

Terms and Conditions

These terms and conditions are legally binding under the Rental Agreement, including the disclaimer from all liability for damage and/or injury.

1. The following is a list detailing what is considered as a hazardous material and should not be disposed of in our mobile skips under any circumstances:

- Radioactive Waste
- Paint
- Batteries
- Tyres
- Mattresses
- Acids
- Medical Waste
- Liquids
- Asbestos *

*Asbestos: Asbestos is an extremely dangerous substance. Those who incorrectly dispose of asbestos may be criminally prosecuted. The Hirer will be held liable for any asbestos that is found in the skip, and the Hirer is responsible for covering any costs associated with proper disposal of the asbestos.

2. Skips from Sydney Mobile Skips are designed for light materials. No more than a 1-2 heavy wheel barrow loads of heavy materials may be placed in the skip. These materials include:

- Sand
- Rocks
- Soil
- Dirt
- Bricks
- Tiles
- Concrete

3. The 3m3 skip must not be filled above a weight of 400kg, while the 4m3 skip must not be filled above a weight of 500kg. Loads over these limits may violate regulations and lead to additional fees. The skip may be weighed once it is returned to Sydney Mobile Skips, and the Hirer is liable for any Infringement Penalties incurred while in possession of the skip.

4. The Hirer holds liability for any fines incurred while the Hirer is in possession of the skip. This includes but is not limited to illegal parking, failing to secure the load or overloading the skip.

5. In the event of the skip being involved in an accident, the Hirer must notify Sydney Mobile Skips as soon as possible.

6. The Hirer must supply a valid driver's license and credit card (or one other form of identification) at the commencement of the Rental Agreement. The Hirer agrees to these being photocopied and retained by Sydney Mobile Skips.

7. The Hirer must ensure the skip is only towed by a vehicle if the weight is within the vehicle's appropriate towing capacity. Refer to your vehicle's Owners' Manual for towing capacity.

8. Full payment for skip hire is required at the point of delivery of the skip.

9. The Hirer agrees that the deposit may be retained by Sydney Mobile Skips to meet administrative costs if the Hirer does not return the skip at the end of the agreed hire period or wishes to extend the hire period. The Hirer also agrees that Sydney Mobile Skips can retain the deposit if the skip is returned with damage or missing parts. The Hirer will be held liable for the cost of any repairs or replacement parts as identified by Sydney Mobile Skips.

10. The Hirer must make sure the tow vehicle is fitted with a proper towing bracket, wiring for lights, safety chains and towing bracket.

11. The Hirer must ensure the skip is not used for:

- hire
- any illegal purposes
- or otherwise without prior consent will not lend, sell or otherwise part with the mobile skip trailer from their control.

12. The Hirer acknowledges that the skip is the property of Sydney Mobile Skips. The Hirer acknowledges that they have no right, title or interest in the skip at any time, other than that it is hired by the Hirer.

13. The Hirer must have the skip ready for retrieval on the date that is agreed as the end of the hire period as per the Rental Agreement.

Sydney Mobile Skips reserves the right to extend the hire period by a maximum of 48 hours at their discretion. The Hirer must request an extension by telephone before the end of the existing hire period.

The stipulated daily hire rate will be charged if the Hirer does not have the skip ready for retrieval at the end of the agreed hire period.

14. Sydney Mobile Skips reserves the right to NOT refund any monies if the Hirer chooses to have the skip picked up prior to the end of the hire period. This is at the complete discretion of Sydney Mobile Skips. If a refund is approved, Sydney Mobile Skips is able to refund the Hirer through the same facility through which payment was made.

15. Sydney Mobile Skips values the replacement of a mobile skip at \$6,000+ GST. The Hirer agrees to this value upon entering a Rental Agreement.

16. Once the Hirer makes payment for the skip, the Rental Agreement commences and the skip leaves the physical possession of Sydney Mobile Skips, all the risks stipulated in the terms and

conditions are passed onto the Hirer. The Hirer indemnifies Sydney Mobile Skips and will keep all employees indemnified with regards to:

(a) damage or loss of any kind (including legal costs on a solicitor and own client basis) from any act, omission, or breach of this agreement or any law or regulation by the Hirer, its officers, or employees or any person permitted by the Hirer to use the mobile skip trailer,

(b) any claims by any person for injury to property or person, including consequential loss, arising from the use of the mobile skip.

16. Sydney Mobile Skips will not be held liable for any injuries suffered by the Hirer, their agents or any third parties as a result of using the skip during the Rental Agreement.

17. Sydney Mobile Skips will not be held liable for any consequential losses arising out of the use of or inability to use the mobile skip.

18. The Hirer is liable if the mobile skip is damaged, stolen or involved in any accident during the Rental Agreement, regardless of whether the mobile skip is attached or detached from any vehicle. The Hirer is responsible for any items carried or stored within the mobile skip along with any injury sustained by the Hirer or any third party.

19. The Hirer agrees to pay Sydney Mobile Skips for the full value of the mobile skip in the event of the skip being damaged, stolen, lost, confiscated, impounded or destroyed. This amount is payable at the conclusion of the hire period. Sydney Mobile Skips reserves the right to charge a daily fee until the Hirer pays such monies in full.

20. The Hirer agrees to pay Sydney Mobile Skips in full to cover any costs associated with repairs or replacement parts in the event of the mobile skip being stolen or damaged during the period of the Rental Agreement. Such parts and/or repairs will be supplied/undertaken by an authorised Sydney Mobile Skips agent and charged accordingly.

21. The Hirer agrees to immediately inform Sydney Mobile Skips of any required repairs, replacements or adjustments and will not authorise any third party to carry out such repairs, replacements or adjustments without the prior consent of Sydney Mobile Skips. The Hirer uses the mobile skip at his or her own risk, and the manufacturer's stated tolerances must not be exceeded.

22. It is the Hirer's responsibility to inspect the mobile skip at the commencement of the Rental Agreement and agrees that the trailer is received in good working condition. The Hirer agrees that the mobile skip will be returned in the same condition with ordinary wear and tear taken into account.

23. In the event of the mobile skip not being returned to Sydney Mobile skips at the end of the hire period, the Hirer agrees that Sydney Mobile Skips may pass on copies of the supplied documentation of identification to the police to assist with their investigations.

Sydney Mobile Skips will report a mobile skip as stolen if it is not returned at the end of the agreed hire period. The Hirer will be deemed to be in unlawful possession of the mobile skip any time after the end of the hire period as stipulated in the signed Rental Agreement.

24. The Hirer agrees to pay any court costs and solicitor fees on behalf of Sydney Mobile Skips if any legal action is required to recover the mobile skip, recover the value of a lost or stolen skip, or recover the cost of repairs or replacement parts for the skip due to the Hirer not complying with the terms and conditions of hire.

25. The Hirer agrees that the load placed in the mobile skip will be fully and properly secured by closing and securing lids during transportation and periods when the skip is not in use. Failing to secure the mobile skip, loading it over the rim or exceeding the load limit can lead to fines from relevant authorities. Any such fines incurred are the Hirer's full responsibility on a solicitor and own client basis.

26. Any overdue payments will be charged interest at a rate of 18% per annum.

27. Sydney Mobile Skips is entitled to serve notices on the address specified on the front of the agreement.