

### 1. Definitions and Interpretations

1.1 In these terms “we” or “us” means the company A1 Supa Skips Ltd specified in these terms and conditions for goods and/or services to you; “you” means the person, firm or company who purchases the goods and/or services from us; and “our” and “your” should be construed accordingly. “Contract” means any order which has been accepted by us.

1.2 Reference to any Statutory Provisions shall include any subordinate legislation made under it, any legislation which it has modified or re-enacted and any legislation which supersedes it or re-enacts it.

1.3 “Force Majeure” means any circumstances beyond the reasonable control of either the provider or the supplier (including, without limitation, strike, lock out or other form of industrial action, accident, inclement weather, difficulties in obtaining fuel parts or machinery, power failure, breakdown, or malfunction of machinery or computers.

### 2. Application of Terms

2.1 These terms apply to all services and/or sales of goods by us to the exclusion of all other terms (including any of which you claim to apply), unless expressly agreed in writing by A1 Supa Skips Ltd with the permission of its Director.

2.2 Each order or acceptance of a quotation for service and/or goods by you shall be deemed to be an offer, by you, to buy the services and/or goods subject to these terms. No order or acceptance of a quotation by you shall be deemed to be accepted by us until written confirmation of an order is issued by us or verbal communication by A1 Supa Skips Ltd. We shall be entitled to withdraw any quotation at any time (whether or not already accepted by you).

2.3 You acknowledge that you have not relied on any statement or representation made or given on our behalf. Any estimate of size needed, quantity or advice as to the suitability of any goods for a particular purpose is given as guidance only (based on your information) and without any liability on our part. You must satisfy yourself that all services and/or goods ordered are correct.

2.4 Any typographical error or clerical omission in any sale literature, quotation, price list or other document issued by us may be corrected without liability on our part.

2.5 The provider reserves the right to add to, alter or amend or withdrawal any of these terms or conditions without notice.

### 3. Description of Goods

3.1 The quantity and description of the service and/or goods being supplied will be set out by A1 Supa Skips Ltd, either in a written quotation or verbally with A1 Supa Skips Ltd.

3.2 All samples, drawings, descriptive matter, specifications and advertising are issued or published for the sole purpose of giving an approximate idea of the described goods. They shall not form part of the contract and this is not a sale by sample.

3.3 Each order shall be considered as a separate order and we are unable to guarantee that further orders for the same service and/or goods will match a previous order.

3.4 Where special or specific tolerances are required from the service and/or goods supplied beyond those generally accepted in the building trade, no liability shall be attached to us unless such tolerances are notified in writing to us at the time of order and we have acknowledged in writing that we are prepared to accept such order.

### 4. Delivery and Collection of Goods

- 4.1 Delivery shall only occur once payment for the service and/or goods has been made, unless prior agreement in writing from us. We hold the right not to collect any service and/or goods if payment has not been made.
- 4.2 Any dates and times that we specify for delivery/collection of the service and/or goods is an estimate. We shall not be liable to you if we do not deliver/collect on or at any particular date or time. Time for delivery/collection shall not be made of the essence by notice.
- 4.3 If you fail to accept delivery/collection of your service and/or goods (including any and all skip hires) when they are ready for delivery/collection on the agreed date, or we are unable to provide the service and/or deliver/collect goods because you have not provided appropriate instructions, documents or consents, you shall be liable for wasted journey costs that shall be calculated by us. We reserve the right to keep the full payment made for the service and/or goods.
- 4.4 If delivery/collection is failed due to reasons mention in 4.3 and we have received payment from you for any outstanding costs, including but not limited to any costs relating to a wasted journey, we will attempt to redeliver/collect the goods and/or service on a newly arranged date, organised with you.
- 4.5 We will deliver/collect to site provided that there is a suitable Public Highway to the point where the delivery/collection is requested. If no such road exists, the delivery/collection will be made to the nearest point at which, in the driver's opinion, the vehicle can safely and lawfully unload/load.
- 4.6 If any services or goods have been delivered/collected, whether on the public highway or elsewhere (including private land), you shall be responsible for all steps that need to be taken for the protection of persons or property in relation to such goods (including skips and containers) and shall indemnify us against all costs, claims, losses or expenses which we may incur as a result of such delivery.
- 4.7 If we are instructed by you for the vehicle to leave the public highway, including but not limited to any private land, driveways and private roads, then you shall be responsible for all steps that need to be taken for the protection of persons or property in relation to such delivery and shall indemnify us against all costs, claims, losses or expenses which we may incur as a result of such delivery.
- 4.8 Where the provider or the driver are requested or directed to a site which is off the public highway or where vehicle movements otherwise involves the passage of the vehicle over gratings, drain, roads, pavements, forecourts, yards asphalt areas or any like areas, we shall be under no liability whatsoever to you (the hirer) to any damage howsoever caused whilst the vehicle is off the public highway other than that caused by negligent driving on the part of the driver after the provision of evidence and an internal investigation. You as the hirer shall indemnify us as the provider against any claim or demand which could not have been made had the driver not been so requested or directed and which is not due to any negligence on the part of the driver.
- 4.9 We may charge you an additional fee if you delay in taking the delivery/collection; this will be charged if the driver is on site for more than 20 minutes and is charged at a fee of £30 per 30 Minutes or part thereof.
- 4.10 All wait & load collections provided by us operate under the same charges as that defined in '4.9'
- 4.11 We may deliver/collect goods and/or services in separate instalments. Each instalment is a separate contract with individual tickets relating to each. Cancellation or termination of one instalment shall not automatically entitle you to cancel any other instalments, unless there is written permission from us.

4.12 Any query about delivery/collection shall be made as soon as possible and in within 28 days of when the service and/or goods would have ordinarily been delivered/collected. Otherwise the service and/or goods shall be deemed to have been delivered/collected in accordance with the contract.

4.13 We shall not be responsible for taking back any non-chargeable packaging/pallets.

### 5. Skip Hire Agreements

5.1 We reserve the right to charge you for all costs incurred as a result of a cancellation or variation of the whole or a substantial part of an order, together with loss of profit and all other consequential losses. This is unless we agree to any changes 24 hours before delivery is scheduled.

5.2 You shall ensure that the skip/container is safely loaded for collection, ensuring that it is not overloaded by weight or by volume. No skip/container shall be filled over the top of its side, it is at the driver's discretion as to what is a safe load and we reserve the right to refuse any collection. If a collection is refused it is your responsibility to safely remove the contents from the skip/containers until we or the driver deem it safe. Any delay in the time of collection due to this will be subject to the charges described in 4.9 or a waste journey charge.

5.3 The lighting of fires in or near the skip/container is strictly prohibited. Any fire damage will be subject to the conditions set in 5.4.

5.4 You will be liable for any loss or damage to the skip/container (excluding fair wear or tear, deemed by us or the driver) during the term of the skip hire period, and will be charged the current price of a new skip/container.

5.5 The responsibility for the skip/container remains with you once delivered, until it is collected by us under the terms set in item 4 and 5.2. Any skips that are removed whilst in your control will be charged at full replacement value.

5.6 You as the hirer shall, where so required to do by the driver, direct the driver where to deposit or pick up the skip.

5.7 You as the hirer shall ensure:

5.7.1 You sign a single or multiple consignment transfer note declaring the waste type and that the waste is accurately described when completing the transfer note.

5.7.2 Where the waste type does not conform to the description as specified on the waste transfer note or is different to that as specified at the time the skip was ordered, and then charges will vary accordingly and/or additional charges may be applied.

5.7.3 Where inert waste loads (including but not exclusive to soil, Hardcore, muck) are ordered and they are found to contain other waste types, in particular mixed builders waste materials, thus contaminating the load, the hirer will be charged accordingly for the disposal charges.

5.7.4 Where appropriate waste is only stored in suitable containers (e.g. only wood in wood skips)

5.7.5 No hazardous liquids, explosives, toxic or dangerous materials including, but not limited to fibrous asbestos, solvents, minerals or greases will be placed in the skip without the written consent of the supplier and that the contents of the skip when loaded confirm to the requirements of local and national regulatory authorities.

5.7.6 That no bonded asbestos will be placed, save where the hirer has given to the provider a minimum of seven days' notice of your intentions and gain written agreement from us the provider. As we are a non-hazardous site, no hazardous materials can arrive here; however, we are able to provide a disposal service.

5.7.7 That no fridges, freezers, vehicle tyres, car/commercial vehicle batteries and any other waste types which following changes in legislation from time to time may become classified or difficult waste types, unless prior written agreement from us, these will incur additional charges for disposal.

5.7.8 In some areas other items such as mattresses, tree stumps, electrical items and tarmac can be difficult to dispose of and may incur a surcharge.

5.8 Unless there is prior agreement in writing from us, it is expected that you shall have filled the skip within the 21 day hire term. We hold the right to remove any skip that has been out longer than this term without consent from you the hirer, this may also incur additional charges that will represent the length of time you the hirer have had the skip over the 21 day hire term.

5.9 Ownership of the contents shall pass to us the supplier on collection unless agreed in writing.

5.10 We may arrange the removal or repositioning of the skip if required at any time to do so by a highway authority or constable in uniform under section 140 of the Highway Act 1980. The hirer shall be responsible for the reasonable additional cost thereof on the part of us the provider.

5.11 It is the responsibility of you the hirer's representative on site to keep the hirers copy of the "Proof of Delivery" ticket. Any copies required at a later date may incur an administrative charge.

## 6. Provision of Service

6.1 Where the service is provided by us, our agents or subcontractors, you shall (where necessary) allow us safe and reasonable access to the site within our normal working hours to carry out the service.

6.2 The price quoted for the service assumes that:

6.2.1 The site is ready and suitable for the service to commence at our agreed time

6.2.2 The service is to be carried out within our normal working hours

6.2.3 Suitable site access is available at all times

If any of these assumptions proves incorrect we shall be entitled to vary the price.

6.3 You shall provide a safe environment and all necessary consents, information, and resources for us, our agents and subcontractors to carry out the service.

6.4 Any dates and times we specify for commencement of the service are an estimate. We shall not be responsible if we do not carry out the service on any particular date and time.

## 7. Price and Additional Charge

7.1 Unless we otherwise agree in writing, the price payable for the goods and/or services shall be the price applicable on the date of delivery

7.2 The price for the goods and/or services shall be exclusive of Value Added Tax (VAT), which shall be payable by you at the rate applicable, at the tax point

7.3 We may at any time after acceptance of an order, and potentially after delivery, revise the price payable for the goods and /or services to take account of increases in costs including, without limitation, costs of any good or materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and variation in exchange rate.

7.4 Additional charges may be incurred depending on the location of the services and/or goods transport, these charges will be disclosed when the order is placed.

## 8. Payment and Interest

8.1 For non –account customer all payments will be made when ordering the goods and/or service, unless prior agreement with us, and our discretion, to pay on delivery. No goods and/or

services will be delivered without payment and you may incur a wasted journey charge that will be agreed by us.

8.2 Any account customers, that have been agreed by us after completing an account form, will have to adhere to a strict 28 day payment term from the date of invoice, unless agreed in writing by us. If you default in payment, the entire balance of your account shall be payable immediately.

8.3 Time for payment shall be of the essence. You shall make payments in pounds sterling and in full without any deduction.

8.4 If you fail to pay us any sum due (and whether or not any part of your account is subject to query), we may appropriate any payment made by you to any outstanding costs of good and/or services provided, as we see fit.

8.5 If, for any reason, the payment is not made when due, we reserve the right to be paid on an indemnity basis any costs the provider incurs in recovering any money due under this contract (and the costs of recovering such costs) including our administrative costs and any costs incurred with lawyers of debt collection agencies and court costs. Our administrative costs may include the cost of employing the staff dealing with your account and the overheads attributed to them for their time spent. We reserve the right to charge a minimum contribution of £350 (in addition to the fixed costs of issue) if proceedings are issued and will be claimed towards any costs incurred.

8.6 Credit accounts may only be opened at our discretion and are subject to satisfactory references. We may set a maximum amount of credit allowed upon each account and withdraw credit facilities without explanation. You agree that we may obtain, retain and provide to third parties, reference as to your financial standing. Any changes in the constitution of your organisation must be notified to our head office (section 10) in writing prior to it occurring in order that the credit facilities to the reconstituted organisation may be put in place, subject always to our discretion and our conformation in writing. Until new credit facilities are agreed, the existing entity and the new entity shall be jointly liable for any debt due to us.

## 9. Force Majeure

9.1 We may defer the date of delivery, cancel the contract or alter the size of the skip ordered by you (without liability to you) if we are unable to deliver or supply due to any causes beyond our reasonable control (including the acts or omissions of our suppliers and subcontractors).

## 10. Company Details

10.1 A1 Supa Skips Ltd, Unit 37, Lune Industrial Estate, Lancaster, LA1 5QP

10.2 [sales@thinkpinksips.co.uk](mailto:sales@thinkpinksips.co.uk)

10.3 [www.thinkpinksips.co.uk](http://www.thinkpinksips.co.uk)

10.4 Tel: 01524844151

10.5 Fax: 01524844693

10.6 Carriers License: CBDU182997

10.7 Site License Number: EPR/AP3497CN

10.8 VAT Number: GB 483 1772 30

10.9 Terms & Conditions amended on: 17/06/2019