

TERMS AND CONDITIONS

1. DEFINITIONS AND GENERAL

1.1 This Contract is for the provision of waste equipment and waste services ('Equipment'), the hire of items and accessories ('Plant') and the 'resale' of goods ('Goods') detailed on the Quotation or Order Acknowledgement. The parties to the Contract are:

- (i) the 'Hirer' and, where the Hirer is not an individual acting in person, the 'Signatory' at the point of delivery.
- (ii) Equip Logistics Limited, Company No. 4173288, Broker of Controlled Waste Registration No. CB/SN5918YK with registered offices at 56-58 Westfield Lane, Mansfield, Nottinghamshire, NG19 6AQ ('Equip Logistics').

1.2 'Waste' means all waste as described by the Hirer and as agreed by Equip Logistics and the Hirer to be removed from the Hirer's site and excludes the following:

- (i) asbestos material of any kind bonded or fibrous;
- (ii) substances hazardous to health such as toxic or corrosive materials or liquids;
- (iii) any liquids of any kind whether contained or not;
- (iv) cans, drums or other containers of any kind unless they are empty and crushed: so incapable of carrying any liquid;
- (v) medical waste or animal carcasses of any kind or quantity; and
- (vi) any other material not listed above, however considered unsuitable for containment.

Section 34 (1) of the Environment Protection Act 1990 requires that a description of the type of waste (to be placed in a skip for example) be given, '...The description must provide enough information to enable subsequent holders to avoid mismanaging the waste...'. This description must be given at the time of booking each skip.

1.3 Weekly rates are for a 40-hour 5-day week. Additional charges will be made for shift work and weekend work.

1.4 These terms and conditions shall apply to the hire of Equipment and to the hire of all Plant between Equip Logistics and the Hirer and shall not be overridden by any terms and conditions of the Hirer.

1.5 Acceptance of the Equipment or Plant on site by the Hirer or its delivery on site in accordance with the Hirer's instructions signifies acceptance of these Terms and Conditions unless otherwise agreed in writing.

1.6 Equip Logistics may terminate the Contract and repossess Equipment or Plant or without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach or is involved in insolvency or liquidation proceedings.

1.7 Where Equip Logistics act as managing agent for the sourcing of Equipment or Plant, these terms and conditions may be subject to further specific conditions.

1.8 Where the Hirer deals with Equip Logistics as a consumer, these terms and conditions do not and will not affect the consumer's statutory rights.

1.9 These terms and conditions shall be governed by and construed according to the laws of England.

2. USE OF EQUIPMENT ON THE HIRER'S SITE

The Hirer will conform with all statutory enactments and regulations and byelaws and regulations of local or other statutory authorities that apply to the Equipment or the Waste.

2.1 The Hirer shall not:

- (i) place or cause to be placed in the Equipment any thing other than Waste;
- (ii) overload the Equipment. Section 34 of the Environment Act 1990 states that any person who produces waste is bound by a duty of care '...to prevent the escape of waste, that is, to contain it'. Equipment therefore must not be overloaded above its maximum capacity. In the case of a skip, that is, not higher than the sides of the skip. It is illegal to transport overloaded skips;
- (iii) set fire to the contents of the Equipment;
- (iv) interfere with the mechanism of the Equipment;
- (v) add on or attach to the Equipment any painting, sign-writing, lettering or advertising;
- (vi) remove, deface or conceal any name plate or mark indicating the owner of the Equipment and afford at all reasonable times access to the Equipment to inspect or repair such name plates or marks; or
- (vii) move the Equipment from its point of delivery on site by any method whatsoever.

3. HIRE CHARGES

3.1 The stated hire charges on the Order Acknowledgement are for the duration of the Contract and include Saturdays, Sundays and Public Holidays. Telephone off-hires will not be accepted unless validated by an off-hire number notified by Equip Logistics to the Hirer.

3.2 Hire charges relate solely to the hire of Plant. They do not include fuel and oil supplied with the Plant, consumables, wear charges and the like or carriage charges, all of which will be charged separately to the Hirer. Carriage charges quoted include a charge for a maximum of 30 minutes attendance by the delivery vehicle at the address specified by the Hirer. The Hirer will pay for further time.

3.3 Abortive carriage charges may be levied when delivery or collection has not been possible when undertaken in accordance with the Hirer's instructions.

3.4 Where an approved credit or debit card transaction has taken place and subsequent payment shortfalls arise, Equip Logistics may process for payment the balance due. Similarly, Equip Logistics may process part payments at interim stages of the Contract.

4. WAGES AND OTHER CHARGES FOR OPERATIVES

The Hirer shall pay the agreed hourly rates for each operative supplied with the Plant and such rates are payable whether or not the operative is actually engaged operating the Plant or providing any other service in connection with the Plant. The Hirer shall sign the time record sheets of the operative daily or weekly as required. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the time record sheets. All travelling time and fares for operatives whether during, at the beginning or the end of the hire period are payable by the Hirer in accordance with the appropriate national agreement.

5. PAYMENT TERMS

Payment terms for authorised credit customers are 30 days nett from the date of the invoice. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, Equip Logistics reserve the right to charge interest on the late payment of commercial debts at base rate + 8%. The Hirer will pay all monies outstanding, on demand including interest on amounts overdue and will be liable for reasonable legal charges incurred by Equip Logistics in the recovery of Equipment or Plant or amounts due.

6. LOADING AND UNLOADING PLANT

The Hirer shall be responsible for loading and unloading the Plant at the Hirer's site. A driver who helps load or unload Plant is deemed to be an employee of the Hirer and the provisions of paragraph 7 shall apply.

7. RESPONSIBILITY FOR OPERATIVES

When an operative (competent person) is supplied with the Plant, such person shall be under the direction and control of the Hirer. The operative shall for all purposes connected with such employment be regarded as the servant of the Hirer who alone shall be responsible for all claims arising in connection with the delivery, preparation or operation of the Plant. Equip Logistics shall have no liability for any loss or damage caused by any act or omission whatsoever of an operative or the consequences thereof. The Hirer shall fully and completely indemnify Equip Logistics in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising out of or in connection with any act or omission of the operative whilst the Hirer is responsible for him and whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the operative.

8. RESPONSIBILITY OF PERSON SIGNING

The person signing on site warrants that he has the authority of the Hirer to make the contract on the Hirer's behalf. Equip Logistics shall be entitled to treat the Hirer as contractually bound by these terms and conditions unless the Hirer can demonstrate that there were no reasonable grounds to believe that such person had authority to bind the Hirer.

9. DELIVERY IN GOOD ORDER

The person signing on site has been afforded an opportunity to inspect the Plant that is deemed to be in good working order and wholly free from damage at the time of signature. If the Hirer has accepted the Plant on site, the Plant is also deemed to be in good working order and wholly free from damage at the time of delivery. Any shortages of Plant must be notified to Equip Logistics within 24 hours of the commencement of the hire and confirmed in writing within 72 hours. If the Hirer fails to do this, hire charges will continue, and the Hirer will be responsible for the cost of replacing shortages in accordance with paragraph 10.

10. LOST, NON-RETURNED, DAMAGED OR UNCLEAN EQUIPMENT AND PLANT

The Hirer must immediately notify both Equip Logistics and the police of any loss or theft of the Equipment or Plant. If an item of Equipment or Plant is reported stolen, it must be accompanied with an incident number obtained from the police in order to terminate the hire. When the Equipment or Plant is not returned or is returned incomplete, the liability of the Hirer shall only cease when the Hirer pays the manufacturer's current list price for the missing or incomplete item of Equipment or Plant. The Hirer agrees to pay all costs incurred in rectifying the condition of the Equipment or Plant if it is returned damaged, unclean or incomplete. In the case of Plant, hire charges will continue until such rectification is complete.

11. MAINTENANCE OF EQUIPMENT AND PLANT AND BREAKDOWN PROCEDURES

The Hirer shall ensure that Equipment or Plant remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment or Plant must be immediately notified to Equip Logistics. Under no circumstances shall the Hirer repair the Equipment or Plant, except for punctures, unless authorised. Such Equipment or Plant must be returned for examination or when rectification elsewhere is requested, the Hirer agrees to pay carriage if required. Punctures are to be mended by and at the cost of the Hirer.

12. SAFE USE OF PLANT

The Hirer confirms that he has the necessary knowledge and experience to operate and use the Plant. The Hirer will not misuse the Plant. The Hirer will not allow any person to use the Plant who is not properly instructed in its use and will ensure that all applicable health and safety rules and regulations are observed. Full operating instructions and safety notes will be offered to the person who receives Plant. Under the Health and Safety at Work Act, it is an employer's duty to ensure these instructions are passed on to the user of the Plant. Where the Plant comprises electrical equipment, a qualified electrician must connect it to the correct supply. The Hirer is responsible for providing a suitable 3 phase and earth supply to the base of each item of Plant.

13. SECURITY OF EQUIPMENT AND PLANT

The Hirer shall not sell or otherwise part with possession and/or control of the Equipment or Plant and shall remain responsible for the Equipment or Plant and its safekeeping during the hire period. Equipment or Plant must not be removed without the authority of Equip Logistics from the address to which the Equipment or Plant has been delivered. The Hirer shall keep the site at which the Equipment or Plant is located safe and secure.

14. ACCESS AND GROUND CONDITIONS

The Hirer is responsible for the provision of free and suitable access to and from the site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for the erection, operation and dismantling of Equipment or Plant. No responsibility will be accepted for damage to any surface over which the Equipment or Plant has been moved to reach its intended position of use and the Hirer should therefore take steps to protect surfaces (paving slabs, soft ground and the like) before delivery of the Equipment or Plant.

15. HIRER'S RESPONSIBILITY – THIRD PARTIES

The Hirer shall fully and completely indemnify Equip Logistics in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from or in connection with the use of the Equipment or Plant.

16. CONSEQUENTIAL LOSSES

Equip Logistics shall not be liable for any consequential losses, expenses, liabilities, claims or proceedings whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability or repossession of the Equipment or Plant, or any breakdown or defect in the Equipment or Plant.

17. INSURANCE AND NOTIFICATION OF ACCIDENTS

The Hirer shall be responsible for obtaining all prudent insurance cover, including third party liability and cover against loss or damage to the Equipment or Plant. The Hirer shall produce on demand to Equip Logistics a copy of the policy or policies. The Hirer shall hold on trust all policy proceeds in or towards satisfaction of the Hirer's obligations under paragraph 10 above. If the Equipment or Plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to Equip Logistics by telephone and confirmed in writing.

18. PERIOD AND DETERMINATION OF HIRE

If the Hirer is an individual within the meaning of the Consumer Credit Act 1974, the maximum period of hire shall be 3 months. Equip Logistics shall be entitled at any time and for any reason whatsoever and without explanation to terminate with immediate effect the hire contract and to repossess the Equipment or Plant.

19. RIGHT OF ACCESS

The Hirer shall allow access to the Equipment or Plant at all reasonable times for the purpose of inspection, maintenance, replacement or repossession.

20. INVALIDATION

Should any of these terms and conditions be held to be invalid, such invalidation will not affect the validity of the remaining terms and conditions.