

# **Instant Waste Management**

## **Online Booking System**

### **Cash Bookings**

### **Terms of Service**

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

Submitting an order through the online booking system constitutes a formal request to Kelair Holdings Pty Ltd trading as Instant Waste Management ("Instant Waste Management") to provide a waste bin.

On receipt of confirmation of that order, you will be bound by a contract to purchase the services requested, subject to your rights to cancel the order as set out in clause 9 of these terms and conditions.

It is strongly recommended that you check the service details requested and notify our office by e-mail of any changes at least one (1) working day prior to the scheduled service date.

Should you identify any errors in your booking after it has been confirmed, you may be liable for additional charges in order to change the booking request. As a result, Instant Waste Management is not liable for any errors made by you in entering information via the online booking system.

Request for changes to bookings should be submitted by e-mail to [orders@instantwaste.com.au](mailto:orders@instantwaste.com.au). If this is not possible, it is suggested you contact the office during office hours on (08) 9379 2111 and request a change to be made.

Please be aware that if you have not provided at least one (1) working day advanced notice of a request to amend an order, Instant Waste Management is not bound to amend the order, nor bound to refund any money should you wish to cancel the order.

#### **2. Terms**

Instant Waste Management will supply services to you on these terms only (as may be amended from time to time). The only circumstance where any variation to these terms will apply is where Instant Waste Management has expressly agreed in writing to that variation. If there is any conflict with other terms of trade, these terms will take priority over any other terms of trade.

#### **3. Price**

The price of the goods or services is that stated on the website at the time of acceptance of your order, unless otherwise expressly agreed in writing by Instant Waste Management. The prices include goods and services tax ("GST"). All prices are stated in Australian dollars. All prices include the cost of delivery and removal of bins.

#### **4. Payment**

You must make payment for your order upon submitting that order (“due date”) by credit card payment directly to Instant Waste Management.

#### **5. Use of Waste 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, liquid concrete and concrete slurry; 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).

#### **6. Liability for Hazardous Materials & Overloaded Bins**

If the bin contains any material as referred to in clause 5 (b) you must either remove the material prior to the scheduled bin pick up day, otherwise you will be liable for the cost of disposal of the material including any associated costs of disposal (eg. transport costs, administration fees etc). In addition, rent of \$7.00 per day will apply for the period commencing from the original scheduled pick up day to the day bin is picked up and waste is disposed.

If the bin is overloaded as referred to in clause 5 (c) you must remove the material prior to the scheduled bin pick up day, otherwise rent of \$7.00 per day will apply for the period commencing from the original scheduled pick up day to the day bin is picked up.

#### **7. 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.

## **8. 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.

## **9. Order Cancellation & Refunds**

You will be entitled to cancel an order and receive a refund of money paid provided that we receive written notification by e-mail addressed to [orders@instantwaste.com.au](mailto:orders@instantwaste.com.au) at least one (1) working day prior to the original scheduled delivery date.

If this is not possible, it is suggested you contact the office during office hours on (08) 9379 2111 to cancel the booking. In such an event, if the booking is cancelled at least one (1) working day prior to the original schedule delivery date, you will be entitled to a refund.

If you wish to cancel a bin service on the day of the scheduled delivery date or after it has been delivered, Instant Waste Management may in its discretion provide a partial refund or credit.

## **10. 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.

## **11. Safety**

In order to maintain your safety, it is recommended you wear personal protective equipment whilst utilising or in the vicinity of the delivered bins. This may include but not be limited to protective eye wear, protective head gear, gloves, long sleeve shirt, full length pants and protective foot wear.

If the bin is damaged in anyway, rendering it unsafe or there is a possibility it is unsafe, it is recommended that you do not use the bin, but contact our office by e-mail addressed to [orders@instantwaste.com.au](mailto:orders@instantwaste.com.au) or contact us on 9379 2111 to exchange the bin or provide an alternative solution.

## **12. 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.

## **13. 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.