

Terms & Conditions – Trucking and Skip Bins

1. **General**
 - 1.1. Unless specifically varied in writing and agreed to by both parties, all supply and or services performed by Pride Precast (Pty) Ltd ("Pride Precast") for the client ("the services") is subject to these terms and conditions ("terms") read with the tender sent to the client by Pride Precast ("tender"). Should the price of materials and or services to the supply of materials and or services directly relating change, the pricing of the supply and or services will be adjusted to reflect these changes in prices.
 - 1.2. It is understood that the pricing as provided for the rental of skip bin/s ("skip bins") does not at any point transfer the ownership of the skip bin/s to the client.
 - 1.3. Should any supply and or services in addition to that agreed upon in the tender be required, the cost of such supply and or service shall be determined and a new tender sent to the client for acceptance before such additional supply and or service is commenced and the terms shall continue to apply.
 - 1.4. The client hereby agrees to accept electronic documentation and shall receive all relevant information, such as invoices and delivery notes, in a PDF format by email.
2. **Permissions, Building Plans and Land Surveyor Costs**
 - 2.1. The client, through the acceptance of the tender, hereby agrees that all requirements which are legislatively required have been met and any fines imposed, on either the client and/or Pride Precast due to the lack of such approval, are for the clients own account. Pride Precast shall not be held liable for any prosecution and/or any costs incurred for the execution of the directions and/or instructions provided by the client
3. **Delivery supply of goods and services**
 - 3.1. The client is to ensure that either they or their chosen representative is on site to meet Pride Precast upon arrival and to ensure that Pride Precast has access to the drop-off and or collection point.
 - 3.2. The client agrees to ensure that should there be any restriction requirements which may need to be adhered to upon the collection and or delivery of any skip bins and or materials by any other means, this will be pre-arranged with Pride Precast and the cost thereof is to be borne by the client. Should such arrangements not have been made upon Pride Precast's arrival on site and or the client or the client's representative is not available at such a time on site, the client indemnifies Pride Precast from any liability which may be levied to the client for the movement of the skip bins and or material supplied, as Pride Precast shall offload in an area most accessible from the road at it's own discretion. This would include but is not limited to payment of entrance fees through access-controlled points, weight and height restrictions which will disallow for the entrance of any of the vehicles onto the site.
 - 3.3. Pride Precast shall place the skip bins and or other materials being supplied, at the agreed designated area and under no circumstances may the skip bins be moved as this will affect the collection procedure.
 - 3.4. The client is to ensure there is sufficient space for the drop-off and collection of skip bins as well as the offloading of any supplied materials, a minimum of a 1.5m clearance around the drop-off and or collection point should be allowed for.
 - 3.5. The client agrees to ensure that any skip bins 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, and fully indemnify Pride Precast against any legal actions, damages or costs which may occur or be granted against Pride Precast.
 - 3.6. **Should the client not sign a delivery note on delivery of the skip bins, and/or in the event of the client or the client's representative not being on site for signatory purposes, it will be deemed that these terms and conditions are fully accepted upon delivery of the skip bins and/or supply of materials or service and in filling the skip bins provided.**
 - 3.7. **The client agrees to fully indemnify Pride Precast against any liability for personal injury or property damage when instructed verbally at the point of order and or in person on site, or otherwise, by the client or the clients representatives, for any damages caused when directed off public roads, to a place not constructed or generally rated for heavy weights in terms of kerbs, pavements, driveways, footings, pipes, manholes, pits or other obstacles in width, height or however such injury or damage may be caused.**
 - 3.8. The client agrees to pay Pride Precast for any additional costs incurred as a result of being ordered to re-position or remove any skip bins by a statutory or other authority whilst under contract with the customer.
 - 3.9. The client agrees to pay Pride Precast for any damages, repairs or replacement thereof incurred to skip bins, plant or equipment that may be damaged or defaced whilst on hire or on site and being in the possession of the client.
 - 3.10. Should the client fail to clear the site to allow for access to the drop-off and or collection point, as agreed prior to the date of delivery of the skip bin and or materials and or collection of rubble, where it is agreed that Pride Precast will load such rubble, Pride Precast shall have the right to, without prejudice to any other rights it is entitled to herein, leave the site without commencing with the delivery of the skip bins and or supplied materials and or loading of rubble, and or collection of the skip bins. The client shall be liable for a minimum call out fee in the sum of R 1 000.00 plus VAT in respect of the wasted transport and labour costs
 - 3.11. In addition, the cost of any compressor and/or specialist tools required to clear the site of obstructions shall be for the client's own account.
 - 3.12. Should the client require the site to be cleared for the placement of skip bins and or the delivery of materials supplies, and it is necessary for Pride Precast to do so, the client shall be charged a clearing rate of a minimum of R360.00 plus VAT per hour unless otherwise pre-agreed as a part of the tender process.
 - 3.13. Pride Precast requires a minimum of 24 - 48 hours' notice for the delivery of skip bins and or other materials supplied.
 - 3.14. Once off rentals of skip bins are for a maximum period of 5 days irrespective of which days of the week this may be. Skip bins on site for a longer period without prior arrangement, will be charged an additional daily hire fee of R 350.00 plus VAT per day.
 - 3.15. By accepting delivery of Pride Precast skip bins, supplied materials and or services, the client, hirer, or representative thereof, is fully accepting the terms and conditions as set out for skip bins hire and or the supply and or services as provided by Pride Precast.
4. **Collection of rubble and skip bins**
 - 4.1. Skip bins and or truck/s will not be filled above the top rim and or markings as indicated within the skip bins and or truck/s, and there will be no items or waste protruding above and or from any direction whatsoever of the skip bins and or trucks, and all waste will be confined within the skip bins and or truck/s load body capacity. Any material loaded into the skip bins and or trucks is only be filled to the indicated marking inside the skip bins and or trucks.
 - 4.2. In the event of overloaded skip bins and or truck/s, when loaded by the client and or representatives of the client, Pride Precast reserves the right under the Road Traffic Act and Workplace Health and Safety Act to refuse to lift the skip bins and or leave site with the skip bins and or trucks. Should it be required of Pride Precast to ensure another vehicle is brought to site to correct the violation, an additional collection fee shall be payable by the client to Pride Precast along with standing fees of a minimum of R360.00 plus vat per hour. Should the skip bins be left on site, the initial delivery fee shall be payable by the client in addition to the delivery fee for the final and actual date of collection. Should skip bins and or trucks be overloaded, and additional charges be payable at the point of drop off, this will be for the account of the client. Pride Precast reserves the right to adjust the contractual pricing for such disposals should any overloading be noted either on site at the point of collection and or not noted on site but found to be the case upon the disposal of such materials in line with clause 4.5. and 4.6.
 - 4.3. Skip bins and or truck/s will not contain any prohibited items such as asbestos / tyres / paints / liquids / foodstuffs / combustibles or gases, and no fires are to be lit in the skip bins. In addition to these above-mentioned restrictions, no corrosive acid or noxious substance, liquid cement or concrete maybe placed in the hire item(s).
 - 4.4. Should any of the above prohibited items be found to be in the skip bins and or truck/s, the client is solely liable for all separation, environmental clean-up, administration and disposal/transport/hygiene costs arising there from ("impairment costs") and or any other fees and or fines imposed by any regulatory body against Pride Precast for such occurrences and or the disposal thereof and or the correction of the infringement.
 - 4.5. As per the regulations of the City of Cape Town all building rubble is to be demarcated as either clean rubble or mix rubble on entry to the dump sites as marked out for these purposes by the City of Cape Town. A fee for the disposal of such waste is levied upon Pride Precast by weight and paid per ton whether this is a full ton or only part thereof, such a fee is a part of the charges as due to Pride Precast by the client and pricing for such services are adjusted as and when the City of Cape Town amends any such levies. Increases of this nature are over and above any contractual agreement for such services and fall outside the price increases of the services and or material supply and or delivery fees as due to Pride Precast. These fees are paid in advance to the City of Cape Town by Pride Precast and the client shall be billed for such fees as per the actual weight per the scales of the City of Cape Town upon entering the facilities of the City of Cape Town.
 - 4.6. Should Pride Precast at the point of disposal be advised by the City of Cape Town that clean rubble as advised by the client, is by definition of the City of Cape Town "mix" rubble and any fees for the disposal and or any other fees directly related to such an occurrence, such as impound fees and or any other fees, the pricing for such a load shall be adjusted in line with the disposal as "mix" rubble and the additional fees levied against Pride Precast shall be recuperated from the client.
 - 4.7. Should the skip bins be damaged and in need of repair and or are beyond repair and or stolen while in the care of the client, Pride Precast reserves the right to claim the full repair and or replacement value of the skip bins and or truck/s from the client based on the fair value market price for such a repair and or replacement at the time of the occurrence.
 - 4.8. In the event of a skip bin not being available for collection on its designated pick up day, and unless previous arrangements have been made for extended hire, additional transport charges and hire charges will be applied for wasted journey(s).
 - 4.9. Pride Precast requires a minimum of 24 business hours' notice for collecting the skip bins and or other materials such as building rubble unless otherwise pre-arranged. Pride Precast reserves the right to amend the notice period as is required by the day to day operations.
5. **Cancellations**
 - 5.1. The client will be entitled to cancel or vary an order provided that Pride Precast receives written notice of variation or cancellation no less than 48 Hours before the delivery and or collection date.
 - 5.2. Should the cancellation not be communicated to Pride Precast timeously by the client, the client may be charged for the transportation and or labour costs and or any other fees incurred by Pride Precast.
 - 5.3. Any other variation to the clients order will be granted at Pride Precast's sole discretion and subject to payment of reasonable costs. In the event an order is cancelled by Pride Precast the customer will receive a full refund of any monies paid in advance for the cancelled order.
6. **Warranties and Guarantees**
 - 6.1. It is agreed that no representations, inducements or warranties, verbal or written, other than those contained in this document have been made or imported into the terms.
 - 6.2. Pride Precast shall not be liable for any delay, and or damage caused, due to a shortage of essential material, inclement weather or any other cause whatsoever, including but not limited to loss of water and or electricity. Pride Precast undertakes to notify the client of their intention to collect and or deliver any materials and or services, should there have been a delay.
 - 6.3. Pride Precast shall not be liable for any loss or damage resulting from ground subsidence and the client hereby indemnifies Pride Precast against any loss or damage resulting from such.
 - 6.4. Where the client requires Pride Precast to remove rubble, an agreement on the cost of removal shall be reached between the parties and reduced to writing subject to the terms. Should there be a need for Pride Precast to separate the rubble in line with the requirements as per clause 4.5 and 4.6..
 - 6.5. The client and or its representative shall clearly indicate to Pride Precast, its salesman, or other authorised representative, the positioning of the skip bins and or the offloading of materials supplied. Pride Precast relies solely on the client's instructions in this regard and the client shall be solely responsible for any placement which encroaches on any neighbouring property.
 - 6.6. In the event of the client and or the client's representative not being present at the time of delivery, Pride Precast is entitled to place the skip bin and or materials supplied in accordance with its own discretion and it is agreed that such a placement is at the sole risk of the client.
7. **Payment**
 - 7.1. Any outstanding monies due to Pride Precast shall be paid to them prior to the collection of the skip bins and or any supply of materials and or collection of materials such as building rubble. The price of the hiring of the skip bins and or any other service and or materials, is as stated at the time of acceptance of the tender, unless otherwise expressly agreed in writing by Pride Precast.
 - 7.2. The client agrees that such delivery and or collection of said materials and or skip bins shall only take place once Pride Precast has received proof of payment for the full amount due and said amount reflects in the account of Pride Precast free of transfer as appear in these terms
 - 7.3. Should the client hold an account with Pride Precast, the client shall receive invoices monthly in a .pdf format, for materials provided and or collections and or skip bin hiring fees. Payment for deliveries and or collections for account holders are payable upon presentation of the invoice/s.
 - 7.4. Should an alternative payment arrangement be required, an application shall need to be completed by the client. Approval thereof is at the sole discretion of the Directors of Pride Precast.
 - 7.5. Any amounts not paid timeously in accordance with these terms shall accrue interest in the amount of 15.5% compounded monthly. This interest shall accrue from the time the client is placed in mora up until the full outstanding amount is paid in full.
8. **Breach**
 - 8.1. Pride Precast is entitled to withhold ordered goods from the client should the client fail to make any payment when that payment is due in terms of these terms.
 - 8.2. Should the client fail to make payment as provided for in clause 7.1 and 7.3 hereof an additional amount equivalent to 10% of the outstanding balance shall be payable by the client to Pride Precast in respect of liquidated damages (which are not a punitive penalty or payment) ("the liquidated damages"). The liquidated damages constitute minimum damages that Pride Precast would suffer pursuant to the client's breach of these terms and Pride Precast shall be entitled to claim further damages as it may suffer in excess thereof.
 - 8.3. The client shall be liable for all legal expenses that are incurred by Pride Precast to recover any outstanding amounts owed to it by the client in addition to any outstanding amounts for services rendered.
 - 8.4. Pride Precast may revise these terms and conditions from time-to-time. Revised terms and conditions will apply from their date of publication on the Pride Precast website. Please check this page regularly to ensure you are familiar with the current version.

Bank Details

Account Name:	Pride Precast	
Bank Name:	ABSA	FNB
Account Number:	4079371270	62763780296
Branch Code:	632005	254005
Reference:	Tender Number and Surname	

Initial: _____