

The following terms and conditions shall be considered an essential part of a hire agreement between TowBin (the Owner) and the hirer (the Hirer) whose particulars are entered in the online skip booking form (hereinafter "the Hire Form") hosted at <https://www.towbin.co.nz>.

Details of hire

1. The owner agrees to let to the Hirer:
 - a. the hired equipment (the Skip) described in the Hire Form, for;
 - b. the waste disposal purpose selected in the Hire Form, and;
 - c. for the period selected in the Hire Form.

Payments by hirer

2. The Hirer shall pay to the Owner the amount specified in the Hire Form.
3. The Hirer shall pay those additional costs and charges arising from a breach of the waste exclusions listed in clause 7 of these terms.

Owner's obligations

4. The Owner shall provide the Skip in a safe and serviceable condition.
5. The Owner shall deliver the Skip to the Service Address provided on the Hire Form.
6. At the end of the hire period, the Owner will collect the Skip from the Service Address provided on the Hire Form.
7. Subject to the exclusions set out below, the Owner shall be responsible for the disposal of waste loaded into the Skip;

Exclusions –

- a. the waste exceeds :
 - 500kg net for a 3m³ Skip;
 - 1000kg net for a 6m³ Skip;
 - 1500kg net for a 9m³ Skip;
- b. the Skip lids are restricted from closing normally (3m³ Skips); or the Skip is filled above the rim (6m³, 9m³ Skips);
- c. the waste contains concrete, soil, rock, brick, or other hardfill materials;
- d. the waste contains asbestos;
- e. the waste contains hazardous materials including but not limited to plant and pest sprays, waste oil, LPG bottles, chemicals, wet paints and wood stains, vehicle batteries, or fridges/freezers;
- f. the waste contains vehicle tyres (excluding bicycle and wheelbarrow tyres etc);

- g. the Skip was hired to dispose of green waste and the waste contains any general waste;

Repairs and accidents

- 8. If the Skip becomes damaged or requires repair or salvage, whether because of an accident or breakage, the Hirer shall advise the Owner of the full circumstances by email or telephone as soon as practicable.
- 9. The Hirer shall not arrange or undertake any repairs or salvage without the authority of the Owner except to the extent that the repairs or salvage are necessary to prevent further damage to the Skip or to other property.

Availability for collection at end of hire

- 10. At conclusion of the hire period the Hirer will ensure:
 - a. any gates restricting access to the Skip are open or unlocked;
 - b. the Skip lids are closed (3m³ skips);
 - c. all waste is below the rim of the Skip (6m³, 9m³ skips).

Immediate return of hired equipment where default or damage

- 11. The Owner shall have the right to terminate the hiring and take immediate possession of the Skip if the Hirer fails to comply with any of the terms of this agreement, or if the Skip is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the Owner and the rights of the Hirer under this agreement or otherwise.