

DEFINITION OF USE & GENERAL

- i. "Customer" refers to the company or person that has requested the hire of equipment from JM Waste Management.
- ii. "Equipment" refers to skips, plant or goods that have been hired / purchased through JM Waste Management
- iii. "Site" refers to where the equipment is to be deposited at the request of the customer.
- iv. "Owner/s" refers to the company or person that owns the equipment.
- v. "Vehicle" refers to the owners vehicle.
- vi. The parties to this contract are the "Hirer" and JM Waste Management, Unit 4, West Station Goods Yard, Terminus Road, Bexhill TN39 3LR

Customers warrant with respect to each skip ordered to be placed other than on Private Property:

EQUIPMENT USE

- i. That the permission of the Highway Authority has been duly obtained under section 139 Highways Act 1980 (Skip Permit obtained)
 - ii. 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 after notice given for us to remove the container.
 - iii. 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 lighted throughout the hours of darkness.
 - iv. That they will not remove the skip from the place where it is deposited without first obtaining both the written permission of the Highways Authority and JM Waste Management.
 - v. 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.
 - vi. Unless specifically otherwise agreed in writing customers shall themselves provide three marker cones plus yellow lights on the skip during the hours of darkness as required by the Highways Act 1980 if the same is placed on the Public Highway (including grass verges and footpaths and pavements) or anywhere else where damage to property or injury to third parties is reasonably foreseeable.
 - vii. The customer warrants:
 - a: that the Waste Material to be placed in the containers falls within the "prescribed Cases" under Section 3 of the Control Pollution Act 1974 (hereinafter referred to as the "1974 Act") and Regulation 4 of the control of pollution (Licensing Of Waste Disposal) Regulation 1976 (hereinafter referred to as "the 1976 regulations" and any subsequent regulations issued by the Secretary Of State for the Environment under the 1974 Act which are in force on the date of the removal of each loaded container, or
 - b.that the requisite license has been issued under Section 5 of the 1974 act: AND
 - c.that the waste material to be removed or disposed of in the container does not come within the definition of " Special Waste" contained in the Control of Pollution (Special Waste) regulations 1980 (for excluded materia refer to section 4, i.)
 - d.all activities undertaken are by the customer which may be subject to regulation under the duty Of Care 9 section 34) of the Environment Protection Act (1990) are fully compliant with the legislation and do not detrimentally affect the compliance of JM Waste Management with the said legislation.
 - viii. Customers requesting or ordering vehicles delivering or collection skips to leave the road shall reimburse JM Waste Management in full respect of any loss, costs, claims,damages or expenses we may thereby sustain whether it is a result of damage to the vehicle to the skip or to the property of the customer or third party including damage to the road margins and pavements.
 - ix. Customers shall reimburse JM Waste Management in respect of any loss or damage to the skips whilst on hire to them from whatsoever cause the same may arise (fair wear and tear excepted)
The customer shall also fully indemnify JM Waste Management in respect of any claim for injuries to persons or property arising out of the use of the skips whilst on hire to them howsoever the same may be caused or arise,and in particular customers undertake:
 - a: NOT TO LIGHT FIRES in the skip nor 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 level of 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.
 - x. Two clear working day's notice is required to terminate the hiring of the Skip.Customers undertake to fill the skip within the period of the license granted under the Highways Act and to give JM Waste Management such notice of its readiness for collection.
 - xi. In event of the Highway Authority or the Police exercising their powers to, or cause us to, light ,move or remove the skip within the period of hire the customer is responsible for all costs thereby incurred.
 - xii. The hire cost includes 5 days hire (including day of delivery) unless otherwise agreed. JM Waste Management reserve the right to charge for any extra days and / or collect the skip once the 5 days is up.We are not required to give prior notification of our intention to remove the skip once the 5 days has expired.
- i. JM Waste Management 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. The 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, the hirer will 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.
 - iii. The Hirer agrees that, in the event that the hirer fails to pay the hire charge in full, the owner may return the waste or a quantity of waste which in the opinion of the owner is similar thereto and the owner shall for such purpose be entitled to enter upon any premises of the hirer or any third party from whom the waste was collected for such purpose and to deposit such waste thereon.

CONSEQUENTIAL LOSS