

1. Definition of Use and General

- i) 'Customer' refers to the company or person that has requested the hire equipment from C&R Lewis.
- ii) 'Equipment' refers to skips, plant or goods that have been hired / purchased through. C&R Lewis
- iii) 'Site' refers to where the equipment is to be deposited at the request of the customer.
- iv) 'Vehicle' refers to the owner's vehicle.
- v) The parties to this contract are the 'Hirer' and C&R Lewis Skip Hire.

2. Equipment Use

- i) Customer warrants with respect to each skip ordered to be placed other than on private property:
 - (a) That the permission of the Highway Authority has been duly obtained under Section 139 Highways Act 1980 (control of builders' skips).
 - (b) That the said permission will be kept in force by the extension or renewal as necessary until either the skip is removed or until the expiry of three working days' notice is given for the container to be removed.
 - (c) That they will ensure the observation and performance at all times of all the conditions subject to which the aforesaid permission is granted and in particular will ensure that the skip is properly lit throughout the hours of darkness.
 - (d) That they will ensure that at the time of collection there is a clear space at one end of the skip of not less than thirty feet to enable the vehicle necessary access to effect the collection and removal.
 - (e) Unless specifically otherwise agreed in writing, Customer shall provide three marker cones by day and three cones plus six yellow lights on the skip during the hours of darkness as required by the Highways Act 1980 if the equipment is placed on the public highway (including grass verges and footpaths or pavements) or anywhere else where damage to property or injury to third parties is reasonably foreseeable.

- ii) Customer warrants:
 - (a) That the waste material to be placed in the containers falls under part 2 of the Environmental Protection Act 1990, or
 - (b) That the requisite licence has been issued under Waste (England and Wales) Regulations 2005; AND
 - (c) That the waste material to be removed or disposed of in the container does not come within the definition of "hazardous waste" contained in the Hazardous Waste (England and Wales) Regulations 2005

(d) All Activities undertaken by Customer, which may be subject to regulation under the Duty of Care (Section 34) of The Environmental Protection Act (1990), are fully compliant with the legislation and do not detrimentally affect the compliance of C&R Lewis with the said legislation.

iii) If Customer requires the Equipment to be placed in a location which requires C&R Lewis vehicles to leave the public highway, Customer accepts full responsibility for assessing and ensuring the adequacy of its and any third party's relevant access ways, driving surfaces, parking areas, pavements, curbs and manhole covers to bear the weight of C&R Lewis vehicles as well as being responsible for, and bearing all costs associated with, obtaining all licences, consents and permissions necessary to access such third party access ways. Customer shall indemnify C&R Lewis in respect of any damage to such access ways, driving surfaces, parking areas, pavements, curbs, plant life, and manhole covers.

iv) Customer shall indemnify C&R Lewis in respect of any loss or damage to the equipment whilst on hire to them from whatsoever cause the same may arise (fair wear and tear expected). Customer shall also fully indemnify C&R Lewis in respect of any claim for injuries to persons or property arising out of the use of the equipment whilst on hire to them howsoever the same maybe caused or arise, and in particular Customer undertakes:

(a) NOT TO LIGHT FIRES in the skip or to burn anything therein.

(b) Not to place any corrosive acid or noxious substance nor liquid cement or concrete in the skip.

(c) To ensure that the skip is not filled above the sides thereof

(d) To pay all the extra expense and costs including possibly a new container which may result from non-observance of the above.

v) Three clear working days' notice is required to terminate the hiring of the skip. Customers undertake to fill the skip within the period of the licence granted under the Highways Act and to give C&R Lewis notice of its readiness for collection.

vi) In event of the Highway Authority or the Police exercising their powers to, or cause C&R Lewis to, light, move or remove the skip during the period of the hire Customer is responsible for all costs thereby incurred.

vii) The hire cost includes 14 days hire (including the day of delivery) unless otherwise agreed. C&R Lewis reserves the right to charge for any extra days and / or collect the skip once the 14 days are up. C&R

Lewis is not required to give prior notification of its intention to remove the skip once the 14 days have expired.

viii) Customer hereby gives irrevocable right and licence to C&R Lewis and its designees to enter any premises at any time (whether during the term of the Contract or after its termination) with or without vehicles and with or without notice for the purpose of accessing and/or removing the Equipment. The Customer shall provide unobstructed and safe access to the Equipment on any scheduled or other collection day, and such access shall include a clear access space of at least 30 feet at one end of the Equipment. If the Equipment is inaccessible so that any scheduled pick up cannot be made, C&R Lewis will promptly notify the Customer and give the Customer a reasonable opportunity to provide the required access, however C&R Lewis reserves the right to charge to the Customer any wasted or additional collection costs incurred which result from Customer's failure to provide such access.

3. Consequential Loss

i) C&R Lewis shall not be liable for any consequential losses, expenses, liabilities, claims or proceedings howsoever caused by, or arising out of, the late delivery, non-delivery, or unsuitability of the Equipment.

ii) Customer shall be responsible for ensuring sufficient access to the site. Should the vehicle be unable to deliver due to restrictions with access, howsoever caused, Customer will be deemed to be responsible, and will be responsible for the cost of the failed delivery which will be no less than 50% of the overall cost paid or agreed.

4. Restricted Material

All W(waste) E(electrical) and E(electronic) E(equipment)

- Fridges / Freezers
- Tyres
- Paint Cans
- TV's / Monitors
- Asbestos
- Clinical / Medical Waste
- Fluorescent Tubes
- Solvents
- Liquids

- Oil
- Batteries
- Plasterboard (max 10% of load)
- Hazardous / Toxic Material
- Gas Cylinders
- Mattresses

Containers that have previously contained hazardous materials

Surcharges will apply where these items have been deposited without the permission of C&R Lewis

5. Payment Terms

If Customer shall make default in punctual payment of the sums due for the hire of the said Equipment, or shall fail to observe and perform the terms and conditions of this agreement to be observed and performed on its part or if Customer shall do or cause to be done or permit or suffer any act or thing whereby C&R Lewis' rights in the said Equipment may be prejudiced or put in jeopardy this agreement shall forthwith determine (without notice or other act on the part of C&R Lewis and notwithstanding that C&R Lewis may have waived some previous default or matter of the same or like nature) and it shall thereupon be lawful for C&R Lewis to regain possession of the said Equipment and for this purpose to enter into or upon any premises where the same may be and the determination of the hiring under the clause shall not affect the rights of C&R Lewis to recover from Customer any monies due to C&R Lewis under this Agreement for damages or breach thereof.