

# **Instant Waste Management**

## **Online Booking System**

### **Terms of Service**

#### **1. Submitting Orders**

Submitting an order to through the online booking system constitutes a formal request to Instant Waste Management to provide a waste service.

On receipt of confirmation of the order your organisation will be taken to have authorised the service requested.

It is strongly recommended that you check the service details requested and make any changes prior to confirming the service. Should you identify any errors in your booking after it has been confirmed, you should immediately make the necessary changes by re-entering the service requirement through the website portal.

Instant Waste Management is not liable for any errors made by you in entering information via the online booking system.

If it is not possible for you to make or amend an online booking request, we suggest you contact the office on (08) 9379 2111 or send an e-mail to [orders@instantwaste.com.au](mailto:orders@instantwaste.com.au) and we will try to process the request by the required time.

Please be aware that if you have attempted to contact the office to make or amend a booking request which you cannot process online, we may not be able to attend to your request in time and we are not liable for any cost or loss suffered.

#### **2. Price**

The price charged for the particular service requested will be identical to the normal charges applied to your organisation for the particular service being requested.

#### **3. Use of Waste Bin (eg. Skip Bin, Hook Bin, Front Lift Bin, Rear Lift Bin)**

While a bin is in your possession, you must not:

- a. light a fire in the bin; nor

- b. place nor allow to be placed into the bin, any liquids, explosive, toxic, dangerous, hazardous or noxious materials, including but not limited to asbestos, acids, solvents, minerals, grease or liquid concrete; nor
- c. fill the bin higher than the top of its sides and you should ensure the waste is placed in such a manner so as to prevent spillage of material from the bin either while stationary or during transit; nor
- d. move the bin without the consent of Instant Waste Management.

If you are unsure as to what can be placed in the bin or how the bin should be utilised, it is strongly suggested you contact the office on (08) 9379 2111 or send an e-mail to [orders@instantwaste.com.au](mailto:orders@instantwaste.com.au).

#### **4. Liability for Damage to the Bin**

You will be liable to Instant Waste Management for any damage to the bin which occurs whilst it is in your possession, excluding damage sustained by normal wear and tear.

#### **5. Avoiding Damage to Property**

Whilst all care will be taken to ensure there is no damage to property, there may be instances where damage to property is unavoidable. As a result, it is important to ensure your instructions avoid exposure to various risks. By booking online, you accept that Instant Waste Management will not be liable for any loss or damage caused for placement, service or removal of bins on or around:

- a. driveways;
- b. artificial turf;
- c. exposed aggregate;
- d. kerbing;
- e. paved areas; or
- f. any other surface which may be prone to damage as a result of a heavy vehicle or bin being placed on that surface.

If you require a service to be undertaken in one of the above mentioned situations, it is strongly recommended you provide instructions to have the bin placed in a different location.

If you are still unsure, please contact our office by e-mail at [orders@instantwaste.com.au](mailto:orders@instantwaste.com.au) so that we can provide further instructions to minimise the risk of damage.

## **6. Call Out Charges**

Instant Waste Management has the right to charge a call out fee where it cannot carry out a service that has been booked online and the inability to carry out the service was due to a customer or site related issues. By way of example, Instant Waste Management may charge a call out fee where an online booking has been made and your office failed to cancel the booking when it was determined a service was no longer required.

## **7. Suspension of Services – Debt Outstanding**

Notwithstanding your ability to book a service and receive confirmation, our system may automatically suspend the service if your account is overdue on the day of the scheduled service. In this situation we are not liable for any costs or loss suffered.

As a result, it is important the account is kept current and any invoice related disputes are resolved prior to scheduled service dates.

If your service has been suspended due to the non-payment of an outstanding invoice, you may need to re-book the service when the account is made active again.

## **8. Permit & Licences**

There are circumstances when a permit or licence is required to be held in order for a bin to be placed in a set position without contravening and laws by-laws. By making an online booking you are acknowledging that you have all the necessary permits and licences to allow us to undertake the service requested.

You further acknowledge and agree that you and your organisation will fully indemnify Instant Waste Management for any fines, penalties, costs and liabilities incurred for your organisation's failure to have the necessary permits and licences in place.

## **9. Limitation of Liability**

The liability of Instant Waste Management for any claim, damages, loss or expense related to the supply of services is limited to the cost paid by you for those services except where statute expressly requires otherwise.

To the fullest extent permitted by law, Instant Waste Management will not be liable in any event whether in tort (including negligence), contract or otherwise for any loss of profits or any consequential, indirect or special damage, loss or injury of any kind suffered by you or any other person.

## **10. Force Majeure**

Instant Waste Management will not be liable for any failure or delay in complying with any obligation imposed by these terms if the failure or delay arises directly from an any circumstance beyond Instant Waste Management's control, including without limitation fire, flood, earthquake, explosion, war, insurrection, sabotage, industrial disputes, transportation, embargo, changes in law, delays or disruption by government or government agencies.