

Conditions of Hire

- 1)** All hire services are for a period of 14 days unless otherwise stated.
 - a)** Alternative hire periods may be agreed by prior arrangement.
- 2)** Hirers must notify JMC Waste Disposal within 1 working day of a waste receptacle being filled.
 - a)** Reasonable time (48-72 Hours) must generally be allowed for collection, unless agreed by prior notice.
- 3)** Waste should not protrude from, or over the edges of waste receptacles.
 - a)** All loads must be reasonably easily secured.
- 4)** Some materials must not be placed in waste receptacles, such as:
 - Asbestos, in any format.
 - Medical waste, including used or unused hypodermic needles.
 - Paint, paint thinners and associated chemicals.
 - Pressurized containers, including deodorant canisters and Calor gas cylinders.
 - Oils, including those used for food purposes.
 - Any fuels, solvents or other combustible substances.
 - Any radioactive material or nuclear waste.
 - Any illegal or controlled substances.
 - Any other harmful chemicals, infectious substances, irritants, marine pollutants etc.
 - a)** JMC Waste Disposal may arrange disposal for some of these items by prior agreement but additional charges could be applicable.
 - b)** If any of these materials are found in waste receptacles, photographic evidence will be recorded and a charge will be applied which will equate to the disposal cost of the items or materials in addition to an administrative charge which will equal the greater of £35.00 or 15% of the disposal costs incurred by JMC Waste Disposal.
- 5)** Similar additional charges may be levied in respect of overloaded waste receptacles, either for additional disposal costs or the time taken by our operative to safely secure a load.
- 6)** It is the Hirers responsibility to ensure that the location at which they order the skip to be deposited is safe for a HGV to operate in, although a risk assessment will be undertaken by JMC Waste Disposal , we cannot be responsible for assessing whether the hirer's or a third party's property may or may not be damaged by the activity of depositing and collecting a waste receptacle.
 - a)** By inviting a JMC Waste Disposal vehicle off the highway, the hirer certifies that they have used reasonable diligence in assessing that the situation is safe and appropriate for a HGV of up to 32 tonnes in weight to operate in (including the use of an independent, qualified safety assessor where applicable).
 - b)** The hirer assumes liability for any damage, injury or costs arising from any incident where the hirer's requirements in respect of the situation of their waste receptacle have substantially contributed to the likelihood of its occurrence.

- c) Any costs associated with damaged property (including that belonging to JMC Waste Disposal once our vehicle has been instructed to leave the public highway shall be borne by the hirer.
 - d) The hirer agrees to indemnify JMC Waste Disposal against any claim made by a third party in respect of personal injury, or damage caused to private property in these circumstances.
 - e) This clause is not intended to restrict a hirer's statutory rights – if JMC Waste Disposal can be demonstrated to have exhibited negligence or excessive incompetence which causes damage to any property we will retain liability for claims and will co-operate fully with hirers and third parties in resolving cases of damage to the satisfaction of all those involved.
- 7) Where a waste receptacle is placed on the public highway at the hirer's request, the hirer shall be responsible for ensuring that adequate lighting and cones are in place to ensure the waste receptacles is suitably visible to road users, until it has been collected.
- a) The hirer shall bear any costs or loss of service which is incurred due to instructions given by the Local Highways Authority.
 - b) Should a waste receptacle require a Highways Authority permit, the hirer shall be responsible for all costs associated with the permit and any conditions resulting from it.
 - c) Should a hire period extend beyond a period for which a Highway permit has been granted, the hirer shall be responsible for contacting JMC Waste Disposal in order to renew the permit as required.
 - d) If full payment is not received in respect of renewing a permit 72 hours prior to its expiration, JMC Waste Disposal reserves the right to collect the waste receptacle to which it pertains as if the hire period upon it had expired. The hirer will remain liable for the full hire charge in these circumstances irrespective of the quantity of waste deposited in the receptacle.
 - e) A skip may be collected on the instruction of a Highways Authority, prior to the expiration of a hire period or permit and the hirer remains liable for the whole cost of the hire period.
 - f) Discounts may be agreed as a gesture of good will in these circumstances, but the value will not exceed the cost of disposing of general waste to a volume equal to that of any unfilled proportion of the waste receptacle at the time of collection.
- 8) The hirer shall be responsible for compensating JMC Waste Disposal should a waste receptacle or any other hire equipment be subject to damage, defacement or excessive wear and tear during a hire period, irrespective of the cause of the damage, defacement or wear and tear.
- a) It is the hirer's responsibility to ensure the safety and security of any hired equipment, including waste receptacles.
- 9) The hirer shall be responsible for compensating JMC Waste Disposal should a waste receptacle or any other hire equipment be lost stolen or otherwise misappropriated.
- a) If for any reason whatsoever, hired equipment cannot be collected after the hirer is given reasonable notice by JMC Waste Disposal the hirer shall be liable to the full cost of replacing the equipment in addition to an administration and restocking fee equal to the greater of £95.00 or 20% of the replacement cost.
- 10) The stated cubic capacity of waste receptacles may be subject to a variation of +/- 10% due to inconsistencies between manufacturers and variations which result from repairs.