



## Terms & Conditions

Waste King Limited & Waste King Skip Hire Limited

Waste King Limited & Waste King Skip Hire Limited Terms of Trading & Hire of Plant, Skip or Container Hire

### 1. Definitions

In the following Conditions of Waste King Limited & Waste King Skip Hire Limited is referred to as “the Company” and the person to whom this quotation is made is referred to as “the Customer”.

### 2. Amendments to Conditions

Unless otherwise agreed by the Company, in writing, these terms and conditions shall apply to all orders or contracts placed with the Company. Any stipulations or conditions in a Customer’s order form which would conflict with any of these terms and conditions, or in any way qualify or negative the same shall be deemed to be inapplicable to any order placed with the Company unless expressly agreed to by the Company in writing when acknowledging the order in question.

### 3. Quotations and Orders

This quotation is open for acceptance by the Customer within 30 days from the date hereof (unless previously cancelled by the Company) and if it has not been accepted within this time, then this quotation shall automatically lapse unless it has been extended in writing by the Company. All orders are accepted subject to the necessary labour materials and transport being available when required at the depot stated in the quotation and offers for delivery from stock are made subject to the goods still being available at the time the contract is concluded. If for any reason whatsoever material is not available, or not available in sufficient quantities the Company does not undertake to deliver at the same price from a more distant depot, nor shall it be liable for any loss sustained by the Customer due to its inability to supply material as quoted. If for any reason whatsoever the Company is obliged to close down or reduce the output of a depot, from which it was intended that supplies would be made available, it does not accept responsibility to supply from any other depot owned by it or from any other source at its original quoted price. Whenever possible it will in such circumstances re-quote to supply similar material which may be available at another of its depots in the area.

### 4. Prices





(i) All prices quoted are exclusive of Value Added Tax. These prices are based on cost (including but without being limited to duty, tax and transport) prevailing at the date of quotation and are subject to alteration without notice. Prices charged will be those current at the date of delivery of each load of material.

(ii) Unless otherwise stated, prices quoted relate to the supply of materials from the Company's normal stock. Any special type of material required by the Customer and not within the above will be the subject to an extra charge.

(iii) The price stated on this quotation has been based on the full quantity of goods specified on the enquiry and this quotation is only open for acceptance by the Customer in respect of the said quantity of goods. If the Customer shall require a lesser or greater amount of the goods then the Company shall re-quote on the basis of the revised quantity.

#### 5. Payments & Interest

Terms are strictly 30 days from invoice date unless otherwise stated and are then subject to the Customer having an approved account with the Company. Unless agreed otherwise, in writing, payment shall be made within 30 days from invoice date. In default of such payment (without prejudice to any other remedy):-

(i) The Company may withhold further deliveries both in respect of the Contract or a series of contracts to which the default relates and in respect of any other contract for the delivery of goods to the Customer, and

(ii) Payment in respect of all goods delivered by the Company to the Customer shall forthwith become due and payable.

(iii) The Company further reserves the right to charge and the Customer shall be deemed to have agreed to pay interest on the amount overdue from the date of default to the date of payment at the rate of 8% above The Bank of England's base rate.

#### 6. Delivery

(i) All times quoted for delivery are estimated times only. They are not to be taken and are not intended to be agreed times, periods or dates imposing any obligations on the Company to deliver within or by such times, periods or dates.

(ii) Where delivery is to be made to the Customer's site, the Customer shall provide and clearly indicate to the delivery driver a route from the public highway to the site which is safe and reasonable and provides adequate turning space at the point of delivery. The driver may refuse delivery if, in his opinion, the route or the point of unloading is unsafe or likely to cause damage to





the delivery vehicle. The Customer shall indemnify the Company (both or itself and as agents for any haulage contractor operating the vehicle) against any damage caused to any such vehicle and against all claims, costs and damage incurred by the Company by reason of a default to the Customer under this condition.

(iii) The Customer shall unload the said vehicle expeditiously and shall provide all labour for doing so. The Customer shall be responsible for any demurrage or waiting time caused by any delay in unloading.

(iv) The Company accepts no responsibility for any damage caused by its vehicles to any part of the Customer's site or anything there on.

(v) The Customer warrants to the Company that in pursuance of the requirements of the Health & Safety Act Works etc., Act 1974 the Customer will provide safe working conditions with the site premises consistent with the Act and will ensure that the Company's personnel are not exposed to any risks to their health or safety.

(vi) The Customer hereby agrees to indemnify the Company against any liability, loss, damage, expense or proceedings arising out of any claims by any employee of the Company or any of its Contractors pursuant to the above Act or any statutory modifications in respect of any incident or occurrence at the point at or on the road or access to which delivery is made.

(vii) Delivery will be made during the Company's normal working hours. All materials delivered or made available at the Customer's request on Bank Holidays, Sundays and Saturday afternoon and outside the Company's normal working hours will be subject to an extra charge.

(viii) The price quoted does not include London's Congestion Charges and the cost will be invoiced to the customer on a separate invoice.

## 7. Collected Materials

Where prices are quoted ex-depot the materials will be loaded into the Customer's vehicle at a suitable loading point at the depot as directed by the Depot Manager or Loading Supervisor. Where practicable, notice should be given of the date and time when the Customer's vehicle will collect the materials. The Customer's vehicle will be loaded with the utmost dispatch but the Company shall not in the event be liable for any delay in delivery of materials into the Customer's vehicle or any loss consequent thereon. Customers will be responsible for the condition and safety of the vehicles in which they collect materials whether owned or hired and the Company shall not be liable in any way for loss or contamination of material resulting from the condition of such vehicles.

## 8. Samples





All samples submitted by the Company are from current production at the time of submission of such samples. Due to the variation in the seams/strata in supplying quarries the material eventually supplied in bulk may not conform to the original sample but the Company will supply material to conform to the relevant British Standard Specification, if suitable.

#### 9. Shortage, Loss & Damage

- (i) Notice of any claim relating to shortage shall be made as soon as possible to the Company confirmed in writing within 48 hours on receipt of the goods.
- (ii) The Company will not be liable for any loss or theft of plant, skip or contains.

#### 10. Cancellations and Returns

- (i) An order accepted by the Company may be cancelled only with the written agreement of the Company and where such written agreement is obtained the Company will specify the amount of the cancellation charge (if any) that the Company will require.
- (ii) Should loads or part loads have to be returned to the Company the transport costs to and from the site and other incidental costs will be payable as an extra by the Customer.

#### 11. Liability of the Company

- (i) The Company's liability hereunder in respect of any shortage or damage shall be limited to the proportion of the price attributable to the goods. In no event shall the Company, its servants or agents be liable (otherwise than as provided under these terms of sale) for any injury or damage (including consequential damage) loss of profits, economic loss or expenses of any kind whatsoever caused in connection with goods supplied by the Company (other than death or personal injury due to the negligence of the Company).
- (ii) The Company's liability in respect of any defective goods or services supplied or provided by it shall be limited to the free replacement by the Company of such goods or services.

#### 12. Force Majeure

The Company will not be liable for any loss, damage or expenses incurred and the Customer shall not be entitled to terminate the contract in the event of:-

- (i) Act of God, war hostilities (whether war is declared or not)
- (ii) Riots, civil commotion, invasion, military or usurped power





(iii) Any Act of Parliament statutory instrument and any Bye Law or Regulations of any Local Authority or any statutory undertaking which comes into effect after the date of this quotation. (iv) Any strikes or lock-outs or industrial action (official or otherwise)

(v) Any breakdown of Plant, Skip or Container or equipment used in production or delivery

(vi) Any shortage of labour or Plant, Skip or Container and equipment

(vii) Any cause or circumstances beyond the control of the Company, it's subsidiaries or Suppliers including theft of any plant, skip or containers.

### 13. Customers Credit, Liquidation or Bankruptcy

(i) The Company reserves the right at any time to refuse to execute an order or contract if the arrangements for payment or the Customer's credit are not satisfactory to it.

(ii) In the case of non-payment of the account when due or in the case of death, incapacity, bankruptcy or insolvency of the Customer or when the Customer is a limited company, in the case of liquidation or the appointment of a receiver, then the purchase price of all materials invoiced and/or supplied by the Company to the Customer to date shall immediately become due and payable from the Customer to it, and in addition the Company shall have the right to cancel every contract made with the Customer or to continue or to suspend the supply of materials at its option without prejudice to its right to recover any loss sustained.

### 14. Disputes

In the event of any disputes arising concerning the quality of any of the material supplied, a representative sample shall be drawn in the manner prescribed by the British Standards Specification in presence of the Company or its authorised representatives and referred for examination to some recognised testing expert to be mutually agreed upon or failing agreement to be nominated by the President of the Institute of Civil Engineers. The report of such expert shall be binding on all parties. The expert's fee shall be paid by the Company if the material fails to comply with the British Standard Specification and in all other cases by the Customer.

### 15. Sub-Contracting

If this quotation relates to the provisions by the Company of a service (as opposed merely to the supply of goods) as a sub-contractor to a main contract placed with the Government, any Government Department, Local Authority, Nationalised Industry or any other Body whatsoever whose contract shall contain the Governments Contracts Counter Inflation Conditions then the Customer warrants to the Company that it and any other sub-contractor will comply with their Conditions and further agrees to fully indemnify the Company should either itself or any other sub-





contractor be in breach thereof. The Customer shall not be entitled to assign the Contract or any part of it without the Company's prior written consent. The Company may assign the Contract or any part of it to any person, firm or Company.

## 16. Miscellaneous

(i) In the case of orders given by the Customer verbally, whether by telephone or otherwise, the record made by the Company of such orders shall be conclusive and binding.

(ii) The Company acts only as a supplier of materials to the order of the Customer and knowledge of the purpose for which the materials are intended to be used does not imply any warranty on the part of the Company as to the quality or fitness for that purpose of the materials supplied.

(ii) In addition to the condition of sale as set out, this quotation is also subject to the conditions which appear on the face of this quotation and if there is any inconsistency between such conditions and the conditions appearing above then the conditions on the face will apply. All conditions, whether printed on the face or the reverse hereof will be applicable.

(iv) All rights that would otherwise arise pursuant to the Contract (Rights of Third Parties) Act 1999 are excluded except where expressly stated in relation to a specific clause or where a person is a permitted successor or assignee to the rights of a party to this Contract.

## 17. General

(i) The ownership of the goods shall remain with the Company, which reserve the right to dispose of the goods until payment in full for all the goods has been received by it in accordance with the terms of this contract or until such time as true Customer sells the material to its customer by way of bona-fide sale at full market value. If such payment is overdue in whole or in part the Company may (without prejudice to any of its rights) recover or resell the goods or any of it and may enter upon the Customer's premises by its servants or agents for that purpose. Such payments shall become due immediately upon the commencement of any act or proceeding in which the Customer's solvency is involved. If any of the goods are incorporated in or used as material for other goods before such payment the property in the whole of such goods shall be and remain with the Company until such payment has been made, or the other goods shall have been sold as aforesaid, and all the Company's rights hereunder in the material shall extend to those other goods.

(ii) Until the Company is paid in full for all the products the relationship of the Customer to the Company shall be fiduciary in respect of the products or other goods in which they are incorporated or used and if the same are sold by the Customer the Company shall have the right to trace the proceeds thereof according to the principles in "Re Mallet's Estate (1880)" 13ChD696, (1874-80) All





ER Rep 793). A like right for the Company shall apply where the Customer uses the products in any way so as to be entitled to payment from a third party.

(iii) Upon delivery the goods shall be at the risk of the Customers.

(iv) The invalidity, in whole or in part, of any terms of this agreement does not affect the validity of the remainder of the agreement.

(v) Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

## 19. Governing Law

These conditions and any contract to which they apply shall be governed and construed by the laws of England.

Waste King Plant, Skip or Container , Skip or Container Hire Terms and Conditions

## 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings:

“Conditions” means these terms and conditions of hire;

“Contract” means a contract for the hire of Plant, Skip or Container made by or on behalf of the Hirer with the Supplier and pursuant to these Conditions;

“Delivery” means when the Plant, Skip or Container , Skip or Container is unloaded by the Supplier at the Site, or any other place designated in the Order for delivery of the Plant, Skip or Container ;

“Hirer” means Waste King Limited

“Month” means any of the Hirer’s financial months;

“Order” means an order in writing on the Hirer’s official order form or other instruction in writing for the Plant, Skip or Container , Skip or Container issued by the Hirer to the Supplier together with all documents referred to therein and specifying an Order Number;

“Order Number” means the Order Number included on the Order;







” Plant, Skip or Container , Skip or Container ” means all machinery, equipment, skips and containers as set out in the Order to be provided to the Hirer by the Supplier or used by the Supplier in carrying out the Contract or as are reasonably incidental thereto;

“Site” means the land or premises specified in the Order provided by the Hirer on, over or through which the Plant, Skip or Container is to be operated;

“Supplier” means the person named in the Order.

“Working Day” means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory holiday.

1.2 In these Conditions (unless the context otherwise requires):

1.2.1 construction of these Conditions shall ignore the headings (all of which are for reference only);

1.2.2 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;

1.2.3 words importing persons shall include firms, companies and bodies corporate and vice versa;

1.2.4 words importing the singular shall include the plural and vice versa;

1.2.5 words importing any one gender shall include either other gender; and

1.2.6 any reference to any legislative provision shall be deemed to include any subsequent re enactment or amending provision.

## 2. APPLICATION

These Conditions shall govern and be incorporated into every Contract, and shall prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any correspondence or documentation submitted by the Supplier or elsewhere or implied by custom, practice or course of dealing.

## 3. SUPPLIER’S PROPER PERFORMANCE OF THE CONTRACT

3.1 The Supplier shall perform the Contract:

3.1.1 in accordance with, and to the standards specified, in the Order; and

3.1.2 to the reasonable satisfaction of the Hirer; and







3.1.3 so as to meet any criteria for performance specified in the Order or guaranteed by the Supplier.

3.2 If no such standards and/or criteria have been expressly specified or guaranteed then without prejudice to clause 3.1, the Supplier shall perform the Contract to the standard and so as to meet the criteria that are indicated by, or may reasonably be inferred from, the Contract taking into account any relevant circumstances known to the Supplier at the time the Contract was made. 3.3 Time shall be of the essence in the performance of the Contract.

#### 4. HIRE PERIOD

Except as specifically otherwise agreed in writing the hirer shall fill the skip within the period of hire which is 1 week (7 days) – If the hire exceeds this period, rental charges may be incurred. The hirer 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 to terminate the hiring of the skip the minimum notice period shall be one clear working days notice. Ownership of the contents shall pass to the supplier on collection unless agreed in writing.

#### 5. OWNERSHIP OF PLANT, SKIP OR CONTAINER

Title to the Plant, Skip or Container shall at all times remain vested in the Supplier or a third party where the Supplier has himself hired the Plant, Skip or Container . The Supplier may affix its plate or mark to any piece of Plant, Skip or Container indicating that it is the Supplier’s property and the Hirer shall not remove, deface or cover up the plate or mark.

#### 6. PRICE

6.1 The price for each of the individual items of Plant, Skip or Container to be paid by the Hirer to the Supplier shall be as specified in the Order and shall include all costs, both direct and indirect, of supplying the Plant, Skip or Container , to the Hirer (“Contract Price”).

6.2 If the Hirer enters into a Contract on a “price to be agreed” basis by reference to a schedule of rates, the Supplier will obtain the Hirer’s confirmation of the price to be paid before invoicing the Hirer for the Plant, Skip or Container .

#### 7. ACCESS TO SITE AND USE OF FACILITIES

7.1 The Supplier shall have access (but not exclusive access) only to such parts of the Site as are reasonably necessary for the purpose of carrying out the Contract and to such other parts as the Hirer may from time to time authorise. The Supplier shall be responsible for ensuring that no other





part of the Site is entered and that use is made only of such roads, routes and facilities and at such times as the Hirer may from time to time authorise.

## 8. DELIVERY IN GOOD ORDER AND MAINTENANCE OF PLANT, SKIP OR CONTAINER

8.1 The Supplier shall give reasonable notice to the Hirer of the time and date of Delivery of all Plant, Skip or Container . Delivery shall be made at a place, time and date stated in the Order unless otherwise agreed in writing by the Hirer.

8.2 The Supplier shall be responsible for the Delivery, unloading, and where appropriate installation and dismantling, and reloading of the Plant, Skip or Container at the Site.

8.3 A delivery note quoting the Order number and the Supplier's name and quantity and description of the Plant, Skip or Container must accompany each delivery of Plant, Skip or Container and it must be displayed prominently. It is the Supplier's sole responsibility to ensure the delivery note is signed by an authorised signatory of the Hirer.

8.4 The Supplier shall on completion of the Contract remove all Plant, Skip or Container and leave the Site in a clean and tidy condition.

8.5 The Supplier shall cause regular and appropriate inspection and maintenance of the Plant, Skip or Container to be carried out by competent persons and shall observe all statutory requirements relating thereto. No hire charges shall be payable in respect of the duration of such inspection or maintenance. Acceptable substitute Plant, Skip or Container shall be made available to the Hirer by the Supplier for any period during which the Plant, Skip or Container is unavailable for use by the Hirer.

8.6 The Supplier shall at his own expense keep the Plant, Skip or Container in good and substantial repair and suitable for use at all times and provide all lubricants (unless otherwise agreed in the Contract or in writing between the parties).

## 9. FAILURE TO DELIVER

In the event of the Supplier failing to deliver the Plant, Skip or Container or any part thereof in accordance with the Order, the Hirer may obtain substitute Plant, Skip or Container from any other source and the Supplier shall reimburse any additional costs, expenses and or losses thereby incurred by the Hirer.

## 10. BREAKDOWN





10.1 If the Plant, Skip or Container at any time is unsafe or unsatisfactory, the Hirer shall immediately notify the Supplier and shall forthwith confirm such notification in writing to the Supplier.

10.2 The Supplier shall immediately remedy any unsafe or unsatisfactory operation of the Plant, Skip or Container or shall forthwith provide acceptable substitute Plant, Skip or Container . 10.3 If the Supplier fails to act as aforesaid within a period of one Working Day, the Hirer may hire from any other source substitute Plant, Skip or Container for such period as may be reasonable.

10.4 No hire charges shall be payable in respect of the duration of any period during which the Plant, Skip or Container is unsafe or unsatisfactory.

10.5 Where the Hirer hires substitute Plant, Skip or Container pursuant to clause 10.3 the Supplier shall reimburse the Hirer any costs or expenses and or losses thereby incurred by the Hirer with due allowance being made for the hire charges that would have been payable under the Contract but for such unsafe or unsatisfactory operation.

## 11. WITHDRAWAL

11.1 The Supplier shall remove the Plant, Skip or Container concerned from the Site within two Working Days (or such other period as may be agreed) of any failure to remedy under clause 10 or on the provision of substitute Plant, Skip or Container or on termination of the contract, whichever is the earliest.

11.2 If the Supplier shall fail to remove such Plant, Skip or Container as aforesaid the Hirer shall at the Supplier's expense and risk remove and dispose of the Plant, Skip or Container in such manner as the Hirer sees fit and/or to charge storage thereof.

## 12. PAYMENT OF HIRE CHARGES

12.1 The Supplier shall not be entitled to any payment in respect of any Plant, Skip or Container for any period during which either the item or items of Plant, Skip or Container shall fail to meet the Contract requirements or use of the item or items of Plant, Skip or Container is prevented by the non availability of any other item of Plant, Skip or Container to be provided by the Supplier in conjunction with which use is contemplated by the Hirer and of which notice is given to the Supplier.

12.2 The Hirer will pay only for the Plant, Skip or Container specified in the Order.

12.3 The Supplier will ensure that the Hirer receives the invoice relating to the Plant, Skip or Container on hire in any Month within two Working Days of the end of the Month in question, and such invoice shall give a breakdown of cost for each individual item of Plant, Skip or Container on hire.





12.4 If the Plant, Skip or Container has been accepted by the Hirer in accordance with the Contract, the Hirer shall make all payments due to the Supplier under such Contract within 65 days after the last day of the month in which the Hirer receives the relevant invoice.

12.5 The Hirer reserves the right to delay payment (but without forfeiting any discount) if the Supplier fails to:

12.5.1 comply with any of the provisions of this clause 12;

12.5.2 send a separate delivery advice note signed by an authorised representative of the Hirer;

12.5.3 mark the Order number clearly on all advice notes, invoices and other relevant correspondence.

12.6 If the Hirer fails to pay any amount properly due and payable by it under a Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2 per cent per annum above the base rate for the time being of Bank of England's base rate accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Hirer disputes in good faith.

12.7 The Hirer may offset any amount owing to it from the Supplier against any amount owed to the Supplier by the Hirer.

12.8 If the Plant, Skip or Container is damaged by the Hirer or the Hirer wishes to order additional Plant, Skip or Container for a particular Site the Hirer will raise a new Order Number in respect of any applicable charges.

### 13. LIABILITY FOR DAMAGE TO PROPERTY AND INJURY TO PERSONS

13.1 The Hirer shall not be liable to the Supplier for any loss, theft or damage to the Plant, Skip or Container, other property or injury to persons which may be caused save to the extent that such loss, damage or injury is caused by the negligence of the Hirer, its servants or agents.

13.2 The Supplier shall indemnify the Hirer against all losses, liabilities, claims, costs and expenses that may result from loss, theft or damage to any property (including that of the Hirer which for the avoidance of doubt shall include any Plant, Skip or Container ) or injury to or death of any person (including any employee of the Hirer) that may arise out of or in connection with the execution of the Contract other than loss, damage, injury or death resulting directly from the act or omission of the Hirer.

13.3 Nothing in this Agreement shall operate to exclude or restrict the Hirer's liability for:

13.3.1 death or personal injury resulting from negligence; or





13.3.2 fraud or deceit.

13.4 The Supplier shall insure in his own name against all those risks the subject of the Supplier's indemnity in clause 13 with insurers and on terms approved by the Hirer. The Supplier shall maintain that insurance in full force and effect until the Contract has been completed. Whenever the Hirer requests, the Supplier shall show the Hirer the insurance policy or policies together with satisfactory evidence of payment of premiums.

13.5 The Supplier shall also be responsible for maintaining adequate insurance over the Plant, Skip or Container at all times during the Contract unless otherwise agreed in writing by the Hirer.

#### 14. STATUTORY PAYMENTS

The Supplier shall be responsible for collection, deduction (where appropriate) and payment to the responsible authority of all statutory payments (including National Insurance contributions and any Training Levy) in respect of all persons employed by or taken on or directed by the Supplier or by his sub contractors in connection with the execution of the Contract. The Supplier shall indemnify the Hirer against all actions, claims, demands, costs, charges and expenses related to such statutory payments and suffered or incurred by the Hirer.

#### 15. TERMINATION

15.1 The Hirer may cancel the whole or any part of a Contract at any time by written notice to the Supplier if:

15.1.1 the Supplier breaches any obligation under a Contract;

15.1.2 the Supplier is acquired by or merges with any third party;

15.1.3 a meeting is convened, a petition presented, an order made, an effective resolution passed, or notice is given for the Supplier's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or

15.1.4 an application is made for, or any meeting of the Supplier's directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed; or

15.1.5 an incumbrancer takes possession, or a receiver or manager or administrative receiver is appointed, of the whole or any part of the Supplier's assets; or

15.1.6 the Supplier ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or





15.1.7 a proposal is made for a composition in satisfaction of the Supplier's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of part I of the Insolvency Act 1986.

15.2 Where part of a Contract is terminated under Clause 15.1 the Contract shall continue in respect of the remaining Plant, Skip or Container .

## 16. VARIATION

No variation or alteration of any of the provisions of these Conditions or the Contract shall be effective unless it is in writing and signed by or on behalf of each party.

## 17. SAFETY

The Supplier shall at all times comply with the Hirer's health and safety policies and site guidance and adopt safe working practices and at the proper time supply and install within the original hire charges such guards and safety devices and supply all persons employed by him in the performance on the Contract with such safety clothing as may be necessary to comply with the provisions of all health and safety legislation (including the Health and Safety at Work Act 1974 and any orders and regulations made under this act).

## 18. ASSIGNMENT

18.1 The Supplier may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, a Contract without the prior written consent of the Hirer (which consent shall not be unreasonably withheld or delayed).

18.2 The Supplier may not subcontract the performance of the whole or any part of a Contract without the prior written consent of the Hirer. Where the Hirer consents to the Supplier sub-contracting, the Supplier shall only sub-contract to relevant and qualified sub-contractors and the Supplier shall remain responsible for the acts and omissions of such sub-contractors as if they were acts or omissions of the Supplier.

## 19. NOTICES

19.1 Any notice given by one party to the other in connection with a Contract must be in writing and may be delivered personally or by pre paid first class post and in the case of post will be deemed to have been given two working days after the date of posting. Notices shall be delivered or sent to the last known addresses of the parties or to any other address notified in writing by one party to the other for the purpose of receiving notices in connection with a Contract. Each party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed.





## 20. SEVERANCE

20.1 If any of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Conditions which shall remain in full force and effect.

20.2 If any of these Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

## 21. THIRD PARTIES

A person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## 22. GENERAL

22.1 The rights and remedies provide by any Contract may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by the Company shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of a Contract or of a default under a Contract shall not constitute a waiver of any other or default and shall not affect the other terms of such Contract.

22.2 No variation or alteration of any of the provisions of a Contract or these Conditions shall be effective unless it is in writing and signed by or on behalf of each party.

22.3 For the purposes of this Contract any act, direction or requirement of any associated company of the Hirer in connection with the delivery of the Plant, Skip or Container shall be considered in relation to the Contract as an act, direction or requirement.

22.4 Any clause which expressly or by implication is intended to have effect after termination or expiry of the contract shall continue in full force and effect after termination or expiry.

22.5 Nothing in this Contract is intended to, or shall be deemed to constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind the other party in any way.

22.6 Failure by the Hirer to enforce any of the terms of this Contract will not be construed as a waiver of its rights hereunder.







22.7 In the event of any conflict between these terms and conditions and any other conditions then these terms and conditions will prevail to the exclusion of all others.

### 23. GOVERNING LAW AND JURISDICTION

23.1 The Contract and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.

23.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with the Contract or these Conditions or the legal relationships established by or in connection with the Contract.

### WEBSITE TERMS & CONDITIONS

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this website.

The term '[business name]' or 'us' or 'we' refers to the owner or licensed user of the website whose registered office is [address]. Our company registration number is [company registration number and place of registration]. The term 'you' refers to the user or viewer of our website.

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