

Terms & Conditions

1. **Bob's Bags and Bob's Bags & Bins are registered trading names for The Ken and Angela Rogers Family Trust.**
2. **Operation of Web site:** The website will invite you to supply certain information regarding your service requirements. On this basis of that information, Bob's Bags or Bob's Bags & Bins will provide a quotation for services matching your requirements.
3. **Submitting Orders:** Submitting a purchase order to the website or a verbal order over the phone constitutes an offer to enter into a contract for the provision of garden waste removal services with Bob's Bags and/or Bob's Bags & Bins. On receipt of confirmation of that order, you will be bound by a contract to purchase the services requested in the purchase order, subject to your rights to cancel or vary the order set out in clause 10 of these terms and conditions.
4. **Terms:** Bob's Bags and/or Bob's Bags & Bins will supply services to you on these terms only (as may be amended from time to time). The only circumstance where any variation to these terms will apply is where Bob's Bags or Bob's Bags & Bins have expressly agreed in writing to that variation. If there is any conflict with other terms of trade, these terms will take priority over other terms of trade.
5. **Price:** The price of the goods or service is that stated on the website at the time of acceptance of your purchase order, unless otherwise expressly agreed in writing by Bob's Bags or Bob's Bags & Bins. The prices include goods and services tax (**GST**). Bob's Bags and Bob's Bags & Bins reserve the right to vary these prices.
6. **Payment:** You must make payment for your order within 7 days of the service being provided. By paying your first upfront payment, you are agreeing that you have read and agree to abide by these terms and conditions.
7. **Delivery and Servicing:** Bob's Bags or Bob's Bags & Bins will deliver and service Bags or Bins on the agreed delivery date, however delivery times may vary. If we are required to service or place the bag or bin inside the property, we shall do so with care but no responsibility.
8. **Use of Bins and Bags:** While garden bins or bags are in your possession, you will not:
 - (a) Light fires in the bin or bag.
 - (b) Place or allow to be placed into the bin any liquids or any explosive, toxic, dangerous, hazardous or noxious materials including but not limited to asbestos, acids, solvents, minerals, greases, paint, stones, dirt, cardboard or household rubbish.
 - (c) Fill any bin higher than the top of its sides and in such a manner as to prevent spillage of garden waste from the bag or bin.
 - (d) Remove any bag or bin from a property without Bob's Bags or Bob's Bags & Bins consent.
9. **Risk:** You will be liable for any damage to bags or bins which occur while in your possession, subject to fair wear and tear.
10. **Service Cancellation and Variation:** You will be entitled to cancel or vary a service provided that Bob's Bags or Bob's Bags & Bins receives notice of variation or cancellation no less than 2 working days prior to the next service date marked on your collection calendar. Bags and bins will only be removed on your scheduled service days and a final collection fee will apply. Any other variation to your order will be granted at Bob's Bags or Bob's Bags & Bins sole discretion and subject to payment of reasonable cost.

In the event a service is cancelled the customer will receive a full refund of any monies paid in advance for the cancelled service.

11. Limitation of Liability: The liability of Bob's Bags and Bob's Bags & Bins for any claim, damages, loss or expense related to the supply of service is limited to the cost paid by you for those services except where statute expressly requires otherwise. To the fullest extent permitted by law Bob's Bags and Bob's Bags & Bins will not be liable in any event whether in tort (including negligence) contract or otherwise for any loss of profits or any consequential or special damage, loss or injury of any kind suffered by you or any other person.

12. Force Majeure: Bob's Bags and Bob's Bags & Bins will not be liable for any failure or delay in complying with any obligation imposed by these terms if the failure or delay arises from an any circumstance beyond Bob's Bags and Bob's Bags & Bins 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.

13. Changes to Terms and Conditions: Bob's Bags and Bob's Bags & Bins may alter these terms at any time by placing notification that the terms have been revised on the website. By continuing to access the website, you agree to be bound by the amended terms and conditions.

14. Waiver: If at any time Bob's Bags or Bob's Bags & Bins does not enforce any of these terms or grant you time or other indulgence, Bob's Bags and Bob's Bags & Bins will not be construed as having waived that term or its rights to later enforce that or any other term.

15. Severability: If any portion of these terms is deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.

16. Governing Law: These terms will be governed by Australian law and you agree to submit to the exclusive jurisdiction of the Queensland Courts.