

# NJB RECYCLING LTD - SKIP AND GRAB HIRE - TERMS AND CONDITIONS OF HIRE

YOU, THE CUSTOMER, MUST ENSURE THAT YOU ARE PROPERLY COVERED BY INSURANCE IN RESPECT OF ANY LIABILITY FALLING ON YOU UNDER THIS CONTRACT.

## 1. DEFINITIONS

- (a) 'Owner' is NJB Recycling Ltd.
- (b) 'Customer' is the company, firm, person, corporation or public authority taking the Owner's containers on hire and includes their successors or personal representatives.
- (c) 'Site' means the address of the Customer or such other place specified by the Customer and agreed to by the Owner at the time of the hire.
- (d) A 'week' shall be seven consecutive days.
- (e) A 'month' shall be one calendar month.
- (f) The 'hire period' means the period from when the container is delivered to the Site to when the container is collected from the Site which shall not exceed 7 days.

## 2. EXTENT OF CONTRACT

No terms other than those expressly contained herein shall apply to or form part of the contract, if the customer is not hiring as a consumer, but as a business there are excluded to the fullest extent permitted by law any implied warranties as to the condition, quality and fitness for purpose of the container.

## 3. MAXIMUM PERIOD OF CONTRACT (HIRES TO UNINCORPORATED BODIES)

If the Customer is an individual, partnership or other unincorporated body and notwithstanding any other term, the contract of hire will terminate not later than three months from the date of its commencement and the Customer shall restore the container to the Owner on or before the last day of the three month period.

## 4. CONDITION OF CONTAINER

- (a) The Owner does not warrant that the container supplied shall be fit for any special purpose.
- (b) The Customer shall satisfy himself as to the type and condition of the container supplied at the time of delivery of the container. The Owner is not liable to the Customer if the container supplied is different from the one ordered, as regards its type, condition, capacity or size.
- (c) Unless notice to the contrary is received by the Owner within 24 hours of the supply of container, the container shall be deemed to be supplied in good order, except for defects which could not have been discovered by reasonable examination.

## 5. TRANSPORTATION LOADING AND UNLOADING

- (a) The Owner shall be responsible for delivering the container to the site and for collection of the container from the Site at the end of the hire period.
- (b) Any person supplied by the Customer to supervise, in the loading and unloading shall be deemed to be under the Customer's control who alone shall be responsible for any damage caused to the container as a result of the supervision of such loading and unloading. In particular if the delivery and unloading of the container is directed to be off the public highway, the Customer shall be responsible for damage to property caused during such delivery unloading and during loading and collection.

## 6. UNAUTHORISED CHANGE OF SITE

The container must not be moved from the Site without the written authority of the Owner.

## 7. UNAUTHORISED RE-HIRING OF CONTAINER

The container shall not be re-hired, sublet, or lent to any third party without the previous written consent of the Owner.

## 8. MAINTENANCE, OPERATION AND USE OF CONTAINER

- (a) The Customer shall at all times keep himself acquainted with the state and condition of the container and ensure that it remains safe and serviceable.
- (b) The Customer shall not use or permit the use of the container for any purpose other than as a waste container.
- (c) The Customer undertakes to use or permit the use of the container only in accordance with any relevant operating and safety instructions that may be supplied with it.
- (d) The Customer shall not make any alterations or modifications to the container.
- (e) The Customer acknowledges that the Customer, his agent, or employee has been instructed in the safe use and operation of the container supplier and undertakes to ensure that any other user of the container will also be accordingly instructed.
- (f) The Customer warrants to the Owner that (unless the Owner has agreed to obtain the same) he has obtained all consents, licenses, permissions, authorisations and the like which are required for the use and siting of the container. In particular, where the container is to be sited on a public highway or path, the Customer warrants that the Highway Authority has given to the Customer permission to site the container where the container will be directed to be delivered. The Customer shall comply with all conditions and instructions provided by the Highway Authority in connection with any permission granted.
- (g) The Customer shall provide and maintain for the hire period adequate warning lights (and/or cones as may be relevant) on containers left on or near the public highway or any other place where damage or injury to third parties could be caused at night.
- (h) The Customer shall ensure that the container is not left in a dangerous condition as regards the nature of and the condition of loading of the materials put into the container. The Customer shall ensure that the container is not overloaded, or unevenly loaded with heavy or bulky materials on the top.
- (i) The Customer shall not permit dangerous, corrosive, harmful, poisonous or toxic substances or any other contaminated material; gas cylinders; or tyres to be put into the container.
- (j) The Owner may refuse to collect the container if the Customer is in breach of paragraphs (h) or (i) above and for this purpose the hire period shall continue until those breaches have been remedied.
- (k) The Customer shall indemnify the Owner against the costs of safe disposal of any items in the container on collection which are in breach of paragraph (h) or (i) above.

## 9. ACCESS BY OWNER FOR INSPECTION AND COLLECTION OF CONTAINER

The Customer shall at all reasonable times allow the Owner, his agent, employees and insurers to have access to the container to inspect and collect it.

## 10. NOTIFICATION OF ACCIDENTS

If the container is involved in any accident resulting in damage to the container or to other property or injury to any person, the Owner must be notified immediately.

## 11. CUSTOMER'S RESPONSIBILITY FOR LOSS OF OR DAMAGE TO CONTAINER

- (a) During the continuance of the hire period, the Customer shall be liable to the Owner for the cost of all loss of or damage to the container from any cause whatsoever, except for fair wear and tear.
- (b) In the event of loss or damage to the container, hire charges shall continue until such time and date as the Customer pays for the cost incurred by the Owner in respect of such loss or damage.

## 12. CUSTOMER TO INDEMNIFY OWNER AGAINST THIRD PARTY CLAIMS

- (a) The Customer shall at all times indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with, or arising out of, the use or possession or delivery or collection of the container, and in respect of all costs and charges in connection therewith.
- (b) The Customer shall at all times indemnify the Owner (or its agent or sub-contractor) for any cost, claim, damage, expense or loss incurred by the Owner (or its agent or sub-contractor) where the delivery or collection of the container involves the delivery vehicle (or any part of it) leaving the public highway.

## 13. CONSEQUENTIAL LOSS ETC.

- (a) The Owner shall not be liable for any consequential loss or damage arising from this contract
- (b) The date and time for delivery and collection of containers are estimates only and the Owner, shall not be liable for the consequences of late delivery of or late collection of a container. (c) The Owner shall not be liable for any delay or default in performance arising out of force majeure or any reason outside its reasonable control.
- (d) Save for liability for death or personal injury caused by the Owner's negligence (which shall be unlimited) the Owner's liability to the Customer shall not exceed the charges for the hire period.

## 14. TERMINATION OF HIRE CONTRACT

When the hire is for a fixed period, it shall terminate on the date that period expires. When the hire is not for a fixed period or when it's continued after the expiry of a fixed period, without any new period being agreed, either party may terminate the hire by giving to the other one working days' notice in writing.

## 15. AVAILABILITY OF CONTAINER ON COMPLETION OF HIRE

- (a) The Customer shall be responsible for making the container available for collection by vehicle to the Owner's reasonable requirements on completion of the hire in a condition equal to that as at the commencement of hire, fair wear and tear excepted.
- (b) When the container cannot be returned to the Owner on the completion of the hire owing to the loss, destruction, or theft of the container, whether or not due to any fault of the Customer, his agent or employee, the Customer shall pay to the owner the manufacturer's recommended selling price for that container.

## 16. PAYMENT OF HIRE CHARGES

- (a) Containers shall be hired by the week or for such alternative period as the Owner may in writing agree.
- (b) All times, including Saturday, Sunday and Public Holidays, falling within the hire period are chargeable.
- (c) All hire charges are payable on demand and unless the Customer has a credit account with the Owner an hire charges must be paid in advance on delivery of the container. If the Customer has a credit account, invoices must be paid by the Customer within, 28/30 days of their date. The Owner may suspend or terminate any contract with the Customer if the Customer is in breach of this or any other contract with the Owner or if the Customer's credit references are inadequate or if a credit account is overdue for payment.
- (d) If the container is not ready to be collected, or cannot be collected (other than by reason of the Owner's default) on the due date for collection, hire charges shall continue until such time as the container is collected by the Owner, or until payment has been made by the Customer as described in Clause 15(b).
- (e) If payment of a hire charge or other sum due under the contract is not made on its due date for payment the Owner may charge interest at the rate of 4% per annum over the base rate from time to time of HSBC.

## 17. OWNER'S NAME-PLATES

The Customer shall not remove, deface or cover up any name-plate or identification mark or number on the container, nor shall he put any made on the container which might indicate or suggest that the container is not the property of the Owner.

## 18. CUSTOMER NOT TO DISPOSE OF CONTAINER

- (a) The Customer shall not sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the container except with the written consent of the Owner.
- (b) The Customer shall protect the container against distress, execution or seizure.
- (c) The Customer shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a result of any failure to observe and perform the terms and conditions of this Clause, except in the case of Government requisition.

## 19. TERMINATION FOR BREACH OF CONTRACT

- (a) This Contract of Hire shall immediately be terminated without any notice or other act on the part of the Owner if the Customer-
  - (i) defaults in the payment of any sums due to the Owner for the hire of container or other charges; or
  - (ii) fails to observe and perform the terms and conditions of this Contract or
  - (iii) suffers any distress or execution to be levied against him or makes or proposes to make any arrangement with his creditors or is made bankrupt or, being a Company, goes into liquidation, administration or receivership; or
  - (iv) does or causes to be done or permits or suffers any act or thing whereby the Owner's rights in the container may be prejudiced.
- (b) If this Contract is terminated under this Clause, it shall be lawful for the Owner to retake possession of the container and, for that purpose, to enter into or upon any premises where the container may be.
- (c) The termination of the Contract under this Clause shall not affect the right of the Owner to recover from the Customer any moneys due under this Contract or damages for breach of this Contract.
- (d) The waiver by the Owner of any breach of any term or condition of this Contract act shall not prevent the subsequent enforcement of that term or condition and shall not be deemed a waiver of any subsequent breach.

## Data Protection Act 1998

1. We may transfer information about you to our financiers, who:
  - (a) may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;
  - (b) from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;
  - (c) may give information about you and your indebtedness to the following:
    - (i) our or their insurers for underwriting and claims purposes;
    - (ii) any guarantor or indemnifier of your or our obligations to enable them assess such obligations;
    - (iii) their bankers or any advisers acting on their behalf;
    - (iv) any business to whom your indebtedness or our arrangements with our financiers may be transferred – to facilitate such transfer;
  - (d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes;
  - (e) in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.
2. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However a fee will be payable.

SIGNED .....

DATE .....