

Disclaimer

We may have attached and referred to third party information to this document. Under no circumstances will Troon Civil Limited - Waste be liable for any loss or damage resulting or in any way arising from reliance upon any information attached to this document.

Our friendly staff will answer any questions that you might have about hiring skips or bins for domestic or commercial use.

Terms & Conditions

In the Terms and Conditions detailed below; the words supplier and client will have the following definitive meaning:

Supplier: refers to Troon Civil Limited Waste as being the skip or bin hirer and service provider.

Client: refers to the person or company named on the delivery docket hiring the skip or bin. If the client comprises of more than one person, this definition will include each of them jointly and severally.

1. All skips and bins hired by the supplier to the client will remain the property of the supplier. The client will have no right to claim ownership over or title in the skip or bin or have any interest in any skip or bin outside of the hire contract.
2. It is the responsibility of the client to determine the suitability of the chosen area for delivery of the skip or bin: it must be suitable for the location of the skip or bin, have clear easy access for drop off and pick up, be clear of overhead power lines and cables and be able to bear the weight of the fully loaded skip or bin and the truck transporting the skip or bin. If the supplier's driver deems unsuitable alternate location should be arranged/ discussed.
3. The supplier will not be responsible for any damage to footpaths, roadways, driveways, grassed areas, trees, or garden beds caused by the skip or bin, the delivery truck or environmental damage caused by contamination from hazardous materials.
4. The client is solely responsible for the legality of the skip or bin being placed at the chosen area. This includes but is not limited to private property, government property, public places including reserves, driveways, laneways, and roadways. The skip or bin must not create a hazard for pedestrians or road users. It is the responsibility of the client to organise a Council permit when the skip or bin is to be placed on public or Council land.
5. On the pre-arranged day of collection, the supplier's truck will have direct un-obstructed access to the skip or bin. If access is blocked and the driver is unable to load the skip or bin onto the truck the supplier will be entitled to charge the client an additional charge which will be payable by the client to the supplier.
6. The supplier will be entitled to charge the client an additional charge when a skip or bin has been collected from the client's site and is found to be overweight, contain prohibited waste materials or any form of contamination from spillages of liquids or solids. These additional

charges will relate to additional costs of disposing of the overweight or prohibited waste materials, any form of contamination from spillages of liquids or solids and for any clean-up work or de-contamination required. Overweight loads will receive a weighbridge ticket verifying the weight.

7. Placement of any type of **asbestos materials** into the skip and bin is **strictly prohibited** – no exceptions. Clients wanting to dispose of other prohibited waste materials must notify the supplier of the exact details before hiring the skip or bin; advising of the type and amount of materials concerned. The details must also be clearly written on the delivery docket which must bear the authorising signature of the supplier.
8. It is the client's responsibility to keep the skip bin free from any form of contamination from spillages of liquids or solids.
9. The client will be responsible for the safekeeping of the skip or bin within the hire period. Any loss or damage beyond what can reasonably be considered as normal wear and tear will be paid for by the client to the supplier. The client will pay the supplier the current market value of the skip or bin at the time of the incident occurring. The client will not be liable for any damages caused by the supplier's employees or equipment.
10. The client confirms that the waste material collected by the supplier does not and will not contain any items defined as hazardous materials or contaminated materials on the Marlborough District Council web page, including: Batteries, White wear, gas bottles, tyres. A more detailed definition of hazardous materials or contamination can be found by reviewing the Marlborough District Council web page. Additional charges will be paid by the client to the supplier for the safe and legal disposal of items deemed by Blue Gums Landfill to be prohibited waste materials.
11. Without in any way limiting any other term of these terms and conditions, the client must not:
 - Make any modifications or alterations to the skip or bin.
 - Use the skip or bin for any purpose other than the collection and disposal of rubbish.
 - Place any form of prohibited waste materials in the skip or bin.
 - Place any form of compaction on the contents within the skip bin by the client. This includes heavy weights, hydraulic or mechanical equipment.
 - Overload the skip or bin, they must not have any waste material sticking out above to the top lip. This will ensure the safety of our staff as they will not have to climb all over the load to push down and they can roll the covers over with ease for safe loading onto the truck and will also avoid any materials falling off the truck when in transit.
 - Use the skip or bin to incinerate rubbish. Damage caused by fire will be paid for by the client to the supplier.
12. Under no circumstances will the supplier be liable for any loss or damage to the client or any other party resulting or in any way arising from the hire of the skip or bin.
13. By signing the hire contract the client hereby agrees to indemnify the supplier against all possible loss, damage, and claims (howsoever arising) relating to the hire of the skip and/or bin. This includes but is not limited to claims for loss of income, personal injury, environmental damage, or property damage.

14. Terms of trading will be one off cash payment within seven days from the date of invoice or alternatively account holders 20th of the month from the date of invoice. In the event that payments are outside the terms of trading (and no payment arrangements have been made by agreement) the supplier can at their discretion recover the skip or bin from the client's premises and charge interest at a rate of 5% per annum accruing daily of the outstanding amount of any invoice that is overdue by one month or more.
15. The supplier may at their discretion; notify the client of any additional charges relating to:
- All pricing
 - The disposal of hazardous, contaminated, or prohibited materials
 - Overloaded skip bin
 - Damaged skip bin or loss of skip bin
 - Cleaning of contaminated waste
16. In fairness to both parties (the client and the supplier) any changes that are made to the hire contract shall be agreed to in writing by both parties. These changes include but are not limited to:
- Size of the skip or bin
 - Type of skip or bin
 - Number of skips or bins
 - Frequency of skip or bin collection
 - Site location of skip or bin
 - Type of waste
 - Time and date of collection

BY SIGNING THIS DISCLAIMER, YOU AGREE TO THE TERMS AND CONDITIONS OF RENTAL STATED ABOVE.

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Client