



SKIP HIRE – Terms and conditions

1.DEFINITIONS

1.1. “Customer” refers to the company or person that has requested the hire of Equipment from Future Fencing Ltd

1.2. “Equipment” means a skip, skip bag or any other item hired through Future Fencing Ltd

1.3. “Site” refers to where the Equipment is to be deposited at the request of the Customer.

1.4. “Owner(s)” and “Agent(s)” refers to the company or person that owns the Equipment and who acts for Future Fencing UK as its agent or subcontractor.

1.5. “Vehicle” refers to Future Fencing Ltd’s vehicle.

1.6. “Contract” means the contract for the hire of the Equipment.

2.PARTIES

The Parties to this Contract are the Customer and Future Fencing Ltd.

3.BASIS OF CONTRACT

3.1. Any quotation or estimate given by Future Fencing Ltd is an indication given in good faith and shall not become binding unless confirmed by Future Fencing Ltd in writing. Prices quoted are based on information available at the date of quotation

and Future Fencing Ltd reserves the right to vary prices at any time without notice prior to accepting an order from the Customer.

3.2. The Contract made between Future Fencing Ltd and the Customer incorporates and is subject to these conditions and constitutes the entire agreement between the Parties, superseding all previous agreements or arrangements between the Parties. No variation to these conditions shall be binding unless agreed in writing between Parties prior to the date of the Contract.

3.3. Future Fencing Ltd reserves the right to make any changes in the specification of the Equipment which are required to conform to any applicable safety or other statutory requirements.

3.4. The term of hire for any Equipment shall be between 7 days and 6 months unless agreed between the parties and shall be inclusive of the day of delivery. Future Fencing Ltd shall be entitled at its own discretion to leave the skip on site for longer and to collect the skip at any time having given the customer notice. Hire for long periods of time may be subject to additional charges of which the Customer shall be made aware as necessary.

3.5. Where the hire of Equipment is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 (as amended), the duration of the hire shall not exceed 6 months. Accordingly, the hire of any Equipment is not covered by the Consumer Credit Act 1974 (as amended).

3.6. Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Any provision which would be void under any consumer protection legislation or other legislation shall, to that extent have no force or effect.

4. EQUIPMENT USE WHILE ON HIRE ON PUBLIC LAND

4.1. If any Equipment delivered by Future Fencing Ltd or its Agents is to be placed in a location other than on private property the permission of the Highway Authority may be required under Section 139 Highways Act 1980. In such circumstances, the Owner will ordinarily organise the obtaining the permission.

4.2. In the event that the Owner obtains permission under section 139 of the Housing Act 1980, the Owner shall be responsible to ensure that the permission is correct and valid for the duration of the hire of the Equipment.

4.3. The Owner and Customer (as appropriate) will ensure the observation and performance at all times of all the conditions subject to which the aforesaid permission/license is granted and in particular, will ensure that the Equipment is properly lit throughout the hours of darkness.

4.4. The Customer will ensure that at the time of collection there is the space necessary around the Equipment to give the Vehicle sufficient access to effect collection and removal. In the event that it proves impracticable to deliver or collect Equipment because of inadequate access to the Equipment, the Customer shall be liable to pay Future Fencing Ltd the abortive delivery or collection costs incurred.

5. WARRANTIES GIVEN BY CUSTOMER FOR EQUIPMENT ON HIRE

The Customer warrants:

5.1. That it will take reasonable care of the Equipment, only use it for its proper purpose in a safe and correct manner, notify Future Fencing Ltd immediately after any loss and/or damage to the Equipment and keep the Equipment at all times in its possession and control.

5.2. Not to light fires in the Equipment nor to burn anything therein, nor to place any corrosive acid or noxious substance nor liquid cement or concrete in the Equipment.

5.3. Not to deposit in the Equipment Restricted Material which shall include (but not limited to) the following: Fridges/ Freezers, Mattresses, Tyres, Paint, Cans, TV's/ Monitors, Asbestos, Clinical/ Medical Waste, Florescent Tubes, Solvents, Liquids, Oil, Batteries, Plasterboard, Hazardous/ Toxic Material, Gas Cylinders, Carpets. Future Fencing will **NOT** under any circumstances take any of these listed items and will remove them back to the customer at the time of collection.

5.4.1. the waste material to be placed in the Equipment falls within the meaning of prescribed cases under Section 3 of the Control of Pollution Act 1974 (hereinafter referred to as the 1974 Act) and Regulation 4 of the Control of Pollution (Licensing of Waste Disposal) Regulation 1976 (hereinafter referred to as the 1976 regulations) and any subsequent Regulations issued by the Secretary of State for the Environment which are in force on the date of the removal of each loaded container; or

5.4.2. the requisite license has been issued under Section 5 of the 1974 Act; AND that the waste material to be removed or disposed of in the Equipment does not come within the definition of Hazardous Waste contained in the Hazardous Waste (England and Wales) Regulations 2005 and The List of Wastes (England) Regulations 2005.

5.5. That all activities undertaken by the Customer which may be subject to regulation by virtue of any applicable duty of care under Section 34 of The Environmental Protection Act (1990) or otherwise are fully compliant with the legislation and do not detrimentally affect the compliance of Future Fencing Ltd with the said legislation or in any way render Future Fencing Ltd liable under Section 33 of the said Act or otherwise liable.

5.6. That it will take adequate and proper measures to protect the Equipment from theft, damage and /or other risks and will return the Equipment in good working order and condition (fair wear and tear excepted.)

5.7. That it will not continue to use the Equipment where it has been damaged (other than usual wear and tear of the Equipment) and will notify Future Fencing Ltd immediately if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person.

5.8. To ensure that the Equipment is not filled above the level of the sides thereof. In the event that Future Fencing Ltd or its Agent is unable to collect the Equipment owing to overloading of the Equipment, the Customer shall pay to Future Fencing Ltd any abortive costs of collection incurred.

5.9. That if the Equipment is returned in a damaged, unclean and/or defective state (except where due to fair wear and tear), the Customer shall be liable to pay Future Fencing Ltd - (i) for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire and (ii) the hire charges until such repairs and/or cleaning have been completed.

5.10. That it will pay to Future Fencing Ltd the replacement cost on a new for old basis of Equipment which is lost, stolen and/or damaged beyond economic repair while on hire less the amount paid to Future Fencing Ltd under any policy of insurance taken out in accordance with these conditions. The Customer shall further pay to Future Fencing Ltd the hire charges for the Equipment until Future Fencing Ltd has been paid the amount representing the replacement cost of the Equipment.

5.11. That it will notify Future Fencing Ltd of any change of its address and upon request provide details of the location of the Equipment and permit Future Fencing Ltd at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated.

6. INDEMNITIES GIVEN BY THE CUSTOMER IN RELATION TO EQUIPMENT ON HIRE

6.1. The Customer agrees that it shall indemnify Future Fencing Ltd in respect of all losses suffered by Future Fencing Ltd as a consequence of:

6.1.1. The Customer requiring Future Fencing Ltd or its subcontractors to use Vehicles to deliver or collect the Equipment off road where damage is caused to the Vehicle, to the Equipment or to property of any third party or of the Customer and including damage to road margins and pavements unless the damage is caused by the negligence of the driver of the Vehicle.

6.1.2. Damage to or loss of the Equipment while on hire to the Customer which shall include damage howsoever caused but excepting fair wear and tear.

6.1.3. All claims for injuries to persons or damage to property arising out of use of the Equipment while on hire.

6.1.4. Any breach of these Conditions by the Customer.

6.2. The Customer shall indemnify Future Fencing Ltd for any surcharges charged by the Owner as a result of the Customer's use of the Equipment and disposal of waste therein.

7.LIMITATION OF LIABILITY OF SKIPHIRE UK

7.1. If Future Fencing Ltd is found to be liable in respect of any loss or damage to the Customer's property, the extent of their liability will be limited to the retail cost of replacement of the damaged property.

7.2. The Customer shall give Future Fencing Ltd a reasonable opportunity to remedy any matter for which Future Fencing Ltd is liable before the Customer incurs any costs and/or expenses in remedying in the matter itself. If the Customer does not do so, Future Fencing Ltd shall have no liability to the Customer.

7.3. Future Fencing Ltd shall have no liability to the Customer if any monies due in respect of the hire of Equipment has not been paid in full by the due date for payment.

7.4. Future Fencing Ltd shall have no liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against Future Fencing Ltd.

7.5. Future Fencing Ltd shall have no liability to the Customer for any consequential losses (including loss of profits and /or damage to goodwill), economic and /or other similar losses, special damages and other direct and indirect losses or for business interruption, loss of business or loss of opportunity.

7.6. Future Fencing Ltd shall use its reasonable commercial endeavours to ensure the Equipment arrives when the Customer requires delivery. Any approximate times given by Future Fencing Ltd are estimates only and shall not be liable for any delay in delivery of the Equipment howsoever caused. Time for delivery of the Equipment shall not be of the essence. Future Fencing Ltd shall not, in any event, be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Contract if the delay or failure is due to any cause beyond Future Fencing Ltd reasonable control.

7.7. Nothing in this Contract shall exclude or limit the liability of Future Fencing Ltd for death or personal injury due to its negligence or any other liability which it is not permitted to exclude or limit as a matter of law.

8.PRICE AND PAYMENT

8.1. The customer can pay by credit or debit card at the time of booking. Payment for the Equipment and all applicable delivery charges is in advance, based on the information provided by the Customer. In the event that there are any surcharges (such as overweight/overloaded skip charges, disposal of restricted items, etc.) or wasted journey charges, the Customer shall be liable to pay these fees and Future Fencing Ltd shall contact the Customer to arrange further payment.

8.2. Any payment made by the Customer shall be deemed conclusive proof of entitlement to payment for the relevant invoice(s) and shall be treated by the Customer as an admission accordingly.

8.3 Any or all payments made by the customer shall be deemed conclusive proof that the customer has agreed to these terms and conditions.

9.CANCELLATION AND REFUND

9.1. You may cancel your order for Equipment by giving us notice at any time before we start incurring any costs.

9.2. If you cancel an order under 9.1 and you have made any payments in advance for equipment that has not been delivered to you, Future Fencing Ltd shall refund those amounts to you less any card processing fees reasonably incurred.

10.TERMINATION BY NOTICE

10.1. If the period of hire has a fixed duration neither the Customer nor Future Fencing shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party. If the period of hire does not have a fixed duration either the Customer (subject to clause 9.1) or Future Fencing is entitled to terminate the Contract upon giving to the other party any agreed period of notice (if no period of notice has been agreed, the default notice period shall be 1 working days' notice in writing).

10.2. In the event that the Contract is terminated the Customer shall pay to Future Fencing Ltd without deduction or set-off any sums outstanding as at the date of

termination, or sums which fall due after termination which relate to the hire of the equipment (e.g. additional costs of removal of the Equipment or disposal).

11.RISK AND TITLE TO EQUIPMENT

11.1. Risk in the Equipment will pass immediately to the Customer when they leave the physical possession or control of Future Fencing Ltd or its Agent. Risk in the Equipment hired will not pass back to Future Fencing Ltd or its Agent from the Customer until the Equipment is back in the physical possession of Future Fencing Ltd or its Agent. This shall apply even if Future Fencing Ltd has agreed to cease charging for the hire of the Equipment.

11.2. Title in the Equipment hired remains at all times with the Owner. The Customer has no right, title or interest in the Equipment except that it is hired to the Customer. The Customer must not deal with the title or any interest in the Equipment hired. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, exercising a lien and/or lending.

12.GENERAL

12.1. If any term or provision in these conditions shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Conditions but the validity and enforceability of the remainder of these Conditions (amended as necessary) shall not be affected.

12.2. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

12.3. The Contract shall be governed by the Laws of England and the Customer and Future Fencing Ltd hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

12.4. In any legal proceedings between Future Fencing Ltd and the Customer the written confirmation of the duly authorised representative of Future Fencing Ltd as to date of delivery of the Equipment and the date of its collection by Future Fencing Ltd or their Agent shall be conclusive evidence of the facts stated therein.