

## TERMS AND CONDITIONS

### Conditions for Hiring of Skips

1. Payment in full for the Skip(s) shall be due and payable on delivery.
2. If the Customer fails to make any payment in full by the due date Atlas Skip & Grab (hereinafter referred to as Atlas Skip & Grab) shall be entitled to terminate the Contract forthwith and recover all loss or damage resulting from that termination.
3. If limited Company becomes insolvent, company directors/secretary become personally responsible for outstanding debt.
4. The Hire period shall commence and the risk of any loss or damage to the Skip(s) shall pass to and remain with the Customer from the time when the Skip(s) first arrives at the Customer's premises or the location where the Skip(s) is left at the request of the Customer as the case may be.
5. The hire period shall continue until the Skip(s) is collected by Atlas Skip & Grab.
6. If the Customer requests the Skip to be placed in a position which requires the delivery vehicle to leave the public highway, the Customer shall indemnify Atlas Skip & Grab against any loss, costs, claims, damages or expenses which Atlas Skip & Grab may thereby incur, whether as a result of damage to the delivery vehicle, the Skip(s), the property of the Customer or a third party, including damage to road margins and pavements.
7. During the Hire Period the Customer shall make good to Atlas Skip & Grab all loss of or damage to the Skip(s) (fair wear and tear excepted).
8. The Customer will conform with all statutory enactments and regulation and bye-laws and regulations of local or other statutory authorities which apply to the Skip(s) or the waste to be disposed of, and in particular will:
  - (i) ensure that any permission required to be obtained from the Highway Authority is obtained.
  - (ii) ensure that the Skip(s) is properly lighted in accordance with the Highways Act 1980.
9. The Customer shall not:
  - (i) overload the Skip(s)
  - (ii) set fire to the contents of the Skip(s);
  - (iii) interfere with the mechanism of the Skip(s);
  - (iv) add on or attach to the Skip(s) any painting, sign-writing, lettering or advertising;
  - (v) move the Skip(s).
10. Atlas Skip & Grab shall be entitled to refuse to deal with any material not previously described as waste by the Customer for collection by Atlas Skip & Grab (and as agreed by Atlas Skip & Grab) any such material shall be removed from the Skip(s) at the liability and cost of the Customer.
11. The Customer shall not remove, deface or conceal any name plate or mark indicating that the Skip(s) is the property of Atlas Skip & Grab.
12. The Customer shall not sell, charge, sub-contract, re-hire, lend or assign any part of the Skip(s) without prior written consent of Atlas Skip & Grab.
13. The Skip(s) shall at all times remain in the ownership of Atlas Skip & Grab and the Customer will have no rights in the Skip(s) other than as a mere bailee. Atlas Skip & Grab may however assign and sell its rights under the Agreement and its rights in and to the Skips(s). The Skips(s) must only be used by the Customer.
14. If the Customer shall be in breach of these terms and conditions Atlas Skip & Grab shall at its option be entitled to terminate this Contract forthwith and recover all loss or damage resulting to Atlas Skip & Grab including loss of profit or other consequential loss. If the Contract is terminated under this Condition sums due to Atlas Skip & Grab under the Agreement shall become payable immediately in place of the payment terms set out in condition 1.

### Duty of Care

1. The Customer shall ensure that all provisions of Section 34 of the Environmental Protection Act 1990, the Environmental (Duty of Care) Regulations 1991, the Control of Pollution (Amendment) Act 1989 and the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991 are complied with.
2. This includes without limitation the following responsibilities:
  - (i) waste shall be adequately contained and not allowed to escape;
  - (ii) a Waste Transfer Note shall be signed;
  - (iii) an accurate written description of the waste shall be provided;
  - (iv) waste shall be transported by a registered waste carrier.
3. The Customer warrants that it has complied fully with the above Act and Regulations and indemnifies the Company against any costs, losses or damages howsoever arising as a result of its failure to so comply.