In these conditions:
"the provider" means Select A Skip UK Ltd.
"the supplier" means where the context so permits, **the provider** or **the provider's** duly authorised agent or sub-contractor.
"the hirer" means the person or company requesting the provision of a skip by **the provider**.
"the service" means the supply of a skip or skips for the period of hire to facilitate the removal of refuse and the subsequent disposal of the contents of such skip or skips on behalf of the hirer, or any other hire item provided as part of **the service**.
"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** or other hire item is deposited at the request or direction of **the hirer**.
"the period of hire" means the period from delivery of **the skip** or other hire item 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 **the provider** 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.
1. These conditions shall apply to all contracts for the supply of the service by the provider 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 the provider and the supplier as if they had been parties hereto.
2. The provider reserves the right to add to, alter or amend or withdraw 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 the provider shall be subject to correction without any liability on the part of the provider.
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 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 the provider. The hirer agrees that they will rely wholly on their own judgement in the selection of the service and will not treat any information supplied to them by the provider 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 the provider and the hirer.
6. The provider 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 the provider's 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 the provider's discretion without liability on the part of the provider for any loss resulting from any suspensions.
7. a) Except as specifically otherwise agreed in writing the provider or the supplier, shall be under no obligation to deposit the skip elsewhere than on a 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, siting and collection of the skip and to notify the provider 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 supplier's written confirmation of delivery shall be final and binding upon the hirer. c) the hirer shall save harmless and keep the provider indemnified against any claim demand or penalty arising during the period of hire and which could not have been made had the provider 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 merit 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 the provider payment for the provision of the service shall be made in full by the hirer to the provider prior to the delivery by the provider of any skip or skips. iii) where the hirer has an approved credit account the provider 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 the provider within 30 days of the date of the provider's 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 the provider's account in accordance with the terms hereof the provider may return to the hirer the waste or a quantity of waste which is in the reasonable opinion of the provider similar thereto and the provider 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) the provider 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 the provider 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 provider, the provider 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 service (or the service supplied under any other contract between the provider and the hirer) as the provider 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 hirer's credit card as listed on the credit card and bank reference form to bring the account back into agreed trading terms. e) in the event of the provider having to take legal action against the hirer all costs incurred will be reclaimed which will include ALL court costs, legal costs, lawyers' fees and late payment interest.
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 the provider 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 the provider 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 save harmless and keep the provider 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 the provider 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 the provider shall be prevented for any reason beyond its control from delivering or collecting a skip or skips, the hirer shall remain liable for the provider's charges together with such additional sums as the provider shall reasonably so require for the further provision of the service.
11. The time allowed for depositing or picking up a skip is 10 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 a minimum £60 per hour or part thereof.
12. The standard time allowed for a 'Wait & Load' is 30 minutes. If the vehicle is kept waiting longer than this initial time, the hirer shall be liable for a waiting charge of a minimum £60 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 the provider 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

permission will be kept in force during the period of hire and where necessary for up to 5 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 (as the waste producer) is responsible for the skip's security whilst on site and its contents on collection.

15. The hirer shall not move the skip from the site without the consent of the supplier and where necessary the highway authority.

16. The hirer shall ensure: 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 (e.g. 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 by the tonne for the hire tipping charges. In particular the hirer must be aware of the considerable differences in landfill tax rates. 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, materials that resemble 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 the provider. g) that no bonded asbestos (or materials that resemble asbestos) will be placed save where the hirer has given to the provider, a minimum of seven days notice of their intentions so to do and obtained the written agreement of the provider 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, mattresses, tree stumps, electrical items (WEEE) and any other waste types which following changes in legislation from time to time may become classified as a special or difficult waste type, are placed in the skip. j) in some cases non-recyclable/less recyclable waste types such as (but not restricted to) carpet, carpet tiles, underlay, vinyl, ceiling tiles, roofing felt, grp and materials resembling asbestos products can be difficult to dispose of and may incur a surcharge. It is the hirers responsibility to inform us of such waste types prior to loading the skip as additional costs may apply for segregation and disposal.

17. 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 therefrom both, whilst the skip 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, the provider 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 the provider 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 the provider. 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 the provider in full. Please note that many insurance policies will not cover theft of skips or roll-on off containers.

18. 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.

19. Except as specifically otherwise agreed in writing the hirer shall fill the skip within the period of hire which is 1 week (7 days) – If the hire exceeds this period, rental charges may be incurred. Please note that skips can not be kept on a site indefinitely and we reserve the right, upon conclusion of the period of hire stated, to collect the skip and end the hire at our discretion, whether rental is being applied or not. The hirer 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 days notice. Ownership of the contents shall pass to the supplier on collection unless agreed in writing.

20. The providermay 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 the provider or the supplier.

21. It is the responsibility of the hirer's representative on site to keep the hirer's copy of the 'Proof of Delivery' ticket. Any copies required at a later date will be subject to a £5 administration charge.

22. Except as specifically otherwise agreed in writing the provider 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 the provider reasonable charges of dealing with any of the contents of any skip which do not comply with the terms of this contract.

23. Risk: The risk in relation to any skip or skips supplied pursuant to this contract shall pass to the 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.

24. 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.

25. It is specifically provided and agreed that any compensation &/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 the provider or that part of the service giving rise to such claim and the 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 the provider or any other person entitled to the benefit of this contract, the provider 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 the provider or any other party entitled to the benefit of this contract, their 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.

26. The provider 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 the provider's or the supplier's obligations in relation to the service, if the delay or failure was due to force majeure.

27. Insolvency of the 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) the provider 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 the provider, the provider 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 any previous agreement or arrangement to the contrary.