

ATLANTIC RECYCLING LIMITED TERMS AND CONDITIONS OF HIRE

Please note the restrictions on waste in clause 9.2 and if you are a business then the terms limiting our liability to you in clause 17 (Limiting our liability to business customers)

1. Information about us

Atlantic Recycling Limited hires skips. Our registered office is at Atlantic Eco Park, Newton Road, Rumney, Cardiff CF3 2EJ. You can contact us by email at hiredesk@atlanticrecycling.co.uk or by phone on 029 2036 3888. We are a company registered with number 05788239. Our VAT number is 879804170.

2. Definitions used in this contract.

2.1 For the purposes of these terms and conditions: -

“Confirmation of Order”	means the email from us to you confirming our acceptance of the order.
“Location”	means the location for the delivery of a Skip (including specific placement instructions)
“Preliminary Email”	The email from us to you setting out the terms of your order.
“Skip”	means the skip hired by you on the terms.
“Terms”	means these terms and conditions
“us” “we” “our”, “ourselves”	means ATLANTIC RECYCLING LIMITED which operates from Atlantic Eco Park, Newton Road, Rumney, Cardiff CF3 2EJ
“you” “your”	means the customer to whom the Skip is being hired as identified in the emails from us to you.

2.2 References to "in writing" in these Terms includes email.

2.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

3. Hiring a Skip

3.1 We will hire a Skip to you only on these Terms. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.2 The period of hire and other details of our services for you will be set out in the Preliminary Email and Order Confirmation we will send to you.

3.3 The contract between you and ourselves is formed of these Terms, the Preliminary Email, and the Order Confirmation.

4. Order cancellation and confirmation

Unless you require the Skip to be delivered to the Location within two Working Days (when you confirm you will not be able to cancel the order) of the order you may cancel an order by giving us one Working Days' notice in writing.

5. Quotation and contract formation

5.1 The contract between you and us for the hire of any Skip is formed when we confirm this to you ("**the Contract**"). This may be done by us; (i) over the phone by one of our sales representatives and will be confirmed in Confirmation of Order email; (ii) on-line via our website; or (iii) by us sending you the Confirmation of Order.

5.2 The binding contract between us and you will only be comprised of the Confirmation of Order and these Terms and when relevant here may also be a Preliminary Email.

5.3 Any quotation given by us will not be legally binding until we issue a Confirmation of Order. The price quoted may be varied by us until a Confirmation of Order is issued. Any variation to a quotation before the issue of a Confirmation of Order will be done by us conforming this to you in writing.

6. Payment and charges

6.1 The charges for the hire of the Skip will be confirmed by us before the contract is formed either over the phone or in the Preliminary Email or otherwise in writing.

6.2 Payment for the hire of the Skip plus VAT shall be made by you to us on or before the delivery of the Skip (except for existing account customers of ours in which event separate terms apply which will be agreed in writing between you and us).

6.3 We will send you an electronic VAT invoice within five Working Days of payment.

6.4 If you and we have agreed credit terms and you fail to make a payment by the due date, then, without limiting our remedies you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this shall accrue at the rate set under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time.

7. Location, Delivery and Access

7.1 The Location will be set out in the Confirmation of Order.

7.2 We will use our reasonable efforts to deliver the Skip by the date (and any time) set out in the Confirmation of Order.

- 7.3 If we believe the time will be changed and or we will be unable to deliver the Skip by the specified date or time, we will text or telephone you as soon as reasonable possible to inform you of this and let you have a revised date or time.
- 7.4 You shall ensure that a clear area that is easily accessible is available for the delivery of any Skip to the Location in accordance with clause 8.2.
- 7.5 If you are a business user (not a consumer) and have more than one Skip on hire at any time, the provisions of clause 18 (Multiple Skip Hires) will apply.

8. Damage to the Skip or your property

- 8.1 Except in respect of our negligence, any Skip deposited at the Location (whether this is owned or controlled by the Waste Provider or a third party), whether this be, for example, drives, forecourts, patios, grass verges or highways is done so at the risk of the Waste Provider. Accordingly, any damage caused by the Skip (in place and/or being used by you) will not be our responsibility.
- 8.2 We will rely on you to ensure there is adequate:
- (a) access to enable us to safely deliver and place the Skip at the Location. For guidance (and as an example) any access to the Location must be at least ten feet wide.
 - (b) protection for the ground where the Skip is to be placed to prevent damage to (without limit) any path, driveway, parking space, concrete base, paved area or patio (taking in to account the potential weight of the Skip when full).
- 8.3 You must follow any guidance we send to you (or that is displayed on our website) at any time about preparing for the delivery of the Skip, where and how it is located and how it may be filled.
- 8.4 If the driver delivering the Skip is directed by you or your representative in locating the Skip on the Location, we will not accept any liability for damage howsoever caused provided our driver acted reasonably.
- 8.5 Unless agreed by us in writing in advance, you must not move the Skip once it has been placed at the Location by us. If you move the Skip whilst at the Location this will be at your risk.
- 8.6 If you notice significant damage to the Skip when it is being delivered or placed at the Location, you must notify our driver. Our driver will acknowledge and record all damage on the delivery note.
- 8.7 If we collect the Skip and it has been significantly damaged (in our opinion acting reasonably) since being at the Location, then except where we are responsible for that damage we reserve the right to charge you the reasonable cost of repairing or replacing that Skip.
- 8.8 You must report any occurrence of damage or injury involving the Skip to us as soon as reasonably possible.

9. Unacceptable material and prohibited acts

9.1 You confirm you have read the information we send you (also displayed on our website) from time to time on the loading of skips and what should not be loaded in to one and the levels to which a Skip must not be exceeded as displayed on our website from time to time.

9.2 You agree NOT TO:

- (a) Place any material in the Skip contrary to the description of the waste which we have agreed to remove.
- (b) Light fires in the Skip. If you become aware of a fire in the Skip, you must take reasonable action to extinguish it.
- (c) Board up the sides of the Skip or overload the Skip above the sides.
- (d) Move the Skip unless required by the police or the Local Highway Authority and in any event, you must inform us.
- (e) Remove or interfere with any identification mark on the Skip.
- (f) Put fridges or freezers into the Skip.
- (g) Put Asbestos of any form in the Skip
- (h) Put tyres of any description in the Skip.
- (i) Put any liquid material into the Skip which is likely to escape whilst in transit.
- (j) Put any concrete in its liquid state into the Skip such that it will set and cause a hazard when the Skip is unloaded.
- (k) Put any food waste or clinical waste into the Skip.
- (l) Put any other hazardous substances including (without limiting this) paint, waste oils or any inflammable, explosive, noxious, corrosive or dangerous material or anything into the Skip which is likely to cause a nuisance to us or any other person when being collected, in transit or being disposed of.
- (m) Place plasterboard (or similar item) into the Skip without our prior written approval. We may make a reasonable additional charge before collecting such item or storing such item or disposing of such an item.

9.3 If you fail to comply with the requirements of clause 9.2 you agree that any additional costs reasonably incurred by us as a result (including for collection, storage, cleaning, chemical treatment, repair disposal or redelivery to you) will be reimbursed to us without delay on written demand.

9.4 We reserve the right to return to you any materials listed in clause 9.2 found in a Skip or that are classed by us (acting reasonably) as unacceptable in the context of this contract.

10. Highway Locations

10.1 If you require that the Skip to be placed on a highway, you must:

- (a) Inform us at least three Working Days before the Skip is to be delivered to enable any necessary Highway Permit (“**Permit**”) to be obtained by us. The cost of the Permit and any extension will be for your account, and you must pay this in advance of any extension. The Permit will normally be valid for 7, 14 or 28 days (depending on the Local Authority and as stated on the delivery ticket) at the end of which period you agree we will remove the Skip. In certain circumstances the Local Authority will only allow a Permit to be granted during daylight hours on one day. We will let you know what the conditions of the Permit are when the order is placed. If you want to extend the hire period beyond the period of the initial Permit, then you must inform us at least three Working Days prior to the expiry of the permit to enable the Permit to be extended. Extensions to Permits will be charged at the same rate as the initial Permit.
- (b) Cone-off the Skip at all times with traffic cones supplied by us and reasonably ensure the lights provided by us (and initially set up by us) at each of the offside corners of the Skip remain in place to ensure adequate visibility for highway users outside daylight hours. You will inform us as soon as possible if lights go missing.
- (c) Ensure that the relevant part of the highway is left clean, tidy and free from debris.
- (d) Ensure that no material is left overhanging the sides of the Skip.

11. Risk to others

If the Skip is not situated on a highway but it is reasonably likely to be a source of danger or possible injury to any person outside daylight hours, then you must provide adequate lighting of (or warning lights on) the Skip and must take reasonable steps to ensure safe loading of waste into the Skip at all times.

12. Damage to our items

12.1 You are responsible for the safe keeping of any Skip, cones and lights. You must report any damage to, or loss of, any such items to us as soon as reasonably possible. Except where we are at fault, you will be liable to reimburse us on written request for the cost of repair or replacement.

13. Collection

- 13.1 Subject to clause 14 (Events outside our control), we will provide the Skip for a maximum period of 14 days unless otherwise agreed beforehand in the Confirmation of Order or agreed with you in writing ("**Maximum Period**"). Upon expiry of the Maximum Period, we will arrange to collect the Skip.
- 13.2 If you wish to have the Skip collected before the end of the Maximum Period, you must give us at least two Working Days' notice so we can arrange for collection. We will collect it as soon as we are reasonably able to.

14. Events outside our control

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by any act or event beyond our reasonable control ("**Event Outside Our Control**").
- 14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under this contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange new dates for the hire of the Skip (including delivery and collection where relevant) with you after the Event Outside Our Control is over.
- 14.3 You may cancel this contract immediately on written notice to us if we are affected by an Event Outside Our Control which has continued for more than 30 days.
- 14.4 If you opt to cancel, we will refund the price you have paid less any costs and charges reasonably and actually incurred by us to that date.

15. Other terms

15.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under this agreement to another entity but will always notify you in writing if this happens.
 - (b) You may only assign or transfer your rights or your obligations under this agreement to another person if we agree in writing.
- 15.2 **Variation.** Any variation of this agreement only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 15.3 **Waiver.** If we do not insist that you perform any of your obligations under this agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will

only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

- 15.4 Any notice or other communication given under or in connection with the contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

Additional terms for business customers

If you are not a consumer (being an individual acting for purposes wholly or mainly outside of your trade, business, craft or profession) the following provisions apply and take priority over any other terms which may conflict with them.

16. Personal Information

- 16.1 We will use any personal information you provide to us to:

- (a) Enable us to hire the Skip to you.
- (b) process any payments; and
- (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

- 16.2 We will process your personal information in accordance with our privacy policy, the terms of which are incorporated into this Contract and can be found at this link:

www.atlanticrecycling.co.uk/privacy-policy

If you are unable to access the link, please make a written request to us and we will send you a copy.

17. Limiting our liability to business customers

- 17.1 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

- 17.2 Subject to clause 17.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts; and
- (d) any indirect or consequential loss.

- 17.3 Subject to clause 17.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 120% of the total charges payable under the Contract.
- 17.4 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire sixty working days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 17.5 This clause 17 will survive termination of the Contract.

18. Multiple Skip Hires

- 18.1 If you have more than one Skip on hire with us at any time, we will use reasonable efforts to ensure the delivery, collection or exchange of any Skip is acknowledged by a representative of yours by them signing an acknowledgment form provided by our driver (in order to keep a record of such an event).
- 18.2 You will use reasonable efforts to make a representative of yours available to sign the acknowledgment form referred to in clause 18.1.
- 18.3 If our driver is unable to obtain a signature of your representative under clause 18.1, our driver will be entitled to certify the delivery, collection, or exchange as appropriate, and this will be conclusive evidence that the event has occurred.

19. Governing Law

The contract between you and us is governed by the laws of England and Wales.