

Conditions for Hire of Skips

In these conditions

"owner" means TOM WHITE WASTE LTD

"hirer" means the customer of Tom White Waste Ltd

"vehicle" means a Tom White Waste Ltd vehicle

"driver" means the driver of the vehicle

"the site" means the location of the skip placed on the directions of the hirer

The owner enters into agreements for the hire of skips and disposal of the contents upon the following conditions:

- 1 No agent or employee of the owner is permitted to alter or vary these conditions in any way or give any consent thereunder unless they are authorised in writing by the owner to do so.
- 2 The owner will use his best endeavours to comply with the hirer's requirements but can accept no responsibility for failure to supply or for any delay in providing skips which may be caused directly or indirectly by any circumstances beyond the owner's 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 the 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 presence of the skip on the site and which could not have been made or inflicted had the skip not been placed on the site.
- 4 The hirer shall direct the driver to the desired location to deposit or pick up the skip.
- 5 (a) Where the driver is directed to deposit or pick up the skip on or from a site which is off a highway, the owner shall be under 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. Without prejudice to the generality of condition 3
(b) The hirer shall be subject as above 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. The hirer will compensate the owner for any damage to the vehicle or the skip that would not have occurred had the driver not been so directed and 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, shall be liable for reasonable demurrage.
- 7 The hirer shall ensure that all permissions required before skips can lawfully be deposited on the site, including the permission required under

the Highways Act 1971, 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 the consent of the owner.
- 9 (a) the hirer shall ensure that no waste to which section 3(1) of the Deposit of Poisonous Waste Act 1972 applies will be placed in the skip without the written consent of the owner.
(b) if any waste to which the said section applies is placed in any skip, the hirer shall immediately give the notices required by the said section and send copies of such notices to the owner.
- 10 The hirer shall ensure that 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 lighted during the hours of darkness
 - (c) no fires are lit in it
 - (d) it is filled no higher than the top of the 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 a highway authority relating to the marketing of the skip with reflective paint.
- 12 Except as specifically otherwise agreed in writing, the hirer shall fill the skip within the hire period and inform the owner in good time of its readiness for collection or replacement.
- 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 a constable in uniform under section 32 of the Highway Act 1971.
- 15 Except as specifically agreed in writing, the owner agrees to the disposal of the contents of the skip.