

## 1. GENERAL

In these conditions of sale and/or Hire, the expression "The Company" shall mean Valcroft Ltd, trading as Mr Binman, with its registered office at Ashbourne Hall, Dock Road, Limerick. All contracts with the Company shall be deemed to incorporate these terms and conditions. No variation or addition to them shall form part of any contract unless specifically accepted by the Company in writing and they shall over-ride and take the place of any other terms and conditions in any document or other communication used by the buyer in concluding the contract with the Company. "Customer" means the person, firm, company, corporation, public authority or body to whom the Company supply equipment on hire.

## 2. ORDER PROCESS AND PAYMENT

a) Our display of products on our website is an invitation and not an offer to sell those goods to you.

b) An offer is made when you place the order for your products. We will not have made a contract with you unless and until we accept your offer (see point (e) below).

c) We take payment from your card when we process your order and have checked your card details. Goods are subject to availability. If we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given if you have already paid for the goods.

d) If you enter a correct e-mail address we will send you an order acknowledgement e-mail. These are not order confirmation or order acceptance from us.

e) Unless we have notified you that we do not accept your order or you have cancelled it, order acceptance and the creation of the contract between you and us will take place at the point the goods you have ordered are to be delivered to the address you have given us. It does not take place until that stage, even though we may have debited your card (see (c) above) or we have sent acknowledging e-mails (see (d) above).

f) If an error is discovered in the price of the goods you have ordered, we will inform you and issue a full refund as soon as possible. We shall be under no obligation to fulfil an order for an item which was advertised at an incorrect price. If the item(s) has been charged and not despatched we will cancel and refund your order.

g) The contract will be formed at the place of dispatch of the goods.

h) All orders that you place on this website will be subject to acceptance in accordance with clause (e) of these terms and conditions.

i) Please print the order acknowledgement for your own record.

j) You will be charged the current price for buying goods from our website at the date you place your order. All prices are displayed on our website and are inclusive of VAT. We reserve the right to amend prices where applicable. All total prices for goods and services shown at the checkout represent the total price payable by the customer for those items, regardless of the address for delivery.

k) We do our best to make sure that prices are correctly shown but very occasionally an error may occur. If this should happen, we will correct the price and ask you to confirm whether you still wish to purchase the goods at the correct price. If we are unable to contact you, we will treat the order as cancelled. We will not accept an order if there is a pricing error.

l) Upon removal or collection of the skip, any extras or contamination fees will be notified to you at the specified email or phone number made on the booking. These extras will be charged to your credit/debit card used when making the order and this will appear on your credit card statement within 3 working days.

m) No forbearance or indulgence by the Company shown or granted to the customer shall in any way effect or prejudice the rights of the Company or be taken as a waiver of the terms of this or any other clause in these conditions.

### **3. DELIVERY**

a) The time quoted for the delivery of goods, whether for purchase or hire, shall not be the essence of the contract, and the Company shall not be liable for any loss, injury, damage or expense consequent upon any delay in the delivery of the goods or services.

b) Should the Company be delayed in or prevented from making a delivery of the goods or services due to war, strikes, lockouts, fires, floods, explosion, labour disturbances, trade disputes or shortages in raw materials or due to any other cause whatsoever beyond the control of the Company, the Company shall be at liberty to cancel or suspend the order without incurring any liability for any loss or damage arising therefrom.

c) Where an order is made within working hours of 9.00 am to 4.30 pm Monday to Friday the Company will endeavour (subject to no unforeseen interruptions) to deliver the skip within 72 hours of that order being placed. Any orders made outside of that period the skip will be delivered as soon as reasonably practical to the customer.

d) The Company shall not be liable for any damages, discrepancy or shortage in the goods sold or hired unless the customer notifies both the Company and the carrier within 24 hours of the time of delivery of the goods.

e) In the case of waste disposal/skip hire, the Company shall as far as practicable notify the approximate time of delivery of the skip. The customer will in all cases indicate either in advance or at the time of delivery, the location and site where delivery is desired and in default of such indication, the Company shall be entitled to deposit the skip wherever the Company shall deem most suitable and convenient, but without any liability or responsibility to the customer or any third party arising out of the Company's choice of such location of delivery.

f) The Company at all times reserves the right to refuse delivery of the goods at any particular location where in the opinion of the Company, a danger or risk will be treated thereby being in particular, a risk of danger or injury to third parties. The Company reserves the right to refuse delivery to a site where any such delivery would be contrary to any law or bye-law in force.

g) The Company reserves the right at the date of creation of any contract for hire, to require prior sight of a suitable public liability insurance policy indemnifying the hirer in respect of any third party claims that may arise out of the use of the goods on hire by the hirer.

### **4. DUTIES OF HIRER/CUSTOMER**

a) The buyer and/or hirer shall not rely upon any representation concerning any goods supplied unless the same shall have been made by the Company in writing.

b) The Company shall be under no liability for any loss, damage, injury or expense of any nature or description, however arising, resulting from the use or conversion of the goods by

the buyer, and the buyer shall at all times keep the Company indemnified in respect of any claim by a third party for loss, damage, expense, injury or death resulting as aforesaid.

c) The customer will use waste disposal skips and containers only for the disposal of suitable materials under the European Communities (Toxic Dangerous Waste) Regulations 1982, and will not deposit hazardous or toxic waste in the said skips and/or container. A list of prohibited items is available on the Company's website, [www.mrbinman.com](http://www.mrbinman.com).

d) The customer shall not overload any such skip or container and the Company reserves the right to refuse to remove or collect such skip. The decision of the Company shall be final in this regard.

e) The customer will have full liability and responsibility for the hired goods until collected by the Company regardless as to whenever the collection takes place. In the case of waste disposal skip hire, it is the customer's responsibility to inform the Company when the skip is full.

f) The Company shall have the right to remove hired goods including waste disposal skips and/or containers without prior consultation with the hire/customer, and without liability arising out of the same, save that the Company will reimburse to the hire/customer the proportion of hire charge relating to the period of such early collection.

g) The customer shall be responsible for giving proper notice in writing to the Company's employees and agents of any special site conditions and safe working procedures in any way affecting the discharge of the Company's obligations under this contract and shall be responsible for the proper supervision of loading and/or collection of waste into the equipment. The Company reserves the right to refuse to service any order if it reasonably considers that the work required might place at risk any person, vehicle, equipment or property.

h) The customer shall be wholly responsible for the safety of all persons (including the employees and agents of the Company) within the boundaries of the customer's premises.

i) The customer shall bear all risks involved in connection with the siting and the use of the equipment and failure to comply with any of the customer's obligations in these waste specification terms of service. The customer shall indemnify the Company against all proceedings and claims for any loss, damage, personal injury or loss of life arising from any of the customer's undertakings and obligations under contract howsoever caused.

j) The customer shall not burn anything in the equipment nor place any marking on, nor sublet nor part with possessions of any equipment and shall be responsible to the Company for any loss or damage to the equipment (other than ordinary wear or tear) and for the cost of repairs and expenses resulting from customer's failure to take reasonable care of same.

k) Where the equipment is placed (whether by the Company on the customer's instruction or otherwise) on a highway footpath (whether public or private) or any public place, the customer shall be absolutely responsible therefore, for the siting and lighting thereof, for obtaining all necessary permissions and licences (including those under the Highways Act) and for ensuring observation of the terms and conditions thereof.

l) The Company shall not be liable for any damage to surfaces, manholes, walls or property, caused by the Company vehicles or equipment while on the buyer's premises and the buyer will, at all times, keep the Company indemnified in respect of a claim by a third party for loss, damage or expense of any nature or description resulting as aforesaid.

m) In the case of SkipBags, they should be left for collection by the customer close to clear road access in line with guidelines enclosed with the skipbag so that a crane arm can lift it safely onto the collection vehicle.

**5. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT**

a) The customer shall have full responsibility for the care, safekeeping and return in good order of the equipment.

b) The customer will pay the Company all costs incurred in rectifying any equipment returned damaged or unclean. Additionally the customer will pay the financial loss until such rectification is complete.

c) Where the equipment is lost, stolen or damaged beyond economic repair, the customer will pay the full replacement cost and will also pay for the financial loss until such replacement is complete. This is without prejudice to our other rights.

**6. RIGHTS OF ACCESS**

The customer authorises the Company to enter any land or premises where it is reasonably believed equipment is held, in order to inspect, repair, replace or repossess it.

**7. LAW**

These conditions shall be construed in accordance with and governed by Irish Law.