

1. DEFINITIONS

“We”, “us”, “our” means Redcliffe Waste Pty Ltd T/A Redcliffe Skips. “You”, “your”, “Customer” means the person or entity placing an order for skip bin services. “Bin” means any skip bin or container supplied by us. “SWL” means Safe Working Load. “Regulated waste” has the meaning given in Queensland legislation.

2. PROPOSAL & QUOTATION VALIDITY

Our proposals and quotations remain valid for 30 days from the date of issue, unless otherwise stated. All prices are GST inclusive and subject to any government or EPA levy changes.

3. BIN HIRE FEES & CONDITIONS

Bin Damage: Extra charges will apply if the bin is damaged (e.g. broken wheels, tailgates, hook blocks).

Overloading or Incorrect use: Any costs incurred by Redcliffe Skips arising from overloading, contamination, or incorrect use of the bin will be charged to the client.

Waste Contamination: If the bin contains non-recyclable, misclassified or prohibited waste (see Sections 4 & 5), whether disclosed or not, additional charges, including fines, may apply.

Hire Period: Unless otherwise agreed, bins can remain on-site for up to 7 days. After this period, Redcliffe Skips reserves the right to collect the bin at its discretion. For extended hire, please contact us at 0411 704 978 to discuss further charges.

Bin Requirements:

- Do not overfill the bin above the rim.
- Do not exceed the bin's Safe Working Load (SWL).
 - 5t weight limit on 6m³ and smaller bins
 - 8t weight limit on 10m³ and larger bins
 - For heavier waste types (concrete, soil, etc) there is a **75% maximum fill capacity**
- Only place acceptable waste as specified in Sections 4 and 5.
- Bins must be placed on a stable, accessible surface suitable for safe delivery and pickup.
- Bins must not be moved or relocated without prior written approval from Redcliffe Skips.

Ownership & Control:

- All bins remain the property of Redcliffe Skips.
- The client assumes full responsibility for the bin while it is on their premises or under their control, including any damage, loss, or misuse.

4. WASTE CATEGORIES

a) Prohibited Items

The following items must not be placed in any bin supplied by Redcliffe Skips. If they are found, additional charges or penalties may apply, including reloading fees, per-tonne fines or facility-imposed charges:

- Reportable or regulated waste (eg. asbestos, silica dust, contaminated soil)
- Dangerous goods such as gas cylinders, fire extinguishers, lithium-ion batteries, chemicals
- Liquids of any kind (paints, oils, fuels, water/slop/slurry)
- Medical, clinical, or biological waste

b) Non-Recyclable Items

Items that cannot be recycled and may incur additional disposal fees:

- Rubber (e.g., tyres, excavator tracks)
- Mattresses
- Carpet >10m²
- Synthetic grass or astro turf
- Polystyrene or foam (including packaging)
- Green waste or noxious weeds
- Food waste, liquids, or other putrescible waste

c) General Waste

Includes mixed, non-hazardous materials such as:

- Construction and demolition debris
- Furniture and household items
- Appliances
- Plastics and metals not listed above
- Other non-recyclable, non-regulated waste

5. SILICA DUST & EPA-REGULATED MATERIALS

Materials such as silica dust or other regulated waste must be handled and disposed of in compliance with the **Environment Protection Act 1994 (QLD)** and **Waste Reduction & Recycling Act 2011 (QLD)**. This includes: using correct PPE, licensed transport/drivers, disposal at approved facilities, and providing classification certificates where required.

6. WASTE DEFINITIONS

- **Construction & Demolition Waste (C&D):** Waste generated from construction, renovation, or demolition activities.
- **General Waste:** Non-hazardous, non-recyclable waste such as miscellaneous packaging, plastics, general household or office rubbish.

7. RECYCLING REPORTS

- Recycling reports can be provided upon request or as otherwise agreed and are typically issued monthly. Recycling reports are based on third-party facility data and are provided for information purposes only.

8. RECYCLING CENTRES & WASTE CLASSIFICATION

- Materials such as GSW (General Solid Waste), VENM (Virgin Excavated Natural Material), and ENM (Engineered Natural Material) will only be accepted with a valid characterisation report.
- Once waste is received and a weighbridge docket issued and signed, the recorded waste type and weight will be deemed final and invoiced accordingly.
- Any discrepancies must be raised at the time of delivery while on-site.

9. LEGAL & COMPLIANCE OBLIGATIONS

- The **Heavy Vehicle National Law (QLD)** prohibits transport of overloaded or unsafe bins.
- The **Work Health & Safety Act 2011 (QLD)** applies to all site activities involving bins, lifting, and waste handling.
- The **Environment Protection Act 1994 (QLD)** and **Waste Reduction & Recycling Act 2011 (QLD)** govern disposal and reporting of regulated waste.
- Dangerous Goods must comply with the **Australian Dangerous Goods (ADG) Code**.
- The **National Transport Commission Load Restraint Guide (2018)** applies to all transport operations.
- Drivers have the right to refuse pickup or transport of any bin they consider unsafe, overweight, or improperly loaded. Such refusal does not constitute a breach of contract by Redcliffe Skips.
- The client is responsible for ensuring safe access and placement areas. Redcliffe Skips is not liable for damage to driveways, lawns, or structures if the bin is placed under the customer's instruction.
- Customers are responsible for ensuring they have the necessary permission to place a skip bin in any public area. No permit is required when the bin is placed on private property; however, most Queensland councils require a permit for skip bins placed on public land such as roads, verges, or footpaths. Customers must check with their local council before arranging placement on public land. The customer is responsible for obtaining any required permits.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Redcliffe Skips' liability for any loss, damage, delay, or claim arising from the supply of bins or services is limited to the re-supply of the services or the cost of re-supply. Redcliffe Skips is not liable for any indirect or consequential loss, including loss of profit or business interruption.

11. INDEMNITY

The client indemnifies Redcliffe Skips, its employees, and contractors against any claims, losses, or damages (including third-party claims) arising from placement, use, or handling of bins while under the client's control.

12. ADDITIONAL CHARGES & WAITING TIMES

Additional fees may apply for:

- Damage to bins while on site
- Inclusion of prohibited or non-recyclable waste
- Extended bin hire (beyond the standard period)
- \$150 fee will apply for turn away fee will apply for reasons such as;
 - Missed collections due to lack of access
 - Overfilled or overweight bins
 - Turning driver away when they arrive to collect the bin
 - Last minute extension requests
 - Contaminated bins
- If a driver is delayed on-site for more than 30 minutes, a waiting fee of \$150/30min will apply.

13. HOURS OF OPERATION

- **Office Hours:** Monday to Friday, 7:00 am – 4:00 pm
- **Skip Bin Service:** Monday to Friday, 7:00 am – 4:00 pm
- After-hours services may be arranged on request and may incur additional charges.

14. BOOKINGS & PAYMENT TERMS

- **Bookings:** Call 0411 704 978 during business hours. For AM deliveries, bookings should be made by 1:00 pm the day before. Our booking request form is also available on our website.
- **Payment Terms:** Full payment of the service must be made prior to delivery. Approved customers may apply for an account facility.
- **Late Payment:** Late or non-payment may be pursued under the Building Industry Fairness (Security of Payment) Act 2017 (QLD).

- Payment details may be kept on file & be charged for any post-collection fees such as prohibited items or damages incurred in accordance with these Terms & Conditions.
- Payment of the invoice confirms acceptance of these Terms & Conditions.

15. DATA COLLECTION & PRIVACY POLICY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

- **Information We Collect:** Personal details (name, address, phone, email), payment/billing details, service and booking details (dates, address, bin types).
- **How We Use Your Data:** To manage bookings, process payments, send invoices, communicate updates, and meet obligations under QLD waste & safety legislation.
- **Data Security:** Information is stored securely and access is restricted to authorised personnel. Customer data is not sold, rented, or traded to third parties.
- **Disclosure:** Information may be shared with government or regulatory authorities when required by law (e.g., EPA), and with contractors or service partners for operational purposes only.
- **Your Rights:** You may request access to or correction of your personal data by contacting 0411 704 978 or hello@redcliffeskip's.com.au

16. GOVERNING LAW

These Terms & Conditions are governed by the laws of Queensland, Australia. Any disputes will be resolved in the appropriate courts of Queensland.

Nothing in these Terms & Conditions excludes, restricts, or modifies any consumer guarantees under the Australian Consumer Law that cannot be excluded by law.