Terms and Conditions

These Terms and Conditions (**Terms**) govern your use of the services offered by 1800 MEL BIN PTY LTD (ACN 639 232 698) trading as Unlimited Bins (**we, us, our**) and our website at www.binhiremelbourne.com.au (**Site**), and form a binding contractual agreement between us, and you. Other terms and conditions contained in the privacy policy (**Privacy Policy**) also form part of the agreement with you.

These Terms are important and should be read carefully. Any questions about these Terms must be directed to us in writing at admin@unlimitedbins.com.au before engaging our services.

Subject to any subsequent agreements you may be required to enter with us, these Terms constitute the entire agreement between you and us and supersedes all prior agreements, conduct, representations and understandings. You confirm you have not entered into this agreement on the basis of any representation that is not expressly incorporated into these Terms.

1 ACCEPTANCE OF TERMS

1.1 We will provide you with a copy of these Terms and with a quote (**Quote**) before you engage our services, as described in clause 3 (**Services**), via the booking checkout page (**Checkout**) on our Site.

1.2 By paying any amount to us in respect to the Services or otherwise instructing us to proceed with the Services in writing, you acknowledge that you have read and understood the Terms and the Quote and agree to be bound by them, and all our other policies.

1.3 Should you request an increase in the scope or level of the Services after receiving the Quote, we will provide you with an amended Quote in writing via email and you agree to be bound by the amended Quote together with our Terms, as at that date.

2 VARIATIONS TO TERMS

2.1 We reserve the right to update and change these Terms from time to time without notice.

2.2 You will be subject to the Terms in force at the time when you engage our Services, unless agreed otherwise by both parties in writing.

3 OUR SERVICES

3.1 We offer hire of a range of skip bins (**Skips**) for waste disposal.

3.2 Your hire of a Skip includes delivery and collection of the Skip by us.

3.3 Your hire of a Skip includes any good or service listed under the “Extras” tab at Checkout and selected by you in addition to the Skip, excluding any excavator, track loader or other machinery or equipment for which we require a separate agreement under clause 4 (**Extra**).

3.4 **Engaging our Services**

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(a) Unless subsequently agreed otherwise between the parties in writing, all details of the specific nature of the Services to be provided by us to you are those selected and purchased at Checkout, including but not limited to:

(i) the duration of the hire, commencing and terminating on the selected "Delivery Date" and "Collection Date" respectively (**Hire Period**);

(ii) the address of the location where the Skip is to be placed and used during the Hire Period (**Project Location**);

(iii) the specifications of the Skip to be provided to you; and

(iv) the Extras to be provided to you, if any.

(b) Any extension of the provision of our Services beyond the Hire Period, including the terms applicable to such extension, is to be determined in accordance with clause 6 (**Extended Hire**).

4 EQUIPMENT HIRE AGREEMENT

4.1 In the event that you wish to hire any form of machinery from us, including but not limited to a mini excavator or track loader, in addition to the Skip and any selected Extras, we require you to enter into a separate agreement with us in respect of the hire of this machinery (**Equipment Hire Agreement**). We will provide a copy of the Equipment Hire Agreement to you and require its signature prior to provision of any machinery for hire.

4.2 In the event of inconsistency between these Terms and any Equipment Hire Agreement you enter into with us under clause 4.1, the terms of the Equipment Hire Agreement shall prevail to the extent necessary to reconcile the inconsistency only. These Terms will otherwise apply with full force and effect.

5 GENERAL DISCLAIMER

5.1 We provide the Services on an "as-is" and "as available" basis and whilst every effort is taken to ensure the information and content available on our Site or otherwise provided to you in relation to the Services is accurate, we make no representations and give no guarantees or warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of the information or content for any purpose.

5.2 You acknowledge and agree that we, our employees, affiliates and representatives are not responsible for decisions that you may make, or for any consequences, undesired or otherwise, that may flow from your engagement of the Services.

5.3 Any testimonials and examples of our Services, wherever published (online or in print) are not to be taken as a guarantee that you will achieve the same or similar results.

5.4 We make no warranty, representation, or guarantee regarding the suitability of our Services for any particular purpose, nor do we assume any liability whatsoever arising out

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of the application or use of any product or Service. It is your responsibility to independently determine suitability of any product or Service and to test and verify the same.

5.5 You acknowledge and agree that any results to be attained by you are dependent upon you solely.

5.6 Any timelines or delivery dates are provided by us on an estimated basis only. We make no guarantee that these timelines or delivery dates will be met as there may be interfering factors beyond our control, and we are not responsible for any delay in the delivery of our Services.

6 EXTENDED HIRE

6.1 You may request an Extended Hire no later than 1 business day prior to the expiration of the Hire Period by contacting us by phone or email.

6.2 You acknowledge that any grant of an Extended Hire is made at our sole discretion, and that we may not be able to grant you an Extended Hire subject to multiple factors including but not limited to availability of our Skips.

6.3 If we grant you an Extended Hire, you agree that additional fees will become payable by you for the period beginning on the expiry of the original Hire Period and ending upon collection of the Skip by us, calculated as per the fees as defined in clause 10 of these Terms and any additional costs incurred by us as a result, or as otherwise agreed between the parties in writing. Upon our request, you agree to provide us with your credit card details, and for this credit card to be charged, for this purpose, unless another method of payment is agreed between the parties in writing.

6.4 If we refuse or are unable to grant you an Extended Hire, we will collect the Skip from the Project Location at the end of the Hire Period as agreed upon your engagement of our Services.

6.5 You agree that if the Hire Period ceases and you continue to use the Skip or we are otherwise unable to collect the Skip from the Project Location, additional charges will become payable by you as part of an Extended Hire and you agree to pay any additional charges resulting from such Extended Hire.

7 LEGAL TITLE

7.1 You agree that we, at all times, retain legal and beneficial ownership of the Skip.

7.2 By engaging and using our Services, nothing should be construed as passing legal or beneficial ownership to you. You agree to maintain the Skip in a fiduciary capacity and as bailee for us.

7.3 Without limiting the generality of this clause, this means that:

(a) you agree not to create or permit any lien, charge or security over the Skip;

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(b) you must not remove any mark on the Skip which identifies it as being owned by us; and

(c) you must not register, or assert any entitlement to register an interest in the Skip pursuant to the *Personal Property Securities Act 2009* (Cth).

7.4 You acknowledge that if the Skip is under finance with a third-party lender and we default on the loan agreement, the third-party lender will be entitled to take possession of the Skip by entering the Project Location to possess the Skip.

8 MONITORING/TRACKING

8.1 You understand and agree that we may:

(a) have a monitoring and tracking device on the Skip;

(b) access the monitoring and tracking device at any time;

(c) save the monitoring and tracking information;

(d) retrieve the data from the monitoring and tracking device at any time during or after the time you hire the Skip; and

(e) with your permission, share the data from the monitoring and tracking device at any time during or after the time you rent the Skip with anyone at our sole discretion.

9 YOUR OBLIGATIONS

9.1 During the delivery of our Services, you agree to:

(a) only use the Skip and Extras:

(i) yourself, except to the extent of any prior agreement between the parties in writing to use of the Skip by another person authorised by you;

(ii) in accordance with all applicable laws, legislation, regulations and our policies;

(iii) in accordance with any instructions supplied by us;

(iv) in a safe, reasonable manner; and

(v) in accordance with these Terms;

(b) not place any restricted items inside the Skip, such restricted items being:

(i) asbestos;

(ii) gas bottles;

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(iii) car batteries;

(iv) wet pours of concrete which touch the bottom or sides of the Skip;

(v) food waste;

(vi) poisons paints or liquids;

(vii) paint tins;

(viii) chemical waste in solid, liquid or powder form;

(ix) insulation, unless bagged and labelled;

(x) any exclusions listed under the "Important Notes" heading at Checkout as per the waste type selected by you; and

(xi) any other dangerous goods, as defined by the Australian Dangerous Goods Code;

(c) not fill the Skip above the level of the sides of the Skip, or in excess of any weight limits advised by us, and acknowledge that an overfilled or overweight Skip may result in additional charges to you;

(d) ensure that all persons using the Skip are suitably instructed in its safe and proper use;

(e) respond promptly to our communications in relation to the Services;

(f) provide, within a reasonable amount of time, accurate, complete and current information or documentation reasonably required by us to perform the Services, including but not limited to identification documents where requested;

(g) act in good faith;

(h) take full responsibility for any misclassification of waste type at Checkout, and indemnify us in accordance with clause 18 in respect of any additional costs incurred by us as a result of such misclassification, including but not limited to those arising from rejection by a disposal facility;

(i) keep and maintain the Skip in a good state of repair;

(j) contact us as soon as possible in the event of any accident, incident or damage to the Skip;

(k) where damage to the Skip has been sustained, pay us full compensation for the replacement and/or repair of the Skip in order to put the Skip into the same condition it was in at the time of hire. Upon our request, you agree to provide us with

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your credit card details, and for this credit card to be charged, for this purpose, unless another method of payment is agreed between the parties in writing;

(l) ensure in the event that the Skip breaks or become unsafe, that appropriate steps are taken to prevent any injuries of any person using the Skip and any further damage to the Skip, and agree not to attempt to repair the Skip under any circumstances without our prior approval;

(m) return the Skip in the same condition as delivered to you, and acknowledge that failure to do so may result in additional charges applying to you;

(n) unless an Extended Hire is agreed to by us, permit and cooperate with our collection of the Skip and any Extras before or at the end of the Hire Period;

(o) pay Extended Hire charges to us if we cannot retrieve the Skip from the Project Location at the end of the Hire Period;

(p) ensure that any person taking delivery of the Skip on your behalf is authorised by you to do so, and not allege that any such person is not so authorised;

(q) ensure that the Project Location is suitable for the safe delivery, use, storage and collection of the Skip;

(r) where the Project Location is not on private property, reimburse us for the cost of any necessary permits obtained by us for the use of the Skip, including but not limited to any relevant council permits. Upon our request, you agree to provide us with your credit card details, and for this credit card to be charged, for this purpose, unless another method of payment is agreed between the parties in writing;

(s) allow our representatives to enter the Project Location for the purposes of delivering and retrieving the Skip;

(t) allow our representatives to enter the Project Location, at all reasonable times to locate and inspect the state and condition of the Skip, and acknowledge that if you are in default of any of these Terms, cannot be contacted within 48 hours of our first attempt to contact you in regard to such default, and the Skip cannot be retrieved, the Skip shall be presumed by us to be stolen;

(u) ensure that once the Skip is placed at the Project Location the Skip is not moved until collected by us at the end of the Hire Period, unless otherwise agreed between the parties in writing;

(v) take full responsibility for not allowing the Skip to be used or touched by anyone other than you, unless agreed prior between the parties in writing;

(w) take full responsibility for not allowing the Skip to be tampered with, modified, damaged or used in a way that will result in undue wear;

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(x) pay the full amount of the Hire Period even if you do not use the Skip for any or all of the time of the Hire Period;

(y) pay all fines and penalties you may incur while using the Skip; and

(z) indemnify us and hold us harmless in accordance with clause 18 for all injury or damage to the extent caused or contributed to by you, and have adequate insurance to cover all liabilities incurred as a result of the use of the Skip.

9.2 When providing our Services, you acknowledge that we may request that you provide us with responses, feedback, completed questionnaires, copy content, images and other information so we can best deliver our Services.

10 FEES

10.1 The fees for our Services (**Fees**) are as indicated in the Quote displayed to you at Checkout following entry of the details of your intended Skip hire referred to in clause 3.3.

10.2 All Fees are in Australian Dollars (AUD).

10.3 All Fees are inclusive of GST (if applicable) unless indicated otherwise, and exclude any additional charges for customs duty and other taxes, if applicable.

10.4 We reserve the right to modify, cancel and limit any Quote or Service at any time.

10.5 From time to time, we may offer the opportunity to purchase our Services at a discounted or promotional price, subject to these Terms. Any discounts, promotions and offers will be confined to the time period and additional terms of sale in accordance with the details of that respective discount, promotion and/or offer as published online from time to time on our Site.

11 PAYMENTS

11.1 Unless the parties agree otherwise in writing, including to an arrangement under clause 11.2, we will not secure your Hire Period or provide our Services to you until the full amount specified in the Quote displayed at Checkout is paid in full.

11.2 At our sole discretion, we may offer you a payment arrangement in the form of an account, as an alternative to upfront payment for our Services. If you accept this offer, and agree in writing to proceed on the basis of this arrangement:

(c) clause 11.1 of these Terms does not apply;

(d) we will send you a monthly invoice for our Services at the end of each month during which you engage our Services;

(e) you agree to pay each invoice we issue to you within 30 days from the date of issue using the payment method specified in the invoice;

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(f) we reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you;

(g) we reserve the right to inform credit watch monitoring services of ongoing default trends or payment-avoiding strategies employed where we deem it to be appropriate.

11.3 In the event that we receive an invoice for any fines or expenses you incur while you are using our Services, we will issue you with an invoice for those amounts and you agree to pay that invoice within 7 days of the date of that invoice.

11.4 Failure to make payment in accordance with these Terms may lead to cancellation or suspension of your use of our Services.

11.5 We reserve the right to suspend or terminate any Service, at our discretion, if payment is defaulted.

12 DELIVERY

12.1 The parties agree for the Skip to be delivered by us to the Project Location at the delivery time notified by us or otherwise agreed between the parties in writing (**Delivery Time**).

12.2 You acknowledge and agree that:

(a) you must provide us clear, safe and unrestricted access to the Project Location so that the Skip can be delivered;

(b) the person delivering the Skip for and on our behalf shall have absolute discretion in selecting a place at the Project Location where the Skip may be safely placed;

(c) if we determine (acting reasonably) that the Project Location cannot be accessed safely or that the Skip cannot be safely delivered, we may elect to terminate the hire arrangement under these Terms and retain any amounts paid by you, without refund, the retention of which we deem appropriate to cover, amongst other things, for any damage caused to the Skip, and any costs incurred by us; and

(d) the delivery charges included in the Quote will be calculated depending on the distance we are required to travel to reach the Project Location.

12.3 To the extent permitted by law, we exclude any and all liability, and you agree to indemnify and hold us harmless in accordance with clause 18 in respect of, any loss or damage caused to your property or the Project Location during delivery or collection by us, except to the extent directly caused by our own negligence.

12.4 You must inspect and check the Skip and notify us at the Delivery Time if the Skip, any component of the Skip or any Extra is missing, damaged, or unfit for use. If you fail to do so,

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or to provide as with any photographic or other evidence of the damage which we reasonably request, you agree to be responsible for any damage or missing Extra or Skip component at the end of the Hire Period.

13 COPYRIGHT AND TRADE MARK NOTICES

13.1 All material on the Site and provided by us during the provision of our Services, including but not limited to information, text, documents, graphics, architecture, coding and questionnaires (**our Content**), is subject to copyright. While you may browse or print our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you would like to copy or reproduce our Content. Modification of our Content is a violation of our copyright and other proprietary rights and is strictly prohibited.

13.2 You acknowledge that you do not acquire any ownership rights by using the Site or our Content.

13.3 The trade marks, logos, and service marks displayed on our Content to denote our brand are either our registered or unregistered trade marks (our **Marks**). Our Marks, whether registered or unregistered, may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion with customers, or in any manner that disparages us.

13.4 Nothing contained in our Content or our Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any our Marks without our express written permission.

13.5 You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that we will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

13.6 This clause survives termination of these Terms.

14 LINKED WEBSITES, AFFILIATES OR SPONSORS

14.1 Any links to other websites on our Site, which are not operated by us are not controlled by us and we accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of any linked sites will be subject to the terms of use and service contained within each such site.

14.2 As affiliates of certain services, we may also receive compensation for recommending, endorsing or promoting services as featured on our Site or in the course of delivering our services. Any affiliation or sponsorship is for remuneration purposes only and is not an expression of our own recommendation, endorsement or promotion of those services which are not our own.

14.3 We make no representation or warranty as to the recommendations, endorsements or promotions we make of certain services, unless expressly stated otherwise. You acknowledge and agree that any remuneration or other non-monetary benefit we receive from our affiliated, endorsed or sponsored services is for the purposes of that affiliation,

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endorsement and sponsorship only. We expressly disclaim any liability arising from your use or reliance of any recommended, endorsed or promoted services by us which are not our own and caution you to make your own independent inquiry prior to any such use or purchase.

15 CONFIDENTIALITY

15.1 Each party (**Recipient**) must keep secret and confidential and not disclose any Confidential Information (which is or has been disclosed to the recipient by the other party, its representatives or advisers), or these Terms, except:

(a) where the information is in the public domain as at the date of these Terms (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);

(b) if the Recipient is required to disclose the information by applicable law or the rules of any other document with statutory content requirements, provided that the Recipient has to the extent practicable having regard to those obligations and the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;

(c) where the disclosure is expressly permitted under these Terms and Conditions or is required to give effect to these Terms and Conditions;

(d) if disclosure is made to its personnel to the extent necessary to enable the Recipient to properly perform its obligations under these Terms and Conditions or to conduct their business generally, in which case the Recipient must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;

(e) where the disclosure is required for use in legal proceedings regarding these Terms and Conditions; or

(f) if the party to whom the information relates has consented in writing before the disclosure.

15.2 Each Recipient must ensure that its personnel comply in all respects with the Recipient's obligations under this clause.

15.3 **Definitions**

Confidential Information of a party means all information (in any form):

(i) relating to or arising from the Services; and

(ii) that concerns that party’s business operations and which any reasonable person would consider to be of a confidential nature (such as trade secrets, methods, strategies, client lists, pricing, and other business processes);

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but does not include information that:

(iii) is or becomes independently developed or known by a party through no breach of these Terms by that party;

(iv) becomes publicly available, without breach of these Terms; or

(v) is provided in the form of feedback on the Services provided.

15.4 This clause survives termination or expiry of these Terms.

16 RIGHT TO SUSPEND, TERMINATE AND REFUND

16.1 We reserve the right to suspend or terminate your use of our Services generally if you breach these terms, as determined by us at our sole discretion.

16.2 Either party may terminate your use of our Services by providing to the other party a minimum of 24 hours' written notice, unless specified otherwise in any specific product or service terms or contract you have entered into with us.

16.3 Refunds are not provided for our Services, whether accessed by you or not, unless:

(a) these Terms are terminated prior to delivery of the Skip under clause 12 and prior to the incurring of any costs by us; or

(b) we are in breach of the Australian Consumer Law, as set out in Schedule 2 to the Australian *Competition and Consumer Act 2010* (Cth).

16.4 Subject to clause 16.3 above, final payments are non-refundable after the completion of our Services.

16.5 Any refund requests will be assessed on a case-by-case basis, in accordance with the costs associated with each Service delivered by us, or otherwise where we determine in our sole discretion that genuine value has not been received or is not able to be received by you.

17 LIABILITY IS LIMITED

17.1 We provide our Services on an "as is" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by law. Subject to the other terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Services that are not expressly set out in these Terms to the maximum extent permitted by law.

17.2 Without limiting the generality of clause 17.1, we expressly exclude any liability in contract, tort or otherwise for any injury, damage, loss, delay or inconvenience caused directly or indirectly by your use of our Services.

17.3 Subject to the other terms of this clause, our maximum aggregate liability owed to you for any loss or damage or injury arising out of or in connection with the supply of our Services

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under these Terms, including any breach by us of these Terms however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the actual charges paid by you under these Terms in the one month period preceding the matter or the event giving rise to the claim.

17.4 The disclaimers, limitations of liability and indemnities within these Terms do not exclude rights that may not be excluded by law, including but not limited to, those rights under the Australian Consumer Law.

17.5 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the *Australian Consumer Law* that cannot be excluded, our total liability to you for that failure is limited to, at our option, to the resupply of the Services or the payment of the cost of resupply.

17.6 Subject to the other terms of this clause, we exclude any liability owed to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any loss of profits, loss of sales or business, loss of production, loss of agreements, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill or reputation or loss of use or corruption of data or information.

17.7 For the avoidance of doubt, nothing in this clause 17 operates to limit or cap your liability to us under these Terms.

17.8 This clause applies to the fullest extent permitted by law and shall survive termination of these Terms.

18 INDEMNITY

18.1 You agree to indemnify and hold harmless us and our officers, agents, partners, directors, shareholders and employees and subcontractors, against any direct losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with:

(a) your use of our Services;

(b) alterations to the Skip made by you;

(c) damage to the Skip caused by you, or to the extent contributed to by you;

(d) any misclassification by you of the relevant waste type at Checkout;

(e) any loss or damage caused to your property or the Project Location during delivery or collection by us, except to the extent directly caused by our own negligence;

(f) any injury or damage caused by you, or to the extent contributed to by you;

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(g) any claim made against us or you by a third party arising out of or in connection with the provision of our Services and/or these Terms;

(h) any breach of these Terms by you, including any failure to pay any Fees on time;

(i) the circulation, distribution or publication of any information or materials provided by you being contrary to law;

(j) any reliance by you or a third party on our Services or any advice or information provided in connection with the provision of our Services and/or these Terms; and

(k) the enforcement of this Agreement.

18.2 You must make payments under this clause in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by law.

18.3 We are not responsible, and expressly limit our liability to the extent permitted by law, which is without limitation to your rights under the *Australian Consumer Law*, for damages of any kind arising out of use, reference to, or reliance or use on any information contained within our Site or by engaging our Services.

18.4 This clause survives the termination of these Terms.

19 NON-EXCLUSIVITY

19.1 We do not provide our Services on an exclusive basis. You acknowledge and agree that we may at all and any times provide our Services to other clients in the same or similar industry as you.

19.2 We will however endeavour to protect the personal and confidential information you provide us, in accordance with our Privacy Policy.

20 NO DISPARAGEMENT

20.1 At all times, you must not make any public or private statement or comment, whether oral or in writing, which in our reasonable opinion is adverse to the interest, reputation or commercial standing of or is in any respect a disparaging remark or representation about us and/or any of our Services nor any statement that is false and does or has the tendency to damage our reputation of by any method including but not limited to any social media platform or review website anywhere in the world.

20.2 Should you breach this clause, you hereby indemnify us in accordance with clause 18 above.

21 FORCE MAJEURE

21.1 We will not be in breach of these Terms or liable to you for any Loss incurred by you as a direct result of our failing to perform our obligations or being prevented, hindered or delayed in performing our obligations under these Terms where such prevention, hindrance or delay results from a Force Majeure Event.

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21.2 If a Force Majeure Event occurs, we will notify you in writing as soon as practicable and that notice must state the particulars of the Force Majeure Event and the anticipated delay.

21.3 On providing the notice in the above clause, we will have the time for performance of the affected obligations extended for a period equivalent to the period during which performance has been delayed, hindered or prevented, however, we will continue to use all reasonable endeavours to perform those obligations.

21.4 The performance of the affected obligations will be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.

21.5 References to a Force Majeure Event in this clause means: events, circumstances or causes beyond a party's reasonable control including (but not limited to):

(a) strikes, lock-outs or other industrial action;

(b) civil commotion, riot, invasion, cyber-attack, service attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

(c) fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;

(d) epidemic, pandemic, health emergencies, disease;

(e) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

(f) interruption or failure of utility services (including the inability to use public, private telecommunications networks, servers or third party hosting platforms); and

(g) the acts, decrees, legislation, regulations or restrictions of any Government Agency;

however does not include a lack of funds.

21.6 References to Loss in this clause means: any loss, liability, cost, charge, expense, Tax, Duty or damage of any nature whatsoever, including special, incidental, or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence).

22 SEVERABILITY

22.1 If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

23 NO ASSIGNMENT

23.1 You cannot transfer or assign your rights in accordance with these Terms, including any membership or registration with us, without our prior written consent.

23.2 We may assign or transfer our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.

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24 SUB-CONTRACTING

24.1 You may not sub-contract any of your obligations under these Terms.

24.2 We are free to sub-contract any of our obligations under these Terms, but such sub-contracting will not release us from our liabilities under these Terms.

25 BINDING ON SUCCESSORS

25.1 These Terms shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

26 DISPUTE RESOLUTION

26.1 If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause.

26.2 Any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.

26.3 In the case of claims against us, all notices are to be provided to admin@unlimitedbins.com.au.

26.4 If the dispute is not resolved by agreement within 30 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 30 business days or, failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.

26.5 Once a mediator is appointed, the parties agree that:

(a) the costs of the mediator shall be borne equally between the disputing parties.

(b) the chosen mediator shall determine the procedures for mediation.

(c) the chosen mediator will not have the power or authority to make any other determination in relation to the dispute.

26.6 If the parties have not mediated a resolution of the dispute within 30 business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.

26.7 Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.

26.8 Despite the existence of a dispute the parties must continue to comply with their obligations under these Terms.

26.9 This clause survives termination of these Terms.

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27 APPLICABLE LAW

27.1 These Terms shall be construed in accordance with and governed by the laws of Victoria, Australia. You consent to the exclusive jurisdiction of the courts in Victoria, Australia to determine any matter or dispute which arises between us.

28 YOUR FEEDBACK

28.1 We welcome enquiries or feedback. Unless specifically stated by you, we shall treat any information you provide us with in the form of feedback as non-proprietary and non-confidential. Please see our Privacy Policy for further details.

28.2 If you have questions or comments regarding our Services, please email us at admin@unlimitedbins.com.au.

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