



A-Strip Environmental LLP
'Terms and Conditions'

The following terms and conditions apply to all tenders, quotations and sale orders placed with "the Company"

1. Contract

a The following documents only and their annexes, if any, shall together constitute the Contract between the Company and the Client and the term "the Contract" shall include the following documents:

- (i) These Terms and Conditions;
- (ii) The Company's Order Acknowledgement;
- (iii) The Company's Tender;
- (iv) Any other documents referred to in the Tender or Order Acknowledgement.

b In the event of any ambiguity or discrepancy in the documents, the priority of the documents shall be the order listed in sub-clause 1(a).

c For the purposes of the Contract, a "Consumer" means any natural person who is acting for purposes which are outside his trade, business or profession.

d Where the Client is not a Consumer, the Contract as defined in sub-clause 1(a) constitutes a complete statement of the contractual rights and liabilities of the Company and Client in relation to the Works and no negotiations between them nor any other document agreed or signed by them prior to the date of the Order Acknowledgement shall be of any contractual effect.

2. General

The following terms and conditions apply to all tenders, quotations and sale orders placed with the Company, except where modified in writing. They will be found to accord with the usual customs and statutory regulations in the industry and do not affect the Client's rights under common law but are stated specifically to avoid misunderstanding.

The placing of an order/letter of intent with the Company by the Client shall be deemed to be his unconditional acceptance of these terms and conditions which shall override any terms and conditions stipulated by the Client whether referred to or contained in his enquiry, order or otherwise. All relevant paperwork will be forwarded on receipt of official order.

All works to be carried out during normal working hours (8.00am – 5.00pm) Monday – Friday unless stated otherwise. The Company will require isolation and disconnection of any live M&E services within the confines of the work areas. It is the Client's responsibility to inform us of any services that must remain live during the works.

3. Prices

Prices shall not be subject to retention and/or discount. All prices are subject to VAT at the prevailing rate. Prices quoted do not include for making good unless specified in quotation. Prices do not include for scaffolding unless specified in quotation.

4. Works

The Company shall execute and carry out the Works using reasonable skill and care in accordance with the Contract and reasonable instructions supplied to it from time to time by the Client.

5. Commencement and Completion

The Client will make the site available to the Company for the Commencement Date stated in the Order Acknowledgement and for the duration of the Works. Where no Commencement Date is stated in the Order Acknowledgement, the Client will give the Company a minimum of three weeks notice of the Commencement Date.



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Company Registration No : **OC321848**

Asbestos License No : **4060705145**

CIS4 Certification No : **5624779263101**

VAT Registration Number : **895518081**

Waste Carriers License : **YNA/840533**

CIS UTR No : **39791 74691**

The Company shall carry out and complete the Works in the Contract Period stated in the Order Acknowledgement subject to adjustment by any extension of time issued by the Client.

The Client shall supply all drawings, details or information necessary for the Company to perform its obligation under the Contract. Completion of the Works will be achieved on the date on which all Works are completed with the exception of minor defects or work of a minor nature.

The Company will be entitled to an extension of time to the Contract Period for any delays caused to the Works for reasons beyond the control of the Company including but not limited to: compliance with instructions of the Client; adverse weather conditions; civil commotion, wars, riots, lock-outs, terrorism or the threat of terrorism; the Company's inability to secure labour or materials; obstruction of the Works; the Client's failure to make the site available to the Company; the carrying out of works by the Client, another Company, a local authority or statutory undertaker; delays in receiving statutory approvals; acts of prevention by the Client; and the suspension of the Works by the Company in pursuant to clause 5.

6. Price Fluctuation

Prices are fixed for 30 days from price of quotation, after which time the Company shall be entitled to make reasonable variations to the price of the labour, goods, materials, taxes and duties on which the quotation is based increase or decrease before the completion of the works. Quotations are given on the basis that access will be available for the purpose of the works, during normal working hours. If such access is not available, the Company shall be entitled to make reasonable additional charges for the loss and/or expense and/or damage so incurred.

7. Damage to the Client's Property

Whilst the Company will exercise reasonable skill and care to ensure that there is no damage to the Client's property, the Company will accept no responsibility for damage however arising, unless it can be clearly and unambiguously demonstrated to be a result of the Company's negligence.

8. Defects

The Client acknowledges the right of the Company to correct any agreed insufficiency or defects in works done and to address any reasonable cause for complaint by the Client. If the Company is prevented by the Client from taking appropriate remedial action within a reasonable time after completion of the work, the Client will become solely responsible for any subsequent costs of remedial works and/or alternative remedial actions whether agreed with the Company or not.

9. Loss and/or Expense

The Company will be entitled to payment by the Client for any direct and/or indirect loss and/or expense it may incur as a result of the regular progress of the works being disrupted or prolonged for reasons beyond the control of the Company including but not limited to: compliance with instructions of the Client; adverse weather conditions; civil commotion, wars, riots, lock-outs, terrorism or the threat of terrorism; the Company's inability to secure labour or materials; obstruction of the Works; the Client's failure to make the site available to the Company; the carrying out of works by the Client, another Company, a local authority or statutory undertaker; delays in receiving statutory approvals; acts of prevention by the Client; and the suspension of the Works by the Company in pursuance to clause 8 including remobilisation charges.

The provisions of this clause are without prejudice to any other rights or remedies that the Company might possess.



10. Terms of Payment

All payments are due 30 days from date of invoice or payment application, subject to satisfactory credit rating. If the value of the works exceeds £3500 the Company reserves the right to request interim payment during the works equal to the value of materials delivered to site and labour costs incurred and the Client hereby agrees to make such payment within 14 days of application by the Company. If such payment is not made the Company reserves the right to suspend or abandon the work and to remove unfixed materials, tools and other equipment from this site.

11. Overdue Accounts

The Company reserves the right to charge the Client on overdue accounts at a daily rate equal to 4% above the clearing bank base lending rate. The Company reserves its statutory rights to claim interest and compensation for debt recovery costs in accordance with the Late Payment of Commercial Debts and Interest Act 1998 if the Client fails to make payment according to agreed credit terms.

12. Termination of Contract

The Company may, without prejudice to any other rights, forthwith terminate any contractual agreement with the Client on written notice if the Client:

- (i) being a Company, pass a winding up resolution or a court order is made to that effect
 - (ii) being a partnership or unincorporated association, is dissolved, or
 - (iii) if a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar official is appointment over any of your assets or you are made bankrupt or you otherwise enter into any composition agreement with your creditors.
- On termination of the Contract, the Client will make payment to the Company for the following items within 14 calendar days of the date of termination, after taking into account amounts previously paid:
- (i) The Gross Valuation of the Works valued in accordance with clause 8
 - (ii) Any other loss and/or expense caused to the Company by the determination including loss of overheads and profit on works not undertaken of fifteen percent (15%).
 - (iii) The cost of the Company removing from site all temporary buildings, plant, tools and equipment;

13. Cancellation or Delay

If the Client amends or cancels an order, the Company reserve the right to claim loss and/or expense and/or damage incurred at the date of cancellation or amendment, including loss of profit. Delivery dates are given in good faith however the Company accepts no liability for any delays in executing the works from causes beyond our control including, fire incidents, poor weather, transport/travelling delays, labour disputes or shortage of materials or equipment.
Orders are accepted subject to the Company reserving the right to cancel without liability if prevented by reason of events that are outside our control.

14. Variation of Terms and Conditions

It shall be a condition precedent that no variation in these terms and conditions shall be valid unless the same is in writing and signed by an authorised official of A-Strip Environmental LLP.

No employees, other than a partner of A-Strip Environmental LLP, acting on behalf of A-Strip Environmental LLP has the authority to agree any variation or addition to these standard conditions or to make any representations relating to the Order or any matter referred to therein.



15. Health and Safety

Each party acknowledges that it is aware of and undertakes to the other that in relation to the Works and site it will duly comply with the Construction (Design and Management) Regulations 2007 or any legislation or subordinate legislation which may amend, repeal or replace these regulations.

The Client shall strictly comply with the requirements of the Company's Health and Safety policies.

16. Demolition Services Terms and Conditions

Interruptions to work (unless solely caused by the Company) shall result in day work schedules being applied. 2 man gang (Foreman, Labourer and van) = £560 + £80 per day. Add £280.00/day/man for any additional men.

- (i) Prices do not included for welfare facilities, hoists, power supplies, storage, skips, chutes, scaffolding unless specified in the quotation.
- (ii) Prices do not include for removing loose rubbish/items unless specified in quotation.
- (iii) Prices do not include for the removal of hazardous waste, disconnection of services, fencing, propping or waterproofing of works, unless specified in quotation.
- (iv) Prices do not include for Diamond cutting/drilling, craneage or protection of works unless specified in quotation.
- (v) Prices do not include for removal of foundations unless specification in quotation.
- (vi) All foundations will be priced at an average of 1m deep and of strip construction.
- (vii) Unless agreed otherwise in the quotation, the Client will obtain all necessary consents relating to the Works and pay all relevant fees.

16.1 Asbestos Removal Services Terms and Conditions

- 1 We will require an uninterrupted ½ " pressurised water supply.
- 2 We will require an uninterrupted suitable and sufficient 110 volt and 240 volt electrical supply.
- 3 Interruptions to work through no fault of our own will result in day work schedules being applied. 2 man gang (supervisor, operative and plant and equipment – 1 van, 1 Decontamination unit, 2 hoovers, 1 air mover, 1 smoke machine, 2 powered respirators) = £1000.00/day. Add £200.00/day/man for any additional men.
- 4 Prices are subject to H.S.E. approval of method statement.
- 5 Works may be subject to 14 day notice to the enforcing authority.
- 6 All work areas must be completely clear of loose items including furniture. Any extra work by our operatives in clearing areas will be re-charged. In cases where fixed furniture prevents removal, extra charges will be made to remove (But not re-instate) fixed furniture or removal will be limited to areas accessible to operatives
- 7 Although every care will be taken, we regret that we are unable to accept liability for any damage caused to decorations etc.
- 8 Cancellation of start date as shown on the HSE notification form (ASB 5) through no fault of our own would result in an administration charge of £85.00 and above day work schedule if we arrive on site and are unable to begin works.

16.2 Environmental Surveying Services Terms and Conditions

- 1. Survey reports are provided to and for the benefit of the client exclusively. The company shall not be liable to any third party who seeks to use the survey reports. Survey reports may not under any circumstances be used by any third party without the company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequently or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the survey report whether such defects or deficiencies are caused by the negligence of the company or its employees or agents or otherwise.
- 2. We will require your written order a minimum of 10 working days prior to the commencement of site survey.
- 3. Payment terms: Approved contractors, as per standard terms above. All others, payment in full is required prior to issuance of the Survey Report, subject to satisfactory credit rating.
- 4. Interruptions to work through no fault of our own would result in day work schedules being applied. (Surveyors Rate of £460/Day)



5. Confidentiality and data ownership

5.1 Each party agrees to maintain secret and confidential all information relating to the business affairs methods and know-how of the other that it acquires pursuant to the contract. The work, all information supplied by the client and all data are confidential to the client and will not be discussed with or disclosed by the company to a third party without the prior permission of the client in writing. This clause shall not apply to information which is owned by the company (solely or jointly with any third party or parties), which is already known to the company prior to disclosure by the client, which is or becomes available to the company by lawful means, or which is already in the public domain.

5.2 Provided that the Company has received payment in full of the price of the services the property in any reports prepared for the benefit of the client shall pass to the client. The client shall be entitled to reproduce parts or extracts from such reports provided that the client shall obtain the prior written consent of the seller where reports or extracts from reports are reproduced using the sellers name.

5.3 Ownership of the Data shall vest in the Client. Ownership of all skills, knowledge know-how, techniques and methods have their origin in the skill and endeavour of the company shall vest in the company.

5.4 The client shall indemnify the company against all liability and loss, damages, costs and expenses awarded against or incurred by the company in connection with any claims by third parties arising from the reproductions of the work or report or part of any report prepared in connection with the contract.

Waste Disposal and Skip Hire Terms & Conditions

In these conditions

"the provider" means Select-A-Strip Environmental LLP.

" the supplier means" where the context so permits, the provider or the providers duly authorised agent or sub-contractor.

"the hirer" means the person or company requesting provision of a skip by the provider.

"the service" means the supply of a skip or skips by the provider, it's employees, servants, agents or sub-contractors for the period of hire to facilitate the removal of refuse on behalf of the hirer and the subsequent disposal of the contents of such skip or skips on behalf of the hirer.

"the skip" means any skip or skips or any other hire item (for example storage containers or portable toilets) provided as part of the service.

"the site" means the place where the skip is deposited at the request or direction of the hirer.

"the period of hire" means the period from delivery of the skip to the hirer, to collection there off, from the hirer or such time as collection thereof ought reasonably to have being completed by the supplier.

"Working day" shall mean Monday to Friday in any week.

"Force Majeure" means any circumstances beyond the reasonable control of either the provider or the supplier (including, without limitation, thereto, any strike, lock out or other form of industrial action, accident, inclement weather, difficulties in obtaining fuel parts or machinery, power failure or breakdown, or malfunction of machinery or computers. In consideration of the provider extending credit to the hirer as named, the person signing this form hereby guarantees payment to the provider of all outstanding monies including amounts owed in excess of credit limit and any interest applicable.

1. These conditions shall apply to all contracts for the supply of the service by the provider to the exclusion of all other terms and conditions and shall apply where the context so permits for the benefit of the supplier and the employees, agents and sub-contractors of the provider and the supplier as if they had been parties hereto.

2. The provider reserves the right to add to, alter or amend or withdrawal any of these terms or conditions without notice. Any typographical, clerical or other error, or commission in any sales literature, quotation or price list, acceptance of offer, invoice or other document or information issued by the provider shall be subject to correction without any liability on the part of the provider.



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3. Any reference in these conditions to a statute or regulation or provision thereof shall be construed as a reference to that statute, regulation or provision as a amended re-enacted or extended at the relevant time.

4. All requests for the service shall be deemed to be an offer by the hirer to purchase the service pursuant to these conditions and the service is offered subject to the availability of suitable skips to the provider. The Hirer agrees that they will rely wholly on their own skip and judgement in the selection of the service and will not treat any information supplied to them by the Provider as a representation , warranty or guarantee in any manner whatsoever.

5. No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the Provider and the Hirer.

6. The Provider will use its best endeavours to comply with the Hirer's requirements but can accept no responsibility for failure to supply, or remove or for any delay in supplying or removing skips which may be caused directly or indirectly by any circumstances beyond the Providers control, or any unforeseen or abnormal conditions by any act or neglect on the part of the Hirer and time shall not be of the essence of the Contract save as to payment by the hirer for the service. The provision of the service may be wholly or partly suspended at the providers discretion without liability on the part of the provider for any loss resulting from any suspensions.

7.a) Except as specifically otherwise agreed in writing the provider or supplier, shall be under no obligation to deposit the skip elsewhere than on a highway.

b) The Hirer agrees in all cases:- (i) to provide and adequately maintain all necessary approach roads and sites for the purpose of the delivery;

(ii) to rely on their own skill and judgement and to satisfy themselves as to the suitability of all approach roads, tracks, or grounds, for the purposes of delivery, siting and collection of skips and to notify the provider at the time of ordering the service of any special requirements as to delivery.

(iii) promptly on the arrival of the vehicle to accept delivery and provide any necessary directions and a suitable site.

(iv) to ensure that an authorised person is present at the time of delivery to sign and acknowledgement of delivery and or collection of the skip and that such authority is signed on delivery or collection by such authorised person and not otherwise and the Hirer agrees that any delivery or collection note

signed by a person with apparent authority to do so shall be deemed to be signed by an authorised representative of the hirer and that where no such person is available to sign such proof of delivery or collection within 10 minutes from arrival of the skip or the vehicle at the site the suppliers written confirmation of delivery shall be final and binding upon the Hirer.

c) The Hirer shall save harmless and keep the provider indemnified against any claim demand or penalty arising during the period of hire and which could not have been made had the provider not agreed to provide the service including, but not limited there to all 3rd party claims, or claims for damages arising out of accidents related to any skip or skips the subject of this contract.

8.i) The price for the provision of the service shall be such sum as shall from time to time be agreed between the parties & in default of agreement shall be a quantum meruit otherwise agreed shall be exclusive of VAT which shall be payable by the Hirer.

ii) Save where the Hirer has a previously approved credit account with the Provider payment for the provision of the Service shall be made in full by the Hirer to the Provider prior to the delivery by the Provider of any skip or skips.

iii) Where the Hirer has an approved credit account the provider shall be entitled to invoice the Hirer at the end of the month for all the services provided hereunder prior thereto and the Hirer shall pay the price for the provision of the service to the Provider within 30 days of the date of the Providers invoice. The time of payment of the price shall be of the essence of the Contract.

iv) The Hirer agrees that in the event that the Hirer shall fail to pay the Provider's account in accordance with the terms hereof the provider may return to the Hirer the waste or a quantity of waste which is in the reasonable opinion of Provider similar thereto and the Provider shall for such purposes be entitled to enter upon any premises of the Hirer or any third party from whom waste was collected for such purposes and to deposit such waste thereon.

v) The provider reserves the right to grant, refuse, withdraw, restrict, alter or cancel credit terms at its discretion. Where the Service is to be supplied over a period of time each instalment thereof shall be treated as a separate contract and failure by the Provider to provide any one or more instalments, shall not entitle the Hirer to treat the contract as a whole as repudiated.

vi) If the Hirer fails to make any payment on the due date then , without prejudice to any other right or remedy available to the seller, the seller shall be entitled to:

a) cancel the contract or suspend any further deliveries to the Hirer.

b) appropriate any payment made by the Hirer to such of the services (or the Services supplied under any other contract between the Provider and the Hirer) as the Provider may think fit (not withstanding any purported appropriation by the Hirer; and



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- c) charge the Hirer interest (both before and after any judgement) on the amount unpaid, at the rate of 2.5% per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- d) charge the hirer's credit card as listed on the credit card and bank reference form to bring the account back into agreed trading terms.

9. The Hirer shall where so required to do by the Driver direct the Driver where to deposit or pick up the skip.

10.a) Where the provider or the Driver are requested or directed to deposit or pick up a skip on or from a site which is off a highway or where delivery otherwise involves the passage of the vehicle over gratings, drains, roads, pavements, forecourts, yards, asphalt areas or any like areas the Provider shall be under no liability whatsoever to the Hirer for any damage howsoever caused whilst the vehicle is off the highway other than as shall be caused by negligent driving on the part of the driver. Without prejudice to the generality of Condition 7c) the Hirer shall subject as above save harmless and keep the Provider indemnified against any claim or demand which could not have been made had the Driver not been so requested or directed. The Hirer will in addition compensate the Provider for any damage to the vehicle or the skip which would not have occurred had the Driver not been so requested or directed and which is not due to any negligence on the part of the Driver.

b) If the Provider shall be prevented for any reason beyond its control from delivering or collecting a skip or skips, the Hirer shall remain liable for the Provider's charges together with such additional sums as the Provider shall reasonably so require for the further provision of the Service.

11. The time allowed for depositing or picking up a skip is ten minutes. If the vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage. Standing times are chargeable at £50 per hour or part thereof.

12. The standard time allowed for a 'Wait & Load' is fifteen minutes. If the vehicle is kept waiting longer than this initial time, the hirer shall be liable for a waiting charge of £50 per hour or part thereof.

13. The Hirer shall ensure that all permissions required before the skip can lawfully be deposited on the site including the permission required under the Highways Act 1971 have been or will be obtained before they request the Provider or direct the Driver to deposit the skip on the site and that the said permission will be kept in force during the period of hire and where necessary for up to 3 working days thereafter. The hirer, will ensure that all skips sited on the highways will be lighted and coned in accordance with the terms and conditions of the highways act and the issuing local authority's demands.

14. The Hirer shall not move the skip from the site without the consent of the Supplier and where necessary the highway authority.

15. The Hirer shall ensure:

- a) That the Hirer signs a single or multiple consignment transfer note declaring the waste type and that the waste is accurately described when completing the transfer note.
- b) Where the waste type does not conform to the description as specified on the waste transfer note or is different to that as specified at the time the skip was ordered, then charges will vary accordingly.
- c) Where inert waste loads (soil/hardcore/muck) are ordered and they are found to contain other waste types, in particular mixed builders waste materials thus contaminating the load, the hirer will be charged accordingly for the hire tipping charges (typically £40 to £75 per tonne) In particular the hirer must be aware of the considerable differences in landfill tax rates. Currently £6/tonne for inert materials and £27/tonne for active waste materials.
- d) Where appropriate waste is only stored in suitable containers.
- e) that no liquids explosives, toxic, or dangerous materials including, but not limited to fibrous asbestos, solvents, minerals or greases will be placed in the skip without the written consent of the supplier and that the contents of the skip when loaded conform to the requirements of S.I.1980/1709 or any re-enactment thereof and the local waste regulation authority with regard omits suitability for disposal as general or special waste as a controlled waste disposal site.
- f) If any waste to which the said section applies is placed in any skip the Hirer will immediately give the notices required by the said section and send copies of such notices to the supplier and the provider.
- g) That no asbestos will be placed save where the Hirer has given to the Provider, a minimum of seven days notice of their intentions so to do and obtained the written agreement of the Provider thereto and of the charges to be made with regard thereto.
- h) No cans, bottles or other liquid containers are placed in the skip unless they are dry, free from liquid, residues and open for inspection.
- i) That no fridges, freezers, vehicle tyres, car/commercial vehicle batteries and any other waste types which following changes in legislation from time to time may become classified as a special or difficult waste type,



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j) in SOME areas other items such as mattresses, tree stumps, electrical times & tarmac can be difficult to dispose of and may incur a surcharge

16. The Hirer shall ensure from the time that the skip is deposited until it is picked up again by the Supplier

a) It is properly sited in accordance with any relevant permission and that all conditions thereof are observed and performed at all times.

b) It is properly coned where necessary during the hours of daylight and coned and lighted during the hours of darkness.

c) No fires are lit in, and no corrosive acid or noxious substance, liquid cement or concrete placed in the skip.

d) It is filled no higher than the top of its sided and in such manner as to prevent spillage of material therefrom both, whilst the container is stationary or in transit. Where skips are located on public or third party property and waste is accumulated for any reason whatsoever in the immediate proximity of the skip, the Provider reserves the right to supply a further skip or skips to contain the surplus material and to transfer the same to the skip or skips and to debit the Hirer with the reasonable costs of so doing.

e) It suffers no damage except fair wear and tear. All damage by fire, vandalism or other means, the hirer will reimburse the provider all costs for either replacement or repair.

f) No danger is caused by the skip or its contents to any third party and in particular but without limitation thereto to children.

g) No unauthorised removal of the skip shall take place by the hirer or a 3rd party contractor without the prior consent of the provider. The hirer will be debited all reasonable costs incurred in returning the skip, or in cases where the skip is deemed lost or stolen the hirer will reimburse the provider in full.

Please note that many insurance policies will not cover theft of skips or ro/ro's.

17. Notwithstanding the terms of condition 15 it shall be the Hirer's duty to notify the Supplier of and the Supplier's responsibility to ensure compliance with any condition imposed by a highway authority relating to the marking of the skip with reflective paint.

18. Except as specifically otherwise agreed in writing the Hirer shall fill the skip within the period of hire which is 1 week (7 days - If the hire exceeds this period, rental charges may be incurred at upto £2 per day for skips and upto £10 per day for roll on offs.) and shall inform the Supplier in good time of its readiness for collection or replacement. The Hirer shall ensure that from the time when collection of the skip is due to take place until the same is collected there is left a clear space at one end of the container to terminate the hiring of the skip the minimum notice period shall be one clear working day's notice. Ownership of the contents shall pass to the Supplier on collection unless agreed in writing.

19. The Provider may arrange the removal or repositioning of the skip if required at any time to do so by a highway authority or constable in uniform under Section 140 of the Highway Act 1980. The Hirer shall be responsible for the reasonable additional cost thereof on the part on the Provider or Supplier.

20. It is the responsibility of the hirers representative on site to keep the hirers copy of the 'Proof of Delivery' ticket. Any copies required at a later date will be subject to a £5 administration charge.

21. Except as specifically otherwise agreed in writing the Provider agrees to dispose of such of the contents of the skip as shall be in accordance with the terms of this contract. The Hirer agrees that they will pay the Provider's reasonable charges of dealing with any of the contents of any skip which do not comply with the terms of this contract.

22. Risk: The risk in relation to any skip or skips supplied pursuant to this Contract shall pass to this Hirer upon delivery in accordance with the Hirer's request or direction and shall remain with the Hirer until the skip or skips are collected by the Supplier.

23. Where the Service is provided under a consumer transaction as defined by the Consumer Transaction (Restriction on Statements) order 1976, the statutory rights of the hirer are not affected by these conditions.

24. It is specifically provided and agreed that any compensation &/or damages payment in respect of any claim or claims arising out of or in connection with the terms of this contract for any reason whatsoever and howsoever arising shall not amount in the aggregate to more than the cost of the provision of the service by the provider or that part of the Service giving rise to such claim and Provider and any other person entitled to the benefit of this contract shall have no further liability to the Hirer. Except in respect of death or personal injury cause by the negligence of the provider or any other person entitled to the benefit of this contract, the Provider or such party shall not be liable to the Hirer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of this contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the



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negligence of the Provider or any other party entitled to the benefit of this contract, there employees, or agents, or otherwise) which arise out of or in connection with the supply of the service, except as expressly provided in these conditions.

25. The Provider shall not be liable to the Hirer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the providers or suppliers obligations in relation to the service, if the delay or failure was due to force majeure.

26. Insolvency of Hirer :

a) This cause applies if :

- i) the Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposed of amalgamation or reconstruction); or
 - ii) an encumbrance takes possession, or a receiver is appointed, or any of the property or assets of the Hirer, or
 - iii) the Hirer ceases or threatens to cease, or threatens to cease; to carry on business; or
 - iv) the Provider reasonably apprehends that any of the events mentioned above is about to occur in relation to the Hirer and notifies to the Hirer accordingly.
- b) If this clause applies then without prejudice to any other right or remedy available to the provider, the Provide shall be entitled to cancel the contract or suspend any further deliveries under the Contract without any liability to the Hirer, and if the Services have been provided but not paid for, the price shall become immediately due and payable not withstanding and previous agreement or arrangement to the contrary.