

PAYMENT TERMS: Where we have granted monthly account facilities to you **all invoices must be paid within 30 days of the date of the invoice**. Unpaid invoices in excess of 45 days we reserve the right to add a 2.5% interest charge which will be applied to the amount overdue and calculated on a daily basis. You will also pay to us any charges we reasonably incur in the recovery of monies from you. Where account facilities have not been granted, payment will be with your order, or where previously agreed, on delivery. Cheques will only be accepted where account facilities have been granted or if previously agreed with the Office Manager.

CONDITIONS FOR HIRE

In these conditions 'owner' means 'registered carrier'. 'Hirer' means person or company to which accounts are rendered. 'Vehicle' means the vehicle which is being delivered or collecting the skip which is the subject of the contract. 'driver' means the driver of the vehicle. 'the site' means the place where the skip is deposited on the directions of the Hirer. The owner enters into the agreement for hire of skips and disposal of contents/hire of grab lorry/hire of roadsweeper upon the following conditions:

1. No agent or employee of the owner is permitted to alter or vary these conditions in any way to give any consent thereunder unless he is authorised to do so.

2. 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 delay in supplying skips or hired vehicles which may be caused directly or indirectly by any circumstances beyond the owner's control or any unforeseen or abnormal conditions or by any act or neglect on the part of the Hirer.

3. The Hirer shall direct the driver where to deliver or operate equipment.

4. Where the Hirer requires the Owner's driver to deliver equipment or operate off of the public highway then he shall do so entirely within his discretion, but if he does so this shall be entirely at the Hirer's risk and the Hirer shall indemnify and hold the owner harmless against associated claim or demand for loss or damage.

5. The Hirer shall ensure that all permissions required before skips can lawfully be deposited on the site/highway including the council licence have been or will be obtained before he directs the driver to deposit the skip.

6. The Hirer shall not move the skip without the consent of the owner.

7. The Hirer shall ensure that no electrical appliances, full paint cans, aerosols, gas canisters, tyres, fluorescent lighting tubes or asbestos will be placed in the skip on any condition. Failure to comply may mean items are removed, or returned to the Hirer's property/premises at the Hirers cost

8. The Hirer shall ensure from the time that the skip is deposited until it is picked up again by the owner;

- a) It is properly sited in accordance with the permission given
- b) It is properly coned and lighted during hours of darkness
- c) No fires are lit in it
- d) It is filled no higher than the top of its sides
- e) It suffers no damage except fair wear and tear

9. Notwithstanding the terms of Condition 8 it shall be the owner's responsibility to ensure compliance with any condition imposed by a highways authority relating to the marking of the skip with reflective paint.

10. The Customer shall ensure free and suitable access to and from the delivery address and for ensuring suitable ground conditions for the delivery of Equipment or heavy vehicle movements. No responsibility will be accepted for damage to any surface over which the Equipment or vehicle is moved to reach its destination and the Customer should therefore take steps to protect surfaces (paving, soft ground and the like) before delivery of Equipment or anticipated heavy vehicle movements.

11. Under the Data Protection Act 1998, we must tell you that we hold your details on our database. We may, from time to time, use these details to send you information which we think might interest you. If you do not want to receive information from us, please write to the Office Manager.

12. Except as specifically otherwise agreed in writing the Hirer shall make use of the skip within the

period of hire and shall inform the owner in good time of its readiness for collection or replacement. Periods in excess of 14 days casual hire, a charge may be made for each week or part thereof.

13. The Customer warrants that the person signing for the Customer at delivery shall be authorised to do so and to contractually bind the Customer.

14. The Owner shall ensure that the skip is indelibly marked with his name and telephone number or address.

15. Except as specifically otherwise agreed in writing the Owner agrees to dispose of the contents of the skip. All waste will be taken to our registered treatment centre for sorting before transferring any remaining, non-recyclable material to a licensed waste disposal site.