

Hoare Construction Group Ltd Trading as SCS Waste

TERMS AND CONDITIONS

Definitions

In these Terms and Conditions: -

“The Customer” shall be accepted to mean the customer and/or hirer of equipment or services from Hoare Construction Group Ltd.

“Duty of Care” means the duty of care under Section 34 of the Environmental Protection Act 1990 which is enforceable under law.

“Equipment” means the equipment and/or containers provided by Hoare Construction Group Ltd. for loading with Waste Material.

“**Excluded Waste**” means any and all waste which does not comply with the waste description stated overleaf and to include asbestos, liquids, tyres, batteries, refrigeration equipment, mattress, gas cylinders, chemicals tree roots and contaminated waste wood (EWC 17 02 04*).

“Waste Materials” means the Customer’s waste material described for collection and disposal by Hoare Construction Group Ltd.

Indemnity

Title to, risk of loss and liability for any Excluded Waste shall remain with the Customer and the Customer shall indemnify and hold harmless Hoare Construction Group Ltd from and against any and all claims, losses, damages, penalties, fines and liabilities resulting from or arising out of the deposit of any Excluded Waste in the collection vehicle, containers and other equipment of Hoare Construction Group Ltd.

Payment terms for account holders, all others strictly C.O.D.

Payment shall be made by the Customer to Hoare Construction Group Ltd. within 30 days from the date of the invoice from Hoare Construction Group Ltd. unless other payment terms have been mutually agreed between the Customer and Hoare Construction Group Ltd and confirmed in writing.

Hoare Construction Group Ltd. may charge and the Customer shall pay interest on all overdue payments due from the Customer hereunder accruing from day to day at the rate of 4% per annum above the base rate from time to time of Barclays. bank.

Damage to Surfaces and Third Party Property

The Customer recognizes that it is difficult for Hoare Construction Group Ltd. to ensure that the Customer’s pavement or driving surface is adequate to bear the weight of Hoare

Construction Group Ltd's vehicles. Therefore, the Customer accepts responsibility for assessing and ensuring such adequacy and obtaining appropriate insurance cover and responsibility for any damage to the Customer's pavement, curbing or other driving surfaces

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resulting from the weight of Hoare Construction Group Ltd vehicles providing services at the Customer's location.

Equipment

The equipment shall remain the property of Hoare Construction Group Ltd at all times. However, the Customer accepts that it has custody and control of the Equipment and shall take reasonable care of it while at the Customer's location, and accepts responsibility for all loss or damage to the Equipment (except for loss or damage resulting from Hoare Construction Group Ltd negligent handling of the Equipment) and for its contents while in its custody and control.

The Customer shall inform Hoare Construction Group Ltd. immediately (be telephone and then confirm in writing) if any Equipment is lost, damaged or defaced in any way. The Customer shall keep all Equipment safely secured or sealed at its cost and expense prior to collection.

The Customer shall not overload (by weight and/or volume), move or alter the Equipment and shall use the Equipment only for its proper and intended purpose.

Containers must not be loaded over the level of the sides thereof.

The Customer shall ensure that any skip, container or other item of Equipment placed in a street, highway or public thoroughfare is adequately lit and coned at all necessary times. The Customer shall indemnify and hold harmless Hoare Construction Group Ltd. from and against any and all claims, damages, suits, penalties, fines, losses and liability for injury or death to persons or loss or damage of property (including by way of example and not limitation, burnt Equipment and damage to third party's property) arising out of the Customer's use, location, operation or possession of the Equipment but not caused by the negligence of Hoare Construction Group Ltd. or its employees.

The Customer hereby gives irrevocable right and license to Hoare Construction Group Ltd. and its designees to enter any premises at any time with or without vehicles and with or without notice for the purpose of accessing and/or removing the Equipment. The Customer shall provide unobstructed and safe access to the Equipment for any collection. If the Equipment is inaccessible so that any pickup cannot be made Hoare Construction Group Ltd. will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access.

Hoare Construction Group Ltd. reserves the right to charge to the Customer any wasted or additional collection costs incurred due to the Customer's failure to provide such access to its equipment.

Responsibility

Except for liability arising out of Hoare Construction Group Ltd.'s negligence or breach by Hoare Construction Group Ltd. of the Duty of Care,
(a) Resulting in death or personal injury; or
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(b) Resulting in damage to property limited to a maximum of £2,000,000 for any one event or series of connected events.

Hoare Construction Group Ltd. shall not be liable to the Customer for any direct or indirect or consequential loss (including without limitation, economic loss or loss of profits or goodwill) or for any damage or expense of any nature whatsoever incurred or suffered by the Customer (whether arising in contract, negligence, tort or otherwise) arising out of or in connection with the provision of any services by Hoare Construction Group Ltd., its employees or agents.

The Customer expressly acknowledge being subject to the Duty of Care and the Customer shall indemnify and hold harmless Hoare Construction Group Ltd. from and against any and all claims, losses, damages, penalties, fines and liabilities resulting from or arising out of the Customer's non-compliance with said Duty of Care.

Other Terms and Conditions

Except as expressly referred to herein, any other terms and conditions and all warranties, terms, conditions and representations express or implied by law are hereby expressly excluded.

Hoare Construction Group Ltd. will always attempt to meet customer requirements, but cannot guarantee delivery or collection at any time or on any given day and will accept no responsibility for failure to deliver or collect their equipment.

If a container or other item of equipment remains at any location for a period in excess of 4 weeks (28 days), then Hoare Construction Group Ltd. reserves the right to levy a hire charge of £10.00 (ten pounds) per week plus V.A.T. or alternatively, to collect the item from that location, though not without prior notification of our intent to do so.

By Setting up this Account with Hoare Construction Group Ltd and the continued use of our credit facilities, you automatically accept all the terms and conditions as set out above.