

NEWBERY RECYCLING SKIP HIRE CONDITIONS OF HIRE

In these conditions; Owner means Newbery Recycling; Hirer means the person or company to which accounts are rendered; Vehicle means the vehicle which is delivering or collecting the skip which is the subject of the contract; Driver means the driver of the vehicle; Site means the place where the skip is deposited on the instructions of the hirer.

- ii No agent or employee of the owner is permitted to alter or vary these conditions.
- ii The owner will use his best endeavours to comply with the hirer's requirements but can accept no responsibility for failure to supply or for any delays in supplying skips which may be caused directly or indirectly by any circumstances beyond the owner's control, any unforeseen or abnormal conditions or by any act of neglect on the part of the hirer.
- ii During the time the skip is on site the hirer will keep the owner indemnified against any claim, demand or penalty arising from the skip being on site and which could not have been made had the skip not been placed on the site.
- ii The hirer shall direct the driver as to where to deposit or pick up the skip.
- 9 Where the driver is directed to deposit or pick up the skip on or from a site which is off a public highway the owner shall be under no liability whatsoever to the hirer for any damage howsoever caused whilst the vehicle is off the highway other than such as might have been caused by negligent driving on the part of the driver. Without prejudice to the generality of Condition 3 above the hirer will keep the owner indemnified against any claim or demand which could not have been made had the driver not been so directed. The hirer will compensate the owner for any damage to the vehicle or skip which would not have occurred had the driver not been so directed and which is not due to any negligent driving on the part of the driver.
- ☒ Where the skip is to be placed on a public highway the owner will obtain permission from the Highways Authority and the hirer agrees to pay to the owner the fee for this service which is in force at the time of hire. Any lights, cones, signs or other required by the Highways Authority will be supplied by the owner to the hirer for which the hirer will pay a hire charge. The hirer is responsible for placing the cones, lights etc. as required by the Highways Authority and ensuring the skip is properly lit. The hirer will reimburse the owner for any lights, cones etc. which are damaged or missing on collection of the skip.
- ☒ The hirer shall not move the skip on or from the site without the consent of the owner.
- Ⓛi The time allowed for depositing or picking up a skip is ten minutes. If the vehicle is kept waiting longer than this then the hirer shall be liable to pay for waiting time.
- ii The hirer shall ensure that no hazardous or special wastes as defined by legislation are placed in the skip without prior arrangement with the owner. This includes but is not exclusively those items listed on the delivery note.
- iii The hirer has a legal responsibility to describe the waste which is being placed into the skip fully and sufficiently so that the owner is able to handle the waste in a safe and proper manner and ensure that it is disposed of at a suitable site.
- iii The hirer shall ensure that no fires are lit in or near the skip. A fired container will be charged at cost and will be the responsibility of the hirer.
- iii The hirer shall ensure that the skip is filled no higher than the top of its sides. Containers that are overloaded or damaged in any way whatsoever will incur an extra charge and are the responsibility of the hirer.
- iii The hirer shall ensure that the skip suffers no damage save for fair wear and tear.
- iii The hirer shall ensure that he takes all reasonable steps to prevent the escape of waste or scavenging of waste by vandals, thieves, children, trespassers or animals.
- i9 If an account facility has not been arranged with the owner payment is due on deposit of skip unless otherwise agreed with the owner.
- i☒ Terms of payment in respect of account customers are 28 days from date of invoice.
- i☒ Any discount agreed is forfeit on overdue accounts.
- iⓁi The owner reserves the right to charge interest on overdue accounts at the rate of 2.5% per month. Any expenses incurred during collection of overdue accounts will be added to the account and is payable by the hirer.
- iii The hire charge covers a period of 10 days. For hire periods of longer than 10 days we reserve the right to charge an additional rental charge as set out on the delivery note.
- iii The customer must contact the office to offhire the skip.