

Higgins Waste and Recycling Services Ltd.

SKIP HIRE AGREEMENT

Higgins Waste and Recycling Services Ltd (hereinafter called "Higgins Waste") require all hirers of company skips to adhere to the following terms and conditions which are legally binding on hirers. Please read these terms and conditions prior to hiring skips from Higgins Waste. If the Hirer has any question or seeks clarification on any of the terms set out below, please contact our office at 066-7123059 for assistance. All hiring contracts made with Higgins Waste shall be deemed to incorporate these terms and conditions and by accepting delivery of a skip/skips the Hirer is deemed to accept and be bound by the terms and conditions set out hereunder. Any variation or addition to these terms and conditions must be agreed in writing by Higgins Waste and the Hirer prior to entering into any hiring contract.

Standard Terms and Conditions

- (1) The Hirer must indicate the place /position at which the skip is to be dropped off. It is the Hirers responsibility to ensure that the choice of location at which the skip is dropped off is suitable and safe for such placement and that the placing of the skip at a particular location does not give rise to the creation of a danger, nuisance or obstruction of a right of way. Once the skip is dropped off at the location all risks pertaining to the use of the skip shall be the sole responsibility of the Hirer until such time as the skip has been collected by Higgins Waste. In this regard Higgins Waste requests that all Hirers satisfy themselves that they hold adequate insurance cover for the risks associated with such skip hire.
- (2) Where a skip is dropped off in a public place or on a public roadway, the Hirer shall be absolutely responsible for (a) the siting of the skip, (b) provision of all safety measures and lighting in and around the skip to prevent damage and loss to third parties and members of the public, (c) procuring the necessary consents, permissions or permits for such skip from the local or roads authority as are required by law and (d) arranging appropriate public liability insurance.
- (3) The Hirer is solely responsible to ensure that the skip is clearly visible in hours of darkness in the event that the skip is dropped off in a place to which the public have access or where third parties might potentially be injured.
- (4) The Hire Time Period for a skip is seven days unless otherwise agreed by Higgins Waste who may, at its sole discretion, charge an additional rental fee of €25.00 per week in the event of a skip being retained for longer than the said hire time period.

- (5) **SKIP CHARGES** :-The price of the skip hire shall be the current Higgins Waste hiring price as at the date of dispatch. Payment must be made on ordering the skip or at delivery unless otherwise agreed by Higgins Waste. In the event that Higgins Waste agrees to deferring payment with the Hirer, the full amount due and owing by the Hirer will immediately become payable when Higgins Waste makes a formal demand for payment of all and any skip hire charges accruing. Interest at the rate of 6% per annum on any unpaid skip hire charges from the date of the demand for payment will further be payable by the Hirer.
- (6) The Hirer shall not overfill the skip beyond the top edges. ("water level"). Higgins Waste drivers have been instructed not to collect overloaded skips as such skips are potentially hazardous whilst being loaded onto our trucks and/or being transported.
- (7) The Hirer must not set fire to any items placed in the skip.
- (8) The Hirer is solely responsible to ensure that the skip is used in such a manner that the contents placed in same do not give rise to a litter problem in the area in which the skip has been dropped off. Waste which has the potential to be blown around must be properly covered/secured in the skip.
- (9) **PROHIBITED MATERIALS:- NO LIQUID OR HAZARDOUS WASTE must be placed in the skip at any stage.** In particular the following waste types are strictly prohibited:- Oils,Paints, Thinners, Gas Cylinders, Asbestos Waste, Medicines, Clinical Waste, Septic Tank Waste, Batteries, Kitchen Waste, black bagged mixed domestic waste, Contaminated Soil, animal carcasses, creosote. This is not an exhaustive list and if unsure the Hirer should contact Higgins Waste for clarification if any particular waste might be considered harmful, hazardous or dangerous. Should any liquid or hazardous waste be discovered in the skip Higgins Waste reserves the right to charge the Hirer extra fees to appropriately deal with such waste including handling, segregation and safe disposal to a facility authorised to accept such waste.
- (10)**ASBESTOS WASTE**:- In the event that suspected asbestos waste is discovered in a returned skip it will be the responsibility of the Hirer to have the suspected asbestos tested to establish if same is asbestos. If the material is found to be asbestos it will be the responsibility of the Hirer to arrange for the removal of same from the Higgins Waste facility and to arrange, at the Hirers expense, for its disposal at an authorised facility.
- (11)Higgins Waste reserves the right to refuse delivery of a skip to any location where, in the opinion of Higgins Waste, there is a potential danger or risk created giving rise to potential

injury, damage or loss and/or where such delivery would be contrary to any law or bye-law in force.

(12) It is the responsibility of the Hirer to take reasonable care of the skip on delivery and to take reasonable steps to prevent damage caused to same. The Hirer shall be liable for any damage so caused.

(13) Higgins Waste Skips are dropped off and collected on private property (eg. Private yards, driveways) entirely at the risk of the Hirer. Hirers should be aware that the combined weight of a fully laden skip and truck can be up to 18 tonnes. It is solely a matter for the Hirer to determine that such yards or driveways and any manhole and drainage covers are suitable to withstand such weight in the circumstances. Higgins Waste shall not be held responsible for any damage caused in this regard.

(14) It is the responsibility of the Hirer to bring to the attention of Higgins Waste any driving hazards on the property at which the skip will be dropped off including manhole covers, drains, ducting, utility cables, tight corners, overhanging branches etc. In this regard Higgins Waste may at times require the Hirer or his/her agent to be present on site when the skip is being dropped off to clearly indicate any such driving hazards to the driver on the delivery day. Higgins Waste reserves the right to refuse to drop off a skip if such driving hazards present an unacceptable risk to Higgins Waste and/or where potential damage to manhole and drainage covers etc might occur. Higgins Waste shall not be held liable for any damage caused to undisclosed driving hazards and the Hirer will indemnify Higgins Waste in respect of any claim by a third party for loss and/damage caused in this regard.

(15) The Hirer authorises Higgins Waste to enter any land or premises in the ownership or control of the Hirer where a skip/skips have been dropped off in order to inspect, repair, replace or remove same.

The Hirer hereby confirms acceptance of the term and conditions of this Skip Hire Agreement as set out herein as witness by the Hirer's signature hereunder.

Signed by

for and on behalf of Higgins Waste

having been duly authorised to execute

this Agreement.

Date:- _____

Signed by the Hirer:-

Date:-
