

TERMS & CONDITIONS

In these conditions:

"Envirovue" means Asprey St John and Company Ltd. Envirovue is a Trading name of Asprey St John and Company Ltd.

"The provider" means the agent appointed by Envirovue to deliver, exchange, or collect the hire item(s) and/or goods and services.

"The supplier" means where the context so permits, Envirovue or Envirovues duly authorised agent or subcontractor.

"The hirer" means the person or company requesting provision of hire item(s) and/or provision of goods and services by Envirovue this would include materials, equipment and commodities but not exclusive to.

"The supply coordination" means the service Envirovue are offering to the Provider by way of coordinating the service of introducing the Hirer to the Provider, and co-ordinating the service of facilitating the disposal of waste by the Provider for the Hirer.

"The service" means the arrangement and coordination of the supply of hire item(s) by the Provider, its employees, servants, agents or subcontractors for the period of hire to facilitate the certificated and documented removal of refuse on behalf of the Hirer and the subsequent certificated and documented disposal of the contents of such hire item(s) or hire item(s) on behalf of the Hirer.

"The hire item(s)" means any hire item(s) or any other hire item(s) provided as part of the service.

"The site" means the place where the hire item(s) is deposited at the request or direction of the hirer.

"The period of hire" means the period from delivery of the hire item(s) to the hirer, to collection thereof, from the hirer or such time as collection thereof ought reasonably to have been completed by the supplier.

"Working day" shall mean Monday to Friday in any week.

"Force Majeure" means any circumstances beyond the reasonable control of either the provider or the supplier (including, without limitation thereto, any strike, lockout or other form of industrial action, accident, unprecedented locally inclement weather, difficulties in obtaining fuel parts or machinery, power failure or breakdown, or malfunction of machinery or computers.

In consideration of the provider extending credit to the hirer as named, the person signing this form hereby guarantees payment to the provider of all outstanding monies including amounts owed in excess of credit limit and any interest applicable.



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TERMS & CONDITIONS FOR COMMERCIAL HIRE

1. These conditions shall apply to all contracts for the supply of the service by Envirovue to the exclusion of all other terms and conditions and shall apply where the context so permits for the benefit of the supplier and the employees, agents and subcontractors of the provider and the supplier as if they had been parties heretofore.

2. Envirovue reserves the right to add to, alter or amend, or to the withdrawal of any of these terms or conditions without notice. Any typographical, clerical or other error, or commission in any sales literature, quotation or price list, acceptance of offer, invoice or other document or information issued by Envirovue shall be subject to correction without any liability on the part of Envirovue.

3. Any reference in these conditions to a statute or regulation, or provision thereof, shall be construed as a reference to that statute, regulation or provision as amended, re-enacted or extended at the relevant time.

4. All requests for the service shall be deemed to be an offer by the Provider to purchase the services of the supply coordinator Envirovue pursuant to these conditions and the service is offered subject to the availability of suitable hire item(s) to the provider.

The Hirer agrees that they will rely wholly on their own hire item(s) and judgement in the selection of the service and will not treat any information supplied to them by the service coordinator, or Provider, as a representation, warranty or guarantee in any manner whatsoever.

5. No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of Envirovue and the Hirer.

6. No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of Envirovue and the Provider.

7.

a) Except as specifically otherwise agreed in writing, the provider or supplier shall be under no obligation to deposit the hire item(s) elsewhere than on a highway.

b) The Hirer agrees in all cases: –

(i) To provide and adequately maintain all necessary approach roads and sites for the purpose of the delivery.

(ii) To rely on their own skill and judgement and to satisfy themselves as to the suitability of all approach roads, tracks, or grounds, for the purposes of delivery, siting and collection of hire item(s) and to notify Envirovue at the time of ordering the service of any special requirements as to delivery.

(iii) To promptly, on the arrival of the vehicle, accept delivery and provide any necessary directions and a suitable site.



(iv) To ensure that an authorised person is present at the time of delivery to sign an acknowledgement of delivery and or collection of the hire item(s) and that such authority is signed on delivery or collection by such authorised person and not otherwise, and the Hirer agrees that any delivery or collection note signed by a person with apparent authority to do so shall be deemed to be signed by an authorised representative of the hirer and that where no such person is available to sign such proof of delivery or collection, within the stipulated time nominated by the provider at the time of placing the order, from arrival of the hire item(s) or the vehicle at the site the provider's written confirmation of delivery shall be final and binding upon the Hirer.

c) The Hirer shall hold harmless and keep Envirovue indemnified against any claim, demand or penalty arising during the period of hire and which could not have been made had the provider not agreed to provide the service including, but not limited thereto all 3rd party claims, or claims for damages arising out of accidents related to any hire item(s) the subject of this contract.

8.

a) The price for the provision of the service shall be such sum as shall from time to time be agreed between the parties and in default of agreement shall be the reasonable value of services (Quantum Meruit) which, unless otherwise agreed, shall be exclusive of VAT which shall be payable by the Hirer.

b) Except where the Hirer has a previously approved credit account with Envirovue payment for the provision of the Service shall be made in full by the Hirer to Envirovue prior to the delivery by Envirovue of any hire item(s).

c) Where the Hirer has an approved credit account, Envirovue shall be entitled to invoice the Hirer immediately for all the services already provided, and those which are pending; the Hirer shall pay the price for the provision of the service to Envirovue within 30 days of the date of Envirovues invoice. The time of payment of the price shall be of the essence of the Contract.

d) The Hirer agrees that in the event that the Hirer shall fail to pay Envirovues nominated account in accordance with the terms in effect, Envirovue shall for such purposes be entitled to enter upon any premises of the Hirer, or any third party from whom waste was collected for such purposes as recovery of goods equivalent to the outstanding element of the contract.

e) Envirovue reserves the right to grant, refuse, withdraw, restrict, alter or cancel credit terms at its sole discretion. Where the Service is to be supplied over a period of time, each instalment thereof shall be treated as a separate contract and failure by Envirovue to provide any one or more instalments, shall not entitle the Hirer to treat the contract as a whole as repudiated.

f) If the Hirer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Envirovue, Envirovue shall be entitled to:



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- i) Cancel the contract or suspend any further deliveries or collections on behalf of the Hirer.
- ii) Appropriate any payment made by the Hirer to such of the services (or the Services supplied under any other contract between Envirovue and the Hirer) as Envirovue may think fit notwithstanding any purported appropriation by the Hirer; and
- iii) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Natwest bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Hirer shall pay the interest immediately on demand. Envirovue may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- iv) Charge the hirer's credit and or debit card as listed on the credit card and bank reference form to bring the account back into agreed trading terms.

9. The Hirer shall ensure that the delivery site is prepared for receipt of the hired skip, and where so required to do by the Provider, direct the Driver where to deposit or pick up the hire item(s).

a) Failure by the Hirer to ensure that the site of hire is duly prepared and ready to receive, or have removed as part of the agreed service, the hire item(s) will result in a charge being applied for the amount of £100 or the total cost of the Provider's wasted journey/visit fee, or whichever is the greater.

10.

a) Where Envirovue or the Driver are requested or directed to deposit or pick up hire item(s) on, or from a site, which is off a highway; or where delivery otherwise involves the passage of the vehicle over gratings, drains, roads, pavements, forecourts, yards, asphalt areas or any like areas, Envirovue shall be under no liability whatsoever to the Hirer for any damage howsoever caused whilst the vehicle is off the highway.

To the fullest extent permitted by the law, Envirovue shall not be held liable for any negligence or tort on the part of the skip provider. Without prejudice to the generality of Condition 7c) the Hirer shall subject as above, hold harmless and keep Envirovue indemnified against any claim or demand which could not have been made had the Driver not been so requested or directed.

The Hirer will, in addition, compensate Envirovue or the provider for any damage to the vehicle or the hire item(s) which would not have occurred had the Driver not been so requested or directed and which is not due to any negligence on the part of the Driver.

b) If Envirovue is prevented for any reason beyond its control from delivering or collecting a hire item(s), the Hirer shall remain liable for Envirovue's charges together with such additional sums as the Provider shall reasonably so require for the further provision of the Service.



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11. The usual time allowed for depositing or picking up hire item(s) is ten minutes. If the vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage, as described by the Provider in their terms and conditions of usage.

12. The standard time allowed for a 'Wait & Load' is fifteen minutes. If the vehicle is kept waiting longer than this initial time, the hirer shall be liable for a waiting charge as described by the Provider in their terms and conditions of usage.

13. The Hirer shall ensure that all permissions required before the hire item(s) can lawfully be deposited on the site including the permission required under the Highways Act 1971 have been, or will be obtained, before they request the Provider, or direct the Driver to deposit the hire item(s) on the site; and that the said permission will be kept in force during the period of hire and where necessary for up to 3 working days thereafter.

The hirer will ensure that all hire item(s) sited on the highways will be lighted and coned in accordance with the terms and conditions of the highways act and the issuing local authority's demands.

14. The Hirer shall not move the hire item(s) from the site without the consent of the Provider and where necessary the highway authority; and in any case will undertake to notify Envirovue as soon as is reasonably possible.

15. The Hirer shall ensure:

- a) That the Hirer signs a single or multiple consignment transfer note declaring the waste type and that the waste is accurately described when completing the transfer note.
- b) Where the waste type does not conform to the description, as specified on the waste transfer note, or is different to that as specified at the time the hire item(s) was ordered, then charges will vary accordingly.
- c) Where appropriate, waste is only stored in suitable containers.
- d) That no liquids, explosives, toxic, or dangerous materials including, but not limited to fibrous asbestos, solvents, minerals or greases will be placed in the hire item(s) without the written consent of the supplier; and that the contents of the hire item(s) when loaded conform to the requirements of S.I.1980/1709 or any re-enactment thereof and the local waste regulation authority with regard omits suitability for disposal as general or special waste as a controlled waste disposal site.
- e) If any waste to which the said section applies is placed in any hire item(s) the Hirer will immediately give the notices required by the said section and send copies of such notices to both Envirovue and the Provider.
- f) That no bonded asbestos will be placed, save where the Hirer has given to Envirovue, a minimum of seven days' notice of their intentions so to do and obtained the written agreement of Envirovue and agreed to the charges to be made with regard thereto.



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g) No cans, bottles or other liquid containers are placed in the hire item(s) unless they are dry, free from liquid, residues and open for inspection.

h) That no fridges, freezers, vehicle tyres, car/commercial vehicle batteries and any other waste types, which following changes in legislation from time to time may become classified as a special difficult, or hazardous waste type.

16. The Hirer shall ensure from the time that the hire item(s) is deposited until it is picked up again by the Provider/Supplier:-

a) It is properly cited in accordance with any relevant permission and that all conditions thereof are observed and performed at all times.

b) It is properly coned where necessary during the hours of daylight and coned and lighted during the hours of darkness.

c) No fires are lit in, and no corrosive acid or noxious substance, liquid cement or concrete placed in the hire item(s).

d) It is filled no higher than the top of its sides and in such a manner as to prevent spillage of material, both whilst the container is stationary, or in transit.

Where hire item(s) are located on public or third party property and waste is accumulated for any reason whatsoever in the immediate proximity of the hire item(s), Envirovue reserves the right to supply a further hire item(s) to contain the surplus material and to transfer the same to the hire item(s) and to debit the Hirer with the reasonable costs of so doing.

e) It suffers no damage except fair wear and tear. All damage by fire, vandalism or other means, the Hirer will reimburse the Provider all costs for either replacement or repair; unless the Hirer has taken out an insurance policy with Envirovue, or provides their own insurance to cover all loss and/or damage whilst the hire item(s) are under the Hirer's care.

f) No danger is caused by the hire item(s) or its contents to any third party and in particular, but without limitation thereto, to children.

g) No unauthorised removal of the hire item(s) shall take place by the hirer or a 3rd party contractor without the prior consent of the provider. The hirer will be debited all reasonable costs incurred in returning the hire item(s), or in cases where the hire item(s) is deemed lost or stolen the hirer will reimburse the Provider in full. Please note that many insurance policies will not cover theft of hire item(s).



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17. Notwithstanding the terms of condition 15 it shall be the Hirer's duty to notify the Provider of, and the Provider's responsibility to ensure compliance with, any condition imposed by a highway authority relating to the marking of the hire item(s) with reflective paint.

18. Except as specifically otherwise agreed in writing the Hirer shall fill the hire item(s) within the period of hire as specified by the Provider and shall inform Envirovue in good time of its readiness for collection or replacement.

The Hirer shall ensure that, from the time when collection of the hire item(s) is due to take place until the same is collected, there is left a clear space at one end of the container to terminate the hiring of the hire item(s) the minimum notice period shall be one clear working day.

19. The Provider may arrange the removal or repositioning of the hire item(s) if required at any time to do so by a highway authority or constable in uniform under Section 140 of the Highway Act 1980.

The Hirer shall be responsible for the reasonable additional cost thereof on the part of the Provider or Supplier.

20. It is the responsibility of the hirer's representative on site to keep the hirer's copy of the 'Proof of Delivery' ticket. Any copies required at a later date will be subject to a £30 administration charge.

21. Except as specifically otherwise agreed in writing, the Provider agrees to dispose of the contents of the hire item(s) as shall be in accordance with the terms of the contract. The Hirer agrees that they will pay the Provider's reasonable charges of dealing with any of the contents of any hire item(s) which do not comply with the terms of this contract.

22. Risk and Title: The risk in relation to any hire item(s) supplied pursuant to this Contract shall pass to the Hirer upon delivery, in accordance with the Hirer's request or direction and shall remain with the Hirer until the hire item(s) are collected by the Provider.

Title shall not transfer to the Hirer under any circumstances.

23. Where the Service is provided under a consumer transaction as defined by the Consumer Transaction (Restriction on Statements) order 1976, the statutory rights of the Hirer are not affected by these conditions.

24. It is specifically provided and agreed that any compensation &/or damages payment in respect of any claim or claims arising out of, or in connection with, the terms of this contract for any reason whatsoever and howsoever arising, shall not amount in the aggregate to more than the cost of the provision of the service by the Provider, or that part of the Service giving rise to such claim, and in any event not more than £1000; and Envirovue and any other person entitled to the benefit of this contract shall have no further liability to the Hirer.



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Except in respect of death or personal injury caused by the negligence of Envirovue or any other person entitled to the benefit of this contract, Envirovue or such party shall not be liable to the Hirer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of this contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential or incidental compensation whatsoever (and whether caused by the negligence of Envirovue or any other party entitled to the benefit of this contract, their employees, or agents, or otherwise) which arise out of, or in connection with the supply of the service, except as expressly provided in these conditions.

25. Envirovue shall not be liable to the Hirer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the provider's, supplier's, or coordinator's obligations in relation to the service, if the delay or failure was due to force majeure.

26. Insolvency of Hirer:

a) This clause applies if:

- i) The Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- ii) an encumbrance takes possession, or a receiver is appointed, or any of the property or assets of the Hirer, or iii) The Hirer ceases or threatens to cease; to carry on business; or iv) Envirovue reasonably apprehends that any of the events mentioned above is about to occur in relation to the Hirer and notifies to the Hirer accordingly.

b) If this clause applies, then without prejudice to any other right or remedy available to Envirovue, Envirovue shall be entitled to cancel the contract or suspend any further deliveries under the Contract without any liability to the Hirer, and if the Services have been provided but not paid for, the price shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

27. Refund Policy

27.1 Application for refunds must be sent directly to Envirovue, in writing, addressed to the Customer Service Manager.

28. Cancellation Policy – Cancellation of Hire.

If the hirer chooses to cancel the hire, the following charges will be levied:

More than 4 days' notice – 10% of total hire charge

1-3 days' notice – 50% of total hire charge

Less than 24 hours' notice – 100% of total hire charge

Please note cancellation charges apply on all orders once instruction to deliver has been taken.



ADDITIONAL TERMS & CONDITIONS FOR DOMESTIC HIRE

The hirer is responsible for ensuring the position for hire item(s) delivery has a clear access. Blocked access due to abandoned vehicles or materials resulting in failed delivery/collection will incur standing time and or an aborted delivery charge (known generally as a wasted journey fee). The Hirer is responsible for theft or damage to hire item(s) whilst on hire & until hire item(s) is removed by the hire item(s) owner.

Envirovue cannot accept any liability for any costs incurred through damage to the hirer's driveway or other property whilst delivering or collecting the hire item(s) off the public highway. The hire item(s) vehicle is invited off the highways onto private property at the hirer's own risk, and is a separate arrangement to be confirmed with the Provider. Please note that we draw your attention to the fact that tarmac, block paved, and pattern-imprinted concrete driveways are at most risk.

The Hirer is also responsible for pointing out low lying cables, narrow entrance pillars, manhole covers, and any other potential risks or obstructions to Hire item(s) or the driver, prior to the hire item(s) delivery.

The local authority may require the lighting and coning of all on-road hire item(s) and, unless otherwise advised, it is necessary to obtain the necessary council consent with a road permit. Hirers should note that the fines for failure to light and cone a skip correctly vary according to the regulations set by the permit issuing authority. Hirers are advised to consult <https://www.gov.uk/apply-skip-permit> prior to completing the request of the hire item(s). Envirovue can assist in the facilitation of the provision of a valid permit. Please be advised that there will be an administration charge of £15 per permit/paperwork application.

In all cases delivery and collection times are given for guidance only and Envirovue accepts no liability for any costs incurred due to delays in delivery/collection; or failure to deliver on the preferred delivery date, or at the preferred time due to unforeseen circumstances. In all circumstances invoices exclude exceptional conditions such as force majeure.

I have read, understood and want to be legally bound to the conditions above.

AUTHORISED SIGNATORY

NAME (please print)

TITLE

DATE

THIS FORM MUST BE SIGNED BY A DIRECTOR / PROPRIETOR OF THE COMPANY



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