

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 The hirer shall not :
- Overload the equipment
 - Set fire to the contents of the equipment
 - Alter or remove any markings on the equipment
 - The hirer shall not move the skip 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.