STANDARD TERMS AND CONDITIONS- SKIP HIRE AND WASTE DISPOSAL (amended JAN2025) **CHECK https://chmiddletonltd.co.uk/TERMS/ for up-to-date terms.**

All contracts for the hire or loan of waste disposal containers and the disposal of dry waste between **C H MIDDLETON LIMITED** (hereinafter called 'the Company' which expression shall include its successors or assigns) and any persons, company, firm, corporation, public or local authority hiring or loaning containers from the Company (hereinafter called 'the Customer' which expression includes his, hers, its or their successors, assigns or personal representatives) are subject to the following conditions which shall apply to the exclusion of any terms and conditions which the Customer may purport to incorporate.

1. The word 'skip' shall mean one or more demountable container hired by the Company to the Customer.
2. A verbal or written order together with acceptance of the skip on site whether or not a delivery note is signed by the Customer implies acceptance of these standard terms and conditions.
3. Any additional agreement/conditions made between the Company and the Customer shall incorporate these standard terms and conditions.
4. The Company shall be responsible for delivering and collecting the skip to and from site.

5.1 The skip shall be deemed to be in good working order and condition except where the Customer has notified the Company to the contrary within 24 hours of the commencement of the hire period.

5.2 The hire period shall commence when the first skip is delivered by the Company to the site and shall continue until the last skip is removed from that site. If the hiring is not for a fixed period of time the Customer shall give a minimum of 48 hours notice to the Company or such shorter notice as the Company may reasonably accept to terminate that hiring or to rehire a skip. The Company reserves the right to make an additional reasonable charge for turning out or time lost through late cancellation.

5.3 In addition to the price estimated all skips will be subject to a rental charge after a hire period of 10 days and the current rates of rent which are available at the Company offices for inspection.

5.4 The Company may also make additional reasonable charges in respect of the inaccessibility of any site and waiting time.

6.1 Skips are hired out and prices estimated or quoted on the assumption that ordinary non-hazardous waste of the type described by the Customer at the time of ordering is to be disposed of. Where a skip is to be provided for waste material it is the responsibility of the Customer to inform the Company and/or its agents or representatives of the nature of waste to be put in the skip.

6.2 No hazardous, liquid, difficult or special wastes should be put in the skip, including gas bottles, refrigeration equipment, asbestos, tyres and drums without the prior agreement of the Company in writing. Empty drums must be flattened aerosols must be punctured prior to being deposited in the skip.

6.3 The Company will only allow the deposit of hazardous waste in a skip where prior written permission of the Company has been given. The Customer must supply the Company with full details of the nature and amount of such hazardous waste to be deposited including data sheets and any analysis as applicable and must follow the written and oral directions of the Company relating to the deposit of the hazardous waste in the skip.

6.4 The nature of the waste and the hazardous waste must be detailed on the Company receipt and signed by the Customer or its agent or representative and relevant surcharges will be levied upon hazardous waste.

6.5 The Company will be entitled to refuse to deal with any material which is believed to be toxic, poisonous, inflammable or otherwise dangerous, or the handling of which may cause the Company to incur civil or criminal liability, or the disposal of which might involve the Company in additional expense or an unreasonable amount of paperwork.

7. Where the skip is to be left upon a public highway, the Customer shall inform the Company of the fact when requesting delivery of the skip and the Company shall be responsible, at the expense of the Customer for obtaining the requisite permission from the Highway Authority for the siting of the skip. Delivery will be conditional upon permission having been obtained and it shall then be the Customers responsibility to comply with the conditions set out in Section 139 of The Highways Act 1980. All skips left on the highway overnight must have lights fitted, either to be provided by the Company and charged accordingly or by the Customer as required. The Customer will indemnify the Company against the consequence of any breach of the said conditions and against any loss or injury or damage suffered by the Customer or by any third party as a result of a breach of the said conditions.

8. Wherever the skip shall be sited the Customer shall ensure that the access to the site ground and/or base for the skip is suitable and adequate to support the vehicle and/or load to be applied. The Company's driver may in his absolute discretion refuse delivery of the skip if he believes the proposed site is likely to cause damage to the skip and/or the delivery lorry or that the site is unsuitable. In the absence of any direction from the Customer as to the siting of the skip, the Company or its representatives will site the skip where they reasonably think fit. The Customer shall indemnify the Company in respect of all claims by any persons whomsoever for injury to persons or damage to or loss of property including manhole covers caused by the access ground and/or base upon which the skip is being sited being inadequate to support the load applied, whether or not the Customer directed the siting of such skip.

9. If the skip is to be sited on property which is not owned by the Customer it shall then be the Customers responsibility to obtain the permission of the owner of the property for the siting of the skip and the Customer shall indemnify the Company in respect of any claims whatsoever by the owner of the property on which the skip is sited.

10.1 The Company shall provide service in a proper / efficient manner. The Company accepts liability for death / personal injury resulting from the negligence of the Company, its employees or agents.

10.2 Notwithstanding any times or dates given for performance of the service the Company shall have the right to make such changes to the times or dates of performance of the service due to its reasonable operational requirements as may be necessary and shall where possible give the Customer reasonable notice in respect thereof.

10.3 The Company warrants that it shall in performing the service comply with all laws, requirements and regulations of any central, or local government body or authority relating to the performance of the Company's obligations.

10.4 The Company will dispose of waste in a manner, which is in accord with the statutory regulations prevailing at the time of service provided that the Company is aware of and agrees the nature of the waste.

11.1 The Customer warrants that the details relating to waste (including for the avoidance of doubt) the proportion of waste types contained on the delivery ticket are and will be true and complete.

11.2 The Customer shall fully indemnify and hold the Company harmless against any loss, costs, claims, damages, fines and expenses including legal and professional and administration costs arising directly or indirectly from any breach of these terms and conditions by the Customer.

11.3 The Customer shall also indemnify the Company in full against all liability costs claims demands and expenses in respect of all claims for death or personal injury arising as a result of any negligence of the Customer.

12. If the skip is involved in an accident resulting in injury to person or damage to property or if the skip is damaged, immediate notice must be given to the Company by the Customer and confirmed in writing to the Company's registered office and in respect of any claim not wholly within the Customers agreement for indemnity no admission offer, promise or indemnity shall be made by the Customer without the Company's consent in writing.

13. The Customer shall:

13.1 not move any skip at any time whether partly or wholly] [from the site to which it was delivered].

13.2 not overload the skip beyond the weight indicated on it or laid down by the Company. As materials vary in weight and bulk Customers should load skips accordingly. Guidance will be given on request from the Company. On no account must waste be loaded higher than the headboard of the skip or protrude over the sides. It is the Customer's responsibility to load safely and evenly and ensure rear doors are fastened correctly for transportation. If the Company has to reload or transfer overloaded skips surcharges will be made to Customer as appropriate.

13.3 only deposit in the skip the type of waste materials agreed and specified at the time of ordering the skip.

13.4 not place wet concrete in the skip or allow the same to come into contact with the sides. Customers must ensure that concrete or similar materials such as glue etc, harden off to encapsulate in such a manner so as to ensure there are no problems when tipping such material out of the skip. The Company reserves the right to charge Customer for removal of such wastes from the skip if the Customer fails to comply with this condition.

13.5 not to burn or allow to burn any material deposited in or near the skip which might cause damage.

13.6 take reasonable care of the skip whilst on hire and any repair necessary to the skip for **any damage caused by the Customer or any third party whilst on hire will be made good at the expense of the Customer** (fair wear and tear accepted).

13.7 have full responsibility for the nature and type of waste materials deposited in the skip including any fly tipping wherever the skip is sited including on a public highway.

14. The Customer shall at all reasonable times allow the Company, its agents or insurers to have access to the skip to inspect, test, adjust, repair or replace the same.

15. **APPLICABLE TO COMMERCIAL CLIENTS ONLY-** Where the skip is damaged beyond repair or stolen the company will revert to the customer for repayment in full of the cost of replacing the skip for a suitable equivalent which is in as good condition or better.

16. The Customer shall not rehire, sublet, lend, sell, mortgage, charge pledge part with possession of or otherwise deal with the skip and shall protect the same against distress execution or seizure. The Customer shall not remove or obscure the Company's name from the skip.

17. The Company's terms of payment are (for non-account Customers) that payment for the skip will be made prior to the commencement of the hire or upon delivery of the skip. Account Customers shall be invoiced on a monthly basis and payment is required within 30 days of the receipt of the invoice without exception and terms are strictly net. Payment must be made in full without any discounts other than as agreed in writing by the Company.

18. Prices are based on cost of labour, transport, equipment and maintenance ruling at the commencement of the hiring. In the event of the expense to the Company in performing the hiring contract being increased directly or indirectly by reason of an increase in any such costs, the Company reserves the right to increase its prices to meet such costs, whenever possible twenty eight days notice in writing will be given to Customers with contracts.

19. Unless otherwise stated in writing prices exclude Valued Added Tax which shall be payable in addition to the price.

20. If the Customer shall make default in punctual payments of sums due to the Company under any contract, or shall fail to perform any conditions to which a Contract with the Company is made subject to, if the Customer shall suffer any distress or executions to be levied against it or make or propose to make any arrangements with its creditors, or being a Company shall pass resolution for, or have a petition presented for the winding up of the Company (except by way of amalgamation or reconstruction), or shall have a receiver or administrator appointed or shall do or cause to be done or shall permit or suffer any act or thing whereby the Company's rights in the skip) may be prejudiced or put into jeopardy any agreement between the Company and the Customer shall terminate forthwith (without notice and not withstanding that the Company may have waived some previous detail or matter of the same like or nature) and it shall be lawful for the Company to retake possession of the skip and for that purpose to enter into or upon the premises where the same may be and the termination of the contract of hiring under this condition shall not affect the Company's right to recover from the Customer any monies due to it under the same contract or damages for breach thereof.

21. Any discounts granted by the Company shall be automatically withdrawn in the event that the Customer fails to comply with these terms and conditions.

22. Any acts or omission of the Customer shall include the acts of omission of the Customer's employees, agents, employers or principals and any person acting under the Customer's authority or at the Customer's request or with the Customer's knowledge.

23. These terms and conditions shall be construed according to the laws of England and all disputes arising between the Company and the Customer shall be submitted to arbitration in accordance with the Arbitration Act 1996 or any statutory modification thereof provided that nothing contained in this condition shall preclude any application to the high court of justice or any county court for equitable relief.

24. The Company reserves the right to charge interest on overdue accounts at a rate equal to 10% per annum above the base rate from time to time off Barclays Bank plc from the date of default to the date of payment and before as well after any judgement. Interest shall be charged at a daily rate and compounded quarterly. If a cheque is dishonoured, the Bank and our handling charges will be passed onto the Customer subject to a minimum fee of £25.00.

25. No time indulgence or relaxation on the part of the Company shown or granted in respect of any of the provisions of these terms shall in any way effect, diminish restrict or prejudice the rights or powers of the Company under these terms or operate as or be a waiver of any breach by the Customer of these terms.

- C. H. Middleton Ltd. are Members of the RHA. and carry goods under RHA Conditions of Carriage . Please see our website https://chmiddletonltd.co.uk/downloads/ **for RHA terms.**

ALL WASTES PLACED IN A SKIP WILL REMAIN THE RESPONSIBILITY OF THE CUSTOMER UNTIL VERIFIED AND ACCEPTED AT A WASTE FACILITY.

SKIP MUST NOT BE LOADED HIGHER THAN THE SIDES – **NO FIRES** – PLEASE **DO NOT USE "GREEDY BOARDS"** – FOR MORE INFO SEE www.chmiddletonltd.co.uk/skip-hire/advice

NOTES: -**NO LIQUID WASTES** TO BE PLACED IN OUR SKIPS! –**OIL CONTAMINATED WASTE** MUST BE COLLECTED SEPARATELY! –**CEMENT** MUST NOT BE ALLOWED TO STICK TO THE SKIP!

PACKAGING WASTE MUST BE RINSED/EMPTY/UNCONTAMINATED! -**FOOD WASTE** MUST BE COLLECTED SEPARATELY!

DO NOT PLACE BATTERIES / BATTERY CONTAINING ITEMS IN A SKIP!

CERTAIN DIFFICULT/DUSTY/DANGEROUS /HAZARDOUS WASTES ARE NOT ALLOWED IN OUR SKIPS **UNLESS BY PRIOR WRITTEN** ARRANGEMENT:

EXAMPLES (but not limited to): ASBESTOS, **FRIDGE/FREEZERS**, GAS BOTTLES, **MASTIC TUBES**, PLASTERBOARD, **TV'S**, TYRES, **TREATED WOOD**, UPHOLSTERED FURNITURE, **MATTRESSES** ELECTRICAL WASTES, **FLUORESCENT TUBES**, OTHER ITEMS MAY BE ADDED TO THIS LIST: PLEASE CHECK https://chmiddletonltd.co.uk/TERMS/ for up-to-date terms.

DO NOT CONTAMINATE YOUR WASTE WITH INCOMPATIBLE ITEMS - If you are unsure about an item of waste being accepted by the company or its suppliers, please contact 01302 430182.

PLEASE BE REMINDED THAT BY LAW YOU MAY NOT MIX HAZARDOUS AND NON-HAZARDOUS WASTES. **YOU MUST ADHERE TO THE WASTE HIERARCHY**, AND SEPARATE WASTES AS DICTATED BY **SIMPLER RECYCLING LEGISLATION 2025**.

PLEASE REFER TO OUR WASTE GUIDES/CONTACT OUR OFFICE FOR ADVICE. F**ind out how we use the information you provide/view our privacy policy** http://www.chmiddletonltd.co.uk/downloads