

JWS WASTE AND RECYCLING SERVICES LIMITED
TERMS AND CONDITIONS

Definition

1.1 In these terms 'JWS' shall mean JWS Waste and Recycling Services Limited.

Hiring

2.1 JWS let and the hirer takes the goods on hire for the term.

2.2 In the event the account falls overdue JWS reserves the right to cancel credit terms for the hire and use of the container.

The Term

3.1 This agreement shall commence on the commencement date and shall continue for the full agreement period. The agreement shall continue thereafter for successive periods of at least the same length as the full agreement period ("continuation periods") unless and until terminated by the provision of 1 month's written notice given by either party to the other served at the least 1 month's prior to the conclusion of the full agreement period or any continuation period, as the case may be.

3.2 The customer agrees that acceptance of any service, equipment, or waste transfer note, collection/delivery note is deemed as acceptance of these terms and any service period thereafter.

3.3 Exclusive Agreement – during the length of this agreement the customer agrees that it will not for any reason, enter into any other agreement or contract for the services provided under this agreement with any person, firm, agent, broker or company other than the contractor.

Installation

4.1 JWS shall deliver the goods to the hirer's premises and shall install them in a position selected by the hirer.

4.2 Each skip delivered to the hirer shall (where the skip is to be sited on a public highway) have attached to it lights to ensure that the skip is visible at night but as from delivery it shall be the hirer's responsibility to ensure that any such lights are not damaged or stolen.

4.3 JWS shall supply to the hirer with the skip (where the skip is to be sited on a public highway) traffic cones which shall be delivered with the skip and placed by JWS around the skip and the hirer shall be responsible as from delivery to safeguard the said traffic cones and to ensure that they remain in position as placed by JWS.

Damage

5.1 **The hirer's are advised prior to delivery to protect paving slabs, manhole covers or other items which may be subject to damage by the delivery lorry or to ensure that all access ways are otherwise safe for delivery. In the event of the damage to the hirer's premises, JWS shall not be responsible and in the event of damage to the JWS delivery vehicle the hirer shall be responsible. The driver for JWS shall deposit the skip pursuant for the direction of the hirer and for such purposes the driver of JWS shall be the agent of the hirer.**

5.2 The hirer shall not light fires in the skip, nor put wet cement in it.

5.3 The hirer shall reimburse JWS for any costs due to theft or damage caused to the skip by fire, accident or mechanical excavators or other vehicles whilst on hire to them. All skips are to be level loads only and not above the sides of the skip at any time.

Adjustments

- 6.1** The hirer shall not re-site the skip after delivery. Set out or interfere with the lights. In the event of any fault occurring the skip lights or traffic cones or any loss or damage thereof the hirer shall immediately replace the batteries in the lights where necessary and/or replace the lights and/or renew as required and advise JWS forthwith of any such faults. The hirer shall compensate JWS in full on demand for all loss and damage to the goods caused by the hirer's misuse of them or negligence.

Not to Sell

- 7.1** The hirer during the hiring shall not sell or offer for sale, lend or otherwise deal with or part with possession of the skip light or cones without the previous consent in writing of JWS.

Property

- 8.1** The hirer shall duly and punctually pay all rent, taxes and outgoings payable by the hirer in respect of the premises where the goods are installed and protect JWS against any distress execution or seizure of the goods and compensate JWS in full on demand for all losses and expenses incurred by him in respect of them.

Responsibility

- 9.1** The hirer shall compensate JWS in full on demand for any loss it has suffered as a result of any damage, fire or theft to or of the goods and any claims made by any person in respect of the goods whilst they are in the hirer's custody.

Access

- 10.1** The hirer shall permit JWS at all reasonable times on reasonable notice to have access to goods to any property where it is for the purpose of inspecting, repairing or repossessing it.

Name Plates

- 11.1** JWS may affix plates or marks to the goods indicating that they are the property of JWS and the hirer shall not obliterate, deface or cover them up.

Termination on Default

- 12.1** JWS may by written notice terminate the hiring and retake possession of the goods if the hirer is in breach of any of the terms herein, is adjudged bankrupt or has entered into voluntary arrangement with the company, is wound up or is put into receivership.

Miscellaneous

- 13.1** The hirer shall be responsible for providing JWS with an accurate description of the waste.
- 13.2** The hirer shall be responsible for controlling all waste that is placed in the skip.
- 13.3** No asbestos, or other hazardous / special wastes for example oils flammable materials, corrosive or infectious wastes, refrigerators, freezers, gas bottles, tyres or chemical waste shall be loaded into the skip unless JWS shall previously agree in writing.
- 13.4** If upon JWS emptying the skip and any unauthorised materials are found, they will be removed and returned to the site address and the hirer will be required to meet any additional costs.
- 13.5** In the event that it will not be possible to return such items to the hirer, the hirer will be required to meet the full costs of handling, treatment and transportation necessary to achieve final disposal within current legislation.

13.6 JWS drivers are instructed not to drive over footpaths, drives, grass verges, drains etc. and not to lift skips over walls or fences or to raised embankments. Should the hirer require a driver of JWS to do so, and damage is caused JWS will not be responsible for any such consequential damage.

Consequences of Termination

14.1 For the purpose of retaking possession of the goods JWS may enter the premises where the goods are situated and in retaking possession shall not affect their right to have any money due at any time of the termination or to recover damages for any breach of this agreement before the termination.

No Warranty

15.1 The hirer has selected the goods without any reliance on JWS and acknowledges that JWS has not made any condition representation or warranty of any kind in relation to the goods unless same are incorporated immediately beneath this clause and by both parties.

February 2015