



#### TRADE ACCOUNT TERMS AND CONDITIONS

IF WASTE IS CONSIDERED HAZARDOUS ACCORDING TO THE HAZARDOUS WASTE REGULATIONS 2005 THIS MUST BE DISCLOSED BY THE CUSTOMER AT THE TIME OF ARRANGING THE TRANSFER OF WASTE.

#### TERMS AND CONDITIONS APPLICABLE TO ALL TRANSACTIONS

- 1. The expression 'the Supplier' shall mean Brampton Skip Hire Ltd or North West Recycling Ltd as applicable.
- 2. The expression 'the Customer' shall mean those companies, firms or individuals wishing to enter an agreement for hire with the Supplier.
- 3. The expression 'the Supplier Conditions' shall mean the conditions for supply of equipment and products as detailed below.
- 4. The expression 'the Equipment' shall mean skips, bins and associated items.
- 5. The expression 'the Product' shall mean aggregates, soil and associated products.
- 6. The Customer is required to have a representative on site at all times of delivery in order to sign the delivery note and be responsible for complying with the conditions of hire. Where the representative is not available the Supplier reserves the right to cancel the delivery and charge the Customer for a wasted journey.
- 7. The Customer agrees to provide safe and clear access to the site/area where any Product or Equipment is due to be delivered, exchanged or collected. If the Supplier is impeded from completing a delivery, exchange or removal, a wasted journey fee will be charged.
- 8. If the Customer, when ordering, specifies a delivery/exchange/collection date, the Supplier will make every effort to meet it, but the Supplier guarantees no specific delivery date and/or time.
- 9. Asbestos and other hazardous waste is only transferred under prior notification and correct forms. Any person depositing such waste in a skip will be told of the offence and the Environmental Agency will be informed. An extra charge will be imposed by the Supplier.

### SKIP / BIN HIRE - Additional Terms and Conditions

- 10. During a period of hire the Equipment shall remain in ownership of the Supplier and the Customer will not attempt to sell, offer, pledge, lend, hire or part with the Equipment or create any lien on it.
- 11. The Customer shall not move the Equipment from the place in which it has been supplied by the Supplier.
- 12. The Customer remains liable for theft or damage occurred during the hire period and is responsible for payment of any rectification work as deemed necessary by the Supplier.
- 13. The Customer will use the Equipment properly, observing any instructions from the Supplier and will keep the Equipment undamaged, free of defacement and free of fire.
- 14. If the Equipment is damaged in any way, the Customer will notify the Supplier without delay and the Supplier will arrange for the work of repair, adjustment or replacement to be carried out as quickly as possible.
- 15. The Customer will keep clearly legible the Supplier's name and any other writing or reflectors on the Equipment.
- 16. The Supplier's duty is to supply and remove the Equipment only. The Supplier will deposit the Equipment at a location requested by the Customer. Where that location is on private property, that property, and any resulting damage, is the responsibility of the Customer.

North West Recycling Ltd and Brampton Skip Hire Ltd are limited companies registered in both England and Wales. Registered numbers are 06145068 and 03887707 respectively

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- 17. The Customer shall not fill the Equipment above the top of the Equipment. Where the load exceeds this level the Supplier shall be at liberty to remove the excess before removing the Equipment, or reserves the right to impose an overload charge for the additional waste.
- 18. No repair shall be made to the Equipment without prior consent from the Supplier.
- 19. The rental period included in the hire price of the Equipment is 2 calendar months. After this period, the Supplier will apply an additional rental charge of £1+vat per item (£3 in the case of ROROs) per each additional day. To avoid said charges, a removal or exchange of the Equipment should be requested within the initial 2 month rental period.

#### GOODS - Additional Terms and Conditions

20. Ownership of the Goods which are the subject of this contract remains the property of the Supplier until payment in full is received by the Supplier.

# CONDITIONS OF ACCESS AND OPERATIONS ON NORTHWEST RECYCLING LTD AND BRAMPTON SKIP HIRE LTD, PROPERTY – Additional Terms and Conditions

- 21. All persons on site must comply with the site Rules and Emergency procedures as displayed around the site.
- 22. The company does not accept any liability for any loss, damage or other liability whatsoever whether arising directly or indirectly out of the operation or the site, including delay, detention, loss or damage to property, loss of materials, loss of profit and loss of time.
- 23. The Customer shall not interfere with any other waste on site.

## **REFUND & CANCELLATION POLICY**

- 24. If an order of Product or Equipment is cancelled before the delivery vehicle has been dispatched, no fee will be charged. If cancellation of Product or Equipment is made whilst the vehicle is en route, a 50% fee will be charged. Once the Product or Equipment has been delivered, cancellation is not possible and therefore a 100% fee will be charged.
- 25. Note, orders of quarried aggregate of 20 tons and above cannot be cancelled therefore a 100% fee will be due.
- 26. If an exchange of Equipment is cancelled before the vehicle has been dispatched, no fee will be charged. If cancellation is made whilst the vehicle is en route, a 50% fee will be charged. Once the exchange has taken place, cancellation is not possible therefore a 100% fee will be charged
- 27. Cancellation of a removal is possible before the vehicle has been dispatched. If the vehicle is already en route or has arrived at the Customer site, a wasted journey fee will be charged.