

ONE WASTE CLEARANCE

Terms & Conditions for One Waste Clearance Limited

1. Definition of Use and General

1.1. 'Customer' refers to the company or person that has requested the hire of 'Services or Equipment' from One Waste Clearance Limited (One Waste).

1.2. 'Services and 'Equipment' refers to skips, containers, bins, caged vans, wait and loads, hired through One Waste Clearance Limited (One Waste).

1.3. 'Site' refers to where the Equipment or Services is to be deposited or carried out at the request of the Customer.

1.4. 'Owner/s' refers to the company or person that owns the Equipment.

1.5. 'Vehicle' refers to the Owners vehicle.

1.6. 'Contract' means the Contract for the hire of the service.

The parties to this Contract are the Customer and One Waste Clearance Limited.

2. Any dates or times quoted for deliveries, exchanges, wait and loads or collections are approximate only and any such times are not of the essence. One Waste shall not be liable for any delay with any deliveries, exchanges, wait and loads or collections caused by a force majeure event or if we are delayed because of a mechanical issue with a lorry or van, driver issues or traffic delays or other unforeseen events.

3. On occasions One Waste may need to substitute equipment and services with an alternative and on such occasion the customer will be advised and charged accordingly.

4 The waste material is of such nature that the regulations issued by the Secretary of State under the Deposit of Poisonous Waste Act 1972 (hereinafter called the "Act") in force on the date of the removal of each loaded container exempt the waste material being removed from the Provisions of the Act.

4.1 That the required notice has been served under the provisions of Section 3 (1) of the Act on the required, Authorities in the from required by Section 3 (2) of the Act covering the removal of each loaded container.

5 Customers warrant that with respect to each container ordered to be placed other than on private Property the permission of the Highways Authority has been duly obtained under Section 31 of the Highways Act 1971 and Customers undertake that they will ensure that all conditions subject to which the aforesaid permission is granted shall be observed at all times and in particular will cover the container and ensure it is properly lighted during the hours of darkness with 4 lights when not in use.

5.1 The company will not be liable for any penalties or other liabilities arising as a result of the failure of the customer to comply with Section 31 of the Highways Act 1971.

5.2 The company reserves the right to request supporting documentation from the customer relating to compliance with the council road permits and suspended bay authorisations.

5.3 Responsibility for maintaining validity of said permits and authorisations and of keeping the company updated remains with the customer at all times.

5.4 One Waste can organise permits and bay suspensions with the local council permitting team and this is our preferred approach.

5.5 In addition to customers undertaking to observe at all times the conditions subject to which the permission of the Highways Authority is granted as aforesaid (including in particular the provision of lamps and traffic Cones) if containers are sited anywhere else where they are likely to be a contributory cause of damage or Injury to third parties during the hours of darkness, customers provide adequate warning lights on the Containers and they shall also ensure the safe loading of material into the containers.

6 Customers requesting or ordering vehicles delivering or collecting containers to leave the public highway shall reimburse One Waste in respect of any loss, costs, claims, damages or expenses we may thereby sustain whether as a result of damage to the vehicles themselves or the property of customers or third parties but so that we remain liable in respect of any negligence on the part of ourselves or our employees.

6.1 Customers shall reimburse One Waste in respect of any loss or damage to the containers whilst on hire to them from whatsoever cause the same may arise (fair wear and tear excepted). They shall also fully indemnify us in respect of any claims for injury to persons or property arising out of the use of the containers whilst on hire to them however it was caused or arose.

6.2 Customers ordering a skip container using our vehicles off of public roads do so at their own risk. One Waste cannot accept responsibility for damage caused by our vehicles delivering, exchanging, wait and loads and collections to your site.

6.3 Customers requesting or ordering vehicles delivering, exchanging or collecting containers that leave the public highway shall reimburse One Waste in full of any loss,

costs, claims and damages we sustain whether as a result of damage to the vehicles or the property of the customers or third parties.

6.4 The Customer irrevocably and unconditionally agrees to indemnify One Waste, its employees, sub-contractors or agents in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all damages, costs, losses and expenses (including without limitation loss of profit, future revenue, reputation or goodwill and anticipated savings) whether direct or indirect made against, incurred or suffered by any of them directly or indirectly and whether wholly or in part.

7 Customers should be aware that damage could occur when vehicles are instructed to leave the public highway. The most common cause of problems are: –

7.1 It is unlikely that private driveways are constructed to take the weight of a laden Skip Lorry so there is a probability that damage could occur when the loaded skip is collected.

Access to domestic property is not normally of a width to allow easy access for a large vehicle therefore when manoeuvring some damage could occur to property (gate piers, paving, tarmac, concrete etc.)

7.2 Although our employees will take every precaution to avoid any damage, the Company will not accept any liability for any damage caused when delivering or collecting containers which are not on the public highway.

7.3 One Waste will not accept any liability for damage when asked to place a skip over a wall, fences or hedging. This includes exchanging a skip or collecting a skip that has been placed over a wall, fence or hedge.

8 Skips can be hired for a maximum period of 14 days, and can be collected after this time without notice by One Waste, however, extensions to the number of days hire are available on application by the customer and any such extension may incur an additional cost or weekly rental.

8.1 Where One Waste has tried to deliver, exchange or collect a skip including a wait and load skip but has been prevented from doing so then a wasted journey will apply (examples such as access was not available, skip was overloaded, gates were locked, cars were in the way, skip not accessible due to loads or materials in the way, or no one was on site can be a few reasons why a wasted journey would apply).

8.2 Where One Waste has been unable to collect a skip and the skip has been on site for more than 21 days (three weeks) a rental charge of £50.00 plus vat a week will apply from the 22nd day on site until such time One Waste has been able to return to pick up the skip) In the case of RORO containers then the weekly rental would apply at £100.00 plus vat per week

9 All parking fines and skip fines are the customer's responsibility.

10 Overloaded skips will not be removed from site and if a skip cannot be accessed or removed then the customer shall pay One Waste for abortive or wasted journeys at the rate charged by One Waste.

11 Overweight skips will be subject to an additional charge and a wasted journey will apply if the skip is too heavy or dangerous to lift. The customer is responsible for ensuring that the correct waste must be in keeping with the skip size.

12 Sundry items will be charged at an extra charge

13 Payment will be charged to credit card upon ordering unless the customer has an existing account in place with One Waste when this will be invoiced and paid as per the terms.

14 In the event that the Customer or Site fails to make payment for a Skip or Roro container containing their waste within the agreed payment terms, One Waste Clearance reserves the right to return the waste to the Site in the original Skip or Roro container. This action may be taken at the discretion of One Waste Clearance and without prior notice if payment is not received. The Customer shall be responsible for any costs associated with the return of the waste.

15 Containers not to be moved once deposited on site.

16 Any wasted journey with no fault of One Waste Clearance will be charged to the customer as per 8.1 above.

17 Fires within the containers are not allowed and are strictly forbidden.

18 Customers shall reimburse One Waste Clearance in respect of the theft, any losses or damages to the containers whilst on hire to them from whatsoever cause the same may arise (fair wear and tear is expected).

19 Customers are responsible for the safe loading of our containers.

20 The Duty of Care (EPA 1991) requires the customer to ensure that once the container is loaded that it secured with adequate cover.

21 Customers will ensure that at the time of a delivery, exchange or collection there is a clear space at one end of the Equipment of not less than thirty feet to give the vehicle enough access to effect exchange or collection and removal. In the event that it proves impracticable to deliver or collect Equipment because of inadequate access, the Customer shall be liable to pay the abortive delivery or collection costs incurred.

22 Warranties given by customer for equipment on hire (All Equipment)

The Customer warrants:

That the Customer will take reasonable care of the Equipment and only use it for its proper purpose in a safe and correct manner

That the Customer will take adequate and proper measures to protect the Equipment from theft, damage and /or other risks.

That the Customer will always keep the Equipment in its possession and control and will not remove the Equipment or allow the Equipment to be moved from site

That the Equipment will be returned by the Customer in good working order and condition (fair wear and tear excepted)

That the Customer will fulfil their payment obligations for the hire, including delivery, exchange, collection of any Skips or RORO'S, and any additional charges (such as excess weight or waiting time on site will be paid)

Not to place any corrosive acid, batteries or noxious substance nor liquid cement or concrete in the Equipment.

To ensure that the Equipment is not filled above the level of the sides thereof. In the event that One Waste are unable to collect the Equipment owing to overloading of the Equipment, the customer shall pay the abortive costs of collection incurred by One Waste.

All skips must be level loads when collected and no skip container shall be allowed to contain or to be filled with restricted Material which shall include but not limited to the following:

Fridges/Freezers Tyres Paint Cans (unless empty and dry) Asbestos Clinical/Medical Waste Fluorescent Tubes

Mattresses Liquids Oil Batteries Hazardous/Toxic Material Gas Cylinders Mattresses

Surcharges will apply where any of these items have been deposited without the prior permission of One Waste

23 If the Equipment is returned in a damaged, unclean and/or defective state (except where due to fair wear and tear), the Customer shall be liable to for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire and the Customer will continue to pay the hire charges until such repairs and/or cleaning have been completed.

24 That the Customer will pay to One Waste the replacement cost on a new for old basis of Equipment which is lost, stolen and/or damaged beyond economic repair while on hire

25 The Customer agrees that it shall indemnify One Waste in respect of all losses suffered.

26 One Waste will if requested call the on site contact to advise the driver is on the way, however, any such call notifying this is not guaranteed and is on a best endeavours basis.

27 GDPR and Your Data

27.1 As per the GDPR regulations that came into force on 25th May 2018 One Waste will keep your personal data secure and only store it for as long as necessary and only for the purposes of carrying out the services we provide to you. Once personal data is no longer needed we will destroy it securely.

27.2 We would like to retain your data on file for any future provision of services we may provide to you. The way we do this is to record your details and previously provided services on our database and financial software. This will allow us to contact you using the details you have previously supplied to us. In these circumstances we would only keep the minimum amount of data needed with only a limited number of individuals having access to such data.

27.3 One Waste records incoming and outgoing calls for training and monitoring purposes

Please note that you can withdraw your consent to either or both uses of your data at any time and if you wish to do so please inform us in writing via email info@onewasteclearance.co.uk or post to our registered address 62 Oakdene Drive Surbiton KT5 9NH