

**A. R Richards Ltd  
Terms and Conditions**

- 1 The expression "the Supplier" shall mean A R Richards Ltd
- 2 The supplier will provide the bin to the customer for placement on their own property and provide a service to empty the bin as and when agreed between the supplier and customer.
- 3 Where the supplier is requested or directed to deposit or service the bin(s) where access involves the passage of the vehicles over gratings, drains, roads, pavements, forecourts, yards, asphalt areas or any like areas, the supplier shall be under no liability whatsoever to the customer for any damage caused whilst the vehicle is off the highway other than as shall be caused by negligent driving on the part of the driver.
- 4 The expression "the Customer" shall mean those companies, firms or individuals wishing to enter an agreement for hire with the suppliers.
- 5 The expression "the Bin" shall mean Euro Bins and associated items.
- 6 The expression "the Supply Conditions" shall mean the conditions for supply of bins as detailed below.
- 7 The supplier will hire on the supply conditions, such quantities of the bins supplied by the supplier as the customer may from time to time order.
- 8 The bins will be supplied upon the signature of the customer to the service contract and payment of the first quarterly invoice.
- 9 The customer will pay for the bin and the collection service, quarterly in advance before commencement of the service and quarterly thereafter.
- 10 The contract shall be deemed to be renewed for a further twelve months at the end of each twelve month period, unless either party confirms in writing the cancellation of the contract at least thirty days before the end of an annual period. Failure to notify the supplier will result in a full quarterly charge being due.
- 11 During the period of hire the bin shall remain in ownership of the supplier and the customer will not attempt to sell ,offer, pledge, lend, hire or part with the bin or create any lien on it, or remove it from the place it has been supplied to by the supplier.
- 12 The customer will protect the bin from a theft and will meet all obligations necessary to ensure this. The customer remains liable for theft or damages until the end of the contract and the bin returned to the supplier.
- 13 The customer will use the bin properly, observing any instructions from the supplier, and will keep the bin undamaged and free of defacement.
- 14 If the bin is damaged in any way the customer will notify the supplier without delay and the supplier will without delay arrange for repair or replacement. If the need for such a repair or replacement arises from the customers act or default the cost of the work or replacement will be done at the cost of the customer. Repairs and replacements must not, except with written permission of the supplier, be carried out by anyone except the supplier, authorised agent and employees.
- 15 The customer will keep clearly legible the suppliers naming and other wording on the bin.
- 16 The suppliers duty is to supply the bin and empty it as per the contract agreement. The customer shall be responsible for the bin while on their premises. The supplier is under a duty to remove the bin at the end of the rental period once the cancelation fee has been paid.
- 17 The supplier shall decide whether overloading of the bin has taken place. Removal of any excess waste, whether in the bin or beside it, will be charged at the lift charges for an additional bin.
- 18 The following types of waste are not permitted to be put in the bins; needles, tyres, liquids, batteries, TV/monitors, inert waste, asbestos or other hazardous waste. This list is not comprehensive and the supplier can refuse to accept any type of waste they feel is inappropriate. The customer should contact the supplier if they are unsure if the type of waste is acceptable. The supplier reserves the right to charge the customer for the disposal of any unacceptable waste.
- 19 The above terms and conditions do not limit either parties rights under the general law