

2.5 Central Skips shall be entitled to list Your payment default/s with the Credit Reference Association of Australia or other relevant credit reference organisations, which You acknowledge may affect Your credit rating.

3 GST

All Fees and Additional Fees referred to in the Accepted Quote are inclusive of GST however Central Skips may recover from You any duties, taxes or similar imposts (including GST) which may be imposed on or in relation to or otherwise in connection with the Skip Services, to the extent they may apply to the Fees, Additional Fees or the Skip Services.

4 Payment Gateway

4.1 Central Skips will charge Your Credit Card for the Fees and any Additional Fees through the Eway payment gateway.

4.2 Central Skips will use all reasonable endeavours to protect the details of Your Credit Card however it does not accept liability for any loss that may be suffered by You in relation to the charging of Your Credit Card.

4.3 You can review the terms and conditions of the payment gateway provider at www.eway.com.au.

5 Cancellation or Variation

5.1 By notice received by Central Skips not less than 48 hours prior to the Skip delivery date specified in the Accepted Quote, You may cancel the Skip Service on the strict condition that Central Skips may charge You a cancellation Fee of up to 15% of the Fee accepted by You in the Accepted Quote.

5.2 By notice received by Central Skips not less than 48 hours prior to the Skip delivery date specified in the Accepted Quote You may request a variation of the Skip Service which may at Central Skips' sole discretion be refused or granted subject to payment of any Additional Fees and reasonable costs as Central Skips in its discretion may determine.

6 Use of Skip

6.1 While the Skip is in Your possession or control, You must not without Central Skips' express prior written consent:

- (a) light fires or burn or allow fires or the burning of Waste in the Skip;
- (b) place or allow to be placed in the Skip or included in the Waste any liquids or any explosive, toxic, dangerous, hazardous, noxious materials or any other environmentally unfriendly substance including but not limited to asbestos, acids, solvents, minerals, greases or liquid concrete;
- (c) fill or allow any Skip to be filled higher than the top of its sides or in such a manner that may result in spillage of Waste from the Skip either while stationary or in transit; or
- (d) use or move or allow any Skip to be used or moved to any other location in contravention of this Agreement or any Law involving a penalty, or for

any illegal purpose whatsoever or for any purposes not expressly agreed or reasonably anticipated by the Accepted Quote or the terms of this Agreement.

- 6.2 You agree to:
- (a) make the Skip(s) available for Collection on the Collection date noted in the Accepted Quote (or any agreed extension of the Collection date) in the same condition in which You received it;
 - (b) give Central Skips not less than three (3) business days' notice of any extension of Collection date;
 - (c) Central Skips retaking possession of the Skip(s) immediately without prior notice to You if it is illegally parked or if, in Central Skips' opinion it is being used, or has been used, in contravention of any Law or any term of this Agreement or it has apparently been abandoned.
 - (d) allow any Skip(s) in breach of clause 6.1 to remain at the specified delivery address, until all issues have been resolved, including financial compensation if applicable.
- 6.3 You will be responsible for the Skip and the hire Fees will continue until Central Skips makes its final inspection following Collection.

7 Rights on non-delivery

- 7.1 Other than as specified in this Agreement and clause 18, if Central Skips does not deliver the Skip on the date specified in the Accepted Quote, Central Skips will provide those Skip Services to You at a the same rate as that of the original quote should you still require the Skip Service. Should you prefer not to receive the Skip, Central Skips will refund the Fees that you have paid.
- 7.2 Notwithstanding clause 7.1 or any other clause in this Agreement, Central Skips may charge You any Additional Fees relating to or payable for the Skip Services.

8 Warranties

- 8.1 Central Skips warrants the Skip Services will be provided to You with due care and skill in a competent and workmanlike manner and according to generally applicable industry standards.
- 8.2 To the extent permitted by Law, all other expressed or implied warranties, representations, terms and conditions other than those expressly contained in this Customer Agreement are expressly excluded from this Agreement.

9 Central Skips' Indemnities

- 9.1 Central Skips will indemnify You against all Claims in relation to personal injury (including sickness and death) to the extent they result from the negligent or wilful acts of Central Skips.
- 9.2 The indemnities and remedies in this clause will be your exclusive remedy against Central Skips for infringement of this Agreement.

10 Your Indemnities

- 10.1 You acknowledge and warrant that You have not relied on any representation including any description, illustration or specification contained in any document including the Website which has not been expressly stated in the Accepted Quote or this Agreement.
- 10.2 You acknowledge that to the extent Central Skips has made any representation not expressly stated in this Agreement, you have been provided with the opportunity to independently verify the accuracy of that representation.
- 10.3 You will indemnify Central Skips and its Associates against any Claim resulting from or relating to:
- (a) the provision of Skip Services or Your use of a Skip except to the extent the Claim results from or relates to any breach of this Agreement or any negligence or wilful act by Central Skips;
 - (b) any personal injuries (including sickness and death) to the extent they result from any negligent or wilful acts on Your part;
 - (c) any misuse of or modification or damage to the Skip(s);
 - (d) any incorrect classification or contamination of Waste; or

11 Limitation on Liability

- 11.1 Despite any other provision herein, Central Skips' total liability to You or any third party concerning any Claims made by You or any third party (including Claims in negligence) relating to the performance or non-performance of the Skip Services or this Agreement, will not exceed the Fees actually paid by You to Central Skips under the relevant Accepted Quote.
- 11.2 Central Skips will not be liable for any loss of profit, savings or revenue or interest or any other consequential, indirect, incidental, special or punitive loss, damage or expenses even if Central Skips has been advised of their possible existence and even if such loss, damage or expense is caused by the negligence of Central Skips or its Associates.
- 11.3 Nothing in this Agreement will operate to exclude, restrict or modify the application of any provision of the *Trade Practices Act 1974* or any equivalent State or Territory legislation, the exercise of a right conferred by such a provision, or any liability of Central Skips for a breach of a condition or warranty implied by such a provision, where it is unlawful to do so.
- 11.4 Where Law implies a condition or warranty to an Accepted Quote, which has not or cannot be excluded, Central Skips' liability for the breach of that condition or warranty is limited, at Central Skips' entire discretion to:
- (a) supplying the Skip Services again; or
 - (b) payment of the cost of having the Skip Services supplied again.

12 Risk and Title

- 12.1 You will be liable to Central Skips for any damage to the Skip(s) which occur(s) while the Skip(s) is/are in Your possession, subject to fair wear and tear.
- 12.2 For the avoidance of doubt, at no point in time will title in the Skip(s) transfer to You and You are expressly prohibited from charging or otherwise encumbering the Skip(s).

13 Dispute Resolution

- 13.1 **Disputes:** A Party must not commence any court or arbitration proceedings relating to a Dispute unless it complies with this clause except where a Party seeks urgent interlocutory relief.
- 13.2 **Notice of Dispute:** A Party claiming that a Dispute has arisen under or in relation to a Quote must give written notice to the other Parties specifying the nature of the Dispute (**Notice**).
- 13.3 **Resolution:** On receipt of that Notice by the other Party, the Parties must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or other techniques agreed by them.
- 13.4 **Mediation:** If the Parties do not agree within seven days of receipt of the Notice (or any further period agreed by them) as to:
- (a) the dispute resolution technique and the procedures to be adopted;
 - (b) the timetable for all steps in those procedures; and
 - (c) the selection and compensation of the independent person required for such technique,

then the Parties must mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales. The Parties must request the President of the Law Society of New South Wales or the President's nominee to select the Mediator and determine the Mediator's remuneration.

14 Termination

- 14.1 Without limiting the generality of any other clause in this Agreement, a Party (the **Terminating Party**) may terminate an Accepted Quote or this Agreement immediately by notice in writing if:
- (a) the other Party is in breach of any term of this Agreement and the breach is not remedied within [7] days of notice by the Terminating Party to rectify that breach;
 - (b) the other Party commits an Act of Insolvency; or
 - (c) the other Party ceases or threatens to cease conducting its business in the normal manner.
- 14.2 In the event of such termination under clause 14.1, You must pay Central Skips for all Fees incurred prior to the effective date of termination.

15 Linking

The Website may include links to third party materials (**Linked Sites**). You acknowledge any Linked Site is only made available as a convenience and does not imply Central Skips' endorsement of the site or any association with its operators and Central Skips will not be responsible for the contents of any Linked Site or liable for any direct or indirect loss or damage suffered by You from accessing, using, relying on or trading with third parties via any Linked Sites.

16 Advertisers

Any dealing You have with any advertiser appearing on the Website is solely between You and that advertiser or other third parties. Central Skips is not responsible or liable for and You release Central Skips from any Claim arising from or relating to any dealings you may have with such advertiser.

17 Privacy

Any details You provide Central Skips will be handled in accordance with Central Skips' privacy policy.

18 Force Majeure

18.1 If, by any reason of fact, circumstance matter or thing beyond the reasonable control of Central Skips, Central Skips is unable to perform, in whole or in part, any of the Skip Services or any other obligation under this Agreement or the Accepted Quote, Central Skips will be relieved of its obligations to the extent and for the period that it is unable to so perform, and will not be liable to You in respect of any such inability in any way whatsoever.

18.2 If a delay or failure by Central Skips to performance obligations due to its rights under clause 18.1 exceeds [60] days, either Party may immediately terminate the Accepted Quote and this Agreement by giving notice in writing of that termination to the other Party.

18.3 In the event of such termination under clause 18.2, You must pay Central Skips for all Fees and charges incurred prior to the effective date of termination.

19 Changes to Customer Service Agreement

Central Skips may alter this Agreement at any time by placing on the Website notification that the Agreement has been revised. You agree to regularly access the Website and by doing so agree to be bound by the amended terms of this Agreement.

20 Severability

Any provision in, or the application of any provision in this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of any other clause in this Agreement or the validity, legality or enforceability of this Agreement in any other jurisdiction.

21 Waiver

The failure, delay or omission by Central Skips to exercise a power or right conferred on it by this Agreement will not operate as a waiver of that power or right, and any single exercise of a power or right will not preclude another exercise of that power, or the exercise of another power or right under this Agreement.

22 Notice

22.1 A notice, request consent or other communications (**Communication**) to be given by a Party under this Customer Service Agreement must be in writing and addressed in accordance with the particulars for that party as set out in the Accepted Quote.

22.2 A Communication must be delivered by hand or prepaid post or sent by facsimile or email. A Communication will be deemed to have been received:

- (a) if hand delivered, on the next following business day;
- (b) if posted, on the second business day after posting; and
- (c) if sent by facsimile or email on the date of any receipt acknowledged by fax or email or the next following business day unless the receiving Party has requested re-transmission before the end of that business day.

23 Survival

Clauses 5,10,11,12 survive termination of this Agreement.

24 Governing Law

This Customer Service Agreement is governed by and construed in accordance with the Law for the time being in force in New South Wales and the Parties, by entering into this agreement, agree to submit to the non-exclusive jurisdiction of the Courts of that State.

25 Dictionary

Accepted Quote means the Central Skips Quote you have requested and have accepted via the Website detailing the Skip Services and Fees.

Act of Insolvency means a Party becoming subject to external administration within the meaning of Chapter 5 of the Corporations Act 2001.

Additional Fees means any additional Fees charged or chargeable to You because:

- (a) the type of Waste collected is of a different classification to the type of Waste stated in the Accepted Quote or the Waste is contaminated
- (b) the relevant collection date specified in the Accepted Quote is extended by You;
- (c) Skip Collection and Waste disposal costs including excess disposal fees charged by the nearest facility capable of accepting any type of Waste You have disposed of not specified in the Accepted Quote including any council or other government authority fees; or

- (d) of any other fees (including Cancellation Fees) or expenses or charges incurred by Central Skips in Collecting or disposing of the Skip(s) or Waste due to Your failure to comply with this Agreement.

Associates means a Party's officers, employees, servants, agents, contractors, subcontractors or consultants.

Agreement means the terms and conditions set out in the Accepted Quote or this document.

Claim means any claim, demand, action, proceedings, judgment or other award for Damages brought or made or recovered (whether or not presently ascertained immediate future or contingent) by any party including claims for or arising from wilful or tortious acts or omissions or under Law.

Collection means the Central Skips' collection of a Skip.

Credit Card means the credit card the details of which were entered by You at the time of and as part of the Accepted Quote.

Dispute means a dispute initiated by either Central Skips or You under clause 13.

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

Fees means the fees properly payable to the Provider for provision of Skip Services according to the terms of an Accepted Quote and relevant Skip Services Agreement including:

- (a) Skip delivery costs;
- (b) Skip rental costs relating to the period specified in the Accepted Quote;
- (c) Collection and disposal costs including Authority fees; and (d) any

Additional Fees.

GST means any Goods and Services Tax payable pursuant to the A New Tax System (Goods and Services Tax) Act 1999 or any related Law by a party as a supplier of goods or services.

Law includes any requirement of any statute, regulation, proclamation, ordinance, bylaw or common law, present or future and whether state, federal or otherwise.

Party means You and Central Skips.

Quote means the quote for the Skip Services generated by the Website at Your request.

Central Skips means Central Waste Station Pty Limited (A.C.N. 44 604 989 433).

Skip means a Waste container provided by Central Skips to You forming part of the Skip Services.

Skip Services means the services requested by You and referred to in the Accepted Quote including the delivery and hire of the Skip, the Collection of the Skip and disposal of Waste contained in the Skip.

Waste means the waste, rubbish and other refuse deposited by or for You in the Skip(s) as part of a Skip Service.

Website means the website known as www.centralskips.com.au

You means the person or entity submitting the request for Skip Services via the Website.