

## Terms & Conditions – Skip Hire:

### General conditions:

1. Waste definitions:
  - a. Construction and Demolition Waste (C&D, C&D Waste) is any waste relating to the construction or demolition of a building, facility or otherwise.
  - b. General waste are items that are not within the definition of C&D waste, not recyclable or hazardous (i.e., cups, pens, pencils, napkins, disposable utensils, straws, food waste, plastic bags, packaging and wrappers).
2. Hire Period: Unless otherwise agreed by LOFTS, bins can remain on site for a maximum 7 days. Bins may be picked up on-site after 7 days at LOFTS' discretion. Charges will apply for bins that are required to remain on-site for a period longer than 7 days.
3. Site Use: Bins are not to be moved or relocated on site following delivery by LOFTS without the express written permission of LOFTS. Under no circumstances are non craneable bins to be moved by crane or other unapproved methods.
4. Bin Tarps: Tarps can be purchased and are available on request.
5. Prohibited Items: **Asbestos, batteries, chemical waste, contaminated waste, crystalline silica (silica or concrete dust), EPS panels, fibro, fire extinguishers, food or putrescible waste, food packaging, gas bottles, glass, liquids including paints and oils, medical waste, noxious weeds, oil heaters, old insulation, polystyrene, resin, soil, stumps and trunks and synthetic turf are not acceptable and if found will incur an extra charge.**  
Any bins returned with asbestos will be charged an additional rate of \$400/tonne and a re-load & handling fee of \$1000 per bin. Please note, regardless of the amount of asbestos in the bin, the whole load is deemed as contaminated in line with the Environment Protection Act 1970, its associated regulations and EPA waste classification in Victoria.
6. Additional charges apply for:
  - a. Waiting Time: Waiting time charges will if driver exceeds 30 minutes waiting on customer's site – \$37.50 for every 15 minutes.
  - b. Overloaded Bins: If bins are loaded above water-level an overloading fee of \$120.00 will apply.
  - c. Overweight Bins: Bins filled in excess of the Safe Working Load (SWL) will incur an extra fee of \$250.00 per tonne.
  - d. Bin movements/relocations/cancellations incur an additional charge of \$150.00.
  - e. Loads containing: Carpet and underlay, excavator tracks, mattresses and bed bases and tyres.
  - f. Attending site where access is not provided to bins.
  - g. Damage caused to bins during hiring period (e.g. tailgate doors).
  - h. Extended bin hire (more than 7 days).
  - i. Recycled loads contaminated with rubbish.
7. Permits:
  - a. **Private Land** - Where the bin is to be placed on your own private land you are not required to obtain a permit.
  - b. **Public Land** - Where the bin is to be placed on a communal or public site, such as but not limited to road, nature strip, laneway or any other location which in the circumstances requires Council's approval, a skip bin permit will be required from the relevant council. You will be charged an additional fee for the skip bin permit. The permit fee and the permit processing times will vary between each Council. LOFTS will arrange this and charge you an additional fee for obtaining the necessary permits and approvals. You authorise LOFTS to obtain and automatically extend the validity of each permit until the subject bin is removed from council property.
  - c. **Construction Permits** - Please note that permits such as but not limited to 'builder permits', 'work zone permits', 'construction permits', 'road closure permits', do not exempt the requirement for a skip bin permit to be obtained on all occasions. You are solely responsible for supplying LOFTS with a copy of any of the above-mentioned permit certificates in writing prior to delivery by LOFTS or a permit fee may apply. You will receive a written response back confirming the permit certificate supplied has been accepted. Where the necessary permits and approvals are not obtained or accepted, an additional fee will apply to ensure compliance.
8. Unexpected finds: Once the material has been received and a weighbridge docket has been signed by a driver/company representative, the material type on your docket will be invoiced. Any discrepancy must be dealt with on the spot when the load can be clearly seen.
9. Recycling Reports: Recycling reports are available upon request or as otherwise agreed and will be issued monthly.
10. General Terms:
  - a. With respect to bin weights and community and driver safety, all relevant RMS and industry guidelines, Section C of the NTC Load restraint Guide 2004, and the Occupational Health & Safety Act 2004 are recognised by LOFTS. Accordingly, specified weight limits for all bins need to be adhered to. Drivers have the discretion and right to refuse to load any bin they consider to be unsafe or overloaded in line with legislation, RMS/VicRoads and industry, or LOFTS company policy.
  - b. Chain of Responsibility obligations apply to the customer as a loader or consignor of skip bins. It is illegal to transport overloaded &/or overweight bins. The customer is liable to pay any extra costs incurred by the owner, as a result of overloading, incorrect loading or load contamination by the customer, his agent or other person(s) whilst the bin is on the customer's premises or under their control.
  - c. The customer is responsible for any costs incurred due to Asbestos or other contaminants being placed in a bin without authorization.

### Pricing Conditions:

1. All prices are GST exclusive.
2. Prices are subject to increases in state waste levies, landfill costs, Government Impost and EPA Levies.
3. This quote is valid for 30 days from the date offered.

### Standard Terms and Conditions

1. LOFTS standard terms & conditions apply and may be viewed at this link: <https://lofts.au/terms-and-conditions-sale/>