

## Terms of Hire for Builders Skips

### CONDITIONS FOR HIRE OF BUILDERS SKIPS

1. The Owner has agreed with the Hirer for the hire of skip(s) and the disposal of its/their contents.
2. The place where the skip(s) is/are to be deposited is/are on the directions of the hirer ("The Site") to the driver of the Owners vehicle ("The Driver").
3. The charge is made by the Owner to the Hirer for the hire of such skip(s) shall be for in accordance with the schedule of charges annexed hereto.
4. The Owner enters into agreements for the hire of skip(s) and disposal of contents upon the following conditions:-
  - (a) No agent or employee of the Owner is permitted to alter or vary these conditions in any way or to give any consent thereunder he is authorised in writing by the Owner so to do.
  - (b) The Owner will use his best endeavours to comply with the Hirer's requirements but can accept no responsibility for failure to supply or for any delay in supplying skip(s) which may be caused directly or indirectly by any circumstances beyond the Owners control or any unforeseen or abnormal conditions or by any act of neglect on the part of the Hirer.
  - (c) (i) Except as specifically otherwise agreed in writing the Owner shall be under no obligation to deposit the skip(s) elsewhere than on a highway.  
(ii) The Hirer shall save harmless and keep the Owner indemnified against any claim, demand or penalty arising out of the presence of the skip(s) on the site and which could have not been made or inflicted had the skip(s) not been placed on the site.
  - (d) The Hirer shall direct the driver where to deposit or pick up the skip(s).
  - (e) Where the driver is directed to deposit or pick up the skip(s) on or from a site which is off a highway the Owner shall be under no liability whatsoever to the Hirer for any damage howsoever caused whilst the vehicle is off the highway other than such as might have been caused by negligent driving on the part of the driver.  
Without prejudice to the generality of condition © (ii) the Hirer shall as before  
Save harmless and keep the Owner indemnified against any claim or demand which could not have been made had the driver not been so directed. The Hirer will compensate the Owner for any damage to the vehicle of the skip(s)  
Which would not have occurred had the driver not been so directed and which is not due to any negligent driving on the part of the driver.
  - (f) The time allowed for depositing or picking up skip(s) is ten minutes. If the vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage.
  - (g) The Hirer shall ensure that all permission required before skip(s) can lawfully be deposited on the site including the permission required under the Highway Act 1971, have been or will be obtained before he directs the driver to deposit the skip(s).
  - (h) The Hirer shall not move the skip(s) from the site without the consent of the Owner.
  - (i) (i) The Hirer shall ensure that no waste to which Section 3(1) of the Deposit of Poisonous Waste Act 1972 applies will be placed in the skip(s) without the written consent of the Owner.  
(ii) If any waste to which the said section applies is placed in any skip(s) the Hirer shall immediately give the notices to the Owner.
  - (j) The Hirer shall ensure that from the time that the skip(s) is deposited  
(k) until it is picked up again by the Owner.
  - (l) (i) it is properly sited in accordance with permission given.  
(m) (ii) it is properly lighted during the hours of darkness.  
(n) (iii) no fires are lit in it.  
(o) (iv) it is filled no higher than the top of its sides.  
(p) (v) it suffers no damages except fair wear and tear.
  - (q) (J) Notwithstanding the terms of Conditions it shall be the Owners responsibility to ensure compliance with any condition imposed by a highway authority relating to the markings of the skip(s) with reflective paint.
  - (r) Except as specifically otherwise agreed in writing the Hirer shall fill the skip(s) within the period of hire and shall inform the Owner in good time of its readiness for collection or replacements.
  - (s) The Owner shall ensure that the skip(s) is clearly indelibly marked with his name and telephone number or address.
  - (t) The Owner will remove or reposition the skip(s) if required at any time to do so by a highway authority or a constable in uniform under Section 32 of the Highways Act 1971 after first deposited on the sit but only at the expense of the Hirer.
  - (u) Except as specifically otherwise agreed in writing the Owner agrees to dispose of the contents of the skip(s).
  - (v) DO NOT LIGHT FIRES IN SKIPS.