

**CONDITIONS FOR CONTRACT HIRE of WHEELIE BINS,
SKIPS, FEL and ROLL-ON, ROLL-OFF CONTAINERS**

DEFINITIONS

'Company' means McCarthy Marland (Recycling) Ltd.

'Hirer' means the customer or person/organisation who has requested hire of the container(s)

'Vehicle' means the vehicle which is delivering, collecting or emptying the container which is the subject of the contract.

'Driver' means the driver of the vehicle

'The Site' means where the container (s) is deposited on the direction of the hirer

'Non-conforming Waste' means wastes which do not conform with the appropriate EWC Code on the Service Agreement

GENERAL CONDITIONS

The Company enters into the agreement for hire of containers and disposal of the contents, upon the following conditions

No agent or employee of the Company is permitted to alter or vary these conditions in any way or to give any consent thereunder unless authorised in writing by a director of the Company to do so

TERMS of CONTRACT

- 1. The contract between the Company and the Hirer is for a minimum of 12 months from 'Service Commencement Date' as specified on the Service Agreement and Waste Transfer Note and shall continue for a further 12 months**
- 2. The Hirer must make themselves aware of the agreed maximum weight limit for the container**
3. The Hirer can terminate the contract any time after the initial 12 month period by giving the Company 90 days' notice in writing.
4. The Company may terminate the contract at any time by giving the Hirer 30 days' notice.
5. The Company price review is conducted annually and implemented April 1st each year. The Hirer will be notified in writing at least 30 days prior to April 1st detailing the revised costs.
6. The Company reserves the right to amend the 'Day of Transfer' and will notify the Hirer accordingly.

7. Should the Hirer breach the Terms and Conditions of this contract, including, without limitation, any failure to notify a change of Type of Waste, or making any Voluntary Arrangement with its creditors, being the subject of an Administration Order, becoming Bankrupt or going into Liquidation, the Company will terminate this Contract without notice.

DELIVERY and LIABILITIES

1. The Company will use its best endeavours to comply with the Hirer's requirements but can accept no responsibility for failure to supply, or for any delay in supplying containers, which may be caused directly or indirectly by any unforeseen or abnormal conditions or by an act or neglect on the part of the Hirer.
2. Except as specifically otherwise agreed in writing the Company shall be under no obligation to deposit the container elsewhere than on the highway.
3. The Hirer shall save harmless and keep the Company indemnified against any claim, demand or penalty arising out of the presence of the container on the Site and which could not have been made or inflicted had the container not been placed on The Site.
4. The Hirer shall direct the Driver where to deposit or pick up the container.
5. Where the Driver is directed to deposit or pick up the container on or from a Site which is off the highway, the Company 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. Without prejudice to the generality of Condition 3, the Hirer shall subject as above save harmless and keep the Company indemnified against any claim or demand which could not have been made had the Driver not been so directed. The Hirer will compensate the Company for any damage to the Vehicle or container which would not have occurred had the Driver not been so directed and which is not due to any negligent driving on the part of the driver.
6. The time allowed for depositing and pick up is 10 minutes. If the Vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage.

CONTAINERS

1. All containers remain the sole property of the Company.
2. The Hirer shall ensure that all permissions required have been obtained before containers can be lawfully deposited on The Site, including the permissions required under the Highways Act 1971.
3. The Hirer shall not move the container from site without the consent of the owner.
4. The Hirer shall ensure that no waste other than those classified by the corresponding EWC Code on the waste transfer notes are placed in the container without the written consent of the Company.
5. If any Non-conforming Wastes are placed in any container the Hirer shall immediately give notice to the Company, prior to the collection or removal, to ensure appropriate arrangements are made of the disposal and charging of the Non-Conforming Wastes.
6. The Hirer shall ensure from the time the container is deposited until it is picked up again by the owner:-
 - It is properly sited in accordance with the permission given
 - It is properly lighted during the hours of darkness
 - No fires are lit in it
 - It is filled no higher than the top of its sides
 - It suffers no damage except for wear and tear
7. Notwithstanding the terms of **Condition 6** it shall be the Company's responsibility to ensure compliance with any condition imposed by a highway authority relating to the marking of the container with reflective paint.
8. Except as specifically otherwise agreed in writing the Hirer shall fill the container within a period of hire and shall inform the Company in good time as to its readiness for collection or replacement.

PAYMENT TERMS

1. **Payment terms are strictly 30 days net or by Direct Debit. If payment is made by Direct Debit the Hirer will be notified by a statement of accounts from the Company of the amount to be collected in advance of the payment being deducted.**
2. **Payment is due prior/upon delivery of any container and that payment is not contingent of**

any other part of the job being completed.

3. **The Company will make charge for excess weight over and above the agreed maximum weight limit for the container.**
4. Payment will be due whether the container is full or not. The Company reserves the right to remove said container if transaction has not been completed.
5. All charges are subject to VAT at the prevailing rate.
6. The Company may temporarily suspend collections where the Hirer fails to make payment on the due date until such times the payment arrears are brought back into line.
7. The Company may temporarily suspend collections where the hirer fails to leave the container ready for collection.
8. Should a temporary suspension of collection be necessary for whatever reason, the Company will continue to charge for collections as if they had taken place. The Hirer may not suspend collections without notice, either permanently or for a period of time.

HIRER'S RESPONSIBILITIES

1. The position and location of the Company's container is the responsibility of the Hirer and consideration to public and the safe keeping of said container is the sole responsibility of the Hirer.
2. From the time of delivery to the time of removal, the container is in the control and custody of the Hirer. During this time the Hirer has total responsibility for loss or damage to the container. Any loss or damage to the container must be reported immediately to the Company. Failure to comply may result in additional charges being incurred.
3. The Hirer must not overfill the container. Failure to be able to close the lid on the container (Wheelie Bin) renders it not ready or fit for collection. The Hirer must remove the contents to enable the lid to close properly. The Company reserves the right to charge additional costs for any overweight container.
4. The Hirer must ensure the correct Type of Waste is placed in the container. Should the container be contaminated with any other Type of Waste, the Company reserve the right to make additional charges.

5. Liability to the general public, arising from use of the container is the responsibility of the Hirer and they should ensure they have adequate insurance in place.
6. It is the responsibility of the Hirer to maintain the cleanliness of the container under the Environmental Health Act 1990.

GENERAL

1. The Company shall ensure that the container is clearly and indelibly marked with his name, address and telephone number.
2. The Company will remove or reposition the container if required at any time to do so by a highway authority or constable in uniform under Section 32 of the Highways Act 1971.
3. This contract is governed by English Law and both parties entering into such agreement will submit to the jurisdiction of the English Courts.