

# TERMS & CONDITIONS

**1. DEFINITIONS** 1.1 In these terms and conditions, the following definitions are used. This means that where a defined term is used, it's given the exact meaning given to it below. **Charges** means the amount payable by you to us for the provision of the services, as set out in your **Order**.

**Contract** the binding contract relating to the supply of the Services formed between you and us in accordance with clause 4.2; **Equipment** means the equipment we hire to you as part of the Services as set out in your **Order**; **Order** means your **Order** for services which you place with us in accordance with clause 4; **Services** means either skip hire or wheelee bin hire (and associated services) as set out in your **Order**; **Site** means the location to which the Equipment is to be delivered/ the Services delivered and which is set out in your **Order**; **Terms** means these terms and conditions (as we may amend or update them from time to time).

**2. INTRODUCTION** 2.1 These Terms set out the terms on which B&B Skip Hire Ltd trading as either B&B Skips or Radical Waste (we, us and our) supply services to you the customer (you).

2.2 Please read these Terms carefully before placing an order with us. These Terms tell you who we are, how we will provide the Services to you, how you and we may change or end the Contract formed between us, what to do if there is a problem and other important information.

**3. INFORMATION ABOUT US AND HOW TO CONTACT US** 3.1 We are B & B Skip Hire Ltd (trading as either B&B Skips or Radical Waste). We are registered with company number 04626102. Our registered address is at Beccles Business Park, Anson Way Ellough, Beccles, Suffolk NR34 7TL. 3.2 You can contact us using the details set out on our website.

3.3 If we need to contact you we will do so using the contact details you provided when placing your order with us. 3.4 When we use the words writing or written in these Terms, this includes email.

**4. PLACING YOUR ORDER** 4.1 You can place your order with us either: 4.1.1 in person by attending our premises; 4.1.2 by telephoning us using the telephone number of our website; or 4.1.3 online, via our online booking platform. 4.2 Our acceptance of your order will take place when we email you to accept it, at which point a binding Contract will come into existence between you and us. 4.3 In the unlikely event that we are unable to accept your order, we'll email you to let you know. If you paid for your order at the time of placing it, we'll refund you the full amount as soon as we can via the method you used to pay. 4.4 We only supply services in the UK, and you must be 18 years old or over to place an order. By placing an order you are signifying to us that you are 18 years old or over.

**5. CONTRACT TERM - SKIP HIRE** 5.1 For Services which relate to skip hire, the length of hire shall be as set out in your **Order** (Initial Period), the maximum length of hire being 28 days. If on the expiry of the Initial Period we have not collected the skip, you shall have the option to: 5.1.1 allow us to collect the skip at such time as we may choose; or 5.1.2 retain the skip (in which case we will charge you an additional fee of £40 per week). 5.2 Unless otherwise agreed in writing between you and us, the Contract will automatically end at the end of the Initial Period.

**6. CONTRACT TERM - WHEELIE BIN HIRE** 6.1 The Contract shall come into effect on the date we accept your **Order** (Commencement Date) and initially shall continue for a period of three months (Initial Term) and shall automatically extend for three months (Extended Term) at the end of the Initial Term and at the end of each Extended Term. You can terminate this agreement at the end of the Initial Term or the relevant Extended Term by giving not less than one month's written notice, expiring at the end of the Initial Term or relevant Extended Term. 6.2 On the first anniversary of the Commencement Date, unless terminated in accordance with clause 6.1, the term of the agreement shall automatically extend for 12 months (Annual Term) and shall automatically extend for 12 months (Extended Annual Term) at the end of the Annual Term and the end of each Extended Annual Term. You can terminate this agreement at the end of Annual Term or the relevant Extended Term by giving not less than three months' written notice, expiring at the end of the Annual Term or relevant Extended Annual Term. 6.3 Notwithstanding the provisions of clause 6.1 and 6.2, you may terminate the Contract by giving us written notice and paying to us an amount equal to the total Charges due until the end of the relevant Initial Term, Extended Term, Annual Term or Extended Annual Term (as applicable) (Cancellation Fee). 6.4 You acknowledge and agree that the Cancellation Fee is fair and reasonable and you and we agree that it represents a genuine pre-estimate of the losses we will suffer as a result of your cancellation.

**7. PROVIDING THE SERVICES** 7.1 If the Services include the hire of Equipment, we will deliver the Equipment and start providing the Services to you on the date stated in your **Order**. 7.2 If the Services do not include the hire of Equipment, we will start providing the Services to you on the date stated in your **Order**.

**8. YOUR OBLIGATIONS** 8.1 You agree that you shall: 8.1.1 co-operate as (including our employees or anyone else acting on our behalf) at all times; 8.1.2 provide us (including our employees or anyone else acting on our behalf) access to the Site as we may require to provide the Services; 8.1.3 ensure that the Site is accessible by an HGV, including that access is free from low hanging wires, tree branches etc. (and if you have any questions about this, please contact us); 8.1.4 ensure that the Site is suitable for the provision of the Services, including ensuring that any non-public highway used for access to the Site is suitable for use by an HGV (again, if you have any questions about this, please contact us); 8.1.5 inform us of any health and safety requirements that apply at the Site; 8.1.6 obtain all necessary licences and consents, and comply with all relevant legislation (and if you have any questions about this, you will need to speak to your local council); 8.1.7 not light fires in the Equipment; and 8.1.8 not overload the Equipment or dispose of non-permitted waste in it (details of non-permitted materials can be found on our website <https://radicalwaste.co.uk/what-can-i-put-in-my-skip/>). 8.2 Where Equipment is not being placed on private property, you agree that: 8.2.1 you have sought the required permission from the Highways Authority and that such permission will remain in place for the period of hire, including any extension to it (if you have any questions about this, you will need to speak to your local council, although we will provide you with reasonable assistance in obtaining the correct permission at your cost); 8.2.2 if we have not assisted you in obtaining the correct permissions (as referred to in clause 8.2.1), you must provide us with a copy of the permission received on request; 8.2.3 if the permit expires, or is about to expire and is not extended, we will remove the Equipment before such expiry (with or without notice to you); 8.2.4 you will not move the Equipment from where we put it (or allow anyone else to move the Equipment) without our prior written consent; and 8.2.5 you will ensure that the marker cones and yellow lights on the Equipment remain in place at all times (in compliance with the Highways Act 1980) if the Equipment is sited on a public highway (including grass verges and footpaths or pavements) or anywhere else where damage to property or injury to third parties could occur. 8.3 You agree that, provided we have acted with reasonable care and skill, we shall not be liable to you for any property damage which may be caused: 8.3.1 by delivering or removing the Equipment from your property; or 8.3.2 in accordance with your instructions, coming off a public highway against our advice. 8.4 You must not make any payment in excess of the Charges to any of our employees or contractors under any circumstances without prior approval. You must notify us as soon as you can if one of our employees or agents asks you to make any payment in excess of the Charges. 8.5 Further, you: 8.5.1 warrant and represent that your description of the waste you will be disposing of is true, accurate and complete at the time of placing your **Order**; 8.5.2 will allow us to take samples of any waste at the Site if we, acting in our sole discretion, consider it necessary in order to verify the nature of the waste you are disposing of; 8.5.3 warrant and represent that the waste to be placed in the Equipment is not prohibited under: section 3 of the Control of Pollution Act 1974; the Collection and Disposal of Waste Regulations 1988; the Environmental Protection Act 1990, the Environment Act 1995 or under any supplementary environmental regulations issued by the Secretary of State for the Environment which are in force on the date of the removal of the Equipment from the Site; 8.5.4 warrant and represent that none of the waste disposed of in the Equipment falls within the definition of "special waste" contained in the Special Waste Regulations 1990; and 8.5.5 ensure that the Equipment is not loaded so that: (i) the contents fall on to the public highway (at rest or in transit); (ii) dust will escape while loading or in transit; and (iii) it contains any flammable, explosive, noxious, corrosive and/or dangerous material (including any such material or objects which are not dangerous but may become dangerous or a nuisance as a result of the loading). 8.6 We reserve the right to refuse to collect any material we considers (in our absolute discretion) to be in breach of the terms of clause 8.5.3 to 8.5.5 (inclusive), or which is toxic, poisonous, explosive, inflammable or otherwise dangerous (including asbestos, LPG bottles, tyres, fridge freezers, liquids, fluorescent tubes, or anything that may cause an environmental hazard, human and/or animal waste or food waste). We are able to dispose of this type of waste but, but only subject to prior agreement.

**9. OUR OBLIGATIONS** 9.1 We shall use our reasonable endeavours to meet the dates for delivery of the Equipment and any agreed collection dates (but for the avoidance of doubt, time for delivery and collection shall not be of the essence). 9.2 We and any of our employees and/or contractors shall use reasonable endeavours to comply with all health and safety rules and regulations and any other reasonable security requirements that apply the Site, provided that you have notified us of such requirements in advance and they are compliant with all applicable rules and regulations.

**10. THE EQUIPMENT** 10.1 Ownership of the material you dispose of in the Equipment shall pass to us when we collect the Equipment (unless otherwise agreed in writing). 10.2 You acknowledge that the Equipment remains our property at all times and you shall have no right of ownership in it at any time. 10.3 You shall be responsible for the safe keeping of the Equipment from the point at which we deliver it to you. You shall notify us as soon as you can if the Equipment is lost, stolen or damaged whilst at the Site. 10.4 If the Equipment is lost, stolen or damaged whilst at the Site, you shall be responsible for our reasonable costs incurred in repairing or replacing the Equipment. 10.5 You acknowledge and accept the dimensions of the Equipment as shown on our website are approximate and that the exact dimensions of the Equipment we deliver to you may be slightly different.

**11. REGISTRATION AND ACCOUNT INFORMATION** 11.1 You can register to use the Services. In order to register for an account you must meet our minimum requirements (which include two references and a credit search) and provide personal information, including financial information to set up your account (Registered Account). You agree to provide true, accurate and current information. You are not obliged to provide us with any optional information requested. As a Registered Account holder, you must keep your login details confidential and you remain responsible for all activities that occur on

your Registered Account. Should you become aware of, or suspect any, unauthorised use of your Registered Account, you must notify us as soon as you can. 11.2 There is no charge to create a Registered Account. We reserve the right to withdraw your Registered Account if it is not used for a prolonged period of time (acting in our absolute discretion).

**12. CHARGES AND PAYMENT - SKIP HIRE SERVICES** 12.1 If you have a Registered Account: 12.1.1 we will invoice you the Charges after you have placed your **Order**; 12.1.2 you must pay our invoice within 30 days of the date of the invoice (or in accordance with any credit terms that we may have agreed to); and 12.1.3 all payments are to be in cleared funds to the bank account we nominate in writing. 12.2 Time for payment shall be of the essence of the Contract. 12.3 If you do not have a Registered Account, you will be required to pay the Charges before we can accept your order.

## 13. CHARGE AND PAYMENT - WHEELIE BIN SERVICES

13.1 Wheelie bin services are only available to Registered Account holders. 13.2 We will invoice you the Charges quarterly in advance by direct debit, notice of direct debit will be made 28 days prior to this.

**14. CHARGES AND PAYMENT - GENERAL** 14.1 All Charges are exclusive of VAT which you shall additionally be liable to pay to us at the prevailing rate subject to receipt of a valid VAT invoice. 14.2 If you fail to make any payment due to us under the Contract by the due date then, without limiting our other remedies under the Contract, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 5% above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. 14.3 We reserve the right to increase the Charges on no less than one month's written notice to you, provided that such increase is a result of a change in: wages; disposal costs; cost of materials; fuel costs; the cost of the Equipment or because of changes we are required to make in compliance with applicable law.

**15. ENDING THE CONTRACT** 15.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if: 15.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) business days of that party being notified in writing to do so; 15.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntary or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; 15.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or 15.2 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to you if: 15.2.1 you fail to pay any amount due under the Contract on the due date for payment; or 15.2.2 there is a change of control (control being as defined in section 1124 of the Corporation Tax Act 2010) in respect of you. 15.3 Without affecting any other right or remedy available to us, we may suspend the supply of Services under the Contract or any other Contract between you and us if you fail to pay any amount due under the Contract on the due date for payment; you become subject to any of the events listed in clause 15.1.2 or clause 15.1.3, or we reasonably believe that you are about to become subject them.

**16. CONSEQUENCES OF TERMINATION** 16.1 On termination of the Contract: 16.1.1 you shall immediately pay us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; 16.1.2 if terminated by you pursuant to 6.3, pay us the Cancellation Fee; and 16.1.3 if applicable, you shall make all Equipment available for us to collect and until such time as we do collect it, you shall be solely responsible for its safe keeping and will not use it for any purpose. 16.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. 16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

**17. INDEMNITY** 17.1 You will indemnify us against: 17.1.1 all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that we do or will suffer or incur; and 17.1.2 all claims and or proceedings made or brought or threatened against us by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses that we do or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings.

17.1.3 In each case arising out of or in connection with: 17.1.3 any damage to the Equipment whilst at the Site (other than in respect of fair wear and tear); 17.1.4 any claim for injuries to persons or property arising out of the use of the Equipment whilst at the Site; 17.1.5 any Equipment stolen or lost whilst at the Site; or 17.1.6 any breach of these Terms.

**18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU** 18.1 References to liability in this clause 18 include every kind of liability arising under or in connection with the Contract, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. 18.2 Nothing in the Contract shall limit or exclude any liability for: 18.2.1 death or personal injury caused by negligence; 18.2.2 fraud or fraudulent misrepresentation; 18.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and/or 18.2.4 any other liability which cannot be limited or excluded by applicable law. 18.3 Nothing in the Contract shall limit or exclude: 18.3.1 your payment obligations under the Contract; 18.3.2 losses arising from your deliberate default or contract abandonment; and/or 18.3.3 any liability for loss arising from the indemnity provisions under clause 17. 18.4 Subject to clause 18.2 and 18.3, our total liability to you: 18.4.1 for damage to property caused by the negligence of our employees and agents in connection with the Contract shall not exceed £50,000 for any one event or series of connected events; and 18.4.2 for all other loss or damage, shall not exceed 100% of the Charges paid or payable under the Contract. 18.5 Subject to clause 18.2 and 18.3, we shall not be liable for: 18.5.1 loss of profits; 18.5.2 loss of sales or business; 18.5.3 loss of agreements or contracts; 18.5.4 loss of anticipated savings; 18.5.5 loss of or damage to goodwill; and/or 18.5.6 any indirect or consequential loss. 18.6 Subject to clause 18.4, the losses for which we assume responsibility and which shall be recoverable are: 18.6.1 reasonable additional costs of procuring and implementing replacements for, or alternatives to Services not provided in accordance with the Contract; 18.6.2 sums paid by you to us pursuant to the Contract in respect of any Services not provided in accordance with the Contract; 18.6.3 losses incurred by you arising out of or in connection with any third party claim against you which has been caused by the act or omission of us (for these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors our personnel, regulators and your customers). 18.7 Clause 18.5 shall not apply to losses arising from the indemnity provisions under clause 17. 18.8 Nothing in this clause shall restrict or limit your general obligation at law to mitigate a loss or liability that you may suffer or incur under the Contract.

**19. FORCE MAJEURE** 19.1 Force Majeure Event means any circumstance not within a party's reasonable control. 19.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. 20. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

**21. EXCLUSION OF TERMS** 21.1 You acknowledge and agree that these Terms apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade custom, practice, or course of dealing.

**22. GENERAL TERMS** 22.1 We may transfer our rights and obligations under the Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract. 22.2 You cannot transfer your rights to someone else in any circumstance. 22.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms. 22.4 Each of the paragraphs of the Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. 22.5 If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your breaking the Contract that that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. 22.6 We may vary these Terms at any time on notice to you. 22.7 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address detailed in the Agreement Details Sheet or sent by email to the address specified in the Agreement Details Sheet. 22.8 Any notice of other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next business day after transmission. 22.9 This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any other method of dispute resolution. 22.10 There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on us. Any condition, warranty or other term concerning the Services which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded. 22.11 The Contract constitutes the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. 22.12 The Contract is governed by English law and you can bring legal proceedings in respect of the Services in the English courts.