

## Terms & Conditions

### Conditions For Hiring Equipment

1. Payment in full for the equipment shall be due and payable within 30 days from the date of invoice unless the company exercises its option to demand payment in advance.
2. If the customer fails to make any payment in full by the due date, the company shall be entitled to terminate the contract forthwith and recover all loss or damage resulting from the termination.
3. The hire period shall commence and the risk of any loss or damage to the equipment shall pass to and remain with the customer from the time when the equipment first arrives at the customer's premises or the location where the equipment is left at the request of the customer as the case may be.
4. The hire period shall continue until the equipment is collected by the company.
5. If the customer requests the equipment to be placed in a position which requires the delivery vehicle to leave the public highway, the customer shall indemnify the company against any loss, costs, claims, damages or expenses which the company may thereby incur, whether as a result of damage to the delivery vehicle, the equipment, the property of the customer or a third party, including damage to the road margins and pavements.
6. During the hire period the customer shall make good to the company all loss or damage to the equipment (Fair wear and tear excepted).
7. The customer will conform with all statutory enactments and regulations and by laws and regulations of local or other authorities which apply to the equipment or the waste to be disposed of, and in particular will:
  - (i) Ensure that any permission required to be obtained from the Highway Authority is obtained.
  - (ii) Ensure that the equipment is properly lighted in accordance with the Highway Act 1980.
8. The customer shall not:
  - (i) overload the equipment.
  - (ii) Set fire to the contents of the equipment.
  - (iii) interfere with the mechanism of the equipment.
  - (iv) Add on to or attach to the equipment any painting, sign-writing, lettering, lettering or advertising.
  - (v) move the equipment.
9. The company shall be entitled to refuse to deal with any material not previously described as waste by the customer for collection by the company (and as agreed by the company) or which falls outside the terms and conditions of its site license, copies of which are available from the company and any such material shall be removed at the liability and cost of the customer.
10. The customer shall not remove, deface or conceal any name plate or mark indicating that the equipment is the property of the company.
11. The customer shall not sell, charge, sub-contract, re-hire, lend or assign any part of the equipment without the prior written consent of the company.
12. The equipment shall at all times remain in the ownership of the company and the customer will have no rights in the equipment other than as a mere bailee. The company may however assign and sell its rights under the agreement and its rights in and to the equipment. The equipment must only be used by the customer.
13. If the customer shall be in breach of these terms and conditions the company shall be entitled to terminate this contract forthwith and recover all loss or damage resulting to the company including loss of profit or other consequential loss. If the contract is terminated under this condition all sums due to the company under the agreement shall become payable immediately in place of payment terms set out in condition 1.

### Terms and Conditions of entry tipping.

1. These conditions supersede any previous conditions of entry published by the company and constitute the only conditions, which the company will grant to the customer and its agents the right to enter the site for the purposes of tipping waste.
2. All drivers and personnel of the customer or its agents shall report to the site office/weighbridge on arrival at the site.
3. All drivers and personnel of the customer or its agents shall hand in a completed conveyance note and shall sign the appropriate company documentation before proceeding to the tipping area for the purpose of tipping waste.
4. All drivers and personnel of the customer or its agents shall be under the direction of the site personnel and shall comply with their reasonable orders at all times PROVIDED THAT such compliance shall not relieve the customer of any of its duties or obligations set out under these conditions.
5. It is the responsibility of the drivers of vehicles delivering waste to satisfy themselves that access to the tipping area is in a suitable condition for the vehicles. The company gives no warranty that access is in a suitable condition and accordingly will be under no liability in respect of any damage caused to delivery vehicles or any losses resulting from such damage or any losses whatsoever due to the condition of the access to the tipping area.
6. The customer and its agents personnel and vehicles shall at no time stray from the access roads when on the site and shall follow all signs. All drivers and personnel of the customer or its agents shall at all times comply with the health & safety rules of the company when on site. In particular in relation to the provision of use of personal protective equipment. Failure to do so may well result in drivers and others being banned from the site.
7. All waste delivered to the site shall become the property of the company on being deposited on the ground (and will be dealt with in accordance with the terms of its site license) PROVIDED THAT this condition shall not be absolute the customer from any liability or any responsibility under any local or government legislation or regulations.
8. The customer shall not tip or attempt to tip waste which may contravene the terms of the companies site license, copies of which are available at the site.
9. Payment of the price shall be due and payable within 30 days from the date of invoice unless the company exercises its option to demand payment in advance. The company reserves the right at any time to recover additional amounts of landfill tax plus interest from the customer should it be determined by customs & excise that the amount invoiced to the customer for such is insufficient.
10. The customer shall indemnify the company against injury, demands, actions, costs, charges, expenses, loss, damage or liability to any persons or property arising from the act of omission of the customer or any agents of the customer.
11. The company excludes all liability for any loss or damage to any property belonging to the customer or its agents and to all drivers and personnel of the customer or its agents (including personal effects) or deposited by the customer or its agents or the drivers and personnel of the customer or its agents on the site and shall not be bound to return the same.

### Duty of care

1. The customer shall ensure that all provisions of section 34 of the environmental protection act 1990 the environmental protection (duty of care) regulations 1991, the control of pollution (amendment) act 1989 and the controlled waste (registration of carriers and seizure of vehicles) regulations 1991 are complied with.
2. This includes without limitation the following responsibilities:
  - (i) Waste shall be adequately contained and not allowed to escape;
  - (ii) A waste transfer note is signed;
  - (iii) An accurate written description of the waste shall be provided;
  - (iv) Waste shall be transported by a registered waste carrier.
3. The customer warrants that it has complied fully with the above acts and regulations and indemnifies the company against any costs, losses or damages howsoever arising as a result of its failure to so comply.