

KONG SKIP BINS TERMS AND CONDITIONS

1. DEFINITIONS

- Allowed Weight: The maximum permissible weight of waste as specified on our website.
- Agreement: The contract between Kong Skip Bins and the Customer for the provision of goods and services.
- Bin: The skip bin supplied on hire by Kong Skip Bins to the Customer.
- Collection Date: The scheduled date for collecting goods and services, as stated in any quote or order.
- Company: Kong Skip Bins, including its successors and authorized representatives.
- Consequential Loss: Includes loss of savings, use, opportunity, profit, revenue, and other indirect losses.
- Customer: The party, including its representatives, placing an order with Kong Skip Bins.
- Date of Delivery: The agreed date for delivering goods and services.
- Delivery Location: The specified delivery point as directed by the Customer.
- Goods and Services: All products and services provided by Kong Skip Bins, including skip bin rentals and waste disposal.
- Hire Period: The agreed duration for which the Customer hires goods and services.
- Loss: Any form of damage, cost, or expense, including consequential loss.
- Non-Complying Waste: Prohibited waste items including chemicals, hazardous materials, and items specified by Kong Skip Bins.
- Order: A request by the Customer to purchase goods and services.
- Price: The cost for goods and services, as agreed between Kong Skip Bins and the Customer.

2. AGREEMENT

This Agreement outlines the terms and conditions under which Kong Skip Bins provides goods and services to the Customer. By placing an Order with Kong Skip Bins, the Customer agrees to comply with these terms and conditions.

3. ORDERS

All Orders placed by the Customer will be subject to acceptance by Kong Skip Bins. The Company reserves the right to refuse any order at its discretion.

4. PRICES AND PAYMENT

The Price for goods and services will be as stated in the Agreement or as communicated by Kong Skip Bins. Payment terms will be as specified in the Agreement. Late payments may incur additional charges as specified by Kong Skip Bins.

5. DELIVERY AND COLLECTION

Kong Skip Bins will deliver the Bin to the Delivery Location on the Date of Delivery. The Customer must ensure that the Delivery Location is accessible and suitable for the delivery of the Bin. The Company will collect the Bin on the Collection Date. Any delays or additional costs caused by the Customer's failure to provide access or other necessary conditions may result in additional charges.

6. USE OF BIN

The Customer must use the Bin in accordance with the Company's guidelines and regulations. Only waste items that comply with Kong Skip Bins' specifications may be disposed of in the Bin. The Customer will be responsible for any damage or loss resulting from improper use of the Bin.

7. NON-COMPLYING WASTE

The Customer must not dispose of Non-Complying Waste in the Bin. This includes, but is not limited to, chemicals, hazardous materials, and other items specified by Kong Skip Bins. Disposal of Non-Complying Waste will result in additional charges and may also result in legal consequences.

8. LIABILITY

Kong Skip Bins will not be liable for any Loss or Consequential Loss arising from the use of the Bin or the services provided. The Customer will indemnify the Company

against any claims, damages, or expenses arising from the Customer's use of the Bin or breach of this Agreement.

9. TERMINATION

The Company reserves the right to terminate the Agreement at any time if the Customer breaches any terms and conditions. The Customer may also terminate the Agreement by providing written notice to Kong Skip Bins, subject to any applicable cancellation fees or charges.

10. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the jurisdiction in which Kong Skip Bins operates. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts of that jurisdiction.

11. AMENDMENTS

Kong Skip Bins reserves the right to amend these terms and conditions at any time. Any amendments will be communicated to the Customer and will take effect immediately upon such communication.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or understandings, whether written or oral, relating to its subject matter.

13. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

14. WAIVER

No failure or delay by Kong Skip Bins in exercising any right, power, or remedy under this Agreement will operate as a waiver of that right, power, or remedy.

15. NOTICES

All notices or other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given when delivered personally, sent by pre-paid mail, or sent by email to the addresses specified by the parties.

Terms and Conditions:

1. DEFINITIONS

- Skip Level Limits: The maximum fill line on the skip indicating allowable waste height.
- T&Cs: These Terms and Conditions.
- Waste: Any item placed in the skip at the time of collection.

2. GENERAL TERMS

- 2.1 These T&Cs govern the relationship between Kong Skip Bins and the Customer regarding the provision of goods and services.
- 2.2 These T&Cs apply to all agreements and arrangements between Kong Skip Bins and the Customer.
- 2.3 The Customer agrees to these T&Cs upon requesting a quote or placing an order.
- 2.4 Amendments to these T&Cs require notification on our website and are effective immediately.

3. SERVICES PROVIDED

- 3.1 Kong Skip Bins offers hire services for various bin sizes and waste disposal services within the Australian Capital Territory and surrounds.
- 3.2 Junk collection services are also available.

4. TERMS OF HIRE

- 4.1 While in your care, you agree not to place Non-Complying Waste in the bin, move the bin without authorisation, or use it for illegal purposes.
- 4.2 Non-Complying Waste includes chemicals, hazardous materials, and other specified items.
- 4.3 If Non-Complying Waste is found, additional fees may be charged, and collection may be refused until rectified.

5. ORDER CONFIRMATION AND DELIVERY

- 5.1 Orders can be placed online or via phone. Confirmation occurs when a delivery date is agreed upon.
- 5.2 Delivery times are estimates, and Kong Skip Bins is not liable for late deliveries.
- 5.3 The Customer must ensure safe access to the Delivery Location.

6. COLLECTION AND EXTENSION OF HIRE

- 6.1 Bins are collected at the end of the hire period unless extended with notice.
- 6.2 Early collection requests can be made without pro-rata adjustments.

7. PAYMENT

- 7.1 Payment can be made by credit card. Additional fees may apply for certain waste types or delivery conditions.
- 7.2 Credit card information may be retained for additional charges post-collection.

8. CUSTOMER RESPONSIBILITIES

- 8.1 The Customer must ensure the bin is used appropriately and all necessary permissions for placement are obtained.
- 8.2 The Customer is liable for any damage to the bin or the Delivery Location.

9. LIMITATION OF LIABILITY AND INDEMNITY

- 9.1 Kong Skip Bins excludes liability for indirect losses and damages.
- 9.2 The Customer indemnifies Kong Skip Bins against any claims arising from misuse or breach of these terms.

10. WEBSITE USE

- 10.1 Use of the website is subject to these T&Cs, and unauthorised use is prohibited.
- 10.2 Security measures are in place, but transmission of data is at the user's risk.

11. PRIVACY AND DATA PROTECTION

- 11.1 Kong Skip Bins may collect and use Customer information for service provision and credit assessment.

12. JURISDICTION

- 12.1 These T&Cs are governed by the laws of the Australian Capital Territory.