

# Hire Terms & Conditions

*These terms and conditions apply to all bin hire orders made with Endless*

## PARTIES

**Endless Holdings Limited**, company number 6678313 (NZBN 9429046573247), trading as 'Endless' ("**Endless**" "**we**" or "**our**") and the "**Hirer**" or "**you**" which refers to the person, firm, organisation, partnership, corporation or other entity (including trust) hiring a Bin from Endless.

## THE PARTIES AGREE:

### 1 Contract for hire and provision of services

- 1.1 Pursuant to an order placed by the Hirer (whether through our website, telephonically or otherwise delivered to us in writing) (an **Order**):
- (a) Endless shall let, and the Hirer shall take on, hire of waste bin(s) (a **Bin**) for a specified period; and
  - (b) Endless will provide certain related services to the Hirer, including delivery and collection of the Bin (and removal of the permitted waste contained therein) in accordance with the Order and these terms and conditions (**Services**).
- 1.2 All Orders placed by the Hirer shall constitute acceptance of these terms and conditions. If you do not understand or agree with any of the terms or conditions outlined herein, please contact Endless immediately.
- 1.3 Endless may, in its absolute discretion, decline to accept an Order at any time if it has reasonable cause to do so.

### 2 Amendment

- 2.1 These terms and conditions may be changed by Endless from time to time by Endless giving notice of the amendment to the Hirer.
- 2.2 Notice is deemed given to the Hirer when Endless does any of the following:
- (a) sends notice of the amendment to the Hirer at any address (including an email address) supplied by the Hirer; or
  - (b) publishes the amended terms on its website.
- 2.3 Changes to these terms and conditions will apply to any Order entered into after the change has been notified to you by one of the methods mentioned above.

### 3 Hire charges and pricing

- 3.1 Prices for the hire of Bins (and the Services relating to such Bin hire) are detailed on Endless' website, but, upon request, they may also be provided to you in writing or over the phone.
- 3.2 If no price is agreed, the price will be the current amount charged by Endless for the relevant Bin for the applicable number of nights, which may be changed or altered by Endless at any time.
- 3.3 Any variation to an Order (if accepted by us) will result in the price being adjusted to reflect the variation.
- 3.4 Our pricing is provided for the hire of Bins for the nights specified in the Order. The use of a Bin in excess of the specified booked nights will (if accepted by us) constitute a variation of the Order, and will incur additional hire charges and may also incur additional services fees in accordance with clause 6.
- 3.5 You hereby authorise us to charge the credit card or debit card used to create the Order for any additional hire charges as a result of a variation of the Order.
- 3.6 Any price quoted by Endless is based on the specific nights of the Order and does not necessarily operate pro-rata for any greater or lesser number of, or other, nights.
- 3.7 Unless otherwise indicated, prices are inclusive of GST.
- 3.8 All prices are in New Zealand dollars.

### 4 Payment Method

- 4.1 Unless otherwise agreed in writing, payment for all Orders must be made via a valid credit or debit card through the payment portal on our website.
- 4.2 The payment of any additional fees in accordance with clause 6 will be made through the same payment method.

## 5 Hirer obligations

- 5.1 The Hirer **must**:
- (a) accept delivery of the Bin at any time on the day specified in the Order;
  - (b) ensure that an appropriate space is available at the delivery address for the safe placement of the Bin (noting that Bins require clear flat land and cannot be lowered over fences or obstacles, and that Bins cannot be placed on the road or on footpaths (or anywhere outside the perimeters of the property) without a permit from the local council);
  - (c) ensure there is sufficient access so we can place the Bin, such access to be at least 3.0m wide with a 4.0m height clearance;
  - (d) ensure that any person taking delivery of the Bin on behalf of the Hirer is authorised by the Hirer to do so and the Hirer will not allege that any such person is not so authorised;
  - (e) ensure the Bin is ready for collection at any time on the day specified in the Order;
  - (f) fill the Bin strictly in accordance with the guidelines specified on our website (including, without limitation, as to content);
  - (g) ensure that the Bin is available for collection in the same condition that it was delivered;
  - (h) ensure that the Bin is used in a safe and proper manner at all times during the period of hire; and
  - (i) conduct a thorough hazard and risk assessment before using the Bin and comply with all applicable occupational health and safety laws.
- 5.2 The Hirer **must not**:
- (a) tamper with, damage or seek to repair the Bin;
  - (b) lose or part with possession of the Bin;
  - (c) reposition the Bin;
  - (d) exceed the Weight Limits of the specific Bin (as notified to you prior to our acceptance of the Order). See clause 18 for the Weight Limits of our Bins;
  - (e) fill any Bin with any Prohibited Waste (being any waste that does not comply with the specified purpose of the applicable Bin and/or any tyres, polystyrene, hazardous waste, toxic material, asbestos, chemicals, paint and paint cans, gas bottles, car batteries, fridges/freezers, lithium-ion batteries, rechargeable batteries, food waste, e-waste items, tv's/monitors/microwaves, clinical or medical waste, fluorescent tubes, solvents, liquids, oil, dead animals or any other items deemed by us to be hazardous or unable to be routinely disposed of);
  - (f) place any hardfill waste (being concrete, rocks, bricks, asphalt, clay, sand, dirt, ceramic tiles and anything similar thereto) in a Bin that is not a specified to hold hardfill waste; and
  - (g) rely on any representation relating to the Bin or its operation other than those contained in these terms and conditions.

## 6 Additional service fees

- 6.1 Endless may charge you one or more of the applicable additional service fees set out in the **table** at the end of these terms and conditions to reflect the additional Services that we are required to provide if certain circumstances occur.
- 6.2 You hereby authorise us to charge the credit card or debit card used to create the Order for any such additional service fees immediately upon them becoming payable, without any obligation to notify you or otherwise seek your consent.
- 6.3 All additional service fees specified in the **table** at the end of these terms and conditions are inclusive of GST.

## 7 Delivery and collection/removal

- 7.1 Delivery and collection/removal of the Bin could take place at any time of the day depending on our bookings. If you have a specific

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time request, please get in touch with us and we can try to accommodate the request.

- 7.2 Endless will endeavour to deliver your Bin on the day that delivery has been booked, but Endless will not be liable for any failure or delays in delivery.
- 7.3 Endless will endeavour to collect/remove your Bin on the day that collection has been booked, but Endless will not be liable for any failure or delays in collection.
- 7.4 Endless reserves the right to defer the collection of any Bin found to be either overloaded or loaded with Prohibited Waste until such time as the Hirer rectifies the situation. In these circumstances additional fees may be incurred by the Hirer in accordance with clause 6.

## 8 Cancellation and refund policy

- 8.1 If you wish to cancel your Order, you must do so through our website or by emailing us at [bookings@endless.co.nz](mailto:bookings@endless.co.nz).
- 8.2 Where we are notified of the cancellation of an Order at least 3 working days prior to the delivery date, after deducting a cancellation fee of \$39.00, we will refund the hire charges paid by you in advance.
- 8.3 Where we are notified of the cancellation of an Order within 3 working days of the delivery date, after deducting a cancellation fee of \$99.00 (for a 3m and 9 m Bin) or \$149 (for a 30m Bin), we will refund the hire charges paid by you in advance.
- 8.4 Refunds may take up to 10 working days to process.
- 8.5 Late delivery or collection of a Bin by us will not entitle the Hirer to cancel the Order or entitle the Hirer to any refunds, discounts or compensation.

## 9 Risk

The Bin shall be at the sole risk of the Hirer throughout the period of hire.

## 10 Condition and purpose

Upon delivery, unless the Hirer immediately notifies us to the contrary, the Bin will be considered to be in good working order and fit for the purpose for which it was delivered.

## 11 Repossession

- 11.1 If Endless have reasonable cause to suspect that you are in breach of these terms and conditions, we may repossess the Bin at any time during the period of hire without notice or payment of compensation to you. You irrevocably authorise us (or our agents), without liability, to personally enter any premises where a Bin may be kept at any time for this purpose.
- 11.2 Endless shall not be liable for costs, damages or expenses or any other losses incurred by you or any third party as a result of any action taken at 11.1, nor shall it be liable in contract or in tort or otherwise in any way whatsoever.
- 11.3 You must reimburse us for all costs incurred by us in the exercise of repossessing your Bin, (including any reasonably incurred legal costs as between solicitors and own client).

## 12 Indulgence

Any time or other indulgence granted by Endless shall not prejudice the strict rights of Endless under these terms and conditions.

## 13 Exclusion

No provision, other than those which are mandatory, shall be implied by statute or at common law or otherwise into these terms and conditions against Endless.

## 14 Liability

- 14.1 Other than as specified in these terms and conditions, to the extent permitted by law, all warranties, conditions, liabilities or representations in relation to the quality or fitness of the Bins are excluded.
- 14.2 Endless will not be liable for any:
- (a) claim for damages, losses or expenses relating to the non-delivery or late delivery of a Bin, the late

collection/removal of a Bin, or the cancellation of an Order;

- (b) damage to driveways, overhead services or underground services such as cables and drainage; or
- (c) damage caused to any property when a Bin is re-positioned by the Hirer.

14.3 In no event shall either party be liable (whether in contract, tort (including negligence) or otherwise howsoever) for any loss (whether direct or indirect) of profits, business, anticipated savings or otherwise for any indirect special or consequential loss whatsoever, even if such party was or should have been aware of the likelihood of such loss.

14.4 Notwithstanding any other clause contained herein, our overall liability to you or any of your officers, employees, agents, contractors or other users of the Bins arising out of or in connection with the hire of the Bins is limited to the value of the applicable Order.

14.5 If the Bin is supplied to you in trade, you agree, to the maximum extent possible, that the Consumer Guarantees Act 1993 does not apply.

## 15 Indemnity

You hereby indemnify and agree to hold harmless us (and our directors, officers, employees, agents and authorised representatives) against all loss, damage, liability, actions, proceedings, claims, demands or prosecutions, costs, damages and expense of any kind or nature suffered, incurred, brought or commenced against us (and our directors, officers, employees, agents and authorised representatives) as a result of your fraud, negligence or failure to comply with these terms and conditions.

## 16 Force majeure

- 16.1 Endless will not be liable for any failure or delay in complying with any obligation imposed by these terms and conditions if the failure or delay arises from any circumstance beyond our 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, epidemics or pandemics.
- 16.2 If the delay continues for a period of 5 working days or more, either party may cancel the Order without liability to the other.

## 17 Privacy

- 17.1 Through conducting normal business, Endless may collect your personal information, such as purchase history, contact and delivery details. This information will be held and used in accordance with the Privacy Act 1993 and this clause 17.
- 17.2 You authorise us to collect, retain and use any information about you for the purpose of enforcing any rights under these terms and conditions, or marketing any goods or services provided by us to you or any other party.
- 17.3 Where you are a natural person, the authorities under clause 17.2 are authorities or consents for the purposes of the Privacy Act 1993.
- 17.4 You have the right under the Privacy Act 1993 to obtain access to, and to request the correction of, any personal information concerning you held by us.
- 17.5 You acknowledge that, prior to, during and following the period of hire, we will communicate with you (including by telephone, email and/or text message) for the purpose of performing our obligations in connection with your Order.

## 18 Miscellaneous

- 18.1 While we endeavor to supply correct information on our website at all times, mistakes, errors or omissions may occur. Endless take no responsibility for any loss or damage, direct or indirect, resulting from the use or application of information contained on our website.
- 18.2 Failure by us to enforce any of the terms and conditions contained herein shall not be deemed to be a waiver of any of the rights or obligations we have under these terms and conditions.
- 18.3 In accordance with the NZ Land Transport Safety Authority, NZ Police and the NZ Occupational Health & Safety Authority

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- (Worksafe), overloaded and insecure loads cannot be transported.
- 18.4 These terms and conditions shall be governed and construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 18.5 The singular shall include the plural and vice versa, words importing any gender shall include every other gender and where there is more than one Hirer, these Hirers shall be bound jointly and severally.
- 18.6 A "working day" means any day, other than a Saturday, Sunday or public holiday in Auckland, on which banks are generally open for business.
- 18.7 "Weight Limits" for our Bins are as follows:  
(a) 3 metre (general/green waste) Bin = 500kgs  
(b) 3 metre (hardfill) Bin = unlimited  
(c) 9 metre Bin = 1,500kgs  
(d) 30 metre Bin = 4,500kgs
- 18.8 If anything in these terms and conditions is unenforceable, illegal or void, then it is severed and the rest remains in force, unless the severance would change the underlying principal commercial purpose or effect.
- 18.9 We may assign our rights (including the right to payment) to a third party by notice in writing to you at any time. You shall not assign your rights without our prior written consent.

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## Additional service fees:

| Event                                   | Reason / issue  | Additional Service Fee (inclusive of GST)   | Notes  |
|---|---|---|--|
| <b>We cannot deliver:</b>               | We seek to deliver but are unable to safely access and/or place your Bin for any reason, including, for example and without limitation, due to locked gates, issues with pets, blocked driveway, refused entry, gradient too steep, etc.  | \$99  | Order may be cancelled by us if we cannot reschedule delivery. If we can, the period of hire and hire charges may need to be revised in accordance with clause 3.  |
| <b>Customer reschedules delivery:</b>   | Customer seeks to reschedule delivery providing more than 3 'working days' notice (through our website or by email)   | \$39  | We are not obliged to accept any requests to reschedule delivery and will be entitled to cancel your Order.  |
|   | Customer seeks to reschedule delivery providing less than 3 'working days' notice (through our website or by email)   | \$99 for a 3m or a 9m Bin<br>\$149 for a 30m Bin  |  |
| <b>We cannot collect the Bin:</b>       | Bin is over the specified Weight Limit (as notified to you prior to our acceptance of the Order and further detailed at clause 18) and is unable to be safely collected/removed   | One-off fee:<br><ul style="list-style-type: none"> <li>\$99.00 for a 3m and 9 m Bin</li> <li>\$149 for a 30m Bin.</li> </ul> Additional nightly fee:<br><ul style="list-style-type: none"> <li>\$15 per additional night for a 3m or a 9m Bin</li> <li>\$30 per additional night for a 30m Bin</li> </ul> | In these instances, we will need to collect the Bin on a subsequent date (once the applicable issue has been rectified to our satisfaction), so in addition to these service charges, you will also incur additional hire charges for the additional nights added to the hire period.  |
|   | Bin is not ready for collection for any reason, including, for example and without limitation, if the Bin is overflowing, the Bin has been moved, we can't safely access the site for any reason (including, for example, due to locked gates, issues with pets, blocked driveway, refused entry, gradient too steep, etc.) | One-off fee:<br><ul style="list-style-type: none"> <li>\$99.00 for a 3m and 9 m Bin</li> <li>\$149 for a 30m Bin.</li> </ul> Additional nightly fee:<br><ul style="list-style-type: none"> <li>\$15 per additional night for a 3m or a 9m Bin</li> <li>\$30 per additional night for a 30m Bin</li> </ul> |  |
|   | We identify Prohibited Waste in the Bin prior to collection   | One-off fee:<br><ul style="list-style-type: none"> <li>\$99.00 for a 3m or a 9 m Bin</li> <li>\$149 for a 30m Bin</li> </ul> Additional nightly fee:<br><ul style="list-style-type: none"> <li>\$15 per additional night for a 3m or a 9m Bin</li> <li>\$30 per additional night for a 30m Bin</li> </ul> |  |
| <b>Bin Weight Limit exceeded:</b>       | Bin is over the specified Weight Limit (as notified to you prior to our acceptance of the Order and further detailed at clause 18) but is able to be collected by us  | \$0.15 per excess kg (\$150 per excess tonne)   |  |
| <b>Customer reschedules collection:</b> | Customer seeks to reschedule collection providing more than one working day's notice (through our website or by email)  | One-off fee: Nil<br><br>Additional nightly fee:<br><ul style="list-style-type: none"> <li>\$15 per additional night for a 3m or a 9m Bin</li> <li>\$30 per additional night for a 30m Bin</li> </ul>  | In these instances, we will need to collect the Bin on a subsequent date, so you will also incur additional hire charges for the additional nights added to the hire period.   |
|   | Customer seeks to reschedule collection providing less than one working day's notice (through our website or by email)  | One-off fee:<br><ul style="list-style-type: none"> <li>\$99.00 for a 3m and 9 m Bin</li> <li>\$149 for a 30m Bin.</li> </ul> Additional nightly fee:<br><ul style="list-style-type: none"> <li>\$15 per additional night for a 3m or a 9m Bin</li> <li>\$30 per additional night for a 30m Bin</li> </ul> |  |
| <b>We collect Prohibited Waste:</b>     | We collect a bin containing Prohibited Waste  | One-off fee:<br><ul style="list-style-type: none"> <li>\$99.00 for a 3m or a 9 m Bin</li> <li>\$149 for a 30m Bin</li> </ul>  | In addition, pursuant to clause 15 and clause 5.2(e), you will be liable to reimburse us for:<br><ul style="list-style-type: none"> <li>all fees charged by the applicable transfer station to dispose of the Prohibited Waste; and/or</li> <li>all out of pocket expenses associated with damage to the Bin caused by its exposure to Prohibited Waste (including but not limited to any costs to restore, clean, or decontaminate the Bin).</li> </ul> |
|   | We collect a bin that has been damaged by Prohibited Waste  | See Notes.  |  |