**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 NWH Waste Services 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/Special Waste

(Amendment) (England and Wales) Regulations 2001

2. GENERAL

2.1 These terms and conditions will be governed by the jurisdiction of the courts of

the country in which the depot supplying the hired equipment is located

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 Roads

(Scotland) Act 1984/Highways Act 1980 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/Highways Act

1980. Where equipment is to be placed on the public highway the hirer will

also ensure that all requirements of The Roads (Scotland) Act 1984/

Highways Act 1980 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 anything 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

7.1. For domestic skips, the maximum hire period is 7 days, which is negotiable on price. Skips can be hired for up to 30 days but will not be eligible for the £200+VAT domestic skip offer price.

7.2. Commercial skips have a maximum hire period of 30 days. At 30 days, the company will exchange or uplift the skip/hook.

7.3. Rental charges will apply for any equipment kept for more than 30 days.

7.4. 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 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.