

ELLGIA

Waste Management • Recycling Solutions • Skip Hire

YOUR SKIP GUIDE

Thank you for choosing Ellgia as your trusted zero to landfill skip provider.

Please see details below as to what you CAN and CAN'T dispose of within your General Waste skip, and also remember that a level load is a safe load.

If you have any further questions please contact your local depot

What CAN go in?

If you are unsure, please contact your local depot



Bagged Canteen Waste



Cardboard



Glass



Newsprint



Office Waste



Packaging



Pamphlets



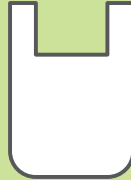
Paper



Plastic



Polystyrene



Polythene



Hardcore or Soil



Metal



Wood

What CAN'T go in?



Gas Cylinders



Fridges & Freezers



Batteries



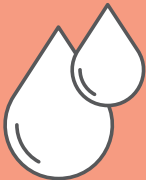
Monitors, TVs & VDUs



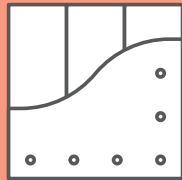
Tyres



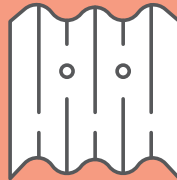
Paint



Liquids



Plasterboard



Asbestos



Tarmac



Fluorescent Light Tubes



Fire Extinguishers

1. Rubbish may not be burnt in or near the skip and must not be loaded above the sides of the skip.
2. The company reserves the right to make an additional charge for skips with: unauthorised waste, mixed cross category waste, overloaded or incorrectly loaded without pre-notification.
3. The customer undertakes to lawfully obtain every necessary authority or licence from the local authority which may be required in connection with the use of the skip supplied under this contract unless pre-notification has been obtained on order.
4. The customer shall be responsible for the skip - any damage shall be the responsibility of the customer and all associated costs shall be charged accordingly (see section 6 of Terms and Conditions). The customer shall also ensure the safe loading of the material into the skip.
5. If the customer directs a vehicle delivering or collecting the skip to leave the public highway, the customer shall indemnify us in respect of any loss, costs, damages or expenses we may thereby sustain whether as a result of personal injury or as a result of damage to the vehicle itself or to the property of the customer or third parties.
6. The customer undertakes to direct at their sole discretion the driver where to deposit the skip, the said driver being the purpose of such deposit the agent of the customer.
7. The skip/container is consigned for a maximum 7 day period unless previously agreed in writing by the company and thereafter will be collection at the sole discretion of the company.

TERMS AND CONDITIONS OF SUPPLY

- 1. DEFINITIONS**
- Additional Terms: Any additional terms contained in the Transfer Note and any additional terms and conditions agreed in writing by Ellgia Limited and the Customer.
- Agreement: The contract for waste disposal services between Ellgia Limited and the Customer subject to and in accordance with these Terms.
- Customer: The individual or business specified in the Order including where relevant its employees, agents and licensees.
- EPA: The Environmental Protection Act 1990.
- Equipment: The Equipment of Ellgia Limited supplied to the Customer for the purpose of the Services.
- Order: An order by the Customer for the supply of services.
- Premises: The site(s) specified by the Customer as set out in the Order.
- Services: The services to be provided by Ellgia Limited under this Agreement as set out in the Order.
- Services Charges: The charges for use of the Equipment, collection of Waste from the Premises, disposal of Waste, administration and any other services provided pursuant to this Agreement as set out in the Order.
- Terms: These terms and conditions along with any Additional Terms.
- Transfer Note: The document containing the description and specification of the Waste.
- Waste: All Waste deposited for collection from the Premises under the Services.
- Waste Description: The Customer Waste Description set out in the Transfer Note and/or Order.
- 2. INTERPRETATION**
- 2.1 Words in the singular shall include the plural and vice versa, and references to any gender shall include the other.
- 2.2 References to any Act or Regulation shall include any amendments, re-enactment or replacement of the same and references to an Act shall include any statutory instruments or regulations made under the Act.
- 2.3 The headings in these Terms are for convenience only and shall not affect interpretation.
- 3. ACCEPTANCE**
- 3.1 This Agreement excludes all other terms and conditions including any implied by a course of dealing between Ellgia Limited and the Customer. Any variation of this Agreement is only effective if agreed in writing by an authorised representative of Ellgia Limited.
- 3.2 The customer agrees that by making an Order it is indicating its acceptance of these Terms and each Order shall constitute an offer to Ellgia Limited to contract on these Terms which Ellgia Limited shall be free to accept or decline at its absolute discretion.
- 4. THE SERVICES**
- 4.1 Ellgia Limited will provide the Services materially in accordance with the Order and shall use reasonable endeavours to comply with any dates specified in the Order but shall not be liable for reasonable delays in performance and such delays shall not entitle the Customer to terminate or rescind the Agreement.
- 4.2 Ellgia Limited shall have the right to make such changes to the times or dates of performance of the Services set out in the Order as may be necessary due to its reasonable operational requirements provided that Ellgia Limited shall where possible give the Customer reasonable notice of any such change.
- 4.3 Ellgia Limited shall use its reasonable endeavours to satisfy itself that any disposal site at which the Customer's Waste is disposed of is operated in accordance with statutory requirements where such disposal site is not operated by Ellgia Limited. However Ellgia Limited accepts no liability whatsoever for any such third party site operator's failure so to operate.
- 4.4 Ellgia Limited shall comply with:-
- 4.4.1 All special site conditions and safe working procedures notified in writing by the Customer to Ellgia Limited prior to the date of this Agreement in accordance with the Customer's obligations under the Health & Safety at Work Act 1974;
- 4.4.2 all laws requirements and regulations of any central or local government body or authority relating to the performance of the Services and the use of the Equipment at the Premises.
- 5. OBLIGATIONS OF THE CUSTOMER**
- 5.1 The Customer undertakes to:-
- 5.1.1 Save as set out in clause 5.5 below, ensure that the Waste is in accordance with the Customer Waste Description in the Order and will not comprise 'Special Waste' as defined in the Special Waste Regulations 1996 (as amended) or any replacement of those regulations or otherwise be subject to special control and the Customer shall ensure that the Waste does not contain explosive, highly flammable, toxic poisonous, polluting or otherwise dangerous materials or any materials the handling of which would cause Ellgia Limited to incur civil or criminal liability.
- 5.1.2 Conform with the duties laid down in the EPA or any statutory modification or re-enactments thereof or any other statutory or local authority requirements.
- 5.2 The Customer warrants that it shall not deposit or allow to deposit for collection under the Services any waste which is not in accordance with the Customer Waste Description without the prior written consent of Ellgia Limited. Where the Customer is in breach of this obligation Ellgia Limited shall be entitled to:-
- 5.2.1 require the Customer to arrange for the removal of any Waste in the Equipment which does not conform with the Customer Waste Description and suspended performance of the Services until such time as the Waste conforms to the Customer Waste Description; or
- 5.2.2 at the Customer's option, adjust the Service Charges set out in the Order; or
- 5.2.3 at the Customer's option, return the Waste to the Customer at the Customer's expense.
- 5.3 Any suspension of the Services in accordance with the foregoing shall be without prejudice to the Customer's obligation to pay the Service Charges set out in the Order in respect of Services already provided.
- 5.4 The Customer shall comply with all record keeping obligations imposed by the EPA and deliver a copy of any such records to Ellgia Limited immediately upon Ellgia Limited request.
- 5.5 The Customer warrants and undertakes to obtain Ellgia Limited's express written consent prior to depositing any 'Special Waste' (as defined within the Special Waste Regulations 1996 "the Regulations"), and further warrants and undertakes that the Regulations are fully complied with at all times.
- 5.6 The Customer shall provide and maintain a suitable and safe means of access of the Premises for the purpose of the completion of the Services, moving or maintaining the Equipment and inspecting the Waste and taking samples thereof.
- 5.7 The Customer shall provide safe and suitable access to the Premises, a safe and suitable location for siting the Equipment and in addition safe and suitable facilities for manoeuvring any Equipment or vehicles of Ellgia Limited.
- 5.8 In the event that the Customer fails to comply with the provisions of clause 5.7 then any employee or agent of Ellgia Limited may at his absolute discretion refuse delivery or collection, or the provision of any other Services, if he believes that any such access, location or facilities are unsuitable.
- 5.9 The Customer shall as an obligation surviving termination of this Agreement fully indemnify Ellgia Limited and keep Ellgia Limited fully indemnified against all liabilities, losses, costs, claims, demands or expenses suffered or incurred by Ellgia Limited in connection with or as the result of:
- 5.9.1 any claim which results from the Customer's breach of any of its warranties and/or obligations under this Agreement;
- 5.9.2 any act, omission or negligence of the Customer, its employees and agents;
- 5.9.3 the provision of the Services.
- 6. EQUIPMENT**
- 6.1 The Equipment shall at all times remain the property of Ellgia Limited and the Customer will have no rights over the Equipment other than as a mere Bailee. The Customer shall allow Ellgia Limited access to the Equipment at all times.
- 6.2 The Equipment shall be deemed to be in satisfactory condition and suitable for all of the Customer's requirements (save for defects not discoverable by reasonable examination) except to the extent that the Customer has advised Ellgia Limited otherwise within 3 working days of the Customer taking possession of the Equipment.
- 6.3 Risk of any loss or damage to the Equipment shall pass to and remain with the Customer from the time of delivery of the Equipment to the Customer to the time when the Equipment is returned to Ellgia Limited.
- 6.4 The Customer shall ensure that any Equipment on the Premises is not overloaded or improperly loaded.
- 6.5 All Waste deposited in the Equipment shall become the property of Ellgia Limited PROVIDED THAT this clause 6.5 shall not absolve the Customer from any of its obligations or responsibilities in relation to said Waste.
- 6.6 In the event that any Equipment in the Customer's possession is stolen, lost or damaged (ordinary wear and tear excepted) the Customer shall indemnify Ellgia Limited in respect of such loss including the cost of repair or replacement and all other resulting expenses.
- 6.7 The Customer shall not move, repair or otherwise tamper with Equipment without Ellgia Limited's written consent and shall under no circumstances remove, deface or conceal and name plate, sign or mark indicating that the Equipment is the property of Ellgia Limited.
- 7. PRICE**
- 7.1 The price payable for the Services shall be the Service Charges and any other charges set out in the Order subject to variation as set out below.
- 7.2 The Service Charges and any other charges as referred to in clause 7.1 are subject to variation from time to time by Ellgia Limited provided that Ellgia Limited shall give the Customer not less than 28 days' notice of any price variation within 7 days of receipt of which the Customer shall be entitled, subject to clause 7.3, to terminate this Agreement by not less than 3 months written notice to Ellgia Limited.
- 7.3 Ellgia Limited shall be entitled to increase the Service Charges at any time in line with any increase in VAT, landfill tax or other similar duty payable in respect of the Waste or the provision of the Services by written notice to the Customer in which case the Customer shall not be entitled to terminate the Agreement in accordance with clause 7.2.
- 7.4 Where additional services are provided at the request of the Customer or the Services specified in the Order are provided outside of normal working hours at the Customer's request a supplemental charge shall be payable by the Customer which shall be notified by Ellgia Limited to the Customer.
- 7.5 All prices are exclusive of VAT which shall be charged by Ellgia Limited and shall be payable by the Customer at the rate prevailing at the time of payment.
- 8. WASTE**
- 8.1 The Customer shall complete a new Transfer Note:
- 8.1.1 at any time when there is a change in any of the details relating to the Waste;
- 8.1.2 before the expiration of 12 months from the commencement of this Agreement.
- 8.2 The Customer acknowledges that Ellgia Limited relies on the accuracy of the details contained in the Order and any Transfer Note in the provision of the Services and the Customer therefore warrants that any information it provides relating to the Waste will be true and complete and Ellgia Limited shall be entitled to take samples of any material placed in the Equipment for the purpose of satisfying itself that any description of the waste is accurate.
- 9. TERMS OF PAYMENT**
- 9.1 The Customer shall pay to Ellgia Limited any sums owing under this Agreement within 30 days of the date of each invoice without set off or deduction and time for payment shall be of the essence of this Agreement.
- 9.2 In the event of late payment Ellgia Limited reserves the right to charge interest on late payments at the rate of 4% above the base lending rate for the time being of Barclays Bank Plc from the date payment became due until the date of payment.
- 9.3 Where payment is overdue Ellgia Limited shall in addition be entitled to suspend performance of the Services and recover any Equipment until payment is made in full of any outstanding amounts. Ellgia Limited shall also be entitled from thenceforth to require the Customer to pay the Service Charges in advance.
- 9.4 In the event that Ellgia Limited reasonably believes that payment of any sum due from the Customer under this Agreement may not be paid in full or by the due date then Ellgia Limited reserves the right to require payment in advance before commencing or continuing the Services. If the Customer decides to make such advance payment then Ellgia Limited shall be entitled at its discretion to terminate the Agreement immediately.
- 10. TERM**
- Subject to earlier determination in accordance with these Conditions this Agreement shall commence on the contract start date set out in the Order and shall continue until the contract end date specified. Where no contract end date is specified in the Order, this Agreement shall continue for a period of 12 months and for successive 12 month periods unless and until terminated by either Ellgia Limited or the Customer by written notice, to be given not less than three months before the end of any such period.
- 11. THIS CLAUSE DEFINES THE CUSTOMER'S RIGHTS AND OBLIGATIONS IN RESPECT OF ANY LOSS OR DAMAGE CAUSED IN RELATION TO THE PROVISION OF THE SERVICES AND IN RESPECT OF ANY STATEMENTS MADE BY ELLGIA LIMITED, ITS EMPLOYEES OR AGENTS. THE CUSTOMER IS ADVISED TO READ THESE PROVISIONS CAREFULLY.**
- 11.1 Unless otherwise agreed in writing and signed by an authorised representative of Ellgia Limited, Ellgia Limited shall not be liable for any recommendations, advice, opinion or statement given or made by Ellgia Limited, its servants or agents, or contained in any brochure relating to the Services or on any website owned or operated by Ellgia Limited.
- 11.2 Subject to Clause 11.5 of these Terms, Ellgia Limited hereby excludes to the fullest extent permissible by law any conditions or warranties (whether expressed or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom and usage or otherwise) as to the standard of care or skill to be exercised in the performance of the Services or otherwise in connection with the performance of the Services.
- 11.3 Ellgia Limited's liability to the Customer for any loss or damage of whatsoever nature and howsoever caused (whether in contract or for negligence or breach of statutory duty or otherwise) shall be limited to the re-performance of the Services or, at its option, a refund to the Customer of a proportionate part of the Service Charges provided always that the Customer shall have complied with the remaining terms of this Agreement.
- 11.4 In no circumstances shall Ellgia Limited be liable in respect of any indirect or consequential losses howsoever arising.
- 11.5 For the avoidance of doubt this Clause 11 shall not have the effect of excluding or restricting the liability of Ellgia Limited for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom Law.
- 11.6 Without prejudice to any other rights or remedies available to Ellgia Limited the Customer shall at all times indemnify and keep indemnified Ellgia Limited against all losses, costs (on a full indemnity basis), claims, demands, awards and expenses arising as a result directly or indirectly of:-
- (a) any breach of the Customer's obligations under this Agreement;
- (b) any act, omission or default of the Customer, its servants and agents;
- (c) any breach by the Customer of any Statute, regulation or requirement of central or local government having the force of law for which Ellgia Limited is held responsible with respect to its provision of the Services.
- 12. TERMINATION**
- 12.1 If the Customer commits any breach of this Agreement Ellgia Limited may, in addition to its other rights in respect thereof, give notice to the Customer to terminate this Agreement immediately or, at the option of Ellgia Limited, after 21 days from the date of such notice if the Customer shall not have remedied the breach to Ellgia Limited's satisfaction during that time.
- 12.2 If the Customer shall have a receiver, an administrator or an administrative receiver appointed for the whole or any part of its assets or if an order shall be made or a resolution passed for its winding-up (except for the purpose of solvent reconstruction or amalgamation) then this Agreement shall terminate forthwith.
- 12.3 Either party may terminate this Agreement by the service of notice, which must be of not less than three months' duration and not more than six months duration and must be expressed to expire on the date which is three months after any anniversary of the Commencement Date and must be given in the manner set out in clause 14.3.
- 12.4 If Ellgia Limited elects to terminate this Agreement under clause 12.1, or the Agreement is terminated under clause 12.2, the Customer shall pay all accrued Service Charges immediately and in addition shall pay to Ellgia Limited as liquidated damages (and the Customer acknowledges this to be a genuine pre-estimate of the likely loss which Ellgia Limited would incur in such event) for the period (the "Damages Period") from the date of such termination to the earliest date on which this Agreement could validly be terminated by a notice given in accordance with clause 12.3, the following amount:
- 12.4.1 in the case of Customers for which Ellgia Limited collects Waste on a scheduled collection day, an amount equal to 40% of the Service Charges which would have become payable in respect of the Services during the Damages Period;
- 12.4.2 in the case of Customer for which Ellgia Limited collects Waste not on a specific Collection Day but upon request an amount equal to 40% of the Service Charges which would have become payable in respect of the Services during the Damages Period on the following assumptions:
- 12.4.2.1 where the Services have been provided for less than three months, that collections would have been made during the Damages Period at the expected frequency set out in the Order, or
- 12.4.2.2 in the case of Customer for which Ellgia Limited collects Waste not on a specific Collection Day but upon request an amount equal to 40% of the Service Charges which would have become payable in respect of the Services during the Damages Period on the following assumptions:
- 12.5 Termination of this Agreement shall be without prejudice to any rights or liabilities of either party which may have accrued to that date.
- 13. CONSUMER CREDIT ACT 1974**
- 13.1 This Agreement shall NOT be regulated by the Consumer Credit Act 1974 ("The Act").
- 13.2 The Customer acknowledges and confirms that the Equipment is provided to the Customer strictly in accordance with these Terms to enable Ellgia Limited to carry out the Services.
- 13.3 The Customer acknowledges and confirms that the Daily Fee (as defined overleaf) does not constitute a rental or hire charge for the purposes of the Act, but represents an annual administrative fee which is payable by the Customer and calculated pro rata as a daily fee for the Customer's convenience.
- 13.4 The Customer agrees to fully comply with these Terms at all times in relation to its use of the Equipment.
- 14. GENERAL**
- 14.1 Ellgia Limited shall be entitled to withhold or cancel performance of the Services if and to the extent that it is prevented from or hindered in performing the same or delayed through any circumstances beyond its control including (but not limited to) strikes, labour shortage, lockouts, accidents, vandalism, acts of war or terrorism, fire, breakdown, or unavailability of Equipment.
- 14.2 Ellgia Limited may assign this Agreement or sub contract the performance of the whole or any part of its obligation under this Agreement.
- 14.3 All Notices given under this Agreement must be delivered by hand or sent by first class post to the addressee at its registered office or main place of business and in the case of an individual to their last known residential address.
- 14.4 Failure by Ellgia Limited to enforce or exercise at any time or for any period any provision of this Agreement shall not constitute and shall not be construed as a waiver of such provision and shall not affect Ellgia Limited's right to enforce such provision, or any other provision contained in this Agreement, at a later date. If any provision of this Agreement is held by a court or other competent authority or tribunal to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.
- 14.5 This Agreement shall in all respects be governed by and interpreted in accordance with English Law and Ellgia Limited and the Customer hereby agree to submit to the non exclusive jurisdiction of the English Courts.