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## TERMS AND CONDITIONS OF HIRE

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**The following terms and conditions will apply when hiring and using the bins provided by Ibbey's Skip Bins.**

- 1)
  - a) IBBY'S SKIP BINS will issue the agreement of hire of goods, which the customer or authorized agent of the customer will sign upon receipt of Bins and pay in full if prepayment has not been made;
  - b) The customer will not damage, tamper or repair the bin;
  - c) The customer will not part with possession of the bin;
  - d) The customer will not fill the bin above the rim ( IMPORTANT)**
  - e) The customer will not move the bin once placed in its point of delivery;
  - f) The customer will not place any of the following in the bin: **\*Asbestos or fibro material \*Hazardous or toxic waste (oils, paints, fuels or chemicals) \*Free flowing liquids \*Food waste/ animal waste \*Gas cylinders \* Tyres \*Tree stumps \*Mattresses. Please note: If any of the above materials are found in the bin, the customer will pay a returning fee of \$250 and a dumping and loading fee of \$250. The customer will be responsible for the tip charges and reload fees.**
- 2)
  - Payment is accepted by cash / eftpos / credit card, unless organized by management prior to booking. The customer will pay IBBY'S SKIP BINS for the following charges **\*Hire fees \* Any fees or infringements associated with placing the bin on council or public land please find further charges under 'PAYMENT AND ADDITIONAL CHARGES' Heading.**

## ***SERVICE***

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IBS will supply and deliver the specified skip to the site address on the delivery date and collected on the collection date agreed upon between customer and IBS. The ground, surface, road or passageway of the site address designated near or in proximity should ensure these conditions; access heights are suitable for placement of skip, reasonable access to and from the delivery point. customer will incur a fee of \$150.00 if delivery/collection attempt is incomplete due to the reason listed above. The skip can be collected by IBS after the hire period is complete without giving notice to you, You acknowledge that IBS will not be liable for any damage done whilst on your property and indemnify IBS of any claims made against IBS for any damage.

## ***RESTRICTIONS ON USE OF SKIP BIN***

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***BIN FILL LIMIT*** - Nothing is to protrude above the skips rim, if the skip is overfilled this makes the bin illegal to transport in this case excess rubbish will be placed next to or near the bin and we do not need to contact/advise customer that this is happening.

***PLACING INCORRECT WASTE INTO SKIP*** - Additional charges will apply if incorrect waste is found in the skip bin but was not mentioned in the original quote, or if the waste is rejected at the tip due to incorrect waste being found in the bin.

***MOVING OR RELOCATING SKIP*** - Once the bin has been delivered, you may not move the skip bin for any reason unless given permission from IBS.

## ***PROHIBITATED MATERIALS***

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Environmentally unfriendly substances including but not limited to;

- Any Liquids
- Any Explosive materials
- Dangerous/Toxic/Hazardous materials (Asbestos,Acids,Solvents,Chemicals,Paints,Oils,Radio Active Materials and Medical Biological Waste)
- Food or Animal Waste.
- Tyres, Tree Stumps and Mattresses - Extra fee
- Liquid Concrete.

## ***PAYMENT / ADDITIONAL CHARGES.***

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Payment must need to be approved via credit card, direct debit or cash at the time of accepting the quote. If customer has a 30 day account with IBS customer will have a maximum of 7 days to pay the invoice starting from the day the invoice is sent. Additional fees will be charged to the customer at the time they are incurred.

### **The customer shall pay IBS the following additional charges;**

- Tipping Fees ( Extra charge at the tip due to restricted waste )
- Load Reject Fees
- Excess Loading Fees
- Prohibited Material Fees
- Excess retrieval fee ( Restricted delivery / Collection Fees )
- A fee of \$30 a day is chargeable if the party has exceeded the limit of 7 days

**NOTE:** Cash payments must pay on delivery, Direct Debit payments must send a copy of the receipt to IBS for confirmation of the job.

## ***CANCELLATIONS***

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All cancelations will incur a fee of \$150 unless notice is provided at least by the day before delivery. If you would like to cancel your order on the day of delivery, upon delivery or after delivery you will incur a \$150 fee. If you change your mind on regard to the size of the skip bin required once the bin is already loaded on to the truck or once it arrives on the property, You will incur a \$150 fee if you would like us to make a second delivery to your property with a different bin. If you are not finished with the bin when we have arrived to collect it on the specified day, you will incur a \$150 call out fee if you did not call to ask for a extension and the extension was approved by IBS.

## ***CUSTOMER OBLIGATIONS***

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### **The customer acknowledges and agrees;**

- To use the supplied skip bin in a reasonable manner.
- To bear responsibility and liability for any loss, damage or destruction of the skip bin whilst the skip bin is under the custody of the customer.
- To render the skip bin to IBS on the collection date in the same condition as when the skip bin was delivered.
- To make skip bin ready and available for collection.
- To only use the skip bin for depositing specified waste materials given in quote.
- Without limiting the indemnities under these terms, liabilities 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 the footpath, road, lane, public property/private property not owned by the customer.

## ***COUNCIL PERMITS***

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A council permit may be required to place the skip bin on any council land including nature strips and the road, please contact your local council to check the requirements. Please note IBS will not take any responsibility for the skip bin being left on council property due to customers instructions, whether or not it is owned or not owned by the customer ordering the bin, on private or public property.

## ***WARRANTIES***

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Ordering a Skip Bin through IBS warrants the Skip Services will be provided to you with due care and skill in a competent and workmanlike manner and according to generally applicable industry standards.

To the extent permitted by Law, all other expressed or implied warranties, representations, terms and conditions other than those expressly contained in this Customer Agreement are expressly excluded from this Agreement. IBS warrants that it has the requisite authority to enter into an agreement with the customer upon the Quoted Terms and the terms set out in IBS Terms and Conditions.

## ***INDEMNITIES***

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You will indemnify IBS against any Claim resulting from or relating to: The provision of Skip Services or Your use of a Skip bin except to the extent the Claim results from or relates to any breach of this Agreement or any negligence; Any personal injuries (including sickness and death) to the extent they result from any negligent or willful acts on your part; Any misuse of or modification or damage to the Skip(s); Any incorrect classification or contamination of Waste;