

Terms and Conditions

Effective Date: 1 November 2024

1. Acceptance

1.1 Terms and Conditions

These Terms and Conditions ("**Terms**") constitute a legally binding agreement ("**Agreement**") between you and Flexiskip Pty Ltd ACN 624 360 390 governing your purchase of a waste disposal product ("**FLEXiSKiP**"), the removal and disposal services ("**Services**") offered by us, by placing an order with us by telephone and also the use of our website with URL address <http://www.handel.group/>, and any other websites through which we make the FLEXiSKiP and Services available, our mobile, tablet and other smart device applications, and application program interfaces and all associated products (collectively and individually referred to as the "**E-commerce Platform**", as the context requires). Our Policies applicable to your use of the E-commerce Platform are incorporated by reference into this Agreement.

The term 'Company' or 'us' or 'our' or 'we' refers to Flexiskip Pty Ltd ACN 624 360 390, the owner of the E-commerce Platform and the seller of the FLEXiSKiP and the providers of the Services, and each affiliate and subcontractor of the FLEXiSKiP. The term 'Customer', 'you' or 'your' refers to the E-commerce Platform user, a user placing an order with us by telephone, and the buyer of the FLEXiSKiP and the Services.

By using the E-commerce Platform, placing an order with us by telephone or accepting delivery of a FLEXiSKiP you agree with these Terms and are bound by them and you agree the terms of our [Privacy Policy](#).

If you do not agree with any of these Terms, you must not use the E-commerce Platform or place an order to use our Services. You must be at least 18 years old and able to enter into legally binding contracts to access and use the E-commerce Platform and place any order with us. By accessing or using the E-commerce Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into this Agreement.

2. FLEXiSKiP

- 2.1 Purchase and Delivery - After purchasing a FLEXiSKiP from us via our E-commerce Platform, it shall be delivered to your nominated address within 3 business days..
- 2.2 FLEXiSKiP have been designed and manufactured as a single use bag for the removal and disposal of certain types of non-hazardous, non-toxic household, garden, building, construction and industrial waste, and is sold to you on this basis. You acknowledge that, once the FLEXiSKiP with waste are collected for disposal by us, the FLEXiSKiP will not be returned to you.
- 2.3 You acknowledge and agree that you have obligations under the HVNL including without limitation, as consignor, and warrant that you will comply with its obligations under the HVNL including without limitation ensuring that the FLEXiSKiP is not overloaded.
- 2.4 Title - Title to the Waste you place in the FLEXiSKiP vests in us when we pick up and remove the FLEXiSKiP from your premises except that title to, and liability for, any Non-Accepted Waste you place in the FLEXiSKiP will always remain with you, even when we remove such Non-Accepted Waste from your premises.

3. Waste Removal

- 3.1 We will publish Instructions for the correct use of your FLEXiSKiP on our website.
- 3.2 We use affiliates and third-party subcontractors to perform the Services.
- 3.3 If your FLEXiSKiP:

- (a) is overfilled or contains Non-Accepted Waste; or
- (b) is not positioned correctly as set out in these Terms or is otherwise not in a safe position for collection,

we may (at our sole discretion):

- (c) Refuse to collect your FLEXiSKiP whereby we are entitled to keep the fees paid by you for the failed collection and you will be required to pay another collection fee when booking the collection once the reason for the failed collection has been remedied; or

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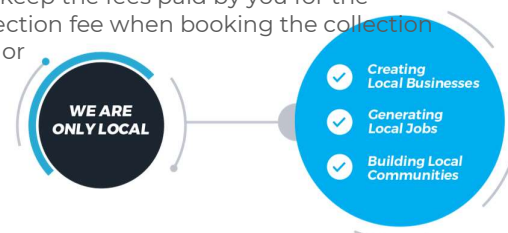
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- (d) Sort or unload the FLEXiSKiP and leave any overfilled or incompatible material at the Customer Premises and charge you reasonable costs in relation to the same.

- 3.4 We will use reasonable endeavours to collect the filled FLEXiSKiP during the hours of 7am and 6pm on any day unless otherwise agreed with us.
- 3.5 FLEXiSKiP have been designed to be picked up and disposed of by Approved Vehicles. If you use any other company, organisation or person to pick up or dispose of your FLEXiSKiP then we will have no responsibility for your FLEXiSKiP or their contents and you will indemnify us for any damages or losses resulting from such pick up and disposal in accordance with clause 7.

4. Customer Obligations

- 4.1 You must:

- (a) Carefully review all orders and shopping carts for accuracy prior to submission via our E-commerce Platform;
- (b) Make all arrangements necessary to take delivery of the FLEXiSKiP ordered by you when delivered by us;
- (c) Read and understand the Instructions prior to use. If you do not understand the Instructions or have any questions in relation to the use of your FLEXiSKiP, you must contact us;
- (d) Read our website and understand what is Waste and Non-Accepted Waste,
- (e) Only fill your FLEXiSKiP with Waste;
- (f) Not fill your FLEXiSKiP with Non-Accepted Waste;
- (g) Not allow any Waste contained in the FLEXiSKiP to exceed the height of the black strip sewn into the FLEXiSKiP or otherwise overfill the FLEXiSKiP in contravention of the Instructions;
- (h) Prior to use, and within 3 days of delivery of your FLEXiSKiP, open the packaging, inspect the FLEXiSKiP for defects and notify us of any such defects;
- (i) Position, use, and fill the FLEXiSKiP with waste in accordance with the Instructions on the FLEXiSKiP packaging, on the FLEXiSKiP and as set forth on our E-commerce Website from time to time;
- (j) Only fill the FLEXiSKiP with Waste and must not put any Non-Accepted Waste in the FLEXiSKiP; a
- (k) Comply with HVNL;
- (l) Not use a FLEXiSKiP or our Services for any purpose which is illegal or prohibited by any law.

5. Payment

- 5.1 The customer (including customers residing at Subsidised Premises) remains liable for the price of the FLEXiSKiP(s) and Services, until we receive cleared funds relating to the same.
- 5.2 You must provide your credit card details upon making an order for a delivery or collection of a FLEXiSKiP, whether such order is made by telephone or via our E-commerce Platform.
- 5.3 Price - The price payable by you for the FLEXiSKiP and Services is that stated on the E-commerce Platform or as advised to you on the telephone at the time of acceptance of your order, unless otherwise expressly agreed in writing by us. Prices quoted for the Services are based upon the information which you provide on the telephone or submit to the E-commerce Platform and we reserve the right to vary prices if that information is incorrect.
- 5.4 Time for Payment – You agree and acknowledge that we will charge the full price to your credit card at the following times:
 - (a) For a FLEXiSKiP product order or collection order – at the time of the order; or
 - (b) For customers living at a Subsidised Premises – we will accept the price payable by you from your Council. If we become aware that Council refuses or fails to pay for your FLEXiSKiP or Services, we shall charge your credit card for the full amount owing to us by you as soon as practicable after becoming aware.

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- 5.5 The price of the FLEXiSKiP and the Services includes Goods and Services Tax (GST) unless otherwise expressly stated.

6. Disputes

- 6.1 You shall contact us, within 24 (twenty-four) hours of delivery to site, should the FLEXiSKiP not match the specifications confirmed on the order.
- 6.2 You shall contact us immediately should the FLEXiSKiP/s or Services fail to meet your expectations. You may be asked to provide written accounts of the issue in dispute and photographic evidence should it be deemed necessary.
- 6.3 Without prejudice to either party's rights under the *Building Industry Fairness (Security of Payment) Act 2017*, either party may refer any dispute under, or arising out of, this contract to the Resolution Institute (or similar) for alternate dispute resolution. Each case will first be referred to a Conciliator appointed by the Institute unless each party wishes to proceed directly to arbitration. If the conciliation is not satisfactorily concluded within six weeks or if the parties want to proceed directly to arbitration, the Institute will appoint an Arbitrator who will make a final and binding award.

7. Termination

- 7.1 We may terminate any agreement with you immediately by written notice whereby any fees paid by you (to the extent received) relating to goods not received or Services not performed shall be refunded within 7 business days.

8. Liability

- 8.1 Limitation of liability - We shall not be responsible or liable to you for damage, personal injury or loss of any kind whatsoever, to any property or person howsoever caused arising from the delivery, pickup or use of the FLEXiSKiP at your site, unless such loss or damage was directly caused by our negligence or the negligence of our agents, sub-contractors or employees.
- 8.2 No indirect losses - Notwithstanding any other provision of these Terms, we are in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate you for:
- (a) any increased costs or expenses;
 - (b) any loss of profit, revenue, business, contracts or anticipated savings;
 - (c) any loss or expense resulting from a claim by a third party; or
 - (d) any special, indirect or consequential loss or damage of any nature whatsoever
- caused by our failure to complete or delay in completing the order to deliver the FLEXiSKiP or the Services.
- 8.3 Exclusions - We expressly exclude to the fullest extent permitted by law all warranties, representations or conditions, express or implied, in relation to the FLEXiSKiP or the Services. If for any reason we are judged to be liable to you in contract, tort or otherwise, then our liability for any claim, damages, loss or expense is limited to the cost paid by you for the FLEXiSKiP or the Services (as applicable) except where statute expressly requires otherwise.
- 8.4 The *Competition and Consumer Act 2010* (Cth) ("the Act") places certain obligations and responsibilities on us as a supplier of goods and services and provides comprehensive statutory protection for you as a consumer under the Act. Nothing in these Terms affects your rights as a consumer under the Act.

9. Indemnity

- 9.1 The Customer indemnifies the Company (including its officers, employees, agents and subcontractors) (the "**Indemnified Parties**") and holds the Indemnified Parties harmless against all claims, actions, liability, costs (including legal costs on an indemnity basis), expenses, charges and loss arising from or in connection with:
- (a) A breach of this agreement by the Customer;
 - (b) the fraud, dishonesty, wilful or reckless misconduct or negligence of the Client any loss or expense resulting from a claim by a third party;

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- (c) any special, indirect or consequential loss or damage of any nature whatsoever;
- (d) any damage to the Customer's property resulting from the customer's use of the FLEXiSKiP, or its delivery and collection by us or our subcontractors;
- (e) any damage to vehicles collecting or delivering your FLEXiSKiP and clear access is not made available by you or any other feature of your premises contributes to such damage; and
- (f) any costs incurred by us in relation to the disposal of Non-Accepted Waste.

10. Privacy

- 10.1 You hereby authorise us to collect, retain, record, use and disclose consumer and/or commercial information about your credit worthiness, credit standing, credit history or credit capacity, in accordance with the *Privacy Act 1988* (Cth), to persons and/or legal entities who are a solicitor, or any other professional consultant engaged by us, a debt collector, credit reference organisation and/or defaulting listings.
- 10.2 You also authorise us to make enquiries with respect to your consumer and commercial credit worthiness and to exchange information with other credit providers in respect to previous consumer and/or your commercial defaults.

11. Variation

- 11.1 We may make changes to these Terms at any time. You should check these Terms regularly for such changes. If we change these Terms we will publish an updated version on our website. Your access or use of the website after an updated version of these Terms has been made available on the website indicates your acceptance of the Terms as amended by us.

12. Waiver

- 12.1 Our failure to exercise or enforce any one or more of our rights under these Terms will not constitute a waiver of our rights.

13. Entire Agreement

- 13.1 In relation to the subject matter of this agreement, this agreement is the whole agreement between the parties and this agreement supersedes all prior oral and written communications by or on behalf of any of the parties.

14. Severance

- 14.1 If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.

15. Assignment

- 15.1 The Customer must not assign, novate or transfer any of its rights or obligations under this agreement without the prior written consent of the Company.

16. Force Majeure

- 16.1 We (including our agents and subcontractors) shall not liable for any failure or delay in performing any of its obligations if such delay is caused by circumstances beyond its reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries, fire, flood, earthquake, explosion, war, insurrection, sabotage, industrial disputes, transportation, embargo, changes in law, delays or disruption by government or government agencies.

17. Governing Law and Jurisdiction

- 17.1 These Terms are governed by the law in force in the State or Territory in which your premises are located and the parties submit to non-exclusive jurisdiction of the courts of that State or Territory and any courts in which may hear appeals from those courts in respect of any proceedings in connection with these Terms.

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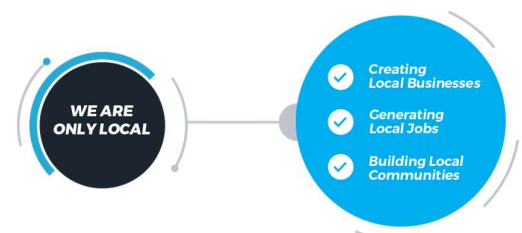
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18. Definitions

18.1 In these Terms, the following words have the corresponding meaning:

- (a) **"Agreement"** means the agreement between you and us relating to FLEXiSKiP(s) and/or Services, as set out herein;
- (b) **"Approved Vehicles"** means vehicles as suitable for the collection of FLEXiSKiP(s) as determined by the Company in its sole discretion;
- (c) **"HVNL"** means the Heavy Vehicle National Law as modified and adopted in all relevant states and territories in Australia, including the *Heavy Vehicle National Law (ACT) Act 2013*, *Heavy Vehicle (Adoption of National Law) Act 2013*, *Heavy Vehicle National Law Act 2012 (Qld)*, *Heavy Vehicle National Law (South Australia) Act 2013*; *Heavy Vehicle National Law (Tasmania) Act 2013* and *Heavy Vehicle National Law Application Act 2013*, and all subordinate legislation, as amended and in force from time to time;
- (d) **"Instructions"** means the instructions for the use of the FLEXiSKiP published on the packaging of the FLEXiSKiP, on the FLEXiSKiP, and/or on our website;
- (e) **"Non-Accepted Waste"** means the waste not permitted to be disposed of in the FLEXiSKiP, as published on our website as under the heading "What we don't take" and includes any explosive, toxic, dangerous, hazardous or noxious materials including but not limited to asbestos, acids, solvents, minerals, greases or liquid concrete;
- (f) **"Subsidised Premises"** means a premises where its local Council agrees to pay the fees for the FLEXiSKiP and/or Services on behalf of the Customer.
- (g) **"Waste"** means the waste permitted to be disposed of in the FLEXiSKiP, as published on our website as under the heading "What we take" and does not include Non-Accepted Waste;
- (h) **"website"** means <https://service.handel.group/> or, as the context requires, any component part of it; and
- (i) **"you", "user", "member", "Customer" and "guest"** means anyone who visits and/or uses this website.

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