

YELLOWSKIPS

SERVICE PROVIDER AGREEMENT

This Agreement is made this day of 2010

Between

- 1 Yellowskips.com Limited Company No: 6911374 with registered offices at Premier House, 209-211 Walsall Road, Perry Barr, Birmingham, B42 1BS (**Yellowskips**) and
- 2 The Service Provider full details of which are set out in Schedule One (**Service Provider**)

Background

- A Yellowskips has a Website (as defined below) through which persons or organisations wishing to hire Containers (as defined below) may place orders to do so upon service providers who have registered with Yellowskips for the purpose.
- B The Service Provider wishes to be a service provider and be able to provide Containers to such persons and organisations through the Website.
- C Yellowskips now agrees to appoint the Service Provider as such a service provider in accordance with and subject to the provisions of this Agreement

1 Definitions and Interpretation

1.1 Definitions

Unless the context requires otherwise:

- 1.1.1 '**Acceptance email**' means a form of acceptance email which is generated by the Service Provider to a Customer through the Website accepting an Order. A specimen Acceptance email is set out in Schedule Four;
- 1.1.2 '**Agreement**' means this agreement including the Schedules and any other documents expressly referred to in it;
- 1.1.3 '**Container**' means skips, containers, plant or goods that have been or are to be hired out to Customers through the Website;
- 1.1.4 '**Customer**' means the person or the company requesting to take any Container on hire by submitting an Order;
- 1.1.5 '**Customer Contract**' means a contract between the Service Provider and a Customer in connection with the hiring of any Container;
- 1.1.6 '**Initial Fee**' means the fee payable to Yellowskips by the Customer as stated on the Website ;
- 1.1.7 '**Order**' means the order submitted by the Customer through the Website for the hire of a Container or Containers. ;
- 1.1.8 '**Party**' means Yellowskips or the Service Provider and 'Parties' means both of them;

- 1.1.9 **'Price'** means the fee payable by the Customer being the aggregate of the fee payable to the Service Provider for the hiring of various types of Container as notified in writing by the Service Provider to Yellowskips including VAT together with the Initial Fee;
- 1.1.10 **'Registration Fee'** fee payable by the Service Provider to become and to maintain its position as a service provider in connection with the Scheme in the sum of £495.00;
- 1.1.11 **'Scheme'** the scheme organised by Yellowskips for the hiring out of Containers by service providers through the Website;
- 1.1.12 **'Terms and Conditions'** the terms and conditions set out in Schedule Two and which appear on the Website as the same may be amended by Yellowskips from time to time under and in accordance with which any Container is hired out to a Customer;
- 1.1.13 **'Website'** the Yellowskips website at www.yellowskips.com, and
- 1.1.14 **'Working Day'** means any day other than a Saturday a Sunday or a UK public holiday.

1.2 Interpretation

- 1.2.1 References to this Agreement or to any other agreement or document referred to in this Agreement act mean this Agreement or such other agreement or document as amended, varied, supplemented, modified or novated from time to time and include the schedules.
- 1.2.2 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this Agreement. A reference to a paragraph is, unless otherwise stated, a reference to a paragraph of the schedule in which the reference appears.
- 1.2.3 Clause and schedule headings do not affect the interpretation of this Agreement.
- 1.2.4 Each of the schedules shall have effect as if set out in this Agreement.

Registration and Information

- 2.1 On the date hereof and as a precondition to the coming into force of this Agreement the Service Provider shall (unless expressly waived by Yellowskips in writing) pay to Yellowskips in cleared funds the Registration Fee together with VAT thereon at the applicable rate.
- 2.2 On registration the Service Provider will be given a password and user name to enable it to enter the system on the Website and accept Orders allocated to it by generating an Acceptance Email.
- 2.3 Every year on the anniversary of the date of this Agreement the Service Provider shall pay to Yellowskips an additional Registration Fee together with VAT thereon at the applicable rate.
- 2.4 Notwithstanding registration of the Service Provider in the Scheme the Service Provider shall not be able to participate in the Scheme until and unless it has completed and sent to Yellowskips in such electronic format as Yellowskips may require or otherwise posted on the Website in accordance with Yellowskip's instructions all of its pricing information and geographical area of operation as required

by Yellowskips to enable Prices to be displayed through or utilised by the Scheme as the Prices of the Service Provider.

- 2.5 The Service Provider is wholly responsible for ensuring that the pricing and geographical area of operation information given by it is complete and accurate in all respects and the Service Provider understands that Yellowskips will be relying on the Service Provider in that regard. Notwithstanding any such errors the Service Provider will nonetheless be required to honour such mistaken prices and such geographical area of operation until they are rectified on the Website by the Service Provider.
- 2.6 The Service Provider must inform Yellowskips immediately if the Service Provider is unable to offer a certain size Container for any reason whatsoever or if the Service Provider intends to remove themselves from the Website or the Scheme.
- 2.7 The Service Provider will supply the entire range of Containers as defined in Schedule 3.
- 2.8 The Scheme works on the basis that a Customer enters an order for a Container on the Website specifying amongst other things the address to which the Container is to be delivered. The Scheme then checks the prices for the hiring described in the Order for all service providers covering the geographical area concerned and allocates the Order to the service provider with the lowest price. Where two or more service providers cover the geographical area concerned at the same price the order will be allocated in the first instance to the service provider who was first accepted into the Scheme. If the service provider fails to accept the order within a period of time considered reasonable by Yellowskips, it may at its sole discretion offer the order to a service provider who was accepted into the Scheme at a later date.

Roles of the Parties

- 3.1 The responsibility of Yellowskips is to:-
 - 3.1.1 maintain the Website although it will not be responsible for the Website being wholly or partly unavailable or not functioning to a reasonable standard where the cause relates to any matter beyond the reasonable control of Yellowskips including but not limited to those matters referred to in clause 9;
 - 3.1.2 utilise the Service Provider's Prices for the purpose of the Scheme in accordance with clause 2;
 - 3.1.3 pass on to the Service Provider all Orders which the Scheme allocates to the Service Provider
 - 3.1.4 collect the Initial Fee, to which Yellowskips is solely entitled, from the Customer.
- 3.2 Yellowskips has no responsibility for:-
 - 3.2.1 the performance of the contract between the Service Provider and the Customer for hiring of the Container concerned;
 - 3.2.2 collection of payment or payments by the Customer to the Service Provider
 - 3.2.3 accidents or incidents of any description in relation to any Container.
- 3.3 The responsibilities of the Service Provider include:-
 - 3.3.1 providing accurate and timely information re its element of Prices, range and availability of Containers offered;

- 3.3.2 providing accurate and timely geographical area of operation details under clause 2;
- 3.3.3 treating as confidential its user name and password and ensuring that there is no unauthorised use of either. In any event the Service Provider is wholly responsible for any use of its password and user name other than by Yellowskips or any of Yellowskip's employees or agents;
- 3.3.4 responding promptly to any Order allocated to it by the Scheme by entering the Website or following the link on the email sent by Yellowskips confirming the Order and causing an Acceptance email to be sent to the Customer concerned provided that where in a particular case the Service Provider does not have the required number of units of the Container type concerned available to fulfil the Order the Service Provider shall either:
 - 3.3.4.1 Arrange with the Customer that an alternative Container can be supplied to the Customer, or
 - 3.3.4.2 Source a Container from an alternative supplier,
 and shall immediately communicate electronically to Yellowskips that the Service Provider did not have the required number of units and which of the options in this clause 3.3.4, if any, has been utilised;
- 3.3.5 delivering Containers to Customers as long as the Order is received by 16.00 hours on the day prior to the requested day of delivery provided always that the Service Provider shall not be required to deliver a Container on Sundays or on all public holiday save where the Service Provider has elected to deliver Containers on Sundays and public holidays under the Scheme. Where in any case for any reason the Service Provider is unable to deliver the Container on the agreed date the Service Provider must as soon as it is aware that it cannot do so or is likely not to be able to do so, contact the Customer giving a full explanation and making proposals to reduce the inconvenience to the Customer. All such communications shall be simultaneously copied to Yellowskips via info@yellowskips.com;
- 3.3.6 collecting Container from Customers on the agreed date. Where in any case for any reason the Service Provider is unable to collect the Container on the agreed date the Service Provider must as soon as it is aware that it cannot do so or is likely not to be able to do so, contact the Customer giving a full explanation and making proposals to reduce the inconvenience to the Customer. All such communications shall, be simultaneously copied to Yellowskips via info@yellowskips.com;
- 3.3.7 adhering strictly to the Terms and Conditions and without prejudice to the generality of such obligation:-
 - 3.3.7.1 delivering the correct type of Container to the Customer on the correct date during normal business hours ;
 - 3.3.7.2 where any Container is to be left on the highway the Service Provider is responsible for ensuring that the necessary permit has been obtained from the relevant council authority and that the Container is left properly lit and coned and otherwise in a safe condition;
 - 3.3.7.3 placing the Container in the drop of location requested by the Customer (subject to 3.3.7.2) provided this can be done safely;
 - 3.3.7.4 ensuring that all data which it receives relating in any way to any Customer is kept safe and secure, that unauthorised access to it is not permitted and that such data is treated wholly in accordance with the

requirements of the Data Protection Act 1998 and the privacy policy set out on the Website. The Service Provider must obtain express written permission from the Customer if they intend to use any data relating to the Customer in anyway not permitted by the privacy policy;

3.3.7.5 honouring the right of cancellation of the Customer and making prompt refunds in connection with such cancellations;

3.3.8 Irrespective of the Terms and Conditions performing the services to the Customer with courtesy and competence and to the highest professional standards as may reasonably be expected and in a manner intended to protect and enhance the reputation of Yellowskips and of the Service Provider;

3.3.9 Where the Customer is entitled to a refund under the Consumer Protection (Distance Selling) Regulations 2000. Repay to the Customer the total Price paid by the Customer including the Initial Fee. Yellowskips will upon notification from the Service Provider that the Customer has been refunded pay to the Service Provider a sum equivalent to the Initial Fee concerned;

3.3.10 Where the Service Provider refunds the whole or any part of the Price to the Customer for a reason other than that mentioned in clause 3.3.9 the Service Provider will immediately notify Yellowskips of the refund. The Service Provider shall not in the circumstance described in this clause 3.3.10 be entitled to recover the Initial Fee from Yellowskips;

3.3.11 To notify Yellowskips immediately in if the Service Provider becomes aware of a legal claim or a pending legal claim which involves directly or indirectly the Service Provider in connection with any Container and/or any Order and will supply all information that Yellowskips reasonably requests in relation to the legal claim or pending claim; and

3.3.12 Having the whole and entire responsibility for any and all costs, duties and taxes together with associated interests and penalties which arise in any way out of the disposal of the contents of any Container.

3.4 The Service Provider has no responsibility for:-

3.4.1 Payment or collection of payment of the Initial Fee (without prejudice to clause 3.3.10);

3.4.2 the operation of the Website save as expressly referred to above in clauses 2 or 3.

4 Terms and Conditions, Payment and Future Custom

4.1 All hiring out of Containers by the Service Provider to any Customer must be made subject to and in accordance with the Terms and Conditions. In accordance with the Terms and Conditions the Customer Contract comes into existence upon the Acceptance email being sent to the Customer, the generation of which is the responsibility of the Service Provider.

4.2 The Service Provider has had the opportunity to consider the Terms and Conditions and take legal advice thereon prior to the date of this Agreement and by entering into this Agreement acknowledges that it is happy with the Terms and Conditions and accepts their applicability to the Customer Contract.

4.3 The Service Provider further accepts and agrees that Yellowskips shall have no liability whatsoever to the Service Provider should the Terms and Conditions be defective or unenforceable in any way or to any extent whatsoever.

- 4.4 Yellowskips shall have the right on giving the Service Provider 28 days notice to alter the Terms and Conditions as it thinks best. Should the Service Provider object to any such amendment then it shall have the right to terminate this Agreement under clause 6.3 below at any time before the altered Terms and Conditions are posted on the Website
- 4.5 It is up to the Service Provider to make arrangements to collect the Price (nett of the Initial Fee) from the Customer however it is recommended that it is collected prior to delivery of the Container concerned.
- 4.6 Where the Service Provider hires out any Container to any Customer through the Scheme then throughout the existence of this Agreement it must deal with that Customer in connection with all and any subsequent hiring out of Containers to that Customer only under the Scheme and not in any other way.**

5 Indemnity and Liability

- 5.1 The Service Provider will indemnify Yellowskips against all claims, demands, costs, losses and expenses which may be brought against or incurred by Yellowskips as a result of:-
- 5.1.1 any breach or default by the Service Provider under this Agreement;
 - 5.1.2 any breach or default by the Service Provider under any Customer Contract,
 - 5.1.3 any other act or omission of the Service Provider save where any such act or omission constitutes due performance by the Service Provider of any of its obligations under this Agreement;
 - 5.1.4 any claim by the Customer or any third party in any way arising out of or relating to the Container its siting or any utilisation thereof by or on behalf of the Customer or any third party;
 - 5.1.5 any claim by or on behalf of any Customer or the estate of any Customer that the Customer has suffered personal injury or death in any way arising out of the Customer Contract or the Container concerned except to the extent that such personal injury or death is caused by the negligence of Yellowskips or its employees, servants or agents.
- 5.2 Provided that nothing in this Agreement shall have the effect of excluding or restricting the liability of Yellowskips in respect of any kind of loss damage or liability which cannot or must not be excluded or limited under English law Yellowskips shall not be liable to the Service Provider, or to any third party, for:**
- 5.2.1 loss of profits;**
 - 5.2.2 loss of anticipated profits;**
 - 5.2.3 loss of production;**
 - 5.2.4 loss of turnover;**
 - 5.2.5 loss of contracts;**
 - 5.2.6 any other economic loss whatsoever;**
 - 5.2.7 any indirect, special or consequential loss and/or damage whatsoever;**
 - 5.2.8 costs, expenses, other claims for compensation whatsoever relating in any way to the matters referred to in 5.2.1 to 5.2.7 (inclusive) above,**

suffered or incurred by the Service Provider or any third party in any way arising out of any act or omission of Yellowskips or its employees or agents whether for breach of statutory duty or in contract (including any implied term) tort, including negligence, negligent misrepresentation and misstatement or otherwise under or in connection with this Agreement or any other agreement relating to the Container or any part or based on any claim for indemnity or contribution.

- 5.3 Without prejudice to clause 5.2 the entire liability of Yellowskips to the Service Provider under or in connection with this Agreement the Container or the hiring out of Container save in respect of any kind of loss damage or liability which cannot or must not be limited under English law shall not exceed £100,000.00 for the Equipment concerned, except as and to the extent expressly provided in this Agreement.**
- 5.4 Yellowskips and the Service Provider hereby expressly agree that the exclusions and limitations of liability set out in this Contract are fair and reasonable taking into account the nature of the obligations on the part of Yellowskips hereunder.
- 5.5 Nothing in this Agreement shall be deemed to exclude or limit Yellowskips' liability for death or personal injury caused by its negligence or that of its employees or agents or for fraud or fraudulent misrepresentation

6 Duration and termination

- 6.1 This Agreement begins on the date hereof and, subject to clause 2.1 and to this clause 6 continues indefinitely until terminated by either Party giving at least three months' prior written notice to expire at any time.
- 6.2 Without affecting any other rights that it may be entitled to, either Party may give notice in writing to the other terminating this Agreement immediately if:
- 6.2.1 the other Party commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days of being notified in writing to do so; or
- 6.2.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- 6.2.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1996; or
- 6.2.4 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; or
- 6.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; or
- 6.2.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party; or
- 6.2.7 a floating charge holder over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or

- 6.2.8 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; or
 - 6.2.9 the other Party, being an individual, is the subject of a bankruptcy petition or order; or
 - 6.2.10 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - 6.2.11 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 6.2.3 to clause 6.2.1 (inclusive); or
 - 6.2.12 the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 6.2.13 the other Party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
 - 6.2.14 there is a change of Control of the other Party; or
 - 6.2.15 the other Party purports to assign its rights or obligations under this Agreement.
- 6.3 The Service Provider may terminate this Agreement forthwith by notice in writing should it not agree to any alterations proposed by Yellowskips to the Terms and Conditions.
- 6.4 For the avoidance of doubt, and without prejudice to any other material breach a breach by the Service Provider of any of clauses 2.4, 3.3 or 5.1 is a material breach for the purposes of this clause 6.

Yellowskips may terminate this Agreement forthwith by notice in writing if:

- 6.5.1 the Service Provider behaves in such a manner as to Yellowskips believes may threaten or damage the good name and reputation of Yellowskips; or
- 6.5.2 the Service Provider is at any time not registered with the Environment Agency as an authorised waste carrier.

7 Effects of termination

- 7.1 Termination of this Agreement for any reason shall not affect any rights or liabilities accrued at the date of termination. Clauses 3.3.7.4, 3.3.9, 3.3.11, 3.3.12, 5, 6, 7 and 8 shall in any event survive the termination of this Agreement.
- 7.2 The termination of this Agreement shall not make Yellowskips liable to pay any compensation to the Service Provider, including, for loss of profits or goodwill.
- 7.3 All rights and licences of the Service Provider under this Agreement shall terminate on the termination date.

- 7.4 Where the this Agreement has terminated for any reason this shall not have the effect of cancelling any Customer Contracts which have been entered into but which have not then been performed, whereon the Service Provider will perform strictly in accordance with the provisions of the Terms and Conditions and this Agreement.

8 Confidentiality

- 8.1 Each Party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as provided by clause 8.2
- 8.2 Each Party may disclose the other Party's confidential information:
- 8.2.1 to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the Party's obligations or enforcing the Party's rights under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 8; and
- 8.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 8.3 No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

9 Force majeure

- 9.1 A Party, provided that it has complied with the provisions of clause 9.3, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement (and, subject to clause 9.3, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following:
- 9.1.1 acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- 9.1.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- 9.1.3 terrorist attack, civil war, civil commotion or riots;
- 9.1.4 nuclear, chemical or biological contamination or sonic boom;
- 9.1.5 compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- 9.1.6 fire, explosion or accidental damage;
- 9.1.7 loss at sea;
- 9.1.8 extreme adverse weather conditions;
- 9.1.9 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;

- 9.1.10 any labour dispute, including but not limited to strikes, industrial action or lockouts;
 - 9.1.11 non-performance by suppliers or subcontractors (other than by companies in the same group as the Party seeking to rely on this clause 9); and
 - 9.1.12 interruption or failure of utility service, including but not limited to electric power, gas or water.
- 9.2 The corresponding obligations of the other Party will be suspended to the same extent.
- 9.3 Any Party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 9.3.1 it promptly notifies the other parties in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - 9.3.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 9.3.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as reasonably possible.
- 9.4 If the Force Majeure Event prevails for a continuous period of more than six months, any Party may terminate this Agreement by giving 14 days written notice to all the other parties. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

10 Entire agreement

- 10.1 This Agreement (and any document referred to in it) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 10.2 Each Party acknowledges that, in entering into this Agreement (and any document referred to in it), it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 10.3 Nothing in this clause 10 shall limit or exclude any liability for fraud.

11 Variation

Save to the extent as set out in this Agreement that Yellowships is permitted to vary certain matters no variation or agreed termination of this Agreement or of any document referred to in it shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

12 Assignment

Neither Party shall assign, transfer, mortgage, charge, encumber or otherwise deal in any other manner with this Agreement or any of its rights and obligations under this

Agreement, or purport to do any of the same. The Service Provider shall not sub-contract or delegate any or all of its obligations under this Agreement to any third Party or agent.

13 Freedom to contract

The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under this Agreement.

Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

15 Severance

- 15.1 If any provision of this Agreement (or part of any provision) is found by any court or other body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16 Notice

- 16.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, or by commercial courier, to each Party required to receive the notice or communication as set out below

16.1.1 Yellowsticks:-

For the attention of the Managing Director
To the address set out above

16.1.2 Service Provider

For the attention of
To the address set out in Schedule 1

or as otherwise specified by the relevant Party by notice in writing to the other Party.

- 16.2 Any notice or other communication shall be deemed to have been duly received:

- 16.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 16; or

- 16.2.2 if delivered by commercial courier, on the date and at the time of signature of the courier's delivery receipt; or

- 16.2.3 if sent by pre-paid first-class post or recorded delivery, 2 business days from the date of posting.

- 16.3 Unless specifically provided for in this Agreement a notice or other communication required to be given under this Agreement shall not be validly given if sent by e-mail.
- 16.4 The provisions of this clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

17 Third party rights

A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act

18 No partnership or agency

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19 Counterparts

This Agreement may be executed in any number of counterparts (but shall not be effective until each Party has executed at least one counterpart), each of which, when executed, shall constitute an original of this Agreement and which together shall have the same effect as if each Party had executed the same agreement.

20 Arbitration

Any disagreement or claim arising out of or relating to the Scheme, this Agreement or the breach, interpretation, termination or validity of any provision of the Agreement, other than one which relates to the non payment or alleged non payment of the Registration Fee or additional Registration Fee payable to Yellowskips under the Scheme or other liquidated amount payable by the Service Provider to Yellowskips under this Agreement, which cannot be settled between the parties hereto within thirty days of being raised by either Party in a written notice to the other Party shall be settled by arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of the same. The identity of the arbitrator shall be agreed between the parties and in default of agreement within 10 Working Days of the expiry of the period of thirty days referred to above shall be appointed by the President of the Chartered Institution of Wastes Management from time to time upon the application of either Party. The decision of the arbitrator shall be final and binding on the parties. The place of arbitration shall be London. The arbitrator shall have full power to order a Party to provide security for costs regardless of whether the High Court would have power in the circumstances to make such an order. Judgement upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction. All notices to be given in connection with the arbitration shall be in writing in accordance with clause 23 without prejudice to any other effective service.

21 Potential Conflict

Should there be any actual or implied conflict between any provision and or provisions of this Service Provider Agreement and the Terms and Conditions then the provision and or provisions of this Service Provider Agreement shall prevail.

22 Governing law and jurisdiction

- 22.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 Subject always to clause 20 the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

**Schedule One
Service Provider**

Full name of company or organisation	
Registered Office address	
Trading address if different	
Place of Incorporation or country of domicile	
Registered number	
Legal form company/LLP/Other	

Schedule Two Terms and Conditions

DEFINITIONS

“Acceptance Email “	means the email triggered by the Service Provider if the Service provider wishes to accept your offer to hire a Container to you
“Container ”	means skips, containers, plant or goods that have been or are to be hired by the Customer through the Website
“Contract”	means the contract consisting of the Order, the Acceptance Email and these terms and conditions concluded by Acceptance Email
“Customer ”	means the person or the company requesting the Container by submitting the Order
“Drop off Location”	means the Drop off Location specified by the Customer in the Order where the Container is to be placed
“Initial Fee”	means the fee payable to us on placing the Order, as stated on the Website
“Order”	means the order submitted by the Customer through the Website process and communicated to us electronically by clicking on the 'Order Now' button
“Price ”	means the fee payable for the hire of the Container as stated in the Order
“Privacy Policy”	means the privacy policy located on our Website
“Recipient”	means the Customer or an individual nominated to represent the Customer in the Order
“Service Provider”	means the provider of the Container as identified in the Acceptance Email
“Waste”	means all waste as described by the Customer in the Order excluding the items describe in clause 18
“Website”	means www.yellowskips.com
“Working Hours”	means 9:00 till 17:00 on any day (other than a Saturday, Sunday or public holiday in England) when banks in England are open for business.

By placing an Order through this Website, you are agreeing to the following terms and conditions. These terms and conditions do not in any way affect your statutory rights when you Order as a consumer.

In these terms and conditions “you”, “your” and “yourself” refers to the Customer and “we”, “our” and “us” refers to Yellowskips.com Ltd, Company No: 6911374 Broker of Controlled Waste Registration No. CB/UE5837AN with registered offices at Premier House, 209-211 Walsall Road, Perry Barr, Birmingham, B42 1BS.

RELATIONSHIP BETWEEN US, THE SERVICE PROVIDER AND YOU

We will provide you with an online market place to enable you to access hire charges for the supply of various Containers by suppliers. When you place an Order we will arrange, on your behalf, the hire of the Container between yourself and the Service Provider. However, we do not assume any responsibility or liability for the acts or omissions, of any Service Provider.

These terms and conditions shall apply to:

- 1) The hire of Container between you and the Service Provider, and
- 2) The arranging of such hire through us.

These terms and conditions shall not be overridden or amended by any terms and conditions of the Customer or the Service Provider.

ORDER

1.1 When you submit your Order to us through this Website you are consenting to be bound by our terms and conditions contained in these Terms and Conditions and appearing elsewhere on the Website.

1.2 Your Order to us is an offer which may or may not be accepted but in any event neither we or a Service Provider will be bound by a contract with you until and unless, we have received from you all the payment details we require for the Container ordered by you, your Initial Fee to us has been authorised by your card issuer or we are otherwise happy with the payment situation and an Acceptance Email has been issued. Notwithstanding any Acceptance Email your Order will not be processed by the Service Provider unless the Price less the Initial Fee has been paid in full directly to the Service Provider or an alternative arrangement has been made with the Service Provider directly.

1.3 Where it is decided to accept your Order it will be accepted by an Acceptance Email confirming your details, provided you have supplied us with a correct e-mail address, which is most important. The Acceptance Email will provide an Order reference number for any future correspondence. All prices and charges will be calculated of those ruling at the time at which the Acceptance Email is sent to you. Prices and other charges including any applicable delivery charge are shown on our Website.

1.4 The Acceptance Email being sent to you means that the Service Provider concerned has agreed to supply to you the Container described on the Order.

1.5 For your Order to be processed and the Container delivered you must supply us with all the relevant details we request, including a Drop off Location, full delivery details, postcode and telephone number and email address. You are entirely responsible for the Drop off Location being in fact suitable for the placing and use of the Container.

1.6 At our or our Service Provider's discretion we or our Service Provider may from time to time, offer products at discounted prices. These offers are valid from the time that we or our Service Providers introduce them to the end date of the offer, subject to availability and they cannot be used for purchases before the offer introduction date or after the offer end date.

1.7 In the event that you have made a purchase and the price of a container type falls or is discounted due to a special offer; the price of the container type at the time you place your Order shall prevail. We are unable to offer special offer discounts for purchases that have already been made at other prices. We may change the terms of special offers, or withdraw them altogether, at any time and without prior notice. We also reserve the right to offer different personalised special offers and promotions and it will therefore only be possible for the Customer in receipt of the special offer to redeem the discount.

1.8 Offers and Containers displayed on our Website are always subject to availability that may change without notice.

1.9 The Service Provider is not our agent or subcontractor, our role is to facilitate your introduction to a Service Provider.

PAYMENT

2.1 The Initial Fee is to be paid by you to us immediately on placing your Order.

- 2.2 Unless an alternative arrangement has been made with the Service Provider directly the balance of the Price is to be paid in full to the Service Provider no later than 48 hours before the requested delivery of the Container.
- 2.3 Payment of the Initial Fee may be made by any of the methods indicated on the payment page of our Website and will be debited when you submit your Order. Payment must be made in £s sterling.
- 2.4 Occasionally credit cards that are entered correctly and have sufficient funds are not validated because the card issuer is performing a random security check. In these cases, we will need to take payment over the phone. We will email or call you in these circumstances. If you receive a message to tell you that payment has not been validated, please contact our customer service team immediately at info@yellowskips.com to ensure your Order can be attended to. Please note that attendance by us will normally only take place during usual Working Hours.
- 2.5 Where an approved credit or debit card transaction has taken place and subsequent payment shortfall arises (e.g. in the case of unsuitable waste); we or the Service Provider may process the balance due for payment on the card you used for the Initial Fee . Similarly, we may process part payments at interim stages of the Contract.
- 2.6 The Customer will pay all monies outstanding on demand including interest on amounts overdue and will be liable for reasonable legal charges incurred by us or the Service Provider in the recovery of Container and/or any amounts due.
- 2.7 The Price stated on the Acceptance Email is for the duration of the hire of the Container and include Saturdays, Sundays and Public Holidays.

CHANGES TO YOUR ORDER, RETURNS

- 3.1 If you wish to make any changes to your Order please contact the Service Provider direct. The Service Provider cannot guarantee to accept changes made to your Order but the Service Provider's policy is to allow changes as long they are able to agree with you any consequent changes in price or otherwise. Any change to your Order may affect the price to be paid by you and the Service Provider's acceptance of your requested change will then be subject to any additional price or charge.
- 3.2 Where you do have a right to cancel your order under the Consumer Protection (Distance Selling) Regulations 2000 as amended you must give written notice of cancellation to the Service Provider.

The notice of cancellation should quote your unique order code and sent to the Service Provider's details specified in the Acceptance Email.

- 3.3 Where you do have the right to cancel you can cancel the Contract within a seven-day period which starts on the day after you receive the Acceptance Email.
- 3.4 If you cancel the Contract orally, you will need to confirm the oral cancellation in writing and send it to the Service Provider by one of the written means specified in the Acceptance Email.
- 3.5 The Service Provider reserves the right to cancel the contract where the Container you Order was listed at an incorrect price due to a typographical or administrative error.
- 3.6 **Where you have placed an Order that requests delivery of the Container at a time prior to the expiry of the seven day period mentioned above your right to cancel under the Consumer Protection (Distance Selling) Regulations 2000 shall not apply.**
- 3.7 If you choose to cancel the hire of Container where the right to cancel under the Consumer Protection (Distance Selling) Regulations 2000 does not apply the following charges will be levied:

More than 3 days' notice: 10% of total hire charge,
1 - 3 day's notice: 50% of total hire charge,
Less than 24 hours' notice: 100% of total hire charge

DELIVERY

- 4.1 Our Service Providers will only make deliveries in the mainland of the United Kingdom.
- 4.2 Provided that there are no problems with your Order or availability of the Container type requested the aim of the service provider is to have the Container delivered on the date requested by you on the Order as stated on the Acceptance Email.
- 4.3 Unless agreed otherwise with the Service Provider the Container will be collected 5 days after delivery.
- 4.4 The Service Provider will only deliver the Container to the Drop off Location specified in your Order, if the location identified in the Order is apparently not suitable the Service Provider will not be able to leave it there.
- 4.5 (a) A Recipient signature will be required for deliveries.
- 4.5 (b) The Customer warrants that the Recipient signing for delivery has the authority of the Customer to do so on the Customer's behalf.
- 4.6 Should the Recipient be absent at the time of delivery or if the Drop off Location is not suitable, a failed delivery charge may be made by the Service Provider and you will need to arrange redelivery for the Container direct with the Service Provider.
- 4.7 Neither we nor the Service Provider accept any liability whatsoever for any delay in deliveries which has occurred due to any circumstances beyond our or the Service Provider's reasonable control.
- 4.8 Under normal circumstances, the Service Provider will try to ensure that your Container is delivered to the Drop off Location you provide. However, there are times when this is not possible due to problems with the address information or other difficulties. To alleviate such problems please:
- Ensure that the Drop off Location you provide is full and accurate, including the address and postal code where applicable,
 - Give additional instructions to assist with difficult-to-find addresses,
 - Keep us informed if you find that the Drop off Location or Recipient's availability changes prior to the Order being delivered.

Neither we or the Service Provider will be responsible for any Orders which are not delivered or other problems or consequences that arise due to incorrect or incomplete information being supplied by you or due to the absence of a Recipient authorised to sign by way of acknowledging receipt of the Container.

4.9 Where the Service Provider has to attempt re-delivery the Service Provider has the right to levy a redelivery charge at the Service Provider's standard rates.

4.10 The Price includes carriage and delivery. A maximum of 30 minutes attendance by the delivery vehicle at the Drop off Location specified by the Customer is included. The Customer will pay for further time at the Service Provider's standard rates.

AVAILABILITY

5.1 The Service Provider reserves the right to provide a larger Container than specified in your Order at no additional charge provided that the substitute Container is no larger than is appropriate for the Drop off Location.

FORCE MAJEURE

6.1 Neither we, nor any Service Provider that we use shall be liable for any failure or delay in performance where such failure or delay results from any circumstances outside our reasonable control, including, but not limited to, any fire, flood, explosion, accident, adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of any private or public highway, riot, government act, act of war, terrorism, act of God, or from any industrial dispute or strike whatsoever.

PERSONAL INFORMATION

7.1 To ensure that we can communicate effectively with both Customers and Recipients, it is very important that you provide accurate personal information. Please remember that we value your privacy and will only deal with private information in the way set out in our Privacy Policy, but of course we have to share it with the Service Provider.

At the checkout, we ask for the following personal information:

Customer email address - we use this information for the purpose of order acceptance, informing you of the order status and in the event that we need to make substitutions,

Customer full name and address - we use this information for credit card validation and for direct mailing (if you have agreed to receipt of these mailings) and of course for delivery,

Customer telephone number (and mobile number) - we use this information to contact you in the event of problems with the order such as payment failures or delivery problems,

Recipient full name and address – if different from the customer address,

Recipient telephone number (and mobile number) – if different from the customer telephone number.

We and the Service Provider shall only use personal data received from you for the purpose of fulfilling our obligations under the Contract or as stated in our Privacy Policy.

DEALING WITH PROBLEMS, OWNERSHIP AND RISK

8.1 Although the Service Provider does its best to ensure that this does not happen, on rare occasions, Containers that arrive at their destination may not be to the specification ordered. If you or the Recipient receive a Container that does not accord with the description in the Acceptance Email please contact the Service Provider immediately.

8.2 In order to resolve any complaints quickly, we request that you make any complaint within 48 hours of the date of delivery of the Container concerned.

8.3 Any complaints should be made to the Service Provider using the contact details from the Acceptance Email.

8.5 The Recipient or Customer signing on delivery of the Container has been afforded an opportunity to inspect the Container that is deemed to be in working order and free from damage at the time of signature.

LIMITATIONS AND EXCLUSIONS

For the purposes of this clause 9 only references to “we” , “our” and “us ” refers to Yellowskips.com Ltd and the Service Provider

9.1 We use our reasonable endeavours to ensure that our Website and/or the services we provide through it (Services) are fully operational and error-free but we cannot guarantee this and, therefore, accept no responsibility for any errors, defects and/or interruption of the Website or Services.

9.2 We accept liability for death and/or personal injury arising from our negligence or from that of our employees, servants or agents and for all liability arising from any fraudulent representation we may make and any other liability to the extent that under the applicable law we are not entitled exclude or limit such liability.

9.3 Subject to clause 9.2 but without prejudice to clauses 9.4 or 9.5 , our liability (and that of our agents, subcontractors and employees) to you in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with your Order placed with us or in connection in any way with the Container(s) concerned shall be limited to the sum of £100,000.00.

9.4 Subject to clause 9.2 and to the full extent permitted by the applicable law we exclude all liability for any and all claims, losses, demands and damages, including without limitation, loss of profits, loss of contracts or business opportunity, loss of data and any consequential, incidental, special losses or damage, even if we have been advised of the possibility of such damages, and any and all costs connected with any of the same , which you may suffer or incur arising directly or indirectly out of or in any way connected with your use or possession of the Container concerned or your inability to access the Website and/or the Services, whether arising in contract, tort (including negligence), under statute or otherwise PROVIDED THAT nothing contained in these Terms and Conditions affects or will affect any statutory rights which you may have whether as a consumer or otherwise and which cannot be excluded in relation to the quality, fitness or description of the Container supplied.

9.5 Subject to clause 9.2 and without prejudice to clause 9.4 we shall not be liable for any indirect or consequential losses, expenses, liabilities, claims or proceedings whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability or repossession of the Container, or any breakdown or defect in the Container.

WARRANTIES AND DISCLAIMERS

10.1 Whilst we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy or completeness of the material on this Website. We may make changes to the material on this Website or to any services or prices described in it, at any time without notice. Material on this Website may be out of date, and we do not make any commitment to update this material.

10.2 The content, information and material on this Website is provided "as is" without any conditions, warranties or other terms of any kind (whether express or implied) which are excluded to the full extent allowed by the applicable law.

- 10.3 Save as expressly provided, all warranties, conditions or other terms implied by statute, trade practices or common law are excluded to the fullest extent permitted by applicable law

INTELLECTUAL PROPERTY AND LINKS

11.1 You may not modify any contents of this Website. No part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service or used other than for the intended purpose. You may not publish, distribute or otherwise reproduce in any format any of the content or copies of the content of this Website without our prior written permission which we may withhold at our sole discretion. You may download and keep for your record purposes details of the products you have ordered, [your order page](#) and these terms and conditions.

11.2 Links to third party websites on this Website, if any, are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control, and are not responsible for these websites or their content or availability. We do not therefore endorse or make any representations about these websites, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website you do so entirely at your own risk.

11.3 If you would like to create a link to this Website you may not do so without our express prior written agreement which we may withhold at our sole discretion. In any event we expressly reserve the right to revoke any right which we grant to link to this Website at any time for any reason and to take any action that we deem appropriate.

VISITOR MATERIAL

12.1 You may not post on or transmit to this Website anything which:

- 12.1.1 is technically harmful (including without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data),
- 12.1.2 involves misusing the Website (including without limitation by hacking) or which attempts to affect the performance or functionality of any computer facilities of or accessed through the Website.

USE OF CONTAINER ON THE CUSTOMER'S DROP OFF LOCATION

13.1 You will conform with all statutory enactments and regulations and byelaws and regulations of local or other statutory authorities that apply to the Container or the Waste.

13.2 You shall not and shall not allow any third party to:

- 13.2.4 Place or cause to be placed in the Container any thing other than Waste,
- 13.2.5 Overload the Equipment. Section 34 of the Environment Act 1990 states that any person who produces waste is bound by a duty of care '...to prevent the escape of waste, that is, to contain it.' Container therefore must not be loaded above its maximum capacity. In the case of a skip, that is, not higher than the sides of the skip. It is illegal to transport an overloaded skip,
- 13.2.6 Set fire to the contents of the Container,
- 13.2.7 Interfere with the mechanism of the Container,
- 13.2.8 Add on or attach to the Container any painting, sign-writing, lettering or advertising,

- 13.2.9 Remove, deface or conceal any nameplate or mark indicating the owner of the Container and afford at all reasonable times access to the Container to inspect or repair such nameplates or marks,
- 13.2.10 Move the Container from its point of delivery on site by any method whatsoever,
- 13.2.11 Continue to use the Container where it has been damaged and will notify the Service Provider immediately if the Container is involved in an accident resulting in damage to the Container, other property and/or injury to any person,
- 13.2.12 Place any items described in clause 18 into the Container.

13.3 You will:

- 13.3.4 take reasonable care of the Container and only use it for its proper purpose in a safe and correct manner and will notify the Service Provider immediately after any loss and or damage to the Container,
- 13.3.5 Take adequate and proper measures to protect the Container from theft , damage and/or other risks,
- 13.3.6 Return the Container in good working order and condition (fair wear and tear excepted) and otherwise in accordance with these Terms and Conditions

LOST, NON RETURNED, DAMAGED OR UNCLEAN CONTAINERS

14.1 You must immediately notify both the Service Provider and the police of any loss or theft of the Container.

14.2 If a Container is reported stolen, it must be accompanied with an incident number obtained from the police in order to terminate the hire.

SECURITY OF CONTAINER

15.1 You shall not sell or otherwise part with possession and/or control of the Container and shall remain responsible for the Container and its safekeeping during the hire period.

ACCESS AND GROUND CONDITIONS

16.1 You shall provide a precise and accurate location for the delivery of the Container (the Drop off Location) and shall not remove the Container from the place where it is deposited without the express written authority of the Service Provider.

16.2 You are responsible for the provision of free and suitable access to and from the Drop off Location site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for the siting of any Container.

16.3 Neither we nor the Service Provider responsibility will be accepted for damage to the Drop off Location or any surface over which the Container has been moved to reach the Drop off Location and you should therefore take steps to protect surfaces (paving slabs, soft ground and the like) before delivery of the Container.

16.4 You shall ensure that at the time for collection of the Container as specified in the Acceptance Email or as subsequently agreed with the Service Provider that there is sufficient clear space for the Container to be collected. Where the Customer has failed to ensure that there is sufficient clear space for the collection of the container the Customer shall be liable to pay the Service Provider abortive collection charges at the Service Providers standard rate.

16.5 You will ensure that at the time of collection there is a clear space at one end of the Container of not less than two car lengths to give the collection vehicle sufficient access to effect removal. In the event that it proves impracticable to deliver or collect the Container because of inadequate access to the Container you shall be liable to pay abortive delivery or collection costs incurred.

16.6 You are to inform us if the Drop off Location is **not located on private property** so that the Service Provider may obtain the permissions and permits from the Highway Authority required by the Highway Act. Where you fail to inform us that the Drop off Location is not located on private property you will indemnify us and the Service Provider against all penalties, losses and costs, including legal costs resulting from the failure.

16.7 Where the Drop off Location is **not located on private property** you will ensure the observation and performance at all times of all the conditions subject to which the such permission/license is granted and in particular will ensure that the Service Provider is notified immediately should the Container is cease to be properly conned and/or lit or the Container is moved or damaged in anyway.

16.8 The Service Provider or we may arrange for the removal or repositioning of the Container if required at anytime to do so by a highway authority or representatives.

16.9 Subject always to clause 9. Where the Drop off Location is located on private property no responsibility will be accepted for damage to any property during delivery and removal and you should therefore take steps to protect any property and highlight any hazards to the Service Provider during delivery and removal of the Container.

RIGHT OF ACCESS

17 You shall allow us and or the Service Provider access to the Container at all reasonable times for the purpose of replacement or repossession or inspection.

WASTE

18.1 The following items shall not be placed in the Container:

- a. Substances hazardous to health such as toxic or corrosive materials or liquids
- b. Any liquids of any kind whether contained or not
- c. Cans, drums or other containers of any kind unless they are empty and crushed so incapable of carrying any liquid
- d. Medical waste of animal carcasses of any kind or quantity
- e. Asbestos
- f. Fridges/Freezers
- g. Tyres
- h. Electrical Goods i.e. (Tvs, Videos, Microwaves, Irons, Computers, Kettles etc)
- i. Paint Tins Full/Empty
- j. Tarmac
- k. Mattresses
- l. Gas Bottles
- m. Hazardous Waste i.e. (Oil, solids, rags wipes, filters, mastics, florescent tubes, aerosols glues and resins
- n. ANY OTHER HARMFUL, HAZARDOUS, OR TOXIC WASTE.
- o. Any other material not listed above however considered unsuitable for containment
e.g. malodorous waste.

This list is not exhaustive, for clarification of any items you wish to dispose of please contact our customer service team on info@yellowskips.com or telephone 0800 783 6681

TERMINATION

19.1 The Service Provider may terminate the Contract and repossess Container without affecting any rights to recover monies due, damages for breach of contract or other remedies if you:

19.1.1 Fail to make any payment to us or the Service Provider when due,
19.1.2 Breach these Terms and Conditions and, where the breach is capable of remedy, has not been remedied within 1 day of receiving notice requiring the breach to be remedied,
19.1.3 Persistently breach these Terms and Conditions,
19.1.4 Provides incomplete, materially inaccurate or misleading fact and/or information in connection with the hire of the Container,
19.1.5 Pledges, charges or creates any form of security over any Container or ceases or threatens to cease to carry on business or proposes to compound with its creditors, applies for interim moratorium in respect of claims and/or proceedings or has a Bankruptcy petition presented against it, or being a company enters into Voluntary or Compulsory Liquidation, has a receiver, administrator or administrative receiver appointed over all or any of assets, any attachment order is made against the you or any distress execution or other legal process is levied on any of your property,
19.1.6 In the view of the Service Provider appears to be about to suffer any of the events set out above in this clause 19.

19.2 If any of the events set out in clause 19.1 occur in relation to you then we or the Service Provider as the case may be shall without prejudice to any other remedies exercise any or all of the following rights :

19.2.1 The Service Provider may enter, without prior notice any of your premises (or premises of third parties with their consent) where the Container on hire is located and repossess the Container,
19.2.2 The Service Provider may cancel, terminate and/or suspend without liability to you the contract and/or any other contract with you.

19.3 If any of the events set out in clause 19.1 occur in relation to you then without prejudice to any other remedies exercise all monies owed by you to us or the Service Provider shall immediately become due and payable.

19.4 Any repossession of the Container shall not affect our right or that of the Service Provider to recover from you any monies due under the Contract and/or any damages in respect of any prior breach.

GENERAL

- 20.1 We have taken every care in the preparation of the content of this Website, in particular prices and Container descriptions. Nevertheless some Containers may vary from those shown.
- 20.2 We reserve the right to supplement and amend these Terms and Conditions from time to time. We will post any changes on the Website and it is your responsibility as a customer to review the Terms and Conditions on each occasion you make an Order on our Website. Changes will be effective immediately after the posting of such change.
- 20.3 We reserve the right to suspend, restrict or terminate access to the Website and/or the Services for any reason at any time.
- 20.4 Orders are only accepted from persons over the age of 18 years and by placing an Order with us you are warranting that you are not below that age.
- 20.5 These Terms and Conditions shall be deemed to include all other notices, policies, disclaimers and other terms contained in the Website, provided that in the event of a conflict between any such other notices, policies, disclaimers and other terms, these Terms and Conditions shall prevail. If any of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 20.6 A person who is not a party to the agreement between you and us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms

- and Conditions but this does not affect any right or remedy of such person which exists apart from that Act.
- 20.7 The headings in these Terms and Conditions are for ease of reference only any shall not affect the interpretation and construction of the same.
- 20.8 Your purchase will be deemed, for all purposes, to have occurred in England. These Terms and Conditions, the relevant arranging of such hire through us and the contract between you and the Service Provider shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 20.9 If placing an Order on behalf of a company or organisation the persons placing an Order warrants that they are authorised to do so on behalf of the company or Organisation.

ENTIRE AGREEMENT

21.1 Save in respect of fraudulent misrepresentation, this agreement (including any documents referred to herein) supersedes all prior representations, arrangements, understandings, and agreements between you and us (whether written or oral) and sets out the entire agreement and understanding between you and us relating to the subject matter hereof save for:

- 21.1.1 the rights which either you or we may have under the Consumer Protection (Distance Selling) Regulations 2000 as amended, and
- 21.1.2 your statutory rights as a consumer, where you are buying as a consumer, in relation to the quality, fitness or description of the Products supplied.

21.2 These terms and conditions, together with our current Website, set out the whole of our agreement relating to the supply of the Container to you by us. Nothing said by any salesperson, agent, employee, director or other representative on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

If you have any questions regarding our terms and conditions or have any comments about our Website, please email us at info@yellowskips.com

**Schedule Three
Range of Containers**

Name	Size in Cubic Yards	Size in Cubic Meters
Mini	1-2	0.765 - 1.529
Midi	2-3	1.529 - 2.294
Maxi	3-4.5	2.294 - 3.441
XL Builders	6-8	4.588 - 6.117

Schedule Four Specimen Acceptance Email

Dear Customer,

Thank you for booking your skip hire online with Yellowskips.com. Please find below the confirmed details of your order and your unique order code. Your skip will be delivered by the Service Provider below.

Please check these carefully to ensure you have entered all of the correct information throughout the order process.

Your unique order code is {discountcode}.

Delivery Address

{Address1}

{Address2}

{Address3}

{Address4}

Skip Delivery Date {deliverydate}

Skip Size {skipsize}

Drop Off Location {dropofflocation}

Your Skip will be collected as soon as practically possible after {collection date}

If you need to make any changes to your order please make contact with the service provider below. All alterations will be subject to an administration charge according to our [Terms and Conditions](#). Further details can be found on our website under FAQs [Amending Orders](#).

Service Provider:

Company Name

Contact Name

Telephone Number

Email Address

Postal Address

What happens next ?

The Service Provider will deliver your skip to you between the hours of 9am and 12 midday on the date of ordering.

Important - What you must do on the day of delivery!

In order for the skip to be delivered effectively, you must ensure that a space and access is cleared where the skip will be placed. If your skip is to be placed on the highway a space of at least two car lengths will be required to safely unload the skip.

Important - What you must do on the day of collection!

Please make sure that your skip is filled correctly, with no rubbish overflowing or piled up over the height of the skip sides, in order for the Service Provider to be able to remove it legally. Please remember it is against the law for skips to be over filled. Please refer to our [skip guide](#), the [Highways Act 1980](#) and to [section 139 Road Traffic Regulations act 1984](#) on our website for more information. If any items are considered to be overflowing or dangerous, the Service Provider will levy a wasted journey / transport charge to you and will only collect the skip once it is level loaded.

In order for your skip to be collected effectively, please make sure all access is clear so our vehicle can drive directly up to the skip. If parked on the highway, please ensure at least two car lengths are available at one end of the skip the collection vehicle to safely reverse up to the skip.

To cancel your Order please contact the Service Provider in writing, whether by post to the postal address or by email to the email address of the Service Provider set out above in every case quoting your unique order code (above).

Please see our [Terms and Conditions](#) for more information.

Thanks again for your order

We look forward to helping you do your bit for the environment by recycling as much of your waste as possible.

Yours sincerely

Wayne Clark

Yellowskips.com General Manager