

Terms and Conditions

1 General

1.1 This Contract is for the provision of waste equipment & waste services. The parties to the Contract are: (i) the 'Hirer' &, where the Hirer is not an individual acting in person, the 'Signatory' at the point of delivery. (ii) G D Golding Skip Hire LTD, Reg. Office: Nicolson Way, Off Wellington Road, Burton-on-Trent, DE14 2AW.

1.2 These Terms and Conditions shall apply to the provision of waste equipment & waste services between Golding Skip Hire LTD & the Hirer and shall not be overridden by any terms & conditions of the Hirer.

1.3 Acceptance of the waste equipment on site by the Hirer or its delivery on site in accordance with the Hirer's instructions signifies acceptance of these Terms and Conditions unless otherwise agreed in writing.

1.4 G D Golding Skip Hire LTD may terminate the Contract & repossess Equipment or services without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach or is involved in insolvency or liquidation proceedings.

1.5 Where G D Golding Skip Hire LTD act as subcontractor for the sourcing of waste equipment & waste services, these Terms & Conditions may be subject to further specific conditions.

1.6 The term 'Waste' means all waste as described by the Hirer & as agreed by G D Golding Skip Hire LTD & the Hirer to be removed from the Hirer's site & excludes: (i) substances hazardous to health such as toxic or corrosive materials or liquids (ii) any liquids of any kind whether contained or not (iii) cans, drums or other containers of any kind unless they are empty & crushed: so incapable of carrying any liquid (iv) medical waste or animal carcasses of any kind or quantity (v) any other material not listed above however considered unsuitable for containment e.g. malodorous waste. Section 34 (1) of the Environment Protection Act 1990 requires that a description of the type of waste (to be placed in a skip for example) be given, 'The description must provide enough information to enable subsequent holders to avoid mismanaging the waste...' This description must be given at the time of booking each skip/service.

2 Skip Hire

2.1 Any order placed with G D Golding Skip Hire Ltd. which takes its vehicles off the public highway will be at the customers own risk, they will accept full responsibility for any consequential damage that may occur to persons or vehicles because of this. It is the customers responsibility to ensure the location is suitable and adequate to bear the weight of a Skip lorry loaded or unloaded. This includes drain covers, drive edging bricks, paving slabs (these items should be covered by the end customer before delivery/exchange/collection as G D Golding Skip Hire LTD will not take responsibility for the damage of these at the location). This also applies to any damage to property such as drain covers, walls, fencing and hedges at the request of the customer wishing to place the skip over or past these.

2.2 G D Golding Skip Hire Ltd. will not be liable for any loss or damage caused by failure to supply, or any delay in supply which may be caused directly or indirectly by any circumstances beyond our control, including act of God, fire, accident, breakdown of machinery, shortage of labour or material, or by an act of neglect on the part of the customer.

2.3 G D Golding Skip Hire Ltd. reserves the right to charge the customer for all costs incurred as a result of, a cancellation, change of waste type or variation of the whole or a substantial part of an order, together with loss of profit and all other consequential loss, wasted journey, access issues, change of skip size. **Wasted journey charges will start from £105 + vat**

2.4 The Hirer shall be responsible for loading & unloading the Skip at the Hirer's site. G D Golding Skip Hire LTD drivers are prohibited to assist in loading & unloading of waste.

2.5 The Hirer is responsible for the provision of free & suitable access to & from the site (including the removal & reinstatement of local obstructions) & for ensuring suitable ground conditions for the collection of waste equipment or waste services. No responsibility will be accepted for damage to any surface over which the waste equipment has been moved to reach its intended position of use, and the Hirer should therefore take steps to protect surfaces (paving slabs, soft ground and the like) before delivery of the Equipment.

2.6 The Hirer shall not sell or otherwise part with possession &/or control of the waste equipment and shall remain responsible for the waste equipment and its safekeeping during the hire period. Waste equipment must not be removed without the authority of G D Golding Skip Hire LTD from the address to which the waste equipment has been delivered. The Hirer shall keep the site at which the waste equipment is located safe and secure.

2.7 The Hirer shall fully & completely indemnify G D Golding Skip Hire LTD in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection with & arising from or in connection with the use of the waste equipment or waste services.

2.8 The lighting of fires in or near skips is strictly prohibited. The hirer will be liable for any loss or damage to the skip container (excluding fair wear and tear) during the term of the skip hire period and will be charged the current purchase price for the skip.

2.9 G D Golding Skip Hire LTD shall not be liable for any consequential losses, expenses, liabilities, claims or proceedings whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability or repossession of the Equipment

2.10 The hirer shall ensure that the skip is not overloaded by weight or by volume at the point of collection. Skips should be loaded so that they are filled no higher than the top of the sides. 12yd, 14yd, 16yd, 20yd up to 40yd roll on-off are only to be used for light waste or loaded no more than the maximum legal road limit for the vehicles. Excess waste may be removed and placed within the vicinity of the skip. G D Golding Skip Hire Ltd reserves the right to refuse to collect overloaded skips and any costs incurred due to unsafe loads/overloading will always be passed on to the hirer. Additional charges may be levied.

OVERLOADING WILL ALWAYS INCUR EXCESS CHARGES STARTING FROM £50 + VAT

2.11 It is the responsibility of the hirer to ensure that skips placed on the highway or public places have the permission of the local highway authority and are adequately lit and coned off in accordance with the Highways Act 1980. G D Golding Skip Hire Ltd. can organise permits at an additional cost to the hirer, however, that payment is non-refundable once the permit process has begun.

2.12 The Hirer must immediately notify both G D Golding Skip Hire LTD and the police of any loss or theft of the waste equipment. If an item of waste equipment is reported stolen, it must be accompanied with an incident number obtained from the police in order to terminate the hire. When the waste equipment is not returned, the liability of the Hirer shall only cease when the Hirer pays the manufacturer's current list price for the missing waste equipment. The Hirer agrees to pay all costs incurred in rectifying the condition of the waste equipment if it is returned damaged or incomplete.

2.13 Asbestos, fridges, freezers, televisions/monitors, tyres, fluorescent/sodium lamps, gas cylinders, plasterboard, or any waste deemed as hazardous by an absolute or mirror entry in the European Waste Catalogue (Article 1(4) of the Hazardous Waste Directive 91/689/EC) must not be placed in the skip container unless by prior written agreement with G D Golding Skip Hire LTD.

3 Signatory Responsibility

3.1 Persons signing documents on site warrants that he has the authority of the Hirer to make the contract on the Hirer's behalf. G D Golding Skip Hire LTD shall be entitled to treat the Hirer as contractually bound by these Terms and Conditions unless the Hirer can demonstrate that there were no reasonable grounds to believe that such person had authority to bind the Hirer.

4 Hire Charges

4.1 The stated hire charges are for the duration of the Contract includes weekends & Bank Holidays.

4.2 Once an order is placed with G D Golding Skip Hire LTD a minimum period of 24 hours is required to cancel the order. Cancelled orders within 24 hours will be subject to a surcharge as stated on the Additional Items rate card.

4.3 Rental period for waste equipment is 28 days for Account customers. If the rental period is breached, G D Golding Skip Hire LTD reserve the right to charge rental per day at the rate specified on the rental charge rate card unless agreed otherwise between the hirer and G D Golding Skip Hire LTD.

4.4 Any of the following waste that has NOT been declared at time of booking will either incur an additional charge as per the Additional Charge rate card or the hirer – **TURF (BIODEGRADABLE OR ARTIFICIAL), MATTRESSES, PLASTERBOARD, ASBESTOS, FRIDGES/FREEZERS, TELEVISIONS/MONITORS/COMPUTERS/FLOURESCENT/SODIUM LAMPS, POPs ITEMS (SOFAS,CHAIRS,FOAM ITEMS), GAS CYLINDERS/EMPTY AEROSOLS, TYRES, CARPET, BEER KEGS, SOLVENT PAINT CANS/EMPTY SILICONE TUBES/ADHESICE TUBES/ HILTI GUN CARTRIDGES, LITHIUM BATTERIES (MUST BE REMOVED FROM ANY ITEM BEFORE DISPOSING), CLINICAL / MEDICAL WASTE, SOLVENTS, OIL, OTHER LIQUIDS, CAR BATTERIES, HAZARDOUS/TOXIC MATERIAL, FOOD WASTE, LARGE TREE STUMPS AND ROOTS, ROOFING FELT, HAZARDOUS WOOD PRODUCED BETWEEN 1950-2007**

4.5 A Guaranteed collection can be applied but this will incur an additional charge to confirm collection on a specific date. Once the charge has been confirmed then the collection will be scheduled although specific time requests cannot always be guaranteed even if the charge has been paid for as this only covers a date request.

4.6 The time allowed for loading/unloading for a Wait and Load is 15 minutes. If the vehicle is kept waiting longer than this G D Golding Skip Hire Ltd reserves the right to charge waiting time at a rate as per on your rate card per 15 mins thereafter.

4.7 If the waste booked in is not the waste that is tipped then G D Golding Skip Hire LTD reserves the right to charge a sorting fee to cover labour and sorting time as per the rate on your Additional Rate Card.

4.8 It is the Hirers responsibility to ensure there is adequate room for manoeuvring abilities and placement of any waste equipment. Site location must be free access. Any blockages from other items, parked vehicles or unsuitable access will result in a wasted journey charge at the rate that is defined on your rate card.

4.9 The Hirer, if they have any invoice queries in regard to additional charging or billing, must contact G D Golding Skip Hire LTD within 14 days of the invoice being received to enable a quick resolution to your query.

4.10 Late payments may result in restrictions on your account in which case your will be notified by the Accounts Department.

5 Tipping/Waste Disposal

5.1 G D Golding Skip Hire Ltd. are registered with the Environment Agency as a waste carrier, further all landfill disposal sites are correctly licensed or approved.

5.2 Customers using G D Golding Skip Hire Ltd. disposal sites do so entirely at their own risk. G D Golding Skip Hire Ltd. accepts no responsibility for damage or injury of any nature that may occur to persons or vehicles using these sites.

5.3 Vehicles may only use such portions of the sites as are allocated to them.

5.4 Only waste permitted under the waste permit licences or exemptions may be deposited on the sites.

5.5 G D Golding Skip Hire Ltd. reserves the right to refuse any materials which it considers to be objectionable or unsuitable for deposit on the company's sites.

5.6 Material for deposit on our sites will only be accepted from registered waste carriers and must be accompanied by a controlled waste transfer note stating a description of the waste (with EWC code), the source of the waste and the details of the waste carrier, including carrier registration number. Environmental Protection (Duty of Care) Regulations 1991.

6 Payment Terms

6.1 Account holders: 30 days from date of invoice, or end of the month following delivery (subject to written agreement).

6.2 Non-Account holders: Prior to or on delivery of skip. G D Golding Skip Hire LTD accepts major credit and debit cards, cash and bankers drafts. We do not accept American Express.

6.3 A maximum amount of credit will be assigned to the credit account, which can be altered or withdrawn by G D Golding Skip Hire LTD at any time.

6.4 Statements will be sent out throughout the month summarising transactions, balances and payment due dates.

6.5 We can suspend, restrict or terminate your right to draw credit at any time for any objectively justified reason, including the way in which you manage credit facilities with other lenders and where there is an indication that the account payments may become unaffordable over several consecutive occasions.

7 REFUND POLICY

7.1 Method of Refund: Refunds are usually credited back to the original payment method or reducing the outstanding balance.

8 Pricing Policy

8.1 G D Golding Skip Hire LTD reserves the right to change prices, discount schemes and promotion at any time.

8.2 All materials are sold on the basis that the weight or quantity is as stated on the conveyance note. G D Golding Skip Hire Ltd. will not accept any responsibility once the load has been discharged and accepted by the onsite signatory.

8.3 Unless expressly agreed in writing G D Golding Skip Hire Ltd. prices are for materials as stated on the quotation. Where the customer requires an alteration in the grade or type of material, or where it becomes necessary to supply from another source, an extra charge may be made for any additional costs which may be incurred by G D Golding Skip Hire Ltd

8.4 Risk in the goods shall pass to the customer on delivery.

8.5 All goods remain the property of G D Golding Skip Hire Ltd. until paid in full.