

Terms & Conditions

A) MAN & VAN RUBBISH CLEARANCE

1. BASIS OF SALE

1. These Terms and Conditions set out the whole agreement between you and us for the supply of our MAN & VAN RUBBISH CLEARANCE SERVICE, to the exclusion of all other terms and conditions.
2. If we provide a quote for clearance then a contract shall be created between us on your acceptance of our quote, whether by telephone, email or online. We reserve the right to vary our quoted price if at the time of the clearance the information you provided to us at the time of quotation was incomplete or inaccurate.

2. PROVISION OF SERVICES

1. Unless prevented by a Force Majeure Event, we will provide our service with reasonable care and skill.
2. We will endeavour to undertake the clearance on the date and at any time agreed but there may be delays due to circumstances beyond our control. In this case, we will inform you and, if necessary, arrange a revised date as soon as reasonably possible. Where we provide you with an estimated time of arrival this should not be construed as offering any form of guarantee as to the time upon which we will attend to perform the clearance.
3. You agree to provide our clearance crews with free and safe access to the premises from where the rubbish is to be removed. You shall notify us of any special circumstances which may be relevant to our quotation, including any access issues, if any items are large or heavy, if the clearance would necessitate working at height, if the rubbish is secured, if there is likely to be a dispute as to whether the rubbish can be cleared, or if we are unable to park free of charge. If you do not notify us of such special circumstances, or provide us with incomplete or inaccurate information or instructions, we may either make an additional charge to cover any extra work or costs that are required or, if we are unable to undertake the clearance, charge a Wasted Journey Fee in accordance with section 4, clause 2 below.
4. You confirm that you have the full authority for us to collect and dispose of the rubbish. You shall indemnify us from and against any cost or expense we suffer or incur from any third party as a result of you not having the authority for us to clear the rubbish.
5. If we detect or suspect there may be any asbestos or other hazardous or dangerous substances or materials on site we may vacate the premises, and will not be responsible for further clearance and disposal. In such event, you shall still be fully liable to pay for our attendance and for any waste already removed. If we need to appoint an expert to remove such materials already loaded onto our vans, we reserve the right to charge you, if at the time of removal we were unaware of any asbestos or other hazardous or dangerous substances or materials contained in any items or materials removed.
6. Any sharp or dangerous objects like knives and broken glass should be separately stored in an appropriate container by you before we arrive for the clearance. Under no

circumstances should sharp objects be stored in bags. This requirement is for the safety of our clearance crews.

3. PRICE AND PAYMENT

1. All prices are subject to VAT.
2. Payment must be made before or at the time of the clearance unless a later payment date has been agreed in advance in writing. In the event payment is not made, any waste collected may be returned to the producer.

3.CANCELLATIONS, WASTED JOURNEYS AND CHARGES

1. If you are contracting as a “consumer”, in accordance with the Consumer Contracts (Information’s, Cancellation and Additional Charges) Regulations 2013, you may cancel your clearance at any time within 14 days of booking provided we have not started to provide the service. To exercise the statutory right of cancellation, you must provide us with written notice.
2. If having arrived at site, we are unable to complete the clearance because of an act or omission by you (eg. we cannot gain access to the waste; or you cancel the service despite the collection size being the same as booked), we will refund you all monies paid less a wasted journey charge of £35 + VAT (‘Wasted Journey Fee’) towards our administrative expenses, fuel and labour spent in attending site.
3. If we are unable to remove any items from the premises because, for example, they are too large to fit through the doorways, we may agree (at our discretion) to try and dismantle the item e.g. remove legs from tables, in order to try and get the item to fit through the doorway. If we are still unable to remove the item from the premises, we shall not be responsible for the reassembly of such an item.
4. Our basic rates include an amount of time (according to the size of the collection) for the collection crew to undertake your clearance once on site. This time allowance is referred to as a Labour Allowance. Where a clearance takes longer than the Labour Allowance, an additional charge for labour may be applied.

5. LIMITATION OF LIABILITY

1. This clause does not exclude or limit in any way our liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
2. Subject to para 5(1), we shall not be liable to you, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract. Our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the price of our services under the contract in question.
3. We cannot guarantee no damage to property will occur during the clearance. You should inspect the working area once our clearance is complete and notify the clearance crew of any damage before they leave the site. Any such damage must also be notified in writing to Nationwide Waste Services within 7 days of completion of the site clearance. We will not accept liability for any damage that is not notified to us within this time.

6. EVENTS OUTSIDE OUR CONTROL

1. We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under these Terms caused by events outside our reasonable control (Force Majeure Event).
2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private telecommunications networks.
3. Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

7. TERMINATION

1. We may terminate the arrangement between us at any time. Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

8. ASSIGNMENT

1. You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

9. NOTICES

1. All notices sent by you to us must be sent to us at Unit 16 Wilkinson Court, Wrexham Ind Est, Wrexham LL13 9AE enquiries@nationwidewasteservices.co.uk . We may give notice to you at either the email or postal address you provide to us at the time of booking. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email that the email was sent to the specified email address of the addressee.

10. DATA PROTECTION

1. We will use the personal information you provide to us in accordance with our Policy

11. GENERAL

1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be

severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

2. If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
3. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
4. These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

B) SKIP HIRE

1. DEFINITIONS

1.1. "Customer" refers to the company or person that has requested the hire of Equipment from Nationwide Waste Services Ltd.

1.2. "Equipment" means a skip or any other item hired through Nationwide Waste Services Ltd.

1.3. "Site" refers to where the Equipment is to be deposited at the request of the Customer.

1.4. "Owner(s)" and "Agent(s)" refers to the company or person that owns the Equipment and who acts for Nationwide Waste Services Ltd as its agent or subcontractor.

1.5. "Vehicle" refers to the Owner's vehicle.

1.6. "Contract" means the contract for the hire of the Equipment.

2. PARTIES

The Parties to this Contract are the Customer and Nationwide Waste Services Ltd.

3. BASIS OF CONTRACT

3.1. Any quotation or estimate given by Nationwide Waste Services Ltd is an indication given in good faith and shall not become binding unless confirmed by Nationwide Waste Services Ltd in writing. Prices quoted are based on information available at the date of quotation and Nationwide Waste Services Ltd reserves the right to vary prices at any time without notice prior to accepting an order from the Customer.

3.2. The Contract made between Nationwide Waste Services Ltd and the Customer incorporates and is subject to these conditions and constitutes the entire agreement between the Parties, superseding all previous agreements or arrangements between the Parties. No variation to these conditions shall be binding unless agreed in writing between Parties prior to the date of the Contract.

3.3. Nationwide Waste Services Ltd reserves the right to make any changes in the specification of the Equipment which are required to conform to any applicable safety or other statutory requirements.

3.4. The term of hire for any Equipment shall be 14 days unless agreed between the parties and shall be inclusive of the day of delivery. Nationwide Waste Services Ltd shall be entitled at its own discretion to leave the skip on site for longer than 14 days and to collect the skip at any time having given the customer notice. Hire for long periods of time may be subject to additional charges of which the Customer shall be made aware as necessary.

3.5. Where the hire of Equipment is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 (as amended), the duration of the hire shall not exceed 3 months. Accordingly, the hire of any Equipment is not covered by the Consumer Credit Act 1974 (as amended).

3.6. Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Any provision which would be void under any consumer protection legislation or other legislation shall, to that extent have no force or effect.

4. EQUIPMENT USE WHILE ON HIRE ON PUBLIC LAND

4.1. If any Equipment delivered by Nationwide Waste Services Ltd or its Agents is to be placed in a location other than on private property the permission of the Highway Authority may be required under Section 139 Highways Act 1980. In such circumstances, the Owner will ordinarily organise the obtaining the permission.

4.2. In the event that the Owner obtains permission under section 139 of the Housing Act 1980, the Owner shall be responsible to ensure that the permission is correct and valid for the duration of the hire of the Equipment.

4.3. The Owner and Customer (as appropriate) will ensure the observation and performance at all times of all the conditions subject to which the aforesaid permission/license is granted and in particular, will ensure that the Equipment is properly lit throughout the hours of darkness.

4.4. The Customer will ensure that at the time of collection there is the space necessary around the Equipment to give the Vehicle sufficient access to effect collection and removal. In the event that it proves impracticable to deliver or collect Equipment because of inadequate access to the Equipment, the Customer shall be liable to pay Nationwide Waste Services Ltd the abortive delivery or collection costs incurred.

5. WARRANTIES GIVEN BY CUSTOMER FOR EQUIPMENT ON HIRE

The Customer warrants:

5.1. That it will take reasonable care of the Equipment, only use it for its proper purpose in a safe and correct manner, notify Nationwide Waste Services Ltd immediately after any loss and/or damage to the Equipment and keep the Equipment at all times in its possession and control.

5.2. Not to light fires in the Equipment nor to burn anything therein, nor to place any corrosive acid or noxious substance nor liquid cement or concrete in the Equipment.

5.3. Not to deposit in the Equipment Restricted Material which shall include (but not limited to) the following: Upholstered Domestic Seating (POPs), Fridges/ Freezers, Mattresses, Tyres, Paint, Cans,

TV's/ Monitors, Asbestos, Clinical/ Medical Waste, Fluorescent Tubes, Solvents, Liquids, Oil, Batteries, Plasterboard, Hazardous/ Toxic Material, Gas Cylinders. Surcharges will apply where any of these items have been deposited without the prior permission of Nationwide Waste Services Ltd or the Owner and the Customer warrants to pay any such surcharges immediately upon demand by Nationwide Waste Services Ltd.

5.4. That:

5.4.1. the waste material to be placed in the Equipment falls within the meaning of prescribed cases under Section 3 of the Control of Pollution Act 1974 (hereinafter referred to as the 1974 Act) and Regulation 4 of the Control of Pollution (Licensing of Waste Disposal) Regulation 1976 (hereinafter referred to as the 1976 regulations) and any subsequent Regulations issued by the Secretary of State for the Environment which are in force on the date of the removal of each loaded container; or

5.4.2. the requisite license has been issued under Section 5 of the 1974 Act; AND that the waste material to be removed or disposed of in the Equipment does not come within the definition of Hazardous Waste contained in the Hazardous Waste (England and Wales) Regulations 2005 and The List of Wastes (England) Regulations 2005.

5.5. That all activities undertaken by the Customer which may be subject to regulation by virtue of any applicable duty of care under Section 34 of The Environmental Protection Act (1990) or otherwise are fully compliant with the legislation and do not detrimentally affect the compliance of Nationwide Waste Services Ltd with the said legislation or in any way render Nationwide Waste Services Ltd liable under Section 33 of the said Act or otherwise liable.

5.6. That it will take adequate and proper measures to protect the Equipment from theft, damage and /or other risks and will return the Equipment in good working order and condition (fair wear and tear excepted).

5.7. That it will not continue to use the Equipment where it has been damaged (other than usual wear and tear of the Equipment) and will notify Nationwide Waste Services Ltd immediately if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person.

5.8. To ensure that the Equipment is not filled above the level of the sides thereof. In the event that Nationwide Waste Services Ltd or its Agent is unable to collect the Equipment owing to overloading of the Equipment, the Customer shall pay to Nationwide Waste Services Ltd any abortive costs of collection incurred by Nationwide Waste Services Ltd.

5.9. That if the Equipment is returned in a damaged, unclean and/or defective state (except where due to fair wear and tear), the Customer shall be liable to pay Nationwide Waste Services Ltd: (i) for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire and (ii) the hire charges until such repairs and/or cleaning have been completed.

5.10. That it will pay to Nationwide Waste Services Ltd the replacement cost on a new for old basis of Equipment which is lost, stolen and/or damaged beyond economic repair while on hire less the amount paid to Nationwide Waste Services Ltd under any policy of insurance taken out in accordance with these conditions. The Customer shall further pay to Nationwide Waste Services Ltd the hire charges for the Equipment until Nationwide Waste Services Ltd has been paid the amount representing the replacement cost of the Equipment.

5.11. That it will notify Nationwide Waste Services Ltd of any change of its address and upon request provide details of the location of the Equipment and permit Nationwide Waste Services Ltd at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated.

6. INDEMNITIES GIVEN BY THE CUSTOMER IN RELATION TO EQUIPMENT ON HIRE

6.1. The Customer agrees that it shall indemnify Nationwide Waste Services Ltd in respect of all losses suffered by Nationwide Waste Services Ltd as a consequence of:

6.1.1. The Customer requiring Nationwide Waste Services Ltd or its subcontractors to use Vehicles to deliver or collect the Equipment off road where damage is caused to the Vehicle, to the Equipment or to property of any third party or of the Customer and including damage to road margins and pavements unless the damage is caused by the negligence of the driver of the Vehicle.

6.1.2. Damage to or loss of the Equipment while on hire to the Customer which shall include damage howsoever caused but excepting fair wear and tear.

6.1.3. All claims for injuries to persons or damage to property arising out of use of the Equipment while on hire.

6.1.4. Any breach of these Conditions by the Customer.

6.2. The Customer shall indemnify Nationwide Waste Services Ltd for any surcharges charged by the Owner as a results of the Customer's use of the Equipment and disposal of waste therein.

7.1 LIMITATION OF LIABILITY OF Nationwide Waste Services Ltd

7.1. If Nationwide Waste Services Ltd is found to be liable in respect of any loss or damage to the Customer's property, the extent of their liability will be limited to the retail cost of replacement of the damaged property.

7.2. The Customer shall give Nationwide Waste Services Ltd a reasonable opportunity to remedy any matter for which Nationwide Waste Services Ltd is liable before the Customer incurs any costs and/or expenses in remedying in the matter itself. If the Customer does not do so, Nationwide Waste Services Ltd shall have no liability to the Customer.

7.3. Nationwide Waste Services Ltd shall have no liability to the Customer if any monies due in respect of the hire of Equipment has not been paid in full by the due date for payment.

7.4. Nationwide Waste Services Ltd shall have no liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against Nationwide Waste Services Ltd.

7.5. Nationwide Waste Services Ltd shall have no liability to the Customer for any consequential losses (including loss of profits and /or damage to goodwill), economic and /or other similar losses, special damages and other direct and indirect losses or for business interruption, loss of business or loss of opportunity.

7.6. Nationwide Waste Services Ltd shall use its reasonable commercial endeavours to ensure the Equipment arrives when the Customer requires delivery. Any approximate times given by Nationwide Waste Services Ltd are estimates only and Nationwide Waste Services Ltd shall not be liable for any delay in delivery of the Equipment howsoever caused. Time for delivery of the Equipment shall not be of the essence. Nationwide Waste Services Ltd shall not, in any event, be

liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Contract if the delay or failure is due to any cause beyond Nationwide Waste Services Ltd's reasonable control.

7.7. Nothing in this Contract shall exclude or limit the liability of Nationwide Waste Services Ltd for death or personal injury due to its negligence or any other liability which it is not permitted to exclude or limit as a matter of law.

8. PRICE AND PAYMENT

8.1. The customer can only pay by credit or debit card. Payment for the Equipment and all applicable delivery charges is in advance, based on the information provided by the Customer. In the event that there are any surcharges (such as overweight/overloaded skip charges, disposal of restricted items, etc.) or wasted journey charges, the Customer shall be liable to pay these fees and Nationwide Waste Services Ltd shall contact the Customer to arrange further payment.

8.2. Any payment made by the Customer shall be deemed conclusive proof of entitlement to payment for the relevant invoice(s) and shall be treated by the Customer as an admission accordingly.

9. CANCELLATION AND REFUND

9.1. You may cancel your order for Equipment by giving us notice at any time before we start incurring any costs.

9.2. If you cancel an order under 9.1 and you have made any payments in advance for equipment that has not been delivered to you, Nationwide Waste Services Ltd shall refund those amounts to you less any card processing fees reasonably incurred.

10. TERMINATION BY NOTICE

10.1. If the period of hire has a fixed duration neither the Customer nor Nationwide Waste Services Ltd shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party. If the period of hire does not have a fixed duration either the Customer (subject to clause 9.1) or Nationwide Waste Services Ltd is entitled to terminate the Contract upon giving to the other party any agreed period of notice (if no period of notice has been agreed, the default notice period shall be 1 working days' notice in writing).

10.2. In the event that the Contract is terminated the Customer shall pay to Nationwide Waste Services Ltd without deduction or set-off any sums outstanding as at the date of termination, or sums which fall due after termination which relate to the hire of the equipment (e.g. additional costs of removal of the Equipment or disposal).

11. RISK AND TITLE TO EQUIPMENT

11.1. Risk in the Equipment will pass immediately to the Customer when they leave the physical possession or control of Nationwide Waste Services Ltd or its Agent. Risk in the Equipment hired will not pass back to Nationwide Waste Services Ltd or its Agent from the Customer until the Equipment is back in the physical possession of Nationwide Waste Services Ltd or its Agent. This shall apply even if Nationwide Waste Services Ltd has agreed to cease charging for the hire of the Equipment.

11.2. Title in the Equipment hired remains at all times with the Owner. The Customer has no right, title or interest in the Equipment except that it is hired to the Customer. The Customer must not

deal with the title or any interest in the Equipment hired. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, exercising a lien and/or lending.

12. GENERAL

12.1. If any term or provision in these conditions shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Conditions but the validity and enforceability of the remainder of these Conditions (amended as necessary) shall not be affected.

12.2. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. 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.

12.3. The Contract shall be governed by the Laws of England and the Customer and Nationwide Waste Services Ltd hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

12.4. In any legal proceedings between Nationwide Waste Services Ltd and the Customer the written confirmation of the duly authorised representative of Nationwide Waste Services Ltd as to date of delivery of the Equipment and the date of its collection by Nationwide Waste Services Ltd or their Agent shall be conclusive evidence of the facts stated therein.