

# Terms & Conditions of Skip Hire

## 1. DEFINITIONS

- 1.1. "Hirer" shall mean the company or person who has requested the hire of equipment
- 1.2. "Equipment" shall mean any skip or any other waste container provided to the hirer under this contract.
- 1.3. "The company" shall mean Neil Williams Haulage Ltd.
- 1.4. "Site" shall mean the location that has been requested for equipment delivery and use.
- 1.5. "Vehicle" shall mean the vehicle used for delivery or uplift of the equipment.
- 1.6. "Waste" shall mean all material described by the hirer to be placed in the equipment for removal from site.
- 1.7. "Hazardous Waste" shall mean any waste defined as Special Waste by The Special Waste Amendment (Scotland) Regulations 2004.

## 2. GENERAL

- 2.1 These terms and conditions will be governed by Scottish Law
- 2.2 These terms and conditions will apply to the hire of all equipment between the company and the hirer and shall not be overridden by the hirer's terms and conditions.
- 2.3 These terms and conditions will be deemed as accepted by the hirer when the equipment is delivered on site according to the hirers instructions or when the equipment is received by a representative of the hirer.
- 2.4 The company shall be entitled to treat the hirer as contractually bound by these terms and conditions upon signed receipt of equipment by a representative of the hirer unless the hirer can show that there were no reasonable grounds to suppose that the representative did not have authority to do so.

## 3. DELIVERY

- 3.1 The hirer shall be responsible for ensuring suitable access to and from the site. Where the vehicle is directed or delivery is requested to a site off the public highway the hirer will indemnify the company in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from the direction of the hirer or their representative.
- 3.2 The hirer shall compensate the company for any damage to the vehicle or equipment sustained during delivery save for that caused by the negligence of the company or its agents.

#### 4. USE OF EQUIPMENT

- 4.1 The hirer shall ensure that all permissions required before skips can lawfully be deposited on site, including the permission required under the The Roads (Scotland) Act 1984 have been obtained before he directs the driver of the vehicle to deposit the skip
- 4.2 It is the hirers responsibility to obtain, adhere to the conditions of and keep in force any permit required by The Roads (Scotland) Act 1984 . Where equipment is to be placed on the public highway the hirer will also ensure that all requirements of The Roads (Scotland) Act 1984 are met.
- 4.3 The hirer shall complete all activities within the period of any licence and give 2 clear working days notice, within the licence period, for the uplift of the equipment.
- 4.4 Notwithstanding section, it shall be the company's responsibility to ensure compliance with any condition relating to correct marking of the equipment.
- 4.5 The hirer shall not place or cause to be placed any thing other than waste.
- 4.6 The hirer shall not place any Special Waste in the container. If any Special Waste is contained within the equipment when it is uplifted the company will arrange safe disposal and the hirer will be liable for all costs associated with such disposal.
- 4.7
- (i)The hirer will ensure that the Equipment is loaded in accordance with the guidelines contained at Schedule 1 of these Terms & Conditions and will, at all times, ensure that the contents of the Equipment do not exceed the maximum payload stated therein.
- (ii)The hirer will, at all times, ensure that the Equipment and its contents are in a condition suitable for safe uplift, loading and transit, including but not restricted to fulfilling the requirements set out in section 4.7(1) above.
- (iii)The hirer will indemnify the company in respect of any costs incurred or claims or expenses incurred by the company in making the load safe for loading, removal or transit including but not restricted to reducing the weight of the contents of the Equipment by the use of additional Equipment or in any other way making the contents of the Equipment safe for uplift, loading and transit.
- (iv)The decision of whether the Equipment is safe to load will rest solely with the company and its representatives.
- 4.8 The Hirer shall not:
- Set fire to the contents of the Equipment
  - Alter or remove any markings on the Equipment
  - Move the Equipment without the Company's prior consent

## **5. INDEMNITY**

The hirer shall indemnify the company in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from or in connection with the use of equipment.

The hirer shall indemnify the company in respect of any fines, notices, penalties arising from the failure to obtain the appropriate permissions, permits or licences referred to in Section 4.

## **6. CONSEQUENTIAL LOSS**

The company shall not be liable for any consequential losses, expenses, liabilities, claims or proceedings howsoever caused by, or arising out of, the late delivery, non-delivery, or unsuitability of the equipment.

## **7. DURATION OF HIRE**

The period of hire will commence when the equipment arrives at the hirer's site and shall expire when the equipment is uplifted by the company and comes under the company's control.

## **8. OWNERSHIP & RESPONSIBILITY FOR DAMAGE**

8.1 The Equipment shall remain the property of the Company at all times

8.2 The hirer will be liable for loss or damage to the Equipment during the Duration of Hire.

## **8. PAYMENT TERMS**

Payment is strictly within 30 days unless expressly agreed in writing.

## **9. INVALIDATION**

Should any of these Terms and Conditions be held to be invalid, such invalidation will not affect the validity of the remaining Terms and Conditions.

## **Schedule 1**

### **Waste Skips & Bins Loading Procedure**

Customers should always state the type of material the skip / bin will contain. If informed, NWH will advise the customer on which size of skip or bin can be used for different materials.

#### **8 Yard Skip**

- Maximum pay load 7.5t
- 8 yard skips are most commonly used for general industrial waste. Alternatively due to their cubic capacity they can be used for inert or more heavy waste
- When loading an 8 yard skip loads should be spread evenly across the internal area of the skip.
- If loading inert or heavier waste loads should always be spread evenly across the internal area of the skip or filled level with the lower ends of the skip, therefore reducing the chance of overloading.
- Mixed loads should ideally be level with the top of the skip for netting purposes to prevent spillage when during loading or transportation.

#### **12 Yard Skip**

- Maximum pay load 7.5t
- 12 yard skips are mainly for bulky light waste. If filled with heavy fines or inert material the skip is in danger of being overloaded.
- When loading a 12 yard skip loads should be spread evenly across the internal area of the skip.
- Loads should ideally be level with the top of the skip for netting purposes to prevent spillage when during loading or transportation.

#### **14 Yard Skip**

- Maximum pay load 7.5t
- 14 yard skips are mainly for bulky light waste, if filled with heavy fines or inert material the skip is in danger of being overloaded.
- When loading a 14 yard skip loads should be spread evenly across the internal area of the skip.
- Loads should ideally be level with the top of the skip for netting purposes to prevent spillage when during loading or transportation.

#### **20 Yard Bin**

- Maximum payload 16t
- 20 yard bins are most commonly used for general industrial waste, alternatively due to their cubic capacity they can be used for inert or heavy waste.
- When loading a 20 yard bin loads should be spread evenly across the internal area of the bin.
- If loading inert or heavier waste loads should be spread evenly across the internal area of the skip or filled level with the sides of the skip, therefore reducing the chance of overloading.
- Mixed loads should ideally be level with the top of the skip for netting purposes to prevent spillage when during loading or transportation.

### **30 Yard Bin**

- Maximum pay load 15t
- 30 yard bins are mainly for bulky light waste, loading heavy or inert waste is not advised for these bins.
- When loading a 30 yard bin, loads should be spread evenly across the internal area of the bin.
- Loads should ideally be level with the top of the skip for netting purposes to prevent spillage when during loading or transportation.

### **40 Yard Bins**

- Maximum pay load 13t
- 40 yard bins are mainly for bulky light waste, loading heavy or inert waste is not advised for these bins.
- When loading a 40 yard bin, loads should be spread evenly across the internal area of the bins.
- Loads should ideally be level with the top of the skip for netting purposes to prevent spillage when during loading or transportation.

### **50 Yard Bins**

- Maximum pay load 13t
- 50 yard bins are mainly for bulky light waste, loading heavy or inert waste is not advised for these bins.
- When loading a 50 yard bin, loads should be spread evenly across the internal area of the bins.
- Loads should ideally be level with the top of the skip for netting purposes to prevent spillage when during loading or transportation.