



Road Haulage Association Limited

CONDITIONS FOR HIRE OF BUILDERS' SKIPS

Effective 1 July 1999

PLEASE NOTE: IT IS RECOMMENDED THAT CUSTOMERS SHOULD SEEK PROFESSIONAL ADVICE AS TO APPROPRIATE INSURANCE COVER TO BE MAINTAINED AGAINST THEIR LIABILITIES AND OBLIGATIONS UNDER THESE CONDITIONS

"Owner" means G. HASLEHURST BUILDERS LTD

..... (the RHA member)

"Skip" means a container designed to be carried on a vehicle and placed on a highway or other land for the storage of builders' materials, or for the removal of builders' rubble or household and other rubbish.

"Customer" means the person hiring the skip.

"Vehicle" means the vehicle which is delivering or collecting the skip which is the subject of the contract.

"Driver" means the driver of the vehicle.

"the Site" means the place whether on or off the highway where the skip is deposited.

The Owner enters into contracts with the Customer for the hire of skips upon the following Conditions:

1. The Owner shall ensure that the skip is clearly and indelibly marked with the Owner's name and telephone number or address.
2. It shall be the Owner's responsibility to ensure compliance with any condition imposed by a highway authority relating to the marking of the skip with reflective paint or plates.
3. The Owner shall remove or reposition the skip if required by a highway authority or a police constable in uniform under Section 140 of the Highways Act 1980 or any statutory modification or re-enactment thereof.
4. Except as specifically otherwise agreed in writing, the title to the contents of the skip passes to the Owner at the time of loading the skip onto the vehicle, provided that the provisions of Condition 12(a) have been satisfied.
5. Except as specifically otherwise agreed in writing, the Owner shall be under no obligation to deposit a skip elsewhere than on a highway.
6. The Owner shall use reasonable endeavours to comply with the Customer's requirements but can accept no responsibility for failure to supply or for any delay in supplying skips which may be caused directly or indirectly by any circumstances beyond the Owner's control or any unforeseen or abnormal conditions or by any act or neglect on the part of the Customer.
7. The time allowed for depositing or picking up a skip is ten minutes. If the vehicle is kept waiting longer than this after arrival the Customer shall be liable for reasonable demurrage.
8. Where the driver is directed to deposit or pick up a skip on or from a site which is off a highway
 - (a) the Owner shall be under no liability whatsoever for any damage however caused whilst the vehicle is off the highway,
 - (b) without prejudice to the generality of Condition 14 the Customer shall save harmless and keep the Owner indemnified against any claim or demand which could not have been made had the driver not been so directed, and
 - (c) the Customer shall compensate the Owner for any damage to the vehicle or the skip which would not have occurred had the driver not been so directed and which is not due to any negligent driving on the part of the driver.
9. No agent or employee of the Owner is permitted to alter or to vary these conditions in any way or to give any consent thereunder unless he is authorised in writing by the Owner so to do.

10. The Customer shall ensure that all permissions required before skips can lawfully be deposited on a site including the permission required under the Highways Act 1980 or any statutory modification or re-enactment thereof, have been or will be obtained, before the Customer directs the driver to deposit a skip. The Customer shall ensure that permissions remain in force while any skip is left on the site.
11. The Customer shall direct the driver where to deposit or pick up a skip. The Customer shall not move the skip from the site without the consent of the Owner.
12. The Customer shall ensure that
 - (a) no waste to which the Special Waste Regulations 1996 No. 972 (as amended) apply will be placed in a skip without the written consent of the Owner and
 - (b) notwithstanding 12a above if any waste to which the said Regulations apply is placed in any skip the Customer shall immediately give the notices required by the Regulations and within the Regulation time limit send copies of the Consignment Note to the Owner. The Customer is advised to ask the Owner if in any doubt.
13. The Customer shall ensure that from the time that a skip is deposited until it is picked up again by the Owner
 - (a) it is properly sited in accordance with the permission given.
 - (b) it is properly lighted according to the Highways Act 1980 provisions and the permission, during the hours of darkness and unsatisfactory visibility.
 - (c) it is not overloaded and is filled no higher than the top of its sides, so that the full skip can be safely carried on the public highway.
 - (d) it suffers no damage other than fair wear and tear
 - (e) no fires are lit in it.
 - (f) it is properly marked with the required number of cones.
 - (g) cones and lighted lamps are placed adjacent to the skip on the highway when there is unsatisfactory visibility and particularly at night.
14. The Customer shall save harmless and keep the Owner indemnified against any claim, demand or penalty arising out of the presence of a skip on the site and which could not have been made or inflicted had the skip not been placed on the site.
15. Except as specifically otherwise agreed in writing, the Customer shall fill any skip within the period of hire and shall inform the Owner at least one clear working day in advance of its readiness for collection or replacement.

I understand my responsibilities under these Conditions for Hire and will discharge my duties under them.

Date

Customer's Signature.....

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**THESE CONDITIONS MAY ONLY BE USED BY
MEMBERS OF THE ROAD HAULAGE ASSOCIATION**