

# **CONDITIONS FOR SUPPLY OF SKIPS AND CONTAINERS AND FOR THE DISPOSAL OF THE CONTENTS OF THE SKIPS AND CONTAINERS**

## 1. Definitions

### 1.1 In these Conditions:

"Contract" means the contract between Peak Waste Recycling Ltd. and the Customer for the supply of the Services, subject to these Conditions;

"Customer" means any person, firm or company hiring Skips or containers from Peak Waste Recycling Ltd. including the Customer's agents, employees, contractors and any other person acting on the Customers behalf;

"Description" means the description of the waste(s) for which a Skip is stated to be suitable on Peak Waste Recycling Ltd.'s website at the time of the Customer's order;

"Services" means the supply by Peak Waste Recycling Ltd. of the Skips and/or disposal of the contents of the same subject to these Conditions; and

"Skip" includes skips and containers;

## 2. About Peak Waste Recycling Ltd.

2.1 Peak Waste Recycling Ltd. Limited is a company registered in England and Wales with registration number 01587329 and whose registered office and business address is at Wood Lane Kniveton, Ashbourne, Derbyshire DE6 1JL

2.2 Peak Waste Recycling Ltd.'s VAT registration number is 354419648. Peak Waste Recycling Ltd.'s contact details are [info@peakwaste.com](mailto:info@peakwaste.com) and 01335 342276.

2.3 Any complaints in relation to the Contract should be sent in writing to Peak Waste Recycling Ltd. at the above address.

2.4 The Contract may be performed by Peak Waste Recycling Ltd. and/or any third party engaged by Peak Waste Recycling Ltd. to do so. Accordingly, references to Peak Waste Recycling Ltd. in these Conditions include any third party performing services (including) delivering and/or removing a Skip on behalf of Peak Waste Recycling Ltd..

## 3. Your Status

3.1 By Placing an order through Peak Waste Recycling Ltd.'s website, the Customer warrants that:

3.1.1 the Customer is legally capable of entering into binding contracts;

3.1.2 the Customer is at least 18 years old (where an individual);

3.1.3 the Customer is resident or incorporated in the United Kingdom; and

3.1.4 the Customer is accessing Peak Waste Recycling Ltd.'s website from the United Kingdom.

## 4. Basis of Contract

4.1 All agreements for the supply of the Services between Peak Waste Recycling Ltd. and

the Customer are governed by these Conditions to the exclusion of all other terms and conditions. These conditions supersede all previous terms, conditions, arrangements and/or agreements between Peak Waste Recycling Ltd. and the orders placed by the Customer leading to a contract which is not expressed to be subject to these Conditions shall still be subject to them. No variations of these Conditions shall be binding on Peak Waste Recycling Ltd. unless the variation is in writing and signed by a director of Peak Waste Recycling Ltd. on its behalf.

4.3 Peak Waste Recycling Ltd.'s quote is an offer to the Customer to provide Services on these terms set out in these Conditions. Peak Waste Recycling Ltd.'s quote is accepted and a contract is formed when the Customer places an order for the Services. The Customer is responsible for the accuracy of any order placed. Once the Customer has placed an order, Peak Waste Recycling Ltd. will issue confirmation of order (usually by email).

4.4 The waste contained in the skip at the customers address will remain the customers property until the skip has been fully paid for.

#### 5. Customer's Right to Cancel

5.1 If the Customer is contracting as a consumer, the Customer has a statutory right to cancel the Contract for any reason and receive a full refund. The Customer will receive a full refund (or credit) of the price paid (or payable) for the Services in accordance with Peak Waste Recycling Ltd.'s refunds policy (set out in clause 8).

5.2 To cancel the Contract, the Customer must inform Peak Waste Recycling Ltd. in writing. The Customer may do so using the email business address at clause 2.2.

5.3 This provision does not affect your other statutory rights as a consumer.

5.4 If the Customer cancels this Contract under this clause 5, it shall have no further recourse against Peak Waste Recycling Ltd. under this Contract.

#### 6. Price and Payment

6.1 The price for the Services will be as quoted on Peak Waste Recycling Ltd.'s website and accepted by the Customer placing an order for the Services, (except in cases of obvious error). Prices include VAT. Unless otherwise stated.

6.2 Payment of the price is required upon the Customer's placing an order. Payment must be by credit or debit card. Peak Waste Recycling Ltd. may charge the Customer's credit or debit card at any time following receipt of the Customer's order.

6.3 Peak Waste Recycling Ltd.'s prices are liable to change at any time but will not affect orders already placed by the Customer.

6.4 If the pricing error is obvious and unmistakable and could have been reasonably recognised by the Customer as an error, Peak Waste Recycling Ltd. does not have to provide the Services to the Customer at the incorrect (lower) price.

6.5 Peak Waste Recycling Ltd.'s quotes are valid until the relevant page on Peak Waste

Recycling Ltd.'s website times out or is otherwise no longer available.

## 7. Delivery

7.1 Skips will be delivered by Peak Waste Recycling Ltd. on the date specified in the Customer's order. Skips will be removed by Peak Waste Recycling Ltd. on such date as the Customer and Peak Waste Recycling Ltd. agree (subject to Peak Waste Recycling Ltd. having the right at any time to remove a Skip by giving the Customer 48 hours written notice).

7.2 If Peak Waste Recycling Ltd. is unable to deliver a Skip on the date specified in the Customer's order and the Customer and Peak Waste Recycling Ltd. do not agree an alternative date for delivery, the Contract shall be automatically cancelled.

## 8. Refunds

8.1 If the Customer cancels a, Peak Waste Recycling Ltd. will process the refund due to the Customer as soon as possible and, in any case, within 30 days of the day on which the Customer gives notice of cancellation. Peak Waste Recycling Ltd. will refund the price of the Services in full.

8.2 Peak Waste Recycling Ltd. will refund any money received from the Customer, usually by the same method originally used by the Customer to pay for the order.

## 9. Customer's Obligations

9.1 If a Skip is to be placed on a highway the Customer must at all times during any hire period ensure that:

9.1.1 the Customer has prior written permission from the relevant Highway Authority before the Skip is deposited on the highway and is able to produce evidence of such permission on request by Peak Waste Recycling Ltd.;

9.1.2 the Skip is clearly marked with reflecting or fluorescent material (which shall be kept clean) and lit by lamps placed against or on each corner of the Skip during hours of darkness;

9.1.3 the Skip is removed from the site when full and that the Skip is not overloaded;

9.1.4 at least three traffic cones are placed in an oblique line along the approach side of the Skip starting at the kerbside and ending alongside the off-side approach corner; and

9.1.5 the highway in the immediate vicinity of the Skip is kept in a clean and tidy condition and that the highway is not obstructed by any materials which should properly have been deposited in the Skip.

9.2 The Customer must properly direct Peak Waste Recycling Ltd.'s driver to the place where the Skip is to be deposited for the duration of the hire period. The Customer will be responsible for ensuring that Skips are not positioned so as to obstruct access to premises, manhole covers, surface water drains, footpaths and the like or any other type, nuisance or annoyance or danger to the public. Peak Waste Recycling Ltd. will be under no obligation to deposit the Skip on or remove a Skip from any place other than a highway. The Skip may not be removed or repositioned from the place of deposit without the prior written consent of Peak

Waste Recycling Ltd..

9.3 The Customer will allow (and/or procure) sufficient access to Peak Waste Recycling Ltd. to allow it to deliver and remove Skips. The Customer will ensure that the site where the Skip is to be deposited during the hire period is cleared and prepared before the date for delivery.

9.4 Skips supplied by Peak Waste Recycling Ltd. shall not be lifted by crane or other lifting device without the use of a suitable cradle, or written consent and certification from Peak Waste Recycling Ltd. that the Skip so supplied is suitable for lifting.

9.5 Without prejudice to clause 9.16 the Customer will be liable to reimburse Peak Waste Recycling Ltd. for delays in delivering or removing the Skip caused by the Customer's default at the charge rate current at the date of delivery or removal (as the case may be) subject to an allowance of 15 minutes from the arrival at the place of deposit or removal by Peak Waste Recycling Ltd..

9.6 The Customer must order a skip that is suitable for the type of waste(s) to be deposited in the Skip. Peak Waste Recycling Ltd.'s website contains details of the type of waste(s) that can be deposited in each type of skip. The Customer must identify in writing to Peak Waste Recycling Ltd. any hazards or potential hazards or difficulties relating to the waste (whether or not such hazards or difficulties are apparent on inspection) to enable Peak Waste Recycling Ltd. to deal with and dispose of the waste in a safe and proper manner. The Customer warrants that waste deposited in the Skip for disposal by Peak Waste Recycling Ltd. corresponds with the Description.

9.7 The Customer warrants that he will not deposit or permit to be deposited in the Skip any waste of the following description without first having obtained the prior written consent of Peak Waste Recycling Ltd.:

9.7.1 Hazardous Waste (as defined by The Hazardous Waste Regulations 2005 and the List of Waste Regulations 2005); or

9.7.2 dangerous, hazardous, toxic, explosive, inflammable or other similar substance or materials.

9.8 Where Peak Waste Recycling Ltd. gives its prior written consent to the deposit of Hazardous waste the Customer is responsible for ensuring that the provisions contained in Section 62 of the Environmental Protection Act and The Hazardous Waste Regulations 2005 and the List of Waste Regulations 2005 (or any subsequent modification or re-enactment thereof) are fully complied with.

9.9 In the event of Peak Waste Recycling Ltd. discovering or becoming aware that waste has been deposited in the Skip which does not correspond with the Description or to which Peak Waste Recycling Ltd. has not given its consent (as required by clause 9), Peak Waste Recycling Ltd. may take such action as it considers necessary and appropriate in the circumstances to deal with or dispose of such waste in accordance with the law including

(without limitation) returning the waste to the Customer and notifying the relevant Disposal Authority (or other appropriate regulatory or supervisory body) of any breach of any statutory provision or other duty for which Peak Waste Recycling Ltd. believes the Customer is responsible. In addition, if Peak Waste Recycling Ltd. agrees to dispose of such waste, the Customer will immediately pay to Peak Waste Recycling Ltd. a sum equal to the difference between (i) the price paid or payable by the Customer for the Services ordered by the Customer and (ii) the price that would have been payable by the Customer had the Customer ordered a skip with a Description that includes the waste(s) deposited by the Customer, if required by Peak Waste Recycling Ltd.. Further, the Customer shall indemnify Peak Waste Recycling Ltd. for any and all additional costs and expenses incurred by Peak Waste Recycling Ltd. in dealing with and/or disposing of such waste.

9.10 The Customer shall ensure that fires are not lit in the Skip and that if fires are lit the Customer will be liable for all damage caused as a result thereof.

9.11 Unless otherwise agreed in writing Peak Waste Recycling Ltd. will dispose of the contents of the Skip provided that the contents correspond with the relevant Description and (where appropriate) have been loaded and sheeted by the Customer in a safe and transportable manner. Peak Waste Recycling Ltd. may (but shall not be obliged to) dispose of the contents of a skip in any other circumstances.

9.12 Peak Waste Recycling Ltd. may, at its discretion, refuse to lift or remove any Skip which it considers is overloaded or would be hazardous to transport. In this event the Customer will be responsible for re-loading the Skip and having such extra Skips as may be necessary in Peak Waste Recycling Ltd.'s opinion to deal with the load or to make the load safe to transport and without prejudice to clause 9.16 the Customer shall indemnify Peak Waste Recycling Ltd. for any and all additional costs and expenses incurred by Peak Waste Recycling Ltd. including the costs of any abortive journey.

9.13 The Skip shall remain the property of Peak Waste Recycling Ltd. at all times. However, Customer accepts that it has custody and control of the Skip and shall take reasonable care of it whilst at the Customer's location, and accepts responsibility for all loss or damage to the Skip (except for loss or damage resulting from Peak Waste Recycling Ltd. negligent handling of the equipment and fair wear and tear) and for its contents while in the Customer's custody end control.

9.14 Customer shall inform Peak Waste Recycling Ltd. immediately (by telephone and then confirm in writing) if any Skip is lost, damaged (fair wear and tear excepted) or defaced in any way.

9.15 Where Peak Waste Recycling Ltd. is directed to deliver or remove the Skip on or from a site which is off a highway, Peak Waste Recycling Ltd. shall be under no liability whatsoever to the Customer for any damage however caused whilst Peak Waste Recycling Ltd.'s vehicle

is off the highway other than such as might have been caused by the negligence of Peak Waste Recycling Ltd.. The Customer shall keep Peak Waste Recycling Ltd. indemnified against any claim or demand for any such damage which would not have arisen had Peak Waste Recycling Ltd. not been so directed. The Customer will indemnify Peak Waste Recycling Ltd. for any and all damage to Peak Waste Recycling Ltd.'s vehicle or the Skip which would not have occurred had Peak Waste Recycling Ltd. not been so directed and which is not due to Peak Waste Recycling Ltd.'s negligence.

9.16 The Customer shall indemnify and keep indemnified fully and effectively Peak Waste Recycling Ltd. at all times from and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever and howsoever arising which may be taken or made against Peak Waste Recycling Ltd. or be incurred or become payable by Peak Waste Recycling Ltd. as a result of any breach by the Customer of any of these Conditions.

9.17 If the Customer's payment is not made before delivery then, without prejudice to any other right or remedy available to Peak Waste Recycling Ltd., Peak Waste Recycling Ltd. shall be entitled to immediately cancel the Contract or suspend any further services to the Customer.

#### 10. Warranties and limits on liability

10.1 Peak Waste Recycling Ltd. warrants that the Services will be supplied with reasonable skill and care. Except where the Services are supplied to a person dealing as a consumer, the warranty provided by Peak Waste Recycling Ltd. in this clause 10.1 is in lieu of all other warranties.

10.2 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.3 Peak Waste Recycling Ltd. shall accept liability to the Customer for the injury to or death of person caused by the negligence or wilful misconduct of Peak Waste Recycling Ltd..

10.4 Peak Waste Recycling Ltd.'s total liability (including, without limitation, in respect of any contractual breach or representation, statement or tortious act or omission) arising under or in connection with this Contract (a "Default") shall not exceed the total sums paid or payable by the Customer to Peak Waste Recycling Ltd. in respect of the part of the Services to which the Default relates.

10.5 Peak Waste Recycling Ltd. shall not be liable to the Customer for any:

10.5.1 indirect or special loss or damage;

10.5.2 consequential loss or damage;

10.5.3 loss of reputation or loss of goodwill);

10.5.4 loss of business, contracts, opportunity or production; or

10.5.5 loss of profits.

10.6 The Customer shall be under a duty to mitigate any loss, damage, costs or expenses

that it may suffer.

10.7 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.

10.8 The limitations in this Contract are necessary in order to allow Peak Waste Recycling Ltd. to provide the Services at its prices. If the Customer requires greater protection than Peak Waste Recycling Ltd. will agree to modify the limitations in return for the payment of a higher price for the Services.

10.9 Peak Waste Recycling Ltd. shall have no liability to the Customer for any delay in performance of this Contract (other than in relation to payment) to the extent that such delay is due to any events outside Peak Waste Recycling Ltd.'s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If Peak Waste Recycling Ltd. is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

10.10 Despite the other provisions of these Conditions, nothing in these Conditions shall limit or exclude the liability of Peak Waste Recycling Ltd. to the extent that such liability cannot be limited or excluded as a matter of law.

## 11. Confidential Information

11.1 Each party shall keep strictly confidential all information concerning the business and affairs of the other obtained from the other either pursuant to this Contract or prior to and in contemplation of it, shall use the same exclusively for the purposes of this Contract, and shall disclose the same only to those of its directors and employees to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Contract.

11.2 The obligations of clause 11.1 above shall survive the termination of the Contract but shall not apply to any information which: the recipient can demonstrate was already in its possession and at its free disposal prior to receipt under the circumstances mentioned at clause 11.1; is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party; or enters the public domain through no act or default of the recipient, its agents or employees.

## 12. General

12.1 The Customer may not assign or subcontract any of its rights or obligations or mortgage, charge (otherwise than by floating charge) or otherwise deal with any of its rights under this Contract without the prior written consent of Peak Waste Recycling Ltd.. Peak Waste Recycling Ltd. may assign any or all of its rights and obligations under this Contract or

mortgage, charge or otherwise deal with any of its rights under the Contract without the consent of the Customer. Peak Waste Recycling Ltd. may subcontract or engage a third party to perform any part of the Contract without the consent of the Customer.

12.2 Each party acknowledges that, in entering into this Contract, it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Contract and all conditions, warranties or other terms implied by statute or common law are excluded.

12.3 This condition shall only apply to the extent permitted by law. Nothing in these Conditions shall affect the Customer's rights under law (where the Customer is a consumer), on which please contact the Citizens Advice Bureau for further information.

12.4 The Contract may be terminated by the parties' mutual agreement and, in any event, shall remain in force no longer than 12 months from the date of the Customer's order.

12.5 Any notice required or permitted to be given by either party to the other shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.6 No waiver by Peak Waste Recycling Ltd. of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.7 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.8 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 or similar legislation to enforce any term of the Contract.

12.9 The Contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

**WARNING:** It is a criminal offence under Section 139 and Section 140 of the Highways Act 1980 to fail to light a Skip properly during the hours of darkness, to fail to remove a Skip as soon as practicable after it has been filled and to fail to comply with any condition which the Highway Authority may place on the granting of any permission to place a Skip on a highway.