



CONTAINER HIRE TERMS

In these conditions:

“Owner” means MDJ Light Bros (SP) Ltd.

“Hirer” means the person or company using the services of the Owner in respect to the hire of skips and disposal of contents or sale of materials.

“Vehicle” means the vehicle which is delivering or collecting the container which is the subject of the contract.

“Driver” means the driver of the Vehicle.

“Site” means the place where the container is deposited on the direction of the Hirer.

These conditions apply to all container hire contracts with the Owner. The booking, instruction to deliver or use of the container (including the placing of any object in the container) by the Hirer or anyone acting on their behalf, whichever is earliest, indicates acceptance of these conditions. The Owner may without prior notice collect the container at any time should any of these conditions be breached.

The Hirer’s attention is drawn to the limitation of liability below and in conditions 1, 2 and 4.

A signature is not required upon any documentation as proof of delivery or collection of containers or goods; however these terms and conditions still apply.

These conditions may not be altered or varied unless authorised in writing by the Owner.

The Owner will use its reasonable endeavours to comply with the Hirer’s requirements.

The Owner will not be liable in any way for any delay or failure to perform its obligations, or any loss, damage or delay incurred by the Hirer resulting from circumstances beyond the Owner’s reasonable control which will include, without limitation, labour disturbance, accident, failure of services, breakdown of plant or machinery, fire or flood, acts of God, unforeseen or abnormal conditions or by any act or neglect on the part of the Hirer.

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- 1) Drivers are instructed not to drive over footpaths, drives, grass verges or other soft or landscaped ground and not to lift containers over walls/fences or other barriers or obstructions nor to place containers onto raised embankments. Should the Hirer request the Driver to do so and damage is caused (other than death or personal injury due to the negligence of the Owner) the Owner will not be liable and should damage be caused to the Owner’s Vehicle the Hirer will be responsible. The Hirer is advised to protect paving slabs, manhole covers and other protective or superficial covers as boards are not provided by the Owner. Vehicles have access criteria as follows: entrance at least 3.10 m wide, 3.90 m high for skips and at least 3.10m wide, 4.9m high for roll on off containers; an access and Site surface capable of withstanding 18.00 tonnes for skips and 32.00 tonnes for roll on off containers; and a safe and adequate turning / manoeuvring / working area. Should the access criteria be less than above, the Hirer shall be responsible for any damage caused. The Hirer undertakes to direct the Driver where to deposit the container, the Driver being for the purpose of such deposit the agent of the Hirer.
- 2) Except as specifically otherwise agreed in writing the Owner shall be under no obligation to deposit the container anywhere other than on a highway. The Hirer shall keep the Owner indemnified against any claim, demand or penalty arising out of the presence of the container (except for personal injury or death due to the negligence of the Owner).



- 3) The Hirer shall direct the Driver where to deposit or pick up the container.
- 4) Where the Driver is directed to deposit or pick up the container on or from a Site which is off a highway the Owner shall be under no liability whatsoever to the Hirer for any damage caused whilst the Vehicle is off the highway other than such as might have been caused by negligence on the part of the Driver. Without prejudice to paragraph 2 above, the Hirer shall 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 the 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.
- 5) 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 1980, have been or will be obtained before he directs the Driver to deposit the container. The Owner can organise permits on behalf of the Hirer (at least 24hrs prior notice required) from the relevant authority at an additional cost to the Hirer.
- 6) The Hirer shall not move the skip from the Site without the consent of the Owner. The responsibility for the skip remains with the Hirer until collected by the Owner's Vehicle. Any containers which are removed whilst in the control of the Hirer will be charged at the entire replacement value.
- 7) The following must not be placed in the containers: asbestos, tyres, liquid containers/drums/barrels/cartons (even if empty), liquids, liquid paint, lead acid/vehicle batteries, gas cylinders, fridges/freezers, televisions, computer monitors/fluorescent tubes, any form of special, difficult or hazardous waste. Plasterboard must be segregated from other waste in the container by either placing it on top of the other waste in the container where it may be easily lifted off or placed into a dumpy bag which can be provided on request. From the time the container is deposited until it is picked up again by the Owner, the Hirer shall ensure that:
 - a) the container is properly sited in accordance with the permission given.
 - b) the container is properly lit during darkness. The Hirer is at all times responsible for the safeguarding and lighting of the container. The Hirer must at all times take all reasonable precautions to guard the container.
 - c) fires are not lit in or near to the container. The Hirer shall reimburse the Owner for any loss or damage whatsoever or howsoever caused to the container by fire, accident, mechanical excavators or any other cause, whilst on hire to them.
 - d) the container is filled no higher than the top of its sides. The Hirer is responsible for ensuring that at all times the container is loaded safely and that the area around the container is kept safe and tidy. Should the container be found to be overloaded it is the Hirer's responsibility to correct the situation. However the Owner reserves the right to remove any objects that it feels may jeopardize the safe transportation of the container. Any extra costs incurred in removing, transporting or disposing of the contents of the container will be charged to the Hirer. The Owner reserves the right to decline collection of overloaded containers. Excess charges are levied in the event of overloading.
 - e) the container is not to be moved once placed on Site without prior consent of the Owner. The movement of containers on Site could result in the inability to collect the container. The Hirer accepts responsibility for any damage or extra costs incurred due to the container being moved.
- 8) Except as otherwise agreed in writing the Hirer shall fill the container within the period of hire (hire period being 21 days unless agreed with the Owner) and shall inform the Owner in good time of its readiness for collection or replacement.

- 9) 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 140 of the Highways Act 1980.
- 10) Except as specifically otherwise agreed in writing the Owner agrees to dispose of the contents of the container.
- 11) Payment:
- a) Payment by Account Customers is due within 30 (Thirty) days of the date of the invoice, non-Account Customer payment must be made on delivery or exchange.
 - b) If the Customer fails to pay the Company by the due date the Company may either suspend all further deliveries or performance of Services until payment is made in full or cancel the order and subsequent ordered insofar as goods remain to be delivered or Services remain to be performed there under.
 - c) The Company reserves the right to charge interest when payment has not been made on the due date at the rate (both before and after judgement) of two per cent above HSBC base rate for the time being calculated on the outstanding balance from the due date for payment down to receipt by the Company of payment.
 - d) Any sums paid by deposit, retainer or prepayment are not refundable in the event of Customer cancelling an order. The Company reserves the right at any time and its discretion to demand security for payment before continuing with or delivering any order.
 - e) Payment of the price for the Goods is due in pounds sterling.
 - f) No payment shall be deemed to have been received until the Company has received cleared funds.
 - g) All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
 - h) The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 12) The maximum rental period is 21 days unless otherwise agreed with the owner. It is the responsibility of the Hirer to request the collection within this time. Failure to do so will result in an unannounced collection and/or rental charges being incurred.

The owner reserves the right to collect a fully loaded container before the hire period has elapsed.