

## GENERAL BOOKING INFORMATION:

Our bins are designed for general household and mixed waste, Green waste and light construction materials and are not suitable for excessive heavy or hazardous materials.

The Hirer will be responsible for any costs associated with the disposal of the hazardous materials. Please see list below outlining hazardous waste.

The load limit of our skip bins is 1000kg. The Hirer has the option to hire at a 500kg or 1000kg limit. Loads over the chosen limit may violate regulations and will lead to additional fees – at the rate of \$30 per 100kg (or part thereof) over the limit. Maximum load is 1000kg.

Three days hire is included in your standard booking.

We advise Hirer's of our bins to carefully read through the below terms and conditions. The Hirer then agrees to abide by these terms and conditions and signs as acknowledgment and understanding as part of the Agreement. Please contact Yello Bins if you wish to discuss any concerns relating to these conditions.

## TERMS AND CONDITIONS:

Terms and Conditions are legally Binding Under the Rental Agreement

\*Please NOTE disclaimers from all liability for damage and/or injury.

1. Below is a table outlining what are hazardous materials and are not under any circumstance to be disposed of in our bins.

\* Asbestos is a known dangerous material. Incorrect disposal of asbestos is a criminal action.

The Hirer will be held liable for any asbestos in the skip bin, and any costs associated with proper disposal of that asbestos.

2. Green waste service is for green garden waste only - 100% Green waste, this includes items such as; small trees, branches (no more than 20cm thick), shrubs, palm fronds, twigs, leaves. Grass and small amounts of sand and soil can be placed in green waste although weight limits still apply.

3. Full payment for skip hire is required prior to delivery of the skip.

Upon tipping if any additional fees due to over weight limit exceeded or additional charges are required due to hazardous materials in our bins an invoice will be supplied, and payment will be required within 24 hours of invoice receipt.

4. Our mobile skip bins are made for general/mixed waste they are not designed for extremely heavy materials. 1-2 wheelbarrows of light construction materials may be placed in the skip bins. These materials include: Timber / Plaster / Tiles / Concrete / Bricks. Our skip bins must not be filled over 1000kgs. Loads over this limit will violate regulations and lead to additional fees.

The skips are weighed prior to filling and will be weighed upon tipping, the Hirer is liable for any penalties for over weight limits not paid for prior.

Hirer must NOT overload the skip, the doors must be able to be closed and locked correctly, if found to be overloaded and not locked upon pick up the Hirer will be responsible to remove waste and may incur additional fees for additional time needed to have skip ready.

5. Hirer is liable for any Infringement Penalties incurred while in possession of the skip.

6. In the event of the skip bin being involved in an accident, the Hirer must notify Yello Bins as soon as possible. The Hirer must supply a valid driver's license and credit card (or one other form of identification) with all detail of accident. The Hirer agrees to these being photocopied and held by YELLO Bins and be forthcoming with information for Insurance and or police.



7. The Hirer is liable if the mobile skip is damaged, stolen or involved in any accident during the Rental Agreement, regardless of whether the mobile skip is attached or detached from any vehicle. The Hirer is responsible for any items carried or stored within the mobile skip along with any injury sustained by the Hirer or any third party.
8. The Hirer agrees to pay any court costs and solicitor fees on behalf of Yello Bins if any legal action is required to recover the mobile skip bin, recover the value of a lost or stolen skip bin, or recover the cost of repairs or replacement parts for the skip bin due to the Hirer not complying with the terms and conditions of hire. The Hirer agrees that the load placed in the mobile skip bin will be fully and properly secured by closing and securing lids for transportation and periods when the skip bin is not in use. Failing to secure the mobile skip bin or loading it over the rim can lead to fines from relevant authorities. Any such fines incurred are the Hirer's full responsibility on a solicitor and own client basis. Any overdue payments will be charged at an interest at a rate of 18% per annum. Yello Bins is entitled to serve notices on the drop off/pick up address specified on the Rental Agreement.
9. It is illegal to move or dispose of soil that has had/or suspected of having fire ants. Queenslanders are legally required to report suspected sightings of fire ants within 24 hours of their discovery, and depending on the nests location take action to treat the pest. If you do not do this, penalties may apply. Under the Biosecurity Act 2014, everyone—including individuals and organisations—has a general biosecurity obligation (GBO) to take all reasonable steps to prevent the spread of fire ants. Yello Bins take no responsibility if fire ants are found in your rubbish removal and is the Hirer's responsibility to have all fines or cost of removal and or extermination paid for.
10. The Hirer must ensure the skip is not used for: hire / any illegal purposes, or otherwise without prior consent will not lend, sell or otherwise part with the mobile skip trailer from their control. The Hirer acknowledges that the skip is the property of Yello Bins and that they have no right, title or interest in the skip at any time, other than that it is hired by the Hirer.
11. The Hirer must have the skip ready for retrieval on the date that is agreed. Yello Bins reserve the right to extend the hire period at the request of the hirer upon agreement and confirmation of cost. The Hirer must request an extension by telephone on 0499-949-555 or email on [info@yellobins.com.au](mailto:info@yellobins.com.au) at least 24 hours before the end of the existing hire period if needed. Daily hire rate will be charged if the Hirer does not ensure the skip is ready for retrieval at the agreed time. Yello Bins reserves the right to NOT refund any monies if the Hirer chooses to have the skip picked up prior to the end of the hire period.
12. If a refund is approved for any such reason, Yello Bins is able to refund the Hirer through a direct transfer into bank details provided by the Hirer.
13. Once the Hirer makes payment for the skip, the Rental Agreement commences upon delivery of the skip and leaves the possession of Yello Bins. The Hirer is not permitted to move the skip, it will be parked and secured at an agreed safe location, all risks stipulated in the terms and conditions are passed onto the Hirer. The Hirer indemnifies Yello Bins with regards to: (a) damage or loss of any kind (including legal costs on a solicitor and own client basis) from any act, omission, or breach of this agreement or any law or regulation by the Hirer, its officers, or employees or any person permitted by the Hirer to use the mobile skip trailer, (b) any claims by any person for injury to property or person, including consequential loss, arising from the use of the mobile skip.
14. \*Yello Bins will not be held liable for any injuries suffered by the Hirer, their agents or any third parties as a result of using the skip during the Rental Agreement. Yello Bins will not be held liable for any consequential losses arising out of the use of or inability to use the mobile skip. The Hirer is liable if the mobile skip is damaged, stolen or involved in any accident during the Rental Agreement, regardless of whether the mobile skip is attached or detached from any vehicle.

15. The Hirer is responsible for any items carried or stored within the mobile skip along with any injury sustained by the Hirer or any third party.

16. The Hirer agrees to pay Yello Bins for the full value of the mobile skip in the event of the skip being significantly damaged, stolen, lost, confiscated, impounded or destroyed. This amount is payable at the conclusion of the hire period. Yello Bins reserves the right to charge a daily fee until the Hirer pays such monies in full.

17. The Hirer agrees to pay Yello Bins in full to cover any costs associated with repairs or replacement parts in the event of the mobile skip being stolen or damaged during the period of the Rental Agreement. Such parts and/or repairs will be supplied/undertaken by an authorised Yello Bins agent and charged accordingly. The Hirer agrees to immediately inform Yello Bins of any required repairs, replacements or adjustments and will not authorise any third party to carry out such repairs, replacements or adjustments without the prior consent of Yello Bins.

If the padlock supplied is lost or damaged the Hirer will agree to pay the amount of \$73+ gst for replacement.

18. The Hirer uses the mobile skip at his or her own risk, and the manufacturer's stated tolerances must not be exceeded. It is the Hirer's responsibility to inspect the mobile skip at the commencement of the Rental Agreement and agrees that the trailer is received in good working condition. The Hirer agrees that the mobile skip will be returned in the same condition with ordinary wear and tear considered. Yello Bins will report a mobile skip as stolen if it is not ready for return or access is restricted at the end of the agreed hire period. The Hirer will be deemed to be in unlawful possession of the mobile skip any time after the end of the hire period as stipulated in the signed Rental Agreement.

19. The Hirer agrees to pay any court costs and solicitor fees on behalf of Yello Bins if any legal action is required to recover the mobile skip, recover the value of a lost or stolen skip, or recover the cost of repairs or replacement parts for the skip due to the Hirer not complying with the terms and conditions of hire.

20. Any overdue payments will be charged interest at a rate of 18% per annum. Yello Bins is entitled to serve notices on the address specified on the front of the agreement.

21. Yello Bins values the replacement of a mobile skip bin at \$10,000 + gst. The Hirer agrees to this value upon entering a Rental Agreement.

22. The Hirer must read and agree to all Terms and Conditions before signing.

If you have any questions or concerns regarding these Terms and Conditions, please contact Yello Bins GC Pty Ltd.

Name of Hirer .....

Date of hire .....

Drop Off/Pick Up Address.....

Agreed date of pickup .....

Upon tipping if skip is overweight or hazardous materials are found within, the Hirer agrees to pay the fees associated via direct transfer within 24 hours of invoice supplied.

Signature .....