

Terms & Conditions

In these conditions "owner" means Haulaway Ltd, "hire" means the person hiring the container, "vehicle" means the vehicle delivering or collecting the container which is the subject of the contract "driver" means the driver of the vehicle, "the site" means the place whether on or off the highway where the container is to be deposited.

1. We hereby undertake that the container provided is clearly and indelibly marked with the owner's name and telephone number or address.
2. It shall be the owner's responsibility to ensure compliance with any condition imposed by a highway authority that being any relevant charges imposed and the marking of the container to comply with its relevance by law.
3. The customer shall incur any costs that are implemented by the highway authority.
4. The owner will remove or reposition the container if required by the highway authority or a constable in uniform under section 140 of the Highways Act 1980.
5. Except as specifically otherwise agreed in writing the title to and the contents of the container passes to the owners at the time of loading the container onto the vehicle provided that the provisions of condition 12(a) have been satisfied.
6. Except as specifically otherwise agreed in writing the owner shall be under no obligation to deposit the container elsewhere than on the highway
7. The owner shall use his best endeavours to comply with the customers' requirements but can accept no responsibility for failure to supply or for any delay in supplying containers which may be caused directly or indirectly by any circumstances beyond the owner's control or any unforeseen or abnormal conditions, or by an act or neglect on the part of the customer.
8. When one of our vehicles calls on a customer to deliver or collect a container ten minutes from time of arrival of the vehicle will be allowed for loading and/or unloading after which demurrage will be charged at the day work rate of the vehicle kept waiting.
9. Where the driver is directed to deposit or collect the container on or from a site which is off the highway:
 1. The owner shall be under no liability whatsoever to the customer for any damage howsoever caused whilst the vehicle is off the highway.
 2. Without prejudice to the generality of condition 14 the customer shall subject as above save harmless and keep the owner indemnified against any claim or demand which could not have been made had the driver not been so directed: and
 3. The customer will compensate the owner for any damage to the vehicle or the container, which would not have occurred had the driver not been so directed and which is not due to any negligent driving on the part of the driver.
10. The customer shall not:
 1. Move the container from the site to which it has been delivered.
 2. Overload a container beyond its capacity in respect of weight and the safe transportation of waste material by the owner.
 3. Set fire to the contents.
 4. Alter or vary these conditions in any way or to give any consent thereunder unless he is authorised in writing by the owner to do so.
11. The customer shall ensure that all permissions required before the containers can lawfully be deposited on site including the permission required under the Highways Act 1980, have been or will be obtained, before the customer directs the driver to deposit the container, The permission shall remain in force until the container has left site.
12. The customer shall ensure that:

1. No waste to which the Control of Pollution (Special Waste) Regulations 1980 No. 1709 apply will be placed in the container without written consent of the owner; and
 2. Notwithstanding 12(a) above if any waste to which the said regulations apply is placed in any container the customer shall give notice required by this regulation and within the regulation time limit send copies of the consignment note to the owner.
 3. The customer shall take all reasonable care of the equipment and the customer will be responsible for any loss or damages (other than reasonable wear and tear) to the container whilst in situ at the site required by the customer.
13. The customer shall ensure that the container will be until the owner collects:
1. Properly sited in accordance with the permission given
 2. Is properly lighted according to the Highways Act 1980 provisions and the permission during the hours of darkness and unsatisfactory visibility.
 3. It suffers no damage other fair wear and tear.
 4. It is properly marked with the required number of cones.
14. The customer shall save harmless and keep the owner indemnified against any claim, demand or penalty arising out of the presence of the container on the site and which could not have been made or inflicted had the container not been placed on the site.
15. Except as specifically otherwise agreed in writing, the customer shall fill the container within the period of hire, should the period of hire exceed the minimum of two weeks without exchange or removal, then the owner is entitled to implement a said charge based on the day rate that he sees fit to apply. The owner may also increase the said day rate after week four commences without prior warning to the customer but may only keep that rate for subsequent weeks to follow. This rate will only apply until the container is collected.
16. The driver has the right to remove all waste he considers to be above a normal load, as directed in Condition 10 (b)