

## TERMS AND CONDITIONS

These Terms set out the basis on which LSA Skip Hire provides the Services to the Customer and together with the Order, the Waste Transfer Note and any documentation referred to in the aforementioned documentation form the legally binding contract between the parties ("**the Contract**"). The Customer's special attention is drawn to clauses 3 – 5, 7 and 8 below.

### 1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context requires, the following defined words and expressions shall take the meanings given to them:

**Additional Container Fee:** has the meaning given to it in clause 4.4(a).

**Additional Journey Fee:** £150 + VAT or such other (lesser) fee as LSA Skip Hire deems appropriate in the circumstances.

**Business Day:** any day which is not a Saturday, Sunday or public bank holiday in England when banks in London are open for business.

**Cancellation Fee:** £95 + VAT, which is a figure deemed appropriate by LSA Skip Hire to compensate it for wasted time and administration in dealing with the Contract up to that point.

**Charges:** the charges payable by the Customer to LSA Skip Hire for the Services including the Price and any applicable Cancellation Fee, Additional Journey Fees, Waiting Fees, Infringing Waste Fees, Additional Container Fees and Extension Fees.

**Collection:** the collection of the Container from the Premises by LSA Skip Hire and **Collect** and **Collecting** shall be construed accordingly.

**Collection Deadline:** has the meaning given to it in clause 4.2.

**Consents:** has the meaning given to it in clause 3.2(b).

**Container:** the relevant roll on-off or skip waste container ordered by the Customer for the Services.

**Contract:** has the meaning given to it above and which shall be formed in accordance with clause 2.2 below.

**Customer:** means the party which has placed the Order and whose details shall be confirmed in the Waste Transfer Note.

**Delivery:** the depositing of the Container at the Premises by LSA Skip Hire and **Deliver** and **Delivered** shall be construed accordingly.

**Extension Fees:** has the meaning given to it in clause 5.4.

**Force Majeure Event:** means an event beyond the reasonable control of LSA Skip Hire including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a telecommunications service, utility service or transport network, act of God, war, riot, civil commotion, default of suppliers, agents or subcontractors, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.

**Infringing Waste Fee:** the reasonable costs of disposing of the infringing Waste to LSA Skip Hire.

**Location:** has the meaning given to it in clause 2.1(d) below.

**LSA Skip Hire:** Gillett Environmental Limited (registered company number 06740061) trading as Lytham St. Annes Skip Hire and whose registered office is at Boundary Road, Lytham, Lancashire, FY8 5HU.

**Losses:** means actions, awards, charges, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties or proceedings.

**Order:** means the order placed by the Customer with LSA Skip Hire for the provision of the Services, whether made orally or in writing.

**PDA:** has the meaning given to it in clause 3.6 below.

**Premises:** the address to which the Customer requires the Container to be delivered.

**Price:** the price of the hire of the Container.

**Requested Date:** has the meaning given to it in clause 2.1(c) below.

**Services:** the hiring of the Container for the purposes of the collection and disposal of the Waste.

**Support:** has the meaning given to it in clause 3.7.

**Terms:** these terms and conditions.

**Waiting Fee:** the rate of £1 + VAT.

**Waste:** means the waste which the Customer wishes to have collected and disposed of.

**Waste Transfer Note:** the document produced by LSA Skip Hire containing details of the Order.

1.2 Unless the context otherwise requires words importing one gender include all other genders and words importing the singular include the plural and vice versa.

1.3 The headings in this Contract shall not affect its interpretation or construction.

1.4 Any reference in this Contract to any statutory provision includes any statutory modification or re-enactment of it or the provision referred to.

1.5 A reference to **writing** or **written** includes emails.

### 2. CONTRACT FORMATION

2.1 The Order shall specify details of:

(a) the type of Container required;

(b) the nature and substance of the Waste;

(c) the date on which the Container is required ("**the Requested Date**");

(d) the Premises and the location within the Premises at which the Customer desires the Container to be positioned ("**the Location**");

(e) whether the Customer would like LSA Skip Hire to obtain any Consents; and

(f) any further information or special requirements which LSA Skip Hire may reasonably be required to be informed of for the purposes of performing the Services.

2.2 On receipt of the Order LSA Skip Hire shall provide the Customer with the Price. Where the Customer indicates that this is acceptable, the Contract shall be deemed to have been formed.

2.3 In the event that the Customer wishes to cancel any Contract in advance of Delivery taking place, it agrees that it shall still be required to pay a Cancellation Fee and that where payment of the Charges has already been made to LSA Skip Hire, LSA Skip Hire shall issue a refund to the Customer within 7 Business Days.

### 3. DELIVERY – PAY SPECIAL ATTENTION TO THIS CLAUSE

3.1 LSA Skip Hire shall provide the Customer with the Services and in doing so shall use reasonable endeavours to Deliver on the Requested Date. The Customer agrees and acknowledges that time for Delivery in accordance with the Requested Date is not of the essence and LSA Skip Hire makes no warranties that Delivery shall take place at any given time or on any given date.

3.2 For the purposes of making Delivery, performing the Services and Collection, the Customer warrants that it shall facilitate LSA Skip Hire's unobstructed, non-limited, and safe access to, egress from and movement around the Premises. Where the Location and/or the Premises is:

(a) not owned by the Customer, the Customer warrants that it has the requisite authority and/or consent of the owner for Delivery to take place; or

(b) a highway or public place, the Customer agrees and acknowledges that it is its responsibility to obtain the requisite permissions, consents and permits of the authority governing the Location and/or the Premises for Delivery to take place and the Container to remain there ("**Consents**"), that the Location and/or the Premises is

adequately lit and that the Container is coned off and lit in accordance with applicable legislation.

- 3.3 The Customer agrees that LSA Skip Hire shall not be liable for any failure to perform the Services, make Delivery to the Location or at all, or make Collection where such non-performance is as a result of the Customer's failure to comply with clause 3.2. Where LSA Skip Hire is unable to make Delivery:
- (a) to the Location, LSA Skip Hire shall make Delivery to such other reasonable position at the Premises as it may determine at its absolute discretion or as otherwise agreed between the parties; or
  - (b) at all, it may leave the Premises with the Container and attempt to make Delivery at a later date as agreed between the parties. In each case where LSA Skip Hire fails to make Delivery under this clause, LSA Skip Hire may charge the Customer the Additional Journey Fee and such Additional Journey Fee shall be paid by the Customer to LSA Skip Hire in advance of the subsequent attempt to make Delivery.
- 3.4 Where the Customer refuses to permit LSA Skip Hire to make Delivery, it agrees and acknowledges that the full Charges shall remain payable and that it shall not be entitled to any refund.
- 3.5 The maximum time permitted for Delivery and Collection between arriving at and leaving the Premises is 15 minutes and where LSA Skip Hire has to wait beyond the maximum time, it reserves the right to charge the Waiting Fee per minute.
- 3.6 Upon making Delivery, LSA Skip Hire shall provide the Customer with a digital summary viewable on the driver's personal digital assistant ("**PDA**"). The Waste Transfer Note is available on request. The PDA and Waste Transfer Note shall confirm the details of the Order. Where, at the time of Delivery the Customer is:
- (a) present at the Premises, LSA Skip Hire requires that the Customer sign the PDA and such signature; or
  - (b) not present at the Premises, LSA Skip Hire shall leave a delivery note confirming details of the Order at the Premises and the failure of the Customer to notify LSA Skip Hire of any issues within 24 hours of Delivery, shall indicate the Customer's acceptance that there are no issues with Delivery.
- 3.7 The Customer warrants that the condition and ground of the Premises (including any access road or track) is suitable for the Container to be Delivered and Collected on, travel over, be transported over and without support ("**Support**"). Where Support is required, this shall be supplied by the Customer and placed in a suitable position for the Container to be Delivered or Collected on, travel over and be transported over. Any Support supplied by LSA Skip Hire is provided solely to assist the Customer under their duties within this clause 3.7 and expressly not to relieve it of his legal, regulatory or contractual obligations.
- 3.8 The Customer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels and roadways on or adjacent to the Premises and the Customer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

#### 4. WASTE – PAY SPECIAL ATTENTION TO THIS CLAUSE

- 4.1 Subject to clause 4.2 below the Waste to be deposited in the Container shall:
- (a) be general and inert waste such as soil, garden waste, paper, plastics, wood and hardcore;
  - (b) only be that which the Container was provided for; and
  - (c) not exceed the volume of the Container provided (which where relevant shall not prohibit any Container doors or lids closing) or any specified weight limit for that Container.

- 4.2 Unless otherwise agreed between the parties or as provided for on the Waste Transfer Note, the Container shall be not be filled with any Waste falling into the following categories:
- (a) plasterboard;
  - (b) asbestos and anything that looks like asbestos at the reasonable determination of LSA Skip Hire;
  - (c) electrical appliances including fridges/freezers;
  - (d) fluorescent/sodium lamps;
  - (e) gas cylinders/empty aerosols;
  - (f) tyres;
  - (g) unclean solvent paint cans/silicone and adhesive tubes/hilti gun cartridges;
  - (h) clinical or medical waste;
  - (i) solvents;
  - (j) liquids including oil;
  - (k) explosive waste;
  - (l) roofing felt;
  - (m) hazardous or toxic materials;
  - (n) food waste; and
  - (o) tree stumps and roots larger than 2 inches in diameter.
- 4.3 In the event of any breach of this clause 4, LSA Skip Hire may at its absolute discretion refuse to make Collection until such time as the Customer has removed the infringing Waste.
- 4.4 In the event that LSA Skip Hire makes Collection notwithstanding breach of:
- (a) clause 4.1(c), LSA Skip Hire reserves the right to charge for the price equivalent to the additional Container(s) which the Customer should have hired from LSA Skip Hire to avoid it having been in breach ("**Additional Container Fee**"); or
  - (b) the remainder of this clause 4, LSA Skip Hire reserves the right to charge the Infringing Waste Fee, and such Collection shall not be construed as LSA Skip Hire declaring the Customer having complied with this clause 4.

#### 5. STORAGE AND COLLECTION – PAY SPECIAL ATTENTION TO THIS CLAUSE

- 5.1 The Container shall not be removed from or repositioned within the Premises by anyone other than LSA Skip Hire and the Customer accepts that when any Container or other equipment owned by LSA Skip Hire and their contents is on the Premises or otherwise in its possession, it has the full risk, care, custody and control of such Container and equipment owned by LSA Skip Hire and their contents.
- 5.2 The Customer shall store and use the Container at all times in accordance with due regard for health, safety, the protection of the environment and fully and at all times in compliance with all applicable laws, regulations, rules, codes and procedures.
- 5.3 The lighting of fires in or near Containers is strictly prohibited.
- 5.4 The Customer shall notify LSA Skip Hire that it is ready for Collection on a date falling no later than:
- (a) one month, for Customers with an account; or
  - (b) seven days, for Customers without an account, (or such greater period as LSA Skip Hire may at its absolute discretion permit) following Delivery ("**Collection Deadline**").
- 5.5 The Customer agrees that failure to request Collection by the Collection Deadline shall permit LSA Skip Hire to charge £10 + VAT per day for roll on-off Containers and £5 + VAT per day for skip Containers ("**Extension Fees**").
- 5.6 If the Container is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Customer to LSA Skip Hire by telephone and confirmed in writing to LSA Skip Hire no later than 24 hours after such telephone notification. In relation to any claim no admission of liability, offer, promise of payment or indemnity shall be made by the Customer without LSA Skip Hire's prior written permission.
- 5.7 The Customer shall be responsible for the return of the Container or other equipment owned by LSA Skip Hire to LSA Skip Hire in equal good order (fair wear and tear excepted) following use. The Customer shall be liable to

LSA Skip Hire for the full replacement value of any Container which is not returned to LSA Skip Hire at all; or otherwise returned in breach of this clause.

## 6. CHARGES AND PAYMENTS

- 6.1 Save where:
- (a) the Customer holds an account with LSA Skip Hire; or
  - (b) otherwise specified in these Terms; or
  - (c) the parties agree otherwise; or
- LSA Skip Hire shall invoice the Customer and the Customer shall pay the Charges to LSA Skip Hire upon formation of the Contract or such other day prior to Delivery as may be agreed. In the event of any conflict between sub-clauses (a)-(c) above, they shall take precedence in the following order: (c), (a), (b).
- 6.2 Time for payment of the Charges shall be of the essence.
- 6.3 Additional Charges may be payable by the Customer to LSA Skip Hire in accordance with clauses 2.3, 3.3, 3.5, 4.4 and 5.4 and save where otherwise provided for or agreed between the parties LSA Skip Hire may raise invoices in respect of such additional Charges from time to time. Any invoices raised in accordance with this clause shall be paid within 5 Business Days.
- 6.4 All Charges are exclusive of VAT, which shall be payable in addition to the Charges at the rate or the rates for the time being in force.
- 6.5 In the event of late or non-payment by the Customer, LSA Skip Hire may:
- (a) charge the Customer interest on the overdue amount at the rate of 5% per cent per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and/or
  - (b) suspend (until receipt of payment in full, without liability to the Customer) or terminate the Services by removal of any Container from the Premises.
- 6.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). LSA Skip Hire may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by LSA Skip Hire to the Customer.

## 7. LIMITATION OF LIABILITY – PAY SPECIAL ATTENTION TO THIS CLAUSE

- 7.1 Save to the extent otherwise provided for:
- (a) LSA Skip Hire shall have no liability or responsibility whatsoever for any Losses of whatever nature due to or arising through any cause beyond hits reasonable control or for a Force Majeure Event;
  - (b) LSA Skip Hire shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract or otherwise in contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the Services, for any of the Customer's loss of profit; loss of use of the Container or any other asset or facility; loss of production or productivity; loss of contracts with any third party; liabilities of whatever nature to any third party; any financial or economic loss; indirect, special or consequential loss or damage of whatever nature; and
  - (c) LSA Skip Hire's total liability to the Customer for any Losses howsoever arising whether by reason of any breach of the Contract or otherwise in contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) shall not exceed the value of the Charges paid by the Customer to LSA Skip Hire in cleared funds under the Contract.
- 7.2 For the avoidance of doubt, nothing in these Terms limits or seeks to exclude LSA Skip Hire's liability for claims of death

or personal injury caused by LSA Skip Hire's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

## 8. INDEMNITY – PAY SPECIAL ATTENTION TO THIS CLAUSE

The Customer shall indemnify keep indemnified and hold harmless LSA Skip Hire for and against any and all Losses (including but not limited to any direct, indirect, special or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by LSA Skip Hire including but not limited to those suffered or incurred arising out of or in connection with:

- (a) any acts or omissions of the Customer;
- (b) damage to, theft or loss of the Container;
- (c) the Customer's breach or negligent performance or non-performance of any terms of this Contract;
- (d) the enforcement of this Contract.

## 9. TERMINATION AND SUSPENSION

- 9.1 Without limiting its other rights or remedies, LSA Skip Hire may without liability to the Customer, suspend wholly or partly (including refusing to make Collection) this Contract or terminate the Contract with immediate effect by giving written notice to the Customer if any of the following events occur or LSA Skip Hire reasonably believes that any such event is likely to occur:
- (a) subject to clause 9.2 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
  - (b) the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that the Customer's conduct is inconsistent with the Customer having the intention or ability to give effect to the terms of the Contract;
  - (c) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - (d) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Customer;
  - (f) the Customer (being an individual) is the subject of a bankruptcy petition or order;
  - (g) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);

- (i) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (k) any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(c) to clause 9.1(i) (inclusive);
- (l) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (m) the Customer's financial position deteriorates to such an extent that in LSA Skip Hire's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (n) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;
- (o) where changes in legislation make the performance of the Services impossible or substantially different from originally envisaged.

9.2 Without limiting its other rights or remedies, LSA Skip Hire may terminate this Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 5 days after being notified in writing to do so.

9.3 Upon termination of the Contract in accordance with this clause:

- (a) the Customer shall immediately pay to LSA Skip Hire all of LSA Skip Hire's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, LSA Skip Hire shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) LSA Skip Hire may force entry to the Premises and retake possession of the Container;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of this Contract shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

#### 10. FORCE MAJEURE

10.1 LSA Skip Hire shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

10.2 If the Force Majeure Event prevents LSA Skip Hire from providing any of the Services for more than two months, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other party.

#### 11. TRANSFER

The rights of the Customer under the Contract cannot be transferred to a third party in any way without LSA Skip Hire's prior written consent. LSA Skip Hire may assign, transfer, subcontract or make over all or part of the Contract without the Customer's consent.

#### 12. THIRD PARTIES

It is the intention of the parties that no person not a party to this Contract shall have any rights in relation to it under the Contracts (Rights of Third Parties) Act 1999.

#### 13. NO PARTNERSHIP

Nothing in this Contract shall be deemed to constitute a partnership between the parties nor constitute any party the agent of the other.

#### 14. SEVERANCE

14.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### 15. NOTICES

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the addresses notified by one party to the other or otherwise set out in these Terms or by electronic mail to the respective addresses notified by one party to the other or [info@gillettenviro.com](mailto:info@gillettenviro.com) in the case of LSA Skip Hire and shall be deemed to have been received by the addressee within 2 Business Days of posting or 1 Business Day if sent by electronic mail to the correct facsimile number (with correct answerback) or correct electronic mail number of the addressee.

#### 16. WAIVER

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 17. ENTIRE AGREEMENT

17.1 This Contract sets out the entire agreement between the parties in connection with its subject matter and neither party has entered into this Contract in reliance on any warranty, representation or statement made by the other which is not set out in this Contract.

17.2 Nothing in this Contract purports to exclude liability for any fraudulent statement or act.

#### 18. VARIATION

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 19. GOVERNING LAW AND JURISDICTION

19.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).