TERMS AND CONDITIONS

TOTAL WASTE SERVICES LIMITED Company

Registration No: 11143143

Effective Date: September 2025

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions:

"Company", "we", "us", "our" means Total Waste Services Limited

"Customer", "you", "your" means the individual or organisation purchasing our services

"Services" means all services sourced, arranged, or provided by us

"Third Party Suppliers" means independent contractors, operators, and service providers within our network

"Site" means the customer's designated location for service delivery "Service Value" means the total fees charged for the specific service giving rise to any claim

"Fair Wear and Tear" means minor surface marks from normal use, excluding any visible dents, scratches, seal or gasket deterioration, oil leaks, paint damage, or mechanical failure

"Reasonable Notice" means a minimum of 5 working days' written notification

"**Prohibited Waste**" means any waste type listed in Section 5.4, Section 3.5, or Section 4.5 as

applicable

"Waste Rejection" means refusal of waste by any disposal facility, waste transfer station, or licensed waste operator

2. GENERAL TERMS OF SERVICE

- 2.1 These Terms apply to all services sourced, arranged, or provided by Total Waste Services Limited.
- 2.2 By engaging our services, you acknowledge and accept that: We operate as a sourcing and coordination agent/broker, connecting you with qualified

We operate as a sourcing and coordination agent/broker, connecting you with qualified independent contractors and service providers

We do not own any vehicles, equipment, or assets; all services are delivered by Third Party Suppliers

All Third Party Suppliers are independent contractors, not our employees or agents

We verify insurance credentials of network suppliers but do not guarantee supplier performance

Your exclusive remedy for supplier negligence is against the supplier directly

- 2.3 All quotations are valid for 30 days unless otherwise stated in writing. Quotations are based solely on information provided by the customer and are subject to site inspection confirmation.
- 2.4 Services are subject to availability and site accessibility assessment. We reserve the right to decline any service if site conditions are unsafe or access is impossible.
- 2.5 **Statutory Rights:** Nothing in these Terms excludes or limits our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) breach of statutory duty relating to safety; or (d) any liability that cannot be excluded or limited by law. All services are provided with reasonable care and skill in accordance with the Supply of Goods and Services Act 1982.

3. GRAB HIRE SERVICES 3.1 Service Provision

8-wheel rigid and articulated grab lorries sourced from our approved network of independent suppliers

Service includes driver/operator employed by the Third Party Supplier

Standard hire periods: half-day (4 hours), full day (8 hours), or oneoff single load collection Services available subject to vehicle availability and site accessibility

3.2 Customer Responsibilities and Warranties The customer warrants and shall ensure that:

Clear vehicle access is available with minimum 3-metre width suitable for 8-wheel articulated vehicles

All necessary permits for highway and/or pavement loading have been obtained and are valid

The waste is accurately described and contains no prohibited, hazardous, contaminated, or restricted materials

Safe loading area is free from overhead power lines, telecommunications cables, and cables within 5-metre radius

All underground services have been identified through CCTV investigation and clearly marked with visible paint/flags

All drain covers have been removed or clearly marked No telecommunications ducts, gas infrastructure, or buried utilities exist in the loading zone The customer has obtained confirmation from utility companies of all subsurface infrastructure The load does not exceed vehicle weight limits and is safely configured for transport

Safe access for the grab vehicle is maintained throughout service delivery

3.3 Service Limitations

Maximum grab reach is typically 5-7 metres from vehicle position (may be less depending on

ground conditions)

Load weight limits apply as per vehicle specifications provided at quotation

Service explicitly excludes manual loading assistance We are not responsible for limiting vehicle reach to protect specific structures or services Grab operation is at the discretion of the driver based on their assessment of safety

3.4 Waste Rejection and Wasted Journey Charges

If waste is rejected at the disposal facility or licensed waste transfer point due to:

Contamination or Prohibited Waste not disclosed by the customer Waste type inconsistency with the customer's description Unacceptable safety hazards identified by the facility operator Regulatory non-compliance or breach of waste duty of care Hazardous materials or substances not previously declared

The disposal facility's own reasons or operational requirements

The following terms shall apply:

Wasted Journey Charge: The customer must pay 100% of the agreed service fee as a non-

Wasted Journey Charge: The customer must pay 100% of the agreed service fee as a non-refundable wasted journey charge

Immediate Return of Material: The customer must accept immediate return of the rejected waste load to the original site on the same day as rejection notification. The vehicle and haulier cannot wait; the site must be immediately accessible and ready to receive the load. Any delay in accepting return results in additional demurrage/waiting charges at £50 per 15 minutes, charged to the customer

Return Delivery Charges: All return delivery charges (vehicle hire, mileage, haulier time) shall be borne by the customer and invoiced separately at cost plus 15%

Disposal Liability: The customer remains responsible for immediately arranging alternative disposal of the rejected waste at their own cost. We accept no responsibility for waste remaining on the customer's site

Indemnity: The customer indemnifies and holds us harmless against all fines, penalties, regulatory action, third-party claims, haulier liability claims, and disposal facility fines arising from waste misdescription, contamination, or Prohibited Waste

3.5 Prohibited Waste

The following materials are prohibited and must NOT be placed in grab loads. This list is not limited

to:

Asbestos or Asbestos Containing Materials (ACMs) Clinical, medical, or pathological waste Radioactive materials Explosives, firearms, or ammunition

Controlled substances

Sewage or human waste

POPS Waste (Persistent Organic Pollutants)

Liquids or partially liquid waste (paint, oils, solvents, pesticides, fuel)

Gas bottles or pressurised containers

Electrical items (WEEE waste)

Batteries (all types)

Tyres (unless pre-agreed in writing)

Any other waste not declared to us in advance or any material we determine to be hazardous,

restricted, or unsuitable for standard disposal

3.6 **Liability Exclusions** We exclude all liability for:

Damage to underground services, pipes, cables, drains, or subsurface infrastructure not clearly marked by the customer

Damage to surface structures, driveways, or property outside the physical operating zone of the grab arm

Damage caused by items falling from the vehicle if waste was loaded by the customer or a third party

Damage to property caused by the customer's failure to provide accurate location information Claims arising from the customer's inadequate CCTV investigation or failure to mark utilities Any claims relating to pre-existing ground conditions or subsurface obstructions

Access restrictions, narrow access, or difficulties discovered upon arrival

Delays caused by safety concerns identified by the driver Damage caused by overloading or unsafe load configuration by the customer

We accept no liability for any damage to property during grab hire services. All grab vehicles are operated by independent Third Party Suppliers. As a broker, we do not own, operate, or control any vehicles. We are not party to the grab operation itself. All liability for vehicle operation, control, and any resulting damage rests exclusively with the Third Party Supplier operating the grab lorry. Your exclusive remedy for any damage is against the supplier operating the vehicle, not against us.

4. TIPPER HIRE SERVICES 4.1 Service Types

8-wheel rigid and articulated tippers sourced from approved Third Party Suppliers Wait-and-load or scheduled collection services available at different rates Half-day (4 hours), full day (8 hours), or one-off single load collection available Service operator employed by the Third Party Supplier

4.2 Loading Requirements and Customer Responsibilities

Customer is responsible for loading unless an operated service has been specifically requested and paid for

Maximum legal road weights apply under Road Transport Act regulations

Load must be evenly distributed within the tipper body Load must be properly secured and covered to prevent spillage Customer warrants waste is accurately described and contains no Prohibited Waste Customer responsible for ensuring load stability and safety

Overloading penalties or fines are the customer's responsibility

4.3 Waste Transfer and Documentation

All waste transfer documentation shall be provided at collection Duty of care compliance certificates issued for all collections Registered waste carrier documentation available for inspection on request Hazardous waste consignment notes provided where applicable

4.4 Waste Rejection and Wasted Journey Charges

If waste is rejected at the disposal facility or licensed waste transfer point due to:

Contamination or Prohibited Waste not disclosed by the customer Waste type inconsistency with the customer's description Unacceptable safety hazards identified by the facility operator Regulatory non-compliance or breach of waste duty of care Hazardous materials or substances not previously declared

The disposal facility's own reasons or operational requirements The following terms shall apply:

Wasted Journey Charge: The customer must pay 100% of the agreed service fee as a non-refundable wasted journey charge

Immediate Return of Material: The customer must accept immediate return of the rejected waste load to the original site on the same day as rejection notification. The vehicle and haulier cannot

wait; the site must be immediately accessible and ready to receive the load. Any delay in accepting return results in additional demurrage/waiting charges at £50 per 15 minutes,

charged to the customer

Return Delivery Charges: All return delivery charges (vehicle hire, mileage, haulier time) shall be borne by the customer and invoiced separately at cost plus 15%

Disposal Liability: The customer remains responsible for immediately arranging alternative disposal of the rejected waste at their own cost. We accept no responsibility for waste remaining on the customer's site

Indemnity: The customer indemnifies and holds us harmless against all fines, penalties, regulatory action, third-party claims, haulier liability claims, and disposal facility fines arising from waste misdescription, contamination, or Prohibited Waste

4.5 Prohibited Waste

The following materials are prohibited and must NOT be placed in tipper loads. This list is not

limited to:

Asbestos or Asbestos Containing Materials (ACMs) Clinical, medical, or pathological waste Radioactive materials Explosives, firearms, or ammunition

Controlled substances

Sewage or human waste

POPS Waste (Persistent Organic Pollutants)

Flammable liquids or gases (paint, oils, solvents, pesticides, fuel, aerosols)

Gas bottles or pressurised containers

Electrical items (WEEE waste)

Batteries (all types)

Plasterboard (unless specifically designated skip arranged)

Tyres (unless pre-agreed in writing)

Any other waste not declared to us in advance or any material we determine to be hazardous, restricted, or unsuitable for standard disposal

4.6 Liability and Restrictions

Customer liable for all overweight fines or penalties imposed by authorities

No liability for spillages due to improper loading by customer

Driver may refuse to move vehicle if load appears unsafe or unstable

No responsibility for delays caused by weighbridge requirements

Customer responsible for ensuring load is properly secured and covered

Additional charges apply for waiting time beyond agreed period at standard rate

Customer indemnifies us against claims arising from load instability or spillage caused by customer's loading

We accept no liability for any damage to property during tipper hire services. All tipper vehicles are operated by independent Third Party Suppliers. As a broker, we do not own, operate, or control any vehicles. We are not party to the tipper operation itself. All liability for vehicle operation, control, and any resulting damage rests exclusively with the Third Party Supplier operating the tipper lorry. Your exclusive remedy for any damage is against the supplier operating the vehicle, not against us.

5. SKIP HIRE SERVICES 5.1 Skip Sizes and Types

Various sizes available from 4-yard to 40-yard containers Enclosed, open, and specialist skips available as specified Drop-door and rearend loading options provided

Delivery and collection through approved Third Party Suppliers All deliveries and collections are subject to availability

5.2 Hire Period

Standard hire: up to 14 days from delivery date Extended hire available at daily rate specified at quotation Collection within 24-48 hours of request or up to 5 working days for scheduled collection Any skip remaining on site beyond hire period will incur daily storage charges

5.3 Placement Requirements and Customer Responsibilities Customer must arrange and obtain permits for highway placement prior to delivery

Private land placement requires written landowner consent

Safe, level, and accessible ground is required for skip placement

Minimum 3-metre width access required for delivery vehicle

Skip lights and traffic management are the customer's responsibility if required for highway placement

Customer must ensure skip is positioned to prevent damage to underground services

Customer responsible for ensuring no third-party vehicles or barriers obstruct delivery/collection access

If delivery location becomes inaccessible, a wasted journey charge of 100% applies

5.4 Prohibited Waste

The following materials are strictly prohibited and must NOT be placed in skips under any

circumstances. This list is not limited to:

Asbestos or Asbestos Containing Materials (ACMs)

Plasterboard (unless skip specifically designated for plasterboard)

Hazardous waste including batteries, chemicals, solvents, oils, and paints

Tyres (unless pre-agreed in writing with skip explicitly marked)

Electrical items and WEEE waste (fridges, freezers, TVs, computers, etc.)

Liquids of any kind (paint, oils, solvents, fuel, water)

Gas bottles or pressurised containers

Clinical or medical waste

Radioactive materials

Explosives, firearms, or ammunition

Controlled substances

Sewage or human waste

POPS Waste (Persistent Organic Pollutants)

Any other waste not declared to us in advance or any material we determine to be hazardous, restricted, or unsuitable for standard disposal

Any waste where the customer is unsure of classification 5.5 **Customer Responsibilities During Hire**

5.5 Customer Responsibilities During Hire

Prevent all third-party and unauthorised use of the skip Ensure skip is not overloaded above its sides or weight limit Report any damage, vandalism, or unauthorised use within 24 hours Segregate waste types as specified or required by the facility Provide accurate and complete waste description at arrangement Lock or secure the skip when unattended if in public location Ensure skip remains clean and dry (no accumulation of liquids or sediment)

5.6 Waste Rejection and Wasted Journey Charges

If waste in the skip is rejected at the disposal facility or licensed waste transfer point due to:

Contamination or Prohibited Waste not disclosed by the customer Waste type inconsistency with the customer's description Unacceptable safety hazards identified by the facility operator Regulatory non-compliance or breach of waste duty of care Hazardous materials or substances not previously declared

The disposal facility's own reasons or operational requirements The following terms shall apply:

Wasted Journey Charge: The customer must pay 100% of the agreed skip hire fee as a non-refundable wasted journey charge

Immediate Return of Skip: The customer must accept immediate return of the skip with rejected waste inside on the same day as rejection notification. The collection vehicle and driver cannot wait; the site must be immediately accessible and ready to receive the skip. Any delay in accepting return results in additional demurrage/ waiting charges at £50 per 15 minutes, charged to the customer

Site Responsibility: Once returned to site, the skip and its contents remain the customer's responsibility. The customer must immediately arrange alternative disposal or re-sorting at their own cost. We accept no further liability for the skip or waste

Removal and Disposal: The customer bears all costs of removing contaminated waste from the skip, re-sorting, and arranging alternative disposal through a licensed facility

Contamination Processing: If only part of the skip is contaminated, additional processing and

Contamination Processing: If only part of the skip is contaminated, additional processing and tipping fees may be charged by the waste facility (typically £150–£500 per contamination incident), invoiced to the customer

Indemnity: The customer indemnifies and holds us harmless against all fines, penalties, regulatory action, third-party claims, haulier liability claims, and disposal facility fines arising from waste misdescription, contamination, or Prohibited Waste

Repeated Offences: For customers with multiple contamination incidents (2+ rejections), we reserve the right to: (a) refuse future skip hire; (b) require full pre-payment and security deposit on all future orders; (c) impose contamination surcharges of £500 on all future skip hires

5.7 Liability During Hire Period

Customer accepts full responsibility for the skip and its contents during the entire hire period

This includes theft, vandalism, unauthorised use, unauthorised waste deposited by third parties, and fly-tipping

Damage to the skip caused by third parties remains the financial responsibility of the customer The customer must prevent unauthorised access to the skip

No liability is accepted by us for third-party fly-tipping or unauthorised depositing of waste in skips

Replacement costs for lost, stolen, or damaged skips are borne by the customer at full replacement value

5.8 Additional Charges

Overweight charges passed to customer at rates specified by waste facility

Mixed waste contamination charges apply at £150-£500 per incident

Wasted journey charges if skip inaccessible on collection date (100% of hire fee)

Customer liable for any council fines or penalties arising from illegal skip placement or unauthorised waste

No refunds for early collection requests Return hire charge applies if skip must be returned to site due to contamination/rejection

5.9 Liability and Damage - Skip Delivery and Collection We accept no liability for any damage to property during skip hire services. All skip vehicles are

operated by independent Third Party Suppliers. As a broker, we do not own, operate, or control any

vehicles. We are not party to the skip delivery, placement, collection, or return operations. All liability for vehicle operation, control, positioning, and any resulting damage rests exclusively with the Third Party Supplier operating the skip lorry. We do not accept any liability for damage to driveways, footpaths, roads, public highways, private property, vehicles, fences, gates, utilities, or any other structures on public or private land during delivery and collection services. Your exclusive remedy for any damage is against the supplier operating the vehicle, not against us.

6. VEHICLE MOVEMENTS AND DELIVERY LIABILITY 6.1 General Liability Exclusion for All Services

All vehicles used to deliver, collect, and service our provisions are operated by independent Third Party Suppliers. We do not own, operate, or control any vehicles. Therefore, we accept no liability whatsoever for:

Damage caused by any vehicle movement, positioning, manoeuvring, or operation Damage to public highways, roads, and pavements

Damage to private property, driveways, forecourts, or access roads Damage to parked vehicles or vehicles on the property

Damage to fences, gates, walls, or boundary structures
Damage to underground utilities, services, pipes, cables, or ducts
Damage caused by vehicle weight or ground pressure
Spillage or debris from vehicles or loads
Damage to gardens, landscaping, or soft furnishings
Damage to any property or structures during access, delivery, or
collection operations Traffic incidents or accidents involving delivery

Parking or positioning of vehicles

vehicles

Any damage whatsoever caused by third-party vehicle operations

All liability for vehicle operation, control, and any resulting damage rests exclusively with the Third Party Supplier. Your exclusive remedy for any damage is against the supplier operating the vehicle, not against us.

6.2 Refusal of Entry and Access Denial

If any haulier or collection company collects material on our account from a supplier facility and is

refused entry for any reason (including but not limited to: vehicle weight restrictions, safety concerns, documentation issues, facility capacity, vehicle type restrictions, or access restrictions), we accept no liability for:

Any costs incurred by the haulier or collection company Costs of alternative arrangements

Demurrage or waiting time charges

Fuel costs or wasted mileage

Any consequential losses or delays
Any claims made by the haulier or supplier

The customer remains liable for arranging alternative collection or accepting the material through alternative means. Refusal of entry is

not our responsibility and does not entitle the customer to compensation or refund.

6.3 Customer Responsibility for Site Access The customer is responsible for:

Ensuring adequate access for delivery and collection vehicles
Clearing the site of obstacles, parked vehicles, or obstructions
Protecting property adjacent to the service location
Ensuring safe ground conditions and load-bearing capacity
Managing traffic flow and site safety during vehicle movements
Providing accurate information about access routes and site layout

6.4 Third Party Supplier Responsibility

All Third Party Suppliers are solely responsible for:

Safe operation and control of their vehicles Compliance with traffic laws and regulations Insurance for their vehicles and operations Any damage caused by their vehicles or operations

The customer's exclusive remedy for damage caused by vehicle operations is against the Third Party Supplier and their insurance, not against us.

Supplier and their insurance, not against us.

7. PLANT & EQUIPMENT HIRE 7.1 Equipment Types

Excavators (various sizes) sourced from approved Third Party Suppliers Dumpers, rollers, and other construction plant as specified All equipment sourced through certified, insured suppliers only Equipment provided with all mandatory safety features and certifications

7.2 Hire Terms and Conditions

Minimum hire period: 1 day Delivery and collection charges apply as quoted Self-drive equipment requires proof of operator competency (relevant qualifications, CPCS, or equivalent)

For self-drive hire, customer must complete daily inspection checklist

Operated equipment requires 8-hour minimum charge with operator breaks included within hire period

Additional operators available on request at additional cost Fuel is excluded from hire price unless specifically stated in quotation

7.3 Customer Obligations

Customer must conduct daily visual inspections and record findings on checklist provided All defects must be reported immediately to us Equipment must be stored securely when not in use Equipment must be returned in same condition as delivery (fair wear and tear excepted) Customer is liable for all damage, loss, or theft during hire period

Equipment must be operated only in accordance with manufacturer's instructions Customer must comply with all health and safety legislation while operating equipment

7.4 Damage, Loss and Liability

The customer is liable for:

All accidental or malicious damage to the equipment during hire period Punctured tyres and track damage (all types)
Glass breakage and window damage
Hydraulic hose damage from misuse or pinching

Contaminated fuel issues and fuel system damage Transportation damage if equipment self-collected
Oil leaks or fluid loss caused by customer use
Damage to paint, protective coatings, or weatherproofing Full replacement value for theft or total loss

Excess charges apply for damage claims as follows:

Minor damage (repairs under £500): £250 excess Medium damage (repairs £500–£2,000): £500 excess Major damage (repairs over £2,000): £1,000 excess or 20% of repair cost, whichever is greater

7.5 Insurance Requirements

Customer must maintain appropriate damage and liability insurance or pay waiver fee of £50

per day

Insurance proof must be provided before equipment release Full replacement value liability applies for theft or total loss (not subject to excess) Customer's insurance must provide minimum £5 million public liability coverage Customer indemnifies us against third-party claims arising from equipment use

7.6 Breakdown and Replacement

No liability for consequential losses from equipment breakdown Breakdown replacement provided on best endeavours basis only (no guarantee of availability) Lost hire charges apply if equipment damaged through misuse and unavailable for other rentals

Repair costs for damage caused by customer use are not covered by this clause but by Section 7.4

7.7 Return Conditions

Equipment must be returned clean and in good working order Equipment must be returned at agreed time; late returns charged at daily rate

Return fuel level must match collection fuel level (or customer pays for refuelling)

Any damage must be reported within 24 hours of return or customer liable for full repair cost Final inspection report provided within 5 working days

We accept no liability for any damage to property during plant and equipment hire services.

All equipment is supplied by independent Third Party Suppliers. As a broker, we do not own, operate, or control any equipment. We are not party to the equipment operation itself. All liability for equipment operation, control, and any resulting damage rests exclusively with the Third Party Supplier supplying the equipment. Your exclusive remedy for any damage is against the supplier providing the equipment, not against us.

8. SITE CLEARANCE SERVICES 8.1 Service Scope

Full site clearance for construction and demolition projects Vegetation and debris removal Demolition waste management and sorting Site preparation for development

Services provided through approved Third Party Contractors

8.2 Pre-Clearance Requirements and Customer Responsibilities The customer must obtain and provide to us before work commences:

Asbestos survey report (if building pre-2000) or customer confirms none present Confirmation of all utility disconnections or capping Environmental impact assessment (if applicable)
Planning permission and/or demolition consent (where required)

Contaminated land assessment (if known contamination history) Confirmation of any protected species or wildlife considerations

Details of any archaeological sensitivity

8.3 Waste Disposal and Documentation

All waste disposed of at licensed facilities only Waste transfer notes provided for all collections Recycling prioritised where economically viable Hazardous waste documented with appropriate consignment notes

8.4 Contractor Responsibilities and Liability

Contractors responsible for Building Regulations compliance (if applicable)

Contractors responsible for Health and Safety compliance on site Contractors responsible for ensuring no damage to neighbouring properties

We provide supervision and coordination only; contractor performance is their responsibility

8.5 Exclusions and Customer Liability We accept no liability for delays due to:

Undisclosed contamination or hazardous materials on site Archaeological findings requiring professional investigation and reporting Protected species discovery requiring ecological survey and delay Unexpected services or utilities discovered during work Ecological surveys or archaeological assessments required

The customer is liable for costs of:

Specialist contamination removal if not previously declared Asbestos removal if not disclosed in pre-clearance survey Ecological surveys or protected species management if required Utility disconnection, capping, or stranding charges

Japanese knotweed or other invasive species removal (additional charges apply: typically £500–£2,000+)

Unexpected concrete, foundations, or structures below ground (charged at day rate)

Hazardous materials not previously identified (all removal costs borne by customer) Archaeological assessment or investigations (customer liable for specialist contractor fees)

8.6 Additional Charges

Ground settlement post-clearance: not our responsibility; customer must ensure adequate

insurance

Soil testing or contamination assessment: charged separately at cost plus 15% margin

Utility disconnection or capping: passed through at cost

Unexpected finds (archaeological, ecological, hazardous): charged at day rate or specialist contractor rates

8.7 Customer Obligations

Customer must obtain all necessary planning permission, demolition consent, environmental

permits, and regulatory approvals

Customer responsible for notifying neighbours or local authority as required Customer responsible for site security and preventing unauthorised access Customer must indemnify us against claims from neighbours or third parties

9. SITE DEVELOPMENT SERVICES 9.1 Services Available

Groundworks and excavation

Drainage installation and testing Foundation preparation Concrete laying and finishing (external) Security concrete panel fencing installation Targeted repairs and maintenance work

All services provided through certified Third Party Contractors

9.2 Project Specifications and Variations

Work carried out to agreed written specifications only

Work carried out to agreed written specifications only Any variations must be approved in writing before work commences Additional costs apply for variations, unforeseen ground conditions, or design changes Verbal instructions are not binding; written confirmation required

9.3 Ground Conditions and Liability We accept no liability for:

Ground conditions differing from initial expectations or surveys Unexpected rock, running sand, high water table, or unstable ground Damage to unmarked underground services (customer warrants CCTV survey conducted) Design deficiencies in customer specifications or brief

Flooding or water ingress due to inadequate site drainage Settlement or subsidence post-completion (customer responsible for insurance)

The customer is liable for:

Accuracy of site surveys or ground investigation reports provided by customer

Obtaining all necessary planning permissions, Building Regulation approval, and permits

Soil testing or specialist ground investigation (if required, charged separately)

Additional costs from unexpected ground conditions (charged at day rate, typically £150– £250/day)

9.4 Concrete Services For all concrete work:

Concrete strength tested to BS EN 206:2013+A1:2016 where specified

Hairline cracking under 0.3mm is normal and not a defect

Structural cracking, spalling, or significant discolouration may indicate defective workmanship

Weather-dependent service: customer assumes all risk of adverse weather impact

Customer must protect freshly laid concrete from rain, frost, and extreme temperatures during curing

Curing advice provided but customer responsible for curing compliance and protection Concrete must not be sealed, coated, or treated post-installation without our prior written

Concrete must not be sealed, coated, or treated post-installation without our prior written approval

No warranty against natural cracking or discolouration Testing can be arranged at additional cost

Warranty: 12-month defect liability for workmanship only (not materials, design, or specification). Warranty excludes:

Natural cracking under 0.3mm

Material defects (responsibility of concrete supplier) Design defects or customer-specified errors Weather-related damage or improper curing

Claims not notified in writing within 14 days of discovery Remedial work limited to original contract value

9.5 Security Fencing Installation

Wind loading assessed per standard specifications only (typically BS EN 12817)

Foundation depth based on normal ground conditions (customer liable for ground investigation)

No warranty for wind loading beyond standard specification No liability for vandalism, vehicle impact, or deliberate damage Maintenance and repairs (post-12 months) charged separately

9.6 **Drainage Installation**

Installed to Building Regulations or customer specifications (whichever applies) Testing by approved CCTV or pressure test where specified

No liability for existing drainage defects pre-installation

Customer responsible for ensuring adequate gradient and access for maintenance CCTV survey costs additional if required

9.7 Defect Liability and Remedial Work

12-month defect liability period applies for workmanship only Remedial work limited to original contract value

Remedial work limited to original contract value Claims must be notified in writing with photographic evidence within 14 days of discovery Access must be provided for inspection and remedial work

Remedial work undertaken on best endeavours basis; no guarantee of perfection

After 12 months, all repair costs borne by customer Warranty does not cover maintenance, repairs from normal wear, or customer damage

10. ENVIRONMENTAL SERVICES 10.1 Service Types

Spill response coordination (advisory only)
Remediation support and guidance
Environmental compliance assistance
Waste classification and documentation services
All environmental services are advisory and coordination only

10.2 Scope and Limitations

We do not conduct environmental surveys, contamination assessments, or soil testing unless

explicitly contracted separately

We do not provide professional environmental engineering advice; customer must obtain independent professional environmental consultancy

Environmental documentation provided is for information only and does not guarantee regulatory approval or compliance

Customer retains all legal responsibility for environmental compliance, contamination assessment, and regulatory reporting

10.3 Response Times and Emergency Services

Emergency response subject to staff availability (24/7 contact available for existing customers

with emergency cover agreement)

Planned environmental services by appointment only during business hours Response times not guaranteed; best endeavours basis only

Additional specialist contractors may be required at customer's cost

10.4 Emergency Spill Response

For emergency spill response, the customer accepts that:

Response is on best endeavours basis with no guarantee of effectiveness or containment We disclaim liability for the adequacy of containment measures or spillage prevention Response is provided on emergency rates basis with 4-hour minimum charge All disposal costs are borne by the customer

Additional specialist equipment or contractors engaged at customer's cost We disclaim liability for the disposal methods used by specialist contractors

10.5 Customer Responsibilities and Liability The customer acknowledges and accepts that:

Customer retains all legal responsibility for environmental compliance and regulatory reporting

Customer remains liable for all fines, penalties, and regulatory action arising from environmental issues

Customer must obtain independent professional environmental advice before engaging any remediation services

Pre-existing contamination is the customer's responsibility Historical pollution incidents are not our responsibility

Customer must cooperate fully with regulatory authorities and indemnify us against costs of that cooperation

Customer indemnifies us against all environmental fines, penalties, and third-party environmental claims

10.6 Exclusions from Our Responsibility We accept no liability for:

Pre-existing contamination on the site Fines or penalties imposed by regulatory bodies (Environment Agency, Local Authority, etc.) Historical pollution incidents or legacy contamination

Historical pollution incidents or legacy contamination
Third-party environmental claims
Inadequacy of remediation measures undertaken by specialist
contractors Environmental compliance failures (customer remains
responsible) Inaccurate or incomplete environmental documentation

10.7 Producer Responsibility and Appointed Party

The customer acknowledges that we do NOT accept producer responsibility, appointed party status, or environmental compliance appointment under any circumstances. Customer remains solely responsible for all environmental obligations and must engage direct with regulatory authorities.

11. AGGREGATES & MATERIALS SUPPLY 11.1 Products Available

Rock salt (bulk or 1-tonne bags)

Aggregates and construction materials (sand, gravel, recycled aggregate, etc.) All materials sourced from approved suppliers Delivery arranged through Third Party Suppliers

11.2 Delivery Terms and Conditions

Delivery charges based on location, quantity, and vehicle type as quoted Access requirements must be confirmed and verified prior to delivery

Delivery access must be confirmed as safe, level, and accessible (minimum 3-metre width for delivery vehicle)

Returns not accepted once materials are loaded Cancellation charges may apply for returns after loading Materials remain customer's responsibility from delivery completion Customer responsible for all offloading arrangements and equipment No refunds for wrong material ordered

11.3 Material Quality and Liability

Materials are supplied to industry standards but:

Materials are supplied to industry standards but:

No liability for natural variation in aggregate products (size, colour, composition within normal ranges)

No liability for weather damage post-delivery

No liability for incorrect storage or handling by customer

No warranty for suitability for specific applications unless expressly warranted in writing No liability for spillage or contamination from delivery vehicle

Contamination from customer's site not our responsibility

11.4 Shortage Claims

Shortage claims must be made in writing before materials used or within 24 hours of delivery All shortage claims require photographic evidence and signed delivery note comparison Claims made after material use are not accepted

No returns on bulk materials once delivered

11.5 Storage and Care

Customer responsible for adequate storage facilities

Materials must be stored to prevent deterioration, contamination, or loss

Exposure to elements during storage is customer's responsibility

Customer responsible for testing if materials required for specific applications (testing charges are additional)

We accept no liability for any damage to property during aggregates and materials delivery services. All delivery vehicles are operated by independent Third Party Suppliers. As a broker, we do not own, operate, or control any vehicles. We are not party to the delivery operation itself. All liability for vehicle operation, control, and any resulting damage rests exclusively with the Third Party Supplier operating the delivery vehicle. Your exclusive remedy for any damage is against the supplier operating the vehicle, not against us.

12. PRICING AND PAYMENT TERMS 12.1 Pricing Structure

All prices quoted are subject to VAT at the current rate (currently 20%)

All prices quoted are subject to VAT at the current rate (currently 20%)

Quotations are valid for 30 days from issue date Quotations are based on information provided by customer and are subject to site inspection Additional charges apply for:

Out-of-hours service (weekdays before 7am or after 6pm): +£50 per hour (minimum 2 hours)

Weekend service (Saturday): +50% of service charge

Bank holiday service: +100% of service charge

Difficult access sites (narrow access, steep gradients, soft ground): +25–50% uplift

Contaminated waste or hazardous materials disposal: +50–200% depending on contamination level

Rush/same-day service: +£100 booking fee + premium rates apply

12.2 Payment Terms

Account customers (approved credit): Net 30 days from invoice date

New customers or high-value services: Payment in advance or 50% deposit required before service commencement

Credit checks may be conducted for account terms Pro-forma invoices issued on request

12.3 Late Payment

Interest accrues on overdue invoices at 8% per annum above Bank of England base rate from

due date

Additionally, we reserve the right to claim statutory interest and fixed recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998

Late payment may result in: (a) suspension of services; (b) legal proceedings; (c) debt recovery action

All costs of debt recovery, legal proceedings, and collection agencies are recoverable from customer

12.4 **Disputed Invoices**

Customers must notify us in writing of invoice disputes within 7 days of invoice date

Dispute notification must include full details of the disputed items

Undisputed invoice amounts remain due on the normal payment terms during dispute resolution

Payment of undisputed amounts does not waive customer's right to dispute the remainder

12.5 Cancellation Charges

More than 72 hours' notice: No cancellation charge (provided slot can be re-let to another

customer)

48–72 hours' notice: 25% of quoted service price 24–48 hours' notice: 50% of quoted service price

Less than 24 hours' notice: 75% of quoted service price

Same-day cancellation (no notice or no-show): 100% of quoted service price

Cancellation by us: We will rebook customer within 10 working days or issue full credit/refund

12.6 Non-Attendance and Abortive Visits

If site is inaccessible, unsafe, or unsuitable on arrival, a wasted journey charge of 100% of

quoted price applies

If customer is not available and has not cancelled, a wasted journey charge of 100% applies

If access restrictions are discovered on arrival that make service impossible, a wasted journey charge of 50% applies (at our discretion)

13. LIABILITY AND INSURANCE 13.1 Limitation of Liability

Our total aggregate liability arising from these Terms, for any cause whatsoever and in contract, tort (including negligence), or otherwise, shall not exceed the greater of: (a) the Service Value; or (b) the total fees paid or payable by customer in the 12 months preceding the claim.

Our liability is limited to direct loss only and excludes all indirect, consequential, special, incidental, or punitive damages including:

Loss of profits or revenue Business interruption

Loss of data or information

Loss of goodwill or reputational harm

Wasted expenditure

Third-party claims (except where we are liable as primary party)

This limitation applies per incident. For the avoidance of doubt, our liability cap applies to all claims in any 12-month period and shall not be exceeded.

Exception: Nothing in these Terms excludes or limits our liability for:

Death or personal injury caused by our negligence or gross negligence

Fraud or fraudulent misrepresentation by us

Breach of statutory duty relating to health and safety

Any liability that cannot be excluded or limited by law (including Unfair Contract Terms Act 1977)

13.2 Our Insurance

We maintain professional indemnity insurance and public liability insurance

Insurance certificates available on request Insurance does not cover customer negligence or breach of customer's warranty obligations

13.3 Third Party Supplier Liability and Insurance

All services involving Third Party Suppliers are subject to the following:

We are a broker and do not own or operate any vehicles, equipment, or assets used to deliver services

Each Third Party Supplier maintains their own insurance coverage, vehicles, and equipment

We verify that suppliers hold appropriate public liability and professional indemnity insurance (minimum £5 million)

Supplier insurance is verified at network entry and renewal We do not guarantee ongoing compliance with insurance requirements

Suppliers are independent contractors, fully responsible for their own professional conduct, insurance, regulatory compliance, vehicle maintenance, and operator competency

We do not accept liability for supplier actions, omissions, negligence, breaches of duty, or

We do not accept liability for supplier actions, omissions, negligence, breaches of duty, or vehicle/equipment defects

For any claim arising from supplier negligence, defective workmanship, breach of warranty, vehicle defect, equipment failure, or breach of duty, the customer's exclusive remedy is against the supplier directly

The customer must pursue claims against the supplier's professional indemnity insurance and/or their employer's liability insurance

We shall not be liable if a supplier becomes insolvent, uninsured, unable to satisfy a judgment, or ceases trading

We accept no responsibility for directing claims against suppliers or assisting in recovery

The customer indemnifies us against third-party claims, haulier claims, regulatory fines, or any other claims arising from a supplier's negligence, breach, or conduct

13.4 Your Insurance

Where specified in the relevant service section (particularly for Plant & Equipment Hire), the

customer must maintain appropriate insurance or pay our waiver fee. Insurance must:

Provide minimum £5 million public liability coverage Include coverage for hired equipment damage and loss Be maintained throughout the hire period Provide us with certificates of insurance before service commencement

14. HEALTH & SAFETY 14.1 Compliance

All services comply with Health and Safety at Work etc. Act 1974 and relevant regulations Risk assessments available on request Method statements provided where required by law Contractors responsible for Health and Safety compliance on site

14.2 Site Safety Responsibilities

Customer must provide site induction where required Customer must communicate all PPE requirements and hazards

Customer must communicate all PPE requirements and hazards Safe working areas must be maintained and kept clear Customer responsible for site security and prevention of unauthorised access Contractors entitled to refuse work if site conditions are unsafe

14.3 Incident Reporting

All incidents, accidents, near-misses, and injuries must be reported immediately Cooperation required for incident investigation Customer must maintain RIDDOR compliance if applicable Customer must notify relevant authorities (HSE, Local Authority) as required by law

15. WASTE REGULATIONS AND DUTY OF CARE 15.1 Waste Duty of Care

Customer retains primary duty of care for all waste under Environmental Protection Act 1990 Customer responsible for accurate classification and description of all waste Customer warrants that waste descriptions are complete and accurate Hazardous waste must be pre-notified in writing before collection

Customer liable for all costs and penalties arising from incorrect waste description

15.2 Prohibited Waste

The customer must NOT provide us with:

Asbestos or Asbestos Containing Materials (unless specifically contracted for licensed asbestos disposal)

Clinical, medical, or pathological waste Radioactive materials or radioactive waste Explosives, firearms, ammunition, or weapons Controlled substances or drugs

Illegally obtained materials Stolen goods

Materials obtained through criminal activity

Consequences: If customer provides prohibited waste knowingly or recklessly, customer indemnifies us against all criminal prosecution, fines, regulatory action, and third-party claims.

15.3 Waste Documentation and Compliance

Waste transfer notes issued for all collections
Consignment notes issued for hazardous waste
Duty of care documentation retained for 6 years
Customer may request copies of waste transfer notes (issued within 2 working days) Environmental permits and waste facility licenses available for inspection on request Customer responsible for verifying disposal method compliance with their own waste strategy

16. DATA PROTECTION AND PRIVACY 16.1 **Personal Data Processing**

We process personal data (including names, addresses, contact details, and business information) in accordance with UK GDPR and UK Data Protection Act 2018.

16.2 Our Privacy Policy

Our full Privacy Policy is available on request or at totalwasteservicesltd.com. The Privacy Policy

sets out:

What data we collect and why How long we retain data Who we share data with Your data protection rights How to make complaints

16.3 Data Sharing with Third Party Suppliers

Customer data (including site location, contact details, project details, and waste information)

may be shared with Third Party Suppliers This sharing is necessary to deliver services

By engaging our services, customers consent to this data sharing Third Party Suppliers are data processors and must comply with data protection legislation We are responsible for ensuring suppliers have appropriate security measures in place

16.4 Data Retention

Customer data retained for 6 years to comply with waste duty of care and tax requirements Contact us to request deletion of data (subject to legal retention obligations)

Marketing data deleted on request or if customer unsubscribes

16.5 **Customer Rights** Customers have the right to:

Access their personal data (subject access request) Rectify or correct inaccurate data

Request deletion of data (right to be forgotten) Object to direct marketing

Lodge complaints with Information Commissioner's Office (ICO)

Contact us at info@totalwasteservicesltd.com to exercise any of these rights or to unsubscribe from marketing communications.

17. COMPLAINTS AND DISPUTE RESOLUTION 17.1 Complaints Procedure

We take complaints seriously. To lodge a complaint:

Stage 1 – Immediate Action (within 24 hours):

Contact the site supervisor or office immediately if issue occurs during service Verbal feedback allows for immediate remedial action

Stage 2 – Formal Complaint (within 7 days):

Submit written complaint to management with:

Description of issue

Date and service details Photographic evidence (if applicable) Proposed resolution

Send to: info@totalwasteservicesltd.com Written response within 10 working days

Stage 3 – Escalation (within 14 days of Stage 2):

If complaint not resolved, request escalation to director Director review within 5 working days

Final written response within 10 working days

Stage 4 – Mediation:

If complaint unresolved, independent mediation available through agreed mediator Mediation costs shared equally unless mediator determines otherwise

17.2 Dispute Resolution

For disputes that cannot be resolved through complaints procedure:

Good faith negotiation attempted first

Mediation through agreed independent mediator English law governs all agreements and disputes English courts have exclusive jurisdiction

All proceedings conducted in English language

Service of Documents: Any legal proceeding must be served at our registered office address listed in Section 23 below.

17.3 Exclusion of Arbitration

The customer agrees that disputes are resolved through English courts (not arbitration) and waives any right to pursue class action claims.

18. INTELLECTUAL PROPERTY AND MARKETING 18.1 Our Intellectual Property

All quotations, designs, specifications, drawings, and method statements remain our intellectual property

Customer may not reproduce, copy, or use these documents without written permission Customer may not disclose quotations to competitors

18.2 **Project Imagery**

We reserve the right to use photographs or video footage of completed projects for marketing

purposes (website, brochures, social media)

Customers may opt out of this by requesting in writing at time of quotation

Personal data will not be visible in any images unless customer specifically consents We credit customer's business name with images (unless confidentiality agreed)

19. TERMINATION AND SUSPENSION 19.1 Termination by Customer

Either party may terminate services with Reasonable Notice (5 working days in writing) Outstanding invoices remain due after termination

Termination does not affect liability for amounts due or accrued

19.2 Immediate Termination by Us

We may terminate services immediately without notice if:

Customer fails to pay any invoice within 14 days of due date Customer breaches these Terms and fails to remedy within 5 days of written notice Customer becomes insolvent, enters administration, or is wound up

Customer engages in illegal activities or fraud Customer provides false or misleading information Customer becomes abusive or threatens staff Continued service would breach law or regulation

Continued service would breach law or regulation

19.3 Effect of Termination

All outstanding payments remain due immediately Customer liable for any work completed or costs incurred before termination Customer must return all our equipment or documents immediately

Liability exclusions continue to apply post-termination

20. AMENDMENTS AND UPDATES 20.1 Amendment of Terms

We reserve the right to amend these Terms at any time with minimum 30 days' written notice by:

Email to the customer's address on file, or Posted notice on our website

20.2 Effectiveness of Changes

Amendments become effective from the date specified in notice Any service ordered after amendment effective date is deemed acceptance of new terms

If customer objects to amendments, they may cancel pending services without penalty within 14 days

Continued use of services after amendment date constitutes full acceptance of revised terms

20.3 Version Control

Current version date shown at end of document Previous versions available on request For disputes about which version applied, the version in effect at service date applies

21. TERMS APPLYING TO SPECIFIC SERVICES 21.1 SELF-DRIVE PLANT HIRE

Valid operator licence/certification required (CPCS, Heavy Equipment Operator, or equivalent) Security deposit may be required (typically £500–£2,000)

Fuel excluded unless specified in quotation Daily inspection checklist must be completed and returned

Operator responsible for all fuel costs Operator indemnifies us against third-party claims arising from operation

21.2 OPERATED PLANT HIRE

Minimum 8-hour day charge applies
Operator included in hire cost
Operator breaks included within hire period (not additional)
Customer directs work within safe working parameters
Additional operators available on request at additional cost per

operator per day Operator responsible for daily compliance with health and safety requirements

21.3 CONCRETE SERVICES

Weather-dependent service; curing times variable Concrete curing advice provided but customer responsible for compliance

Concrete protection from rain, frost, and temperature extremes is customer's responsibility Testing can be arranged at additional cost (typically £100–£250 per test)

Pump hire available separately from concreting (additional charge applies)

No warranty against weather damage during curing period

21.4 EMERGENCY SERVICES (Spill Response, Emergency Clearance, etc.)

Services provided on best endeavours basis only Premium rates apply (typically 50–100% uplift on standard rates) 4hour minimum charge applies

Payment in advance or card payment required Response time not guaranteed; subject to staff availability No liability for delays in response or availability of specialist equipment

No liability for delays in response or availability of specialist equipment

22. FORCE MAJEURE 22.1 Definition and Scope

Neither party shall be liable for failure or delay in performance of obligations arising from circumstances beyond reasonable control including:

Acts of God (extreme weather, floods, earthquakes) Severe weather conditions (storms, heavy snow, ice) Industrial action, strikes, or labour disputes Government action or regulation

Utility failure (power outages, water interruption)
Pandemics or epidemic (including government lockdowns or restrictions) Road closures, traffic incidents, or transport disruption Fuel shortages or supply chain disruption

22.2 Exclusions from Force Majeure Force majeure does NOT include:

Equipment failure or mechanical breakdown (scheduled maintenance responsibility) Routine vehicle maintenance or servicing Staff sickness or absence (unless pandemic-related) Poor planning or inadequate resource allocation

Negligence or poor workmanship Failure to obtain necessary permits or consents

22.3 Notification and Remedies

If force majeure event occurs, customer notified immediately We will use reasonable endeavours to mitigate impact and continue services

If service cannot be provided, customer entitled to full refund of prepaid fees or rescheduling at no additional cost

No compensation payable for delays or cancellations caused by force majeure

23. CONSUMER PROTECTION NOTICE

If you are a consumer (purchasing for personal use, not business):

These Terms are primarily written for business customers. If you are a consumer, certain statutory consumer protections apply in addition to or instead of these Terms, including:

Consumer Rights Act 2015 (goods and services must be of satisfactory quality, fit for purpose, provided with reasonable care and skill)

Unfair Contract Terms Act 1977 (some terms cannot be excluded if unreasonable) Consumer Contracts Regulations (certain cancellation rights may apply)

For consumer enquiries, contact us at info@totalwasteservicesltd.com and we will provide separate consumer terms where required.

24. CONTACT INFORMATION Total Waste Services Limited

Telephone: 07546215502

Email: info@totalwasteservicesltd.com

Website: totalwasteservicesltd.com

Registered Office: Total Waste Services Limited, 10 Park Plaza,

Battlefield Enterprise Park, Shrewsbury SY1 3AF

Company Registration No: 11143143

Emergency Contact (24/7 for existing customers with emergency cover agreement):

07546215502

25. ACCEPTANCE AND AGREEMENT

By engaging our services, you confirm and accept that:

You have read, understood, and agree to be bound by these Terms and Conditions in full You have the authority to enter into this agreement

All information you have provided is accurate, complete, and not misleading

You will comply with all applicable laws and regulations

You understand and accept all liability limitations and exclusions You warrant you are not acting for prohibited purposes These Terms constitute the entire agreement between us and supersede any prior negotiations, representations, or agreements.

26. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be severed and the remainder of the Terms shall continue in full force and effect. We will replace any severed provision with a legally valid provision that achieves the same economic effect as the severed provision.

27. WAIVER

Our failure to enforce any provision of these Terms does not constitute waiver of that provision or any other provision. Any waiver must be in writing and signed by our director.

28. THIRD PARTY RIGHTS

A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision. For clarity, Third Party Suppliers are not beneficiaries of these Terms.

TOTAL WASTE SERVICES LIMITED Terms and Conditions Last Updated: December 2025

These Terms and Conditions are subject to change. Please check our website regularly for the most current version.