

DUTY OF CARE - CONTROLLED WASTE TRANSFER NOTE

Producer:- Stated Overleaf as Customer & Site Address.

Collector of Waste:- Sharp Skips.
P.O. Box 195, Rainham, Essex RM13 9HA
TNE 375758

Address of Transfer:- Sharp Skips
Ferry Lane, Rainham, Essex RM13 9BU
WML 80378

LEVEL LOADS

NO FIRES

CONDITIONS OF HIRE

1. Customers warrant with respect to each container ordered to be placed other than on private property
 - (a) that the permission of the Highway Authority has been duly obtained under Section 31 Highways Act, 1971
 - (b) that the said permission will be kept in force by the extension of renewal as necessary until either the container is removed or until the expiry of three working days after notice is given to us to remove the container
 - (c) that they will ensure the observation at all times of all the conditions subject to which the aforesaid permission is granted and in particular will SECURE THAT THE CONTAINER IS PROPERLY LIGHTED THROUGHOUT THE HOURS OF DARKNESS
 - (d) that they will not remove the container from the place where it is deposited without first obtaining both written permission of the Highway Authority and ourselves
 - (e) that they will ensure that at the time when collection is requested there is a clear space at one end of the container of not less than thirty feet to enable the lorry necessary access to affect the collection and removal
2. The customer further warrants as a term of this contract that he or a responsible officer in his firm or company organisation has read or had explained to him and fully understands all the conditions subject to which the Highway Authority's permission has been granted
3. Unless specifically otherwise agreed customers shall themselves provide three marker cones by day and three marker cones plus six red lights during the hours of darkness on the container as required by the Highways Act 1971 if the same is placed on the Public Highway (including grass verges and footpaths or pavements) or any where else where damage to property or injury to third parties is foreseeable. It is the customers responsibility to supply covers for the containers if required.
4. Customers warrant either:
 - (a) that the waste material is of such a nature that the regulations issued by the Secretary of State under the Deposit of Poisonous Waste Act 1972 (herein called the Act) in force on the date of the removal of each loaded container exempt the waste material being removed from the provisions of the Act or
 - (b) that the required notice has been served under the provisions of the Section 3(1) of the Act on the required authority in the form required by Section 3(2) of the Act covering removal of each loaded container
5. Customers requesting or ordering vehicles delivering or collecting containers to leave the road shall re-imburse us in full in respect of any loss, costs, claims, damages or expenses we may sustain whether it is a result of damage to the vehicle to the container or to the property of the customer or third party including damage to the road margins and pavements.
6. Customers shall re-imburse us in respect of any loss or damage to the containers whilst on hire to them from whatsoever cause the same may arise (fair wear and tear excepted). Customers shall also be fully indemnify us in any claim for injuries to persons or property arising out of the use of the containers whilst on hire to them howsoever the same may be caused or arise and in particular customers undertake
 - (a) NOT TO LIGHT FIRES in the container nor to burn anything therein
 - (b) not to place any corrosive acid or noxious substance or liquid cement or concrete in the container
 - (c) to ensure that the container is not filled above the level of the sides thereof
 - (d) to pay all the extra expense and costs including possibly a new container which may result from non-observance of the aboveOverloaded skips will not be removed until excess has been unloaded at the customer's liability.
7. One clear working day's notice is required to terminate the hiring of the container. Customers undertake to fill the skip within the period of the licence granted under the Highways Act and to give us notice of its reading for collection
8. Customers should ensure the safe loading of materials into containers. Ownership of the contents of any container shall pass to us upon collection unless otherwise agreed in writing.
9. In the event of the Highway Authority or the Police exercising their powers to, or to cause us to light, move or remove the container during the period of hire, the customer acknowledges that he is responsible for all costs thereby incurred.
10. If the hirer directs the vehicle delivering or collecting a container to leave the public highway they shall fully indemnify the above company in respect of any claims losses.
11. Council permits are compulsory and must be obtained by the customer.
12. Lamps will be supplied by the above company - but it is the hirer's responsibility to ensure lamps are charged and lit at night. Failure to do so may result in a call out and service charge from the Council.
13. Customer's own responsibility to see skips are not overloaded.
14. Level loads only permitted.
15. Damage to skips whilst on hire will be paid for by the customer - wear and tear excepted.
16. Customer liable for skip and lamps, and shall pay for replacement if stolen.
17. EC regulations state that we cannot accept loads with paints or solvents in, or co-mingled loads consisting of any of the following wastes:
 - All fluorescent tubes (containing mercury)
 - Household chemicals (paints, solvents, pesticides etc)
 - Cathode ray tubes (TV's and computer monitors)
 - Household batteries
 - Fridges/freezers
 - Wood containing dangerous substances
 - Waste electrical and electronic equipment containing dangerous substances

**Please Note Over loaded skips will not be removed until excess has been unloaded at the customer's liability.
Lighting Regulations are the Customer's Liability**

The Customer will indemnify SHARP SKIPS owners of the container, fully and complete in respect of all claims demands or proceedings by any person whatsoever for physical injury or loss of or damage to property caused by or in connection with or arising out of the hire of the Containers