

# PIPS SKIPS LTD T&C'S

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## **TERMS AND CONDITIONS OF TRADING**

### **1. Interpretation**

(a) "The Contract" means each order or series of orders for goods or services placed by the Hirer after the date hereof together with the acceptance thereof of these general conditions of sale. (b) In the Contract the following expressions shall (unless the context otherwise requires) have the meaning hereby respectively assigned to them. "The Supplier" means Pips skips Ltd, "The Contract Price" means the total sum payable in accordance with a contract in respect of the supply of goods and such services as are to undertaken by the Supplier. "The Goods/Services" means the materials or other articles (as the case may be) to be supplied under the contract." The Hirer" means the Individual/s, Firm or Limited Company agreeing to purchase the goods / services under the Contract and shall include the legal personal successors of such Individual/s, Firm or company.(c)The Headings of these general Conditions of Sale shall not affect the interpretation of the Contract.(d) Any decisions, act or thing which the Supplier is authorised to do under the Contract may be taken or done by any person authorised either generally or specifically by the supplier to take or do that thing or act.

### **2. PRICE**

A fixed price will normally be quoted but if it is, the price is subject to variation for any additional fees to be made due to the Hirer's breach of any these terms and conditions.

### **3. DESPATCH / DELIVERY**

(a) Legal ownership of the goods shall not pass to the Hirer and the goods shall always remain the legal property of the Supplier. (b) The Hirer shall keep and store the goods in such a manner that can be readily identified as items belonging to the Supplier. (c) If payment for the goods/services is overdue in full or in part or if the Hirer enters into Receivership or any composition with his or its creditors the Supplier shall have the right to possess the goods and in furtherance whereof the Hirer hereby agrees irrevocably to grant permission to the Supplier or its duly appointed representative to enter upon the Hirer's premises or premises where the Hirer has installed the goods and remove the goods.(d)"Time will not be of the essence" with regard to any contract for the delivery of goods unless expressly agreed in writing by the supplier at the time of ordering.

### **4. DEFECTIVE GOODS & DELIVERY**

(a) The Hirer is under a duty to inspect the goods on delivery. No liability is accepted by the supplier from delay in delivery of the goods unless the supplier has expressly agreed to be bound by a delivery date in writing, which is of the essence of the contract. The Supplier reserves the right to suspend collection and delivery without liability for any loss, occasioned by the Hirer or third party and the Supplier accepts no liability for any delays or non-delivery due directly or indirectly to strike, fire, act of state or delays in transport, plant, breakdown or any accident or other cause or circumstances beyond their control. The Supplier will use their best endeavours to phase deliveries to meet the Hirer's requirements but shall not be held liable for any delay in delivery or collection or for any consequential loss arising there from.

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## 5. INDEMNITY

Except as expressly provided for in these Conditions the Supplier shall have no liability whatsoever in respect of any defects in the goods/services supplied. The Hirer shall indemnify the Supplier and all servants and agents of the Supplier against all and any actions at law and demands of whatever nature arising out of the use of the goods.

## 6. RESERVATION OF TITLE

(a) The hirer expressly grants the supplier and or their agent/s licence to enter always upon the hirers premises where the goods to which title has not passed to the customer are being kept and that the supplier will have the right to re-possess any such goods at the sole discretion of the supplier. The Hirer will always indemnify the supplier for any costs whatsoever incurred and all actions at law that may result from such action.

## 7. RISK

(a) All goods hired are at the sole risk of the Hirer after their delivery. The Hirer shall deposit materials in the Suppliers container equipment in a safe manner to ensure that no spillage results when equipment is transferred to the Suppliers collecting unit and the Hirer shall indemnify the supplier against all or any loss, damage or liability arising out of any failure by the Hirer to observe their obligations in this respect. (b) The Suppliers equipment must not be loaded beyond the capacity as stated on the quotation. (c) Materials of obnoxious, dangerous or poisonous nature must not be deposited in the suppliers equipment, (unless by special arrangement and authority of the supplier) Liquids are not acceptable as waste material, and direct and consequential damage due to infringement of this condition is the responsibility of the Hirer, who shall indemnify the Supplier against all and any loss, damage or liability resulting there-from. (d) The Suppliers equipment must on no account be used as incinerators for burning refuse deposited therein.

(e) The Hirer does not accept any responsibility for recovery of any materials deposited in the Suppliers equipment. Materials so deposited are presumed abandoned and to be disposed of by the Supplier. (f) The Hirer is responsible for ensuring that the Suppliers equipment does not constitute a nuisance to a third party, whether the said equipment is sited on the public highway of the Hirers own premises and does not infringe any Statute Order or regulation of local by-laws. Hirers are responsible for supplying adequate lighting to the Suppliers equipment if such equipment is left on the highway overnight. The Hirer is solely responsible for such lighting and if any accident should occur because of the loss of lights or the failure to keep such containers properly lit. The Hirer shall be solely liable and furthermore shall indemnify the Supplier against all actions at law that may arise from Hirers failure to keep the Suppliers equipment properly lit. (g) The Hirer shall at all times be responsible for obtaining any permissions from the Highway Authority and to conform with all conditions and regulations imposed by the Highway Authority if the container is to be placed on any part of a public highway, whether it be the carriageway or footpath. (h) The Hirer shall reimburse the Supplier for any damage caused to the container or to any ancillary equipment, such as traffic cones, lights or any other equipment hired to the Hirer with the container whilst the same is under the direct or indirect control of the Hirer, no matter what may be the cause of the damage, other than fair wear and tear. The Hirer shall also indemnify the Supplier in respect of any claims for injuries to persons or property arising out of the use of the container whilst on hire to the Hirer, however that may be caused.

(I) If during the period of hire, any injury is caused either to the Hirer or to any other person or persons or property arising out of the use of the container either by the Hirer or by Supplier whilst the same is on hire and no matter how the same may have been caused, the Hirer shall remain liable therefore other than if the injury or damage was caused by the negligent act of the Supplier or its employees. Without prejudice to the generality of the foregoing, the Hirer shall be solely responsible for and shall indemnify the Supplier against all damage caused by the Supplier's vehicles or the container whilst of or being driven on or off the public highway at the request and direction of the Hirer to any drains, culverts, sewers, eaves. Down-pipes, gutters, walls or any other property of the Hirer or any other person and irrespective of whether such damage was caused by the negligence of the Supplier or any of the Suppliers servants. (j) The Hirer will ensure that there is a clear space of not less than 35ft at one end of the container when collection is requested and that there is proper access for the lorry to load the container when the same is ready to be removed. The Hirer will not place any objects, materials or implements in the way of the removal of the container, which would make it difficult or dangerous for the container to be loaded onto the lorry at the time of removal.

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## 8. TERMS OF PAYMENT

(a) The Contract shall be paid in full to the Supplier by the 30th day after the month of service/transaction to the Hirer if the Hirer has applied for and been granted by the supplier credit account facilities. Or in the case of non-account holders to pay the full invoice value upon delivery and any additional fees charged when demanded. The account will be placed on stop should payment not be made within the credit terms.(b) The Supplier, at their sole discretion, may charge the Hirer any sums deemed payable by the supplier, being a minimum of £60.00 plus VAT at the current rate, for the depositing by the Hirer of any un-authorized goods as noted on the Suppliers' delivery slip.(c) Interest at the rate of 10% over the current base lending rate applicable at the time may be charged by the Supplier at their sole discretion on all sums due to the Supplier from the Hirer from the date on which payment is due and until the payment is made in full with cleared funds. The date of payment shall not be postponed because additions or alternatives to, or omissions from or defects in the goods/services, which do not substantially affect the commercial use of the goods/services. We reserve the right to enforce the terms of The Late Payment Commercial Debts (Interest) Act.

## 9. DEFAULT IN PAYMENT. THE SUPPLIER RESERVES THE RIGHT TO:

- (a) For any reason whatsoever Summarily terminate the Contract with respect to all or any of the goods/services but without prejudice to any rights which may have accrued or which may accrue thereafter to the Supplier and/or
- (b) Deduct the amount payable under the Contract from any sum then due or which may thereafter become due to the Hirer under any other Contract with the Supplier.
- (c) Re-Impose any sum by way of discount or deduction from the price of the goods/services shown on the delivery of the initial invoice for the goods and/or
- (d) In the event of any Cheque/Standing Order or Direct Debit Instruction which is returned marked "refer to drawer", "Represent" or unpaid in any manner whatsoever charge at the Supplier's sole discretion the sum of £27.50 for each and any subsequent dishonour and £50.00 for the issue of a Notice of Dishonour.
- (e) Withdraw all future credit facilities that may have been extended to the Hirer.
- (f) Charge to the Hirer all and any cost whatsoever, incurred by the Supplier for the recovery of such sums as are due and the enforcement of the Contract, including any third-party collection agency fee's and exercise the right to enforce the Late Payment Commercial Debts (Interest) Act.
- (h) Confer the rights of this contract to any third-party collection agency who may subsequently enforce any part of this contract.

## 10. CREDIT SEARCH.

(a) We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.



**Philip L Hyde**

Proprietor

19 November 2019

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