

## Terms & Conditions



1. By accepting the quote and booking a bin or any other services from L&D Brown Skip Bin Hire you acknowledge and agree to the following terms and conditions.
2. These terms and conditions form part of a legally binding agreement between L&D Brown Skip Bin Hire and you, the customer, who has accepted the quote provided by us. All contracts made by L&D Brown Skip Bin Hire shall be deemed to incorporate these terms and conditions, no variations or addition to them shall form part of any contract unless specifically accepted by us in writing.
3. If any portion of these terms is deemed to be invalid, illegal, or unenforceable the remaining provisions shall remain in full force and effect.
4. Payment must be made in full on or before bin delivery or other services rendered.
5. Weight allowance and excess tipping fees apply unless stated otherwise. You agree to pay any additional charges incurred for excess weight or loading of incorrect waste for the type of bin ordered.
6. Standard rental period is 7 days. Unless agreed otherwise and in writing, additional hire fees apply on a weekly basis as per the L&D Brown Skip Bin Hire pricelist. Bins will be picked up after 7 days of delivery unless agreed otherwise.
7. While we will always strive to meet your required delivery times and dates, we cannot guarantee to meet them, and accordingly we will not be liable for any cost and/or losses incurred by you for any delay in the provision of good or services to your site address.
8. Skip bins must not be filled above the rim. All waste must fully fit inside the bin. Bins that have been overloaded will not be picked up and additional rental and handling charges will be incurred.  
You acknowledge that you will be responsible for any excess waste or spillage from the skip bin. L&D Brown Skip Bin Hire drivers reserve the right to refuse any load they deem to be unsafe or overloaded in line with legislation, guidelines, and company policy.
9. You agree to be responsible for any fines or penalties incurred to R.T.A. or law enforcement should the bin be overloaded.
10. Green waste-only, clean fill-only and masonry-only bins must not be contaminated with other waste types. This includes contaminating green waste with soil or masonry bins with gyprock, plasterboard, under-slab plastic or any other form of waste.  
In case of contamination, the bin price and conditions will default to a mixed waste bin with the respective weight limit restrictions in place according to bin size. Any excess weight will be charged at the standard excess weight rate as per the current price list.
11. You agree not to move the bin after it has been placed by us for delivery. Any costs associated with the recovery of a bin after it has been moved from its original placement location are borne by you.
12. You will be responsible for the provision of free, sufficient, safe access and to suitable ground conditions as well as safe access height and surrounding area at the site. Charges may incur for restricted access if bins cannot be picked up or delivered as agreed, including waiting time and futile deliveries/pick-ups.
13. Skip bins are placed and removed on/off private property by L&D Brown Skip Bin Hire entirely at the risk of the hirer and it is your responsibility to ensure you take all reasonable steps to mitigate any damage (for instance by placing timber slats on the ground to place the bin). Except where we are negligent, L&D Brown Skip Bin Hire will not take responsibility for any damage to any surface, walls or property caused by the company's vehicles or equipment whilst on the hirer's premises. You will not be entitled to withhold payment for any such damage.
14. We reserve the right to refuse delivery to any location where the site is deemed unacceptable from a safety perspective. You must bring to the attention of the driver any hazards on the property, utility cables, manholes, overhanging trees etc. You agree that you are responsible

- for any Work Health Safety Laws relating to the site. A call-out fee applies where delivery is unsuccessful. Futile delivery charges may apply.
15. You accept responsibility to ensure that you have obtained any permission required from any relevant person, entity, or authority (including strata / body corporate or councils) to place a bin on the site requested.
  16. Prohibited materials are not permitted and include food or animal waste, wet waste, fibro, asbestos, tyres, batteries, liquids, soil, paints, gas bottles, fire extinguishers, aerosols, chemicals including household cleaning and personal care items, resin, E-waste including solar panels, hot ash, or any other hazardous, toxic, corrosive, or explosive material.
  17. Asbestos and asbestos-containing products are only permitted to be disposed of in our designated asbestos bins with prior notification. They are not permitted in any other bins. Tipping fee charges apply in addition to bin hire and delivery charges.
  18. You must not light fires in the skip bin.
  19. The bin will be used by you for the purpose of depositing waste into and may not be used for any other purpose unless agreed to with L&D Brown Skip Bin Hire.
  20. You agree to take reasonable care of all skip bins and equipment and agree to indemnify L&D Brown Skip Bin Hire for any damage done (other than due wear and tear) to their bins and agree to pay additional fees for any non-standard cleaning that may be required.
  21. You agree and acknowledge that once the skip bin is being loaded onto the vehicle you will have no claim to the waste from that time onwards.
  22. Free order cancellations must be made at least 24 hours prior to delivery. Otherwise, cancellation charges apply.
  23. Whilst all care is taken when delivering and picking up skip bins by our employees, the hirer of the bin will not hold L&D Brown Skip Bin Hire responsible for any damage caused by the placement of the skip bin. If an incident has occurred, please ensure you notify us on (02) 4358 0959 as soon as possible and, if possible, the driver at the time of the incident to ensure all corrective action is taken.

The following terminology applies to these Terms and Conditions, Privacy statement and disclaimer Notice and any or all Agreements.

L&D Brown Skip Bin Hire, our, we ourselves refers to and means Ignis Logistics Pty Ltd t/a L&D Brown Skip Bin Hire.

The hirer, the customer, you, and your means the person or persons or entity making the booking or arrangement with L&D Brown Skip Bin Hire.

Service(s) means delivery and collection of skip bins, bins, skips, equipment, refer to and means containers for the removal of waste material.

Vehicles means L&D Brown Skip Bin Hire trucks and vehicles.

Site means the address specified in the booking.

All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the Company's stated service.

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