

# **Wareham & Purbeck Skip Hire**

## **TERMS AND CONDITIONS OF TRADE**

### **DATA PROTECTION**

We will use the information collected to register your account, for our internal record keeping and to assess your credit worthiness, which may involve passing the information to credit reference agencies, and receiving information from them about you.

If we do use the information to make a search with a credit reference agency, that agency will keep a record of that search and will share that information with other businesses. We may also make enquiries about the Principal Directors with the credit reference agency.

We will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.

### **TERMS AND CONDITIONS OF TRADE:**

#### **Definitions**

In these terms and conditions "Owner" shall mean Wareham & Purbeck Skip Hire. "Hirer" shall mean the person, firm or company to which accounts are rendered. "these conditions" shall mean the terms and conditions of sale set out herein. "vehicle" shall mean the vehicle which is delivering or collecting the skip which is subject to the contract. "driver" shall mean the driver of the vehicle. "site" shall mean the place where the skip is deposited on the directions of the hirer.

"customer" means the person/company/agent or representative that is hiring the skip. "waste" shall mean controlled waste within the meaning of S.75 of the Environment Protection Act 1980 ("EPA") as amended by the Environment Protection Act 1995. "Facility" shall mean any location at which the owner agrees to receive or dispose of waste.

#### **The owner enters into the agreements for hire of skips and disposal of contents 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 there under unless expressly agreed in writing by an authorised representative of the owner.
2. The owner will use his best endeavours to comply with the hirers requirements but can accept no responsibility for failure to supply or any delay in supplying skips which may be caused directly or indirectly by any circumstances beyond the owners control or any unforeseen or abnormal conditions or by any act or neglect on the part of the hirer.
- 3.a) Except as specifically otherwise agreed in writing, the owner shall be under no obligation to deposit a skip elsewhere than on a highway.
- b) The hirer shall save harmless and keep the owner indemnified against any claim, demand or penalty arising out of the period of the skip on the site and which could not have been made or inflicted had the skip not been placed on site.
4. The hirer shall direct the driver where to deposit or pick up the skip
5. Where the driver is directed to deposit or pick up the skip on or from a site which is off a highway.
  - a) 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.
  - b) Without prejudice to the generality of condition 3(b) the hirer shall save harmless and keep the owner indemnified against any claim or demand which could not have been made had the driver not been so directed.
  - c) The hirer will compensate the owner for any damage to the vehicle or the 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.
6. 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.
7. The hirer shall ensure that all permissions required before the skips can lawfully be deposited on the site including the permission under Section 139 of the Highways Act 1980 have been or will be obtained before he directs the driver to deposit the skip.
8. The hirer shall not move the skip from the site without consent of the owner.
9. a) The hirer undertakes not to knowingly place hazardous waste as defined in the Hazardous Waste Regulations 2005 or any amendments or modifications thereto in the skip unless prior permission has been given by owner.
- b) If any waste to which the said section applies is placed in any skip the hirer shall clearly identify in the waste particulars any actual or potential hazard to health or to the environment presented by the waste and shall ensure that any hazard is clearly identified on any vessel or container in which the waste is proffered, carried or contained. The hirer shall supply all information as the owner requires so as to enable

compliance with legal requirements and in any event shall complete and provide the owner with all documentation and notices relating to the waste as required by law, indemnifying the owner against consequences of any failure by it to do so.

c) If the owner is willing and legally able to accept at the facility and/or load its vehicle any waste or material that does not comply with its description then it shall in its absolute discretion be entitled (at any time and notwithstanding that the waste or material in question has already been delivered or accepted and/or that a price has already been agreed and/or paid) to levy reasonable additional charges (including without limitation, any management charge and a charge to cover ensuring compliance with the Duty of Care) and/or apply reasonable revised terms in respect of it.

10. 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 the hours of darkness

c) No fires are lit in it

d) It is filled no higher than the top sides

e) It suffers no damage except fair wear and tear

11. Notwithstanding the terms of Condition 10 it shall be the owner's responsibility to ensure compliance with any condition imposed by the highway authority relating to the marking of the skip with reflective paint.

12. Except as specifically otherwise agreed in writing the hirer shall fill 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 7 days casual hire, a charge may be made for each week or part thereof.

13. The owner shall ensure that the skip is clearly and indelibly marked with his name and telephone number or address.

14. The owner will remove or reposition 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.

15. Except as specifically otherwise agreed in writing the owner agrees to dispose of the contents of the skip

#### **PRICES**

16. The company reserves the right at any time to change its selling prices without any prior notice.

#### **INVOICES**

17. The owner shall, at its discretion, be entitled to render invoices in respect of all or part only of the services and/or render invoices in respect of such periods of time as its considers appropriate.

18. The hirer shall notify the owner in writing addressed to the Credit Controller at its offices at 3a Blackhill Road, Holton Heath Trading Park, Poole, Dorset of any query on an invoice as soon as possible and in any event within 14 days of the date of the invoice. If no substantive query is raised within 14 days then the invoice shall be deemed to be payable in full. If a query is raised then it will be dealt with by the owner in such a way as the owner considers reasonable. No query over any invoice or any charges included in an invoice shall be used by the hirer as a reason for non-payment of any other invoice or charges which are not being queried.

19. In the event of a query under condition 18, the owner reserves the right to make a charge at its absolute discretion for additional copies of any invoices, supporting billing schedules, weighbridge tickets or any other documents already provided to the hirer prior to notification of the query to the owner and/or for any revision or amendments to previously issued documents required for the hirers convenience.

#### **PAYMENT**

20. Payment in respect of each transaction shall be made at the site office of the facility or to the collector of the waste before provision of the service, unless other arrangements and/or credit facilities have been previously agreed in writing by an authorised representative of the owner is received. Payment shall be by any method acceptable to the owner.

21. Customers having agreed credit facilities shall make payment to the owner in strict accordance with the terms and conditions of those facilities and in such case the price shall be paid to the owner so that payment in full (and in cleared funds if so specified by the owner) for any invoice rendered by the owner.

22. If the customer fails to pay the price and any taxes in accordance with condition 20 and 21, all monies owing (whether or not due) by the customer to the owner shall become due and payable and the owner shall without prejudice be entitled to charge interest on the aggregate of the sum outstanding, at a rate per annum equal to 5% above its bankers base lending rate current at the time, calculated on a daily basis from the date the amounts become due under this term until receipt of payment in full.

**23. PAYMENT TERMS: STRICTLY 30 DAYS NET**