



## CONDITIONS OF HIRE

- 1.1 "The Company" means Newgen Recycling Limited.
- 1.2 "The Customer" means the name and address as shown on the Hire Agreement overleaf.
- 1.3 "The Container" means the skip, or other material container listed in the Hire Agreement overleaf and "Containers" applies where there are more than one Container.
- 1.4 "The Hire Agreement" means the form of hire agreement overleaf.
- 1.5 "The Material" means the material for which the Container is to be used and the general description of which is shown on the Hire Agreement.
2. The Container shall at all times remain the property of The Company.
3. It is a fundamental term of the hiring that The Material shall conform with the description given in the Hire Agreement.
4. The Customer shall ensure that no Special Waste as defined by the Control of Pollution Act (Special Waste) Regulations 2012 are to be placed in the Container. It is up to The Customer to ensure that he/she is aware of what constitutes Special Waste.
5. The Customer shall be responsible for the siting of Containers and shall be solely responsible for obtaining any necessary permits and for the adequate lighting of Containers during the hours of darkness in accordance with all laws, regulations or bye-laws.
6. Customers must ensure adequate conditions for the level and safe loading and unloading of Containers and The Company shall be entitled to decline to deliver or collect Containers where such conditions do not exist AND The Customer shall be responsible for all permissions and conditions required in connection with the placing of any of the Containers whether on or off the public highway.
7. If The Customer directs a vehicle delivering or collecting The Container to leave the public highway, he/she shall fully indemnify The Company in respect of any loss, costs, actions, claims, damages or expenses which The Company may incur or with which The Company may be threatened. Whether as a result of personal injury or as a result of damage to a vehicle itself or the property of The Customer or third parties.
8. The information given in relation to the description of The Material, and all other information of the Hire Agreement which has been supplied by The Customer has been relied on by The Company in entering the Hire Agreement.
9. The Customer shall indemnify and keep indemnified The Company against all cross actions. Loss, demands, claims, expenses or other liability which The Company incurs, or which is threatened against The Company, as a result of the hiring of The Container. Except where such is due to the wilful act or negligent omission of The Company or its employees.
10. The Customer shall ensure that no fires are lit or allowed to burn inside The Containers and The Company reserves the right to make an additional charge against The Customer in the event of any such fires occurring.
11. The price given for the hiring in the Hire Agreement is exclusive of Value Added Tax or any similar tax.
12. The Hire Agreement is for the period indicated only, and shall be capable of being renewed for a maximum of 12 months without further notice by either party (except where clause 13 below applies)
13. Any price increase or other proposed changes in terms or conditions of hire shall be notified by The Company to The Customer in writing but shall not take effect until the period of 14 days from the date of receipt of such notice and The Customer may terminate the Hire Agreement upon no less than 14 days written notice at any time with the 30 days immediately following the date of The Company's notice of such increases.
14. It shall be The Customer's responsibility to ensure that The Material placed in The Container remains in the Container and that it will not escape or cause damage or injury by virtue of its being placed by The Customer.
15. The Company warrants that it will carry out the collection, transport and disposal of The Material in accordance with its obligations under the Environmental Protection Act 1990 and that it is a Registered Waste Carrier, under registration CBDU308109.
16. The Customer shall not cause nor permit any overloading of, damage to, or removal of The Container, and shall not allow anybody else to deposit any materials in The Container.
17. The Company shall deliver and collect The Container only within its normal operating hours and shall collect and provide replacement container upon no less than 24 hours oral or written notice.
18. All notices to be given by The Company to The Customer shall be deemed to have been received on the third day following posting or if sooner upon proof of receipt.
19. The Customer shall reimburse The Company for any loss of damage to The Container(s)