High Rise Skip Bins

T/A High Rise Skip Bins Pty Ltd ATF Banning Family Trust - Terms and Conditions of Trade:

1.Application of these Terms and Conditions
The Hirer agrees that upon placing an order with the Supplier, the Hirer has read and agreed to the terms and conditions as set out hereunder. For the purposes of this contract, "Supplier" (or "we" or" us" or "our") is ACN 140994994 HIGH RISE SKIP BINS PTY LTD Suppliers of Rubbish Removal and skip bin services and the "Hirer" (or "you" or "your") is the applicant named on the account with the Supplier or where no account exists then on the Agreement provided by the Supplier to the Hirer.

2. Terms
The Supplier will supply services to you on these terms only. The only circumstance where any variation to these terms will apply is where the supplier has expressly agreed in writing to that variation. If there is any conflict with other terms of trade, these terms will take priority over any other terms of trade.

3.Price
The price of the goods or services is that stated on the website or written quote within quotes expiry date or at the time of acceptance of your purchase order, unless otherwise expressly agreed in writing by the supplier. The prices include goods and services tax ("GST").

4. Submitting Orders
Verbal Confirmation: In the absence of a written Agreement and for practical purposes it is agreed that verbal confirmation shall also be binding.
Confirmation will be made by email or phone.

5. Delivery
The Supplier will deliver refuse bins on the agreed delivery dates; however, delivery times may vary. To obtain an approximate delivery time contact our office via phone or email. Late delivery does not entitle the hirer to cancel any order or part order. 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. Refuse bins are to be located as requested on the order by the Hirer. If the request for bin placement is deemed to be unsafe or impractical by our driver the bin will be placed in a place that is deemed to be safe and /or practical by the driver. If the Supplier is required to place the bin inside the property, the Supplier shall do so with all care, but no responsibility will be taken for above ground or subsurface damage. The Supplier will not be liable for any loss or damage due to the failure by the Supplier to deliver bins or remove rubbish promptly or at all.

6. Bin Collection
Bin or bins are to be collected on or before ten days from delivery date. It is the responsibility of the Hirer to contact the supplier and to notify the supplier of date of collection. An additional charge of 10% of bin or bins weekly hire rate per day is payable by the Hirer for every day that the bin is on site beyond the collection date. The Hirer is responsible for a clear access for the bin to be collected on the collection date if the bin is not able to be collected due to blocked access, then an additional charge of $85.00 will be added to the Hirers fee to cover the cost of returning at a later time.
The later time is to be arranged between the Hirer and Supplier. The Hirer authorises the Supplier to enter the Hirer's property or property occupied by the Hirer to retake possession of refuse bins in the event of breach of the terms and conditions herein by the Hirer.
In the event of default by the Hirer, the Hirer authorises removal of the bin and return of the rubbish to you.

7. Payment
In the case of single hire of a refuse bin, the Hirer shall prior to delivery pay for hire of the bin either by credit card or direct deposit by electronic funds transfer to our nominated bank account or cash on delivery. In the case of approved business customers, payment shall be made prior to invoice due date to Supplier from the Hirer by way of credit card, electronic funds transfer or cash.
In the event of payment default by the Hirer after payment due date the Hirer authorises removal of the bin and unloading of waste will take place at bin collection point, and waste will become the responsibility of the hirer.

8. Excessive Weight
It is the Hirers responsibility to check elevator load capacity as one Lift Access Bin full of heavy waste can weigh as much as 900kgs.
Basement Car Park Bin must not contain heavy waste materials such as and including soil, bricks, concrete, sand and must not exceed one tonne if the bin is not able to be collected due to weight over load then an additional charge of 10% of bin or bins weekly hire rate per day is payable by the Hirer for every day that the bin is on site beyond the collection date until the excess weight is removed by hirer.
Excessive weight will incur a tonnage rate cost. Repairs due to damage caused to bins or equipment due to excessive weight must be paid for by the hirer.

9. Fill to Level Bins
The Hirer must not load waste above the top of the bin; no materials may protrude beyond top of bin line any excess waste will be removed by the supplier and will be the responsibility of the hirer.

10. Retention of Title
10.1 The Supplier's bins always remain the property of the Supplier.
10.2 The Hirer shall keep the bin/s in good order and condition whilst in the Hirer's possession.
10.3 The Hirer shall indemnify the Supplier from any loss or damage to the Supplier's bins while in the Hirer's possession.
10.4 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.
10.5 The Hirer shall notify the Supplier by phone of any damage or breakdown in respect of the bin/s.

11. Use of Bins
While refuse bins are in the Hirer's possession, the Hirer will not: -
(a) fill any bin higher than the top of its sides and in such a manner as to prevent spillage of material from the refuse bin either while stationary or in transit; or
(b) light fires in the bin; or
(c) place or allow to be placed into the bin any liquids or any explosive, toxic, dangerous, hazardous or noxious materials including but not limited to asbestos, acids, solvents, minerals, greases, food waste, wet paint. Removal of these waste types is not a service provided by the supplier, bins with these types of wastes will be emptied at the site and the Hirer shall indemnify the Supplier from any costs, expenses or losses should the hirer not comply with this clause.
(d) move any bin to any other property nor sub-hire nor part with possession of any bin during the hire without the Supplier's written consent.
(e) Bins are fitted with castors two of which are braked for use on flat level ground only. It is the hirer's responsibility to check brakes are in working order. The supplier takes no responsibility whatsoever should any part or all the brake system fail. If bins are to be left on unlevel ground, then it is the hirer's responsibility to chock wheels. The supplier does not provide chocks therefore the hirer must supply and engage their own suitable form of wheel chocks.

12. Risk
The Hirer will be liable for any damage to refuse bins which occurs while in their possession, subject to fair wear and tear.

13. Limitation of Liability
The liability of the Supplier for any claim, damages, loss or expense related to the supply of services is limited to the cost paid by the Hirer for those services except where statute expressly requires otherwise. To the fullest extent permitted by law, the Supplier will not be liable in any event whether in tort (including negligence), contract or otherwise for any loss of profits or any consequential, indirect or special damage, loss or injury of
any kind suffered by the hirer or any other person.

Indirect Losses
Notwithstanding any other provision of these Terms and Conditions, the Supplier is in no circumstances (whatever the cause) liable in contract, tort
Including, without limitation, negligence or breach of statutory duty or otherwise to compensate the Hirer for: -
(a) any increased costs or expenses.
(b) any loss of profit, revenue, business, contracts or anticipated savings.
(c) any loss or expense resulting from a claim by a third party; or
(d) any special, indirect or consequential loss or damage of any nature whatsoever caused by the Supplier's failure to complete or delay in completing the Order or to deliver the bins.

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Exclusion of Consequential Liability

The Supplier shall not be responsible or liable for damage, personal injury or loss of any kind whatsoever, to any property or person howsoever caused arising from the delivery, pickup or use of the bins at the Hirer's site, unless such loss or damage was caused by the negligence of the Supplier, its agents, sub suppliers or employees.

Waiver

If at any time the Supplier does not enforce any of these terms or grant the Hirer time or other indulgence, the Supplier will not be construed as having waived that term or its rights to later enforce that or any other term.

Force Majeure

The Supplier will not be liable for any failure or delay in complying with any obligation imposed by these terms if the failure or delay arises directly from an any circumstance beyond the Supplier's control, including without limitation fire, flood, earthquake, explosion, war, insurrection, sabotage, industrial disputes, transportation, embargo, changes in law, delays or disruption by government or government agencies

14. No Warranty

No express or implied warranties have been made by or on behalf of the Supplier in respect of the use, suitability or fitness for purpose of the refuse bins (except in so far as statutory conditions and warranties cannot be excluded under legislation).

15. Interest

If the Hirer shall not pay to the Supplier all monies when due for payment, then the Supplier may charge and recover from the Hirer interest at a rate equivalent to that charged by the Supplier's bank on commercial overdrafts plus 2% for the period from the date when such monies became due until the date of payment and the Hirer shall pay to the Supplier any collection costs and legal fees on an indemnity basis that may be incurred by the Supplier in recovering or attempting to recover any monies including interest owing if they are not paid when due.

16. Additional Charges

16.1 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.

16.2 The Hirer shall indemnify the Supplier from costs should bins be ordered and delivered and subsequently not be required by the Hirer. The Supplier may claim the portion of the service already provided to the Hirer.

16.3 The Supplier reserves the right to charge a cleaning fee for excessive amounts of paint, plaster, granulite and other such products disfiguring the exterior of the bins.

16.4 In the event of a non-approved use and/or relocation of bins by the Hirer, the Supplier always reserves the right to access the site to remove or recover the bins and charge the Hirer for: -

(a) any damage to the Supplier's bins.

(b) any expense incurred in recovering and/or removing the bins.

16.5 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.

16.6 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.

17. This Agreement is binding on the heirs, successors of each party.

18. This Agreement shall be governed by the laws of the State of Queensland and New South Wales.

19. This Agreement shall automatically be accepted should the hirer hire bins at any future date unless an updated terms and conditions of trade are in effect and signed by hirer.

GUARANTEE & INDEMNITY

HIGH RISE SKIP BINS T/A HIGH RISE SKIP BINS PTY LTD ATF BANNING FAMILY TRUST (hereinafter to as the "the Supplier") in consideration of the Supplier providing hire of refuse bins to the Hirer at the request of the Guarantor(s) and Indemnifier(s) set out at the bottom of this form, the Guarantor and Indemnifier agrees with the Supplier that: -

(a) The Guarantor and Indemnifier shall with the Hirer be jointly and severally liable to the Supplier for the due and punctual payment of all hire charges and all other monies to be paid the Hirer for the hire of refuse bins and services rendered by the Supplier to the Hirer and for the due performance and observance by the Hirer of all the terms and conditions of the Hire Agreement on the part of the Hirer to be performed and observed.

(b) On any default and failure by the Hirer to observe and perform any of the terms and conditions of the Hire Agreement the Guarantor and Indemnifier will forthwith on demand by the Supplier pay all such hire charges and all other monies and make good to the Supplier all losses, damages, costs and expenses sustained or incurred by the Supplier by reason or in consequence of any such default or failure by the Hirer and the Guarantor and Indemnifier shall also pay to the Hirer interest and legal fees thereon as stipulated in Clause 16 of the Hire Agreement.

(c) The obligations of the Guarantor and Indemnifier under this Guarantee shall continue to remain in force until all hire charges and other monies payable under the Hire Agreement shall have been paid and until all other terms and conditions have been performed or observed.

(d) Where there is more than one person which together constitute the Guarantor and Indemnifier to this Agreement the obligations and liabilities of every such person shall be joint and several.

(e) The obligations to the Guarantor and Indemnifier under this Guarantee shall not be affected or discharge by any variation in respect of obligations and liabilities of the Supplier and the Hirer whether such variation occurs with or without the knowledge or the consent of the Guarantor.

(f) Nothing that is in this Guarantee and Indemnity binds the Supplier to continue to supply goods and services to the Hirer.

(g) This is to certify that I/we have read, understood and accept the terms and conditions of this Guarantee and Indemnity and without undue pressure or unfair tactic appends my signature or reply via email hereunto. I/We acknowledge having received a copy of this said Guarantee and Indemnity.