

# Terms & Conditions of Camo Ltd t/a Simply Waste Solutions

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## 1. Definition of Use and General

- 1.1 'Customer' refers to the company or person that has requested the hire of Equipment from 'The Contractor' or wishes to purchase Equipment.
- 1.2 'Equipment' refers to skips, containers, plant or goods that have been hired / purchased through the Contractor.
- 1.3 'Site' refers to where the Equipment is to be deposited at the request of the Customer.
- 1.4 'Owner/s' refers to the company or person that owns the Equipment.
- 1.5 'Vehicle' refers to the Owners vehicle.
- 1.6 'Contract' means the Contract for the purchase and sale of the Equipment or the hire of the Equipment.
- 1.7 'Contractor' refers to the Contractor Camo Ltd t/a Simply Waste Solutions
- 1.8 The parties to this Contract are the Customer and "Contractor" Camo Ltd t/a Simply Waste Solutions, 22 Wycombe End, Beaconsfield HP9 1NB.

## 2. Basis of the Contract

- 2.1 Any quotation or estimate given by the Contractor is an indication given in good faith and shall not become binding unless confirmed by the Contractor in writing.
- 2.2 All prices quoted are based on information available at the date of quotation and the Contractor reserves the right to vary prices at any time without notice prior to accepting an order from the Customer.
- 2.3 The Contract made between the Contractor and the Customer shall incorporate and be subject to these conditions. No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Contractor prior to the date of the Contract.
- 2.4 The Contractor reserves the right to make any changes in the specification of the Equipment which are required to conform with any applicable safety or other statutory requirements.
- 2.5 The term of hire for any Equipment is strictly 10 days, inclusive of the day of delivery. Hire in excess of 10 days is only acceptable with the Contractor's written permission and will incur additional hire charges.
- 2.6 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 3 months. Accordingly the hire of any Equipment is not covered by the Consumer Credit Act 1974 (as amended).
- 2.7 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.

## 3. Equipment Use while on Hire where not located on private property

The Customers undertakes with respect to all Equipment delivered by the Contractor to be placed other than on private property:

- 3.1 That the permission of the Highway Authority has been duly obtained under Section 139 Highways Act 1980 ( Skip permit obtained).
- 3.2 That the said permission will be kept in force by the extension or renewal of a license as necessary until either the Equipment is removed or until the expiry of 3 working days after notice is received by the Contractor to remove the container.

3.3 That they 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

3.4 That they will not remove the Equipment from the place where it is deposited without first obtaining both the written permission of the Highways Authority and The Contractor.

3.5 That they will ensure that at the time of collection there is a clear space at one end of the Equipment of not less than thirty feet 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 the Contractor the abortive delivery or collection costs incurred.

3.6 Unless specifically otherwise agreed in writing that the Customer shall provide three marker cones by day and three cones plus six yellow lights on the Equipment during the hours of darkness as required by the Highways Act 1980 if the Equipment is placed on the Public Highway (including grass verges and footpaths or pavements) or anywhere else where damage to property or injury to third parties is reasonably foreseeable.

#### **4. Warranties given by Customer for Equipment on Hire**

The Customer warrants:

4.1 That the Customer will take reasonable care of the Equipment and only use it for its proper purpose in a safe and correct manner and will notify The Contractor immediately after any loss and/or damage to the Equipment.

4.2 That the Customer will take adequate and proper measures to protect the Equipment from theft, damage and /or other risks.

4.3 That the Customer will notify the Contractor of any change of its address and upon request provide details of the location of the Equipment and permit the Contractor at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated.

4.4 That the Customer will keep the Equipment at all times in its possession and control and will not remove the Equipment from the United Kingdom without the prior written consent of the Contractor.

4.5 That the Customer will not continue to use the Equipment where it has been damaged and will notify The Contractor immediately if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person.

4.6 That the Equipment will be returned by the Customer in good working order and condition (fair wear and tear excepted)

4.7 That 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

4.8 That the requisite license has been issued under Section 5 of the 1974 Act; AND

That 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.

4.9 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 The Contractor with the said legislation or in any way render The Contractor liable under Section 33 of the said Act or otherwise liable.

4.10 NOT TO LIGHT FIRES in the Equipment nor to burn anything therein

4.11 Not to place any corrosive acid or noxious substance nor liquid cement or concrete in the Equipment.

4.12 To ensure that the Equipment is not filled above the level of the sides thereof. In the event that the Contractor are unable to collect the Equipment owing to overloading of the Equipment, the customer shall pay to the Contractor the abortive costs of collection incurred by the Contractor.

4.13 Not to deposit in the Equipment Restricted Material which shall include the following:

- Fridges/Freezers
- Tyres
- PaintCans
- TV's/Monitors
- Asbestos
- Clinical/MedicalWaste
- FlorescentTubes
- Solvents
- Liquids
- Oil
- Batteries
- Plasterboard
- Hazardous/ToxicMaterial
- Gas Cylinders

(Surcharges will apply where any of these items have been deposited without the prior permission of the Contractor or the Owner)

4.14 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 The Contractor for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire and the Customer will continue to pay the hire charges until such repairs and/or cleaning have been completed.

4.15 That the Customer will pay to The Contractor 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 The Contractor under any policy of insurance taken out in accordance with these conditions. The Customer shall further pay to the Contractor the hire charges for the Equipment until the Contractor has been paid the amount representing the replacement cost of the Equipment.

#### **5. Indemnities given by Customer in relation to Equipment on hire**

The Customer agrees that it shall indemnify the Contractor in respect of all losses suffered by the Contractor as a consequence of

5.1 The Customer requiring The Contractor or its sub contractors 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.

5.2 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.

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

5.4 Any breach of these Conditions by the Customer

#### **6. Limitation of Liability of The Contractor**

6.1. All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

6.2 If the Contractor is found to be liable in respect of any loss or damage to the Customers property, the extent of their liability will be limited to the retail cost of replacement of the damaged property.

6.3 The Contractor 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.

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

6.5 The Contractor 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 Customers insurers waive any and all rights of subrogation they may have against the Contractor.

6.6 The Contractor 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 indirect losses or for business interruption, loss of business or loss of opportunity.

6.7 The Contractor shall use its best endeavours to ensure the Equipment arrives when the Customer requires delivery. Any approximate times given by the Contractor are estimates only and the Contractor 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 unless previously agreed in writing by the Contractor.

6.8 The Contractor 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 The Contractors reasonable control.

6.9 Nothing in this Contract shall exclude or limit the liability of the Contractor 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.

6.10 Where Equipment is sold under a consumer transaction (as defined by the Consumer Transactions Restrictions on Statements Order 1976) the statutory rights of the Customer are not affected by these Conditions.

## **7. Price and Payment**

7.1 The price quoted by the Contractor is exclusive of VAT and any other taxes and the cost of delivery and any other matters all of which may be charged in addition. In the event of any variation to the order placed by the Customer, The Contractor shall be entitled to adjust the price to reflect the costs involved and to adjust delivery dates as appropriate.

7.2 The Contractor shall be entitled to bring an action for the price or for part of the price whether or not, in the case of contracts for the sale of Equipments, the ownership in the Equipment has passed.

7.3 Payment is to be made by the Customer in credit / debit unless a credit account has been opened. Where the Contractor agrees to open a credit account for the Customer, payment must be made within 30 days of date of invoice. In the case of any Contract for the hire of Equipment, The Contractor may also require an initial payment on account in advance of delivery of the Equipment.

7.4 The Contractor shall be entitled in its absolute discretion to withdraw credit at any time and to refrain from delivering Equipment until payment is received together with any outstanding amounts which may be due to The Contractor on any account whatsoever. The Contractor reserves the right to terminate or suspend any Contract for the hire of Equipment if allowing it to continue would result in the Customer exceeding its credit limit or if the credit limit is already exceeded.

7.5 Time for payment shall be of the essence of the Contract. If the Customer fails to make any payment by the due date or, in the case of 7.5.1 if there is any other evidence that the Customer is insolvent, then without prejudice to any other rights or remedies of the Contractor, the Contractor shall be entitled to:

7.5.1 Terminate the Contract and/or suspend any further deliveries to the Customer

7.5.2 Charge the Customer interest (both before and after Judgment) on the amount unpaid at the rate prescribed by the Late Payment of Commercials Debts (Interest) Act 1998.

7.6 In the event that The Contractor issues legal proceedings for the recovery of debt due to it, the Customer hereby agrees to indemnify The Contractor in respect of all legal costs incurred with The Contractor's solicitors on a solicitor and own client basis.

7.7 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. Termination by Notice (Applicable to Contracts for the Hire of Equipment only)**

8.1 If the period of hire has a fixed duration neither the Customer nor The Contractor shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

8.2 If the period of hire does not have a fixed duration either the Customer or The Contractor is entitled to terminate the Contract upon giving to the other party any agreed period of notice.

8.3 If no period of notice has been agreed or specified the Customer or The Contractor shall be entitled to terminate the hire of the Equipment by giving not less than 3 days notice in writing to the other party.

## **9. Default**

If the Customer:

9.1 Fails to make any payment to the Contractor when due.

9.2 Breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied.

9.3 Persistently breaches the terms of the Contract.

9.4 Provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract

9.5 Pledges, charges or creates any form of security over any Equipment on hire or ceases or threatens to cease to carry on business or proposes to compound with its Creditors, applies for a interim moratorium in respect of claims and/or proceedings or has a Bankruptcy Petition presented against it, or being a company, enters into Voluntary or Compulsory Liquidation, has a Receiver, Administrator or Administrative Receiver appointed over all or any of its assets, any Attachment Order is made against the Customer or any distress execution or other legal process is levied on any property of the Customer.

9.6 Appears to The Contractor due to the Customers credit rating to be financially inadequate to meet its obligations under the Contract.

9.7 Appears reasonably to the Contractor to be about to suffer any of the above events.

Then the Contractor shall have the right without prejudice to any other remedies to exercise any or all of the rights set out in Clause 9.8 below.

9.8 If any of the events set out in Clauses 9.1 9.7 inclusive occur in relation to the Customer then :

9.8.1 The Contractor may enter, without prior notice any premises of the Customer (or premises of third parties with their consent) where Equipment on hire is located and repossess the Equipment.

9.8.2 The Contractor may withhold further performance of the Contract.

9.8.3 The Contractor may cancel, terminate and/or suspend without liability to the Customer the Contract and /or any other Contract with the Customer.

9.8.4 All monies owed by the Customer to The Contractor shall immediately become due and payable.

9.8.5 Any repossession of Equipment on hire shall not affect the Contractor's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any prior breach.

9.9 Upon termination of the Contract the Customer shall immediately return Equipment to The Contractor or make the Equipment available for collection by the Contractor and shall pay all arrears for hire charges and any other sums payable under the Contract.

## **10. Risk and title to Equipment (applicable to Contracts for the sale of goods only)**

10.1 Risk of damage to or loss of the Equipment shall pass to the Customer when the Equipment is delivered to the Customer.

10.2 Notwithstanding delivery and the passing of risk in the Equipment or any other provision of these Conditions, the property in the Equipment shall not pass to the Customer until The Contractor has received in cash or cleared funds payment in full of both the price of the Equipment and the price of all other Equipment agreed to be sold by The Contractor to the Customer for which payment is then due.

10.3 Until such time as the property in the Equipment passes to the Customer (and providing the Equipment is still in existence and has not been resold), The Contractor shall be entitled at any time to require the Customer to deliver up the Equipment or (at The Contractors option) The Contractor shall be entitled (and the Customer hereby irrevocably authorises The Contractor) to enter upon any premises of the Customer or their agent where the Equipment is stored and to repossess the Equipment.

## **11. Risk and Title to Equipment (applicable to Contracts for the hire of Equipment only)**

11.1 Risk in the Equipment will pass immediately to the Customer when they leave the physical possession or control of the Contractor or their agent.

11.2 Risk in the Equipment hired will not pass back to the Contractor from the Customer until the Equipment is back in the physical possession of the Contractor or its agent. This shall apply even if the Contractor has agreed to cease charging for the hire of the Equipment.

11.3 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.

11.4 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.

11.5 The Contractor may provide insurance in respect of the Equipment hired at additional cost to the Customer. Alternatively, the Contractor may require the Customer to insure that the Equipment on such reasonable terms and for such responsible risk as the Contractor may specify. The proceeds of any such insurance shall be held by the Customer in trust for the Contractor and be paid to the Contractor on demand. The Customer must not compromise any claim in respect of the Equipment and/or any associated insurance without the written consent of the Contractor.

## **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 shall not be affected.

12.2 The waiver by or failure of the Contractor in insisting in any one or more cases upon the performance of any provision of these Conditions shall not be construed as a waiver of The Contractors rights to future performance of such provisions and the Customers obligations in respect of future performance shall continue in full force and effect.

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

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