

## SKIP HIRE

- (a) All the terms and conditions printed here apply to any contract with us for the temporary supply and removal of skips ("skip hire") as they apply to the purchase of goods mutatis mutandi, with the exception of sub-clauses 6(a),(f) and (i) and clauses 7, 8, 9, 12 and 14, in addition to and save as varied by the terms and conditions set in this clause 15 which apply only to such skip hire.
- (b) You understand and agree that we may sub-contract with other persons for the skip hire. We recommend that you ensure you are insured in respect of your liability when hiring a Container under this contract
- (c) Definitions relating to skip hire (applicable to this clause 15 only)
  - (i) 'Site' and 'Delivery Address' mean your address or such other place you specify and agreed by us in advance.
  - (ii) 'Skip' and 'Container' mean a skip or any other container hired from us, whether or not we sub-contract with another party for its supply. If we subcontract its hire from a third party, that third party shall be the subcontractor referred to herein.
  - (iii) The 'Hire Period' means the period from when the Container is delivered to the Site until it is collected therefrom.
- (d) Maximum period of hire  
If you are an individual, a partnership or any other unincorporated body and notwithstanding any other term, the Hire Period shall be no more than 3 months and you must restore the Container to us or our subcontractor before the last day of the Hire Period and in accordance with clause 15(o).
- (e) Type and condition of Container
  - (i) We cannot and do not warrant that the Container supplied shall be fit for any purpose.
  - (ii) You must satisfy yourself as to the type capacity size at the time of ordering the Container.
  - (iii) Unless notice to the contrary is received by us or our subcontractor within 24 hours of supply, the Container shall be deemed to be in good order and condition.
- (f) Delivery Loading Unloading And Collection
  - (i) We shall be responsible for delivering the Container to the Site and for its collection from the Site at the end of the Hire Period.
  - (ii) Any employee servant officer or agent of yours who you direct authorize or allow to supervise the delivery loading unloading and/or collection of the Container shall be deemed to be under your control and you will be responsible to us for any damage caused to the Container under such supervision. If you direct that the delivery loading unloading and/or collection of the Container is to be off the public highway, you will be responsible for any and all damage to the Container or any person's property caused by or during such delivery loading unloading and collection.
- (g) The Container must not be moved from the Site without our written authority or that of our subcontractor.
- (h) The Container must not be re-hired, sublet, or lent to any third party without our written authority or that of our subcontractor.
- (i) Maintenance, operation and use of Container
  - (i) You shall at all times keep yourself acquainted with the state and condition of the Container and ensure that it remains in good condition safe and serviceable.
  - (ii) You shall not use or permit the use of the Container for any purpose other than as a waste container.
  - (iii) You undertake to use and permit the use of the Container only in accordance with any relevant operating and safety instructions that that may be supplied with it.
  - (iv) You must not make or permit any person to make any alternations or modifications to the Container.
  - (v) You warrant that all officers employees servants and agents of yours will have been instructed in the safe use and operation of the Container and you undertake to ensure that any other user of the Container will also be accordingly instructed before using it.
  - (vi) You warrant that (unless we or our subcontractor have agreed otherwise) you have obtained all consents licenses permissions authorisations and the like which are or may be required for the use and siting of the Container. In particular, where the Container is to be sited on a public highway or path, you warrant that the relevant highway authorities have given you permission to site it there. You warrant and undertake to comply with all conditions made and instructions provided or directed by the such authorities.
  - (vii) You shall provide and maintain adequate warning lights signs and/or cones as may be necessary or desirable on each Container left on or near a public highway or any other place where damage or injury to third parties could be caused whilst it is in your possession custody or control and at any other time when it is on Site during the Hire Period.
  - (viii) You will ensure that the Container is not left in a dangerous condition whilst in your possession custody or control or on Site or during the Hire Period, by reason of the nature state or condition of loading of materials or otherwise and you will ensure that the Container is not overloaded or unevenly dangerously or improperly loaded, for example with heavy dangerous or bulky material on the top.
  - (ix) You will not permit dangerous corrosive harmful poisonous or toxic substances or any other contaminated material, gas cylinders or tyres to be put into the Container.
  - (x) Our subcontractors and we may refuse to collect the Container if we have reason to believe that you have acted or permitted any person to act in breach of paragraphs (ii), (iv), (viii) or (ix) above the Hire Period shall then continue at your risk and expense until any such breaches have been remedied to our reasonable satisfaction.
  - (xi) If we do collect the Container, you will indemnify us and our subcontractor against all costs resulting from or incurred in remedying any breach of paragraphs (ii), (iv), (viii) or (ix) above.
- (j) You shall at all reasonable times allow us or our subcontractor or our insurers to have access to the Container to inspect and collect it.
- (k) If the Container is involved in any accident resulting in damage to it or to any other property or injury to any person, you must notify us and/or our subcontractor immediately. You warrant that you will always act in full compliance with the law and all lawful directions of the police or other public authority in event of any such accident.
- (l) Responsibility for loss or damage
  - (i) During the Hire Period you shall be liable to us and our subcontractor for the loss of and/or any damage to the Container from

any cause whatsoever except fair wear and tear.

- (ii) In the event of loss of or damage to the Container, the agreed periodic charges shall continue as if the hire of the Container continued, until such time as you pay us for the costs under paragraph (i) above.

(m) Indemnity against claims

- (i) You will indemnify us in respect of all claims by any person whatsoever for injury to persons or property caused by or in connection with or arising out of the use possession delivery loading unloading or collection of the Container and in respect of all costs and charges resulting therefrom or in connection therewith.
- (ii) In particular you shall at all times indemnify us and our sub-contractor for any cost claim damage expense or loss incurred by us or our subcontractor where the delivery or collection of the Container involves the delivery vehicle (or any part of it) leaving the public highway.

(n) Consequential loss etc.

- (i) We shall not be liable for any consequential loss or damage arising from the alleged breach of any term of this contract of hire of a Container.
- (ii) We shall use our best endeavours to ensure that the Container is delivered at the agreed time, but you agree that time is not of the essence and we shall not be liable for the consequences of late delivery or late collection of a Container.
- (iii) In particular we shall not be liable for any delay or default in performance arising out of force majeure or any reason outside our reasonable control.
- (iv) Save for liability for death or personal injury caused by our negligence our liability to you shall not exceed the charges for the Hire Period.

- (o) When the hire is for a fixed period, it shall terminate on the date that period expires. When the hire is not for a fixed period or when it is continued after the expiry of a fixed period, without any new fixed termination date being agreed, either party may terminate the hire by giving to the other one working day's notice in writing.

(p) Availability of Container on completion of hire

- (i) You will be responsible for making the Container available in a good condition for collection by vehicle to our reasonable requirements on termination of the hire.
- (ii) If the Container cannot be returned to us or our subcontractor at the end of the Hire Period because of its loss destruction or theft, whether or not your fault, you will pay us the manufacturer's recommended selling price for a new container of the same type size and capacity.

(q) Hire charges

- (i) Containers shall be hired and charged to you by the week or for such alternative period as we may in writing agree.
- (ii) All times, including Saturdays, Sundays and Public Holidays, in the Hire Period are chargeable.
- (iii) All charges are payable on demand and unless you have a credit account with us all charges must be paid in advance of or on delivery of the Container. If you have a credit account, invoices must be paid in accordance with the terms of your account.
- (iv) If the Container is not ready to or cannot be collected on the agreed date for collection or at the end of the Hire Period (other than by reason of our default or at our request or direction), the agreed periodic hire charges shall continue until such time as we do collect the Container or until you have paid the price set out in clause 15(p)(ii).
- (v) If payment of a hire charge or any other sum due under the contract is not made on its due date for payment we may charge interest at the rate of 2% per month.

- (r) You will not remove deface or cover up any name-plate or identification mark or number on the Container, nor put any mark on it which might indicate a new or different owner.

(s) Disposal of Container

- (i) You will not sell mortgage charge pledge part with possession of or otherwise deal with the Container except as expressly permitted under this Contract or with our written consent or that of our subcontractor.
- (ii) You will protect the Container against distress execution or seizure by, inter alia, keeping all interested parties informed as to the limited nature of your interest therein under this contract.
- (iii) You will indemnify us against all loss damage costs charges and expenses arising as a result of any failure to observe and perform the terms and conditions of this sub-clause (s).

(t) Termination for breach of contract

- (i) The hire of a Container shall immediately terminate without any notice from or any act by us if you -
  1. fail to pay when due any sums due for the hire of the Container or any debt or charges arising therefrom; or
  2. act in breach or fail to observe and perform the terms and conditions relating to the hire of the Container; or
  3. suffer any distress or execution to be levied against you or make or propose to make any arrangement with your creditors or are declared bankrupt or, being a company, go into liquidation, administration or administrative receivership or have a petition presented against you for any of those things, or have a receiver appointed over all or any of your property; or
  4. do or cause to be done or permit or suffer any act or thing whereby our rights in the Container (or those of our subcontractor) may be prejudiced.
- (ii) If the hire of the Container is terminated under this sub-clause (t), it shall be lawful for us or our subcontractor to retake possession and, for that purpose, to enter into or upon any premises where the Container may be.
- (iii) The termination of the Contract under this sub-clause (t) shall not affect our right to recover from you any sum due under this contract or damages for breach of this contract.

- (u) Save as set out in these conditions and save for liability for death or personal injury resulting from our negligence and save for breach of our obligations as implied by statute, we shall not be liable for any loss or damage whether direct, indirect, consequential or economic, which might be caused by the delivery, placement or collection of a skip.