

IMPORTANT NOTES:

Prices quoted are based on the disposal of non-hazardous waste. Common hazardous waste includes (but not limited to) asbestos, plaster board, fridges/freezers, computer and electronics equipment, and fluorescent lighting tubes. Please see condition 14 below for further clarification. If you wish to dispose of hazardous waste, please call our sales team on 0871 770 4060 for a custom quotation.

Whilst the web site will accept orders for public holidays, we are unable to deliver or collect Skips on public holidays. Should you request a Skip for a public holiday, a sales representative will contact you to arrange an alternative date.

In these conditions:-

"The Provider" means Building Supplies R Us Ltd

"The Supplier" means where the context so permits the Provider or the Providers duly authorised agent or sub-contractors

"The Hirer" means the person or company requesting provision of a Skip by the Provider

"The Service" means the supply of a Skip or Skips by the Provider, its employees, servants, agents or sub-contractors for the period of hire to facilitate the removal of waste on behalf of the Hirer and the subsequent disposal of the contents of such Skip or Skips on behalf of the Hirer

"The Skip" means any Skip or Skips provided as part of the Service

"Vehicle" means the vehicle, which delivers or collects the Skip, which is provided as part of the service

"Driver" means the Driver of the vehicle.

"The Site" means the place where the Skip is deposited at the request or direction of the Hirer

"The Period of Hire" means the period from delivery of the Skip to the Hirer to collection thereof from the Hirer or such time as collection thereof ought reasonably to have been completed by the Supplier

"Working Day" shall mean Monday to Friday in any week, excluding Public Holidays

"Force Majeure" means any circumstances beyond the reasonable control of either the Provider or the Supplier (including, without limitation thereto any strike, lockout or other form of Industrial Action, technical issues with web site, software and/or hardware, accident, inclement weather, difficulties in obtaining fuel, parts or machinery, power failure or breakdown or malfunction of machinery or computers).

1. These conditions shall apply to all contracts for the supply of the Service by the Provider to the exclusion of all other terms and conditions and shall apply where the context so permits for the benefit of the Supplier and the employees, agents and sub-contractors of the Provider and the Supplier as if they had been parties hereto.
2. Any typographical, clerical or other error or omission in any sales literature, quotation or price list, acceptance of offer, invoice, web site or other document or information issued by the Provider shall be subject to correction without any liability on the part of the Provider.
3. Any reference in these Conditions to a statute or regulation or provision thereof shall be construed as a reference to that statute, regulation or provision as amended enacted or extended at the relevant time.
4. All requests for the Service shall be deemed to be an offer by the Hirer to purchase the Service pursuant to these conditions and the Service is offered subject to the availability of suitable Skips to the Provider. The Hirer agrees that they will rely wholly on their own skill and judgement in the selection of the Service and will not treat any information supplied to them by the Provider as a representation, warranty or guarantee in any manner whatsoever.
5. No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the Provider and the Hirer.
6. The Provider will use its best endeavours to comply with the Hirer's requirements but can accept no responsibility for failure to supply or remove or for any delay in supplying or removing Skips which may be caused directly or indirectly by any circumstances beyond the Provider's control or any unforeseen or abnormal conditions or by any act or neglect on the part of the Hirer and time shall not be of the essence of the Contract save as to payment by the Hirer for the Service. The provision of the Service may be wholly or partially suspended at the Provider's discretion without liability on the part of the Provider for any loss resulting from any suspension.
7.
 - a) Except, as specifically otherwise agreed in writing the Provider or Supplier shall be under no obligation to deposit the Skip elsewhere than on a highway or on a site which complies with sub-clause b).
 - b) The Hirer agrees in all cases:-
 - i) To provide and adequately maintain all necessary approach roads and sites for the purpose of delivery.
 - ii) To rely on their own skill and judgement and to satisfy themselves as to the suitability of all approach roads, tracks or ground for the purposes of delivery, siting and collection of Skips and to notify the Provider at the times of ordering the Service of any special requirements as to delivery,

- iii) Promptly on the arrival of the vehicle to accept delivery and provide any necessary directions and a suitable site.
 - iv) To ensure that an authorised person is present at the time of delivery to sign an acknowledgement of delivery and or collection of the Skip and that authority is signed on delivery or collection by such authorised person and not otherwise and the Hirer agrees that any delivery or collection note signed by a person with apparent authority to do so shall be deemed to be signed by an authorised representative of the Hirer and that where no such person is available to sign such proof of delivery or collection within 10 minutes from arrival of the Skip or the vehicle at the site the Supplier's written confirmation of delivery shall be final and binding upon the Hirer.
 - c) The Hirer shall save harmless and keep the Provider indemnified against any claim demand or penalty arising during the period of hire and which could not been made had the Provider not agreed to provide the Service including but not limited to all third parties claims for damages arising out of any accident related to any Skip or Skips the subject of this Contract.
- 8.
- i) The price for the provision of the Service shall be such sum as shall from time to time be agreed between the parties and in default of agreement shall be a quantum merit and unless otherwise agreed shall be exclusive of VAT which shall be payable by the Hirer.
 - ii) Save where the Hirer has a previously approved credit account with the Provider payment of the Provision of the Service shall be made in full by the Hirer to the Provider prior to the delivery by the Provider of any Skip or Skips.
 - iii) Where the Hirer has an approved credit account the Provider shall be entitled to invoice the Hirer at the end of each month for all the services provided hereunder prior to the date of invoice and the Hirer shall pay the price for the provision of the Service to the Provider within 30 days of the date of the Provider's invoice. The time of payment of the price shall be of the essence to the Contract.
 - iv) The Hirer agrees that in the event that the Hirer shall fail to pay the Provider's account in accordance with the terms hereof the Provider may return to the Hirer the waste or a quantity of waste, which is in the reasonable opinion of the Provider similar thereto and the Provider shall for such purpose be entitled to enter upon any premises of the Hirer or any third party from whom waste was collected for such purpose and to deposit such waste thereon.
 - v) The Provider reserves the right to grant, refuse, withdraw, restrict, alter or cancel credit terms at its discretion. Where the Service is to be supplied over a period of time each instalment thereof shall be treated as a separate contract and failure by the Provider to provide any one or more instalments of the Service in accordance with these conditions or any claim by the Hirer in respect of any one or more instalments, shall not entitle the Hirer to treat the contract as a whole as repudiated.
 - vi) If the Hirer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled:-
 - a) To cancel the contract or suspend any further deliveries to the Hirer;
 - b) To appropriate any payment made by the Hirer to such of the Services (or the Services supplied under any other contract between the Provider and the Hirer) as the Provider may think fit notwithstanding any purported appropriation by the Hirer: and
 - c) To charge the Hirer interest (both before and after any judgement) on the amount unpaid, at the rate of ten per cent per annum until payment in full is made (a part of a month being treated as a full month for these purposes).
9. The Hirer shall when so required to do by the Driver direct the Driver where to deposit or pick up the Skip.
- 10.
- a) Where the Provider or the Driver are requested or directed to deposit or pick up a Skip on or from a site which is off a Public Highway or where delivery otherwise involves the passage of the vehicle over gratings, drains, roads, pavements, forecourts, yards, asphalt areas or any like areas the Provider shall be under no liability whatsoever to the Hirer for any damage howsoever caused whilst the vehicle is off the highway other than as shall be caused by negligent driving on the part of the Driver. Without Prejudice to the generality of condition 7.
 - b) If the Provider is prevented for any reason beyond its control from delivering or collecting a Skip or Skips, the Hirer shall remain liable for payment of the Provider's charges together with such additional sums, as the Provider shall reasonably so require for the further provision of the Service.
 - c) the Hirer shall subject as above save harmless and keep the Provider indemnified against any claim or demand which could not have been made had the Driver not been so requested or directed. The Hirer will in addition compensate the Provider for any damage to the vehicle or the Skip, which would not have occurred had the Driver not been so requested or directed and which is not due to any negligence on the part of the Driver.
11. The time allowed for depositing or picking up a Skip is ten minutes. If the vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage.
12. The Hirer shall ensure that all permissions required before the Skip can lawfully be deposited on the site including the permission required under the Highways Act 1971 have been or will be obtained before they request the Provider or direct the Driver to deposit the Skip on the site and that the said permission will be kept in force during the period of hire and where necessary for up to 3 working days thereafter.
13. The Hirer shall not move the Skip from the site without the consent of the Supplier and where necessary the Highway Authority.

14. The Hirer shall ensure:-
- a) That the Hirer signs a single or multiple consignment transfer note declaring the waste type and that all waste is accurately described when completing the transfer note.
 - b) Where appropriate waste is only stored in suitable containers.
 - c) That no liquids, explosive, toxic or dangerous materials including but not limited to fibrous asbestos, solvent, minerals or greases will be placed in the Skip without the written consent of the Supplier and that the contents of the Skip when loaded conforms to the requirements of S.I. 1980/1709 or any re-enactment thereof and the local Waste Regulation Authority with regard to its suitability for disposal as general or special waste at a controlled waste disposal site.
 - d) If any waste to which the said section applies is placed in any Skip the Hirer will immediately give the notices required by the said statutory instrument and send copies of such notices to the Supplier and the Provider.
 - e) That no bonded asbestos will be placed in the Skip save where the Hirer has given to the Provider a minimum of 7 days prior notice of their intention so to do and obtained the written agreement of the provider thereto and of the charges to be made with regards thereto.
 - f) No cans, bottles or other liquid containers are placed in the Skip unless they are dry, free from liquid residues and open for inspection.
15. The Hirer shall ensure from the time that the Skip is deposited until is collected by the Supplier:-
- a) It is properly sited in accordance with any relevant permission and that all conditions thereof are observed and performed at all times.
 - b) It is properly coned where necessary during the hours of daylight and coned and lighted during the hours of darkness.
 - c) No fires are lit in and no corrosive acid or noxious substance, liquid cement or concrete placed in the Skip.
 - d) It is filled no higher than the top of its sides and in such a manner as to prevent spillage of material therefrom both whilst the container is stationary or in transit. Where Skips are located on public or third party property and waste is accumulated for any reason whatsoever in the immediate proximity of the Skip, the Provider reserves the right to supply a further Skip or Skips to contain the surplus material and to transfer the same to the Skip or Skips and to debit the Hirer with the reasonable cost of so doing.
 - e) It suffers no damage except fair wear and tear.
 - f) No danger is caused by the Skip or its contents to any third party and in particular but without limitation thereto to children.
 - g) The Hirer shall ensure that the Skip shall be kept in a secure place, and the Hirer is responsible for the replacement of the Skip should it be lost or stolen.
16. Notwithstanding the terms of Condition 15 it shall be the Hirer's duty to notify the Supplier of and the Supplier's responsibility to ensure compliance with any condition imposed by a Highway Authority relating to the marking of the Skip with reflective paint.
17. Except as specifically otherwise agreed in writing the Hirer shall fill the Skip within the period of hire and shall inform the Supplier in good time of its readiness for collection or replacement. The Hirer shall ensure that from the time when collection of the Skip is due to take place until the same is collected there is left a clear space at one end of the container of not less than thirty feet to enable the collecting vehicle access to effect the removal of the Skip. Where notice is required to terminate the hiring of the Skip the minimum notice period shall be one clear working day's notice. Ownership of the contents shall pass to the Supplier on collection unless otherwise agreed in writing.
18. The Provider may arrange the removal or repositioning of 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. The Hirer shall be responsible for the reasonable additional cost thereof on the part of the Supplier.
19. Except as specifically otherwise agreed in writing the Provider agrees to dispose of such of the contents of the Skip as shall be in accordance with the terms of this contract. The Hirer agrees that they will pay the Provider's reasonable charges of dealing with any of the contents of any Skip which do not comply with the terms of the contract.
20. Risk: The risk and all legal requirements in relation to any Skip or Skips supplied pursuant to this Contract shall pass to the Hirer upon delivery in accordance with the Hirer's request or direction and shall remain with the Hirer until the Skip is collected by the Supplier.
21. Where the Service is provided under a consumer transaction as defined by the Consumer Transactions (Restriction on Statements) Order 1976, the statutory rights of the Hirer are not affected by these conditions.
22. It is specifically provided and agreed that any compensation and/or damages payment in respect of any claim or claims arising out of or in connection with the terms of this Contract for any reason whatsoever and howsoever arising shall not amount in the aggregate to more than the cost of the provision of the Service by the Provider or that part of the Service giving rise to such claim and the Provider and any other person entitled to the benefit of this contract shall have no further liability to the Hirer. Except in respect of death or personal injury caused by the negligence of the Provider or any other person entitled to the benefit of the Contract the Provider or such party shall not be liable to the Hirer by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Contract, for any consequential loss or damage (whether for loss of profit or otherwise) cost, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Provider or any other party entitled to the benefit of this Contract, their employees or agents or

otherwise) which arise out of or in connection with the supply of the Service, except as expressly provided in these Conditions.

23. The Provider shall not be liable to the Hirer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Provider or Supplier's obligations in relation to the service, if the delay or failure was due to force majeure.
24. The Hirer agrees to accept the Service as being satisfactorily completed unless notification is received in writing within 7 days of the service.
25. Insolvency of Hirer
 - a) This clause applies if:
 - i) The Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or:-
 - ii) An encumbrancer takes possession, or a receiver is appointed, to any of the property or assets of the Hirer, or:-
 - iii) The Hirer ceases, or threatens to cease to carry on business, or:-
 - iv) The Provider reasonably apprehends that any of the events mentioned above is about to occur in relation to the Hirer and notifies the Hirer accordingly.
 - b) If this clause applies then without prejudice to any other right or remedy available to the Provider, the Provider shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Hirer, and if the services have been provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
 - c) If this clause applies then the Hirer gives an irrevocable authority to the Supplier to enter the site and remove from it (without prior notice or warning) any Skip or Skips from the Site.