

TERMS AND CONDITIONS

1. Interpretation

In this agreement:

'Owner' means Anywhere Skips and its substitutes, successors and permitted assigns;

'Renter' means any person who signs this agreement personally or by an agent;

'Rental period' means the period beginning on the date set out on the front of this form as the Commencement Date and ending on the date set out on the front of this form as the expiry date on which Anywhere Skip bin are to be collected by the owner or, if the Anywhere Skip bin are stolen or damaged beyond repair, the date on which the insurance company confirms that it will accept that the Anywhere Skip bin have been stolen or damaged beyond repair;

'Price list' means the owner's published price list which is current at the date this agreement is signed by the owner; and

'GST' has the same meaning as in the A New Tax System (Anywhere Skip bin and Services Tax) Act 1999 (Cth).

2. Rental of Anywhere Skip bin

The renter is entitled to use the Anywhere Skip bin for the rental period and for any agreed extension of the rental period. The renter agrees to make the Anywhere Skip bin available for collection by the owner at the end of the rental period.

3. Delivery and Collection of Anywhere Skip bin

At the commencement of the Rental period the owner will deliver to a position nominated by the renter the Anywhere Skip bin.

The renter agrees that the Anywhere Skip bin will not be moved, unless with the prior written consent of the owner, until collected by the owner.

The renter agrees that the lids of the Anywhere Skip bin will be closed and secured at the end of use.

4. Payment for rental

The renter agrees to pay to the owner the amount of the rental charge set out in the price list for the Anywhere Skip bin for the rental period, together with any applicable GST.

Full payment for rental is to be made upon delivery to the renter.

The renter also agrees to pay the other amounts set out on the front of this form calculated in accordance with the price list and any duties, fees, outgoings, penalties, fines, demands, charges or costs imposed by any authority on or in connection with this agreement or the renter's hiring of the Anywhere Skip bin.

A valid credit card will be requested from the renter when making a booking. Your card details will be held as security for the Anywhere Skip bin and for any damages payable under this Agreement. The renter authorises the owner to complete any documents necessary or desirable to enable the renter to make any payments payable under this Agreement through any credit card system. Your card details will be destroyed by the owner once all payments due under this Agreement have been made in full.

For renters without a credit card, photo identification will be requested and full cash payment of rental plus a bond for incidental charges will be required.

5. Renter's warranties

The renter warrants that:

- (a) the particulars on the front of this form are correct in every respect and are not misleading in anyway including, without limitation, by omission;
- (b) in selecting the Anywhere Skip bin the renter has not relied on the owner's skill and judgment or on any representations made by or on behalf of the owner and agrees that the Anywhere Skip bin comply with their description, are in merchantable condition and are fit for the renter's purpose.

6. Renter's obligations

The renter will:

- (a) keep the Anywhere Skip bin in first class condition and only use them as they would be used by a careful and prudent owner;
- (b) not use the Anywhere Skip bin for any illegal purpose;
- (c) report any damage to, or loss of, the Anywhere Skip bin to the owner immediately such damage or loss occurs;
- (d) report any need for repair or adjustment of the Anywhere Skip bin to the owner and shall not permit any person to undertake such repairs or adjustment without the prior written consent of the owner;
- (e) be liable for any breach of this agreement committed by the renter's servants or agents;
- (f) indemnify the owner for any loss (including legal costs) incurred by the renter in relation to any breach of this agreement and for any liability arising out of any such breach.

7. Authorised Use of Anywhere Skip bin

The renter acknowledges that the Anywhere Skip bin is made for general and green waste. Heavy waste such as concrete, dirt, bricks, rubble, rocks, sand and soil may be disposed of in the Anywhere Skip bin provided the Anywhere Skip bin is not loaded beyond capacity of 800kg.

The renter agrees that the following items are hazardous waste and will not be disposed of in the Anywhere Skip bin: radioactive waste, oil, oil filters, paint, batteries, gas bottles, acids, liquid and asbestos.

The renter acknowledges that the maximum loaded weight of the Anywhere Skip bin is 800kg. The renter agrees that it will not cause the Anywhere Skip bin to be loaded beyond capacity.

The renter agrees if the Anywhere Skip bin is loaded beyond capacity the renter will pay to the owner a charge of \$50.00 plus GST per hour to unload the excess capacity.

8. Repossession

The owner may retake possession of the Anywhere Skip bin if the renter breaches any provision of this agreement.

9. Exclusion of liability

In no event will the owner be liable (whether before or after the expiry or termination of this agreement) for any loss or damage which the renter suffers arising from, or caused or contributed to by, the renter's negligence or the negligence of the renter's servants or agents. Nor will the owner be liable for special, indirect or consequential loss or damage as a result of a breach by the owner of this agreement including, but not limited to, loss of profits or revenue, the costs arising from the loss of use of the Anywhere Skip bin and the costs of any substitute mobile skip bin which the renter acquires.

10. Title to Anywhere Skip bin

The renter acknowledges that the owner retains title to the Anywhere Skip bin and that the renter has rights to possess the Anywhere Skip bin as a mere bailee only. The renter does not have any right to pledge the owner's credit in connection with the Anywhere Skip bin and agrees not to do so. The renter also agrees not to agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let on hire or otherwise part with or attempt to part with the personal possession session of or otherwise deal with the Anywhere Skip bin and not to conceal or alter the Anywhere Skip bin or make any addition or alteration to, or repair of, the Anywhere Skip bin.

11. No waiver

Time is of the essence of this agreement, except that no delay by the owner in exercising any right or power will operate as a waiver of that right or power. Nor will any single or partial exercise of any right or power preclude any other or further exercise of that right or power.

12. Governing law

This agreement will be governed by the law of New South Wales.