

Terms & Conditions

Container Hire

1. Customers warrant with respect to each container ordered to be placed other than on private property.
 - (a) that the permission of the highway authority has been duly obtained under section 31 Highways Act 1971
 - (b) that the said permission will be kept in force by the extension or renewal as necessary until either the container is removed or until the expiry of one clear working days notice is given to us to remove the container.
 - (c) that they will ensure the observation and performance at all times of the conditions subject to which the aforesaid permission is granted and in particular will SECURE THAT THE CONTAINER IS PROPERLY LIGHTED THROUGHOUT THE HOURS OF DARKNESS.
 - (d) that they will not remove the container from the place where it is deposited without first obtaining both the written authority of the Highway Authority and ourselves and that they
 - (e) will ensure at the time when the collection is requested there is clear space at the end of the container of not less than thirty feet to enable the lorry necessary access to effect to collection and removal.
2. The customer further warrants as a term of this contract that he or a responsible officer in his firm or company organisation has read or had explained to him/her and fully understands all the conditions subject to which the Highway Authority's permission has been granted and that undertakes that he/she will secure that all the conditions so specified shall be complied with and in particular THAT THE CONTAINER IS PROPERLY LIGHTED DURING THE HOURS OF DARKNESS
3. Unless specifically otherwise agreed customers shall themselves provide three marker cones by day and three marker cones plus six red lights during the hours of darkness on the container as required by the Highway's Act. 1971 if the same is placed on the public highway (including grass verges and footpaths or pavements) or anywhere else where damage to property or injury to third parties is foreseeable. They should also ensure the safe loading of materials into the container.
4. Customers warrant either:
 - (a) that the waste material is of such a nature that they regulations issued by the Secretary of State under the Deposit of Poisonous Waste Act. 1972 (hereinafter called the Act) in force on the date of removal of each loaded container exempt the waste material being removed from the provisions of the Act or
 - (b) that the required notice has been served under the provisions of section 3 (2) of the Act covering removal of each loaded container.
5. Customers requesting or ordering vehicles delivering or collecting to leave the road shall reimburse us in full in respect of any loss, costs, claims, damages or expenses we may thereby sustain whether it is a result of damage to the vehicle, the container or to the property of the customer of third party including to the road margins and pavements
6. Customers shall reimburse us in respect of any loss or damage to the containers whilst on hire to them from whatsoever course the same may arise (fair wear and tear expected). Customers shall also fully indemnify is in respect of any claim for injuries to persons or property arising out of the use of the containers whilst on hire to them whosoever the same may be caused or arise, and in particular customers undertake
 - (a) not to light fires in the container nor burn anything therein



- (b) not to place any corrosive acid or noxious substances or liquid cement or concrete in the container
 - (c) not to place any refrigerators, freezers, LPG containers or asbestos in the container
 - (d) not to place any toxic liquids such as paints, thinner and the like in the container
 - (e) not to place any tyres of any kind in the container
 - (f) to ensure that the container is not filled above the level of the sides thereof
 - (g) to pay all extra expenses and costs including possible a new container which may result from non-observance of the above
- Overloaded skips will not be removed until excess has been unloaded at the customers' responsibility.
7. One clear working days notice is required to terminate the hiring of the container. Customers undertake to fill the skip within the period of the licence granted under the Highways Act and give us such notice of its readiness for collection.
 8. Included in the standard price of this contract is a ten minute period for the deposit of or loading and removal of a container. Any further delay ensuring from whatsoever cause will result in demurrage being charged at the day work rate of the vehicle kept waiting
Skips may be collected without prior notification if deemed to be full or have been at the delivery address for an excessive period of time.
 9. Customers should ensure the safe loading of materials into containers (ownership of the contents of any container shall pass to us upon collection unless otherwise agreed in writing).
 10. In the event of the Highway Authority or the Police exercising their powers to, or to cause to, light, move or remove the container during the period of hire the customer acknowledges that he is responsible for all costs hereby incurred.

Tipping

1. Customers warrant that loads tipped at the Waste Transfer Station:
 - (a) do not contain any corrosive acid or noxious substances
 - (b) do not contain any refrigerators, freezers, LPG containers or asbestos in the container
 - (c) do not contain any toxic liquids such as paints, thinner and the like in the container
 - (d) do not contain any tyres of any kind in the container
- Any unsuitable materials will be reloaded at the time or tipping or disposed of at a later date and any additional costs shall be charged to the customer.