

## **Conditions of Hire or Loan**

1. In these conditions the following terms have the following meaning:

Bradwells: Bradwell Skip Services Ltd of Baker Street, Sheffield S9 3WG

**Container:** The Container supplied by Bradwells to the Hirer under these conditions. **Hirer:** The persons or corporate bodies hiring or loaning Containers from Bradwells.

**Hire Charge:** The charge for hiring or loaning Containers.

- 2. All contracts for the hire or loan of Containers by Bradwells to the Hirer shall be governed by these conditions.
- 3. The Hirer shall not burn or ignite or allow to burn or to be ignited any material deposited in the skip.
- 4. The Hirer shall ensure that the container is loaded within such limits so that no danger is caused or likely to be caused and no offence committed by carriage of the container by Bradwells or its employees.
- 5. After the Container has been sited by Bradwells it shall not be moved by the Hirer except to such site by such methods as shall be agreed with Bradwells in advance.
- 6. The Hirer shall be liable to Bradwells for loss of or all damage to the Container however caused (fair wear and tear accepted) during the period of hire.
- 7. Where the Container is to be placed other than on the highway, the Hirer shall ensure that it is safely sited and in such a position that damage or danger is not likely to be caused to any person or the property of any persons (including the Container and the vehicles of Bradwells).
- 8. Whilst all reasonable efforts will be made by Bradwells to avoid damage to the Hirer or it's property, Bradwells shall not accept responsibility for any damage, loss or injury occasioned to the Hirer or any third-party or any property of such persons howsoever caused other than by the negligence or default of Bradwells, its servant, sub-contractors or employees.
- 9. The Hirer shall not place in the container those items described overleaf.
- 10. The Hirer shall be solely responsible for and hold Bradwells fully indemnified against all claims, demand, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by Bradwells as a result of any breach or default on the part of the Hirer in the discharge of its obligations under these Conditions.
- 11. Except where payment is made at time of delivery of the Container, payment of the Hire Charge and VAT shall be due on the last working day of the month following the end of the month, in which an invoice is rendered by Bradwell to the Hirer. Time for payment shall be of the essence. The Hire Charge is exclusive of VAT which shall be due at the rate ruling at the date of the hire. Late payments shall attract interest at the rate of 5% per annum above the base rate of HSBC plc from the date payment is due until payment is received in full.
- 12. In the event that the Hire Charge or part of It remains unpaid beyond the date due or in the event of any breach by the Hire of any of these Conditions then, without prejudice to Bradwell's other remedies, the Hirer shall permit Bradwells or its authorised representatives to enter upon the premises where the Container is stored and to remove the Container forthwith.
- 13. Where the Hirer consists of two or more parties their liability hereunder shall be joint and several.