

In these conditions

'owner' means **McCarthy Marland (Bristol) Ltd.**

'hire' 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 is deposited on the direction of the hirer.

'none-conforming waste' means wastes which do not conform with the appropriate EWC Code

The owner enters into agreements for the hire of containers and disposal of the contents upon the following conditions

1. No agent or employee of the owner is permitted to alter or vary these conditions in any way or to give any consent thereunder unless he is authorised in writing by the owner to do so.
2. The owner will use his 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 any act or neglect on the part of the hirer.
3. (a) Except as specifically otherwise agreed in writing the owner shall be under no obligation to deposit the container elsewhere than on the highway.
(b) The hirer shall save harmless and keep the owner 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 owners 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(b) the hirer shall subject as above save harmless and keep the owner indemnified against any claim or demand which could not have been made had the driver not been so directed. The hirer will compensate the owner 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 any negligent driving on the part of the driver.
6. The time allowed for depositing or picking up a container is ten minutes. If the vehicle is kept waiting longer than this after arrival the hirer shall be liable for reasonable demurrage.
7. The hirer shall ensure that all permissions required before containers can lawfully be deposited on the site, including the permission required under the Highways Act 1971, have been obtained before he directs the driver to deposit the container.
8. The hirer shall not move the container from the site without the consent of the owner.
9. (a) The hirer shall ensure that no waste other than those classified by the corresponding EWC Code on the waste transfer note are placed in the container without the written consent of the owner.
(b) If any non-conforming wastes are placed in any container the hirer shall immediately give notices to the owner, prior to collection or removal, to ensure appropriate arrangements are made for the disposal and charging of the non-conforming wastes.
10. The hirer shall ensure that from the time that the container is deposited until it is picked up again by the owner:-
 - (a) it is properly sited in accordance with the permission given.
 - (b) it is properly lighted during the hours of darkness.
 - (c) no fires are lit in it.
 - (d) it is filled no high than the top of its sides
 - (e) it suffers no damage except for wear and tear.
11. Notwithstanding the terms of Conditions 10 it shall be the owner's responsibility to ensure compliance with any condition imposed by a highway authority relating to the marking of the container with reflective paint.
12. Except as specifically otherwise agreed in writing the hirer shall fill the container within the period of hire and shall inform the owner in good time as to its readiness for collection or replacement.
13. The owner shall ensure that the container is clearly and indelibly marked with his name and telephone number or address.
14. The owner will remove or reposition the container if required at any time to do so by a highway authority or a constable in uniform under Section 32 of the Highways Act 1971.
15. Except as specifically otherwise agreed in writing the owner agrees to dispose of the contents of the container.