

## **Terms & Conditions of Skip Hire**

**DEFINITIONS & GENERAL** 1.1 This Contract is for the provision of waste equipment & waste services ('Equipment'), the hire of items and accessories ('Plant'). The parties to the Contract are: (i) the 'Hirer' &, where the Hirer is not an individual acting in person, the 'Signatory' at the point of delivery. (ii) (BSH) Burton Skip Hire Ltd, Reg Office: The Cottage, Rough Hayes, Needwood, Burton on Trent, Staffs DE13 9PX 1.2 'Waste' means all waste as described by the Hirer & as agreed by (BSH) & the Hirer to be removed from the Hirer's site & excludes: (i) substances hazardous to health such as toxic or corrosive materials or liquids (ii) any liquids of any kind whether contained or not (iii) cans, drums or other containers of any kind unless they are empty & crushed: so incapable of carrying any liquid (iv) medical waste or animal carcasses of any kind or quantity (v) any other material not listed above however considered unsuitable for containment e.g. malodorous waste. Section 34 (1) of the Environment Protection Act 1990 requires that a description of the type of waste (to be placed in a skip for example) be given, 'The description must provide enough information to enable subsequent holders to avoid mismanaging the waste...' This description must be given at the time of booking each skip. 1.3 These Terms and Conditions shall apply to the hire of Equipment and to the hire of all Plant between (BSH) & the Hirer & shall not be overridden by any terms & conditions of the Hirer. 1.4 Acceptance of the Equipment or Plant on site by the Hirer or its delivery on site in accordance with the Hirer's instructions signifies acceptance of these Terms and Conditions unless otherwise agreed in writing. 1.5 BSH may terminate the Contract & repossess Equipment or Plant without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach or is involved in insolvency or liquidation proceedings. 1.6 Where (BSH) act as managing agent for the sourcing of Equipment or Plant, these Terms & Conditions may be subject to further specific conditions. 1.7 The Terms & Conditions shall be governed & construed according to the laws of England. **2 USE OF EQUIPMENT ON SITE** The Hirer will conform with all statutory regulations & byelaws of local or statutory authorities that apply to the Equipment or the Waste. The Hirer shall not: (i) place or cause to be placed in the Equipment any thing other than Waste (ii) overload the Equipment. Section 34 of the Environment Act 1990 states that any person who produces waste is bound by a duty of care '...to prevent the escape of waste, that is, to contain it.' Equipment therefore must not be overloaded above its maximum capacity. In the case of a skip, that is, not higher than the sides of the skip. It is illegal to transport overloaded skips (iii) set fire to the contents of the Equipment (iv) interfere with the mechanism of the Equipment (v) & on or attach to, the Equipment any painting, sign-writing, lettering or advertising (vi) remove, deface or conceal any name plate or mark indicating the owner of the Equipment and afford at all reasonable times access to the Equipment to inspect or repair such name plates or marks (vii) move the Equipment from its point of delivery on site by any method whatsoever. **3 HIRE CHARGES** 3.1 The stated hire charges are for the duration of the Contract may include weekends & Bank Holidays 3.2 Hire charges include carriage & delivery. A maximum of 30 minutes attendance by the delivery vehicle at the address specified by the Hirer is included. 3.3 Abortive carriage charges may be levied when delivery or collection has not been possible when undertaken in accordance with the Hirer's instructions. 3.4 Where an approved credit or debit card transaction has taken place and subsequent payment shortfalls arise (e.g. in the case of unsuitable waste), (BSH) may process for payment the balance due. Similarly, (BHS) may process part payments at interim stages of the Contract. 3.5 Once an order is placed with (BSH) a minimum period of 24 hours is required to cancel the order. Cancelled orders within 24 hours will be subject a surcharge of 10%. **4 PAYMENT TERMS:** authorised credit clients are 30 days net from date of invoice. In accordance with 'Late Payment of Commercial Debts (Interest) Act 1998', (BSH) reserves the right to charge interest on late payment of commercial debts at base rate + 8%. The Hirer will pay all monies outstanding, on demand including interest on amounts overdue and will be liable for reasonable legal charges incurred by (BSH) in the recovery of all amounts due. **5 LOADING & UNLOADING PLANT** The Hirer shall be responsible for loading & unloading the Site at the Hirer's site. A driver who helps load or unload Site is deemed to be an employee of the Hirer and the provisions of paragraph 6 shall apply. **6 RESPONSIBILITY OF OPERATIVES** When an operative is under the direction & control of

the Hirer. The operative shall for all purposes connected with such employment be regarded as the servant of the Hirer who alone shall be responsible for all claims arising in connection with the delivery, preparation or operation of the Plant. (BSH) shall have no liability for any loss or damage caused by any act or omission whatsoever of an operative or the consequences thereof. The Hirer shall fully and completely indemnify (BSH) in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs & charges in connection therewith & arising out of or in connection with any act or omission of the operative whilst the Hirer is responsible for him & whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the operative. **7 SIGNATORY RESPONSIBILITY** Persons signing documents on site warrants that he has the authority of the Hirer to make the contract on the Hirer's behalf. (BSH) shall be entitled to treat the Hirer as contractually bound by these Terms and Conditions unless the Hirer can demonstrate that there were no reasonable grounds to believe that such person had authority to bind the Hirer. **8 LOST, DAMAGED OR UNCLEAN EQUIPMENT.** The Hirer must immediately notify both (BSH) and the police of any loss or theft of the Equipment or Plant. If an item of Equipment or Plant is reported stolen, it must be accompanied with an incident number obtained from the police in order to terminate the hire. When the Equipment or Plant is not returned or is returned incomplete, the liability of the Hirer shall only cease when the Hirer pays the manufacturer's current list price for the missing or incomplete item of Equipment or Plant. The Hirer agrees to pay all costs incurred in rectifying the condition of the Equipment or Plant if it is returned damaged, unclean or incomplete. In the case of Plant, hire charges will continue until such rectification is complete. **9 SECURITY OF EQUIPMENT & PLANT** The Hirer shall not sell or otherwise part with possession &/or control of the Equipment or Plant and shall remain responsible for the Equipment or Plant and its safekeeping during the hire period. Equipment or Plant must not be removed without the authority of (BSH) from the address to which the Equipment or Plant has been delivered. The Hirer shall keep the site at which the Equipment or Plant is located safe and secure. **10 ACCESS & GROUND CONDITIONS** The Hirer is responsible for the provision of free & suitable access to & from the site (inc' the removal & reinstatement of local obstructions) & for ensuring suitable ground conditions for the collection of Equipment or Plant. No responsibility will be accepted for damage to any surface over which the Equipment of Plant has been moved to reach its intended position of use and the Hirer should therefore take steps to protect surfaces (paving slabs, soft ground and the like) before delivery of the Equipment or Plant. **11 HIRER'S RESPONSIBILITY-THIRD PARTIES** Hirer shall fully & completely indemnify (BSH) in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection with & arising from or in connection with the use of the Equipment or Plant. **12 CONSEQUENTIAL LOSSES** (BSH) shall not be liable for any consequential losses, expenses, liabilities, claims or proceedings whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability or repossession of the Equipment or Plant. **13 INSURANCE & NOTIFICATION OF ACCIDENTS** The Hirer shall be responsible for obtaining all prudent insurance cover, including third party liability & cover against loss or damage to the Equipment. The Hirer shall produce on demand to (BSH) a copy of the policy or policies. The Hirer shall hold on trust all policy proceeds in or towards satisfaction of the Hirer's obligations above. If the Equipment is involved in any accident resulting in injury to persons/damage to property, immediate notice must be given to (BSH) by telephone & confirmed in writing. **14 PERIOD & DETERMINATION OF HIRE** If the Hirer is an individual within the meaning of the Consumer Credit Act 1974, the maximum period of hire shall be 2 months. (BSH) shall be entitled at any time & for any reason whatsoever and without explanation to terminate with immediate effect the hire contract and to repossess the Equipment or Plant. **15 REFUND POLICY** Application for refunds must be sent directly to (BSH) in writing addressed to the Managing Director for consideration by The Company Management. Decisions will be made within 4 weeks of receipt of application, and refunds to successful applications made within 14 days of decision. **16. PRICING POLICY** (BSH) reserves the right to change prices, discount schemes and promotion at any time.