

Terms & Conditions

WEST TIP WASTE MANAGEMENT PTY LTD TERMS AND CONDITIONS

PARTIES AND INTRODUCTION:

- 1.1. The "Hirer" (You) agrees that prior to placing an order with the "Supplier" (West Tip), the Hirer has read, acknowledged & agreed to the terms and conditions as set out hereunder.

DROP OFF AND PICK UP DATE AND TIME:

- 1.2. Selected dates for delivery and pickup may not be the same as the actual dates that the bin is delivered and picked up. Failure by the supplier to deliver or pickup on said dates will not incur any penalties to the supplier.

DELIVERY & PICK UP:

- 1.3. If the supplier deems the placement of the bin to be unsafe and delivery cannot be made, then the supplier is entitled to claim a portion of the cost.
- 1.4. If the bin needs to be moved onsite, then a travel charge will apply.
- 1.5. Waiting times will also be charged. If no clear or safe access is provided.
- 1.6. The Hirer must ensure there is a clear path to the drop off or pick up point of the bin on the arranged day we are due at your property.
- 1.7. When booking and instructing the driver to place the skip bin on your property, the customer acknowledges the Supplier will not be liable for any damages incurred during service unless resulting from gross negligence, including but not limited to grass, sprinklers and irrigation systems, driveway, gardens, trees, carports etc
- 1.8. Customers must ensure the ground surfaces on the property, or any surfaces traversed in the course of service are suitable for our heavy vehicles and equipment. The customer is responsible to ensure the ground surfaces are adequately prepared prior to our arrival and must supply any protective materials to prevent surface damage. It is recommended that customers lay down some timber or rubber matting for the skip bin to be placed on as this is effective for protecting driveway and tile surfaces. The Supplier accepts no liability for any damage, loss, or injury caused to the customer or their property during the hire period. This includes the loss of any time or costs incurred to the customer resulting from unforeseen service delays or hazardous weather rescheduling by the Supplier. The utmost care is taken at all times by the Supplier to avoid any incidences of damage, loss, or injury to the customer during the course of service. By engaging the skip bin services offered by the Supplier, the Hirer agrees to these terms & conditions and indemnifies the Supplier against any liability for damage, loss, or injury.
- 1.9. West Tip shall not be responsible or liable for any 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 on any site.

TYPES OF WASTE:

- 1.10. The West Tip Recycling facility and other 3rd party facilities will not accept loads that contain traces of the following waste types:
 - Asbestos
 - Liquid waste
 - Food waste
 - Tyres
 - Paint, thinners
 - Other Hazardous or toxic substances.

There should also be none of the following placed in the bin:

- No liquid concrete.
 - No tree stumps or large trunks.
- 1.11. If asbestos is found in the bin, there will be a minimum handling charge of \$285 plus \$185/tonne of

Terms & Conditions

asbestos.

- 1.11. If tyres are found, there will be charge of \$20/tyre.
- 1.12. If any hazardous substances are placed in the bin, then penalties do apply by law.

ASBESTOS WASTE:

- 1.13. If an asbestos only bin is ordered, there must be only asbestos placed in the bin. If there are traces of any other types of waste, the bin will not be picked up and a travel and bin rental charge will apply.
- 1.14. There is an asbestos disposal procedure below that must be adhered to:
 - 1. Packs to be wrapped in 200um plastic and taped securely.
 - 2. Packs to have a maximum of 15 sheets.
 - 3. 3. Packs must be positioned in the bin to allow easy sliding so that the packs do not grab the slides and split.

LOADING YOUR BIN:

- 1.15. Strictly no sand, bricks, concrete and tiles above the top level of the bin.
- 1.16. Strictly no overhang front, rear or sides of the bin.
- 1.17. Bins are not to be filled above the rim – nothing is to protrude above the rim. If bin is overfilled, we retain the right to remove items as necessary in order to make it legal to transport. These items will be placed next to or near the bin. In such case we are not liable for any damage incurred to your property / vehicles.
- 1.18. Strictly no sand, bricks, concrete and tiles in bins 17 cubic meters and bigger.
- 1.19. Ensure all doors are secured shut when finished loading.
- 1.20. If any of the above points are not adhered to and the driver deems the bin is unsafe to transport a travel charge will apply.
If any bin has a weight limit and the contents loaded into the bin exceed that weight limit, the customer will be charged the lesser of either excess weight or an upgrade to the appropriate waste type.

REFUNDS:

- 1.21. The hirer is entitled to a refund if the bin is not delivered on the specified delivery date.
- 1.22. If the hirer decides to cancel the delivery, West Tip must be given notified before 12pm on the day before delivery to receive a refund.
- 1.23. Refunds can only be made to the same credit card that initially paid for the bin. A \$10 booking fee will apply.

PAYMENT:

- 1.24. If paying by American Express there will be an additional charge of 3.5%.

GENERAL:

- 1.25. Do not move the bin once it has been placed in position. If the skip bin is moved there may be a need to drag it back into the original position in order for the driver to pick it up. In such case, we accept no liability for damage caused to your property / vehicles etc.
- 1.26. Any damage to the bin will be charged to the hirer.
- 1.27. No fires in any bins
- 1.29. If the bin is delivered to a 3rd party on behalf of the hirer, the responsibly of the bin hire will remain with the hirer.

Terms & Conditions

HEALTH & SAFETY:

- 1.30. It is the Hirer's responsibility to ensure that all Workplace Health & Safety (WHS) regulations are observed, and other appropriate steps taken in relation to usage of the bins and to bring to the attention of the Supplier, its employees, agent and sub-contractors on hazards relating to the Hirer's address of delivery of the bins. Without prejudice to the foregoing, it is also the Hirer's responsibility to provide a safe facility for the reception of bins from the Supplier.
- 1.31. All job sites are to be made safe prior to delivery of bins – overhead powerlines and tree branches must be checked for access & clearance, building materials should allow for 1 metre of clear access around the bin at all times for operator safety.
- 1.32. All bin deliveries on any major arterial road must have traffic management supplied on both delivery & collection.
- 1.33. The Hirer acknowledges they are responsible for complying with Main Roads WA Transport Legislation <https://www.mainroads.wa.gov.au/globalassets/heavy-vehicles/compliance-enforcement/cor/chain-of-responsibility-overview.pdf?v=4908e6>
- 1.34. The Hirer acknowledges they are responsible for complying with the above requirements & any other relevant legislation with regards to safety & duty of care, including but not limited to disposal of hazardous materials such as asbestos.
- 1.35. The hirer acknowledges they may be responsible for anything that comes off our truck such as bricks and tiles based on the Chain Of Responsibility legislation - <https://www.mainroads.wa.gov.au/globalassets/heavy-vehicles/compliance-enforcement/cor/chain-of-responsibility-loader-packer.pdf?v=4a3255>
- 1.36. You are also responsible under this law to ensure the bin is safe to transport & not overfull as per the national load restraint guide 2018.