

Rainbow skips & recycling Ltd	Terms of trading		
August 2019			
<div>Business customers and consumers</div>			
<div>i. Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked such.</div>			
<div>ii. All other terms apply to all customers.</div>			
<div>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.</div>			
<div>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 <i>italic</i> type are legal words which clarify, rather than alter, the meaning of the relevant clause.</div>			
<div>v. Price</div>			
<div>vi. The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.</div>			
<div>vii. Our quotations lapse after 30 days (unless otherwise stated). viii. The price quoted includes 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.</div>			
<div>x. Business customers: rates of tax and duties on the skips will be those applying at the time of delivery.</div>			
<div>xi. Business customers: at any time before delivery we may adjust the price to reflect any increase in our costs of supplying the skips.</div>			
<div>xiii. 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:</div>			
<div>xv. Any waiting time over 15 minutes will be subject to a set fee of £30</div>			
<div>xvi. You may not cancel the skip if we receive your notice after the skip has been dispatched; and If you cancel the skip, you may be liable for a wasted journey charge or administration fee.</div>			
<div>xviii. 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 <i>indirect</i> or consequential loss, or increase in the price of the skips)</div>			
<div>xix. We only allow 30 minutes for wait and load, for time in excess of this will be charged at £60 per hour.</div>			
<div>xx. Delivery and safety</div>			
<div>xxi. You must ensure that the premises (and access to them) are suitable for our delivery vehicle and safe for our staff.</div>			
<div>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 (see clause xv)</div>			
<div>xxvi. Where skips are not unloaded or collected within half an hour of arrival we may also charge you for <i>demurrage</i> (reasonable 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. Collection</div>			
<div>xxviii. 2t, 3t, 4t Skips are hired for 2 weeks. 6t, 8t, 10t, 12t skips are hired for 4 weeks. You must contact the company to arrange collection, failure to do so, will result in a £1 per day charge if you exceed the original hire period. xxix. Any waiting time over 15 minutes will be subject to a set fee of £30. xxx. Payment terms</div>			
<div>xxxi. You are to pay us by card when booking over the phone or cash on delivery unless you have an approved credit account.</div>			
<div>xxxii. Business customers: if you have an approved UK business credit account, payment is due on or before the thirtieth day from the invoice date. xxxiii. If you fail to pay us in full on the due date: xxxiv. we may suspend or cancel future deliveries;</div>			
<div>xxxv. we may cancel any discount offered to you;</div>			
<div>xxxvi. You must pay us interest at the rate set under s.6 of the late payment of Commercial Debts (interest) Act 1998</div>			
<div>a calculated (on a daily basis) from the date of our invoice until payment</div>			
<div>b compounded on the first day of each month; and</div>			

- 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
- iv. 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:
- v. contained in our estimate (or any covering letter) and not withdrawn before the contracts is made; or
- vi. 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. Viii.
1. Rainbow Skips and Recycling Ltd accepts no liability for damage or claims WHATSOEVER for vehicles delivering or collecting skips off the public highway. This includes, but is not limited to, skips dropped over walls/hedges/fences or driveways that may be unsuitable for HGVs. By ordering a skip from Rainbow Skips and Recycling Ltd, you accept all responsibility and acknowledge that when delivering or collecting skips off the public highway, it is possible that damage can occur to, but not limited to, walls, hedges, fences, trees, road surfaces, or man-covers to the property where the skip is being placed, or adjoining properties.
 2. By ordering a skip from Rainbow Skips and Recycling Ltd, you agree and accept that you wish to proceed with having the skip dropped, as per your instructions, and understand that it is at your request and responsibility.
 3. Your card details will be held securely until the load has been emptied and verified. If the load is overloaded, contaminated or hazardous waste is found in the load, Rainbow Skips and Recycling Ltd will charge your card accordingly.
 4. Terms and Conditions of Hire will accompany the waste transfer note. You, or a representative of yours will be asked to sign the terms and conditions, where possible. Once signed, this form will be kept for a minimum of 6 years.
 5. By ordering a skip from Rainbow Skips and Recycling Ltd, you are accepting the terms and conditions of hire, regardless of whether or not we have the signed terms and conditions of hire.

PLASTERBOARD MUST BE BAGGED SEPARATELY.

WE ONLY ACCEPT A LEVEL LOADED SKIP, we have the right to remove any excess waste and or charge an additional fee.

UNACCEPTABLE ITEMS:

ASBESTOS, MAN-MADE TILES, TYRES, FRIDGES/FRIDGE FREEZERS/FREEZERS, PAINT OR OILS, TREE STUMPS. If any of these items are found you may be charged a sorting fee and you must collect the items within 24 hours.