

**CONDITIONS OF CONTRACT
FOR HIRING DICKINSON'S HIGHWAY CONTAINERS**

- (1) It is the responsibility of the HIRER to ensure that cones and lamps are correctly positioned and that all lamps are illuminated during the hours of darkness.
- (2) Skips must NOT be overloaded or left in an unsafe condition at any time.
Loading to be level with the sides of the skip, allowing a slight 'round' in the middle for normal loaded materials. No fires, fridge/freezers, tyres, asbestos or hazardous substances.
Heavy materials, i.e. soil, clay etc., must be loaded 'flat' level with the sides subject to a maximum load as per above. (i.e. heavier materials such as clay would weigh approximately 35 cwt. per Cu. Yd.)
- (3) Drivers have instructions to position skips in accordance with Sections 31 and 32 of The Highway Act 1971 and Department of Environment circular 64/71 i.e.
No skip to be positioned within 15 metres of any road junction.
No skip to be positioned where a Traffic Order is in existence.
No skip to be positioned whereby passage of other vehicles is prevented.
No skip to be positioned whereby pedestrian passage is restricted.
No fires to be lit in skips.
- (4) Skips are to be filled as soon as possible after delivery and notification given for the removal, thereby avoiding unnecessary restriction to the highway.
Skips positioned on drives only at Hirers risk - no liability for any damaged caused will be accepted.
Skips damaged by Hirer will be charged accordingly.
- (5) For any account not settled within 1 month from the date of invoice credit facilities will be suspended and bank interest will be charged.

PLEASE NOTE, failure to observe the above Conditions could lead to Prosecution of the HIRER for 'Aiding and Abetting' in the committing of an offence against the Highways Act. Sections 31 and 32 1971.

CONDITIONS OF USE

1. (i) "The Company" shall be defined as J. Dickinson & Sons (Horwich) Ltd.
(ii) "The Hirer" shall be defined as the Company, firm or individual placing the order for hire with the Company. Obligations under this agreement shall extend to any other Company, firm or individual taking delivery of the skip container which expression shall specifically include the owner of any land or premises upon which the skip/container is placed. It is the Hirer's sole obligation to advise such third parties of this Condition and its import.
2. The Hirer accepts full and sole responsibility (which shall include the payment of any permit or other fee) for obtaining all necessary permits where necessary from any Local Authorities or other statutory bodies in respect of the position of any skip/container hired on the public highway. The Hirer shall also be solely responsible for compliance with any conditions attaching to such permission to include bye-laws, statutory legislation and under any other relevant requirements governing the usage and placement of skips on the highway or otherwise. The Hirer agrees and confirms to provide and position road danger lamps as required by any such permit.
3. The skip/container to which these conditions relate is for filling with inert material. Inflammable materials must not be placed therein nor shall the Hirer at any time permit any item to be burned therein or cause or allow any fire to be started therein.
4. During the entire period of hire the Hirer shall be responsible for any damage, theft or loss to the skip/container and shall, within seven days of notification of the amount involved reimburse the Company (or as they shall direct) the cost of replacement or reinstatement of the skip container and any damage occasioned by the loss of its use. The Company is not liable or in any way responsible for any injury to the user or any other persons using or coming into contact with the hired skip.
5. The Hirer warrants that all materials placed in the skip/container are his own unencumbered property and authorises and approves that the Company dispose of it as it wishes at its own sole and absolute discretion.
6. The skip/container is placed in the position stipulated by the Hirer but so that the Company's driver/servant/agent may elect not to comply with such instruction on the basis that such compliance shall cause damage to the skip/container or loss to the Company in any way. The Hirer shall at all times be responsible for any damage done to property/pavements/driveways whether to the Hirer's or third party's property or personnel and hereby agrees to indemnify the Company against any loss or damage occasioned in this respect.
7. Whilst every effort is made to comply with 'Hirers' requests, the Company does not guarantee specific dates or times of delivery/collection of the equipment on hire.
8. No variation of these Conditions of Hire shall be valid unless agreed to in writing by the Company or by its agent duly authorised in this behalf.
9. In the event of any proceedings being instituted against the Company as the result of the breach of these Terms and Conditions by the Hirer then the Company shall be indemnified by the Hirer in respect of any loss expense or costs incurred by its connection with the proceedings referred to aforesaid.
10. Unless specifically agreed in writing, payment in full is to be made at the time of the initial placement of the order for hire.
11. Where an order for hire is placed orally or where for any reason the Hirer does not sign a copy of these Terms and Conditions the Hirer shall be deemed to have accepted these Conditions of Hire.
12. Open containers must not be filled to a height greater than their rim, containers with lids must not be filled so as to prevent the lid being fully closed. Any so filled will render the Hirer liable to an additional charge.

PLEASE RETAIN FOR 2 YEARS