

# Sussex Waste Management Ltd

## Terms & Conditions.

In these conditions:

- "the provider " means The Skip Company
- "the supplier means" where the context so permits, Sussex Waste Management Ltd or Hav-a-skip 1066 duly authorised agent or sub-contractor.
- "the hirer" means the person or company requesting provision of a skip by Sussex Waste Management Ltd.
- "the service" means the supply of a skip or skips by Sussex Waste Management Ltd, it's employees, servants, agents or sub-contractors for the period of hire to facilitate the removal of refuse on behalf of the hirer and the subsequent disposal of the contents of such skip or skips on behalf of the hirer.
- "the skip" means any skip or skips or any other hire item (for example storage containers or portable toilets) provided as part of the service.
- "the site" means the place where the skip is deposited at the request or direction of the hirer.
- "the period of hire" means the period from delivery of the skip to the hirer, to collection there off, from the hirer or such time as collection thereof ought reasonably to have being completed by the supplier.
- "Working day" shall mean Monday to Friday in any week.
- "Force Majeure" means any circumstances beyond the reasonable control of either Sussex Waste Management Ltd or the supplier (including, without limitation, thereto, any strike, lock out or other form of industrial action, accident, inclement weather, difficulties in obtaining fuel parts or machinery, power failure or breakdown, or malfunction of machinery or computers.

In consideration of Sussex Waste Management Ltd extending credit to the hirer as named, the person signing this form hereby guarantees payment to Sussex Waste Management Ltd of all outstanding monies including amounts owed in excess of credit limit and any interest applicable.

1. These conditions shall apply to all contracts for the supply of the service by Sussex Waste Management Ltd to the exclusion of all other terms and conditions and shall apply where the context so permits for the benefit of the supplier and the employees,

agents and sub-contractors of Sussex Waste Management Ltd and the supplier as if they had been parties hereto.

2. Sussex Waste Management Ltd reserves the right to add to, alter or amend or withdrawal any of these terms or conditions without notice. Any typographical, clerical or other error, or commission in any sales literature, quotation or price list, acceptance of offer, invoice or other document or information issued by Sussex Waste Management Ltd shall be subject to correction without any liability on the part of Sussex Waste Management Ltd.

3. Any reference in these conditions to a statute or regulation or provision thereof shall be constructed as a reference to that statute, regulation or provision as a amended re-enacted or extended at the relevant time.

4. All requests for the service shall be deemed to be an offer by the hirer to purchase the service pursuant to these conditions and the service is offered subject to the availability of suitable skips to Sussex Waste Management Ltd. The Hirer agrees that they will rely wholly on their own skip and judgement in the selection of the service and will not treat any information supplied to them by Sussex Waste Management Ltd as a representation, warranty or guarantee in any manner whatsoever.

5. No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of Sussex Waste Management Ltd and the Hirer.

6. Sussex Waste Management Ltd will use its best endeavours to comply with the Hirer's requirements but can accept no responsibility for failure to supply, or remove or for any delay in supplying or removing skips which may be caused directly or indirectly by any circumstances beyond Sussex Waste Management Ltd control, or any unforeseen or abnormal conditions by any act or neglect on the part of the Hirer and time shall not be of the essence of the Contract save as to payment by the hirer for the service. The provision of the service may be wholly or partly suspended at Sussex Waste Management Ltd discretion without liability on the part of Sussex Waste Management Ltd for any loss resulting from any suspensions.

7.

a) Except as specifically otherwise agreed in writing Sussex Waste Management Ltd or supplier, shall be under no obligation to deposit the skip elsewhere than on private property or if the public highway.

b) The Hirer agrees in all cases:-

(i) to provide and adequately maintain all necessary approach roads and sites for the purpose of the delivery;

(ii) to rely on their own skill and judgement and to satisfy themselves as to the suitability of all approach roads, tracks, or grounds, for the purposes of delivery, sitting and collection of skips and to notify Sussex Waste Management Ltd at the time of ordering the service of any special requirements as to delivery.

(iii) promptly on the arrival of the vehicle to accept delivery and provide any necessary directions and a suitable site.

(iv) to ensure that an authorised person is present at the time of delivery to sign and acknowledgement of delivery and or collection of the skip and that such authority is signed on delivery or collection by such authorised person and not otherwise and the Hirer agrees that any delivery or collection note signed by a person with apparent authority to do so shall be deemed to be signed by an authorised representative of the hirer and that where no such person is available to sign such proof of delivery or collection within 10 minutes from arrival of the skip or the vehicle at the site the suppliers written confirmation of delivery shall be final and binding upon the Hirer.

(v) not overload the skips and adhere to keeping the waste in the skip as a level load. Where the skip is overloaded so that it is unsafe to remove when requested by the Hirer, Sussex Waste Management Ltd shall be fully indemnified for any costs or claims for wasted journey charges, labour to reduce the overloaded state of the container or otherwise. Overloaded or dangerously loaded skips may incur a surcharge of 50% of the original price plus VAT at the prevailing rate.

c) The Hirer shall keep Sussex Waste Management Ltd indemnified against any claim demand or penalty arising during the period of hire and which could not have been made had Sussex Waste Management Ltd not agreed to provide the service including, but not limited there to all 3rd party claims, or claims for damages arising out of accidents related to any skip or skips the subject of this contract.

8.

i) The price for the provision of the service shall be such sum as shall from time to time be agreed between the parties & in default of agreement shall be a quantum meruit otherwise agreed shall be exclusive of VAT which shall be payable by the Hirer.

ii) Save where the Hirer has a previously approved credit account with Sussex Waste Management Ltd payment for the provision of the Service shall be made in full by the Hirer to Sussex Waste Management Ltd prior to the delivery by Sussex Waste Management Ltd of any skip or skips.

iii) Where the Hirer has an approved credit account Sussex Waste Management Ltd shall be entitled to invoice the Hirer at the end of the month for all the services provided hereunder prior thereto and the Hirer shall pay the price for the provision of the service to Sussex Waste Management Ltd within 30 days of the date of Sussex Waste Management Ltd invoice. The time of payment of the price shall be of the essence of the Contract.

iv) The Hirer agrees that in the event that the Hirer shall fail to pay Sussex Waste Management Ltd account in accordance with the terms hereof Sussex Waste Management Ltd may return to the Hirer the waste or a quantity of waste which is in

the reasonable opinion of Provider similar thereto and Sussex Waste Management Ltd shall for such purposes be entitled to enter upon any premises of the Hirer or any third party from whom waste was collected for such purposes and to deposit such waste thereon.

v) Sussex Waste Management Ltd reserves the right to grant, refuse, withdraw, restrict, alter or cancel credit terms at its discretion. Where the Service is to be supplied over a period of time each instalment thereof shall be treated as a separate contract and failure by Sussex Waste Management Ltd to provide any one or more instalments, shall not entitle the Hirer to treat the contract as a whole as repudiated.

vi) If the Hirer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the seller, the seller shall be entitled to:

a) cancel the contract or suspend any further deliveries to the Hirer.

b) appropriate any payment made by the Hirer to such of the services (or the Services supplied under any other contract between Sussex Waste Management Ltd and the Hirer) as Sussex Waste Management Ltd may think fit (not withstanding any purported appropriation by the Hirer; and

c) charge the Hirer interest (both before and after any judgement) on the amount unpaid, at the rate of 2.5% per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

d) charge the hirers credit card as listed on the credit card and bank reference form to bring the account back into agreed trading terms.

9. The Hirer shall where so required to do by the Driver direct the Driver where to deposit or pick up the skip.

10.

a) Where Sussex Waste Management Ltd or the Driver are requested or directed to deposit or pick up a skip on or from a site which is off a highway or where delivery otherwise involves the passage of the vehicle over gratings, drains, roads, pavements, forecourts, yards, asphalt areas or any like areas Sussex Waste Management Ltd shall be under no liability whatsoever to the Hirer for any damage howsoever caused whilst the vehicle is off the highway other than as shall be caused by negligent driving on the part of the driver. Without prejudice to the generality of Condition 7c) the Hirer shall subject as above and keep Sussex Waste Management Ltd indemnified against any claim or demand which could not have been made had the Driver not been so requested or directed. The Hirer will in addition compensate Sussex Waste Management Ltd for any damage to the vehicle or the skip which would not have occurred had the Driver not been so requested or directed and which is not due to any negligence on the part of the Driver.

b) If Sussex Waste Management Ltd shall be prevented for any reason beyond its control from delivering or collecting a skip or skips, the Hirer shall remain liable for

Sussex Waste Management Ltd charges together with such additional sums as Sussex Waste Management Ltd shall reasonably so require for the further provision of the Service.

11. The time allowed for depositing or picking up a skip is ten minutes. If the vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage. Standing times are chargeable at least £60 per hour or part thereof.

12. The standard time allowed for a „Wait & Load. is thirty minutes. If the vehicle is kept waiting longer than this initial time, the hirer shall be liable for a waiting charge of at least £70 per hour or part thereof.

13. The Hirer shall ensure that all permissions required before the skip can lawfully be deposited on the site including the permission required under the Highways Act 1971 have been or will be obtained before they request Sussex Waste Management Ltd or direct the Driver to deposit the skip on the site and that the said permission will be kept in force during the period of hire and where necessary for up to 3 working days thereafter. The hirer, will ensure that all skips sited on the highways will be lighted and coned in accordance with the terms and conditions of the highways act and the issuing local authority's demands.

14. The Hirer shall not move the skip from the site without the consent of the Supplier and where necessary the highway authority.

15. The Hirer shall ensure, unless otherwise agreed in writing:

a) That the Hirer signs a single or multiple consignment transfer note declaring the waste type and that the waste is accurately described when completing the transfer note.

b) Where the waste type does not conform to the description as specified on the waste transfer note or is different to that as specified at the time the skip was ordered, then charges will vary accordingly.

c) Where inert waste loads (soil/hardcore/muck) are ordered and they are found to contain other waste types, in particular mixed builders waste materials thus contaminating the load, the hirer will be charged accordingly for the hire tipping charges (typically £60 to £70 per tonne) In particular the hirer must be aware of the considerable differences in landfill tax rates. Currently £15.00/tonne for inert materials and £88.95/tonne for active waste materials.

d) Where appropriate waste is only stored in suitable containers.

e) that no liquids explosives, toxic, or dangerous materials including, but not limited to fibrous asbestos, solvents, minerals or greases will be placed in the skip without the written consent of the supplier and that the contents of the skip when loaded conform to the requirements of S.I.1980/1709 or any re-enactment thereof and the local waste regulation authority with regard omits suitability for disposal as general or special waste as a controlled waste disposal site.

f) If any waste to which the said section applies is placed in any skip the Hirer will immediately give the notices required by the said section and send copies of such notices to the supplier and Sussex Waste Management Ltd.

g) That no bonded asbestos will be placed save where the Hirer has given to Sussex Waste Management Ltd, a minimum of seven days notice of their intentions so to do and obtained the written agreement of Sussex Waste Management Ltd thereto and of the charges to be made with regard thereto.

h) No cans, bottles or other liquid containers are placed in the skip unless they are dry, free from liquid, residues and open for inspection.

i) That no fridges, freezers, vehicle tyres, car/commercial vehicle batteries and any other waste types which following changes in legislation from time to time may become classified as a special or difficult waste type.

16. The Hirer shall ensure from the time that the skip is deposited until it is picked up again by the Supplier

a) It is properly sited in accordance with any relevant permission and that all conditions thereof are observed and performed at all times.

b) It is properly coned where necessary during the hours of daylight and coned and lighted during the hours of darkness.

c) No fires are lit in, and no corrosive acid or noxious substance, liquid cement or concrete placed in the skip.

d) It is filled no higher than the top of its sides and in such manner as to prevent spillage of material there from both, whilst the container is stationary or in transit. Where skips are located on public or third party property and waste is accumulated for any reason whatsoever in the immediate proximity of the skip, Sussex Waste Management Ltd reserves the right to supply a further skip or skips to contain the surplus material and to transfer the same to the skip or skips and to debit the Hirer with the reasonable costs of so doing.

e) It suffers no damage except fair wear and tear. All damage by fire, vandalism or other means, the hirer will reimburse Sussex Waste Management Ltd all costs for either replacement or repair.

f) No danger is caused by the skip or its contents to any third party and in particular but without limitation thereto to children.

g) No unauthorised removal of the skip shall take place by the hirer or a 3rd party contractor without the prior consent of Sussex Waste Management Ltd. The hirer will be debited all reasonable costs incurred in returning the skip, or in cases where the skip is deemed lost or stolen the hirer will reimburse Sussex Waste Management Ltd in full. Please note that many insurance policies will not cover theft of skips or ro/ro's.

17. Notwithstanding the terms of condition 15 it shall be the Hirer's duty to notify the Supplier of and the Supplier's responsibility to ensure compliance with any condition imposed by a highway authority relating to the marking of the skip with reflective paint.

**18. Except as specifically otherwise agreed in writing the Hirer shall fill the skip within the period of hire which is 2 week (14 days – If the hire exceeds this period, rental charges may be incurred at up to £15 per day for skips and up to £20 per day for roll on offs.) and shall inform the Supplier in good time of its readiness for collection or replacement. The Hirer shall ensure that from the time when collection of the skip is due to take place until the same is collected there is left a clear space at one end of the container to terminate the hiring of the skip the minimum notice period shall be one clear working day.s notice. Ownership of the contents shall pass to the Supplier on collection unless agreed in writing.**

19. Sussex Waste Management Ltd may arrange the removal or repositioning of the skip if required at any time to do so by a highway authority or constable in uniform under Section 140 of the Highway Act 1980. The Hirer shall be responsible for the reasonable additional cost thereof on the part on Sussex Waste Management Ltd or Supplier.

20. It is the responsibility of the hirers representative on site to keep the hirers copy of the, Proof of Delivery, ticket. Any copies required at a later date will be subject to a £10 administration charge.

21. Except as specifically otherwise agreed in writing Sussex Waste Management Ltd agrees to dispose of such of the contents of the skip as shall be in accordance with the terms of this contract. The Hirer agrees that they will pay Sussex Waste Management Ltd reasonable charges of dealing with any of the contents of any skip which do not comply with the terms of this contract.

22. Risk: The risk in relation to any skip or skips supplied pursuant to this Contract shall pass to this Hirer upon delivery in accordance with the Hirer's request or direction and shall remain with the Hirer until the skip or skips are collected by the Supplier.

23. Where the Service is provided under a consumer transaction as defined by the Consumer Transaction (Restriction on Statements) order 1976, the statutory rights of the hirer are not affected by these conditions.

24. It is specifically provided and agreed that any compensation and/or damages payment in respect of any claim or claims arising out of or in connection with the terms of this contract for any reason whatsoever and howsoever arising shall not amount in the aggregate to more than the cost of the provision of the service by Sussex Waste Management Ltd or that part of the Service giving rise to such claim and Provider and any other person entitled to the benefit of this contact shall have no

further liability to the Hirer. Except in respect of death or personal injury cause by the negligence of Sussex Waste Management Ltd or any other person entitled to the benefit of this contract, Sussex Waste Management Ltd or such party shall not be liable to the Hirer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of this contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Sussex Waste Management Ltd or any other party entitled to the benefit of this contract, there employees, or agents, or otherwise) which arise out of or in connection with the supply of the service, except as expressly provided in these conditions.

25. Sussex Waste Management Ltd shall not be liable to the Hirer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of Sussex Waste Management Ltd s or suppliers obligations in relation to the service, if the delay or failure was due to force majeure.

26. Insolvency of Hirer:

a) This cause applies if :

i) the Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposed of amalgamation or reconstruction); or

ii) an encumbrance takes possession, or a receiver is appointed, or any of the property or assets of the Hirer, or

iii) the Hirer ceases or threatens to cease, or threatens to cease; to carry on business; or

iv) Sussex Waste Management Ltd reasonably apprehends that any of the events mentioned above is about to occur in relation to the Hirer and notifies to the Hirer accordingly.

b) If this clause applies then without prejudice to any other right or remedy available to Sussex Waste Management Ltd, the Provide shall be entitled to cancel the contract or suspend any further deliveries under the Contract without any liability to the Hirer, and if the Services have been provided but not paid for, the price shall become immediately due and payable not withstanding and previous agreement or arrangement to the contrary.

Additional Terms & Conditions for Domestic Private Hire

The hirer is responsible for ensuring the position for skip delivery has a clear access. Blocked access due to abandoned vehicles or materials resulting in failed delivery/collection will incur standing time and or an aborted delivery charge. Hirer is



responsible for theft or damage to skip whilst on hire and; until skip is removed by the skip owner.

The Skip Company cannot accept any liability for any costs incurred through damage to the hirers driveway or other property whilst delivering or collecting the skip off the public highway. The skip vehicle is invited off the highways onto private property at the hirers own risk. May we kindly draw your attention that tarmac, block paved, and patterned imprinted concrete driveways are at most risk. The hirer is also responsible for pointing out low lying cables, narrow entrance pillars, man hole covers, and any other potential risks or obstructions to The Skip Company or the driver prior to the skips delivery.

The hirer is responsible for lighting and coning of all on road skips and unless otherwise advised in obtaining the necessary council consent with a road permit. In all cases delivery and collection times are given for guidance only and The Skip Company accepts no liability for any costs incurred due to delays in delivery/collection or failure to deliver on the preferred delivery date due to unforeseen circumstances. In all circumstances invoices exclude exceptional conditions such as force majeure.

The Skip Company trading terms and conditions apply along with those of their sub-contractors apply. Details available upon request. Please note that cancelled orders are subject to a £10.00+vat administration charge.