



Account Application Form

Please complete the table below and attach any additional information that you feel may be applicable.

Account Name			
Companies House Reg. No.			
VAT Registration No.			
Invoice Address			
		Postcode	

Main Point of Contact			
Email			
Telephone			
Mobile			

Additional Site Contact(s)			
Email			
Telephone			
Mobile			

Accounts Contact			
Email			
Email (for submission of invoices)			
Telephone			
Mobile			

Please provide two trade references			
Name		Name	
Address		Address	
Telephone		Telephone	
Email		Email	

It is necessary for us to maintain a record of customer's Waste Carriers Licences (*Certificate of Registration Under the Control of Pollution (Amendment) Act 1989*). **If you are bringing your waste into our site, we need an up-to-date copy of this document.** Please enclose a photocopy with this form.

Payment terms are as stated in B&B Skip Hire Ltd.'s attached Terms & Conditions (section 4). I/We confirm that the information given on this application is true and correct. I/We agree and understand that B&B Skip Hire Ltd. shall not be obliged to accept this application nor to give any reason for refusing the same, nor to enter into any correspondence in regard there to. Signing below constitutes acceptance of the Terms & Conditions.

Print		Sign		Date	
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For internal use only:

Credit limit:

Account code:

Date actioned:

TERMS AND CONDITIONS

1 INTRODUCTION

These terms (the "Terms") apply to all skip hire and waste removal services (the "**Services**") provided by Radical Waste Group Limited and B&B Skip Hire Limited (trading as B&B Skips) (together, "**B&B Skips**", "**us**", "**we**" or "**our**"). By using the Services, you acknowledge that you are bound by the Terms.

Any references to "**you**" and "**your**" means you as the user of the Services.

2 SERVICES AND ACCEPTANCE OF SERVICES

2.1 The Terms apply to all Services provided by B&B Skips to you and replace any prior agreements or other terms implied by law, trade or custom. The Services are directed solely at those who in the UK.

2.2 You must be over 18 years old to book any Services. By booking a Service, you represent and warrant that you are 18 or older.

2.3 No offer placed by you shall be accepted by B&B Skips unless an acknowledgement is provided by B&B Skips, which may be oral or in writing.

2.4 The hire period of all skips and/or containers (the "**B&B Equipment**") shall be a for a maximum of four weeks (the "**Initial Period**"). After the expiry of the Initial Period, we reserve the right to charge £40 per week, unless otherwise agreed in writing.

3 REGISTRATION AND ACCOUNT INFORMATION

3.1 To use the Services, you may register and create an account. To register for an account, you must meet our minimum requirements (including but not limited to two references and, if relevant, a credit search if a credit account is required) for the account and provide personal information, including financial information to set up your account ("**Registered Account**"). You agree to provide true, accurate and current information. You are not obliged to provide B&B Skips with any optional information requested. As an account holder, you must maintain confidentiality of your login details and remain responsible for all activities that occur within your Registered Account. Should you become aware of or suspect any unauthorised use(s) of your Registered Account, you will immediately notify B&B Skips.

3.2 You can create a Registered Account without a charge. Your Registered Account may be withdrawn if there are prolonged periods of inactivity.

4 PAYMENT AND CHARGES

4.1 For all non-Registered Account holders, payment for any Services contained in any quotation from B&B Skips (the "**Charges**") is due on or before delivery of any Services.

4.2 For Registered Account holders, payment of Charges is due within 30 days of date of a valid VAT invoice.

4.3 All Charges payable are exclusive of VAT.

4.4 If you fail to pay any due Charge to B&B Skips by the due date, B&B Skips may: (i) charge interest from the due date for payment at the annual rate of 3% above the base lending rate from time to time of the Bank of England; and/or (ii) suspend the Services (iii) including but not limited to legal and expert fees.

4.5 B&B Skips reserves the right to increase the Charges on no less than one months' written notice to you, provided that such increase is a result of a change in wages, disposal costs, cost of materials, fuel costs, compliance with applicable law and/or B&B Skips' equipment.

4.6 Please note that no additional payment in excess of the Charges should be given to any employee or contractor working on behalf of B&B Skips under any circumstances without prior approval.

5 CANCELLATIONS

If you cancel less than 48 hours before the date on which the Services are due to be provided to you by B&B Skips, you shall pay a cancellation fee of 100% of the Charges (the "**Cancellation Fee**"). The Cancellation Fee shall become immediately due and payable following issue of notice from B&B Skips.

6 YOUR OBLIGATIONS

6.1 In respect of the provision of the Services you shall:

- co-operate with B&B Skips (including any employees, sub-contractors, agents) at all times;
- provide B&B Skips (including any employees, sub-contractors, agents) access to the site in a timely manner and at no charge, including but not limited to ensuring that the collection / delivery access point is free from low hanging wires, tree branches etc.;
- be solely responsible (at your own cost) for preparing and maintaining your premises appropriately for the provision of Services in accordance with any prior instructions from B&B Skips, including ensuring that any drive way or access road off of the public highway is suitable for to carry the weight of a heavy vehicle;
- ensure that pavements, driveways and manhole covers (without limitation) are constructed to carry the weight of a heavy vehicle;
- inform B&B Skips of any health and safety rules and regulations that apply to the site;
- obtain all necessary licences and consents and comply with all relevant legislation in relation to the Services; and
- not light fires in the B&B Equipment, not overload the B&B Equipment (B&B Skips reserves the right not to remove any overloaded B&B Equipment from your site) and not interfere with any identification mark on the B&B Equipment.

6.2 You warrant and undertake, with respect to any B&B Equipment which is not placed on private property, that:

- the permission of the Highway Authority has been duly obtained under Section 1980 and that such permission will be kept in force by the extension or renewal (as necessary) until either the B&B Equipment are removed or until notice is given to us to remove the skip and/or container. If the permit expires, or is about to expire and is not extended, we will remove the B&B Equipment before such expiry (with or without notice to you);
- you will not remove the B&B Equipment from the place it is deposited without the prior written approval of B&B Skips; and

- you will ensure that the marker cones and yellow lights on the B&B Equipment are in situ at all time during the daylight hours and hours of darkness in compliance with the Highways Act 1980 if the container and/or skip is placed on a Public Highway (including grass verges and footpaths or pavements) or anywhere else where damage to property or injury to third parties is reasonably foreseeable.

6.3 You accept and acknowledge that if you:

- order the B&B vehicle and/or Equipment to enter your property you are entirely liable, at your sole risk, for any loss or damage caused (howsoever arising) provided that we have acted with reasonable care and skill and without negligence;
- order the B&B vehicle and/or B&B Equipment to come off of the public highway against our advice, you remain entirely liable, at your sole risk, for any loss or damage caused (howsoever arising) provided that we have acted with reasonable care and skill and without negligence.

7 YOUR OBLIGATIONS - WASTE REMOVAL

7.1 In respect of any waste removal Services, in addition to all of the obligations set out in paragraphs 6.1 and 6.2 above, you shall:

- warrant that your description of the waste is true, accurate and complete at the time of making the booking;
- allow B&B Skips to take samples of any waste at the site if B&B Skips, in its sole discretion, consider it necessary in order to verify the waste;
- warrant that the waste to be placed in B&B's Equipment is not prohibited under section 3 of the Control of Pollution Act 1974 or under the Collection and Disposal of Waste Regulations 1988 or under the Environmental Act 1990 or under any supplementary environmental regulations issued by the Secretary of State for the Environment which are in force on the date of the removal of each loaded piece of B&B Equipment;
- warrant that none of the waste disposed of in any B&B Equipment falls within the definition of "special waste" contained in the Special Waste Regulations 1990; and
- ensure that the B&B Skips and/or Equipment is not loaded so that (i) the contents fall on to the Highway (at rest or in transit); (ii) dust will escape while loading or in transit; (iii) any flammable, explosive, noxious, corrosive and/or dangerous material is loaded (including any such material or objects which are not dangerous but may become dangerous or a nuisance as a result of the loading).

7.2 B&B Skips reserves the right to refuse to collect any material it considers (in its sole opinion) to be in breach of this paragraph 7, including but not limited to toxic, poisonous, explosive, inflammable or otherwise dangerous, (including but not limited to Asbestos, LPG Bottles, tyres, fridge freezers, liquids, fluorescent tubes, or anything that may cause an environmental hazard, human and/or animal waste or food waste). B&B Skips can dispose of most waste but this must be done on a pre-agreed special arrangement basis.

8 B&B SKIPS' OBLIGATIONS

8.1 B&B Skips shall use all reasonable endeavours to meet the dates for delivery of the B&B Equipment and any agreed collection dates.

8.2 B&B Skips and any of its employees and/or contractors shall use reasonable endeavours to comply with all health and safety rules and regulations and any other reasonable security requirements that apply at any of your premises, provided that such requirements have been notified to B&B Skips in advance and are compliant with all applicable rules and regulations.

9 B&B EQUIPMENT

9.1 Risk of any loss or damage to the B&B Equipment shall pass to and remain with you from the time of delivery of the B&B Equipment until collection. If any loss or damage is caused to any B&B Equipment you shall immediately notify B&B Skips.

9.2 You shall make good any loss or damage made to the B&B Equipment whilst on hire or loan.

9.3 You acknowledge and accept that the B&B Equipment sizes are approximate and may vary slightly.

10 OWNERSHIP OF B&B EQUIPMENT AND WASTE

10.1 Ownership of the contents of any B&B Equipment including any waste disposed of therein shall pass to B&B Skips upon collection of the B&B Equipment unless otherwise agreed in writing.

10.2 You acknowledge that the B&B Equipment remains the property of B&B Skips at all times and no right or interest in it shall pass to you at any time.

11 INDEMNITIES

You shall indemnify B&B Skips in respect of any loss, damage, claims and expenses, including legal and expert fees, and interest, arising out of or in connection with:

- any damage to the B&B Equipment whilst on hire or loan (other than in respect of fair wear and tear);
- any claim for injuries to persons or property arising out of the use of the B&B Equipment whilst on hire or loan;
- any missing or stolen B&B Equipment; and
- any breach of the terms of these Terms.

12 LIMIT OF LIABILITY

12.1 This paragraph 12 sets out the entire financial liability of B&B Skips (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of: (i) any breach of the Terms; (ii) any use of the Services by you.

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Terms.

12.3 B&B Skips shall not be liable for any loss of profits, loss of business, loss of goodwill or any special, indirect, consequential or pure economic loss costs, damages or expenses.

12.4 B&B's total liability in contract, tort (including negligence or breach of statutory duty), or otherwise arising in connection with the performance or contemplated performance of the Services shall be limited to the price paid for the Services in the relevant 12 month period in which the liability arises or £100,000 whichever is the lower.

12.5 The provisions of this paragraph 12 shall remain in full force and effect notwithstanding any breach of the Terms by B&B Skips and shall apply to such breach whether or not the Terms are terminated in consequence of such breach.

12.6 Notwithstanding anything in these Terms, B&B Skips does not disclaim liability for death or injury caused by our direct negligence, fraudulent misrepresentation, and/or anything else that cannot be excluded or limited by English law.

13 **TERMINATION**

13.1 These Terms are effective until completion of the Services or unless terminated by B&B Skips. You may terminate these Terms at any time by closing your Registered Account and discontinuing use of the Services.

13.2 On termination of the Terms you shall immediately pay B&B Skips any outstanding Charges owed (including any Charges owed but not yet invoiced).

14 **VARIATION**

We may change the Terms from time to time without individual notice to you. You should check the Terms regularly and each time you use the Site to ensure that you are happy with any changes. If you continue to use the Services you will be deemed to have accepted any changes to the Terms.

15 **GENERAL**

None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

Enforcement of these Terms is solely at our discretion, and just because we may not enforce them in some circumstances does not mean that we have lost the right to enforce in future.

If any provisions of the disclaimers and exclusions in these Terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

These Terms constitute the entire agreement between you and B&B Skips as to your use of the Services and shall supersede any prior agreement or representation in respect thereof.

The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

These Terms shall be governed by and interpreted in accordance with the laws of England and any disputes will be decided only by the English courts.

16 **CONTACT US**

If you have questions about the Terms please get in touch with us by contacting us at info@bbskips.co.uk

Last updated: April 2017