

# **Alan's Skip Hire Ltd**

## **Tipper Hire & Aggregates Delivery Terms & Conditions**

Alan's Skip Hire Ltd: Alan's Skip Hire Wales Ltd, Alan's Skip Hire North West Ltd AND ASH Waste Services Ltd ("ASH") agree to supply the services and equipment to you, the "Customer") on the following conditions.

1. In signing this agreement, the Customer hereby acknowledges that the price payable under this agreement is directly related to the level of risk undertaken by ASH and that if the Customer so desired a variation of the price could be negotiated on the basis that the Customer required ASH to increase its level of risk. In signing the agreement, the Customer is acknowledging that the risk taken by ASH is reasonable in relation to the price payable by the Customer.
2. The prices quoted are exclusive of VAT for which you will be charged.
3. The prices we quote can be amended by a reasonable amount if;
  - 3.1. suppliers costs alter;
  - 3.2. you amend your instructions after we start collections;
  - 3.3 you ask us to expedite collections.
4. If you breach the agreement before the anniversary thereof then you *agree* to pay liquidated damages for the remaining period of the agreement (liquidated damages will be calculated as 40% of the aggregate which would have become payable over the remaining period of the agreement).
5. We will provide a service to you in a proper and efficient manner. Time of performance shall not be of the essence.
6. We reserve the right to make changes to the times and dates of the provision of service in-order to meet our operational requirements and in order for us to develop and improve our service to you and where possible you will be given notice thereof.
7. We will at all times collect waste in accordance with the Environmental Protection Act 1990 or any statutory modification thereof for the time being in force.
8. We will ensure that the waste as described by you is deposited at a licensed site.
9. You must ensure that you, your employees or agents at all times comply with any health and safety legislation that is in effect as well as the Environmental Protection Act 1990 or any statutory modification thereof at the time being in force.
10. You will not include contaminated waste or include a waste which requires notification under the Special Waste Regulations 1980 (or any subsequent regulations) with the waste described by you and being collected by us without prior written notification and analysis or appropriate classification confirmation
11. You will ensure that vehicles are safely sited and not overloaded nor filled with unsuitable waste.
12. Ownership of and responsibility for the waste will be vested with you until such time as we remove the waste and it is the Customer's absolute responsibility to inform ASH of any material change.
13. All materials delivered and supplied by ASH are confirmed to have been inspected by the customer and upon signature it is agreed that the customer accepts the material as fit for purpose and confirms receipt in good condition.
14. You agree to reimburse us the full cost of all loads not collected or delivered by us due to but not limited to failure of you to provide access to us pursuant to clause 9 above, or third parties restricting access to our equipment or your premises and when you fail to pre-notify us of a site closure due to a public holiday, Bank holiday, local holiday or any other reason whatsoever.
15. You must at all times use your best endeavours to ensure that the equipment or vehicle is situated in a safe place without causing obstruction or danger to any person or third party failing which you will indemnify us against any claim.
16. This condition sets out the entire financial liability of ASH (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
  - (a) any breach of this agreement;
  - (b) any use made by the Customer of the services, and or equipment supplied pursuant to this agreement; and
  - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
17. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
18. Nothing in these Conditions limits or excludes the liability of the ASH:
  - 18.1.1. for death or personal injury resulting from negligence; or
  - 18.1.2. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the ASH; or
19. Subject to condition 18 (above) ASH shall not be liable for:
  - (a) loss of profits; or
  - (b) loss of business; or
  - (c) depletion of goodwill and/or similar losses; or

- (d) loss of anticipated savings; or
  - (e) loss of goods; or
  - (f) loss of contract; or
  - (g) loss of use; or
  - (h) loss of corruption of data or information; or
  - (i) damage to any of the Customer's real or personal property;
  - (j) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
20. ASH's total liability in contract, tort (including negligence, nuisance or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the lesser of either the contract price or **£5,000**.
  21. In any event, ASH shall not be liable for any loss, except any loss arising in relation to condition 34 (above), unless advised thereof in writing within twenty-eight days of the occurrence of the claim. ASH shall in any event be discharged from all liability whatsoever and howsoever arising in respect this agreement unless proceedings are brought within one year of the date of the accrual of the cause of action.
  22. The Customer hereby agrees to keep ASH indemnified against any loss and/or damage to any vehicle other than that caused by fair wear and tear.
  23. The Customer agrees to indemnify and keep indemnified ASH from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with the Customer's negligence, default or breach of this agreement.
  24. Given the value of the work involved we both agree that it is not always practical to issue work tickets or obtain signatures for service performed and you shall accept our records as proof of service. However, if you require proof of service then we will do so at a cost of £6.00 on each and every occasion or for any subsequent copy thereof
  25. We have the right to terminate this agreement:
    - 25.1. if you commit any breach of the terms hereof and fail to remedy such a breach within 14 days of a written notice so to do;
    - 25.2. if a receiver is appointed over part or all of your assets or an order is made or a resolution is passed for your winding up or you become subject to an administration order;
  26. Any termination of this agreement shall be without prejudice to the accrued rights by the party.
  27. This agreement is personal to you and cannot be assigned without our prior written consent. However we may assign or subcontract any part of this agreement to any person.
  28. Any variation of these conditions is invalid unless we accept it in writing and these conditions shall prevail over any you seek to impose.
  29. In the event that any conditions in your order conflict with these conditions the latter shall prevail.
  30. If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
  31. Our rights will not be affected by any relaxation, forbearance, indulgence or waiver in enforcing these conditions.
  32. You will not hold us liable for any cost incurred for failure or delay in service due to circumstances beyond our reasonable control.
  33. Our dealings with you are governed by English law and come within the jurisdiction of the English Courts.

#### **Payment Schedule:**

1. When "standard credit" terms are agreed with us you shall remit payment to us no later than the 20th day of the month following the issuing of an invoice.
2. If you do not pay us on the due date agreed between us you will pay interest on the outstanding balance at the rate applicable to judgment debts (both before and after any court judgment);
3. £6 for each reminder letter, fax phone call and statement.