

TEWARD RECYCLING LIMITED
Terms and Conditions

1. DEFINITIONS

In these Conditions

- The Company* means Teward Recycling Limited a company registered in England and Wales company number 8814709 registered office New View Farm, Staindrop, Darlington, DL2 3JT.
- The Customer* means the party with whom the Company contracts, including its employees and agents.
- The Conditions* means the terms set out in this document and any special terms agreed in writing between the Company and the Customer.
- The Contract* means the contract for Skip hire incorporating these conditions.
- A Consumer* means a consumer as defined by the Unfair Contract Terms Act 1977 on the unfair Terms in Consumer Contracts Regulations 1994.
- Delivery Date* means the date that the Skip is delivered by the Company as stated on the Advice Note.
- Rental Period* means the period stated on the advice note commencing on the Delivery Date and expiring on the collection of the Skip by the Company.
- Rental Price* means the price stated on the advice note for the hire of the Skip over the Rental Period.
- The Site* means the place where the Skip is deposited.
- The Skip* means the waste removal Skip, rented by the Company to the Customer.
- Vehicle* means the Vehicle which is delivering or collecting the Skip.
- Waste* means construction and demolition waste including rubble, concrete, wood, plastic, soil and paper and any other items of waste as agreed in writing by the Company, but excluding Excluded Waste.
- Excluded Waste* means:
 - substances hazardous to health such as toxic or corrosive materials or liquids, including but not limited to fibrous asbestos, solvents, minerals or greases.
 - liquids of any kind whether contaminated or not.
 - cans, drums or other containers of any kind unless they are empty and crushed.
 - medical waste or animal carcasses of any kind or quantity.
 - tyres, fridges, freezers, cookers.
 - light bulbs.
 - any other material not listed above however considered unsuitable.

THESE TERMS DO NOT APPLY IF YOU ARE A CONSUMER: For this purpose a consumer means any natural person acting for purposes outside its trade business or profession.

2. BASIS OF CONTRACT OF HIRE

- 2.1 The skip is hired by the company only under these conditions, which may not be altered without the written agreement of a Company Director. Any contrary or additional terms unless so agreed are excluded.
- 2.2 Cancellation of the Contract by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the moment of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith.
- 2.3 A charge will be made for any costs incurred by the company due to suspension or deferment of the Contract by the Customer or in the event that the Customer defaults giving instructions for the delivery of the skip.
- 2.4 Section 34 (1) of the Environment Protection Act 1990 requires that a description of the type of waste (to be placed in the skip) be given. The description must be given at the time of booking, and must provide enough information to enable subsequent handlers to avoid mismanaging the waste.
- 2.5 Health and safety information relating to the skip hire and waste management is available on request.

3. REPRESENTATIONS

- 3.1 The company shall not be liable in respect of any misrepresentation made by the Company, its employees or agents to the Customer as to the condition of the skip, its fitness for any purpose or as to quantity or measurements unless the representation is made or confirmed in writing by a director of the Company and/or is fraudulent.
- 3.2 If the customer requires advice in relation to the skip and the waste removal, a specific request for advice should be made and any advice made or confirmed in writing in response to such a request shall amount to a representation and the Company shall be liable accordingly.
- 3.3 For the avoidance of doubt except where the skip is supplied to a Customer dealing as a Consumer the Company's liability for damages for misrepresentation (other than fraudulent) is excluded or limited by Clause 9 of these Conditions. The statutory rights of a Consumer are not affected by these Conditions.

4. PRICE

- 4.1 Quoted prices are based on costs prevailing at the time when they are given or agreed and are exclusive of VAT. The Company shall be entitled to adjust the prices as at the time of delivery of the skip:
 - 4.1.1 to take account of any direct or indirect price increases sustained by the Company: and/or
 - 4.1.2 if there is any change in the delivery date, quantities or specifications for the skip requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

5. PAYMENT

- 5.1 Unless the hire is for cash, payment shall be made by the Customer not later than 30 days following the date of the invoice. Time for payment shall be of the essence of the contract.
- 5.2 The Company reserves the right without incurring any liability whatsoever to refuse to execute the contract or part thereof if (the Customer refuses to accept a price variation under clause 4) or the arrangements for payments are, or the Customer's credit status is, in the Company's opinion insufficient or not satisfactory and to refuse to perform or continue to perform the Contract with any customer whose account or part thereof is or becomes overdue for payment.
- 5.3 The Customer shall not be entitled to withhold payment of any amount payable under the Contract by reason of any dispute or claim by the Customer in connection with the Contract or any other ground whatsoever nor shall the customer be entitled to set-off against any amounts payable to the Company under the Contract any amount which is not then due and payable by the Company to the Customer.
- 5.4 The company shall be entitled at all times to set-off any debt or claim which the Company may have against the Customer against sums due by the Company to the Customer.

6. DELIVERY

- 6.1 The skip will be delivered to the site as identified in the advice note on the delivery date. All times or dates quoted for delivery are given in good faith but without any responsibility on the Company's part for failure to supply or for any delay in supplying skips which may be caused directly or indirectly by any circumstances beyond the Company's control or any unforeseen or abnormal conditions or by any act or neglect on the Customer's part. Time for delivery shall not be of the essence of the contract.
 - 6.2 Risk in the skip will pass to the Customer on delivery and shall remain with the customer until the skip is collected by the Company.
 - 6.3 The skip shall at all times remain the property of the Company and the Customer shall have no rights, title or interest in the skip. The Customer shall not do or permit or cause to be done any matter or thing whereby the rights of the Company or any third party rights in respect of the skip are or may be prejudicially affected.
 - 6.4 Delivery by the Company's road vehicles shall be made on the nearest good hard road to site with adequate turning space at the point of delivery. The truck driver is empowered to refuse delivery if, in his opinion, the point of unloading is unsafe or is likely to prove dangerous to a vehicle. If the delivery vehicle is required to deliver and deposit the skip at any point off a public road, the Customer will be responsible for any damage to vehicles, pipes, manholes or any other property of any sort resulting there from.
 - 6.5 In the event that the Customer requests that the skip be deposited on a street or public highway the Customer shall be responsible for the compliance with all the regulations including but not limited to Section 139 (1) of the Highways Act 1980 and for all steps which need to be taken for the protection at all times of persons property.
 - 6.6 The price is based on:
 - 6.6.1 the Customer requiring delivery during the Company's normal working hours (such hours or days are available on request). If the Customer requires delivery at any other time then the Customer shall give at least seven working days notice in writing to the Company and, if the Company agrees to such delivery, the customer shall pay all additional expenses as determined by the Company occasioned by such delivery; and
 - 6.6.2 carriage, delivery and a maximum of ten minutes attendance by the delivery vehicle at the site. Any period in excess of this time will be charged as waiting time to the Customer at the rate determined by the Company and such rate is available from the Company upon request.
- It is a condition of the Contract that proper assistance is given by the Customer to the driver of the vehicle delivering the skip.

7. USE OF THE SKIP ON SITE

7.1 The Customer will conform with all statutory enactments and regulations and bylaws and regulations of local or other statutory authorities that apply to the skip.

7.2 The Customer shall not place or cause to be placed in the skip anything other than the waste. Should the Customer place or cause to be placed in the skip any Excluded waste or anything other than waste, notice shall be immediately be given as required by the Special Waste Regulations 1996. The Customer will either be asked to remove the excluded waste from our site, or the excluded waste will be returned to the Customer, and charged for this service. (Please note, any loss of productivity at the Recycling Plant could be charged to the Customer)

7.3 The Customer shall not:

7.3.1 overload the skip and not fill it higher than its sides, so that the skip can be transported safely on the public highway. Surcharges will apply to skips that are overfilled above 'level load' line clearly identified. **Charges applied are £30.00 for every 1ft above.**

7.3.2 set fire to the contents of the skip

7.3.3 add on or attach to the skip any painting, sign-writing, lettering or advertising

7.3.4 remove, deface or conceal any name plate or mark indicating the owner of the skip and afford at all times access to the skip to inspect or repair such name plates or marks

7.3.5 move the skip from site by any method whatsoever

7.3.6 sell or offer for sale, assign, mortgage, pledge, sub-let or transfer the skip or the balance of the contract either in whole or in part.

7.4 The Customer shall ensure:

7.4.1 the skip is properly sited in accordance with any necessary permissions required given

7.4.2 the skip is properly coned and lighted according to Section 139 (10) of the highways Act 1980 during the hours of darkness and unsatisfactory visibility

7.4.3 the skip suffers no damage other than fair wear & tear

7.5 The Customer must immediately notify the Company of any loss or theft of a skip. If a skip is reported stolen, it must be accompanied with an incident number obtained from the police in order to terminate the hire.

8. INDEMNITY AND INSURANCE

8.1 The Customer shall indemnify the Company on demand against all costs, charges and expenses including legal costs on an indemnity basis suffered by the Company as a result of or in connection with the presence of the skip on the site including injury to person or loss or damage to property howsoever caused and any breach of the Contract by the Customer including making good to the company any loss or damage to the skip howsoever caused whilst it is in the possession of the Customer.

8.2 The Customer shall be responsible for obtaining insurance cover including third party liability and cover against loss or damage to the skip. The Customer shall produce on demand to the Company a copy of the policy or policies. If the skip is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Company by telephone and confirmed in writing.

9. LIABILITIES

9.1 All warranties, representations, terms, Conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

9.2 Nothing in these Conditions shall exclude or restrict the company's liability for death or personal injury resulting from its negligence of the company's liability for fraudulent misrepresentation.

9.3 If the customer deals as a Consumer any provision of these conditions which is of no effect shall not apply. The statutory rights of a Customer dealing as a Consumer are not affected by these terms.

9.4 Subject to clauses 10.2 and 10.3 of these Conditions the Company shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other terms expressed or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead of liability damages the Company undertakes liability under clause 10.3 below.

9.5 Where but for the effect of clause 10.4 of these Conditions a Customer would have been entitled to damages against the Company, the company shall not be liable to pay damages but at its own expense supply a replacement skip free of charge or refund all (or where appropriate part) of the rental price.

9.6 Except where the customer deals as a Consumer the customer will unconditionally fully and effectively indemnify the company against all loss damages costs on an indemnity basis and expenses awarded against or incurred by the Company in Connection with or paid or agreed to be paid by the Company in settlement of any claim by any third party arising from the delivery or use of the skip including loss arising from the Company's negligence.

9.7 Subject to clauses 10.2 and 10.3 of these Conditions the Company shall not be liable for misrepresentation (unless fraudulent) or in contract, tort (including negligence or breach of statutory rights) or otherwise howsoever arising and whatever the cause for:

9.7.1 any financial loss or and liability the Customer may have to a third party of any loss of profit, business, contracts, revenues or anticipated savings; and/or

9.7.2 any special incident or consequential damage of any nature whatsoever

9.8 Without prejudice to any other provisions in these Conditions in any event the Company's total liability for any one claim of for the total of all claims arising from any one act of default Company (whether arising from the company's negligence or otherwise) shall not exceed the rental price of the skip, the subject matter of any claim.

10. DEFAULT

10.1 "Insolvent", shall mean the Customer becoming unable to pay its debts within the meaning of Section 13 of the Insolvency Act 1986; the levying or the threat of execution or distress of the property of the Customer, the appointment of a receiver or administrative receiver over all or any part of the Customer's property, a proposal for a voluntary arrangement or com-promise between the Customer and its creditors whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding up or summoning a meeting to pass such a resolution otherwise than for the purpose of a bona fide amalgamation or reconstruction ;the presentation of a petition for winding up of a Customer or for an administration order in relation to the Customer ceasing or threatening to cease to carry on its business.

10.2 In the event of overdue or unpaid accounts, all services will be suspended immediately and all outstanding monies will become immediately payable and the Company shall be entitled to do one or more of the following (without prejudice to any other rights or remedy it may have)

10.2.1 require payment in cash or cleared funds in advance of delivery of any undelivered skip

10.2.2 cancel or suspend any further delivery to the Customer under any contract

10.2.3 hire out or otherwise dispose of any skips which are the subject of any contract with the Customer

10.2.4 charge the Customer on the balance of monies due pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment is received after as well as before judgement.

10.3 The Customer shall reimburse the Company's costs including legal costs on an indemnity basis which the Company incurs in enforcing its rights under this contract including but not limited recovery of any sums due. Such sums shall be paid in addition to the statutory compensation payable by the Customer under the Late Payment of commercial Debts Regulations 2002.

11. COLLECTION AND TERMINATION OF HIRE

11.1 Except as specifically otherwise agreed in writing, the Customer shall fill the skip within the rental period of 14 days, and shall inform the Company at least one clear working day in advance of its load being ready for collection or replacement.

11.2 If the Customer wishes to extend the rental period, the Customer shall inform the Company at least one clear working day in advance of the collection date otherwise charges will be incurred at a rate determined by the Company and available from the Company upon request.

11.3 Ownership of the contents of the skip shall pass to the Company on collection unless otherwise agreed in writing, provided that the provisions of Clause 7.3 have been satisfied

11.3.1 the Company shall be entitled at any time and for any reason whatsoever and without explanation to terminate with immediate effect the contract for the hire of the skip and to repossess the skip

11.3.2 the Customer shall allow the Company access to the skip at all reasonable time for the purpose of inspection, maintenance, replacement or repossession.

12. DATE PROTECTION

If the Customer is an individual or group of individuals the Customer agrees that the Company may process the Customer's personal data in accordance with the Company's Data Protection Policy - copy available on request.

13. GENERAL

13.1 The construction validity and performance of these Conditions and this Contract shall be governed by English Law.

13.2 The headings of these conditions are for convenience only and shall have no effect on interpretation.

13.3 The Company shall not be liable for any delay or failure to perform any of its obligations in relation to the skip due to any cause beyond its reasonable control including industrial action.

13.4 If any clause or sub-clause of these conditions is held by any court or other competent authority to be void or unenforceable the validity of the other clauses or sub-clauses of these conditions shall not be affected and they shall remain in full force and effect.

13.5 The waiver by the Company of any breach or default of these conditions shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision

13.6 Nothing in these conditions or this contract is intended to or will create any benefit for or right to enforce any of these conditions on a third party.

Termination of this contract shall not affect the rights and obligations whatsoever accrued at the time of term.