

TERMS AND CONDITION

In these conditions the owner 'Cox Skips', 'Hirer' means person or company to which accounts are rendered; 'Vehicle' means the vehicle which is delivered or collecting the skip which is the subject of the contract; 'Driver' means the driver of the vehicle; The 'site' means the place where the skip is deposited on the directions of the hirer; 'Customer', 'client' means the person /company/agency or representative that is hiring the skip.

The owner enters into the agreements for hire of skips and disposal of contents upon the following conditions: -

1. No agent or employee of the owner is permitted to alter or vary these conditions in any way to give any consent there under unless he is authorised 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 skips which may be caused directly or indirectly by any circumstances beyond the owners control or 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 skip elsewhere than on a highway.
b) The hirer shall save harmless and keep the owner indemnified against any claim, demand or penalty arising out of the period of the skip on the site and which could not have been made had the skip not been placed on the site.
4. The hirer shall direct the driver where to deposit or pick up the skip.
5. Where the driver is directed to deposit or pick up the skip on or from a site which is off a highway, the owner shall be under no liability whatsoever to the hirer for any damage how ever caused whilst the vehicle is off the highway other than such as might have 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 owners indemnified against and clear demand which would 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 skip 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.
6. The time allowed for depositing or picking up a skip is ten minutes. If the vehicle is waiting longer than this after arrival, the hirer shall be liable for reasonable demurrage.
7. The Hirer shall ensure that all permissions required before the skips can lawfully be deposited on the site including the permission under Section 139 of the Highways Act 1980 have been or will be obtained before he directs the driver to deposit the skip.
8. The hirer shall not remove the skip from the site without the consent of the owner.
9. a) The hirer undertakes not to knowingly place Special Wastes as defined on the Special Waste Regulations 1996 or any amendments or modification thereto in the skip.
b) If any waste to which the said section applies is placed in any skip the hirer shall immediately give the notices required by the said section and send copies of such notices to the owner.
10. The hirer shall ensure from the time that the skip 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 coned and lighted during the hours of darkness.
 - c) No fires are lit in it.
 - d) It is filled no higher than the top of its sides.
 - e) It suffers no damage except fair wear and tear.
11. Notwithstanding the terms of Condition 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 skip with reflective paint.
12. Except as specifically otherwise agreed in writing the hirer shall fill the skip within the period of hire and shall inform the owner in good time of its readiness for collection or replacement. Periods in excess of 7 days casual hire, a charge may be made for each week or part thereof.
13. The owner shall ensure that the skip is clearly and indelibly marked with his name and telephone number or address.
14. The owner will remove or reposition the skip if required at any time to do so by a highway authority or constable in uniform under Section 140 of the Highway Act 1980.
15. Except as specifically otherwise agreed in writing the owner agrees to dispose of the contents of the skip.

ENVIRONMENTAL PROTECTION ACT 1990 DUTY OF CARE ETC. AS RESPECTS WASTE

34. 1. Subject to subsection (2) below, it shall be the duty of any person who imports, produces, carries, keeps, treats or disposes of controlled waste or, as a broker, has control of such waste, to take all such measures applicable to him in that capacity, as are reasonable in the circumstances.
 - a) to prevent any contravention by any other person of section 33.
 - b) to prevent the escape of waste from his control or that of any person, and
 - c) on the transfer of the waste to secure –
 - i) That the transfer is only to an authorised person or to a person authorised for transport purposes, and
 - ii) that there is transferred such a written description of the waste as will enable other persons to avoid contravention of that section and to comply with the duty under this subsection as respects the escape of waste.
2. The duty imposed by subsection (1) above does not apply to an occupier of domestic property as respects the household waste product on the property.
3. The following are authorised persons for the purpose of subsection (1)(c) above –
 - a) any authority which is a waste collection authority for the purposes of this part.
 - b) any person who is the holder of a waste management licence under section 35 or a disposal licence under section 5 of the Control of Pollution Act 1974.
 - c) any person to whom section 33(1) above does not apply by virtue of regulations under subsection (3) of that section.
 - d) any person registered as a carrier of controlled waste under section 2 of the Control of Pollution (Amendment) Act 1989.
 - e) any person who is not required to be so registered by virtue of regulations under section 1(3) of that Act, and
 - f) a waste disposal authority in Scotland.
4. The following are authorised transport purposes for the subsection (1) (c) above: -
 - a) the transport of controlled waste within the same premises between different places in those premises.
 - b) the transport to a place in Great Britain of controlled waste which has been brought from a country or territory outside Great Britain not having been landed in Great Britain until it arrives at that place, and
 - c) the transport by air or sea of controlled waste from a place in Great Britain to a place outside Great Britain.
and the "transport" has the same meaning in this subsection as in the Control of Pollution (Amendment) Act 1989.
5. The Secretary of State may by regulations, make provision imposing requirements on any person who is subject to the duty imposed by subsection (1) above in respects the making and retention of documents and the furnishing of documents or copies of documents.
6. Any person who fails to comply with the duty imposed by subsection (1) above or with any requirement imposed under subsection (5) above shall be liable.
 - a) on summary conviction, to a fine not exceeding the statutory maximum, and
 - b) on conviction on indictment, to a fine
7. The Secretary of State shall after consultation with such persons or bodies as appear to him representative of the interests concerned, prepare and issue a code of practice for the purposes of providing to persons practical guidance on how to discharge the duty imposed on them by subsection (1) above.
8. The Secretary of State may from time to time revise a code of practice issued under subsection (7) above by revoking, amending or adding to the provisions of the code.
9. The code of practice prepared in pursuance of subsection (7) above shall be laid before both Houses of Parliament
10. A code of practice issued under subsection (7) above shall be admissible by evidence and if any provision of such a code appear to the court to be relevant to any question arising in the proceedings it shall be taken into account in determining that question.
11. Different copies of practice may be prepared and issued under subsection (7) above for different areas.

ACCOUNTS AND CHARGES

- 1) Upon applying for a credit account with Cox Skips, all clients shall be acquiescent to the trading terms and must abide with the terms and conditions of Cox Skips.
- 2) Clients with a credit arrangement with Cox skips must pay all invoices within their payment terms i.e. 30 days from the date of the invoice, unless otherwise agreed in writing. Payment is will be made by the Customer in cash, debit/credit card or cheque with order or against a proforma invoice unless a credit account has been opened. Cox skips reserves the right to charge interest at the rate of +8% per annum as per Late Payment of Commercial Debts (Interest) Act 1998. Upon demand all monies outstanding should be paid including interest of any outstanding debt. Any payment made by the Customer shall be deemed conclusive proof of entitlement to payment for the relevant invoice(s) and shall be treated by the Customer as an admission accordingly.
- 3) Cox skips reserves the right to recover the debt by any method deemed necessary within those allowed by laws of England and Wales, including and within transferring of debt to a separate entity for the collection via bailiff or court, as deemed necessary by that entity plus cost for recovering or attempting to recover from the customer outstanding fees and charges, including any mercantile agent cost and legal costs on a full indemnity basis.
- 4) Notwithstanding the credit control measures in place for normal debt chasing, if Cox Skips needs to implement further chasing for debt older than the credit agreed period, including and irrevocably the hiring of a separate entity, Cox Skips reserves the right to charge an administrative fee, plus and including £40/hour as deemed necessary within a fair time share allocated for the debt to be recovered via litigation.
- 5) Credit/Debit cards details given will be used solely for the payment of the jobs done and any charges as per your contractual agreement, if applicable, and Cox Skips will use all reasonable endeavours to protect the details of the customers card, however it does not accept liability for the loss that may be suffered by the customer in relation to the charging of the card, or will be held liable for any data that stolen or given in error.
- 6) Cox skips will endeavour to the best of their ability to protect all data given by the customer to the standards of the Data Protection Act of 1998, however, Cox Skips will not be held liable for any disclosure of data while in the process of the normal day-to-day operations of the company.
- 7) Any quotation or estimate given by Cox Skips is an indication given in good faith and shall not become binding unless confirmed by Cox Skips Hire in writing. All prices quoted are based on information available at the date of quotation and Cox Skips reserves the right to vary prices at any time without notice prior to accepting an order from the Customer.
- 8) If the customer has defaulted his payment terms, Cox Skips reserves the right to discretely withdraw credit and withhold delivery of services until any arrears AND full amount on the account is paid in total. Cox Skips reserves the right to terminate any account that they may deem as a financial risk. Cox skips shall reserve the right to terminate or suspend any account if they have deemed that the customer has acted in an inappropriate manner i.e. any action/s that might lead to the company or employee acting in an unprofessional manner or deemed unfair as per OFT standards.
- 9) If there is any other evidence that the Customer is insolvent, in liquidation or administration, then without prejudice to any other rights of Cox Skip, Cox skips shall be entitled to a) Terminate the Contract and/or suspend any further deliveries to the Customer. b) Charge the Customer interest (both before and after Judgment) on the amount unpaid at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998.