

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.

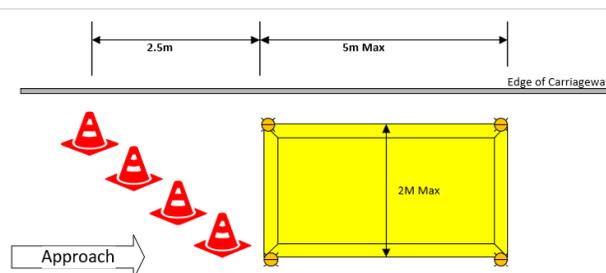
"vehicle" means the vehicle which is delivering or collecting the skip which is the subject of the contract.

"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 15 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 10 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.



BOOMBAG CONDITIONS OF PURCHASE AND USE

1. BOOMBAG DELIVERY

Boombag's will be posted via Royal Mail Signed for delivery on the day of purchase (UK Mainland). If you order your Boombag before midday on Monday to Thursday, you should receive the very next day. Orders placed before midday on Friday should be delivered Monday; orders placed after midday on Friday should be delivered Tuesday. (These are all subject to Royal mail working conditions)

Roberts Waste Limited shall not process orders on weekends or bank holidays but shall be processed the next working day.

2. LOOKING AFTER YOUR BOOMBAG

Boombag's are very strong but incorrect use and handling can cause weakening. Check your bag after unpacking it and avoid puncturing or tearing it during use. Do not use the bag to dispose of sharp objects, hot ashes or anything that may penetrate it. The bag is designed to be a single use bag and will not be replaced without further purchase.

3. POSITIONING THE BAG

It is very important that you position the bag before you start to fill it as you may not be able to move it later and any attempt to do so may result in you damaging the bag or seriously injuring yourself.

Please be mindful that the Boombag must be left within 3 metres (9.9 feet) of a public highway and that the highway must be at least 4 metres (13 feet) wide to enable access for the lorry.

It is important to be aware that your collection will be carried out by a lorry with extending arms or a grab. If you have any concerns about access, please contact us for full specification before you place your order as a handling fee may be applied if a collection fails due to access, or we have to collect via one of our specialist smaller vehicles.

The bag must be well clear of any walls, trees, parked cars, overhead wires, or anything else that might obstruct the operation of the vehicle lifting equipment.

Boombag's should not be placed on public highways, pavements, or verges.

4. FILLING THE BAG

Waste should be evenly distributed across the bag, do not overload or fill the bag above the top edge. Maximum 1 tonne for a MIDI Boombag and 1.5 tonnes for a MEGA Boombag.

Boombag's are intended for the disposal of ordinary household, garden and builders' waste only. The bag should not be used to dispose of hazardous or specialist wastes. Examples include, hazardous wastes, asbestos, fridges and freezers, televisions, plasterboard, gas bottles, liquids, chemicals, sprung mattresses and clinical or food waste. If any surcharges will be passed onto you directly. Please refer to our customer guidance sheet section relating to prohibited items or please contact our office during operational hours on 01278 457598.

5. CONTACTING US TO ARRANGE COLLECTION

Collections can be made using our online booking form www.robertswaste.co.uk/skip-hire alternatively you can call our team on 01278 457598 Monday to Friday 08:00-17:00.

Please state if you think there may be any other access issues and finally if you need to be there when we collect.

Boombags are sold on the provision that collection is booked within a 3 month period from the date of purchase. The price paid at the time of purchase is valid throughout this timeframe. If you wish to arrange a collection after this time you may incur a surcharge. For more information call us on 01278 457598 & we will aim to collect your bag within 5 working days from collection request. This may be extended during peak times (e.g. bank holidays) but we will keep you informed.

6. ALLOW ACCESS

Please make sure our driver can access the collection address at any time between 07:00 and 18:00 Mon-Fri, even if nobody is there. Please note that we reserve the right to refuse collection if a bag is positioned beyond the reach of our vehicle, our lorry would need to drive onto a hardstanding that will not be damaged during collection i.e. block paving, tarmac etc. Additional charges may apply if

the address is not accessible or the lifting mechanism is obstructed and the collection is aborted, or if the bag is overloaded, overfilled, damaged or contains anything other than ordinary household, garden or builders' waste (refer to 'Filling the bag' above).

Please advise staff at time of booking of any restrictions that may apply to the collection site i.e no parking, no waiting etc.

If collection is unsuccessful for any of these reasons it may not be possible to issue you with a full refund.

7. REFUND POLICY

Hopefully you won't but you have up to 21 days to return your Boombag and request a refund. Simply contact our customer services team on 01278 457598 and return your Boombag to us, unused and in its original packaging. Please note you will be responsible for the cost of returning the bag. Once received, we will cancel your order and issue a full refund.

In accordance with the Consumer Protection (Distance Selling) Regulations 2000, you cannot cancel the collection service once it has started. It may be possible to reschedule the collection at Robert's discretion.