

By using or engaging in our service(s), you hereby acknowledge and agree to the terms and conditions below. RCT Bins takes most orders over the phone or via our website. Therefore in most cases we are unable to obtain a written and/or signed service agreement. For all intents and purposes regarding financial/legal issues, the terms and conditions found here shall legally constitute a legally binding service agreement. IF YOU DO NOT AGREE WITH THESE TERMS AND OR CONDITIONS, DO NOT USE OUR SERVICE(S).

All customers are responsible for the total weight of the contents of their bin. All customers are responsible for scheduling the removal of their bin with dispatch. All customers are responsible for ensuring their bin is not overloaded.

All bin rentals are subject to the following:

#### **Standard Terms and Conditions**

CLIENT to supply full access to job site throughout project, including sufficient area for placement of material and equipment. Bins must be accessible for pickup (example: clear of cars, snow piles, powerlines or tree branches so trucks have room to deliver and pick up the bin and in a safe manner.) Other valid reasons for missed pickup may be overloaded bins or material heaped and or hanging over the sides of the bin. If the bin cannot be picked up in a safe manner this results in a missed pickup charge of anywhere between \$50 - \$200 depending on location of pickup. This fee is applied to cover the cost of the drivers pay, fuel and time for re-routing drivers from their planned schedule.

**UNACCEPTABLE WASTE STREAMS (UNLESS SPECIAL PRICING RECEIVED)**– Including but not limited to Fertilizers, Oils, Sharps, Hazardous Materials, Fluorescent lights, Propane tanks. Discovery of contaminated materials will be discussed with the owner prior to disposal and will be charged accordingly.

The Seller does not take responsibility for damages in placement of material and equipment. Damages will be dealt with on a case by case basis.

Bins must be dumped at a minimum of once per month or an inactivity charge of \$100.00/Month will be applied automatically to the invoice.

**EMERGENCY LIFT RATES** – RCT Bins prides itself on same day/next day service although due to a busy schedule at times, this may not always be possible. If we cannot accommodate your pickup in the time required then an emergency lift rate of \$125.00 may apply (if customer decides to proceed with emergency lift).

**CANCELLATION FEE POLICY** – a cancellation fee of \$50.00 may apply when RCT is given less than 24 hours notice that you want a cancelled delivery or pickup.

**DELIVERY AND PICKUP OF BINS / ACTS OF GOD** – RCT makes every effort possible to ensure timely and reliable delivery and pickup of bins. Delivery promises are contingent upon lockout, work stoppages, availability of materials, acts of God, or from other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage, which might result there from. The Seller will endeavour to maintain schedules, but cannot guarantee to do so. Time for delivery shall not be of the essence of this contract. The Seller is not liable for any loss or damages resulting from delay, howsoever caused or occasioned.

**EXTRAS TO CONTRACT/DEMURRAGE CHARGES**– Charged on time and material basis and subject to same terms as contract. Drop and Pick rates include up to 15 minutes on site. If this is delayed by the customer not being prepared for the bin placement, every quarter hour will be charged at a rate of \$25.00.

**SUBSEQUENT AGREEMENTS** – Any other forms of agreements or extras entered into between the parties hereto with respect to the work required by this agreement shall be subject to the provisions of this agreement and in the event of any variance between the provisions of such other agreement and the provisions herein, the provisions herein set forth shall prevail.

**INDEMNITY** – The Seller agrees that he is covered by the Workplace Safety and Insurance Board as required under law at the time and place of work. In addition, General Liability Insurance and Environmental Impairment Insurance for no less than \$2 million inclusive limits or as required by law whichever is greater.

**PAYMENT TERMS** – Terms are **NET 30** days from the invoice date on construction, service or installation work, unless otherwise specified. Any payment or payments, not made by the Buyer in accordance with the terms above, shall bear interest at the rate of 2% per month (26.84% per annum) from thirty days after the date of invoice. Overdue invoices are subject to the limitations contained in the Construction Lien Act, 1990. In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorney fees, and agrees to the jurisdiction of the Province of Ontario.

**CREDIT CARD AUTHORIZATION** – If you do not have an account with RCT Bins, we require a \$500.00 deposit on credit card prior to delivery of bin. Due to the fact that we accept payment via credit card by phone **before** delivery of container and due to a level of uncertainty, because fees and or charges can apply after the initial bin order, you agree to give authorization to RCT Bins to retain your credit card information for up to 120 days after your bin rental and charge your card any associated fees that may apply.

**ENVIRONMENTAL FEE (Environmental, Fuel, Licensing) EFL** extra  
**TAXES** – HST is extra