



# KWD RECYCLING

KILLARNEY WASTE DISPOSAL LTD.

AUGHACUREEN, KILLARNEY, CO.

KERRY.

KILLARNEY 064-32458 | TRALEE 066--7128850

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## **CAUTION**

**WARNING:** SKIPS NOT TO BE FILLED BEYOND WATER LEVEL. OUR DRIVERS ARE ABSOLUTELY FORBIDDEN UNDER HEALTH & SAFETY AT WORK, ROAD TRAFFIC & LITTER ACTS TO REMOVE OVERLOADED SKIPS. RELEVANT AUTHORITIES INCLUDING GARDAI WILL BE NOTIFIED OF SUCH AN OCCURRENCE.

### **LIGHTS MUST BE PLACED ON SKIPS DURING HOURS OF DARKNESS**

The Hirer/Agent shall be responsible for compliance with the provisions of sections 3(1), 3 (2), 4(2), 6(1) and 6(4) of the Litter Pollution Act 1997 during the period of hire and will indemnify the Company against all fines, damages, costs and expenses howsoever arising by reason of the breach or non-observance of all or any such provisions howsoever arising i.e. It is the hirer's responsibility to ensure that the contents of the skip is not loaded or stored in a manner which is likely to give rise to litter. This responsibility remains with the hirer until such time the company removes the skip. Do not accept delivery of skip if unwilling to accept this responsibility.

The Company also holds the Hirer or their agent responsible to ensure that the skip is clearly visible during hours of darkness and complies with any local authority bye laws/regulations, which may be applicable to their relevant area. **Hire period is for a maximum of 3 days (unless otherwise agreed in writing) and notwithstanding the foregoing, it may take up to a maximum of 7 working days for the Company to collect the skip.** Should this be the case, there are no additional costs to the Hirer, however, the contractual agreement and its conditions remains in place until such time the skip has been removed. Hiring period may also be terminated on the instructions of a member of An Garda Síochána or any other authorised official. The company will not reimburse the Hirer/Client for any losses incurred in such an event.

Please satisfy yourself that you have adequate Insurance to cover skips whilst on hire to you.

Skips are placed and removed on/off private property i.e. driveways, entirely at the risk of the Hirer.

N.B. The combined weight of a skip/vehicle can be up to 30 tonnes. Most residential ground surfaces are designed to accommodate light vehicles, please bear this in mind when seeking to have skips deposited on same. Hirer must bring to the attention of the driver any hazards on the property i.e. manhole covers, utility cables overhanging trees etc..

**IT IS ILLEGAL TO OVERLOAD SKIPS. SKIPS MUST BE FILLED TO WATER LEVEL. OVERLOADED CONTAINERS WILL NOT BE REMOVED.**

# IMPORTANT NOTICE

No hazardous or liquid waste can be accepted. Here are some of the items which we cannot accept.

1. Paints, Thinners, Oil etc
2. Fridges, Freezers or any CF gas container.
3. Gas cylinders.
4. Batteries.
5. Asbestos.
6. Medicines/drugs.
7. Kitchen waste.
8. Septic Tank waste.
9. Computers.
10. Florescent Light Bulbs.
11. Contaminated Soil.

N.B. please note that these are only some of the items not suitable for acceptance, for further clarification, please contact the Environmental Protection Agency website@[www.epa.ie](http://www.epa.ie)

**Killarney waste Disposal trading as KWD Recycling**  
**(hereinafter referred to as the "Company")**

**CONDITIONS OF SALE AND/OR HIRE**

**1. General**

All contracts made by the Company shall be deemed to incorporate these terms and conditions; no variation or addition to them shall form part of any contract unless specifically accepted by the Company in writing, and they shall over-ride and take the place of any other terms and conditions in any document or other communication used by the buyer in concluding the Contract with the Company.

**2. Payment**

- (a) The price of the goods or service provided shall be the company's price ruling at the date of dispatch.
- (b) If any sum owed by the buyer to the Company should be overdue for payment, the Company may withhold any goods or services due for dispatch to the buyer under any contract without prejudice to the Company's rights and the buyer's liability under such contract.
- (c) In the case of all goods hired, the hire price will be payable upon delivery of the hired goods to the customer.
- (d) The Company reserves the right not to collect hired goods (including in particular, waste disposal skips and containers) until full payment has been received by the Company of the hire price. In the case of delay in collection caused by failure to make full payment. Further hire charges will be levied at the Company's normal daily hire rate for such goods.

**3. Delivery**

- (a) Should the Company be delayed in or prevented from making delivery of the goods or services due to war, strikes, lock-outs, fire, floods, explosion, labour disturbances, trade disputes or shortages in raw materials or due to any other Cause whatsoever beyond the control of the Company. The Company shall be at liberty to cancel or suspend the order without incurring any liability for any loss or damage arising there from.
- (b) The Company shall not be liable for any damages, discrepancy or shortage in the goods sold or hired unless the buyer notifies both the company and the carrier within 48 hours of the time of delivery of the goods.
- (c) In the case of waste disposal skip hire the Company shall so far as practicable notify the approximate time of delivery of the skip. The customer will in all cases indicate either in advance or at the time of delivery, the location on site where delivery is desired, and in default of such indication, the Company shall be entitled to deposit the skip wherever the Company shall deem most suitable and convenient, but without any liability or responsibility to the customer or any third party arising out of the Company's choice of such location of delivery.
- (d) The Company at all times reserves the right to refuse delivery of the goods at any particular location where in the opinion of the Company, a danger or risk will be created thereby, being in particular, a risk of danger or injury to third parties.
- (e) The Company reserves the right to refuse delivery to any location or site where such a delivery would be contrary to any law or bye-law in force.
- (f) The Company reserves the right at the date or creation of any contract for hire, to require prior production and sight of a suitable public liability insurance policy indemnifying the hirer in respect of any third party claims that may arise out of the use of the goods on hire by the hirer.

**4. Duties of Hirer/Customer - Damage to Equipment**

- (a) The buyer or hirer as appropriate will be liable to take all reasonable care of equipment including inter alia, bins, compactors, balers and all other equipment in the buyer's/and or hirer's custody, and shall be liable for any damage howsoever caused to the equipment arising from the loss, neglect or default caused by the buyer/hirer or their agents.
- (b) The buyer and/or hirer shall not rely upon any representation concerning any goods supplied unless the same

shall have been made by the Company in writing.

- (c) The Company shall be under no liability for any loss or damage however arising, resulting from the use or conversion of the goods by the buyer, and the buyer shall indemnify the Company in respect of any claim by a Third Party for loss or damage resulting as aforesaid.
- (d) The customer will use waste disposal skips and containers only for the disposal of suitable materials, and will not seek to deposit hazardous or toxic waste in the said skips and/or containers.
- (e) The customer shall not overload any such skip or container and the Company reserves the right to refuse to remove or collect such skip or container in the event of overloading or for other good reason, and the decision of the Company shall be final in this regard.
- (f) The customer shall have full responsibility for insuring that hired goods are adequately lit during lighting-up hours, and that they shall not pose a hazard or danger to any Third Party.
- (g) The Customer shall not move any waste disposal skip from the point of delivery by the Company.
- (h) The Company shall have the right to remove hired goods including waste disposal skips and or containers without prior consultation with the hirer/customer and without any liability arising out of the same save that the Company will reimburse to the hirer/customer the proportion of hire relating to the period of such early collection.

#### **5. Indemnity**

The hirer/customer shall be responsible for all expenses involved arising from any breakdown and all loss or damage by the Company due to the hirer's negligence, misdirection or misuse of the plant, whether by the hirer or his servants and for the payment of hire at the appropriate idle time rate during the period the plant is necessarily idle due to such breakdown, and the hirer shall be responsible for any liability arising out of the positioning and/or use of the said goods during the period of hire.

#### **6. Retention of Title Clause**

- (a) Notwithstanding delivery, the property and goods intended to be sold shall remain with the Company until payment for the goods has been received in full.
- (b) Notwithstanding (a) above, the risk in the goods shall pass to the buyer upon hirer delivery (i.e. Ex works or as otherwise specified in the contract).
- (c) The Company shall not be liable for any damage to surfaces, manholes, walls or property, caused by the Company vehicles or equipment while on the buyer's premises, and the buyer will indemnify the Company in respect of any claim by a Third Party for loss or damage resulting as aforesaid.

**7. Law** These conditions shall be construed in accordance with and governed by Irish Law.