



## Conditions of Hire/Services 2017

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1. Customers shall provide adequate warning lights on containers left on the public highway or any place they are likely to cause damage or injury to third parties during the hours of darkness and they shall also ensure the level and safe loading (and in particular the even distribution of weight) of materials into the containers. Customers shall also ensure that containers are not overloaded, whether by volume or weight
2. The customer warrants as a term of this contract that he has lawfully obtained every necessary permission or licence from the authority which may be required in connection with the use of containers supplied under this contract.
3. Customers requesting or ordering vehicles delivering or collecting to leave the public highway shall reimburse us in respect of any loss, costs, claims, damages or expenses we may thereby sustain whether as a result of damage to the Vehicles themselves or the property of customers or third parties.
4. The customer shall allow the equipment to be safely placed and operated and shall ensure that the collection vehicles have free access to the equipment.
5. Where possible, services will always be arranged to suit the customer. If a scheduled collection is not made please advise us and we will ensure the collection is carried out the next working day or sooner if possible. We reserve the right not to collect waste if the customer's account is in arrears or due to circumstances beyond the carrier's reasonable control.
6. Cost of repair or replacement (if deemed irreparable) will be charged for any damage to the skip whilst under the responsibility of the customer. Customers shall reimburse us in respect of any loss or damages to the equipment whilst on hire to them from whatever cause the same may arise (except fair wear and tear). They shall also fully indemnify us in respect of any claims for injury to persons or property arising out of the use of the containers howsoever the same may be caused or arise.
7. In the event of termination of arrangements all amounts due to the time of termination are payable on demand.
8. Unless previously notified to us the Waste Producer warrants that the waste described does not contain any special waste or any concentrations of any explosive, highly flammable, noxious, poisonous or polluting substance. Any significant change in the nature and description of the waste will be notified to the McGrath Group, in advance of any collection. Due regard must also be given by the Waste Producer to the Control of Substances Hazardous to Health Regulations, 1988.
9. It is the McGrath Group policy to issue tickets for all deliveries/collections and a signature will be obtained providing it is freely available. If a signature is not obtained the customer will accept the record kept by the carrier as being adequate proof of service.
10. The owner can accept no responsibility for failure to supply or for delay in supplying vehicles which may be due directly or indirectly to any cause or circumstances beyond his control or any unforeseen or abnormal condition.

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- 11.** Unless otherwise agreed by the owner in writing these terms and conditions shall apply to all orders placed with us. Any stipulations or conditions contained in a customer's order form which would conflict with any of these terms and conditions or in any way qualify or negative the same shall be deemed to be inapplicable to any order with us.
- 12.** Any waste deemed as hazardous by an absolute or mirror entry in the European Waste Catalogue must not be placed in the containers unless by prior written agreement with the McGrath Group.
- 13.** Material for deposit at the McGrath Group sites will only be accepted from registered waste carriers and must be accompanied by a controlled waste transfer note that holds all the information required as stated in The Waste (England and Wales) Regulations 2011.
- 14.** The McGrath Group reserves the right to refuse any materials which it considers to be objectionable or unsuitable for deposits at its sites.
- 15.** All materials are sold on the basis that the type and weight or quality is as stated on the conveyance note. The McGrath Group will not accept any responsibility once the materials have been discharged and accepted by the onsite signatory.
- 16.** The time allowed for loading/unloading is 30 minutes. If the vehicle is kept waiting longer than this the McGrath Group reserves the right to charge waiting time to the customer.
- 17.** The McGrath Group reserves the right to charge the customer for all costs incurred as a result of a cancellation or variation of the whole or substantial part of an order, together with loss of profit and all other consequential loss. This applies to waste collection/recycling services and material orders.
- 18.** The maximum rental period is 14 days. It is the responsibility of the customer to request the collection within this time and failure to do so could result in an unannounced collection.
- 19.** The McGrath Group reserves the right to charge customers additional rental for hire that exceeds the maximum rental period allowed. Details of charging rates are available on request.
- 20.** Full replacement costs will be charged for loss of containers whilst under the responsibility of the customer.
- 21.** Please ensure you agree with all waste type descriptions on all Duty of Care documentation before signing as a signature is confirmation of your agreement.