

# Terms & Conditions of Skip Hire

## DEFINITIONS AND GENERAL

Alan's Skip Hire Ltd t/a Skipbookers

Broughton Mills Road, Bretton

Nr Broughton, Flintshire, CH4 0BY

In these conditions

**"the provider"** means Alan's Skips trading as Skipbookers.

**"the supplier"** means where the context so permits, the provider or the providers duly authorised agent or sub-contractor.

**"the hirer"** means the person or company requesting provision of hire item(s) by the provider.

**"the service"** means the supply of hire item(s) by the provider, its 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 hire item(s) or hire item(s)s on behalf of the hirer.

**"the hire item(s)"** means any hire item(s) or any other hire item provided as part of the service.

**"the site"** means the place where the hire item(s) is deposited at the request or direction of the hirer.

**"the period of hire"** means the period from delivery of the hire item(s) to the hirer, to collection thereof, from the hirer or such time as collection thereof ought reasonably to have been 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.

In consideration of the provider extending credit to the hirer as named, the person signing this form hereby guarantees payment to the provider 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 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 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 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 hire item(s) to the provider. The Hirer agrees that they will rely wholly on their own hire item(s) and judgment 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 hire item(s) which may be caused directly or indirectly by any circumstances beyond the Providers 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 providers 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 supplier, shall be under no obligation to deposit the hire item(s) 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 judgment and to satisfy themselves as to the suitability of all approach roads, tracks, or grounds, for the purposes of delivery, siting and collection of hire item(s) 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 hire item(s) 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 hire item(s) or the vehicle at the site the suppliers 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 thereto all 3rd party claims, or claims for damages arising out of accidents related to any hire item(s) 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 hire item(s).

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 Providers 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 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 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 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 judgment) 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.

9. The Hirer shall where so required to do by the Driver direct the Driver where to deposit or pick up the hire item(s).

10.a) Where the provider or the Driver are requested or directed to deposit or pick up hire item(s) 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 hire item(s) 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 hire item(s), 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 hire item(s) 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 L50 per hour or part thereof.

12. The standard time allowed for a 'Wait & Load' is fifteen minutes. If the vehicle is kept waiting longer than this initial time, the hirer shall be liable for a waiting charge of £50 per hour or part thereof.

13. The Hirer shall ensure that all permissions required before the hire item(s) 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 hire item(s) 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 hire item(s) 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 hire item(s) from the site without the consent of the Supplier and where necessary the highway authority.

15. 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 hire item(s) 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 £80 per tonne) In particular the hirer must be aware of the considerable differences in landfill tax rates. Currently £2.50/tonne for inert materials and £56/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 hire item(s) without the written consent of the supplier and that the contents of the hire item(s) 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 hire item(s) 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 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 hire item(s) 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 hire item(s) 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 hire item(s).

d) It is filled no higher than the top of its sided and in such manner as to prevent spillage of material there from both, whilst the container is stationary or in transit. Where hire item(s) are located on public or third party property and waste is accumulated for any reason whatsoever in the immediate proximity of the hire item(s), the Provider reserves the right to supply a further hire item(s) to contain the surplus material and to transfer the same to the hire item(s) 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 hire item(s) or its contents to any third party and in particular but without limitation thereto to children.

g) No unauthorised removal of the hire item(s) 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 hire item(s), or in cases where the hire item(s) is deemed lost or stolen the hirer will reimburse the provider in full. Please note that many insurance policies will not cover theft of hire item(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 hire item(s) with reflective paint.

18. Except as specifically otherwise agreed in writing the Hirer shall fill the hire item(s) within the period of hire which is 1 week (7 days - If the hire exceeds this period, rental charges may be incurred at up to £5 per day for hire item(s) and up to £15 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 hire item(s) 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 hire item(s) 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. The Provider may arrange the removal or repositioning of the hire item(s) 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 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 £20 administration charge.

21. Except as specifically otherwise agreed in writing the Provider agrees to dispose of such of the contents of the hire item(s) as shall be in accordance with the terms of this contract. The Hirer agrees that they will pay the Provider's reasonable charges of dealing with any of the contents of any hire item(s) which do not comply with the terms of this contract.

22. Risk: The risk in relation to any hire item(s) 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 hire item(s) 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 &/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 Provider and any other person entitled to the benefit of this contract 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, 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. 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 providers 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) 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 notwithstanding any previous agreement or arrangement to the contrary.

## 27. Refund Policy

27.1 Application for refunds must be sent directly to Alan's Skips, in writing, addressed to the Customer Service Manager. Please note as a company we do not offer cash refunds, we can however apply a credit note, once authorised, to use against future purchases.

## 28. Cancellation Policy

Cancellation of Hire. If the hirer chooses to cancel the hire, the following charges will be levied:

More than 4 days notice	- 10% of total hire charge
1-3 days notice	- 50% of total hire charge
Less than 24 hours' notice	- 100% of total hire charge

Please note cancellation charges apply on all orders once payment has been taken.

### Additional Terms & Conditions for Domestic Private Hire

The hirer is responsible for ensuring the position for hire item(s) 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 hire item(s) whilst on hire & until hire item(s) is removed by the hire item(s) owner. Skipbookers cannot accept any liability for any costs incurred through damage to the hirers driveway or other property whilst delivering or collecting the hire item(s) off the public highway. The hire item(s) 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 Select A Hire item(s) or the driver prior to the hire item(s) delivery.

The hirer is responsible for lighting and coning of all on road hire item(s) 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 Skipbookers 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'.

### **In Addition to the above terms**

## 1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:

"Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire of Hire Goods and/or the sale of Products;

"Customer" means the person, firm, company or other organisation hiring Hire Goods;

"Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;

"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

"Hire Goods" means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired to the Customer;

"Hire Period" means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by the Customer into the Supplier's possession; or (ii) the physical repossession or collection of Hire Goods by the Supplier;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Products" means the products sold to the Customer by the Supplier; "Rental" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

"Supplier" means Alan's Skips Limited and will include its employees, servants, agents and/or duly authorised representatives;

"Services" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Hire Goods including any delivery and/or collection service for the Hire Goods.

## 2 BASIS OF CONTRACT

2.1 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstances beyond the Supplier's control.

2.2 Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.

2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Where the Customer is acting as a consumer any provision which is marked with an asterisk (\*) may, subject to determination by the Courts, have no

force or effect. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

### 3 PAYMENT

3.1 The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

3.2 The Customer shall pay the Rental, charges for any Services, monies for any Products and/or any other sums payable under the contract to the Supplier at the time and in the manner agreed. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

3.3 Payments by the Customer on time under the Contract are an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

3.4 \*If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 4% above the base rate from time to time of the Supplier's bank. Such interest shall be compounded with quarterly rests.

3.5 \*The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.6 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

### 4 RISK OWNERSHIP AND INSURANCE

4.1 Risk in the Hire Goods and any Products will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

4.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.

4.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer. Ownership of any Products remains with the Supplier until all monies payable to the Supplier by the Customer for the Products have been paid in full.

4.4 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.

4.5 The Supplier may provide reasonably priced insurance in respect of the Hire Goods at additional cost to the Rental. Alternatively the Supplier may require the Customer to insure the Hire Goods on such reasonable terms and for such reasonable risks as the Supplier may specify. The proceeds of any such insurance shall be held by the Customer in trust for the Supplier and be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

## 5 DELIVERY, COLLECTION AND SERVICES

5.1 It is the responsibility of the Customer to collect the Hire Goods from the Supplier and return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver or collect the Hire Goods to and/or from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.

5.2 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are negligent.

5.3 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to power supplies and utilities for the Supplier's employees, subcontractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is where necessary, cleared and prepared before the Services are due to commence.

5.4 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.

## 6 CARE OF HIRE GOODS

6.1 The Customer shall:-

6.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;

6.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;

6.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;

6.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods; 6.1.5 permit the Supplier at all reasonable times to inspect the Hire Goods

including procuring access to any property where the Hire Goods are situated; 6.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the United Kingdom without the prior written consent of the Supplier;

6.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;

6.1.8 not do or omit to do any thing which will or may be deemed to invalidate any policy of insurance related to the Hire Goods which is notified to the Customer;

6.1.9 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and

6.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.

6.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

## 7 BREAKDOWN

7.1 Allowance will be made in relation to the Rental to the Customer for any nonuse of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown.

7.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

7.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

7.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.

## 8 LOSS OR DAMAGE TO THE HIRE GOODS

8.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental, in accordance with the provisions of clause 8.3, until such repairs and/or cleaning have been completed.

8.2 The Customer will pay to the Supplier the replacement cost of any Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid to the Supplier under any policy of insurance taken out in accordance with these conditions.

8.3 The Customer shall pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair. From that date until the Supplier has replaced such Hire Goods the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods for that period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible using the monies paid under clause 8.2 above.

## 9 TERMINATION BY NOTICE

9.1 If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

9.2 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.

9.3 If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Supplier and the Supplier shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the Customer.

## 10 DEFAULT

10.1 If the Customer:-

10.1.1 fails to make any payment to the Supplier when due without just cause;

10.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

10.1.3 persistently breaches the terms of the Contract;

10.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

10.1.5 pledges, charges or creates any form of security over any Hire Goods, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition presented against it or the Customer takes or suffers any similar action in any jurisdiction;

10.1.6 being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, any attachment order is made against the Customer, any distress, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

10.1.7 appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to

meet its obligations under the Contract; and/or

10.1.8 appears reasonably to the Supplier to be about to suffer any of the above events; then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.2 below.

10.2 If any of the events set out in clause 10.1 above occurs in relation to the Customer then:-

10.2.1 except where the Customer is acting as a consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Hire Goods owned by the Supplier may be and repossess any Hire Goods;

10.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

10.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or

10.2.4 \*all monies owed by the Customer to the Supplier shall immediately become due and payable.

10.3 Any repossession of the Hire Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Hire Goods.

10.4 Upon termination of the Contract the Customer shall immediately:

10.4.1 return the Hire Goods to the Supplier or make the Hire Goods available for collection by the Supplier as requested by the Supplier; and

10.4.2 pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Products and/or any other sums payable under the Contract.

## 11 LIMITATIONS OF LIABILITY

11.1 \*All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

11.2 \*If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.

11.3 Any defective Hire Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Hire Goods.

11.4 \*The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Hire Goods and/or the Services has not been paid in full by the due date for payment.

11.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

11.6 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the

Customer does not do so the Supplier shall have no Liability to the Customer.

11.7 \*The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.

11.8 The Supplier shall have no Liability to the Customer for any:-

11.8.1 \*consequential losses (including loss of profits and/or damage to goodwill);

11.8.2 economic and/or other similar losses;

11.8.3 special damages and indirect losses; and/or

11.8.4 business interruption, loss of business, contracts and/or opportunity.

11.9 \*The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental and charges for Services (if any) under that Contract or the sum of £1,000 whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.

11.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

11.10.1 Liability for breach of contract;

11.10.2 \*Liability in tort (including negligence); and

11.10.3 \*Liability for breach of statutory and/or common law duty; except clause 11.9 above which shall apply once only in respect of all the said types of Liability.

11.11 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to the Supplier's negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

## 12 GENERAL

12.1 Upon termination of the Contract the provisions of clauses 3.2, 3.4, 3.5, 8.1, 8.2, 8.3 and Section 6 shall continue in full force and effect.

12.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

12.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

12.4 \*The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.

12.5 \*No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be part the validity of the other provisions of this Contract and the remainder of the affected

provision shall be unaffected and shall remain in full force and effect.

12.6 The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

12.7 All third party rights are excluded and no third parties shall have any rights to enforce the Contract. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier. This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

### 13 ADDITIONAL CONDITIONS ALAN'S SKIPS LIMITED

13.1 The Supplier may insert and present for payment any balance due and unpaid where the Customer has signed a blank or nil value debit or credit card voucher. The Supplier may also process interim payments by credit or debit card at any stage of the Contract.