

**TERMS & CONDITIONS FOR THE HIRE OF PLANT/SKIPS/ROLLONOFF CONTAINERS
AND FOR WASTE SERVICES - LINDUM GROUP LIMITED**

Section 1. GENERAL CONDITIONS

- 1.1 For the purposes of the Agreement Lindum Group Ltd (trading as Lindum Plant Hire and/or Lindum Waste Recovery) shall be referred to as “the Company” and the person or company entering into the Agreement for hire of plant/skips/roll on roll off (rollonoff) containers or for waste services shall be referred to as “the Customer” (unless Section 3 applies, in which case the Broker is the person or company entering into the said Agreement)
- 1.2 All Customer's standard terms or any other terms or conditions appended to or forming part of any order or request for the hire of plant/skips/rollonoff containers or for waste services shall be deemed to be Null and Void and no terms or conditions other than those expressed herein shall be incorporated into this Agreement or any Agreement for the hire of plant/skips/ rollonoff containers or for waste services made between the parties unless expressly agreed by the parties in writing.
- 1.3 The Construction Plant-Hire Association Model Conditions for the Hiring of Plant (With effect from July 2011) hereinafter referred to as “the C.P.A. Model Conditions” are deemed to be incorporated into and form an integral part of this Agreement for the hire of plant, including the hire of skips and rollonoff containers, made between the parties. A copy of the C.P.A. Model Conditions is available for inspection at Lindum Business Park, Station Road, North Hykeham, Lincoln, or alternatively a copy will be supplied upon request.

The Customer is advised to familiarise himself/herself with the C.P.A. Model Conditions and his obligations and liabilities there-under – especially clauses 8 and 13 thereof. The Customer is also advised to take out adequate insurance to cover his/her various liabilities under the C.P.A. Model Conditions.

- 1.4 These terms and conditions shall apply to the Agreement and to all Agreements for the hire of plant/skips/ rollonoff containers or for waste services made between the parties, and shall be additional to the C.P.A. Model Conditions. In the event of a conflict between any provision in the Special Conditions and any other provision herein the Special Conditions herein shall prevail.
- 1.5 **PAYMENT** - All Invoices shall be due for payment by the Customer strictly within 30 days from The end of month following date of invoice.

Where the Company has not agreed to extend credit facilities to the Customer, the Invoice or charge shall be due for payment at least 1 day prior to the day of commencement of the hire or the services (if skips or roll on roll off skips, the date of Order of the skip/ rollonoff container) , and in any event before the hire or services commence.

In the event that any Invoice becomes overdue for payment (“the event”), the Company shall have the right to commence recovery action in respect of all other unpaid Invoices that have been rendered to the Customer whether or not such Invoices have then become due for payment, and all such Invoices shall be deemed to have become immediately due for payment upon the date of the event.

- 1.6 **INTEREST** - If any sums are not paid in accordance with Clause 1.5 above, then the Customer shall pay to the Company interest on such sums for so long as they remain or have remained unpaid. Such interest (together with any additional charge entitlement) shall be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. This provision shall not affect the Company's other rights in the event of late or non payment by the Customer.
- 1.7 **FURTHER HIRE** - If any payment due from the Customer remains unpaid after the relevant date for payment, or if the Customer has exceeded any credit limit set by the Company, the Company may refuse any further order or request from the Customer for hire of plant/skips/ rollonoff containers or for waste

services.

- 1.8 **INSURANCE** - The Customer shall effect and keep in force policies of insurance against his/her respective liabilities under Statute or at common law in respect of death or injury to any person and damage to or loss of any property real or personal arising from or due to or in connection with the works being carried out by him./her.
- 1.9 **COMPLIANCE WITH REGULATIONS** - The Customer shall be responsible for compliance with all regulations issued by the Government or Local Authority including Building (Safety Health & Welfare) Regulations and all legislation and regulations relating to disposal of waste. For further details concerning waste in particular, please refer to the Special Conditions at clause 2 herein.
- 1.10 **QUOTATIONS** - Quotations provided by the Company shall remain open for acceptance for a period of 28 days from the date of the said quotation.
- 1.11 **CANCELLATION** - Without Prejudice to the provisions of Clauses 23 and 24 of the C.P.A. Model Conditions, in the event that the Customer wishes to cancel the hire or the waste services prior to the commencement of the hire period or the performance of the waste services, the Customer shall give the Company written notice of such cancellation not less than one clear working day prior to the day fixed for the commencement of the hire period or waste services (whichever is the earlier). In the event that the Customer fails to give such notice, the Customer shall be liable for and shall pay to the Company upon demand any loss, cost or expense suffered or incurred by the Company by reason of the Customer's failure to give such notice. **PROVIDED ALWAYS** that this provision shall not affect the Company's other rights in the event of non performance/breach by the Customer.
- 1.12 **SET-OFF** - The Company may at any time set off any liability of the Customer to the Company against any liability of the Company to the Customer, its Parent Company or any Associated Company of the Customer, whether either liability arises under a contract or agreement of any kind, whether for work, services or any other reason, is present or future, liquidated or unliquidated, and the Customer its Parent Company and any Associated Company of the Customer shall be deemed to have expressly agreed to the same. Any exercise by the Company of its rights under this Clause shall not limit or affect any other rights or remedies available to it under these term and conditions or otherwise.

The Company is not obliged to exercise its rights under this Clause. If, however, it does exercise those rights it must promptly notify the Customer of the set-off that has been made.

In this Clause:

- a) **Parent Company** means a parent undertaking as defined in section 1162 of the Companies Act 2006;
- b) **Associated Company** means a company which is under the Control of the same person or group of persons; and,
- c) **Control** mean the ability to exercise or to acquire control, whether direct or indirect, over a company's affairs as defined in section 416 of the Income and Corporation Taxes Act 1988.

Section 2. SPECIAL CONDITIONS RELATING TO WASTE SERVICES AND SKIPS/ROLLONOFF CONTAINERS or by Other Means of Collection/Delivery for Disposal
(Additional to the C.P.A. Model Conditions and to the above conditions applicable to the Hire of Skips Etc.)

- 2.1 The Customer may hire the skip/ rollonoff container for a period of 2 (two) weeks only per load. If the Customer does not notify the Company to collect the skip/ rollonoff container at the end of the two week period, the Company may collect the skip/ rollonoff container regardless of whether it has been filled or partially filled. Any use of the skip/ rollonoff container in excess of the two week period due to the Customer continuing to load the skip/ rollonoff container will be charged for at the current rates.
- 2.2 The Customer shall be responsible for ensuring the following :-
- i) that any material and the proportions, kinds and quantities of material in any one load, placed into skips/ rollonoff containers or otherwise conveyed collected or delivered for the purposes of the waste services, is in full compliance with the relevant current environmental legislation and regulations.
 - ii) that the weight of any and all material to be disposed of does not exceed the maximum weight permitted

to be carried by the Owner in any vehicle, and does not cause the vehicle to exceed any applicable statutory gross vehicle weight limit.

- iii) that when the skip/rollonoff container is on the road or verge or in any other public place all lights are in place, all cones are in position.
- iv) that the skip/ rollonoff container door is up when loading is not taking place
- v) that the skip/ rollonoff container is not overloaded or filled above the level of the sides
- vi) that no fires are lit in the skip/ rollonoff container
- vii) that the skip/rollonoff container is not moved, or allowed to be moved, from its delivered position
- viii) that NO soil or concrete is placed in any 40 yard rollonoff container. Failing to ensure this may result in rejection of the load and any damage, loss, costs etc. will be charged to the Customer. (Soil and concrete can ONLY be placed in 16 yard skips)
- ix) that none of the following material is placed into skips/ rollonoff containers or into loads to be otherwise conveyed collected or delivered for the purposes of the waste services :-

- Soil or concrete in any 40 yard rollonoff containers (soil or concrete may only be placed in 16 yard skips)
- Asbestos
- Chemicals or liquid waste of any kind
- Tyres of any kind, rubber vehicle tracks and rubber belting
- Clinical waste
- Drums
- Gas bottles or containers
- Contaminated or Hazardous waste of any kind without prior arrangement and approval (in which case specific loading requirements apply)
- Plasterboard (unless to be recycled)
- Batteries
- Paint tins or paint
- Oil and oil filters or oily wipes and cloths
- Fluorescent light tubes
- Storage heaters
- Animal carcasses
- Animal by-products
- Wet cement without suitable lining of the skip (but NO cement at all in 40 yard rollonoff containers)

The above listed items are examples and are not an exhaustive list of prohibited materials. It is the Customer's responsibility to ensure that the kinds, quantities, proportions and weights of the waste materials are in full compliance with any relevant current legislation.

IN THE EVENT THAT THE CUSTOMER DOES NOT COMPLY WITH THE PROVISIONS OF CLAUSE 2.2 ABOVE RELATING TO THE LOADING/OVERLOADING AND/OR TYPE OF WASTE LOADED THE COMPANY SHALL HAVE THE RIGHT (WITHOUT PREJUDICE TO ANY OF THE COMPANY'S OTHER RIGHTS AND REMEDIES) TO :-

A) REJECT THE WASTE MATERIAL(S) IN QUESTION UPON DISCOVERY OF THEM BY THE COMPANY AND RETURN THE SAME TO THE CUSTOMER, OR LEAVE THEM ON SITE, WHEREUPON THEY WILL BE THE CUSTOMERS RESPONSIBILITY IN ALL RESPECTS, AND/OR

B) SOURCE LAWFUL DISPOSAL OF ANY UNACCEPTABLE TYPE OF WASTE

IN EITHER CASE, THE CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT TO THE COMPANY OF ALL COSTS OR LOSS INCURRED OR SUFFERED BY THE COMPANY IN CONNECTION WITH A) AND B) ABOVE.

2.3 LEGISLATION

The Customer must not do or forbear from doing anything so as to contravene or place the Company in contravention of any provisions, prohibitions or requirements of the following legislation or any amendment thereto or re-enactment thereof :-

- Environmental Protection Act 1990 (including Duty of Care Regulations)
- Environment Act 1995

- Landfill Regulations (2000) and all subsequent Directives
- Carriage of Dangerous Goods Regulations 2007
- Road Vehicles (Authorised Weight) regulations 1998
- Hazardous Waste Regulations (England and Wales) 2005
- Health and Safety at Work Act 1974 and Management of Health and Safety at Work Regulations 1999
- Provision and Use of Work Equipment Regulations 1998
- Lifting Operations and Lifting Equipment Regulations 1998
- Data Protection Act

2.4 The Customer shall be responsible for and hereby agrees to Indemnify the Company against all claims in connection with the death of or injury to any person or the loss of or damage to any property, real or personal, arising from or in connection with or due to the Customer's failure to comply with any provision of these Special Conditions, which failure shall be treated as negligence.

Section 3. ADDITIONAL CONDITIONS RELATING TO BROKERS

(Where a person or any business is acting as a broker ("the Broker") who is procuring hire and/or services from the Company for a third party who is the customer of the broker ("the Brokers Customer") :

- 3.1 The Broker shall incorporate the provisions of section 2 of these "Terms & Conditions for the Hire of Plant/Skips/Rollonoff Containers and for Waste Services – Lindum Group Limited" into its contract with the Broker's Customer for the hire and/or waste services procured by the Broker under this Agreement.
- 3.2 The Broker shall use its best endeavours to incorporate the Construction Plant-Hire Association Model Conditions for the Hiring of Plant (With effect from July 2011) into its contract with the Brokers Customer for the hire and/or waste services procured by the Broker under this Agreement.
- 3.3 The Broker shall be responsible to the Company for, and hereby agrees to indemnify and keep indemnified the Company from, any damage to the item(s) hired (including whilst the item(s) hired are in the possession of, or in transit to or from, the Broker's Customer) and any other damages, loss, costs or expense suffered or incurred by the Company in connection with the hire and/or services under this Agreement arising from any cause whatsoever.

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