

Terms and Conditions of Business

1. All quotations are given on a day to day basis subject to withdrawal without notice. Quotations are given for estimating purposes only and do not constitute an offer but are an indication of current market prices.
2. We do not undertake to deliver or collect any container or other load over roads or other ground which we consider unsuitable. If a vehicle used for performing our contract with any customer delivers or collects a load to or from a place situated off a public road, or if the customer shall cause one of our vehicles to be overloaded, the customer shall be solely responsible for any accident or damage resulting in consequence and shall fully indemnify us accordingly.
3. The customer shall reimburse in respect of any loss or damage to any container or equipment supplied by us while on hire to or in use by the customer from whatever cause the same may arise (fair wear and tear excepted). The customer shall also fully indemnify us in respect of any claims for injury to persons or property arising out of the use of any container or equipment supplied by us howsoever the same may be caused or arise.
4. We reserve the right to refuse to execute any order if the arrangements for payment or the customer's credit are not satisfactory to us and to suspend or discontinue delivery of any goods or materials or the hire of any equipment to any customer whose account is overdue for payment.
5. We shall not in any circumstances be liable for any loss or damage direct or indirect caused or arising by reason of late delivery or any fault failure or defect in any vehicle container or equipment supplied by or hired from us by reason of such vehicle, container or equipment not being of the type or quality ordered or by reason of any other matter whatsoever.
6. It is to be a term of every contract entered into by us that the customer shall ensure due compliance with every Statute, Regulation, Bye-Law or other lawful requirement or instruction whether of the Government or any Local or other Authority applicable to the subject matter of the contract or to the use of any containers or other equipment supplied by us under contract.
7. We shall not accept responsibility for failure or delays in performing our contract which may be due directly or indirectly to any Act of God, or force majeure, or any war in which Her Majesty is engaged, invasion, riot, civil commotion, military or usurped power, any legislation, Government Order, Regulation or Direction, any strike or lock-out, any fire, accident, breakdown of machinery, any shortage of labour materials, equipment or spare parts, inclement weather or any adverse ground conditions or any other cause or circumstances beyond our control or any abnormal conditions arising from any of the foregoing causes.
8. The customer shall provide adequate warning lights on any container or other equipment of any kind supplied by us which is left on the public highway or in any other place where the same is likely to cause damage or injury to third parties during the hours of darkness and the customer shall also ensure the safe loading of material into any such container.
9. The customer undertakes to direct at his sole discretion the driver (whose name appears on the ticket) where to deposit the container, the said driver being for the purpose of such deposit the agent of the customer.
10. Any stipulations or conditions in a customer's order form which 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 us unless expressly agreed to by us in writing when acknowledging the order in question.
11. The owner will use his best endeavours to comply with the hirers requirements but can accept no responsibility for failure to supply or for any delay in supplying skips which may be caused directly or indirectly by any circumstances beyond the owners control or any unforeseen or abnormal conditions or any act or neglect on the part of the driver.
12. Where the driver is directed to deposit or pick up the skip on or from a site which is off the highway the owner shall be under no liability whatsoever to the hirer for any damage howsoever caused whilst the vehicle is off the highway.
13. The hirer shall not move the skip from its deposited position or from the site without the consent of the owner.