



Terms and Conditions for short-term hire of Wheeled bins, Skips and Roll on-Roll off Containers

1. Definitions

Company means McCarthy Marland (Recycling) Ltd.

Hirer means the individual, company, organisation or other entity hiring the Container from the Company.

Container means any skip, roll-on/roll-off container or other waste container supplied by the Company.

Driver means the employee, agent or contractor operating the Vehicle on behalf of the Company.

Vehicle means any vehicle used by the Company for the delivery, exchange, emptying or collection of a Container.

Site means the location specified by the Hirer for delivery, placement or collection of the Container.

Non-Conforming Waste means any waste which does not correspond to the waste description or European Waste Catalogue (EWC) code stated on the Waste Transfer Note, or any waste prohibited by these Terms.

Hire Period means the period commencing on delivery of the Container and ending upon collection by the Company.

2. Basis of Contract

2.1 These Terms and Conditions apply to all Container hire services provided by the Company.

2.2 No variation to these Terms shall be binding unless agreed in writing by a director or authorised representative of the Company.

2.3 The Hirer's order constitutes an offer to hire a Container subject to these Terms. Acceptance occurs when the Company confirms the booking or delivers the Container, whichever occurs first.

3. Hire Period

3.1 Unless otherwise agreed in writing, the Hire Period shall be 14 calendar days from the date of delivery.

3.2 The Company may charge additional rental fees where the Container remains on Site beyond the Hire Period.

3.3 The Company reserves the right to collect the Container at any time after expiry of their Hire Period.

3.4 Any dates provided for delivery, exchange or collection are estimates only and time shall not be of the essence.

4. Delivery and Collection

4.1 The Company shall use reasonable endeavours to meet agreed delivery and collection dates but shall not be liable for delays caused by circumstances beyond its reasonable control.

4.2 The Hirer shall ensure that:

a) safe and suitable access is available for delivery and collection;

b) sufficient space exists for the Vehicle to manoeuvre safely;

c) the ground is stable and capable of supporting the weight of the Vehicle and Container;

d) there are no overhead obstructions, underground services or other hazards.

4.3 The Driver may refuse delivery, collection or exchange where access is unsafe or unsuitable.

4.4 The Company shall not be liable for damage to driveways, paving, drains, underground services, verges, lawns or other surfaces unless caused directly by the Company's negligence.

4.5 Where the Hirer directs the Driver to leave or collect a Container off the public highway, the Hirer accepts responsibility for any damage arising from access to or from the Site, except where caused by the Company's negligence.

4.6 The Company allows up to ten minutes for delivery or collection. The Company reserves the right to charge waiting time or demurrage where delays are caused by the Hirer.

4.7 If delivery or collection cannot be completed due to the Hirer's acts or omissions, the Company may charge a wasted journey fee at its prevailing rates.

5. Container Ownership and Use

5.1 All Containers remain the sole property of the Company at all times.

5.2 The Hirer shall not move, relocate, alter or interfere with the Container without the Company's prior written consent.

5.3 The Hirer shall keep the Container secure and prevent unauthorised use.

5.4 The Hirer is responsible for the Container from delivery until collection and shall reimburse the Company for any loss, theft or damage beyond fair wear and tear.

6. Permits and Permissions

6.1 The Hirer shall obtain all permits, licences and permissions required for the lawful placement of the Container, including any highway permits required by the relevant local authority.

6.2 The Hirer shall comply with all conditions imposed by any permitting authority.

6.3 The Company may assist in obtaining permits where agreed, but responsibility for compliance remains with the Hirer unless otherwise agreed in writing.

7. Waste Restrictions

7.1 The Hirer shall only place waste in the Container that matches the waste description and EWC code specified on the Waste Transfer Note.

7.2 The following materials must not be placed in the Container unless expressly agreed in writing by the Company:

- Asbestos
- Chemicals and solvents
- Paints and hazardous liquids
- Gas cylinders
- Batteries
- Clinical or medical waste
- Explosives
- Fire extinguishers
- Oils and fuels
- Tyres
- Electrical and electronic equipment (unless agreed)

Any hazardous waste as defined by applicable legislation

7.3 If Non-Conforming Waste is deposited in the Container, the Hirer shall immediately notify the Company.

7.4 The Company reserves the right to:

- a) refuse collection;
- b) require the Hirer to remove prohibited materials;
- c) arrange specialist disposal; and
- d) recover all resulting costs from the Hirer.

8. Loading Requirements

8.1 The Hirer shall not overload the Container.

8.2 Waste must not exceed the top edge of the Container.

8.3 The Hirer shall comply with any maximum weight limits advised by the Company

8.4 The Company reserves the right to refuse collection of any overloaded or unsafe Container.

8.5 Additional charges shall apply where agreed weight limits are exceeded.

9. Hirer's Responsibilities

9.1 From delivery until collection, the Hirer shall ensure that:

- a) the Container is safely positioned;
- b) the Container is properly illuminated where required by law;
- c) no fires are lit within the Container;
- d) waste is contained safely and does not create a nuisance or hazard;
- e) the Container is maintained in a clean and safe condition.

9.2 The Hirer shall be responsible for all claims, losses, liabilities, costs and expenses arising from the presence or use of the Container on the Site, except where caused by the Company's negligence.

9.3 The Hirer shall maintain adequate public liability insurance where appropriate.

10. Charges and Payment

10.1 Cash customers must pay in full before delivery unless otherwise agreed.

10.2 Credit account customers shall pay all invoices within 30 days of the invoice date.

10.3 All charges are exclusive of VAT, which shall be added at the prevailing rate.

10.4 The Company may charge:

- a) additional rental fees;
- b) overweight charges;
- c) contaminated waste charges;
- d) waiting time charges;
- e) wasted journey charges; and
- f) specialist disposal costs.

10.5 Invoice queries must be submitted in writing within 30 days of the invoice date.

10.6 The Company reserves the right to suspend services where payment is overdue.

10.7 Interest may be charged on overdue commercial accounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

10.8 The Hirer shall remain liable for all charges whether or not the Container is filled.

11. Suspension and Refusal of Service

11.1 The Company may refuse delivery, collection or exchange where:

- a) the Container is overloaded;
- b) prohibited waste is present;
- c) access is unsafe;
- d) payment is overdue; or
- e) collection would breach legal or safety requirements

11.2 Any additional costs incurred as a result shall be payable by the Hirer.

12. Company's Liability

12.1 Nothing in these Terms excludes or limits liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any liability which cannot lawfully be excluded.

12.2 Subject to clause 12.1, the Company's total liability arising out of or in connection with the hire of a Container shall not exceed the total charges paid by the Hirer under the relevant contract.

12.3 The Company shall not be liable for:

- a) loss of profit;
- b) loss of business;
- c) loss of contracts;
- d) loss of revenue;
- e) indirect or consequential loss.

13. Indemnity

13.1 The Hirer shall indemnify and keep indemnified the Company against all claims, losses, damages, costs, expenses and liabilities arising from:

- a) the Hirer's breach of these Terms;
- b) the Hirer's use of the Container;
- c) the placement of the Container at the Hirer's direction;
- d) the deposit of prohibited or Non-Conforming Waste.

14. Force Majeure

14.1 The Company shall not be liable for any failure or delay in performing its obligations where caused by events beyond its reasonable control, including but not limited to:

- severe weather;
- flooding;
- fire;
- industrial disputes;

- vehicle breakdown;
- fuel shortages;
- road closures;
- acts of government; or
- any other unforeseen event

15. Data Protection

15.1 The Company shall process personal data in accordance with its Privacy Policy.

15.2 The Company shall comply with the UK General Data Protection Regulation (UKGDPR), the Data Protection Act 2018 and any successor legislation.

15.3 A copy of the Company's Privacy Policy is available on its website.

16. Photographic Evidence

16.1 The Company may take photographs of Containers, waste contents, Sites, access routes and surrounding conditions for operational, evidential, compliance and dispute resolution purposes.

17. General

17.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17.2 These Terms constitute the entire agreement between the parties and supersede any prior discussions, representations or agreements relating to the hire.

17.3 Failure by the Company to enforce any provision shall not constitute a waiver of its rights.

17.4 Any notice required under these Terms may be served by post or email using the most recent contact details provided by the parties.

18. Governing Law

18.1 These Terms and any dispute arising from them shall be governed by and construed in accordance with the laws of England and Wales.

18.2 The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising from or connected with these Terms.