

ROBERTS TERMS AND CONDITIONS OF SKIP HIRE

For the purpose of these conditions

"Owner" means **ROBERTS WASTE LTD**

"Hirer" means the person or Company who hires the skip from the Owner.

"vehicle" means the vehicle which is delivering or collecting the skip which is the subject of the contract.

"driver" means the driver of the vehicle.

"the site" means the place where the skip is deposited on the directions of the Hirer.

The Owner enters into agreements for the hire of skips and disposal of contents upon the following conditions.

1. No agent or employee of the Owner is permitted to alter or to vary these conditions in any way or to give any consent thereunder unless he is authorised in writing by the Owner so to do.
2. The Owner will use his best endeavours to comply with the Hirer's requirements but can accept no responsibility for failure to supply or for any delay in supplying skips which may be caused directly or indirectly by any circumstances beyond the Owner's control or any unforeseen or abnormal conditions or by any act or neglect on the part of the Hirer.
3. a) Where the driver is directed by the Hirer to deposit or pick up the skip on or from a site which is off the highway, the Owner shall be under no liability whatsoever to the Hirer for any damage howsoever caused whilst the vehicle is off the highway other than such as might have been caused by negligent driving on the part of the driver.
b) The Hirer shall keep the Owner indemnified against any claims, demand or penalty arising out of the presence of the skip on the site which could not have been made or inflicted had the skip not been placed on the site.
4. The Hirer shall direct the driver where to deposit or pick up the skip.
5. The time allowed for depositing or picking up a skip is 10 minutes. If the vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage.
6. The Hirer shall ensure that all permissions required before skips can lawfully be deposited on the site including the permission required under the Highways Act 1980 has been or will be obtained before he directs the driver to deposit the skip.
7. The Hirer shall not move the skip without the consent of the Owner.
8. The Hirer must:
 - a) Not light or allow fires to be lit in the skip
 - b) Fill the skip no higher than the top of its sides. - **SKIPS MUST BE LEVEL LOADED**
 - c) Not re-site the skip
 - d) It suffers no damage except fair wear and tear
 - e) Immediately notify the Owner of any accident or damage involving the skip
 - f) Ensure conditions are complied with if conditional permission is granted
9. a) The Hirer is only to deposit into the skip inert and non-hazardous waste material. The Hirer is not to deposit or dispose into the skip any waste material which would cause contamination of soil or water or cause injury to the health of humans, animals or plant life.
b) If any such waste is deposited or disposed of by the Hirer then immediate notice is to be given by the Hirer to the Owner.
10. Where the skip has been placed on the highway the Hirer must ensure that from the time the skip is deposited until it is picked up again by the Owner:
 - a) It is properly sited in accordance with the permission given.
 - b) It is properly guarded at all times with four traffic cones placed in an oblique line on the approach side of the skip (see diagram)
 - c) It is properly lit with an amber lamp attached to each corner during the hours of darkness with reflective or fluorescent material.
 - d) Any spillages on the highway shall be immediately removed
11. Notwithstanding the terms of Condition 10 it shall be the Owner's responsibility to ensure compliance with any condition imposed by a highway authority relating to the marking of the skip with reflective paint.
12. Standard hire period is 14 days. Except as specifically otherwise agreed in writing the Hirer shall fill the skip within the period of hire and shall inform the Owner in good time its readiness for collection or replacement. If the hire period is exceeded, a hire charge will apply. The hire charge will be calculated on a daily basis until the skip is collected or exchanged.
13. The Owner shall ensure that the skip is clearly and indelibly marked with his name and telephone number or address.
14. The Owner will remove or reposition the skip if required at any time to do so by a Highway Authority or a Constable in uniform under section 140 of the Highways Act 1980.
15. Except as specifically otherwise agreed in writing the Owner agrees to dispose of the contents of the skip.

