



Customer Terms & Conditions

SKIP HIRE AUSTRALIA

TERMS AND CONDITIONS

FOR FACILITATING THE SUPPLY AND COLLECTION OF A SKIP BIN TO THE CUSTOMER

WHERE AS

1. A) Skip Hire Australia ("Skip Bin Hire Australia ") is appointed as agent for a number of service suppliers comprising of the panel of service suppliers listed on its website.
2. B) You (hereinafter referred to as the "*Customer*") are desirous of appointing Skip Bin Hire Australia as its common agent to facilitate and arrange for the supply and delivery of a skip bin or skip bins by a Service Supplier to the Specified Site Address
3. C) The parties hereto agree to the terms contained hereunder.
4. COMMON AGENCY

1.1 Skip Bin Hire Australia discloses it acts in the capacity as a common agent empowered by service suppliers to make a contract upon the Supplier Terms and Conditions upon the Quoted Terms.

1.2 The *Customer* hereby authorises Skip Bin Hire Australia as its agent to enter into a contract with a Service Supplier upon the Supplier Terms and Conditions upon the *Customer* accepting the Quoted Terms.

1.3 By entering into this Agreement, the *Customer* acknowledges that the *Customer* when contracted with a Service Supplier appointed by Skip Bin Hire Australia will have a direct contractual relationship with such Service Supplier upon the Supplier Terms and Conditions and the accepted Quoted Terms and accordingly Skip Bin Hire Australia shall not be liable for the performance of such contract by the Service Supplier nor for any act or omission by the Service Supplier.

2. FEES AND CHARGES

2.1 Unless otherwise agreed in writing between the parties, the *Customer* shall pay the Quoted Fees by cash, credit card, debit card or electronic payment upon or before entering into the Service Supplier Contract to Skip Bin Hire Australia.

2.2 As may be discerned from the Supplier Terms and Conditions, the *Customer* is authorised and irrevocably directed to discharge payment obligations by paying the price referred to in the Quoted Terms to Skip Bin Hire Australia.

2.3 The *Customer* acknowledges that Skip Bin Hire Australia for itself and as agent for its panel of Service Suppliers reserves the right to vary and amend the fees and charges disclosed on the website at any time at its absolute discretion or at any time prior to the Quoted Terms being *Customer* Accepted.



2.4 Notwithstanding clause 2.2, in the case of manifest error where normal charges and fees for the contracted service to the *Customer* would exceed fifty (50%) more, Skip Bin Hire Australia for itself and as agent for the contracted Service Supplier reserves the right to terminate the contract.

2.5 In the event the *Customer* is liable for Additional Charges as defined in the Supplier Terms and Conditions, the *Customer* agrees that it shall arrange immediate payment of the Additional Charges after being issued a tax invoice for the Additional Charges and shall pay the Additional Charges to Skip Bin Hire Australia.

2.6 Skip Bin Hire Australia is hereby irrevocably authorised by the *Customer* and is at liberty to charge a debit or credit card provided by the *Customer* for payment of services to the *Service Provider* for Additional Charges otherwise referred to in Schedule 1 below.

2.7 In lieu of exercising the power and authority under the preceding subclause Skip Bins Brokers may at its discretion direct that the *Customer* pay direct and otherwise deal with *the Service Provider* on any matter concerning Additional Charges referred to in Schedule 1 below.

3. WARRANTIES BY SKIP BIN HIRE AUSTRALIA

3.1 Skip Bin Hire Australia warrants that it has the requisite authority to enter into an agreement with the *Service Supplier* upon the Quoted Terms and the terms set out in the Supplier Terms and Conditions.

4. INDEMNITIES BY CUSTOMER

4.1 The *Customer* shall be responsible for and shall indemnify Skip Bin Hire Australia against liability for all loss, damage or injury to persons or property caused by the *Customer* in respect to the *Customer's* use of the skip bin in any manner whatsoever or the *Customer's* employees, subcontractors or agents, and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by Skip Bin Hire Australia.

5. COPYRIGHT

5.1 Skip Bin Hire Australia is licensed to hold or otherwise holds copyright in the Skip Bin Hire Australia website and all agreements and documents issued or published by Skip Bin Hire Australia and accordingly reserves its copyright rights in respect to such materials.

6. CIRCUMVENTION

6.1 The *Customer* shall not circumvent or approach a *Service Supplier* directly made known or for which a quotation was received by Skip Bin Hire Australia for services at the Site Address quoted upon.



7. INTERPRETATION

“Customer Acceptance” shall be the communicated accepted of the Quoted Terms made the *Customer* to Skip Bin Hire Australia using through the Skip Bin Hire Australia Website.

“Quoted Terms” means the terms quoted on the Skip Bin Hire Australia Website to the *Customer* after the *Customer* entered data into the Skip Bin Hire Australia website and sought a quotation.

“Service Supplier” means the *service provider* providing services of the type sought by the *Customer* for skip bins and where the context permits by reason of a contract between the *Customer* and a *Service Supplier*, the *Service Supplier* contracted by the *Customer* to perform the services in accordance with the Quoted Terms and the Supplier Terms and Conditions.

“Site Address” has the same meaning as in the Supplier Terms and Conditions

“Supplier Terms and Conditions” means the terms and conditions referred to in Schedule 1 below as amended from time to time or as published on the Website at the time the Quoted Terms are accepted.

“Website” means the website of Skip Bin Hire Australia with web address www.skipbinhireaustralia.com.au

Schedule 1

SUPPLIER TERMS AND CONDITIONS

FOR THE SUPPLY AND COLLECTION OF A SKIP BIN TO THE CUSTOMER

1. SERVICE

1.1 The *Service Provider* shall supply and deliver the Specified Skip Bin to the Site Address at the Delivery Date and collect the delivered Skip Bin on the Collection Date.

1.2 The *Service Provider* shall notify the *customer* immediately should unforeseen circumstances arise and the Specified Skip Bins Delivery and Collection be delayed.

2. FEES AND CHARGES:

2.1 The *Customer* shall pay the Specified Fees to Skip Bin Hire Australia who is the agent of the *Service Provider* in consideration of the agreed services to be provided by the *Service Provider* to the *customer* and pursuant to the terms of this Agreement.



2.2 The fees and charges shall be inclusive of **GST** unless otherwise stated for the Specified Fees or Additional Charges.

2.3 The *Customer* acknowledges that in addition to the Specified Fees that it shall pay to the *Service Provider* the Additional Charges should the *Customer* incur such charges in accordance with clause 3.

2.4 The *Customer* acknowledges that in addition to the Specified Fees that it shall pay a further 15% directly to Skip Bin Broker should the *Customer* not wish to pay the *Service Provider* directly for incurred charges in accordance with clause 3.

3. ADDITIONAL CHARGES

3.1 The *Customer* shall pay to the *Service Provider* or Skip Bin Hire Australia (clause 2.4) the following Additional Charges:

(a) Additional Weight Charge being a charge for weight of waste materials in the Specified Skip Bin exceeding the prescribed weight for such Specified Skip Bin.

(b) Additional charges to meet tipping fees or special tipping fees and all handling charges including Excess Loading Fees, expenses and costs incurred by the *Service Provider* including additional costs to deal with Prohibited Materials or types of materials placed in the Bins where additional charges are imposed by the tip or waste station where the materials are disposed by the *Service Provider*.

(c) Restricted Delivery / Collection Fees.

(d) Excess Retrieval Fees where the Skip Bin is not available for collection on the Collection Date.

(e) A Call Out Fee, in the event the *customer* cancels its order on the day of delivery.

(f) The *Customer* shall will not be eligible for a refund in the event the *customer* cancels its order on the Specified day of delivery.

(g) The *Customer* shall pay Skip Bin Hire Australia a Cancellation Fee of 20%, in the event the *customer* cancels its order on the day (1) prior to the Specified day of delivery.

3.2 The Additional Charges for the purposes of clause 3.1 shall be at the following amounts or rates:

(a) Additional Charges or fees for the items referred to in 3.1 (a) – (g) above as prescribed on the Website except where (b) below are higher; or

(b) Additional Charges or fees for the items referred to in 3.1 (a) – (g) above quoted in writing by Skip Bin Hire Australia or the *Service Provider*; or



(c) Additional Charges or fees for the items referred to in 3.1 (a) – (g) above shall otherwise be reasonable charges in conformity with standard charges for such additional weight charged by the *Service Provider*.

(d) Additional charges for the item referred to in clause 3.1 (e) at Suppliers discretion of the Specified Fees.

4. PAYMENT

4.1 The *Customer* shall pay the Specified Fees due under this Agreement to Skip Bin Hire Australia as the agent of the *Service Provider* upon and at the time of submitting and processing the order with Skip Bin Hire Australia.

4.2 The *Customer* shall pay the Additional Charges to the *Service Provider* or Skip Bin Hire Australia (clause 2.4) after being invoiced for such Additional Charges.

4.3 Payment shall be made by the *Customer* by Credit Card or Debit Card or as otherwise may be directed or expressly agreed to by Skip Bin Hire Australia. The *Customer* irrevocably and unconditionally authorises Skip Bin Hire Australia to charge their or its credit card or debit card for the Specified Fees under this Agreement and for any Additional Charges.

4.4 The *Service Provider* shall send or cause to be sent a Tax Invoice for fees and Additional Charges in accordance with the GST Legislation.

4.5 Payment of the Specified Charges and Additional Charges to Skip Bin Hire Australia shall operate as a good and effective discharge for the relevant fees owing to the *Service Provider*.

5. CUSTOMER OBLIGATIONS

The *Customer* acknowledges and agrees:

- (a) To use the supplied Skip Bin in a reasonable and sensible manner;
- (b) To bear responsibility and liability for any loss, damage or destruction of the Skip Bin whilst the Skip Bin is under the care, custody and control of the *Customer*;
- (c) To render the Skip Bin to the *Service Provider* on the Collection Date in the same state and condition as when the Skip Bin was delivered to the *Customer*, subject to fair wear and tear;
- (d) To make the Skip Bin ready and available for collection by the *Service Provider* on the Collection Date;
- (e) That legal title of the Skip Bin does not pass or vest in the *Customer* at any time;
- (f) The *Customer* shall not encumber or charge the Skip Bin in any way whatsoever;



- (g) That no interest whatsoever is created or conferred in the delivered Skip Bin to the *Customer*;
- (h) To only use the Skip Bin for the depositing Specified Waste Materials;
- (i) To obtain all necessary approvals and permits as may be required from any government authority, body corporate or third party for the delivery of the Skip Bin at the Site Address or adjacent or in proximity to the Site Address and its collection;
- (j) Without limiting the indemnities under these terms to assume all liability and responsibility for the delivered Skip Bin including liability for trespass to land, public or private nuisance, injury, death, penalties or fines in the event the Skip Bin is delivered on a footpath, road, lane, public property or private property not owned by the *Customer*;
- (k) To assume responsibility and liability for all materials deposited and placed in the Skip Bin by any person whatsoever including persons not authorised by the *Customer*;
- (l) That the *Service Provider* shall not be liable for the tort of conversion, detinue or trespass to goods for the disposal or removal of any goods or materials placed in the Skip Bin and is hereby indemnified of such liability from the *Customer* for the *Customer* itself and for any claim or action made or commenced by any third party;
- (m) Title in the contents of the Skip Bin remain with the *Customer* where the contents of the Skip Bin contain Prohibited Materials until and if the *Service Provider* properly disposes of such contents;
- (n) Where (m) above applies, the *Service Provider* may at its absolute discretion dispose or return the contents to the *Customer* or at the Site Address or return the Skip Bin with the contents to the Site Address with Additional Charges applying until such time as the *Service Provider* is able to collect the Skip Bin in an empty and clean state.

6. RESTRICTIONS ON USE OF SKIP BINS

Whilst the Skip Bin is in the care, custody and control of the *Customer*, the *Customer* shall not:

- (a) Place or allow to be placed whether directly or indirectly into the Skip Bin any Prohibited Materials.
- (b) Light fires, burn or allow the burning of waste materials in the Skip Bin;
- (c) Excessively fill the Skip Bin whereby the waste materials protrude higher than the top of the Skip Bin or do not fully fit within the confines of the Skip Bin;
- (d) Relocate, move or otherwise allow the Skip Bin to be moved or relocated from the Site Address unless otherwise expressly authorised in writing by the *Service Provider*;



(e) Use the Skip Bin for any illegal purpose which contravenes this Agreement or any law;

(f) Use the Skip Bin for any other purpose other than that disclosed by the *Customer* and expressly agreed to by the parties and which may be reasonably anticipated in this Agreement;

7. CANCELLATION OR VARIATION OF ORDER

7.1 The *Customer* may cancel or vary the order providing the *Service Provider* or its agent Skip Bin Hire Australia written notice via email of the cancellation or variation to the order not less than one (1) business day prior to the Delivery Date or Collection Date, whichever is relevant.

7.2 In the event that the *Customer* seeks to cancel its order in accordance with clause 7.1, the *Customer* shall be entitled to a full refund of any monies already paid for that Skip Bin excluding the Booking Fee.

7.3 In the event that the *Customer* cancels its order by providing the *Service Provider* and its agent Skip Bin Hire Australia written notice of the cancellation to the order not less than two (2) Business Days' prior to the Delivery Date, the *Customer* shall be entitled to a partial refund equal to the amount of any monies already paid for that Skip Bin minus the 2 Day Cancellation Fee of 20% of booking.

7.4 In the event that the *Customer* cancels its order by providing the *Service Provider* and its agent Skip Bin Hire Australia written notice of the cancellation to the order not less than one (1) Business Day prior to the Delivery Date, the *Customer* shall be entitled to a partial refund equal to the amount of any monies already paid for that Skip Bin minus the Call Out Fee, the 1 Day Cancellation Fee of 20% and the Booking Fee.

7.5 In the event the *Customer* seeks to vary an order pursuant to this clause 7, the granting of the variation sought shall be at the absolute discretion of the *Service Provider* and may be subject to payment of additional fees and charges for changing the Service required and other reasonable costs of the *Service Provider*.

7.6 The *Customer* acknowledges and accepts that it will not be entitled to a refund of any fees and charges paid in respect to a cancelled service whereby the *Customer* has failed to provide adequate notice of the cancellation or variation in accordance with this clause 7.

7.7 The *Service Provider* or its agent Skip Bin Hire Australia may cancel the *Customer's* order at any time on or prior to the scheduled Delivery Date in circumstances where the *Service Provider* is unable or incapable of supplying and/or delivering the Skip Bins or carry out the Service on the date or time required by the *Customer*; and



7.8 In the event an order is cancelled by the *Service Provider*, subject to clause 7.10, the *Customer* will be entitled to receive a full refund of any monies paid in respect to the cancelled order unless otherwise agreed in writing and otherwise shall have or incur no further liability.

7.9 The *Service Provider* may cancel this Agreement without prejudice to its rights under this Agreement including Delivery/Collection Charges where the *Service Provider* upon attending the Site Address determines that access is restricted or not permitted, the gradient at the Site Address is dangerous or there are dangerous circumstances including circumstances that could pose occupational health and safety issues to persons in the vicinity of the suggested delivery point.

7.10 The *Service Provider* is hereby authorised to terminate this Agreement and empty the contents of the Skip Bin on the Site Address at the sole risk of the *Customer* in the event the Skip Bin contains Prohibited Materials, has materials loaded beyond the height and capacity of the Skip Bin; has materials protruding from the Skip Bin or the Specified Fees have not been paid prior to delivery of the Skip Bin.

8. RISK

8.1 Subject to fair wear and tear, the *Customer* shall bear full responsibility and be liable for all loss, damage or destruction to the Skip Bin whilst the Skip Bin is in the care, custody or control of the *Customer*.

9. SITE ACCESS AND CONDITIONS

9.1 The *Customer* shall be responsible for ensuring reasonable access to the Site Address and ensure that the delivery point for the Skip Bin is freely and reasonably accessible for the delivery and collection and the *Customer* shall ensure that all necessary consents have been obtained for the delivery, placement, storage and removal of the Skip Bin at the Site Address.

9.2 The *Service Provider* and its agent Skip Bin Hire Australia accept no responsibility whatsoever for any damage caused to the ground, surface, road, path or passage of the Site Address or the location designated near or in proximity to the Site Address for the delivery and placement of the Skip Bin and the *Customer* should ensure the conditions including access heights are suitable for the placement and delivery of the Skip Bin.

9.3 The *Customer* shall notify the *Service Provider* and its agent Skip Bin Hire Australia within 48 hours of any damage caused to the Site Address or the location designated near or in proximity to the Site Address for the delivery and placement of the Skip Bin.

9.4 The *Service Provider* and its agent Skip Bin Hire Australia accept no responsibility whatsoever for any damages to the Site Address or the location designated near or in proximity to the Site Address for the delivery and placement of the Skip Bin should



the *Customer* notify the *Service Provider* and its agent Skip Bin Hire Australia after the 48-hour period.

10. ASSIGNABILITY

10.1 This Agreement shall not be assigned by the *Customer* without the consent in writing of the *Service Provider* or Skip Bin Hire Australia.

11. INDEMNITIES BY CUSTOMER

11.1 The *Customer* shall be responsible for and shall indemnify the *Service Provider* against liability for all loss, damage or injury to the *Service Provider* arising or caused by the *Customer's* breach of these terms or the *Customer's* use, custody and control of the Skip Bin howsoever caused (excepting attributed damage caused by the negligence of the *Service Provider*) by the *Customer*, *Customer's* employees, the *Customer's* subcontractors, the *Customer's* agents and unauthorised third parties.

12. COMPLIANCE WITH THE LAW & ASSOCIATED INDEMNITIES

12.1 Throughout the continuance of this Agreement the *Customer* shall conform at its own cost and expense with all Acts of both Federal and State Parliaments and all Regulations, Bylaws, Ordinances or Orders made thereunder and the lawful requirements of any Public, Municipal or other authority so far as the same may affect or apply to the *Customer* and the *Customer* shall indemnify the *Service Provider* and Skip Bin Hire Australia from and against all actions, costs, charges, claims and demands in respect thereof.

13. IMPLIED STATUTORY TERMS & LIMITATION OF LOSSES

13.1 To the extent permissible by law the operation of any implied statutory term or terms are hereby excluded.

13.2 Where the Skip Bin services, if any, provided by the *Service Provider* under this Agreement are not of a kind ordinarily acquired for personal, domestic or household use or consumption then in the event the *Service Provider* is in breach of this Agreement, or is liable for loss or damage, the *Service Provider* shall not be liable for any consequential loss including economic loss and the liability of the *Service Provider* to the *Customer* shall be limited to as the *Service Provider* may decide:

- (a) The supplying of the Service again;
- (b) The supplying of equivalent goods or services; or
- (c) The payment of the cost of having such services supplied again.

14. PROPER LAW OF CONTRACT



14.1 This Agreement shall be construed and take effect in accordance with the laws of the State of New South Wales. Each of the parties hereto submits to the jurisdiction of the Courts of that place including all Courts of Appeal therefrom and this clause may be pleaded as a bar to action or suit brought in any Court in any other place in the world.

15. SKIP BIN HIRE AUSTRALIA AS A COMMON AGENT

15.1 The parties acknowledge and agree that Skip Bin Hire Australia is a common agent of both the *Customer* and the *Service Provider* and that the *Service Provider* was selected from a panel of *Service Providers* established by Skip Bin Hire Australia.

15.2 Skip Bin Hire Australia is not a partner with the *Service Provider* and any form of partnership is hereby disclaimed; nor is Skip Bin Hire Australia in an employer/employee relationship with the *Service Provider* and any form of such relationship is hereby disclaimed.

16. FORCE MAJEURE

The *Service Provider* and Skip Bin Hire Australia shall not be liable for any failure or delay in complying with any obligation imposed under these terms if the failure or delay arises directly or indirectly from any fact or circumstance beyond the control of the *Service Provider*, including without limitation fire, flood, earthquake, explosion, war, insurrection, sabotage, industrial disputes, transportation, acts of terrorism, acts of God, embargo, changes in law, delays or disruption by government or government agencies.

17. INTERPRETATION

“**Additional Charges**” are the charges referred to in clause 3.1.

“**Additional Weight Charges**” are charges payable where the weight of refuse or material placed in the delivered Skip Bin exceeds the prescribed weight for such Specified Skip Bin.

“**Booking Fee**” means a booking fee in the amount equal to 20% of the booking value or such other amount as Skip Bin Hire Australia applies to *Customers* generally from time to time.

“**Business Day**” means a day which is not a Saturday, Sunday or public holiday in Sydney, New South Wales.

“**Call Out Fee**” means a fee due to the *Service Provider*, for the amount of the Specified Fees.

“**2 Day Cancellation Fee**” means the cancellation fee applicable under clause 7.3 in the amount of 20% of the Specified Fees. “



“1 Day Cancellation Fee” means the cancellation fee applicable under clause 7.4 in the amount of 20% of the Specified Fees.

“Collection Date” means the date being the agreed collection date for the Skip Bin as varied by mutual consent by the parties in writing.

“Delivery Date” means the date agreed to be the date for delivery of the Service Bin by the *Service Provider* or the date of delivery of the Skip Bin, whichever is the later to occur.

“Delivery Period” means the date commencing at the Delivery Date and terminating at the agreed time on the Collection Date or if no agreed time, a time as selected by the *Service Provider* for such date or a later date.

“Excess Loading Fees” means additional fees payable for materials placed in the Skip Bin which protrude from the Skip Bin or are protrude above the height of the Skip Bin.

“Excess Retrieval Fees” means the additional cost per day or part thereof for the licensed use of the delivered Skip Bin extending beyond the initially agreed Collection Date to a date being when the Skip Bin is reasonably available for collection on a business day.

“GST Legislation” shall mean A New Tax System (Goods and Services Tax) Act 1999 and the regulations made thereunder as amended from time to time and any corresponding replacement legislation.

“Input Tax Credits” has the same meaning as used in the GST Legislation.

“Prohibited Materials” means and includes:

- (a) any liquids;
- (b) any explosive materials or combinations of materials or substances which creates explosive materials by chemical reactions;
- (c) dangerous, toxic, hazardous or noxious materials including but not limited to asbestos, acids, solvents, chemicals, paints, oils and medical biological wastes;
- (d) radioactive materials; and
- (e) materials or substances otherwise referred to as such on the Web Site at the time this Agreement is entered into; or
- (f) materials placed in the Specified Skip Bin not conforming to the Waste Type.

“Restricted Delivery/Collection Fees” being additional fees and costs unnecessarily incurred or sustained by the *Service Provider* by reason of no or restricted access to the Site Address or for delivery and/or collection of the Skip Bin or where delivery or



collection would otherwise occur in dangerous circumstances or on a dangerous gradient as determined by the *Service Provider* upon seeing the Site Address,

“Service Provider” means the *Service Provider* which has been selected from a panel of *service providers* maintained by Skip Bin Hire Australia and contracted under these terms through Skip Bin Hire Australia being a common agent between the *Customer* and the *Service Provider*.

“Site Address” means the address location for delivery of the Skip Bin as agreed between the parties.

“Skip Bin” means a skip bin receptacle commonly used for delivery to parties on a specialist use truck, disposal of materials and refuse in such receptacle and the collection and disposal of the materials in such receptacle at a proper waste disposal facility using the specialist use truck.

“Skip Bin Hire Australia” means Skip Hire Australia A.C.N. 610 844 383

“Specified Fees” means the fees prescribed on the Website at the time of entering into this Agreement or otherwise quoted by Skip Bin Hire Australia for the provision of the Service after taking into account or specified for:

- (a) the size and type of the Specified Skip Bin
- (b) the Site Address;
- (c) the Delivery Period;
- (d) the Waste Type

“Specified Skip Bin” means a type and size of the Skip Bin as agreed between the parties.

“Specified Waste Materials” mean the Waste Type but excludes Prohibited Materials.

“Waste Type” means the type of waste as agreed between the parties for disposal in the Skip Bin and otherwise referred to and described on the Web Site for each type of Waste Type.

“Website” means the website of Skip Bin Hire Australia with web address www.skipbinhireaustralia.com.au