

# **BITHELLS**

## **WASTE MANAGEMENT LTD**

### **CONDITIONS OF HIRE**

1. Customers warrant with respect to each container ordered to be placed other than on private property.
  - a. that they will not remove the container from the place where it is deposited without first obtaining both written permission of the Highway Authority and ourselves.
  - b. that they will ensure that at the time when collection is requested there is a clear space at one end of container of not less than thirty feet to enable the lorry necessary access to effect the 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 and fully understands all the conditions subject to which the Highway Authority's permission has been granted.
3. Customer warrant either:
  - a. that the waste material is of such a nature that the regulations issued by the Secretary of State under Deposit of Poisonous Waste Act 1972 (hereinafter called the Act) in force on the date of the 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(1) of the Act on the require Authority in the form required by Section 3(2) of the Act covering removal of each loaded container.
4. Customers requesting or ordering vehicles delivering or collecting containers to leave the road shall reimburse us respect of any loss, costs, claims, damages of expenses we may thereby sustain whether it is result of damage to the vehicle to the container or to the property of the customer or third party including damage to the road margins and pavements, but so that we shall remain liable in respect of any negligence on the part of ourselves or our employees.
5. Customers shall reimburse us in of any loss or damage to the containers whilst on hire to them for whatsoever cause the same may (Fair wear and tear expected). Customers shall also fully indemnify in respect of any claims for injuries to persons or property arising out of the use of the containers whilst on to them howsoever the same may be caused or arise, and in particular customers undertake
  - a. NOT TO LIGHT FIRES in the container nor to burn anything therein.
  - b. not to place any corrosive acid or noxious substance nor liquid cement or concrete in the container.
  - c. to ensure that the container is not filled above the level of the sides thereof.
  - d. to all the extra expense and costs including possibly a new container which may result from non-observance of the above. Overloaded skips will not be removed until excess has been unloaded the customer's liability.
6. One clear working day's notice is required to terminate the hiring of the container. Customers undertake to fill the skip within the period of the license granted under the Highways Act and to give us such notice of its readiness for collection.
7. 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.
8. In the event of the Highway authority or the Police exercising their powers to, or to cause us to, light, move or remove the container during the period of hire the customer acknowledges that he is responsible for all costs thereby incurred.