

Skipgo Grahamstown Terms and Conditions

Below are the terms and conditions of Skipgo Grahamstown. A copy will be presented to you when the skip is delivered to you in order to protect both you as the client as well as Skipgo Grahamstown.

- On delivery please provide our staff member with a copy of the proof of payment of the invoice either via EFT. Any additional drop-offs and collections will be charged separately.
- By accepting a delivery of Skipgo Grahamstown bins or services, you are fully accepting the terms & conditions set out for bin hire and services set out in this document.
- You may cancel or vary an order provided that Skipgo Grahamstown receives notice of variation or cancellation no less than 3 working days before the delivery date under the order.
- In the event an order is cancelled by Skipgo Grahamstown the customer will receive a full refund of any monies paid in advance for the cancelled order.
- The price of the goods or services stated on our website at the time of acceptance of your purchase order is correct, unless otherwise agreed in writing.
- All prices include the cost of delivery and removal of bins.
- There must be a contact person to take delivery of the Skip at the drop-off and they must ensure access at that point. Additional collections are charged per load including the relevant travel. (if quoted)
- The client must ensure that there is a 1.5m clearance around the skip for collection.
- In the event of an overloaded skip, Skipgo Grahamstown reserves the right under the Road Traffic Act and Workplace Health and Safety Act to refuse to lift the receptacle and a daily hire charge, wasted journey charges and labour fees are applicable.
- Placement of the Skip Bin is at the driver's discretion, but neither Skipgo Grahamstown, nor their staff will be held responsible or liable for any damage to property or surrounds caused by following any directions from the client.
- Under no circumstances may the bin be moved once it has been dropped off as this will affect the collection/loading procedure.
- The hirer's agree to fully indemnify Skipgo Grahamstown against any liability for personal injury or property damage when instructed verbally at the point of order, by the person on site, or otherwise, by the customer or their representative(s), for any damages caused when directed off the public highway, to a place not constructed or generally rated for heavy weights in terms of kerbs, pavements, driveways, footings, pipes, manholes, pits or other obstacle(s) in width, height or however such injury or damage may be caused. Please note that we draw your attention to the fact that tarmac, block paved, and pattern-imprinted concrete driveways are at most risk.
- In the event of a skip not being available for collection on its designated pick up day, additional charges and hire charges will be applied.
- The hirer is responsible for ensuring the position for delivery and collection has a clear access. If our driver cannot deliver or collect due to blocked access additional charges may apply.
- Please note that a minimum of 2 hours' notice for collecting the bins other than our standard collection days is necessary.
- The following rules apply when filling the Skips:
 - Skips will not be filled above the top rim,
 - there will be no items or waste protruding above or from any direction whatsoever of the skip, and all waste will be confined within the skips capacity.
 - Building rubble/sand/stone will only be filled to the indicated marking inside the bin.
 - Skips will not contain any prohibited items such as asbestos / tyres / paints / liquids / foodstuffs / combustibles or gases, unless a pre-arranged, and a suitable receptacle is supplied and charged accordingly at the current rate.
 - No fires are lit in, and no corrosive acid or noxious substance, liquid cement or concrete placed in the hire item(s).
- Should any of the above prohibited items be found to be in the hired skip, the customer is solely liable for all separation, environmental clean-up, administration, disposal/transport/hygiene costs arising from that contamination.
- Should a Skip be damaged in any way, the hirer agrees to pay Skipgo Grahamstown for any damages, repairs or replacement thereof while in the possession of the customer.

- The hirer's agree to pay Skipgo Grahamstown should the Skip need to be moved for any reason.
- The hirer's agree to ensure that any skip(s) that may be sited in a public area are to be adequately covered to prevent wastes being dislodged, removed, or any escape of wastes thereof.
- The Hirer agrees to fully indemnify Skipgo Grahamstown against any legal actions, damages or costs which may occur or be granted against Skipgo Grahamstown or subsidiary thereof.

TERMS AND CONDITIONS FOR ACCESSING AND USE OF THIS WEBSITE

Introduction

- These terms and conditions govern access to and use of the Skipgo Grahamstown website.
- By accessing and using the website you agree to be bound by the terms and conditions set out herein.
- If you do not wish to be bound by these terms and conditions, you may not access, display, use, download and/or otherwise copy or distribute the contents obtained at the website.
- Skipgo Vaal, including its subsidiaries and affiliates is referred to as "Skipgo Vaal" or "we" or "us" or "our".
- Visitors and users to the website are also referred to as "you" or "your".

General

- These website terms and conditions constitute the sole record of the agreement between you and Skipgo Vaal in relation to your use of the website.
- Neither you nor Skipgo Vaal shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Skipgo Vaal in respect of your use of the website.
- Skipgo Vaal reserves the right to change, modify, add to or remove portions or the whole of these terms and conditions from time to time. Changes to these terms and conditions will become effective upon such changes being posted on this website.
- The visitor/user's continued use of this website following the posting of changes or updates will be considered notice of the visitor/user's acceptance to abide by and be bound by these terms and conditions, including such changes or updates. You shall be responsible for reviewing the then current version each time you visit the website.
- Skipgo Vaal shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.
- This web site is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use this web site, its content, services and these terms and conditions. You hereby consent to the jurisdiction of the Gauteng South High Court of South Africa in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith. If any of the provisions of these terms and conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these terms and conditions, and the remainder of these terms and conditions shall continue in full force and effect.
- Skipgo Vaal shall not be liable for costs incurred by visitors/users to obtain professional advice relating to these terms and conditions.

Information on the website

- While every effort is made to ensure that the information provided on this website is current and accurate, you should not assume that this is always the case, and should consult other sources before making any decision to act on this information.
- Skipgo Vaal nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, research information, data and/or content contained on the website (including but not limited to any information which may be provided by any third party or data or content providers) (information) and shall not be bound in any manner by any information contained on the website.
- Skipgo Vaal reserves the right at any time to change or discontinue without notice, any aspect or feature of this website.

External links and advertising

- If an external links are provided it is for your convenience, but such links are beyond the control of Skipgo Vaal and no representation is made as to their content. Skipgo Vaal shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such sites.
- Links to other websites do not imply any agreement, support, relationship or endorsement of the linked third party and use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use.
- No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of Skipgo Vaal on terms and conditions agreed upon.
- Wherever third party advertising or promotional material is displayed on this website, this should not be construed as Skipgo Vaal endorsing or creating any relationship between Skipgo Vaal and that third party. Reliance on any such material is entirely at your own risk.

Privacy

- Skipgo Vaal respects the privacy of all visitors to this site. You may use this site without providing any personal information. However, so that we can regularly assess and improve the site, we collect information on the number of visits to the site, pages viewed, etc.
- The only time your information are needed and collected is when you submit a form on our site. This information are then only used to contact you or answer any questions that you have asked us. Your information are NEVER shared with any other institution or third party.

Use

- You agree that your use of this website is for lawful purposes only.

- You agree that you will not use this website for any unlawful purpose, including committing a criminal offence, gaining unauthorised access to other computer systems or transmitting unlawful material.
- Skipgo Vaal does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction other than in the Republic of South Africa. By accessing the website, you warrant and represent to Skipgo Vaal that you are legally entitled to do so and to make use of information made available via this website.

Guaranties

- Skipgo Vaal makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the information contained on the website, you or your company's personal information or material and information transmitted over our system.
- We do not guarantee that this website's functions will not be uninterrupted or error-free, or that the site or its server is free from viruses or other harmful components

Disclaimer of liability

- You agree to access and use this site entirely at your own risk.
- The website and all its contents are provided on an "as is" basis, and Skipgo Vaal makes no representations or warranties of any kind, whether express or implied, to the accuracy of the contents of the website.
- Skipgo Vaal, its directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the visitor/ user, which arises directly or indirectly from reliance of the website and/or its content.
- Skipgo Vaal its agents or suppliers shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the content or the website or any functionality of the website or of any linked website.
- You hereby indemnify Skipgo Vaal, its directors, employees, officials, agents, suppliers or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred by you or any third party of whatever nature whether directly or indirectly, which arises from your use of this website.
- Skipgo Vaal shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, you or your company's personal information or material and information transmitted over our system.
- Skipgo Vaal nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance

thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

Copyright and Trade marks

- This website and its contents may not be reproduced, duplicated, copied, resold or otherwise used for any commercial purpose without the express prior written consent of Skipgo Vaal.
- The trade marks, names and logos ("trademarks") displayed on this website are registered and unregistered trademarks of Skipgo and Skipgo Vaal. Nothing contained on this website should be construed as granting any license or right to use any trade mark without the prior written permission of Skipgo Vaal.
- Skipgo Vaal have obtained the explicit rights to display and use the Skipgo logo on its website. Furthermore, Skipgo Vaal have the rights to the full use of the Skipgo name and logo.