

Terms and Conditions

In the following Terms & Conditions 'Holroyd Skip Hire Limited' is referred to as "the company" and the person to whom any quotation is made is referred to as "the customer".

Conditions: Any variation to the following conditions is inapplicable unless accepted in writing by the company.

Quotations: Any quotation shall be revocable at any time prior to acceptance and if not accepted shall lapse 30 days after the submission date. The acceptance of any quotation by the customer shall include acceptance of the terms & conditions contained therein. Any other conditions shall be void unless a special agreement has been made in writing between the company and the customer. The customer's signature or placing of any order shall be deemed acceptance of these conditions of sale.

Payment and invoices: Net cash within 30 days from date of invoice. The company reserves the right to insist upon payment before delivery if the customer's credit is not satisfactory or if payment of any sum owed by the customer to the company is overdue and the company reserves the right to charge the customer interest at 8% per annum above the base rate of the company's bankers and to withhold further deliveries or to cancel any unexecuted part of any order with the customer. Late payments will affect your credit agreement. If you have any queries regarding an invoice it must be made within 10 days from the date on the invoice.

Price: Prices quoted are exclusive of VAT and are prices ruling at the date of the quotation. The quoted price for the goods may be varied by the company and the customer shall pay any increase in the cost of labour and/or materials and/or fuel in addition to the quoted price. If any quoted price includes collection/delivery it is in respect of collection/delivery on normal working days. All collections/deliveries made at the customer's request at any time outside normal working hours or normal working days may be subject to an additional charge. Bank Holidays will not be deemed as normal working days. In the case of orders given by the customer verbally whether by telephone or otherwise the record made by the company of such order shall be conclusive and binding as to the type and quantity or product involved with the delivery point and the delivery date. Prices are subject to change according to land fill tax and tipping expenses. Excess weigh charges for industrial waste will be applied please confirm weight limited upon order.

Delivery: Collection/Delivery by the company's vehicles shall be made on the nearest good hard road to the site. Should delivery be required at any point off a public road the customer shall be responsible for any damage to the vehicle. Should the company's vehicles be held on site for more the 30 minutes or not have access to the site then the company shall be entitled to charge the customer a fee for waiting time or wasted journey fee. Collections/Deliveries may be wholly or partially suspended in the event of a stoppage, delay or interruption of working the establishment of either the company or customer during the delivery period as a result of the strikes, lock-outs, trade disruptions, breakdowns or accidents or any other cause whatsoever beyond the control of the company or customer respectively. The company shall not be liable for any damage or breakage during or subsequent to unloading by the customer. The customer will indemnify the company in respect of any claim, loss or damage payable by the company as a result of any claim arising out of the unloading of the goods howsoever occasioned. The customer warrants to the company that in the pursuance of the requirement of the Health and safety at Work etc. Act 1974 the customer will provide safe working conditions within the site premises consistent with that Act and will ensure that the company's personnel are not exposed to any risk to their health & safety. The customer hereby agrees to indemnify the company against any loss damage expense or proceedings arising out of any claims of any employee of the company or of its contractor pursuant in the above act or statutory

modification in respect of any incident or occurrence at the point at or on the road or access to which delivery is made. The customer shall not be required to indemnify the company for any claims which arise as a result of the company's or contractor's negligence. The company shall not be liable for loss, damage or otherwise which is caused by the customer or its clients or contractors, site or property where the customer directs the company as to where to place the plant, equipment or goods. Further, the customer undertakes that where in such circumstances loss or damage does occur; they shall not delay payment for goods or services supplied by the company. The customer is responsible for ensuring that all access to the collection/delivery site is free and passable and that any right of way and/or permissions that are necessary for accessing the collection/delivery site are obtained from any/all relevant third parties. The customer will be responsible for any demurrage and/or waiting time caused by any delay incurred due to access being denied or not possible to and from the collection/delivery site. The company shall not be responsible for any personal injury or death caused by the supply of any of its goods or services unless caused by the company's negligence. Any damage caused to skips whilst in the customer's custody possession or control shall be charged for at the company's standard rate. All samples submitted by the company will be from the current production at the time of submission of such samples. Due to the variation in the seams/strata in the company's quarries or sites the material eventually supplied in bulk may not conform to the original sample but the company will supply materials to conform to the relevant British Standard Specification if applicable. Quotations are based on the assumption that the customer will make provision for material to be stockpiled in the event of a breakdown of site/plant machinery or similar occurrence and should stock piling facilities not be provided and loads or part loads have to be returned to the company the transport costs to and from the site and other incidental costs will be payable as an extra by the customer. If the skip loads are over the company's policy weigh limit terms then the customer will be responsible for paying the excess weigh charge. The company will obtain written permission for the relevant Highway Authority for the depositing of all skips hired and will renew such permission for the duration of the hire, as agent for and on behalf of the customer. The customer will pay all costs in relation to any permits required. The company will provide all necessary lighting and cones for the skip, but it is the customer's responsibility to ensure that the lights and cones are in position for the hiring period. If any lights or cones are damaged or stolen the customer must contact the company to ensure adequate protection is maintained during the hire period. In order to prevent excess weight charges and debris falling during transit, the skip must be kept at level loads only. The company reserves the right to collect the skip at any time after the seven day period of hire with out notification to the customer.

Title: Until payment in full has been made the ownership of the skip hired or materials sold shall remain with the company until the customer has paid the price for the skip or materials. Until the date of payment the company shall keep the skip/goods in question as trustee for the customer. If any of the events referred to in paragraphs (i) to (iii) occur the company shall be entitled to recover the skip or any or all the materials in the customers possession to which the company has title hereunder and for that purpose the company. Its servants or agents may with such transport as is necessary enter upon any premises occupied by the customer or to which the company has and where the materials may then be situated. The contents of all skips hired remain the property of the customer until the company is paid in full.

Limitation of Liability Shortage Defects: In any case where it is established to the satisfaction of the company that the skip or materials have been damaged or lost in transit, or less than the full quantity has been delivered the customer will at its own cost rectify or replace the same or make good the shortfall provided that in the case of any shortfall loss or damage the customer and the carrier are notified within 24 hours of delivery or the date on which the delivery was due in the case of total loss save aforesaid the customer will not be liable for such loss or damage in transit. In any case where it is established to the satisfaction of the company that materials supplied by

the company contain at the time of receipt by the customer some defect in quality (not being a defect caused by some act of neglect of the customer or a third party), the company will at its own cost rectify or replace the same or refund to the customer the purchase price of the materials (the choice being at the company's option) provided that the customer notified the company in writing of the same within 24 hours of delivery unless the defect in the materials as apparent upon examination at the time of delivery in which case the company must be notified immediately upon delivery. In all cases the defective skip or materials must be made available for inspection by the company. Save as aforesaid the company will not be liable to the customer for any loss or damage whatsoever suffered as a result of a defect in quality or that the skip or materials are not fit for a particular purpose. Where no person is available to sign, then placement of the order is taken as acceptance of these terms and conditions. Any problems or difficulties must be notified within 24 hours. Save as aforesaid no warrant or representation given either before or after the acceptance by the company of any order from the customer or on behalf of the company including without prejudice to the generality of the foregoing any advice or assistance given whatsoever nature as to the use, application or performance of any materials supplied by the company shall be binding upon the seller unless specifically stated in writing to be incorporated in the order. The customer must not pour wet concrete in to the hired skip, if this happens a fee will be charged for damage to the company's property. No fires are to be lit in the hired skip.

Consequential Loss: Without prejudice to the generality of anything contained elsewhere in these conditions the seller shall not in any event be liable to the customer for any indirect or consequential loss damage or expense.

Insolvency and Breach of Contract: The Company shall have the option to rescind the order or to suspend delivery in the event of the following; should any sum owed to the company be overdue. Should the customer be in breach of any terms of the supply by the company. Should the company compound or enter into any composition or arrangement or have a proposal made for the voluntary arrangement with its creditors; have a petition presented for the appointment of an Administrator or an Administrator be appointed; have a receiver or Manager or Administrative Receiver appointed over all or any part of its assets; have a resolution passed for its Voluntary Winding Up save for the purpose of amalgamation or reconstruction or call a Creditors Meeting for a Voluntary Liquidation or enter Voluntary Liquidation; be in receipt of an unsatisfied Statutory Demand or have a Petition presented for its winding up or be the person removed from the Registrar of Companies.

Cancellation: All quotations are made subject to the availability of services or products and the company reserves the right to cancel in whole or part any order for services or products to the extent that they cease to be available. If a skip or materials are cancelled within 24 hours of delivery the customer will be subject to a cancellation fee.

Rights: The customer shall not assign any of its rights or obligations under any contract to which the Conditions of Sale apply without the prior written consent of the company.