

## Terms and Conditions of 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 139 Highways Act 1980 (Skip permit obtained).
- 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 three working days after notice is given for us to remove the container.
- c.) That they will ensure the observation and performance at all times of all conditions subject to which the aforesaid permission is granted and in particular will ENSURE 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 permission of the Highway Authority and Winters Haulage Ltd.
- e.) That they will ensure that at the time of collection there is a clear space at one end of the container of not less than thirty feet to enable the vehicle 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.) Unless specifically otherwise agreed in writing customers shall themselves provide three marker cones by day and three cones plus six yellow lights on the container during the hours of darkness as required by the Highways Authority Act 1980 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 reasonably foreseeable.

4.) The customer warrants:-

- a.) That the waste material to be placed in the containers falls within the meaning of "prescribed cases" under Section 3 of the Control of Pollution Act 1974 (hereinafter referred to as the "1974 Act") and Regulation 4 of the Control of Pollution (Licensing of Waste Disposal) Regulations 1976 (hereinafter referred to as the "1976 Regulations") and any subsequent Regulations issued by the Secretary of State for the Environment under the 1974 Act which are in force on the date of the removal of each loaded container; or
- b.) That the requisite licence has been issued under Section 5 of the 1974 Act; AND
- c.) That the waste material to be removed or disposed of in the container does not come within the definition of "Special Waste" contained in the Control of Pollution (Special Waste) Regulations 1980.
- d.) All activities undertaken by the Customer which may be subject to regulation under the Duty of Care (Section 34) of The Environmental Protection Act (1990) are fully compliant with the legislation and do not detrimentally affect the compliance of Winters Haulage Ltd with the said legislation.

5.) Customers requesting or ordering vehicles delivering or collecting containers to leave the road shall re-imburse local authority 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, to the container or to the property of the customer or third party, including damage to the road margins and pavements.

6.) Customers shall re-imburse Winters Haulage Ltd in respect of any loss or damage to containers whilst on hire to them from whatsoever cause the same may arise (fair wear and tear excepted). The Customer shall also fully indemnify Winters Haulage Ltd in respect of any claim for injuries to persons or property arising out of the use of the containers whilst on hire 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 herein.
- b.) Not to place any corrosive acid or noxious substance or liquid cement or concrete or asbestos in the container.
- c.) To ensure that the container is not filled above the level of the sides therein.
- d.) To pay 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 at the Customer's liability.

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 to give Winters Haulage Ltd such notice of its readiness for collection.

8.) The customer must ensure the safe loading of materials into containers. Ownership of the contents of any container shall pass to Winters Haulage Ltd upon collection unless otherwise agreed in writing.

9.) In the event of the Highway Authority or the Police exercising their powers to; or 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.

10.) Any congestion charge, tolls and parking penalties are the responsibility of the hirer to reimburse Winters Haulage Ltd in full.

11.) Waiting time on site is charged at £50 per hour. The first half hour is free.