

Skippy Waste – Terms & Conditions for Skip Bin Hire

1. Introduction

These Terms & Conditions (the "Agreement") are entered into by and between **Skippy Waste** (the "Company"), and the customer (the "Customer") who rents a skip bin from the Company. By renting a skip bin from Skippy Waste, the Customer agrees to be bound by the terms set forth in this Agreement.

2. Hire Period and Availability

- The standard hire period is **4 days**. The rental period begins on the day the skip bin is delivered to the Customer's location and ends on the fourth day thereafter.
- The Customer may request an extension of the hire period, subject to availability and additional fees.
- Any delays in the removal of the skip bin beyond the agreed hire period will incur a daily surcharge. The surcharge will be communicated to the Customer prior to extension.

3. Delivery and Collection of Skip Bins

- Skippy Waste will deliver the skip bin to the address provided by the Customer at the time of booking.
- The Company will make reasonable efforts to deliver and collect the skip bin within the agreed time frame. However, the Company is not liable for delays beyond its control (e.g., weather, traffic, roadworks, etc.).
- The Customer is responsible for ensuring there is clear and safe access to the location for the delivery and collection of the skip bin. If access is obstructed, additional charges may apply.

4. Access Issues and Additional Charges

- If a skip bin cannot be delivered or collected due to access issues, such as:
 - **Obstructions** (e.g., parked cars, builders' equipment, or any other items blocking the skip bin).
 - **No clear access** to the location.
 - **Inability to move the bin** from its original placement due to access restrictions or hazardous conditions.
- A **\$145 fee** will be charged to the Customer for the failed delivery or collection attempt.
- This fee covers the additional time, fuel, and logistics required for a subsequent delivery or collection attempt.
- The Customer is encouraged to ensure that the location is free of obstacles at the time of delivery and collection to avoid this fee.

5. Pricing and Payment

- The price for hiring a skip bin is based on the bin size, location, and any additional services (e.g., extended hire, extra tonnage).

- A **non-refundable deposit** may be required at the time of booking, with the remaining balance due prior to or on the day of delivery.
- The Customer agrees to pay the total hire fee as per the Company's pricing schedule. Failure to pay may result in additional fees and/or suspension of service.
- Payment methods accepted include credit/debit card, bank transfer, and cash (upon delivery).

6. Customer's Responsibilities

- **Use of the Skip Bin:** The Customer agrees to use the skip bin solely for the disposal of appropriate waste, including general household waste, construction debris, and non-hazardous materials. The Customer must not place the following in the skip bin:
 - Hazardous waste (e.g., asbestos, chemicals, batteries, etc.)
 - Flammable or explosive materials
 - Tires, liquid waste, and medical waste
 - Any waste that is prohibited by law
- **Overloading:** The skip bin must not be overloaded. Overloading the skip bin can result in additional charges or refusal of removal.
- **Access:** The Customer ensures that there is adequate access for delivery and collection of the skip bin. The Company may refuse to deliver or collect the skip bin if access is unsafe or obstructed.
- **Damage to Property:** The Customer is responsible for ensuring that the skip bin is placed in a safe location that does not cause damage to surrounding areas such as driveways, lawns, streets, or other property. Skippy Waste is not liable for any damage to the Customer's property or any other property resulting from the placement of the skip bin, including any damage to driveways, sidewalks, or any other surfaces.

7. Abuse of Drivers

- **No Abuse Towards Drivers:** Skippy Waste has a **zero tolerance** policy towards any form of abuse, including verbal, physical, or emotional abuse directed at the Company's drivers or staff. This includes, but is not limited to, swearing, threatening behavior, or any aggressive actions.
- **Immediate Action:** If any form of abuse is encountered, the Company reserves the right to immediately terminate the service and remove the skip bin without a refund. The Customer may also be liable for additional fees related to the interruption of service or damages incurred due to such behavior.
- The Customer agrees to treat all employees of Skippy Waste with courtesy and respect at all times.

8. Liability and Indemnity

- **Limitation of Liability:** Skippy Waste shall not be liable for any damage to the Customer's property, including driveways, lawns, or other surfaces, arising from the delivery, placement, or collection of the skip bin. The Customer acknowledges that the Company is not responsible for any damage caused by the skip bin during the hire period, and agrees to take full responsibility for the location chosen for the skip bin.

- **Indemnity:** The Customer agrees to indemnify and hold harmless Skippy Waste from any claims, damages, or losses that arise from the Customer's use of the skip bin, including but not limited to, damage to property, injury, or improper disposal of waste.

9. Prohibited Materials

The Customer agrees not to place the following materials in the skip bin:

- Hazardous or toxic materials (e.g., asbestos, oils, paints, chemicals, batteries)
- Liquids or food waste
- Medical waste or human waste
- Tires, large appliances (unless otherwise agreed)
- Any other items prohibited by law

The Customer may be charged an additional fee if prohibited items are found in the bin.

10. Collection of Skip Bin

- Skippy Waste will collect the skip bin on the agreed collection date, or at the end of the hire period.
- If the Customer requires the bin to be collected earlier or later than agreed, this must be communicated in advance, and additional fees may apply.
- If the skip bin is overloaded, improperly filled, or contains prohibited items, the Customer will be responsible for any extra charges for disposal or reloading.

11. Termination of Hire

- The Customer may request an early termination of the hire period; however, the standard hire fee will still apply.
- The Company reserves the right to terminate the hire period and remove the skip bin if the Customer is in violation of these Terms & Conditions, including improper use of the bin or failure to pay the agreed fees.

12. Governing Law and Jurisdiction

- This Agreement shall be governed by and construed in accordance with the laws of **Western Australia**, Australia.
- Any disputes arising from this Agreement, including issues related to the hire, collection, or payment for skip bins, shall be subject to the exclusive jurisdiction of the courts located in **Western Australia**.
- The Customer agrees that any legal action or proceeding under this Agreement must be brought in the courts of **Western Australia**.

13. Miscellaneous

- **Force Majeure:** Skippy Waste will not be liable for delays or failures to perform obligations due to events beyond its control (e.g., natural disasters, government actions, etc.).

- **Amendments:** Skippy Waste reserves the right to amend these Terms & Conditions at any time, with or without notice to the Customer. The Customer will be subject to the Terms & Conditions that are in effect at the time of their skip bin hire.

By using Skippy Waste's skip bin hire services, the Customer acknowledges and agrees to the above Terms & Conditions.

If you have any further questions or concerns, please contact us directly at [contact information] or visit our website.