

Business Solutions Services Limited trading as Bin Solutions hereinafter called 'the proprietor' hires to the hirer the Skip Bin herein described on the following terms accepted by the hirer:

1. The terms and conditions contained herein will be deemed to have been agreed to by the hirer by the use of the bin.
2. Payment shall be made by the Hirer by Credit Card or Debit Card or as otherwise may be directed or expressly agreed to by Skip Bins Online. **The hirer irrevocably and unconditionally authorises Skip Bins Online to charge their or its credit card or debit card for the Fees under this Agreement and for any Additional Charges.**
3. All payments are due on the 25th of the month following receipt and interest will be charged at 5% per annum on any unpaid amounts.
4. The hirer will pay to the proprietor:
 - (a) The Skip Bin hire charges as agreed at time of hire, prior to delivery of Skip Bin.
 - (b) Any excess weight charges incurred and associated dumping fees.
 - (c) Any charges for extra days.
 - (d) Any charges incurred for movement of Skip Bin from an 'unpermitted' location.
 - (e) Any costs incurred in collecting unpaid charges will be borne by the hirer.
5. The hirer undertakes not to overload the Skip Bin. Skip Bins are not to be loaded any higher than the sides of the Skip Bin and are to be filled in such a manner as to prevent contents from falling from the Skip Bin during removal or while in transit.
6. The Skip Bin will not be used for any other purpose than for waste materials **excluding**: tyres, TV's, monitors, fridges, polystyrene, microwaves, asbestos, dead animals, dangerous or hazardous waste including but not limited to flammable or explosive products, car batteries, gas bottles, liquids, paints, or any other items deemed by the proprietor to be hazardous or unable to be disposed of at landfill.
7. The hirer will observe and comply with all statutes, regulations and requirements governing the use of a Skip Bin.
8. Whilst the Skip Bin is in the care, custody and control of the Hirer, the Hirer shall not: -
 - (a) Place or allow to be placed whether directly or indirectly into the Skip Bin any Prohibited Materials.
 - (b) Light fires, burn or allow the burning of waste materials in the Skip Bin;
 - (c) Excessively fill the Skip Bin whereby the waste materials protrude higher than the top of the Skip Bin or do not fully fit within the confines of the Skip Bin;
 - (d) Relocate, move or otherwise allow the Skip Bin to be moved or relocated from the Site Address unless otherwise expressly authorised in writing by the Service Provider;
 - (e) Use the Skip Bin for any illegal purpose which contravenes this Agreement or any law;

- (f) Use the Skip Bin for any other purpose other than that disclosed by the Hirer and expressly agreed to by the parties and which may be reasonably anticipated in this Agreement.
9. The hirer shall be responsible for and shall indemnify the proprietor against liability for all loss, damage or injury to persons or property caused by the hirer in respect to the hirer's use of the Skip Bin in any manner whatsoever or the hirer's employees, subcontractors or agents, and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by the proprietor.
 10. The hirer is responsible for all waste placed in a Skip Bin on public land.
 11. The hirer will be liable to the proprietor for any damage to the proprietor's Skip Bins whilst in the hirer's possession, fair wear and tear excluded, and for any liability the proprietor incur as a result of the hirer not complying with these terms.
 12. From time to time the proprietor may need to change these terms, including adding new ones. If any changes the proprietor makes could have a detrimental impact on the hirer, the proprietor will give the hirer at least 28 days' notice of the change by emailing the hirer and publishing the change on the proprietors website. Continuing to use the proprietor's services after being notified in this way indicates the hirer accept the changes. If the hirer do not agree to the changes, the hirer have the right to terminate this agreement:
 - (a) The proprietor may change the proprietor's prices from time to time. When the proprietor increase the prices for the services the proprietor will give the hirer 28 days' notice by emailing the hirer and publishing the changed prices on the proprietor's website.
 - (b) The proprietor may change the proprietor's services from time to time. If the change is within the proprietor's control, the proprietor will provide the hirer 28 days' notice of such alterations by emailing the hirer and by publishing the change on the proprietor's website.
 13. The hirer authorise the proprietor to collect, keep and use personal information the hirer provides to the proprietor to process payment for services, or for any other purpose that the hirer authorise. The proprietor comply with the Privacy Act 2020, and the hirer has the right to access and correct any personal information the proprietor hold about the hirer (there may be a reasonable charge for this).