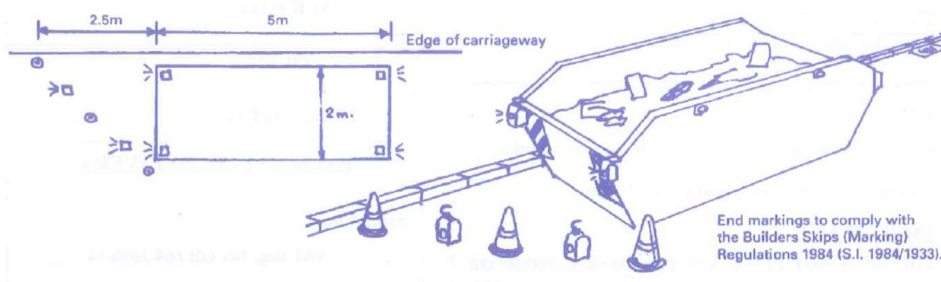


## Terms & Conditions of Hire of Skips

For the purpose of these conditions "owner" means ETM Recycling Ltd, "hirer" means customer, "vehicle" means the vehicle which is delivering or collecting the skip, "driver" means the driver of the vehicle, "the site" means the place where the skip is deposited on the directions of the owner.

1. No agent or employee of the owner is permitted to alter or vary these conditions in any way or to give consent thereunder unless he is authorised in writing by the owner to do so.
2. The owner will use his best endeavour to comply with the hirer requirements but can accept no responsibility for failure to supply or for any delay supplying skips which may be caused directly or indirectly by any circumstances beyond the owners control.
3. The hirer shall direct the driver where to deposit or pick up the skip
4. Where the driver is directed to deposit or pick up a skip on or from a site which is off a highway 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. The hirer will compensate the owner for any damage to the vehicle or 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 our driver.
5. The time 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
6. The hiring of the skip will commence on the date and time of delivery to the address stated overleaf
7. The owner accepts no responsibility whatsoever for the accuracy of the information in Section A overleaf
8. The Hirer shall make 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 obtained before he directs the driver to deposit the skip.
9. The hirer shall not move the skip from the site without consent of the owner
- 10.1 Where the skip has been placed on the highway the hirer must;
  - guard the skip at all times with three traffic cones placed in an oblique line (see diagram)
  - place the light and maintain the lamps provided by the owner at each corner, attached to the bin and between each cone, from half an hour after sunset to half an hour before sunrise
  - see the highway is left clean, tidy and free from debris
  - see that the contents will not fall on the highway
- 10.2 The Owner will sometimes leave lights and cones as an emergency measure only, but it is the hirers responsibility to ensure the skip is properly coned and lit by lights in accordance with any requirements of the local authority. The price of the hire reflects the fact that this becomes the responsibility of the hirer upon receipt of the skip
- 10.3 In the event the Owner is found responsible in tort for a failure to light or cone the skip in accordance with legislation and local authority regulations then the Hirer shall indemnify the owner for any damager awarded by a court plus any associated costs.
11. The owner shall ensure that the skip is clearly and indelibly marked with his name and telephone number.
12. (a) The hirer shall ensure that no waste to which Section 3(1) of the Poisonous Waste Act 1972 applies is 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 said section and send copies to the owner.
13. The hirer must:-
  - Not light or allow fires to be lit in the skip
  - Not overload the skip
  - Not board-up the skip
  - Not re-site the skip
  - Notify the owner as soon as the skip is filled
  - Not remove or interfere with any identification marks on the skip
  - Immediately notify the Owner of any accident or damage involving the skip
  - Ensure it is properly sited in accordance with the permissions given
14. 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 marking of the skip with reflective paint.
15. 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 it's readiness for collection or replacement
16. The owner will remove or reposition the skip if required at anytime to do so by a highway authority or a constable in uniform under Section 32 of the Highways Act 1971.
- 17.



EMERGENCY CONTACT TELEPHONE NUMBER:

01179 533 654