

Skip Hire Terms & Conditions

1. Definition of Use and General

- i 'Customer' refers to the company or person that has requested the hire equipment from the Name of the Company over Leaf.
- ii 'Equipment' refers to skips, plant or goods that have been hired / purchased the Name of the Company over Leaf.
- iii 'Site' refers to where the equipment is to be deposited at the request of the customer.
- iv 'Vehicle' refers to the owners vehicle.
- v The parties to this contract are the 'Hirer' and the Name and Address of the Company over Leaf .

2. Equipment Use

Customers warrant with respect to each skip ordered to be placed other than on private property:

- i The hirer undertakes that he has lawfully obtained every necessary authority or licence from the local authority which may be required in connection with the use of the container supplied under this.
 - ii That the said permission will be kept in force by the extension or renewal as necessary until either the skip is removed or until the expiry of three working days' notice is given for us to remove the container.
 - iii That they will ensure the observation and performance at all times of all the conditions subject to which the aforesaid permission is granted and in particular will ensure that the skip is properly lighted throughout the hours of darkness.
 - iv That they will ensure that at the time of collection there is a clear space at one end of the skip of not less than thirty feet to enable the vehicle necessary access to effect the collection and removal.
 - v Unless specifically otherwise agreed in writing customers shall themselves provide three marker cones by day and three cones plus six yellow lights on the skip during the hours of darkness as required by the Highways Act 1980 if the same is placed on the Public highway (including grass verges and footpaths or pavements) or anywhere else where damage to property or injury to third parties is reasonably foreseeable.
 - vi The Customer warrants:

A. That the waste material to be placed in the containers falls within the meaning of "prescribed cases" under Section 3 of the Control of Pollution Act 1974 (hereinafter referred to as the "1974 Act") and Regulation 4 of the Control of Pollution (Licensing of Waste Disposal) regulation 1975 (hereinafter referred to as the "1976 Regulations") and any subsequent

B. Regulations issued by the Secretary of State for the Environment under the 1974 Act which are in force on the date of the removal of each loaded container, or

C. That the requisite licence has been issued under Section 5 of the 1974 Act; AND

D. That the waste material to be removed or disposed of in the container does not come within the definition of "Special Waste" contained in the Control of Pollution (Special Waste) **E.** Regulations 1980 (for excluded material refer to section 4.i)

F. All Activities undertaken by the Customer which may be subject to regulation under the Duty of Care (Section 34) of The Environmental Protection Act (1990) are fully compliant with the legislation and do not detrimentally effect the compliance of Solutions with the said legislation.

viii Customer's requesting or ordering vehicles delivering or collecting skips to leave the road shall re-imburse the Company over leaf in full respect of any loss, costs, claims, damages or expenses we may thereby sustain whether it is as a result of damage to the vehicle to the skip or to the property of the customer or third party including damage to the road margins and pavements.

ix Customers shall re-imburse the company over leaf in respect of any loss or damage to the skips whilst on hire to them from whatsoever cause the same may arise (fair weather and tear expected). The customer shall also fully indemnify the company over leaf in respect of any claim for injuries to persons or property arising out of the use of the skips whilst on hire to them howsoever the same maybe cause or arise, and in particular customers undertake:

A. NOT TO LIGHT FIRES in the skip or to burn anything herein.

B. Not to place any corrosive acid or noxious substance nor liquid cement or concrete in the skip.

C. To ensure that the skip is not filled above the sides thereof

D. To pay all the extra expense and costs including possibly a new container which may result from non-observance of the above.

x Two clear working day's notice is required to terminate the hiring of the skip. Customers undertake to fill the skip within the period of the licence granted under the Highways Act and to give Company over leaf of its readiness for collection.

xi In event of the Highway Authority or the Police exercising their powers to, or cause us to, light, move or remove the skip during the period of the hire the customer is responsible for all costs thereby incurred.

xii The hire cost includes 7 days hire (including the day of delivery) unless otherwise agreed. The Company over leaf reserves the right to charge for any extra days and / or collect the skip once the 7 days are up. We are not required to give prior notification of our intention to remove the skip once the 7 days have expired.

xiii The Customer hereby gives irrevocable right and licence to Company over leaf and its designees to enter any premises at any time (whether during the term of the Contract or after its termination) with or without vehicles and with or without notice for the purpose of accessing and/or removing the Equipment. The Customer shall provide unobstructed and safe access to the Equipment on any scheduled or other collection day, and such access shall include a clear access space of at least 30 feet at one end of the Equipment. If the Equipment is inaccessible so that any scheduled pick up cannot be made, the company over leaf will promptly notify the Customer and give the Customer a reasonable opportunity to provide the required access, however Company over leaf reserves the right to charge to the Customer any wasted or additional collection costs incurred due to the Customer's failure to provide such access.

3. Consequential Loss

i Company over leaf shall not be liable for any consequential losses, expenses, liabilities, claims or proceedings howsoever caused by, or arising out of, the late delivery, non-delivery, or unsuitability of the equipment.

ii The Customer shall be responsible for ensuring sufficient access to the site. Should the vehicle be unable to deliver due to restrictions with access, howsoever caused, the Hirer will be deemed to be responsible, and will be responsible for the cost of the failed delivery which will be no less than 50% of the overall cost paid or agreed.

4. Restricted Material (Materials not accepted)

Fridges / Freezers, Clinical / Medical Waste, Batteries, Tyres, Florescent Tubes, Plasterboard (please speak to our staff as we can accept but this is chargeable), Paint Cans, Solvents, Hazardous / Toxic Material

TV's / Monitors, Liquids, Gas Cylinders, Asbestos, Oil, Mattresses

Surcharges will apply where these items have been deposited without the permission.

5. Payment Terms

If the customer shall make default in punctual payment on the sums to be paid by him for the hire of the said skip, or shall fail to observe and perform the terms and conditions of this agreement on his part to be observed and performed or if the Customer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the said skip may be prejudiced or put in jeopardy this agreement shall forthwith determine (without notice or other act on the part of the Owner's and notwithstanding that the Owner's may have waived some previous default or matter of the same or like nature) and it shall thereupon be lawful for the Owner's to retake possession of the said skip and for the purpose to enter into or upon any premises where the same may be and the determination of the hiring under the clause shall not affect the rights of the Owner's to recover from the Customer any monies due to the Owner's under this Agreement for damages or breach thereof.