# Terms and conditions of hire of RoRo’s (Hookloader, Rolonof or demountable container), skips and any other equipment

1. This contract is with the customer named over leaf and Clews Recycling Ltd hereafter referred to as the Company. The ‘**customer**’ includes any person acting on behalf of the **customer** including but not restricted to their customer, sub-contractor, agent, owner of premises equipment is being used on, friends, relatives, employees, volunteers etc. The **customer’s** legal obligations are set out below with regard to the use of the equipment.
2. The **customer** is responsible for the waste deposited in the equipment during the entire hire period as set out in condition 17 below, regardless of whether illegal or excess waste has been deposited in it by known/unknown persons beyond the **customer’s** control.

1. The RoRo/skip must only be filled to within 100mm of the top of the sides. The **customer** will be asked to remove any excess before the equipment is removed. The company reserves the right to charge for waiting time and/or labour at £80 per hour if it becomes necessary for it to remove excess waste.
2. The company’s driver will use his/her judgement to assess if the filled RoRo/skip complies with road transport regulations before it is removed e.g. within weight limit, waste will not escape, leak out, or is loaded unsafe etc. The responsibility to rectify the load before the RoRo/skip can be removed rests with the **customer.**
3. The **customer** is responsible under the Duty of Care Regulations to ensure that the RoRo/skip only contains the waste described below. If it is found to contain a more hazardous waste(s) than given in the description, the company will refuse to collect the equipment until it is removed. Any costs or claims incurred by the company as a result of a mis-description or deliberate act of concealment will be recovered from the **customer** including any administration and/or legal costs of that recovery.
4. **Customers** instructing our vehicles off the public highway will be responsible for any damage caused by our vehicle due to insufficient assistance, clearance, the weight, height or other aspect associated with the vehicle or the equipment.
5. **Customers** must provide a banks man to assist the driver when manoeuvring, any damage caused through lack of instruction to the driver will be the responsibility of the **customer**.
6. The **customer** shall indemnify the company against any injuries, loss, costs, claims, damages or expenses which the company may incur whether as a result of damage to the delivery vehicle, the equipment, the property of the **customer** or a third party, including damage to the road margins and pavements.
7. The equipment must be left where it was demounted by our vehicle it must not be moved during the period of hire other than by specific arrangement with the management of the company.
8. Payment in full for the equipment and service shall be due on delivery unless the company has agreed before hand to provide an account facility in which instance payment must be made within 30 days from date of invoice.
9. Any outstanding account payment after 30 days will accrue interest at 4% over base. Recovery of any outstanding debt will be through due legal process and include our administration costs at £60.00 per hour and any legal costs associated with its recovery.
10. In the event of non-payment, the equipment will be retrieved and any waste in the equipment will be left on the premises the **customer** instructed the equipment to be delivered to.
11. No skips will be placed on the public highways including verges and pavement, without a current skip permit. The **customer** will ensure that any conditions of that permit are met including adequate lighting in accordance with the Highways Act 1980.
12. During the period of hire the **customer** will indemnify the company against any damage caused to the equipment including fire, accidental damage, misuse, theft, vandalism, flood etc. The company will not be required to demonstrate blame before seeking recovery of costs under this clause.
13. The equipment remains the property of the company at all times.
14. For contracted service, the contract will run as agreed between the parties unless written notice has been received at the company’s registered office giving three months notice of termination.
15. No fires are permitted in the equipment. The company will seek to recover the cost of any fire damage from the **customer** incurred during the hire period.
16. The hire period will commence from the time the equipment is delivered to the **customer** until it is collected by the company.
17. The free hire period will be two weeks for skips and four weeks for RoRos. The company will charge the **customer** rental at £16.67 per week for skips and £40.00 per week for RoRos once the free hire period ends.
18. Non-contracted service **customers** are responsible for requesting the collection of the equipment by telephone, email or written instruction to the company. The hire period will continue until collection and the payment for any additional rental will be required on collection.
19. Where the **customer** has requested or agreed to the service at a certain time and date, and the company’s vehicle is unable to complete that service owing to the inability to gain access to the equipment, the company reserves the right to recover the cost of the wasted time involved at £80 per hour.
20. Waiting time will be charged after 15 minutes of being on site at £80.00 per hour.
21. The **customer** must not sell, assign, charge, sub-contract, re-hire, remove or hide the equipment or deface the name on the equipment, all costs associated with rectification, remediation or replacement as a result of any such action will be charged to the **customer**.
22. If the **customer** is in breach of these conditions, the company may terminate this agreement immediately without notice, and recover all loss or damage resulting to the company including loss of profit or other consequential loss.
23. The company will use its best endeavours to ensure that the service is in accordance with collection frequency, dates or times agreed either in writing or verbally, however should it fail to meet such an agreed service it will not be responsible for any consequential loss.
24. Any terms and conditions contained in the **customer’s** orders will not take precedent over these terms and conditions for the service provided, unless expressly agreed in writing by a director of the company. Any such additional agreement must be kept with the signed copy of this agreement signed overleaf.
25. The **customer** will provide the company with such information required under the Management of Health and Safety at Work Regulations to enable its employees to work in a safe manner on the customer’s premises. This information to include but not restricted to, relevant safety rules, COSHH, risk assessments and required PPE.

## Waste categories

Inert only – Soil, old tarmac, clay pipes, concrete, vitreous enamel, clay, brick, hardcore, slates, tiles, mortar, sand, aggregates, rock. Specifically **excluded** are new tarmac, bags paper or plastic, plastic pipes or gutters, plaster, plasterboard, tins, timber, paper, asbestos in any form.

Non-hazardous domestic, industrial and commercial waste only – paper, plastic, timber, builders waste, scrap, green waste, cardboard, food, packaging etc. Specifically **excluded** are any liquid wastes or sludge’s (whether or not in containers), tyres, TV’s, fridges, florescent tubes, LPG cylinders, paint, oil, asbestos, chemicals, pesticides, clinical waste, prescription only medicines, explosives, radioactive, etc.

Hazardous Waste – Waste as described in the Hazardous Waste Regulations 2005 including TV’s, Fluorescent tubes, liquids, oils, any item with a hazard warning label or associated health risk, asbestos, fridges, chemicals, pesticides, clinical waste, prescription only medicines, explosives, radioactive, herbicides etc.