

Business customers and consumers

- i. Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked such.
- ii. All other terms apply to all customers.
- iii. You are classified as a business customer if you indicate to us that the skips supplied by us will be used in the course to your business.
- iv. If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer which are not affected by these terms. Contact your local trading standards office for more information. Words in *italic* type are legal words which clarify, rather than alter, the meaning of the relevant clause.
- v. **Price**
- vi. The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- vii. Our quotations lapse after 30 days (unless otherwise stated).
- viii. The price quoted excludes delivery (unless otherwise stated)
- ix. **Business customers:** unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.
- x. **Business customers:** rates of tax and duties on the skips will be those applying at the time of delivery.
- xi. **Business customers:** at any time before delivery we may adjust the price to reflect any increase in our costs of supplying the skips.
- xii. **Delivery**
- xiii. All delivery times quoted are estimates only.
- xiv. If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract however:
- xv. You may not cancel the skip if we receive your notice after the skip has been dispatched; and
- xvi. If you cancel the skip, you may be liable for a wasted journey charge.
- xvii. If you accept delivery of the skips after the estimated delivery time, it will be on the basis that you have no claim against us for delay. (including *indirect* or consequential loss, or increase in the price of the skips)
- xviii. We only allow 30 minutes for wait and load, for time in excess of this will be charged at £60 per hour.
- xix. **We reserve the right to charge a reasonable sum for delivery of skips.**
- xx. **Delivery and safety**
- xxi. You must ensure that the premises (and access to them) are suitable for our delivery vehicle and safe for our staff.
- xxii. We may abort a delivery or decline to deliver if:
- xxiii. We believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
- xxiv. The premises (or the access to them) are unsuitable for our vehicle.
- xxv. We may charge you for any delay caused to our delivery vehicle and for the cost of any abortive delivery.
- xxvi. Where skips are not unloaded or collected within half an hour of arrival we may also charge you for *demurrage* (unreasonable delay caused to our delivery vehicle at the premises, for example by the presence of other delivery vehicles or shortage of labour to unload)
- xxvii. **Payment terms**
- xxviii. You are to pay us cash on delivery unless you have an approved credit account.
- xxix. **Business customers:** if you have an approved UK business credit account, payment is due on or before the thirtieth day from the invoice date.
- xxx. if you fail to pay us in full on the due date:
- xxxi. we may suspend or cancel future deliveries;
- xxxii. we may cancel any discount offered to you;
- xxxiii. You must pay us interest at the rate set under s.6 of the late payment of Commercial Debts (interest) Act 1998
 - a calculated (on a daily basis) from the date of our invoice until payment
 - b compounded on the first day of each month; and
 - c before and after any judgment (unless a court orders otherwise);
- xxxiv. We may claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
- xxxv. We may recover (under clause 6.9) the cost of taking legal action to make you pay.
- xxxvi. If you have an approved **business** credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment.
- xxxvii. We may take any of those actions in iv. at any time and without notice.
- xxxix. **Business Customers:** you do not have the right to set off any money you may claim from us against anything you may owe us.

- i. **Consumers:** you may only set off money you claim from us against money you owe us after giving full written details of your claim and with our written agreement.
- ii. While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (*a lien*) you are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs and legal costs on full indemnity basis) following any breach by you of any of your obligations under these terms.
- iii. **Consumers:** clause viii means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have legal action we will ask the court to make you pay our legal costs.
- iv. **Title**
- v. **Consumers:** your statutory rights are unaffected.
- vi. **Business customers:** until you pay all debts you may owe us:
- vii. All skips supplied by us remain our property;
- viii. You must store them so that they are clearly identifiable as our property;
- ix. You must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
 - a we revoke that right (by informing you in writing); or
 - b you become insolvent
- x. **Business customers:** you must inform us (in writing) immediately if you become insolvent.
- xi. **Business customers:** we have your permission to enter any premises where the skips may be stored:
 - at any time, to inspect them; and
- xii. Despite our retention of title to the skips, we have the right to take legal proceedings to recover the price of skips supplied should you not pay us by the due date.
- xiii. You are not our agent. You have no authority to make any contract on our behalf or in our name.
- xiv. **Business customers:** we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the skips or their fitness for any purpose.
- xv. if you believe that we have delivered skips which are defective in material or workmanship, you must:
 - inform us (in writing), with full details, as soon as possible; and allow us to investigate.
- xviii. If the skips are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 8.4) in full, we will (at our option) replace the skips or refund the price.
- xix. We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of skips or their use, even if we are negligent.
- xx. Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to one million pounds.
- xxi. For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the skips.
- xxii. Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

Specification

If we prepare the skips in accordance with your specifications or instructions:

- xxiii. You must ensure that the specifications or instructions are accurate; and
- xxiv. You must ensure that skips prepare in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them.
- xxv. We reserve the right to make any changes in the specifications of our skips which are necessary to ensure they conform with any applicable safety or other statutory requirements.
- xxvi. **Business customers:** we also reserve the right to make without notice any minor modifications in our specification designs or materials as we think necessary or desirable.

- i. We may suspend or cancel the order, by written notice if:
- ii. You fail to pay us any money when due (under the order or otherwise);
- iii. You become insolvent;
- iv. You fail to honour your obligations under these terms.
- v. You may not cancel the order unless we agree in writing (and clauses xvi then apply).
- vi. **Waiver and variations**
- vii. Any waiver or variation of these is binding in honour only unless:
- viii. Made (or recorded) in writing;
- ix. Signed on behalf of each party; and
- x. Expressly stating an intention to vary these terms.
- xi. All orders that you place with us will be on these terms (or any that we may issue to replace them) by placing an order with us. You are expressly waiving any printed terms you may have to extend that they are inconsistent with our terms.
- xii. **Force majeure- business customers only**
- xiii. If you are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
- xiv. Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and industrial disputes and difficulty in obtaining supplies.
- xv. **General**
- xvi. English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
- xvii. If you are more than one person, each of you is liable for all of your obligations under these terms (*joint and several liability*)
- xviii. If any of these terms are unenforceable as drafted:
- xix. It will not affect the enforceability of any of these terms; and
- xx. If it would be enforceable if emended, it will be treated as so amended.
- xxi. We may treat you as insolvent if:
- xxii. You are unable to pay your debts as they fall due; or
- xxiii. You (or any item of your property) becomes the subject of:
 - 1. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
 - 2. any application or proposal for any formal insolvency procedure; or
 - 3. any application, procedure or proposal overseas with similar effect or purpose.
- i. **Business customers:** all brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
- ii. **Business customers:** any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the others registered office or principal place of business. All such notices must be signed.
- iii. no contract will create any right enforceable (by virtue of the contracts (rights of third parties) act 1999) by any person not identified as the buyer or seller the only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either:
- iv. contained in our estimate (or any covering letter) and not withdrawn before the contracts is made; or
- v. which expressly state that you may rely on them when entering into the contract.
- vii. Nothing in these terms affects or limits our liability for fraudulent misrepresentation.