ from 'normal' or standard procedure.

Please sign below to agree to these terms and conditions.

Name: _____

Signature: _____

Date: _____

