



SKIP HIRE STANDARD TERMS AND CONDITIONS OF BUSINESS

1. Definitions

- a. "AEB" is A.E. Burgess & Sons Ltd.
- b. The "Hirer" is the company, firm, person, corporation or public authority receiving AEBs waste hire containers and includes their successors or personal representatives.

2. Use of Containers

- a. The waste container shall **NOT** be used to dispose of:
Fridges, Freezers, Gas bottles, Tyres, Electronic Equipment, Clinical & Medical waste, Paint Tins, Batteries, Solvents, Gas Cylinders, Aerosols, Fluorescent Tubes, Oils, Liquid Cement, Asbestos, and any inflammable, explosive, noxious, Soft furnishings, mattresses, other furniture containing fabric materials, putrescible or offensive matter without prior agreement.
Should the container be found to include such items, collection will be refused until removed, or a surcharge paid.
- b. The contents of the container are NOT to be ignited.
- c. During use, the Hirer will keep the contents of the waste & container "damped down" to prevent nuisance from dust and any spillage on the highway shall be immediately removed.
- d. Containers should be level loaded and waste must not exceed the sides of the container. Overloaded containers may not be collected by AEB, and a charge for an abortive visit may be made by AEB to the Hirer.
- e. The waste container shall be used for the waste type booked by the Hirer. If the Hirer or anyone else, puts different waste types in the container, or the waste is contaminated with other waste types, this may result in additional charges to the Hirer.

3. Period of hire, cancellation & abortive visits

- a. AEB reserves the right after two weeks to remove from site any skip, full or not, without the Hirer's consent and shall not forfeit any part of the hire charge.
- b. AEB may charge the Hirer for the abortive visit if AEB is unable to collect the container at the time agreed due to restrictions on access to the container, the container is overloaded, or for any other reason.
- c. Should the Hirer cancel a container where a permit is required, and has been paid for by AEB, the permit charge will not be refunded.
- d. AEB will not be liable for consequential loss, expenses, liabilities, or claims arising out of late delivery, non-delivery, collection or unsuitability of the container.

4. Responsibilities of the Hirer

- a. Containers are paid for before delivery.
- b. The Hirer is responsible for looking after the container, and should it be lost, stolen, or damaged (including fire damage), the Hirer is liable for the cost of repair or replacing the container, AEB reserves the right to recharge such cost to the Hirer. The Hirer shall inform AEB immediately of such stolen or damaged containers which AEB reserves the right to recharge the damage or current replacement cost of the container to the Hirer.
- c. The Hirer shall ensure that containers placed on a street, public highway/thoroughfare are adequately lit and coned at all times, lights and cones will be provided on delivery by AEB.
- d. The Hirer shall be responsible for and indemnify AEB against:
 - (i) Loss or damage to the waste container whilst in the possession of the Hirer. Responsibility cannot be taken by AEB for any damage done by Hirer vehicles, or other third party vehicles, employees, or containers whilst on site, nor for damage caused.
 - (ii) All claims whatsoever for death or injury to any person or damage to any property caused by or in connection with or arising out of the use or positioning of the waste container.
 - (iii) All loss costs, charges, damages, expenses and consequential loss of whatsoever nature arising in connection with the waste container or delivery vehicle during the period between and including delivery and collection of the waste container which are not provided for under paragraphs (i) and (ii) above and which arise from causes outside the control of AEB.
- e. AEB has no knowledge of the structural integrity of the Hirer's property, therefore, AEB will not be liable for loss or damage incurred by depositing or collecting containers where requested to do so by the Hirer. AEB is also unable to advise, and will not advise on the siting of the waste container at the Hirers premises, and will not be liable for loss or damage to property, persons or any other damage suffered by the Hirer, or any other person arising in connection in any way with the siting, moving, removal or loading/overloading of the waste container or the manner of use by the Hirer or his/her servants or agents or by any other person (other than AEBs employees, servants or agents).