



**WEIGHT AGGREGATES LIMITED**

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## TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 "The Company" means Weight Aggregates Limited.
- 1.2 "The "Customer" means the person, company, public authority, corporation or their representatives whose order for goods or services are accepted by The Company in accordance with these conditions.
- 1.3 "Site" means the delivery or collection point specified by the customer.
- 1.4 "Delivery" means The Company delivering goods onto site.
- 1.5 "Collection" means The Company collecting waste material from site utilising a self loading vehicle or The Customer loading material onto The Company's or Company's Subcontractor's vehicle.

### 2. BASIS OF SALE

- 2.1 These terms and conditions shall apply to all sales of goods or services made by The Company and any variation or additional terms confirmed in writing by the Company's authorised representative.

### 3. QUOTATIONS

- 3.1 Any quotation is an offer which will remain open for written acceptance for 30 days from the date of the quotation.
- 3.2 Quotations are based on all costs applicable at the date of the quotation. Prices are subject to variation to reflect any increase in any applicable costs occurring after the date of quotation.
- 3.3 All prices are subject to VAT at the standard rate.

### 4. DELIVERY/COLLECTIONS

- 4.1 All quoted delivery times are approximate and are subject to change without notice.
- 4.2 The Company will not be held responsible should a delivery or collection be delayed or not delivered or collected on the day desired due to events that are beyond the Company or the Company's Subcontractors control. These events include and are not limited to the following: Fires, Floods, Storms, Natural Disasters, Extreme adverse weather conditions, Breakdown of plant or machinery, Malicious damage, Industrial disputes, Staff illness, Delays or cancellations with third party transport by road, rail, air or sea, failure of energy supplies, acts of god, terrorism, riots, civil commotion, road traffic accidents or delays.
- 4.3 The Customer and/or their representatives are responsible for ensuring that the site is suitable for the type of vehicle ordered safely to manoeuvre.
- 4.4 If the site is deemed unsuitable, hazardous (cause potential harm to the customer, the customer's representatives, driver, public, vehicle or surrounding structures or environment) or has limited space, by the driver, wasted journey charges may be made.
- 4.5 Vehicles are instructed off the public highway by the Customer or the Customer's representatives at the Customer's risk.
- 4.6 No liability will be accepted for any damage caused by a vehicle whilst under the Customer's or their representative's supervision.
- 4.7 15 minutes will be allowed for each delivery or collection. Once 15 minutes has elapsed, waiting time will become payable at the full rate of £65.00 an hour or any part thereof. If any charges made by a subcontractor employed by the Company exceed this amount, the Customer will be notified of the exact cost after delivery/collection or wasted journey has been completed.
- 4.8 The Customer must ensure that the Customer or The Customer's representative is present at the site and the Customer's representative's contact details are made available to the Company so that the Company may liaise with the Customer or The Customer's representative during the delivery or collection procedure. Failure to do so may result in additional charges for waiting time or a wasted journey being applied.
- 4.9 The Customer will accept full liability if the Customer or the Customer's representative is not available at the site, as the Company or driver may seek instruction from other persons at the site to facilitate the delivery /collection, which may not follow the Customer preference.
- 4.10 The Customer must be satisfied that the vehicle supplied is suitable at the time of collection of waste materials.
- 4.11 The Customer shall be responsible for loading waste material onto The Company's or Company's Subcontractors vehicle at site in a safe and proper manner and shall indemnify The Company against any loss, injury, charges or claim incurred by The Company arising from the loading.
- 4.12 The Customer shall not load The Company's or The Company's Subcontractor's vehicle with dangerous, corrosive, harmful, poisonous or toxic substances or materials. The Customer shall indemnify The Company against the costs of safe disposal of any such items collected.
- 4.13 The Customer shall ensure that the Company's or The Company's Subcontractor's vehicle is not overloaded or loaded in a manner that is unsafe.
- 4.14 The Company does not accept liability or charges for late or failed deliveries/collections or materials misplaced on site.
- 4.15 Deliveries are made in standard approximate 20 tonne loads unless otherwise stated or agreed with The Customer. Part loads will be subject to a surcharge.

5. CANCELLATIONS
  - 5.1 If cancellations are made within a reasonable period of notice and incur no charges, The Company will notify the Customer that the order has been cancelled.
  - 5.2 The Customer will be liable for any charges that may be incurred from a cancellation.
6. COMPLAINTS
  - 6.1 Any complaints must be made by telephone or in writing to The Company within 24 hours of delivery/collection.
  - 6.2 Any materials found to be defective or out of specification will be replaced.
  - 6.3 The Company does not accept liability for any associated costs or consequential losses.
7. PAYMENT
  - 7.1 The title of goods will not pass until full payment has been received and acknowledged by The Company.
  - 7.2 Payment is required before or upon receipt of goods or services.
  - 7.3 If payment is not made vehicles may be withdrawn and returned to the point of origin. The Customer will be liable for any additional charges that may be made.
  - 7.4 If The Customer has an account facility agreed with The Company, payment is due 30 days from the end of the month dated on the invoice.
  - 7.5 If the Customer exceeds the credit limit agreed with The Company, The Company reserves the right to suspend the supply of goods and/or services until payment has been made to return the Customer to within the Company's agreed credit limit.
  - 7.6 Overdue payments will be charged at 4% above the Bank of England base rate plus any additional charges incurred in the recovery of the debt.
  - 7.7 The Company reserves the right to withdraw account facilities at any time.
  - 7.8 The Customer shall not withhold payment due to The Company in the event of any dispute with The Company.
  - 7.9 The Company may at its discretion refuse to execute further orders and/or suspend or discontinue deliveries or collections or impose such special payment terms and conditions as The Company deems appropriate.
8. TERMS AND CONDITIONS
  - 8.1 The Company reserves the right to change these Terms and Conditions without notice.