

# STANDARD TERMS AND CONDITIONS FOR SKIP HIRE

Cambridge City Council is a local authority waste broker, dealer and carrier registration number (CBDU585231), and registered office at The Guildhall, Market Square, Cambridge CB2 3QJ.

## 1. Definitions

- 1.1. “Council” refers to Cambridge City Council.
- 1.2. “Customer” means the person or organisation that has requested the hire of Equipment from the Council.
- 1.3. “Equipment” refers to any skip or container hired under this agreement.
- 1.4. “Site” means the address or location specified by the Customer for delivery and placement of the Equipment.
- 1.5. “Contract” means the agreement between the Council and the Customer for the hire of the Equipment in accordance with these terms and conditions.
- 1.6. “Delivery” and “Removal” refer respectively to the physical placement and collection of the Equipment.
- 1.7. “Rental Period” means the period from the date of Delivery until the date of Removal, including both days.
- 1.8. “Total Loss” refers to loss, theft or irreparable damage to the Equipment during the Rental Period.
- 1.9. “Business Day” means a day, other than a Saturday, Sunday or public holiday in England, when banks in Cambridge are open for business.
- 1.10. “Rental Payment” means the price for hire of the Equipment as agreed between the parties.
- 1.11. “VAT” means value added tax chargeable in the UK.

## 2. Basis of Contract

- 2.1. A Contract is formed when the Council confirms the booking in writing. All quotations or estimates are indicative and not binding unless confirmed in writing. The Council reserves the right to vary prices at any time without notice prior to the placing of an order by the Customer and confirmation of the Customer’s order by the Council.
- 2.2. These terms apply to all Equipment hire services provided by the Council and override any other terms proposed by the Customer unless the Council has expressly agreed otherwise in writing.
- 2.3. The Council reserves the right to amend Equipment specifications to comply with legal, regulatory, or safety requirements. Any such amendments will be communicated to the Customer in writing.
- 2.4. The standard Rental Period is 14 days from the date of Delivery unless otherwise specifically agreed upon in writing between the Council and the Customer. Additional charges may apply for any period of extended hire beyond the standard Rental Period.

## 3. Hire Conditions

- 3.1. Site requirements
  - 3.1.1. The Customer must ensure the Site is suitable for the Delivery and Removal of the Equipment. This includes providing sufficient access for the vehicle, which requires a minimum width of 2.9m (9.5ft) and space for manoeuvring without the need to fold mirrors.

- 3.1.2. Equipment must be placed on private land with the landowner's permission. The Site should not obstruct access to premises, manhole covers, surface water drains, or cause any nuisance or danger to the public.
  - 3.1.3. The Site must be capable of supporting the weight of a fully loaded skip vehicle, and the Council accepts no liability for damage to manholes, drain covers, driveways, or other surfaces that may not be fit for purpose.
  - 3.1.4. The Customer must ensure that there are no overhead obstructions (e.g., cables, tree branches) or raised kerbs that could hinder Delivery or Removal. The Council reserves the right to refuse Delivery or Removal in such cases.
- 3.2. Use of equipment
- 3.2.1. The Customer must use the Equipment with due care, ensuring it is not overloaded, moved, or tampered with.
  - 3.2.2. The Customer is responsible for ensuring the Equipment is filled to the maximum allowable capacity, but it must not be filled above the top edge. Overloaded Equipment may be refused collection, and additional charges may apply.
  - 3.2.3. The Customer is responsible for any loss, theft, or damage to the Equipment, except where caused by the Council's negligence.
- 3.3. Prohibited waste
- 3.3.1. The Customer warrants that prohibited waste items will not be placed in the Equipment.
  - 3.3.2. These prohibited items include, but are not limited to, asbestos, oily waste, fridges and freezers, tyres, liquids (such as oil or solvents), gas bottles, electrical items, hazardous or contaminated waste, fluorescent tubes, hazardous wood, and any other waste prohibited under applicable regulations.
  - 3.3.3. In the event that prohibited waste is discovered in the Equipment, the Council reserves the right to refuse collection and apply additional charges.
  - 3.3.4. The Customer is responsible for arranging the proper disposal of prohibited waste elsewhere, in compliance with applicable laws and regulations. The Council accepts no liability for improper disposal of such materials.
- 3.4. Customer Responsibilities
- 3.4.1. The Customer is responsible for providing accurate Site details, including any access restrictions or safety requirements. The Customer must notify the Council in writing of any changes to the Site address or any issues affecting Delivery or Removal.
  - 3.4.2. The Customer shall ensure that the Equipment is positioned in a manner that does not obstruct public access or cause a hazard.
  - 3.4.3. The Customer is responsible for ensuring that the Equipment is not overloaded.
  - 3.4.4. The skip or container must not be filled above the top edge.
  - 3.4.5. Overloaded Equipment may be refused collection.
  - 3.4.6. Additional charges may apply if the Equipment is found to be overloaded, and the Customer may be required to arrange for removal of excess waste at their own expense.
  - 3.4.7. The Council reserves the right to refuse removal of any Equipment that is deemed to be unsafe or overfilled.

- 3.4.8. The Customer must ensure the Equipment is placed on private land, with explicit permission from the landowner.
- 3.4.9. The Customer is responsible for ensuring there is adequate lighting for safe Delivery, particularly in winter months or periods of reduced visibility. Failure to provide such lighting may result in a wasted journey fee.
- 3.4.10. Risk in the Equipment passes to the Customer upon Delivery and reverts to the Council upon Removal of the Equipment from the Site.
- 3.4.11. Title in the Equipment remains at all times with the Council. The Customer shall not sell, lease, transfer, or otherwise dispose of the Equipment during the Rental Period or at any time until it has been formally returned to the Council.

## 4. Council responsibilities

- 4.1. The Council shall ensure that the Equipment is delivered in a clean and serviceable condition, suitable for the intended use as per the terms of the Contract.
- 4.2. The Council will make reasonable efforts to deliver and remove the Equipment in accordance with the agreed timescales, subject to availability and any unforeseen delays beyond its control. The Council will inform the Customer promptly if delays are anticipated.
- 4.3. The Council shall comply with all relevant environmental and waste disposal regulations in the provision of the Services. The Council will ensure that the waste is disposed of legally and responsibly, in compliance with the Environmental Protection Act 1990 and all associated legislation.
- 4.4. The Council shall comply with all health and safety regulations applicable to the delivery, positioning, and removal of the Equipment. This includes taking necessary precautions to ensure that the delivery and removal processes are conducted safely and without risk to people or property.
- 4.5. The Council will maintain appropriate insurance to cover the delivery and removal of the Equipment, including damage caused during transit. However, the Customer is responsible for insuring the Equipment against theft, damage, or loss once the Equipment is on their Site.
- 4.6. Upon the removal of the Equipment, the Council shall provide the Customer with the relevant Waste Transfer Notes (WTN) and any necessary weighbridge tickets, in compliance with waste management regulations.
- 4.7. In the event that the Council is unable to provide the Equipment, make the delivery, or carry out removal services as agreed, the Council shall notify the Customer as soon as possible. The Council will make reasonable efforts to resolve any issues or offer alternative solutions.
- 4.8. The Council reserves the right to refuse to deliver or collect Equipment if the Site does not meet the required specifications or if it is unsafe to do so, in which case, the Customer will be informed promptly, and reasonable alternatives will be offered where possible.

## 5. Payment Terms

- 5.1. The Rental Payment is exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner prescribed by law.
- 5.2. Payment shall be made by invoice and is due in accordance with the terms stated therein. The Customer agrees to settle the amount within the specified due date.
- 5.3. The Council reserves the right to apply additional charges for:

- a. Unauthorised waste types;
  - b. Excess weight;
  - c. Failed collections;
  - d. Extended hire periods.
- 5.4. Invoices not paid by the due date will incur interest at 4% per annum above the Bank of England base rate, along with reasonable costs for debt recovery.
- 5.5. Additional Charges
  - a. Waiting time charges will apply if Delivery or Removal is delayed beyond 15 minutes on site, at a rate of £81 per hour (pro-rata).
  - b. Wasted journey fees and additional haulage charges may be applied if access to the Site is restricted or if the waste is overloaded.

## 6. Indemnity and Liability

- 6.1. The Customer shall indemnify the Council and keep it indemnified against any loss, liability, damage, or expense arising out of:
  - The use of the Equipment in breach of these terms and conditions;
  - Injury to persons or damage to property caused by the use or positioning of the Equipment;
  - Any unauthorised relocation, tampering with, or damage to the Equipment;
  - Damage caused to the Council's vehicle or Equipment due to inadequate access or negligence by the Customer;
  - Any failure by the Customer to comply with the terms of this agreement.
- 6.2. Liability of the Council
  - 6.2.1. The Council's liability for any direct loss or damage to the Customer's property shall be limited to the reasonable cost of repair or replacement, as determined by the Council in its sole discretion acting reasonably.
  - 6.2.2. The Council is not liable for delays in delivery or removal due to reasons outside its reasonable control, including severe weather, traffic delays, or events classified as force majeure.
  - 6.2.3. The Council accepts no liability for loss of profit, business interruption, or any indirect or consequential loss incurred by the Customer, arising from the use or operation of the Equipment or the provision of Services under the Contract.
  - 6.2.4. Nothing in these terms shall exclude or limit the Council's liability for death or personal injury caused by its negligence, or any other liability that cannot be excluded or limited by law.
  - 6.2.5. The Council shall not be liable for any damage to the Customer's property caused by inadequate access or any action taken by the Customer that prevents proper delivery or removal of the Equipment.

## 7. Cancellation and Termination

- 7.1. A cancellation charge of £81 (plus VAT) will apply to all skip bookings cancelled on or after the date of Delivery.. Cancellations must be received in writing at least one Business Day prior to delivery.

- 7.2. Either party may terminate the Contract by giving one Business Day's notice, unless a fixed term has been agreed
- 7.3. The Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment, such as irreparable damage or theft.
- 7.4. Upon termination, the Customer must settle all outstanding sums, including costs of Equipment removal and any additional charges incurred as part of the termination process.

## 8. General Provisions

- 8.1. If any part of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.2. A delay or failure by the Council to enforce any part of these terms shall not constitute a waiver of rights or provisions of the Contract.
- 8.3. This Contract shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.
- 8.4. The Council shall not be held liable for delays or failure in performance due to events beyond its reasonable control, including but not limited to, force majeure events.
- 8.5. Any notice given to a party under or in connection with the Contract shall be in writing and shall be served by hand, by email or by pre-paid first-class post (or other next working day delivery service) at its registered office (if a company) or its principal place of business (in any other case).
- 8.6. Any notice shall be deemed to have been received:
  - a) if delivered by hand, at the time the notice is left at the proper address; or
  - b) if sent by email, at the time of transmission (provided there is no undeliverable message);;
  - or
  - c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 8.7. The email addresses for services of notices are:
  - a) Council: [commercial.services@cambridge.gov.uk](mailto:commercial.services@cambridge.gov.uk); and
  - b) the Customer: the email address confirmed by the Customer to the Council at the time of formation of the Contract.
- 8.8.
- 8.9. A notice given under this Contract is not valid if sent by fax.