

SkipsAndBins.com Ltd.

CONTRACT GENERAL TERMS AND CONDITIONS OF TRADING



0326.1

1. DEFINITION AND INTERPRETATION

For the purpose of any Contract except where expressly stated to the contrary, the following words shall have the following meanings:

“Company” means SkipsAndBins.com Ltd. and any trading style it adopts;

“Consumer” means an individual who is procuring Services from the Company wholly or mainly outside that individual’s trade, business, craft or profession;

“Consumer Prices Index” means the Consumer Prices Index (CPI) (all items) (United Kingdom);

“Contract” means the form of agreement entered into between the Company and the Customer incorporating these terms and conditions of trading;

“Contract Price” means all sum(s) to be paid by the Customer to the Company under any Contract;

“Customer” means the person(s) firm or company named in any Contract and includes the customer’s legal personal representatives, successors and permitted assignees;

“DCWTN” has the meaning set out in Clause 4(F);

“Equipment” means equipment and any other items supplied by the Company to the Customer as stated in any Contract;

“Licence Charge” has the meaning set out in Clause 17(B);

“Minimum Notice Period” has the meaning set out in Clause 4(B);

“Monthly Charge” has the meaning set out in Clause 4(M);

“Order” means an order for the Company’s services;

“Order Confirmation” means confirmation from the Company that it has accepted an Order;

“Service Commencement Date” means, unless agreed otherwise in writing, either:

1. in respect of a Customer who is a Consumer, the first date that is 4 weeks from the date of the Order Confirmation; or

2. in respect of a Customer who is a Trader, the Company may elect in its absolute discretion for either:

2.1. the termination date of any existing waste management contract the Customer has with an existing supplier provided that:

2.1.(i) the Customer has within 12 weeks from the date of the Order Confirmation notified the Company in writing of said termination date; or

2.1.(ii) in default of such notification, the first date that is 12 weeks from the date of the Order Confirmation;

2.2. the first anniversary of the date of the Order Confirmation.

“Services” means the services described in any Contract including but not limited to the provision by the Company of all necessary resources as agreed in writing, such as personal goods, material, plant and Equipment or as may be subsequently varied during the contract period;

“Site” means the place(s) where the Services are to be performed;

“Skip” means the storage containers for the Waste which are collected by the Company;

“Suspension Period” has the meaning set out in Clause 4(D);

“Table” is the Table set out below setting out the contractual charges (subject to amendment) referred to these contract terms and conditions;

	Contract Clause	Charge Type	Reason for Charge	Amount of Charge exclusive of VAT
1.	Clause 4 (F)	Administration Charge	Suspension of Services and/or non payment of account	£30
2.	Clause 4 (M)	Early Termination	Absence of and/or lack of contractual notice given customer	43% of “Monthly Charge” x 12 months
3.	Clause 5 (C)	Recovery of each bin	For the collection and cleansing of each bin	£50 for each bin
4.	Clause 6 (B)	Administration Charge	Unpaid or cancelled direct debit	£30 for each direct debit
5.	Clause 7 (D)	Return waste collection charge	Failure to present waste for collection	Not less than £50 per visit
6.	Clause 7(F) (iii)	Administration Charge	Response to closed and/or repeated Complaints	£50 for each and every email or other communication received
7.	Clause 17(B)	Licence Charge	Breach of clause 17 (A)	£5,000
8.	Clause 12(B)	Excess Weight charge	Excess weight for each bin	21 pence per kilogram
9.	Clause 19(J)	Administration Charge	Copy documentation	£30 for each document

“Trader” means a person who is procuring Services from the Company for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf;

“VAT” For the avoidance of doubt all payments and charges referred to under these terms and conditions payable by the Customer, unless specified as including VAT, will attract the applicable rate of VAT and be payable by the Customer;

“Waste” means all waste collected by the Company as detailed in any Contract;

“Wheeled Unit” or “Wheeled Bin” means the storage containers for the Waste which are collected by the Company;

“Working Days” means Monday to Friday excluding bank holidays.

2. CONSUMERS

(A) The Company provides services to businesses and to consumers. In the United Kingdom the laws that apply to businesses are often different to those that apply to consumers. This means that the Customer will have different rights under the Contract in relation to certain matters depending on whether the Customer is a business or a Consumer. For the avoidance of doubt, the Customer is only a Consumer if the Customer:

(i) is an individual; and

(ii) is procuring Services from the Company wholly or mainly outside that individual’s trade, business, craft or profession.

3. ASSIGNMENT AND SUB-CONTRACTING

(A) In the event of any sale and/or transfer, howsoever, of the Customer’s business to a third party to which the Customers contract relates, the third party, in the absence of having declined in writing within 3 working days of any such sale/transfer to it of the services provided under the Customer’s contract(s) and having continued to receive and pay for the services to the Company, shall be deemed to have entered into one year contract with the Company from the date of any sale or transfer (the

Service Commencement Date) subject to these terms and conditions. This clause does not waive any rights and remedies that the Company may against the Customer up to the date of any transfer to the Third Party pursuant to this clause for all and any claims for any breach or breaches of contract by the Customer, including but not limited to failure to give proper notice of termination pursuant to these terms and conditions.

(B) The Company may assign, sub-contract or otherwise transfer any Contract in whole or part in or any benefit or interest to any party which where possible will be notified in writing in advance.

(C) Where a Customer enters into an agreement with a third-party waste provider, e.g. a waste broker, it is understood that, even if the Company agrees to work with said party on the provision of waste services, a novation of the existing Contract has not occurred in any circumstances unless specifically agreed in writing by the Company.

4. COMMENCEMENT AND TERMINATION

(A) Any Contract is binding on the parties from the date of the Order Confirmation, and shall continue unless terminated in accordance with this Clause 4.

(B) At any time after the earliest date that is 3 months after the date of the first invoice issued by the Company to the Customer either party may terminate a Contract by giving the other party 12 months written notice to terminate ("Minimum Notice Period") by completing the online cancellation form at www.skipsandbins.com/contract/are-you-sure-you-want-to-cancel/ for each valid contract/subscription. The Company may from time to time offer to Customers promotional offers which may alter the "Minimum Notice" period and in that instance, it is the promotional offer terms that shall apply. The completion of the on-line cancellation form will only be valid if the Minimum Notice Period has been given and the Customer is not in breach of these terms and conditions whether notified or not of any breaches by the Company. If the Customer should fail to give the Minimum Notice Period then the customer will be liable for early termination charges as set out in Clause 4 (M) Once the online cancellation form has been completed it may only be withdrawn with the written agreement of the Company.

(C) If the Customer is a Consumer and changes their mind about the Services, the Customer has 14 days after the date of the Order Confirmation to change their mind and cancel the Contract. However, once the Company has completed the Services the Customer cannot change their mind, even if the 14 day period is still running. If the Customer cancels after the Company has started the Services, the Customer must pay the Company for the Services provided up until the time it notifies the Company that they have changed their mind. For the avoidance of doubt, this Clause 4(C) does not apply to Customers who are Traders, and said Customers can only terminate a Contract by giving notice in accordance with Clause 4(B).

(D) The Company reserves the right to automatically increase any Notice Period by a period equal to any period during which the Services are suspended ("Suspension Period") including suspensions to Services as a result of non-payment of invoices, or the absence of complete documentation (such as a Duty of Care Waste Transfer Notes and/or Direct Debit Instruction), or the sum total of multiple Suspension Periods, where such have been permitted by the Company, over any Contract period.

(E) The Company may by notice in writing to the Customer terminate the whole or any part of any Contract with immediate effect if the Customer:

(i) has been given written notice of material or persistent breach stating the period during which such breach is to be rectified and the Customer has failed, in the Company's opinion, to satisfactorily remedy such breach within the stated period. Failure to pay any sums due in accordance with Clause 6 is a material breach of the terms of any Contract which is not capable of remedy; or

(ii) becomes bankrupt or insolvent or has entered into liquidation or into any arrangement with its creditors or takes or suffers any similar actions in consequence of a debt; has any restraint, execution or other process levied or enforced on any of its property, or ceases or threatens to cease to trade.

(F) Without prejudice to its termination rights, the Company shall be entitled to suspend with immediate effect, any performance or obligation due to occur, following service of notice, specifying any breach of any Contract including non-payment of account, and/or possession of a valid Duty of Care Waste Transfer Note ("DCWTN"), until either the breach is remedied or any Contract terminates, whichever occurs first. The Customer acknowledges and accepts that failure to pay outstanding balances due does not release the Customer from their obligations as set out under any Contract. Should the Company suspend any Services for any breach or for non-payment of account then an administration charge as at paragraph 1 of the Table will be incurred and payable by the Customer. On resumption of service to the Customer, the Company will not be responsible for the disposal of any excess waste which has accumulated during the period of service suspension.

(G) Clause 4 (F) shall extend to all and any current contracts entered

into between the Company and the Customer insofar as it provides the Company with the right to suspend with immediate effect, any performance or obligation due to occur under all contracts where the Customer has failed to remedy any breaches set out in a notice served under clause 4 (F).

(H) If the Customer receives a Paper copy of Duty of Care Waste Transfer Note, this must be signed and returned to Skips and Bins.com LTD head office, in order to process any cancellation request. Or, completed online at: <https://www.skipsandbins.com/upload-annual-duty-care-waste-transfer-note/>

(I) The Customer may terminate an Agreement by giving the Company 7 days' written notice to terminate if the Customer is a Consumer and:

(i) the Company exercises its right to increase the Contract Price pursuant to Clause 5(B) below, and the resulting increase exceeds the percentage increase in the Consumer Prices Index during the previous year; or

(ii) the Company exercises its right to vary the terms and conditions of trading pursuant to Clause 19(H) below and the Customer does not agree to the variation. For the avoidance of doubt, this Clause 4(H) does not apply to Customers who are Traders, and said Customers can only terminate a Contract by giving notice in accordance with Clause 4(B).

(J) The Customer acknowledges that it is their responsibility to manage any desired service changes suspensions, cancellations and/or downgrades using the Company's e-commerce Website: www.SkipsAndBins.com.

(K) Please note failure to render payment for invoices relating to the Services performed, within the credit terms demanded by and agreed under any Contract (Clause 6), will constitute a material breach of contract and will not to be a legitimate cause for complaint, especially relating to the suspension of Services as a consequence of such a breach

(L) Subject to Clause 4(C), if the Customer or the Company terminates the Contract the Customer will not be entitled to a refund

(M) If the Customer purports to terminate or cancel the Contract other than in accordance with Clause 4(B), Clause 4(C) or Clause 4(H), or if the Company terminates the Contract pursuant to Clause 4(E), then without prejudice to the Company's other rights and remedies the Customer shall pay by way of liquidated damages to the Company a sum of money equivalent to the percentage set out in paragraph 2 of the Table, specifically 43 per cent of the Monthly Charge multiplied by twelve. The Customer and the Company both agree that this represents a genuine pre-estimate of the loss of gross profit incurred by the Company as a result of any such termination. For the purposes of this Clause 4(L) "Monthly Charge" means the greater of: (A) the most recent monthly charge; (B) the average monthly charge paid under the Contract; (C) or the Customer's monthly charge presented by the Customer to the Company prior to accepting any promotional offer.

(N) The Company may terminate a Contract by giving the Customer 3 months' written notice to terminate if:

(i) in order to perform the Services the Company is required to subcontract the obligation to collect the Customer's waste to a third party; and

(ii) in the Company's opinion said subcontracting is no longer reasonably practicable or cost effective.

5. CONTRACT PRICE

(A) Any Contract Price is set out in the original Order Confirmation. Where, for whatever reason there is not a price set out on any Order Confirmation, then the Customer accepts that the Contract unit price will be that which is detailed on their invoice unless disputed within 3 days of the date of that invoice.

(B) The Company reserves the right to review and increase any Contract Price as follows:

(i) the Company reserves the right to subsequently increase the Contract Price and change the Contract Price structure of any item, including the addition of any item to the Services whereby notice will be given to the Customer at the earliest reasonable opportunity after such change is affected by way of the Company's invoice: or

(ii) to conform with any applicable safety, environmental, operational needs or other statutory or regulatory requirements or changes in the law which has an impact on the cost of performance of the Services or requires for conformity any amendment to the provision and cost of performance of the Services, and any such increase will take effect from the date on which any change is effected and made aware to you.

(C) The Company reserves the right at the outset or during the Contract term to charge and recover from the Customer the sum set out in paragraph 3 of the Table, per bin delivered and supplied, to cover the collection and cleansing of each bin at the end of the contract term, howsoever arising.

(D) Should the Customer not be able to receive delivery of a Skip through no fault of the Company, for whatever reason, the Customer will not be entitled to any refund either in part, or in entirety.

(E) After a 6 month period of sustained high fuel prices, the company reserves the absolute right to levy a temporary fuel surcharge reflective of the increased cost of fuel used per service visit. Any such invoice will be for a maximum of 6 months in arrears, to cover historic cost of fuel and a maximum of 6 month in advance, to cover short term future costs of fuel.

6. PAYMENT

(A) Unless otherwise specified in writing the payment of any Contract Price shall be made by Direct Debit in accordance with the Direct Debit payment date detailed on the Company's relevant invoice.

(B) The company reserves the right to charge the customer the sum set out in paragraph 4 of the Table as an administration for any cancelled or unpaid direct debits. BACS payments will only be accepted for payment of arrears or following termination pursuant to clause 4 (B) for sums payable under clause 4(M).

(C) The Company reserves the right to pass outstanding accounts to an outside credit referencing agency and pass on all associated charges, which will be payable by the Customer.

(D) The Customer shall unless otherwise specified in any Contract make payments in pounds sterling.

(E) The Customer shall pay such interest; compensation and costs as recoverable under the Late Payment of Commercial Debts (Interest) Act 1998 as amended for all and any outstanding invoices unless waived in writing by the Company.

7. SERVICE SCHEDULE

(A) The Company reserves the right to change the service days to meet operational requirements and/or public holidays, or issues of force majeure, which, where possible, will be notified to the Customer in advance.

(B) The Customer should make their waste available for collection at all times and without restriction, e.g. by time/location/ obstruction.

(C) If the Company cannot perform the Services on the scheduled day, it will perform the Services on the next available date.

(D) If the Customer does not have waste ready for collection, the Company reserves the right to charge the Customer for returning, where possible, at a rate which is not less than the sum set out in paragraph 5 of the Table .

(E) The Customer agrees that all of its requirements for the Services, similar services or associated services shall be performed exclusively by the Company while any Contract is in effect.

(F) Complaints

(i) Any complaint(s) regarding services under this Contract must be provided in writing to complaints@skipsandbins.com within 7 working days of any circumstances giving rise to a complaint, failing which it shall be at the discretion of the company whether complaint(s) will be responded to. The Company will on receipt of a written complaint(s) investigate, and if the complaint is warranted, respond to the Customer in writing how the issue will be rectified, or why the complaint(s) is rejected the "Outcome".

(ii) If the Customer is dissatisfied with the "Outcome" the Customer may seek a review ("the Review") in writing to a director via complaints@skipsandbins.com within 7 days of receipt of the "Outcome". A director will then respond to the Customer in writing of his/her decision, "the Review", which will be final.

(iii) The Company will not accept any further complaint(s) of matters raised under sub clauses (i) and (ii) once the "Outcome" or "Review" (if requested by the Customer) has been responded to in writing to the Customer. In the event that a Customer continues to email or otherwise communicate complaint(s) already responded by way of the Outcome and/or Review then the Company will be entitled to raise an administration charge not less than the sum set out in paragraph 6 of the Table for receipt of any email or other communication from the Customer and/or the Company's response, if any. In the event that the Customer continues to email or otherwise communicate with Company regarding such complaints then the Company will be entitled to raise further charges of a similar rate set out in Paragraph 6 for each and every such communications.

(iv) Please note failure to render payment for invoices relating to the services performed, within the credit and payment terms demanded by and agreed under any Contract, in particular Clause 6, will constitute a material breach of contract and will not be a legitimate cause for complaint under clause F(i) or (ii) (iii) above, especially relating to the suspension of Services as a consequence of such a breach.

(v) We refer you to clause 17 below regarding publicising any complaints whether warranted or not.

8. DUTY OF CARE WASTE TRANSFER NOTES

(A) By completing Orders online, the Customer confirms that the name and signature stated in the "Duty of Care Waste Transfer Note and Agreement" box when ordering, stands as its signature as a duly authorised employee/officer of a Limited Company/LLP, or alternatively, if the Customer is signing on behalf of themselves or a sole trader/partnership, that the Customer is duly authorised to enter into any such Contract.

(B) Notwithstanding the fact that household waste producers are not legally required to hold a DCWTN, in an effort to align with best practice the Company shall issue a DCWTN to said producers in any event through the electronic Order Confirmation. The Company will not collect (transfer) waste without a valid DCWTN.

(C) A DCWTN is a legislatively required document, as per Section 34 of the Environmental Protection Act 1990, that the Customer, if a commercial waste producer, must complete to permit the transfer of the Customer's commercial waste. The Company cannot and will not collect (transfer) waste without a valid certificate.

(D) The Company will generate the DCWTN for the Customer as part of the initial Order process and in the case of ongoing Services, every subsequent Order. The Order Confirmation will also serve as the Customer's invoice and DCWTN covering the stated period and services stated therein.

(E) As the Order Confirmation/monthly invoice the Customer receives incorporates the relevant DCWTN provisions, then by agreeing to the Company's terms and conditions the Customer authorises the Company to use the Customer's signature on any initial agreement/order when submitting further Order Confirmations and DCWTNs to the Customer each month, as confirmation of the Customer's signature evidence on the DCWTN as to the nature of the identified controlled waste the Customer is asking the Company to remove, transfer and dispose of, in accordance with the Company's terms and conditions.

(F) At any time the Customer may advise the Company in writing of a change of authorised signatory or withdrawal of consent to use that electronic signature on the DCWTN. If the Customer removes consent or alters the authorised signatory's details, then the Company will require an Order to be entered into and signed by an authorised signatory.

(G) The Customer is obliged to immediately advise the Company of any changes in relation to the nature of the waste the Company has been asked to remove, transfer and dispose of, and when doing so the Customer must comply with all applicable legal and regulatory requirements.

(H) Copies of DCWTNs must be retained by the Customer for a period of at least 2 years from the last collection date stated on the document. The Company will assist, by endeavouring to hold historical documents for a period of at least 2.5 years.

(I) If the Customer receives a Paper copy of Duty of Care Waste Transfer Note, this must be signed and returned to Skips and Bins.com LTD head office, in order to process any cancellation request. Or, completed online at: <https://www.skipsandbins.com/upload-annual-duty-care-waste-transfer-note/>

9. ADDITIONAL SERVICE

(A) Subject to the payment of the relevant additional charges, the Company may at its discretion perform additional services to those specified in any Contract upon these terms and conditions at the Customer's request.

(B) Any "Site Clearance" requests, will be quoted for upon presentation of such requests.

10. THE EQUIPMENT

(A) Title to and property in the Equipment shall remain with the Company at all times.

(B) Notwithstanding the above, the Customer shall be responsible for any loss or damage to the Equipment, or caused by, the Equipment, whilst in the Customer's care, custody or control or upon delivery to the Site. No replacement Equipment will be provided until payment has been made in full for lost/damaged container(s).

(C) The Equipment made available to the Customer shall be identified in the Customer records and clearly marked as the property of the Company and the Customer shall protect and hold all Equipment free from all liens and other encumbrances.

(D) The Company will not be responsible for any damage caused to property and vehicles belonging to 3rd parties or otherwise, and the interior décor and fittings at the Site by reason of the installation or use of the Equipment. Further, whilst the Company's operatives will endeavour to apply the brakes to the Wheeled Units where applicable, the responsibility for ensuring that the wheel brakes remain applied lies with the Customer. Expressly, the Company will accept no responsibility for damage caused

by acts of God including wind driven loose bins, or that caused by irresponsible handling by the Customer or their staff and/or members of the public.

(E) Upon termination of any contract, the customer shall return the Equipment in good conditions, fair wear and tear excepted, and empty of all waste.

11. INTELLECTUAL PROPERTY

(A) Any intellectual property rights which arise out of the provision of the Services shall vest in the Company.

12. ACCEPTABLE WASTE

(A) All waste contained within the Wheeled Unit shall comply with the description detailed in the DCWTN.

(B) Unless otherwise stated and agreed in writing or on your Online Subscription Products, all Wheeled Units should not exceed the maximum weights stated in each service upon collection, and all lids must be closed.

Bin Size	Waste Stream	Weight Allowance KG
1100	General Waste	60 / 80 / 100 As Applicable
1100	Dry Mixed Recycling	40
660	General Waste	45
660	Dry Mixed Recycling	25
360	General Waste	35
360	Dry Mixed Recycling	20
360	Glass	80
240	General Waste	25
240	Dry Mixed Recycling	15
240	Glass	70
240	Food	70

Any excess waste will be charged to the Customer at a rate referred to in paragraph 8 of the Table.

(C) The Customer is responsible for any waste placed in the Wheeled Unit or receptacle at all times as per their "cradle to grave" responsibilities towards waste. The Company can accept no responsibility for waste, or the storage of waste, prior to collection.

(D) The Customer shall not place any item in Company Equipment that is not specified within the Customer Contract and DCWTN.

(E) The Customer acknowledges that Wheeled Bins collected must have their lids closed in a flat position, and that this "flat lid position" physically comprises the volume aspect of the service procured save for those food waste bins marked with a "fill line".

(F) In the event that Wheeled Bins are filled beyond the position in which the Wheeled Bin lid is capable of being flatly closed in accordance with Clause 12(E) above or in excess of a "fill Line", then the Customer accepts that the Company reserves the right to raise a supplementary charge, equal to a secondary collection of the original Wheeled Bin whose limit has been exceeded.

(G) In the event that any Wheeled Bin's weight limit has been exceeded in breach of Clause 12(B) then the Customer agrees and accepts that the company may, without prejudice to the right to raise a weight excess charge pursuant to Clause 12 (B) for each occasion of excess weight, place an additional Wheeled Bin alternatively, add an additional service for any existing Wheeled Bin(s) (which shall be deemed to be an additional service pursuant to Clause 9(A)) and that the Company will raise a supplementary charge, equal to the charge for Wheeled Bin under the contract for its service and arrange for its collection on the same or an alternative day for collection to be notified to the Customer.

(H) Any waste/waste bags left around Wheeled Units will not be collected, unless organised by prior arrangement with the Company, and should such a build-up of waste restrict the Company's access to the collection of any Wheeled Unit(s), then the Customer accepts responsibility for any resulting service failure.

13. SERVICE PROOF

(A) Both parties agree it is not practical to issue work tickets as evidence of performance of the Services or obtain signatures for Services performed and therefore the Customer accepts that the records kept by the Company of Services provided will be adequate proof of provision of the Services.

(B) The Customer acknowledges and accepts that all evidence and records compiled and stored by the Company relating to the Services (including but not limited to specific weights of any Waste collected) are the property of the Company and the Company reserves the right to make such information available to third parties.

(C) The Customer's invoice will act as the service record.

14. SAFETY, INDEMNITY AND LIABILITY

The Customer must ensure that there will be a suitable and safe means of access (including roadways and paths) so as to ensure that the

collection of Waste takes place without risks to persons or property and that the Wheeled Unit is placed within 4 metres of the Company vehicle collection point and placed on a flat, even surface. The Customer shall, if required, obtain all necessary consents pursuant to Section 47 of the Environment Protection Act 1990 from the relevant authority for the placing of the Wheeled Units on the public highway whether permanently and/or for waste collection. The Company reserves the right to refuse to collect waste which is located in a place that it considers unsafe.

(B) The Customer shall be responsible for taking such security precautions as are necessary to ensure the prevention of theft, sleeping in the Wheeled Unit(s), vandalism or scavenging of the Waste whilst it is on the Site or fly tipping of waste in the Wheeled Units.

(C) The Customer shall bear all risks involved in connection with siting or loading and use all such Equipment only for the purposes described in any Contract, as well as damage caused to property and vehicles belonging to 3rd parties or otherwise, and the interior décor and fittings at the Site by reason of the installation or use of the Equipment. Further whilst the Company's operatives will endeavour to apply the brakes to the Wheeled Units where applicable, the responsibility for ensuring that the wheel brakes remain applied lies with the Customer. Expressly, the Company will accept no responsibility for damage caused by acts of God including wind driven loose bins, or that caused by irresponsible handling by the Customer or their staff and/or members of the public.

(D) The Customer shall be wholly responsible for the safety of all persons (including the employees and agents of the Company) entering the Site for the purposes of any Contract.

(E) The Customer shall indemnify the Company against all losses, claims, costs damages and expenses arising as a result of the breach of contract, negligence, or act or omission (including any failure to comply with Section 47 of the Environment Protection Act 1990) by the Customer, its agents, residents, patients or employees.

(F) Clauses 14(G) to (J) set out the entire liability of the Company (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Customer in respect of any breach of its obligations under any Contract and any representation, statement or tortious act or omission, including negligence, arising under or in connection with any Contract. The Customer acknowledges that Clauses 14(G) to (J) are reasonable and reflected in the Contract Price which would be higher without those provisions, and the Customer will accept such risk and/or insure accordingly.

(G) The Company does not exclude its liability (if any) to the Customer for personal injury or death resulting from the Company's negligence; for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or for fraud.

(H) Subject to Clause 14(G), the total liability which the Company shall owe to the Customer and in respect of all claims in any calendar year shall not exceed the total price payable for the Services in that calendar year.

(I) Subject to Clause 14(G) the Company will be under no liability to the Customer for any indirect or consequential loss including, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss, howsoever caused arising out of or in connection with the performance of the Services.

(J) Subject as expressly provided in these terms and conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

15. INSURANCE

(A) The Customer shall take out and maintain in force or procure the taking out and maintenance of insurance cover with a reputable insurer for the sum of £5 million per occurrence in respect of employer's liability and public liability to cover both injury and loss to third parties and damage to property and any other insurance required by law in respect of claims relating to occurrences during the period in which any Contract is in effect.

16. LAWS, REGULATIONS AND BYLAWS

(A) The Customer shall at all times observe and comply with all statutes and regulations together with any byelaws and regulations of local authorities applicable to the Services.

17. PUBLICITY

(A) The Customer shall obtain written approval from the Company prior to taking photographs or making publicity releases or announcements including via any form of social media, regarding either any Contract or the activities of the Customer relating to its participation in any Contract. Any approval will be by way of a grant of licence under the perpetual control of the Company.

(B) Should the Customer breach Clause 17(A), the Company reserves the right to charge the Customer the sum set out in paragraph 7 of the Table for either a breach of any licence or acting in absence of the grant

of any such required license, also known as the "Licence Charge".

(C) The Company may from time to time invite the Customer to provide feedback in respect of the Services. Where the Customer provides such feedback it gives the Company a royalty-free, transferable, irrevocable and perpetual right to use, reproduce, distribute and publish such feedback, including without limitation online via social media and other platforms. For the avoidance of doubt, by providing feedback the Customer also permits the Company to use, reproduce, distribute and publish the Customer's name alongside such feedback.

18. FORCE MAJEURE

(A) The Company shall not be liable to the Customer or be deemed to be in breach of any Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Services if the delay or failure was due to any cause beyond the Company's reasonable control including without limitation, acts of God, inclement weather, fire or accident, civil disturbance, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party), difficulties in obtaining labour, fuel, parts or machinery or failure or breakdown in machinery.

19. GENERAL

(A) The Customer warrants and accepts that it has correctly identified itself as a Commercial Waste Producer or a Householder/Consumer.

(B) Where a Commercial Waste Producer/Trader, the Customer warrants and accepts that it enters into this Contract for the purposes of its business and not as a Consumer.

(C) The delay in or failure to enforce any of the terms of any Contract by either party shall not be construed as a waiver of any of that party's rights.

(D) The Company may give notices electronically, or in writing, to either the e-mail address or physical address of the Customer initially provided, or to any subsequently notified address. A notice sent by e-mail shall be deemed to have been served as per the date and time stamp of that email; a notice sent by post, shall be deemed to have been served four days after posting. Alternatively, the Company reserves the right to make notices by way of its website, www.SkipsAndBins.com, e-mail and its automated telephone service. The Customer must give notices in writing to the Company via e-mail, save for any cancellation notice which must be given by completing the online cancellation form in accordance with Clause 4(B) above. All notices are not deemed received by the Company until the Customer receives an acknowledgement receipt from the Company.

(E) Any Contract comprises the entire agreement between the parties, and the parties agree that they have not been induced to enter into any Contract on the basis of any representation. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in any Contract, and no amendment to any Contract shall be binding on either party unless agreed by the Company in writing and save for the provisions of clause 19 (H).

(F) The laws of England shall govern any Contract and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

(G) The parties do not intend that any Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

(H) The Customer acknowledges and accepts that the Company can vary the terms and conditions of trading at any time, and that these terms and conditions are freely available at: <https://www.SkipsAndBins.com/contract>.

(I) The Contract will be subject to the terms and conditions in force at the time that the Customer orders services from the Company. The Customer acknowledges that the Company may update or vary the applicable terms and conditions of trading, by:

(i) updating the terms and conditions available at <https://www.SkipsAndBins.com>; and

(ii) issuing invoices that comprise a copy of its terms and conditions on the reverse, attached, or along with those invoices (no matter how so delivered; by post, electronically, or otherwise).

(J) A charge of not less than the sum referred to in paragraph 9 of the Table will be applicable to any request for the company to issue replacement documents, including but not limited to Contracts, Duty of Care Waste Transfer Notes and/or Invoices.

Any such updated terms and conditions shall apply to the Services rendered under that invoice and any future Services, unless otherwise subsequently superseded by the Company. The Customer further and expressly acknowledges that the act of making payment, or any part payment, of such invoices by the Customer, explicitly confirms their unequivocal acceptance of those terms and conditions.

SkipsAndBins.com Ltd. – SKIP HIRE TERMS AND CONDITIONS OF TRADING

All General Terms and Conditions apply to skip services where applicable.

In the unlikely event that any conflict should arise between any of the Skip Hire Terms and Conditions and any of the Company's General Terms and Conditions, then it will be the General Terms and Conditions which will take precedence, unless confirmed otherwise, in writing, by the Company.

GENERAL

In these conditions:

"Owner" means SkipsAndBins.com Ltd.

"Hirer" means the person or company as identified by the Hirer in the Billing Address box of the Order, using the services of the Owner in respect to the hire of skips and disposal of contents or sale of materials. "Vehicle" means the vehicle which is delivering or collecting the skip which is the subject of the contract.

"Driver" means the driver of the Vehicle.

"Order" means the online order completed by the Hirer.

"Site" means the place where the skip is deposited on the direction of the Hirer at the point of delivery.

These conditions apply to all skip hire contracts with the Owner. The booking, instruction to deliver or use of the skip (including the placing of any object in the skip) by the Hirer or anyone acting on their behalf, whichever is earliest, indicates acceptance of these conditions. The Owner may without prior notice collect the skip at any time should any of these conditions be breached.

The Hirer's attention is drawn to:

1. the limitation of liability below and in conditions 2, 3 and 5.
2. the responsibility of the Hirer in condition 1.

A signature is not required upon any documentation as proof of delivery or collection of skips or goods; however, these terms and conditions still apply.

These conditions and those displayed when completing an Order, may not be altered or varied unless authorised in writing by the Owner.

The Owner will use its reasonable endeavours to comply with the Hirer's requirements.

The Owner will not be liable in any way for any delay or failure to perform its obligations, or any loss, damage or delay incurred by the Hirer resulting from circumstances beyond the Owner's reasonable control which will include, without limitation, labour disturbance, accident, failure of services, breakdown of plant or machinery, fire or flood, acts of God, unforeseen or abnormal conditions or by any act or neglect on the part of the Hirer.

SKIP HIRE

1. It is the Hirers responsibility to ensure that the correct information is provided in the Delivery and Billing box of the Order, in particular, contact telephone numbers; email addresses and/or addresses. Incorrect information will prevent the delivery of a skip and result in wasted charges being incurred or additional charges for any redelivery by the Hirer.

2. Drivers are instructed not to drive over footpaths, drives, grass verges or other soft or landscaped ground and not to lift skips over walls/fences or other barriers or obstructions nor to place skips onto raised embankments. Should the Hirer request the Driver to do so and damage is caused (other than death or personal injury due to the negligence of the Owner) the Owner will not be liable and should damage be caused to the Owner's Vehicle the Hirer will be responsible. The Hirer is advised to protect paving slabs, manhole covers and other protective or superficial covers as boards are not provided by the Owner. Vehicles have access criteria as follows: entrance at least 3.10 m wide, 3.90 m high; an access and Site surface capable of withstanding 18.00 tonnes; and a safe and adequate turning/manoeuvring/working area. Should the access criteria be less than above, the Hirer shall be responsible for any damage caused. The Hirer undertakes to direct the Driver where to deposit the skip, the Driver being for the purpose of such deposit the agent of the Hirer.

3. Except as specifically otherwise agreed in writing the Owner shall be under no obligation to deposit the skip anywhere other than on a highway. The Hirer shall keep the Owner indemnified against any claim, demand or penalty arising out of the presence of the skip (except for personal injury or death due to the negligence of the Owner).

4. The Hirer shall direct the Driver where to deposit or pick up the skip.

5. Where the Driver is directed to deposit or pick up the skip on or from a Site which is off a highway the Owner shall be under no liability whatsoever to the Hirer for any damage caused whilst the Vehicle is off the highway other than such as might have been caused by negligence on the part of the Driver. Without prejudice to paragraph 2 above, the Hirer shall keep the Owner indemnified against any claim or demand which could not have been made had the Driver not been so directed. The Hirer will compensate the Owner for any damage to the Vehicle or the skip which would not have occurred had the Driver not been so directed and which is not due to any negligent driving on the part of the Driver.

6. The Hirer shall ensure that all permissions required before skips can lawfully be deposited on the Site, including the permission required under the Highways Act 1980, have been or will be obtained before he directs the Driver to deposit the skip. The Owner can organise permits on behalf of the Hirer (at least 24hrs prior notice required) from the relevant authority at an additional cost to the Hirer.

7. The Hirer shall not move the skip from the Site without the prior consent of the Owner. The responsibility for the skip remains with the Hirer until collected by the Owner's Vehicle. Any skips which are removed whilst in the control of the Hirer will be charged at the entire replacement value.

8. The following must not be placed in the skips: asbestos, tyres, mattresses, liquid containers/drums barrels/cartons (even if empty), liquids, liquid paint, lead acid/vehicle batteries, gas cylinders, fridges/freezers, televisions, computer monitors/fluorescent tubes, any form of special, difficult or hazardous waste. The below materials must be separately collected in a dedicated skip, which will need to be ordered separately:

- Plasterboard
- Tyres
- Mattresses

9. From the time the skip is deposited until it is picked up again by the Owner, the Hirer shall ensure that: a) **the skip is properly sited in accordance with the permission given.** b) **the skip continues to be properly lit during darkness.** The Hirer is at all times responsible for the continued safeguarding and lighting of the skip. The Hirer must at all times take all reasonable precautions to guard the skip. c) **fires are not lit in or near to the skip.** The Hirer shall reimburse the Owner for any loss or damage whatsoever or howsoever caused to the skip by fire, accident, mechanical excavators or any other cause, whilst on hire to them. d) **the skip is filled no higher than the top of its sides.** The Hirer is responsible for ensuring that at all times the skip is loaded safely and that the area around the skip is kept safe and tidy. Should the skip be found to be overloaded it is the Hirer's responsibility to correct the situation. However, the Owner reserves the right to remove any objects that it feels may jeopardize the safe transportation of the skip. Any extra costs incurred in removing, transporting or disposing of the contents of the skip will be charged to the Hirer. The Owner reserves the right to decline collection of overloaded skips. Excess charges are levied in the event of overloading as set out on our web site when placing your order. Find out more information on our weight allowances and extra charges page: <https://www.skipsandbins.com/weight-allowances/>. e) **the skip is not to be moved once placed on Site without the prior consent of the Owner.** The movement of skips on Site could result in the inability to collect the skip. The Hirer accepts responsibility for any damage or extra costs incurred due to the skip being moved.

10. Except as otherwise agreed in writing the Hirer shall fill the skip within the period of hire (as chosen at time of purchase with a maximum hire period being 28 days) and shall inform the Owner in good time of its readiness for collection/ replacement. Skips that are kept 30 days beyond the hire period will incur a rental charge of not less than £50.00 + VAT.

11. The Owner will remove or reposition the skip if required at any time to do so by a highway authority or a constable in uniform under section 140 of the Highways Act 1980.

12. The Owner has the right to request the skip to be removed at any time during the hire duration. Upon such a request, the Owner will remove the skip within 3 working days.

13. Except as specifically otherwise agreed in writing, the Owner agrees to dispose of the contents of the skip.

14. The maximum rental period is 28 days unless otherwise agreed with the Owner. It is the responsibility of the Hirer to use and fill the skip within the selected duration. Skips will be collected within 3 working days after the chosen duration has expired, whether they are ready to be collected or not. The Company reserves the right to collect a fully loaded skip before the hire period has elapsed if it is incapable of receiving any further waste.

15. Should the customer not be able to receive delivery of a skip through no fault of the Company, for whatever reason, the customer will not be entitled to any refund either in part, or in entirety.

Signed:



Print Name:

W.S. Hawthorne

Ref:

0326.1