

## Conditions of Hire

In these conditions:

'Operator' means RV Maidment Ltd

'Skip' means a container designed to be carried on a Vehicle and placed on a highway or other land for the storage and or removal of waste.

'Customer' means the person hiring a skip

'Vehicle' means the vehicle which is delivering or collecting a skip which is the subject of the contract.

'Driver' means the driver of the vehicle

'The Site' means the place whether on or off the highway where a skip is deposited.

1. The Operator shall ensure that the Skip is clearly and indelibly marked with the Operators name.
2. The standard hire period is 10 days however unless a longer higher period is agreed by the Operator but the long term hire charge comes into effect 60 consecutive days after delivery.
3. The Operator shall be under no obligation to deposit a Skip where the Driver deems The Site is unsuitable for whatever reason.
4. The Operators shall use reasonable endeavours to comply with the Customers requirements but can accept no responsibility for failure to supply or for any delay caused directly or indirectly by any circumstances beyond the Operators control or by any unforeseen or abnormal conditions, or by any act or neglect on the part of the Customer
5. The time allowed for depositing or picking up a Skip is twenty minutes. If the Vehicle is kept waiting for longer than this the Customer shall be liable for demurrage at the Operators current rate.
6. Where the Driver is directed to deposit or pick up a Skip on or from The Site which is off the public highway
  - a) The Operator shall be under no liability whatsoever for any damage howsoever caused whilst the Vehicle or Skip is off the public highway
  - b) The Customer shall compensate the Operator for any damage to the Vehicle or the Skip which would not have occurred had the Operator or Driver not been so directed and which is not due to any negligent driving on the part of the Driver
  - c) The Customer shall direct the Driver or Operator where to deposit a skip. The Customer shall not move the Skip from its placement without the consent of the Operator
7. Where the Operator is directed to deposit a Skip on the highway by the Customer, the Customer shall ensure that they have informed the Operator to ensure the relevant permissions required can be obtained.

- a) It is the Operators responsibility to ensure that the Skip is properly sited and marked at the time of placement at The Site in accordance with the permissions given.
- b) It is the Customers responsibility to ensure that the Operator is informed if any act causes the Skip to have items removed which would cause a breach to the conditions imposed in accordance with the permissions given.
8. The Customer shall ensure that
  - a) Waste placed in the Skip is what was agreed at the time of order. The Operator reserves the right to charge the Customer extra for any items found in the Skip which were not agreed.
  - b) It is not overloaded and is filled no higher than the top of the sides, so that the full Skip can be safely carried on the public highway
  - c) It suffers no damage other than fair wear and tear
  - d) No fires are lit in in the Skip
  - e) No substance that can cause a fire are placed in it for example hot ashes
  - f) No asbestos or food waste is placed in it unless otherwise agreed by the Operator
9. The Customer shall compensate the Operator if damage occurs due to a breach of these conditions
10. Except otherwise agreed, the Customer shall fill any Skip within the hire period and shall inform the Operator at least one clear working day in advance of its readiness for collection or replacement.
11. The Operator reserves the right to collect and charge for a Skip regardless of whether or not the Skip was finished with when the long term hire period comes into effect.
12. Payment is required either at the time of order, upon delivery or on account. Payment terms for account customers are 30 days from the date of statement. Payment terms for non-account customers are at the time of order or upon delivery. For non - account customers Skips will not be collection unless payment has been received unless otherwise agreed.
13. These terms and conditions supersede any previous terms and conditions.
14. By signing the duty of care and accepting the delivery of the skip you understand your responsibilities under these conditions for hire and will discharge my duties under them.
15. The responsibility for payment of invoice lies with our customer, within the agreed payment terms.