

Terms and Conditions

Top Skips Southland Ltd

Here is everything you need to know about hiring and using our casual Skip Bin Hire Services ordered through our website and/or digital platforms. When you place an order with us, the details of which are specified on the Order Summary, you agree to be bound by these terms and conditions (the agreement).

In this agreement the following words have these meanings:

- Bin means the skip bin that we supply to you.
- Charges means the rates and any other charges as specified in the Order Summary and as otherwise incurred in accordance with this agreement.
- General Waste means general household rubbish but does not include Prohibited Material.
- Clean Fill Waste means broken concrete, rocks, bricks, asphalt, clay, sand, soil, dust, dirt and ceramic tiles. The “clean” in clean fill means that the waste is not contaminated by any other forms of waste and excludes Prohibited Material and General Waste.
- Garden Waste means ordinary garden waste as determined by us from time to time and includes lawn cuttings, hedge trimmings, weed and leaves or as specified by us and excludes any General Waste, Clean Fill and Prohibited Material.
- Prohibited Material means any item, substance or liquid that is explosive, hazardous, illegal, dangerous, a fire hazard or which we are not permitted to transport including as specified in clause 5 below and any material which we may advise you from time to time is excluded.
- Excluded Material Charge means the administrative charge per Bin emptied, payable by you if a Bin contains prohibited material and if your bin is contaminated as defined in clause 6.
- Excess Collection Weight means Bins over the specified weight allowance will incur an additional charge as defined in clause 7.
- Insolvency Event means you cease carrying on business, become or are likely to become insolvent or an arrangement or compromise is made with your creditors, or a receiver, liquidator, administrator or statutory manager (or any other similar official) is appointed to you or you are adjudicated bankrupt.
- Notifiable Event has the meaning given that term in the Health and Safety at Work Act 2015.
- Order Summary means the order for services completed by you, and generated on our website, at the time you place your order with us.
- Services means the type of Waste and Materials collection services identified in the Order Summary as may be varied by mutual agreement.
- Service Address means your address specified on the Order Summary and any other site added by mutual agreement from time to time.

- Term means the hire period specified in the Order Summary.
- We, us and our means Top Skips Southland Ltd.
- Workers has the meaning given that term in the Health and Safety at Work Act 2015.
- You and your means the customer named on the Order Summary.

1. Making orders

You agree to use our services as required for casual hire services for the period requested in your order summary.

2. Servicing your hired skip bin

Delivery and removal could take place at any time of the day depending on our bookings. We will endeavour to deliver your bin on the day that the delivery service has been booked, but we will not be liable for any failure or delays in delivery. Late delivery will not entitle the cancellation of any order or entitle any refunds or discounts. We reserve the right to defer the collection of any bin found to be either overloaded or loaded with prohibited material until such time as the customer rectifies the situation.

3. Skip bin placement and access

Bins cannot be lowered over fences or obstacles. Bins are not permitted on the road or on footpaths unless a permit from the council has been obtained. Bins placed on site are not to be re-positioned. We will not be liable for any damage caused to property when re-positioned by the customer.

You will provide satisfactory access for us and our agents at all reasonable times to deposit, inspect, collect/exchange Bins, General Waste, Clean Fill Waste and/or Garden Waste to remove Bins after the hire period.

Satisfactory access includes:

- Access – Bins must be placed on a hard and flat surface with access at least 4m wide
- Overhead obstructions – ensure Bin placement has no overhead obstructions such as powerlines or awnings this service requires a safe working height of 4m
- Vehicle/Pedestrian Movements – place Bins in areas with minimal pedestrian or vehicle traffic
- Exit from site – ensure Bin placement does not require our driver to reverse out of your site on to a high-speed or dangerous road crossing.

4. Using and looking after your Bin

(a) You will

- (i) place only those General waste, Clean fill Waste and Garden Waste (as applicable) into the Bin that the Bin is specifically intended to collect and will do so properly, securely and in a safe manner in strict compliance with all legal requirements.
 - (ii) place any signs and labels, that we supply you with, on or near the Bin.
- (b) You will not
- (i) Light fires or place hot embers or hot ash in the Bin.
 - (ii) Fill the Bin to overflowing.
 - (iii) Place Excluded Materials or Contamination in the Bin.

5. Prohibited Materials

The following list of materials are included as Prohibited Materials:

- Prohibited Material - Skip Bin General Waste
- Asbestos / hazardous waste / toxic material
- Tyres
- Large quantities of Clean Fill, Hard Fill, and soil
- Polystyrene (modest amounts allowed)
- Liquids / Paint
- Gas bottles
- Car or lithium batteries
- Fridges or freezers unless degassed
- Or any other items deemed by the proprietor to be hazardous, illegal, or unable to be disposed of at landfill.

Prohibited Material - Skip Bin Garden Waste: In addition to the list of General Waste prohibited items, the following items are prohibited in Garden Waste Skips:

- General Waste
- Cabbage tree leaves
- Bamboo
- Flax
- Large tree stumps or logs

6. Contamination of Bins due to prohibited materials

- (a) If you do not use your Bin in the way described in clause 5 and the Bin becomes Contaminated, we may not be able to use the Materials the Bins contain. If this happens, we are not obliged to collect that Bin and we may adopt the following process:
- (i) If we consider it practical, you will be given an opportunity to remove the Contamination while our truck is onsite to allow collection.

(b) If we must collect the Bin including the contamination then we are entitled to demand, and you will pay, the Contamination Charge. The Contamination Charge may change from time to time but will reflect the additional costs to us of dealing with your Contaminated Bin. A contamination charge of up to \$4,000 plus GST may be levied to you.

7. Bins are overweight

Bins over the specified weight allowance tabled below will incur an additional charge per Tonne or part thereof the additional charge will be the equivalent to the overweight tonnage amount multiplied by Top Skips Southland Ltd's disposal cost.

Weight Limit table

Skip Bin Size Maximum Tonnage - $2\text{m}^3 = 0.300\text{T}$, $3\text{m}^3\text{-}3.5\text{m}^3 = 0.500\text{T}$, $4.5\text{m}^3 = 0.750\text{T}$, $6\text{m}^3\text{-}8\text{m}^3 = 1.0\text{T}$, $9\text{m}^3\text{-}10\text{m}^3 = 1.5\text{T}$

8. Ownership of our Bin

We always retain ownership of the Bin. You will not give security over or deal with the Bin in such a way as to detract from our ownership. You will promptly notify us of any damage to the Bin and will indemnify us against any damage, loss, claim, injury or defacement to the Bin or resulting from your use.

9. Disposal of Clean fill Material

Whenever possible, we will dispose of Clean fill Materials in such a manner that they will ultimately be recycled. However, in some circumstances we may, at our discretion, dispose of the Recyclable Materials via alternative waste technologies or at landfill.

10. Payment

- (a) You will pay the Charges, without deduction, at the time of booking and in accordance with the order summary
- (b) If the Bin removed is overweight or contains contamination, we will contact you for payment of the additional fee.

11. Title to General Waste, Clean fill waste and Garden waste

Title/ownership in the General Waste, Clean Fill Waste and Garden Waste vests in us when we remove them from your Service Address. Title to, and liability for, Excluded Material always remains with you, even if we have collected them.

12. Health and Safety

- (a) The health and safety of our Workers, our customers and our communities is of paramount importance to us. Both parties must consult, cooperate and coordinate, in respect to the provision of the Services so as to ensure that the nature of the Services, the risks arising from the Services, and the controls to be implemented to mitigate those risks are understood and to enable the parties to verify that the risks are being controlled and the Services are being performed safely.
- (b) You will immediately notify us of any event including Notifiable Events that cause or has the potential to cause an injury to any Worker at the Service Address.
- (c) You will assist us in relation to any investigation into a Notifiable Event or other incident.
- (d) Where required, you will attend meetings to discuss health and safety and provide us with all relevant information or documentation in relation to health and safety, including, but not limited to, your health and safety management plan and incident register as they relate to the Services.

13. Your Liability

In addition to the Charges, including Over Weight and Contamination Charges, you will be liable to us for any damage to our Bins whilst in your possession, fair wear and tear excluded, and for any direct loss, expense or liability we incur as a result of you not complying with this agreement. You will not be liable for any consequential loss, other indirect loss, expense, damage or injury such as loss of business or loss of profits sustained by us or any third party.

14. Our Liability

We will pay for any damage we cause to your property, to the extent caused by us, up to a maximum amount equivalent to all Charges paid by you under this agreement in the 12 month period prior to the damage occurring. However, we are not responsible for damage to any access ways or to pipes, cables or other fixtures beneath them caused by the weight of our vehicles. To the maximum extent permitted by law, we are not liable for any other direct, indirect or consequential loss, expense, damage or injury whatsoever, such as (without limitation) loss of business or loss of profits sustained by you or any third party as a result of any action or inaction of ours or as a result of you being unable to use the Bin or us not providing the Service.

15. Privacy

You authorise us to collect, keep and use personal information you provide to us to process payment for our Services, or for any other purpose that you authorise, in accordance with our privacy notice. You authorise any third party to provide us with the credit information about you and for us to use such information for any lawful purpose connected with our business.

You authorise us to disclose details of this agreement and of our dealings with you to third parties for the purposes of this agreement. We comply with the Privacy Act 2020, and you have the right to access and correct any personal information we hold about you (there may be a reasonable charge for this).

16. Personal Property Securities Act

In relation to registration of our ownership in the Bin under the Personal Property Securities Act 1999 (PPSA) you waive the right to receive a verification statement. On our request you shall promptly execute any further documents and do anything else required by us to give effect to this agreement and to ensure that the security interest created under this agreement constitutes and remains a first ranking perfected security interest over the Bin.

17. Communication

We will communicate with you (including notices) via text or email. Please send all your communications to <https://www.easybins.co.nz/contact>

18. Force Majeure

Neither party will be liable to the other for any failure to perform any of the obligations under this agreement during any period, and to the extent in which such performance is delayed by circumstances beyond its reasonable control and that could not have been avoided by the exercise of reasonable care, including fire, flood, earthquake, war, embargo, riot, epidemic, pandemic or the intervention of any governmental authority. During any of these events we may have to change the frequency or delivery of our Services. The parties will work together to ensure that as an essential service, waste collection continues as far as practical during or after a force majeure event.

19. Consumer Guarantees Act

(a) Unless agreed otherwise with us, you represent that you are acquiring the Services for business purposes, and accordingly, subject to (b) below, to the fullest extent permitted by law and solely to the extent it is fair and reasonable to do so, the Consumer Guarantees Act 1993 does not apply to the supply of the Services.

(b) To the extent the Consumer Guarantees Act applies, nothing in this agreement limits your rights under that Act unless it would be fair and reasonable to do so.