MCCARTHY MARLAND
RESOURCEFUL RECYCLING

Terms and Conditions for the contract hire of all Wheeled bins, Skips and Roll on-Roll off containers

1. Definitions

In these Terms and Conditions:
"Company" means McCarthy Marland (Recycling) Ltd.
"Hirer" means the person, company or organisation entering into the Service Agreement.
"Container" means any wheeled bin, skip, Ro-Ro container or other waste receptacle supplied by the Company.
"Service Agreement" means the quotation, order confirmation, service schedule, waste transfer documentation and these Terms.
"Site" means the location at which the Container is placed.
"Waste" means the waste material described within the Service Agreement and corresponding EWC code.
"Non-Conforming Waste" means any waste not covered by the agreed EWC code or which requires special handling, treatment or disposal.

2. Basis of Contract

2.1 These Terms apply to all services and container hire supplied by the Company and form the entire agreement between the parties.

2.2 No variation shall be binding unless agreed in writing by an authorised representative of the Company.

3. Contract Term and Termination

3.1 The Agreement shall commence on the Service Commencement Date and continue for an initial fixed term of twelve (12) months.
3.2 Following the initial term, the Agreement shall continue on a rolling monthly basis until terminated by either party upon not less than thirty (30) days' written notice.
3.3 The Company may terminate immediately where the Hirer commits a material breach, becomes insolvent, enters administration, liquidation, bankruptcy, or ceases trading.
3.4 Termination shall not affect accrued rights or obligations.

4. Services and Collections

4.1 The Company shall use reasonable endeavours to provide services in accordance with the agreed schedule.
4.2 Collection dates are estimates only and may be amended for operational, regulatory or safety reasons.
4.3 The Company reserves the right to alter collection routes, schedules and transfer days upon reasonable notice.

5. Delivery, Access and Site Conditions

5.1 The Hirer shall provide safe and suitable access for delivery, exchange and collection.
5.2 Where a vehicle leaves the public highway at the Hirer's request, the Company shall not be liable for damage to driveways, paving, underground services or other property unless caused by negligent driving.
5.3 The Hirer shall indemnify the Company against claims arising from the placement of the Container on the Site.
5.4 Waiting time exceeding ten (10) minutes may be charged at the Company's prevailing rates.

6. Containers

6.1 All Containers remain the property of the Company at all times.
6.2 The Hirer shall obtain all permits, licenses and permissions required before placement.
6.3 Containers shall not be moved, altered, sublet or transferred without written consent.
6.4 The Hirer shall ensure Containers are properly lit where required, protected from fire and not overfilled.
6.5 The Company may refuse collection of overloaded, unsafe or inaccessible Containers.

7. Waste Acceptance and Contamination

7.1 Only Waste matching the agreed EWC code may be deposited.
7.2 The Hirer shall immediately notify the Company if Non-Conforming Waste is deposited.
7.3 The Company may refuse collection, quarantine waste, arrange specialist disposal

and recover all associated costs including transport, treatment, landfill charges, taxes, regulatory fees and administration costs.
7.4 The Hirer warrants that no hazardous, prohibited or unlawful materials shall be deposited unless expressly agreed in writing.

8. Hirer Responsibilities

8.1 The Hirer shall maintain custody and control of the Container from delivery until collection.
8.2 The Hirer shall be responsible for loss, theft, fire damage, vandalism or misuse.
8.3 The Hirer shall ensure the Container remains clean and compliant with environmental legislation.
8.4 The Hirer shall maintain adequate public liability insurance throughout the hire period.

9. Charges and Payment

9.1 Invoices are payable within thirty (30) days of the invoice date unless payment by Direct Debit has been agreed.
9.2 The Company may require advance payment.
9.3 Charges may be applied for overweight containers, contaminated loads, failed collections, waiting time, permit costs and additional services.
9.4 All charges are exclusive of VAT.
9.5 The Company may review prices annually and shall provide at least thirty (30) days' written notice of revised charges.
9.6 Invoice queries must be submitted in writing within 30 days of the invoice date.

10. Late Payment and Suspension

10.1 The Company may suspend services where payment is overdue.
10.2 Interest may be charged on overdue sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
10.3 The Hirer shall reimburse reasonable costs incurred in recovering overdue sums.

11. Liability

11.1 Nothing in this Agreement excludes liability for death or personal injury caused by negligence, fraud or any liability that cannot lawfully be excluded.
11.2 Subject to clause 11.1, the Company's total liability arising from the Agreement shall not exceed the total charges paid by the Hirer during the preceding twelve months.
11.3 The Company shall not be liable for indirect or consequential loss, loss of profit, business interruption or loss of opportunity.
11.4 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.
11.5 The Driver may refuse delivery, collection or exchange where access is unsafe or unsuitable.
11.6 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.

12. Force Majeure

Neither party shall be liable for failure or delay caused by circumstances beyond its reasonable control including severe weather, industrial disputes, road closures, fuel shortages, acts of government, war, terrorism, pandemics or utility failures.

13. Compliance with Laws

Each party shall comply with all applicable environmental, waste management, health and safety, transport, anti-bribery and data protection laws and regulations.

14. General

14.1 Failure to enforce any provision shall not constitute a waiver.
14.2 If any provision is found unenforceable, the remaining provisions shall remain in effect.

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14.3 The Hirer may not assign the Agreement without the Company's written consent.
14.4 This Agreement constitutes the entire agreement between the parties and supersede any prior discussions, representations or agreements relating to the hire contract in place.

15. Photographic Evidence

15.1 The Company may take photographs of containers, waste contents, sites, access routes and surrounding conditions for operational, evidential, compliance and dispute resolution purposes.

16. Governing Law

16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
16.2 The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising from or connected with these terms.