



SUSSEX WASTE MANAGEMENT

TERMS AND CONDITIONS OF BUSINESS

These Conditions apply to all goods and services supplied by, and all materials purchased by, Sussex Waste Management Limited (company number 06758002) ("we", "us", "our"). By placing an order with us, or by delivering material to us, you accept these Conditions.

Section A applies to everything we do. Sections B to F apply to particular services and, where they conflict with Section A, the specific section takes precedence.

SECTION A — GENERAL

A1. The contract

1. Your order is an offer to buy from us or sell to us. A contract comes into existence only when we accept that order, in writing or verbally, or when we begin work on it.
2. Our quotations are valid for **30 days** unless we say otherwise, and are subject to material being available at the time of order.
3. These Conditions apply to the exclusion of any terms you seek to impose, including any printed on your own order or purchase documentation.
4. Descriptions, photographs, samples and figures given in our advertising, website or price lists are indicative only and do not form part of the contract.

A2. Prices

1. All prices are exclusive of VAT, which is charged at the prevailing rate.
2. Prices are held for the period stated on the price list or quotation. Beyond that, they may change.
3. We may apply a **fuel surcharge** as a percentage of the order value where fuel costs require it. Any surcharge in force will be stated on our price list and on your quotation before you order.
4. Where we have quoted for a specific delivery address, that price applies to that address only.

A3. Payment

1. Unless we have agreed a credit account in writing, payment is due **before or on delivery**.
2. Credit accounts are granted at our discretion, following completion of our account application and satisfactory credit and trade references. We may decline an application without giving reasons.
3. Where a credit account is in place, payment terms are **those agreed in writing when the account is opened** — on receipt, 7 days or 30 days. Time for payment is of the essence.
4. We may review, reduce or withdraw a credit limit or account at any time.
5. **Additional charges** — overweight or overloaded containers, undeclared or unauthorised material, extended hire, aborted or wasted journeys, contamination and damage — are invoiced separately with payment due within **7 days**.

6. **Card payments.** Where payment is made by **commercial or business card** we may recover the card processing charge we incur, currently **2%** of the transaction. We will tell you before the payment is taken. Payment by bank transfer avoids this charge.
7. We may charge interest on overdue sums under the Late Payment of Commercial Debts (Interest) Act 1998.
8. We may withhold further deliveries, or suspend an account, while any sum is overdue.
9. You may not withhold or set off any sum against money owed to us.

A4. Title and risk

1. Risk in goods passes to you on delivery, or on completion of loading where you collect.
2. **Title does not pass until we have received payment in full, in cleared funds.**
3. Until title passes, you must keep the goods separately identifiable so far as reasonably practicable, and we may enter any premises where they are held to recover them.

A5. Site access, and damage

1. Our vehicles are large and heavy. Full dimensions, including the overhead height required to tip or lift, are published in our *Vehicle Dimensions & Site Access* sheet and on our website.
2. **It is your responsibility** to satisfy yourself before booking that the route in, the ground, the turning space and the point of discharge or placement are suitable for the vehicle, and that overhead clearance is sufficient.
3. Where you or anyone on your behalf directs our vehicle onto a site, or asks us to tip, place or collect at a particular point, that direction is given **at your risk**.
4. **We do not accept responsibility for damage** to driveways, hard standing, paving, verges, kerbs, drains, manholes, soakaways, septic tanks, private drainage, cabling, overhead services or any other property, arising from our vehicle travelling over or working on the site at your direction.
5. Our drivers may refuse to proceed if they judge the access, ground or overhead clearance unsafe. That judgement is final and is made for the protection of your property as much as our vehicle.
6. Where a vehicle attends and cannot access, turn or discharge, a **wasted journey charge** applies at the rate in **Section G**, and the material remains chargeable.

A6. Delays

1. Delivery and collection times are estimates. Time is not of the essence and we are not liable for delay.
2. **Deliveries, collections and exchanges — 10 minutes on site.** Our vehicles run to a route and the next job is waiting.
3. **Wait-and-load jobs — up to 40 minutes.**
4. Beyond those times, waiting is charged at **£100 per hour**, charged pro rata.

A7. Cancellation

1. **We need at least 24 hours' notice to cancel or change a booking** — for a skip, a metal collection or an aggregate delivery.
2. Where less than 24 hours' notice is given we may charge for any cost or loss we incur.
3. **Once a vehicle has left our yard for your site, the job is chargeable in full** whether or not it is completed, unless the failure is ours.

4. A **wasted journey charge** applies wherever a vehicle attends and cannot deliver, collect, tip or discharge — including where access is blocked, the site is unattended, the load is not ready, or the placement position is unsuitable.

A8. Circumstances outside our control

1. We are not liable for failure or delay caused by anything beyond our reasonable control, including weather, traffic, industrial action, vehicle breakdown, failure of supply, or the acts of any third party.

A9. Complaints and concerns

1. If you are unhappy with anything we have done, please contact us as soon as possible on **01424 222288** or **info@sussex-waste.co.uk**, with your booking or ticket number and details of the problem.
2. Please raise any issue about a delivery, collection, load or charge **within 7 days**, and in the case of material supplied, before it is used (see B4), so that we can look into it while the evidence is still available.
3. We will aim to acknowledge your complaint promptly, look into it, and let you know the outcome.

A10. Our containers on your premises

Applies to skips, wheelie bins, battery boxes and any other container we place with you.

1. All containers remain **our property** at all times, whatever they are used for.
2. You are responsible for the container from the moment it is placed until we collect it, and you must keep it safe, accessible and used only for the material agreed.
3. **You are liable for the cost of repair or replacement** where a container is damaged, burnt, defaced, lost or stolen while in your possession, other than fair wear and tear. Containers are expensive items and we will charge the full cost.
4. We record the number and type of containers issued to you. You must return the same number in the same condition.
5. Where a container is damaged beyond repair, lost or not returned, **you pay the full cost of a replacement** — not a contribution towards one.
6. We may require a refundable deposit before placing a container, which is returned at the end of the hire less the cost of any damage, contamination or outstanding charges.
7. Containers must not be moved, altered, overloaded or lifted by anyone other than us.
8. **Roll-on/roll-off and other high-value containers.** The following applies in addition to the rest of this clause:
 - a. **The replacement value of the container is recorded on the delivery note at the time of placement** and is the sum payable under A10.3 and A10.5 if it is not returned to us. Please check that figure when the container is delivered.
 - b. You must tell us before delivery where the container will be sited and whether the premises are secured, gated or lit. **If those arrangements change during the hire you must tell us.** We may move, remove or re-price the hire where site security materially changes.
 - c. You must take reasonable steps to prevent the container being removed by anyone other than us, including, where practical, siting it so that it cannot be hooked and driven away.

- d. **Theft or attempted theft must be reported to the police immediately and to us within 24 hours, and the crime reference number given to us.** Failing to do so does not reduce your liability under A10.3.
- e. **Insurance.** Public liability insurance does not cover loss of or damage to plant and containers hired in to you; that requires hired-in plant cover. **We may require you to hold hired-in plant cover, or to pay a deposit, before we place a container,** and to produce evidence of that cover on request. Whether we ask for it is at our discretion and depends on the value of the container and the site.
- f. **Where we do not ask for insurance or a deposit, that is not a waiver.** Your liability under A10.3 and A10.5 applies in full whether or not we have asked for anything in advance, and whether or not you are insured.
- g. Where a container is returned to us damaged, or is not returned, **we will tell you in writing, with photographs, and invoice you** under A10.3 or A10.5. Charges are payable within 7 days under A3.5.

9. Security equipment and locks.

- a. **If you want a container locked, you supply your own padlock,** or ask us to hire you one. A hired lock is charged at the rate in **Section G**, remains our property, and must be returned at the end of the hire; a hired lock that is not returned, or is returned damaged, is charged at its replacement cost.
- b. Where a container will be on your premises for a long period, please speak to us so that a suitable lock can be agreed. You may buy a lock outright, in which case it is yours to keep.
- c. **Where a lock is offered and declined, that decision is recorded on the delivery note** and the container is placed on the basis that you accept the risk of it being removed or interfered with by a third party.
- d. Locks reduce risk; they do not eliminate it. Using one does not limit your liability under A10.3 or A10.5 and does not transfer any risk to us.

A11. Visitors to our site

- 1. Anyone entering our site does so **at their own risk** and must comply with our site rules, speed limits, traffic routes, signage and the directions of our staff at all times.
- 2. **High visibility clothing and appropriate personal protective equipment must be worn** at all times outside a vehicle. It is your responsibility to provide it. We may refuse entry, or ask you to leave, where it is not worn.
- 3. Our site is an operational yard with heavy plant and moving vehicles. Children and animals are not permitted. Please remain in your vehicle unless directed otherwise.
- 4. We do not accept responsibility for damage to vehicles, or loss of or damage to property, while on our site, except where caused by our negligence.
- 5. You are responsible for securing and sheeting your load before leaving.
- 6. **Footwear.** Safety footwear must be worn outside a vehicle at all times. Sandals, flip-flops, open-toed footwear and trainers are not permitted anywhere on the operational yard. We will refuse to unload where this is ignored.
- 7. **No smoking, vaping or naked flames anywhere on site,** inside vehicles as well as outside them. Waste piles, fuel and plant are a serious fire risk.

8. **Reversing and manoeuvring is at your own risk.** You are responsible for the safe movement of your vehicle on our site, including reversing, and for using a banksman where one is needed. Directions from our staff are given to help you and do not transfer responsibility to us.
9. **Overhead clearance.** Before raising a tipper body or any part of your vehicle you must satisfy yourself that there is sufficient overhead clearance. We do not accept responsibility for damage to your vehicle, or to our property, arising from a raised body.
10. **Unloading.** You unload your own vehicle. Where our staff or plant assist, they do so at your request and at your risk, and that assistance does not make us responsible for your load, your vehicle, or the manner of unloading.
11. **You are liable for loss or damage you cause on our site,** including to our weighbridge, plant, machinery, vehicles, buildings, containers and stock, whether caused by your vehicle, your load, your equipment or anyone with you. Such charges are invoiced under A3.5.
12. Photography and filming on site are not permitted without our permission. This does not affect our own recording under A13 and A15.
13. We may refuse entry, refuse a load, or require any person or vehicle to leave at any time. **Persistent or serious breach of these rules may result in entry being refused permanently.**
14. We are not liable for delay, queuing or waiting time on our site.

A12. Prohibited items, contamination and fire

Paint, oil, batteries and contaminated loads cause fires and damage machinery and vehicles — please read this clause carefully before you load.

1. Prohibited items must not be placed in any container, tipped at our site or included in any load. These include, without limitation: **batteries of any kind, vapes, mobile phones and other lithium-battery devices**, gas bottles, cylinders and aerosols, sealed vessels, fuel tanks, oils, paints, solvents and chemicals, asbestos, clinical waste, tyres, fridges and other refrigerant-containing equipment, and anything classified as hazardous.
2. **You must tell us accurately what material is going into any container or load.** The price you are given depends on it.
3. Where a load contains material other than that declared, or contains prohibited or hazardous items, we may at our option:
 - refuse the load;
 - accept it, re-grade it and charge the correct rate, together with a **contamination charge at the rates in Section G** and the full cost of removing and disposing of any prohibited items; or
 - **return the material to the premises it came from and discharge it there**, at your cost, including the cost of the return journey.
4. **You are liable for all loss and damage caused by prohibited items you deposit**, including fire or explosion damage to our containers, vehicles, plant, buildings and stock, and any third party loss arising.
5. Loads must be segregated as declared. Where hardcore, soil, plasterboard or POPs-containing material is found in a load declared as something else, we may re-grade and charge the correct rate.
6. **Upholstered domestic seating and other POPs-containing furniture** must be declared separately. It is a legal requirement that this material is kept apart from other waste and sent for incineration, and we cannot accept it hidden in a mixed load.

7. Asbestos, and materials that resemble asbestos.

- a. **Asbestos in any form must never be placed in a container, tipped at our site or included in any load.** It must be removed by a licensed contractor and consigned as hazardous waste.
- b. The following are **not accepted in any container or load, whether or not they actually contain asbestos**: cement board and fibre cement sheet, fibre board, artificial or composite slate, corrugated roofing sheet of any kind, soffit board, flue pipes, cladding, and rainwater goods of board or sheet construction.
- c. **These materials are refused because they cannot be told apart from asbestos cement by looking at them.** Under the Control of Asbestos Regulations 2012 such material must be presumed to contain asbestos unless there is strong evidence that it does not. That judgement cannot be made on a loaded container, and we will not ask our staff to make it.
- d. **Natural stone slate is accepted in a hardcore skip only**, provided it is genuine stone and the load contains no board or sheet material of any kind.
- e. **Any quantity of the above, however small, contaminates the whole load.** We do not remove individual pieces. The load is treated as suspected asbestos in its entirety.
- f. Where such material is found, **our normal course is to return the load to the premises it came from and discharge it there**, at your cost, or to require you to collect it. We are not obliged to accept it.
- g. Where you ask us to dispose of the load instead, we will **quote you the rate before we proceed**. Rates for suspected-asbestos material move with the disposal market and the rate quoted is the one in force at that time. It applies to **the whole load**, not to the offending item alone.
- h. **A handling charge applies in every case**, at the rate in **Section G**, whether or not the material is returned to you. It covers the vehicle, the driver, the time taken to identify, isolate, reload and return the load, and the loss of use of the container.
- i. You must tell us before booking if any of the above may be present. **If you are unsure what a material is, assume it is not accepted and ask us first.**
- j. Nothing in this sub-clause limits your liability under A12.4.

A13. Photographs and records

1. Our drivers and yard staff take photographs of loads, containers, placement positions and site access as a matter of routine.
2. Those photographs, together with our weighbridge tickets and delivery notes, are the records we rely on when applying any charge under these Conditions, and are conclusive in the absence of clear evidence to the contrary.
3. Where you dispute a charge, please raise it with us promptly so the evidence is still available.

A14. Subcontracting

1. We may perform any part of our obligations ourselves or through subcontractors, suppliers or associated companies, without notice to you. Our obligations to you are unaffected.
2. You may not assign or subcontract your obligations without our written consent.

A15. Data protection, CCTV and identification

1. Our site is monitored by CCTV for the safety of people and property, for the prevention and detection of crime, and for evidential purposes in the event of a dispute or incident.

2. We record vehicle and weighbridge data for every transaction, and retain it as our environmental permits and waste duty of care obligations require.
3. Where we buy scrap metal we are required by law to record and retain identification (see Section C), and to make those records available to the police and the licensing authority on request.
4. Our vehicles are fitted with forward-facing and manoeuvring cameras, which record continuously while the vehicle is in use, including on private land and at customer premises. Footage is used for driver safety, training, insurance and the investigation of incidents, damage or complaints, and may be provided to insurers, the police or a court. We handle personal data in accordance with data protection law and our privacy notice, published at sussex-waste.co.uk.

A16. Behaviour towards our people

Zero tolerance. Our staff and drivers are entitled to do their job without being shouted at, threatened or abused.

1. We operate a **zero tolerance approach to abuse of our staff**. Verbal abuse, threats, intimidation, aggression, discriminatory remarks, sexual harassment and physical violence towards any of our employees, drivers, subcontractors or other customers will not be tolerated, whether in person, on site, at your premises, by telephone, by email or on social media.
2. Where this occurs we may, without notice and without liability to you: refuse or abandon a delivery or collection; require any person to leave our site; suspend or terminate your account and any contract between us; and refuse to trade with you in future. Charges already incurred, including abortive journey charges, remain payable.
3. Our drivers are instructed to withdraw from any situation they consider unsafe or abusive and to leave site. **A journey ended for this reason is treated as a wasted journey** and is chargeable at our standard rate.
4. Serious incidents will be reported to the police, and we reserve the right to pursue any other remedy available to us.

A17. Containers with lids, doors or moving parts

If you operate it, you are responsible for it. Lids, drop doors and shutters are the part of a container most likely to injure someone.

1. Some containers we supply are fitted with **lids, drop doors, shutters, locks or other moving parts**. Where such a container is placed at your premises, **you are responsible for its safe operation and for the safety of anyone who uses it** for the whole time it is in your possession.
2. We will provide **written operating instructions and basic safety guidance** before or on delivery. **You must confirm receipt of those instructions in writing**, make them available to everyone who will use the container, and make sure they are followed.
3. **Metal lids and doors are heavy**. Before anyone uses the container, **you must assess the risks to the people who will use it** (as you are required to for your own employees and contractors), make sure they are able to operate it safely, and provide any help or equipment they need.
4. You must ensure that: the container is on firm, level ground before any lid or door is opened; lids and doors are secured in the open or closed position and never left partly open or unsupported; nobody stands beneath, leans into or climbs on or into the container; children and members of the public cannot access it; and it is kept closed and secured when not in use and in high winds.

5. **Do not use force.** If a lid, door or lock is stiff, damaged or will not operate correctly, **stop using it and tell us.** Do not attempt repair, modification or lubrication yourself.
6. You must tell us as soon as you become aware of any damage, defect or malfunction, and immediately of any incident or injury involving the container.
7. Except where liability cannot lawfully be excluded, **we are not liable for injury, loss or damage arising from the operation of a lid, door or other moving part by you, your employees, your contractors or any other person while the container is in your possession**, or from a failure to follow the instructions supplied. You are liable for the cost of repairing damage caused by misuse, forcing or unauthorised modification.

A18. General

1. We may amend these Conditions. The version in force is the one published on our website at the date of your order.
2. **Entire agreement.** These Conditions, together with our quotation or price list, form the whole agreement between us and replace anything said or written beforehand.
3. **Variation.** No change to these Conditions is effective unless we agree it in writing.
4. **Severance.** If any clause is found to be unenforceable, the rest continues to apply.
5. **Waiver.** If we do not enforce a right on one occasion, that does not prevent us enforcing it later.
6. **Notices.** Notices must be in writing and sent to our registered office or by email to info@sussex-waste.co.uk.
7. **Third parties.** Nobody other than you and us has any right to enforce these Conditions.
8. **No partnership.** Nothing here creates a partnership or agency between us.
9. **Governing law.** These Conditions are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction. This applies to every section of this document.

SECTION B — AGGREGATES AND MATERIALS SUPPLIED BY US

B1. Quantity and weight

1. Material is sold by weight. **The weighbridge ticket is conclusive evidence** of the quantity supplied.
2. Loose material settles and compacts. Volume is not a measure of quantity.
3. **You are charged for the weight actually delivered**, as shown on the weighbridge ticket — not for the quantity ordered. A load which is slightly under or over the quantity ordered is not grounds for rejection; the invoice simply reflects what was delivered.
4. Where you need an exact quantity, tell us before ordering and we will advise what is achievable.

B2. Loads and delivery charges

1. Prices quoted per tonne for a full load apply to full loads only.
2. Part loads carry an **undercarriage charge** at the rate stated on our current price list, because a part-loaded vehicle costs the same to run as a full one.
3. Minimum delivered load is **3 tonnes**. Below that, material is available for collection.
4. Delivery charges on smaller loads are charged **per load, not per tonne**.

B3. Specification — please check before you order

1. Materials are supplied to the specification stated on our price list or quotation.
2. **It is your responsibility to satisfy yourself that the material meets your requirements before ordering.** We will provide a sample on request and we would always rather do that than deliver 20 tonnes of the wrong thing.
3. **Recycled and secondary aggregates** are produced from reprocessed construction and demolition arisings. They may contain small quantities of incidental material such as brick, tile, wood or plastic. **This is inherent to the product and is not a defect.** Where a virgin specification is required, order a primary material.
4. Natural and quarried materials vary in colour, grading and composition between loads and are sold subject to that variation.
5. **Recycled IBAA** (incinerator bottom ash aggregate) must be used in accordance with **RPS 325**. It is your responsibility to satisfy yourself that the intended use complies.

B4. No returns

Once material has been tipped, it cannot be returned or exchanged.

1. We do not accept returns of delivered material. Please check the specification, and order a sample, before delivery.
2. If you subsequently want delivered material removed, that is a separate chargeable service at our current grab collection rate.
3. **If we supply the wrong material, we will put it right.** Tell us as soon as you realise and before the material is used, disturbed or mixed. Provided it is still in a single untouched pile and the quantity is intact, we will collect it and deliver what you ordered, at our cost.
4. **Once material has been used, laid, mixed, moved or built into the works, no claim can be considered** — at that point we cannot tell what was delivered.
5. Where the wrong material was ordered rather than wrongly supplied, any collection and redelivery is chargeable. We will always try to help, but the cost of the return journey is yours.

SECTION C — SCRAP METAL PURCHASED BY US

C1. Licensing and identification

1. We operate under a scrap metal dealer's licence issued under the Scrap Metal Dealers Act 2013.
2. **We are required by law to verify the identity of everyone from whom we buy metal.** You must produce photographic identification and proof of address in a form we accept, and we will record and retain those details as the Act requires.
3. We will not buy from anyone who declines to provide identification.

C2. Payment

1. **We cannot pay cash for scrap metal.** This is a legal prohibition, not a company policy. Payment is made by bank transfer or other traceable means only.
2. Payment is made to the person named on the identification provided. We cannot pay a third party.
3. **We pay 3 working days after the metal is weighed in.** Same or next working day payment is available on request for a small handling fee.

4. Payment timings and fees may change; the terms in force are those published at the time you weigh in.

C3. Ownership

1. By delivering metal to us you warrant that you are the lawful owner, or are authorised by the owner to sell it, and that it is free from any charge or claim.
2. You indemnify us against any loss arising from that warranty being untrue.
3. We co-operate fully with the police and will retain and report material where we have reason to believe it may be stolen.

C4. Weight, grading and price

1. Metal is bought by weight on our weighbridge or approved scales. Our weight is conclusive.
2. Grading is determined by us on inspection. Where a load is mixed, contaminated, or contains attachments, we may downgrade it or deduct for contamination.
3. **Scrap prices move with the market** and the price paid is the price in force at the time the material is weighed in, not the time of enquiry or collection.
4. **Deductions.** Any price agreed beforehand assumes the material is as described. Where a load is contaminated, mixed, or contains a lower grade than described — for example iron within a load sold as aluminium — **we will deduct for the contamination and pay the corrected grade and weight, not the price first discussed.**
5. Where a container returned to us is tipped and found to contain material that should not be there, we may deduct its weight, charge the cost of sorting and disposal, and adjust payment accordingly.

C5. What we cannot accept

1. Sealed vessels, gas bottles, aerosols, fuel tanks, oil-filled equipment, fridges and items containing refrigerant gases, asbestos, radioactive material and hazardous waste must not be included without prior written agreement.
2. You are responsible for ensuring material is safe to handle and process. Where unsafe material is delivered, we may charge the cost of safe removal and disposal.
3. We also refuse, without prior written agreement: **drums, tubs or containers holding oil of any kind, including engine and waste oil; fridges, freezers and air conditioning units; tyres; mattresses; and gas cylinders.** These contaminate a load and can render the whole of it unsaleable.
4. Where such items arrive within a load, we may reject the load, deduct their weight, or charge the full cost of removal, containment and specialist disposal.

C6. Metal collection bins placed at your premises

1. Where we place a bin or container at your premises for the collection of scrap metal, that container **remains our property at all times.**
2. You are responsible for the container while it is on your site, including its safe siting, and for any loss or damage other than fair wear and tear.
3. **Metal only.** Containers placed for scrap metal must not be used for general waste, cardboard, wood, plasterboard or any other material. Where a container is contaminated we may charge the cost of sorting and disposal, and that charge may exceed the value of the metal.
4. Prohibited items under clause C5 must not be placed in the container under any circumstances.

5. Containers are weighed on collection at our site. That weight determines payment.
6. We may remove a container at any time on reasonable notice, and immediately where it is being misused.
7. **We do not normally ask for a deposit or evidence of insurance before placing a metal collection bin**, and we would rather get on with the job. That does not change your responsibility: **the container remains ours, and if it is damaged, lost or stolen while with you, you pay for it** under A10. Where that happens we will tell you in writing, with photographs, before we invoice.
8. We reserve the right to ask for a deposit or evidence of cover on higher-value containers, on unsecured sites, or where an account is new, and to decline to place a container where we are not satisfied.

C7. Contaminated, misdescribed or downgraded loads

1. **Grading is carried out by us on inspection at our site**, and our assessment of grade, contamination and weight is the basis on which we pay.
2. Where a load contains material of a lower grade than described, or material that does not belong in it — for example iron, plastic, rubber, timber, cable insulation or general waste within a load sold as aluminium — we may:
 - a. deduct for the contamination by weight, by price, or both;
 - b. re-grade the load and pay the corrected grade and weight; or
 - c. refuse the load in whole or in part.
3. **We photograph loads that are downgraded or deducted, and we will send you those photographs on request.** Those photographs and our weighbridge ticket are the records we rely on, and are conclusive in the absence of clear evidence to the contrary.
4. **You are paid the corrected grade and weight, not the price first discussed.** Any price indicated before the material was seen assumes it is as described.
5. **If you do not accept a deduction**, you may have the load returned to you instead of being paid for it, provided you tell us **before the material is processed, cut, shredded, baled or mixed with other material**. Once that has happened the load cannot be identified or returned, and no claim can be considered.
6. **Where a load is loaded back up for return, a handling charge applies** at the rate on our current price list, together with haulage where we deliver it. It covers the machine, the operator and the time involved. This applies whether you collect it or we return it.
7. Where a load contains prohibited items under C5, or material requiring specialist disposal, we may charge the full cost of removal, containment and disposal, and that charge may exceed the value of the metal.
8. Weight is determined on our weighbridge or approved scales and is conclusive.

SECTION D — WASTE TIPPED AT OUR SITE

D1. Acceptance and charging

Waste is accepted at our site during published opening hours and is charged by weight on our weighbridge, subject to any minimum charge stated on our current price list.

D2. Declaring your waste

You must declare the waste accurately before tipping. Charges are based on the material declared. Where a load differs from the declaration, we may re-grade it and charge the correct rate, or refuse it.

D3. Hazardous and prohibited material

You warrant that the waste is not hazardous and contains no asbestos, POPs-containing furniture (unless declared and charged as such), gas bottles, sealed vessels, liquids, clinical waste, batteries or fridges, unless we have agreed in writing beforehand.

D4. Undeclared material

Where undeclared hazardous or prohibited material is found, we may charge the full cost of containment, testing, removal and disposal, and we will report it where the law requires.

D5. Carrier registration and duty of care

You are responsible for holding a valid waste carrier registration where one is required, and for completing waste transfer documentation. We may refuse a load where documentation is not in order.

D6. Waste becomes ours

Once tipped, waste becomes our property and cannot be recovered.

D7. Conduct on site

Vehicles on site must follow site rules, speed limits, one-way systems and staff directions. Site access is at your own risk.

D8. Weighbridge

1. Charges are based on our weighbridge. **Our weight is conclusive.**
2. You must follow the directions of the weighbridge operator, stop fully on the plate, and remain in your vehicle unless asked to do otherwise.
3. **Any dispute about a weight must be raised before you leave the site**, while the vehicle can still be re-weighed. Once you have left we cannot check it.
4. Where a vehicle is weighed in and does not tip, or tips only part of its load, the charge is based on the weight actually discharged.

D9. Vehicles tipping at our site

1. Clause A11 applies in full to every vehicle and person entering the site to tip.
2. You are responsible for the condition, loading and roadworthiness of your vehicle, and for ensuring it is not overloaded when it arrives. Overloading is a road traffic matter and is your responsibility, not ours.
3. **Tip only in the area you are directed to**, and stop immediately if asked to. Tipping elsewhere on site may result in a charge for moving and sorting the material.
4. Once you have tipped, clear the area promptly. Sheet and secure the vehicle in the designated area, not on the tipping floor.
5. Where a load turns out to contain material that was not declared, clause A12 and clause D4 apply, including the right to return the material to the premises it came from at your cost.

SECTION E — SKIP HIRE

These are our existing skip hire terms, brought into this document unchanged so there is one set of conditions rather than two.

This Agreement sets out the full terms and conditions upon which **Sussex Waste Management Ltd** ("the Company") agrees to provide skip hire services to the individual, company, or legal entity ("the Hirer"). By submitting a booking, the Hirer confirms full understanding and unconditional acceptance of all terms and responsibilities described herein. These terms shall govern all aspects of the skip hire process including delivery, usage, charges, collection, liability, and termination.

E1. Hire Period

E1.1 The standard hire period is **three (3) weeks** from the date of delivery. For skips placed on the public highway this is reduced to two (2) weeks, subject to local authority permit approval.

E1.2 The hire period begins on the day the skip is delivered and expires at the end of the third week (or second week for on-road skips). The Company is entitled to collect the skip at any point after this date without further notice or permission.

E1.3 Extension charge: If the skip is not collected or returned by the end of the standard hire period, an automatic weekly overstay charge of **£25 + VAT per week** (or part thereof) will be applied to the Hirer's account until the skip is collected. No further authorisation is required to apply this charge.

E1.4 The Hirer is responsible for monitoring the hire period. It is strongly recommended that the Hirer contacts the Company at least **48 hours before the skip is full or the three-week period is approaching** to arrange collection. Failure to do so may result in overstay charges for which the Company accepts no liability.

E1.5 The Company reserves the right to collect the skip upon expiry of the hire period regardless of whether it is full or empty. The Hirer agrees to ensure clear access for collection at all times during the hire.

E2. Skip Delivery, Access & Safe Placement

E2.1 The Hirer is responsible for ensuring unobstructed access to the delivery site at the scheduled time. If access is blocked or restricted, resulting in failed delivery or collection, the Company reserves the right to charge an abortive visit fee.

E2.2 The Hirer must ensure the delivery surface is suitable to withstand the weight of the skip and delivery vehicle. The Company is not liable for damage to driveways, paving, turf, underground services, or other property surfaces caused during delivery, placement, or collection.

E2.3 Safe and suitable location. It is the Hirer's responsibility to provide a safe and suitable location for the skip to be placed. Our driver relies entirely on the Hirer's instructions regarding the requested position of the skip. Where the Hirer directs that a skip be placed in a particular position, the Hirer is responsible for ensuring that the chosen location is safe and free from any risk of damage to their own or any third party's property.

E2.4 Overhead obstructions. Where a skip is requested to be placed beneath or close to overhead cables, power lines, telephone lines, trees, guttering or other overhead obstructions, the Hirer is responsible for ensuring that adequate clearance is maintained. This is particularly important because skips may be loaded above the height of the container and are collected by lifting equipment (chains and hydraulic arms) which requires significant overhead space. The Company accepts no liability for any damage to, or arising from contact with, overhead services or obstructions where the placement position was directed or agreed by the Hirer.

E2.5 Ground obstructions and load-bearing surfaces. The Hirer must ensure that the ground on which the skip is placed, and any ground the delivery or collection vehicle must cross, is able to bear the combined weight of the skip and the fully loaded vehicle. The Hirer must make the driver aware of any drain covers, inspection chambers, manholes, soakaways, private drains, cellars, underground tanks or other concealed or fragile services in the placement or access area. Whilst an empty skip may pass over

such a feature without issue, a fully loaded skip and vehicle exert considerably greater weight. Any damage caused to drain covers, manholes, underground services or ground surfaces as a result of the position chosen by the Hirer, or the weight of the material the Hirer has loaded, is the responsibility of the Hirer and not the Company.

E2.6 The Hirer accepts that the suitability of the placement location — including overhead clearance, ground stability and the absence of concealed services — is the Hirer's responsibility. The Company shall not be liable for any damage to the Hirer's property, any third party's property, or the public highway arising from a placement position directed or agreed by the Hirer.

E2.7 Roll-on/roll-off containers — additional requirements. RoRo containers are considerably heavier than skips, run on wheels, and are loaded and collected by a hook-lift vehicle which needs a **long, straight, level pull** directly in line with the container. The Hirer is responsible for ensuring that:

1. the ground is **firm, level and load-bearing** for both the loaded container and the hook-lift vehicle — grass, soft ground, gravel, block paving, tarmac in warm weather and newly laid surfaces are frequently unsuitable and mark or sink;
2. there is **sufficient straight approach and clear space behind the container** for the vehicle to draw it on and off in line. A RoRo cannot be placed or lifted at an angle;
3. there is sufficient **overhead clearance** for the container to be tipped up onto the vehicle, which requires substantially more height than a skip;
4. the container is **chocked or braked as directed and not left where it can roll**. RoRo containers move easily on their wheels, particularly on any slope, and the Hirer is responsible for ensuring it remains where it was placed;
5. the container is not moved, towed, dragged or repositioned by the Hirer or the Hirer's plant. If it needs to be moved, we will move it.

Where a RoRo is placed at a position directed or agreed by the Hirer, **clause E2.6 applies in the same way**, and the Hirer is responsible for any damage to surfaces, drainage, services or third party property arising from the placement, the weight of the loaded container, or the movement of the hook-lift vehicle. Clause A10 continues to apply to the container itself.

E3. Waste Restrictions & Chargeable Items

E3.1 The Hirer shall not place any of the following items in the skip: hazardous waste, clinical waste, gas bottles or cylinders, asbestos, solvents, oils, paints, chemicals, fuel containers, batteries, fridge/freezers, electrical appliances (WEEE), plasterboard (unless separately agreed), or any items classified as restricted by the Environment Agency.

E3.2 The following items may be accepted but are subject to surcharge: mattresses, car tyres, carpet rolls, TV units, large metal appliances, and bulky furniture. These charges will be added to the final invoice or deducted from any pre-paid balance. Surcharges may vary and are at the discretion of the Company based on current disposal costs.

E3.3 If prohibited items are found in the skip, the Hirer agrees to pay for any additional handling, segregation, or disposal costs, as well as administrative fees for breach of contract.

E3.4 Upholstered furniture (POPs). Upholstered domestic seating — including sofas, settees, armchairs, futons, sofa beds, dining chairs with padded seats, beanbags, floor cushions and other soft furnishings — may contain persistent organic pollutants (POPs). In accordance with Environment Agency requirements, such items must not be mixed with general waste and must be declared to the Company in advance so that they can be segregated and handled separately from other waste streams. Additional charges may apply for the separate storage, transport and disposal of items containing POPs.

E4. Loading and Overfilling

E4.1 Skips must be loaded level to the top edge ("level load"). Overloading the skip may result in refusal to collect, or in additional tipping or reloading charges.

E4.2 The Company reserves the right to offload excess waste on site or request photographic evidence to determine surcharge. Any such costs will be passed to the Hirer.

E4.3 Fires are strictly prohibited within the skip. If evidence of fire or combustion is found, charges will be raised for damages and/or full skip replacement.

E4.4 The total weight of the loaded skip must comply with legal road weight limits for haulage vehicles. The Company will not collect skips that exceed the safe or legal carrying capacity of the collection lorry. For safety and legal compliance:

6-yard skips are the maximum size accepted for **soil or heavy waste** (e.g. rubble, hardcore, concrete).

Hardcore-only skips must not exceed **8-yard capacity**.

Heavier loads in larger skips pose serious risks, including the inability to lift the skip, unsafe road transit, and legal penalties for overloaded vehicles. The driver's licence may be at risk if these limits are exceeded.

If your skip is being serviced by a **smaller vehicle** (e.g. narrow access), you must confirm in advance with a staff member whether the vehicle can legally carry your intended waste type.

Failure to comply may result in non-collection, extra costs, or the need for the Hirer to remove excess material.

E5. Skip Positioning and Immobilisation

E5.1 The skip will be placed at a location agreed upon between the Hirer and delivery driver at the time of drop-off. Once positioned, the skip must not be moved, dragged, or relocated by any party other than the Company.

E5.2 Any attempt to move the skip may result in non-collection, added labour or recovery charges, and refusal of further service.

E5.3 The Hirer is responsible for the skip while on site, including securing it from tampering, fly-tipping, or theft. The Company may recommend lockable skips or covers if security is a concern.

E6. Damage, Loss or Theft

E6.1 The Hirer is fully liable for any damage caused to the skip during the hire period.

E6.2 If the skip is lost, stolen, or rendered unusable (e.g. due to fire or chemical contamination), the Hirer agrees to pay in full for repair, or for replacement at the **replacement value shown in Section G**. Repairable damage is charged at the actual cost of repair.

E6.3 The Hirer shall ensure that no third party accesses or interferes with the skip.

E7. Highway Permits & Lighting (Where Required)

E7.1 For skips placed on public roads or verges, a permit is legally required from the local council. **We will normally apply for the permit on your behalf** and the cost is added to your invoice at the rate in **Section G**; permits take a minimum of five working days, so book early. Where we have not agreed to arrange it, obtaining the permit is the Hirer's responsibility. In either case **the Hirer is responsible for meeting the permit conditions** on site — night-time lighting, cones, signage and safe placement.

E7.2 The Company may assist with permit applications on request, but accepts no liability for any penalties or fines arising from non-compliance.

E7.3 Skips without valid permits may be removed without notice.

E8. Collection & Termination

E8.1 The Company reserves the right to collect the skip at the end of the agreed hire period without further notice or permission, regardless of whether the skip is full, partially full, or empty.

E8.2 The Company retains the legal right to access the delivery site for the purpose of skip collection once the agreed hire period has expired. The Hirer agrees that no further authorisation is required for such collection. Any delay, obstruction, or refusal may result in charges for wasted visits or recovery costs.

E8.3 Uncollected skips that remain beyond the agreed hire period will automatically incur a weekly overstay charge of **£25 + VAT per week** (or part thereof) unless a formal extension has been agreed with the Company in advance. This charge applies from the day after the standard hire period expires.

E8.4 If skip collection is blocked, delayed, or otherwise prevented by the Hirer or a third party, the Hirer must immediately resolve the obstruction.

E8.5 The Company shall not be held liable for any damage caused to the public highway during the placement, presence, or collection of the skip. The Hirer accepts full responsibility for any such damage and acknowledges that the Company will not be held accountable for repair, reinstatement, or compensation costs.

E9. Payments & Charges

E9.1 All hires must be paid in full prior to or on delivery unless otherwise agreed in writing.

E9.2 Additional charges arising from overweight skips, unauthorised waste, extended hire, aborted visits, or damages will be invoiced **at the rates in Section G**, with payment terms of 7 days.

E9.3 Persistent late payment or breach of terms may result in legal recovery action, interest charges, and withdrawal of future hire services.

E10. Cancellations & Refunds

E10.1 Cancellations must be made by telephone or email as early as possible. The charges below apply depending on the stage at which the booking is cancelled.

E10.2 Where a booking is cancelled **before the skip has been dispatched** for delivery, a full refund will be issued, less a **cancellation and administration charge of £30 + VAT** (which covers card and payment-processing fees). At least 24 hours' notice is required — see A7.

E10.3 Where a booking is cancelled **after the skip has been dispatched** or the delivery vehicle is already en route, a wasted journey charge will apply at the rate in **Section G**. Where the vehicle has already left our yard carrying the skip, **clause A7.3 applies and the job is chargeable in full**.

E10.4 Once a skip has been delivered, the hire is deemed to have commenced and the full hire charge is payable. No refund is given for early collection or for a skip that is returned unused or only part-used.

E10.5 Where the Company has arranged a highway permit on the Hirer's behalf, the permit cost is non-refundable once the permit application has been submitted to the local authority.

E10.6 Refunds, where due, will be made using the original payment method within a reasonable period following the cancellation.

E11. Insurance & Indemnity

E11.1 The Hirer shall maintain appropriate public liability insurance for the duration of the hire.

E11.2 The Hirer agrees to indemnify Sussex Waste Management Ltd against all claims, costs, damages, penalties, and losses resulting from any misuse, negligence, environmental violation, or third-party injury relating to the skip during the hire.

E12. Governing Law & Jurisdiction

See clause A18 — the law of England and Wales applies to this whole document.

E13. Future Hire at the Same Property

By submitting a booking, the Hirer confirms that these Terms & Conditions shall apply to this and any future skip hires arranged by the Hirer at the same property address, unless otherwise agreed in writing by Sussex Waste Management Ltd.

Ready to book a skip? Questions about these terms?

SECTION F — BROKERED SERVICES

Where the service is carried out by a supplier in our network rather than from our own yard and fleet.

F1. Who you are contracting with

1. Where we do not provide a service from our own yard and fleet, we arrange it through a supplier in our network. **The contract for that service is between you and us**, unless we tell you in writing before you order that we are acting as agent for a named supplier.
2. Prices quoted for brokered services are our prices. The identity of the supplier, and the terms on which we buy, are confidential and form no part of your contract.

F2. Substitution

1. We may change supplier at any time and without notice, including after a booking is confirmed, provided the service you receive is materially the same.
2. A change of supplier is not a breach of contract and does not entitle you to cancel or to a refund.

F3. Supplier failure or insolvency

1. Where a supplier fails to perform, becomes insolvent, ceases trading, or has its permits or registration withdrawn, we will either arrange an alternative supplier within a reasonable period or, where we cannot, **refund the sums you have paid us for the part of the service not performed**. That is the full extent of our obligation.
2. **Containers belonging to a supplier.** Where a container on your site belongs to a supplier, it remains that supplier's property. If that supplier becomes insolvent, the container is dealt with by its owner or their insolvency practitioner. We will help to arrange removal, but **we cannot lawfully remove or dispose of another company's property** and we are not liable for delay caused by an insolvency practitioner.
3. **Overstay and permits.** Where a supplier fails to collect on time we will not charge you overstay. Where a highway permit expires because of that failure, tell us immediately — we will deal with the council. You must not move or interfere with the container.

F4. Duty of care documentation

1. Waste transfer documentation for a brokered job is issued by the carrier who removes the waste, not by us. We will provide copies on request.
2. Sections A, and where relevant D and E, apply to brokered services in the same way as to services we carry out ourselves.

SECTION G — SCHEDULE OF CHARGES

These are the charges referred to elsewhere in these Conditions. **All prices are exclusive of VAT**, which is added at the prevailing rate. They may be updated from time to time; the schedule in force

is the one published with these Conditions on our website at the date of your order.

G1. Wasted or aborted journey

Charged where a vehicle attends and cannot deliver, collect, exchange, tip or discharge for a reason that is not our fault — including blocked or unsafe access, nobody on site where someone is needed, ground unsuitable, a container not ready for collection, a load refused for prohibited material, or a booking cancelled after the vehicle has left (see A7 and E10). The same rates apply to skips and roll-on/roll-off containers.

Delivery area	Charge
Zone 1	£65
Zone 2	£85
Zone 3	£100
Outside Zones 1–3	£165

Your zone is shown on your quotation or booking confirmation.

G2. Containers lost, stolen, burnt or damaged beyond repair

Payable under A10 and E6 where a container is lost, stolen, burnt, damaged beyond repair or not returned while it is in your possession. Repairable damage is charged at the actual cost of repair. For roll-on/roll-off and other high-value containers, the value recorded on the delivery note applies (A10.8).

Container	Replacement value
2 and 4 yard (mini) skips	£450
6 and 8 yard skips	£795
10 and 12 yard skips	£1,400
14 and 16 yard skips	£4,000
Roll-on/roll-off containers, 20 and 40 yard	£7,500

G3. Heavy material and overweight

- **2, 4 and 6 yard skips:** no overweight charge, provided the skip is loaded no higher than its sides. Soil, brick and hardcore may go in a 6 yard skip.
- **8 yard skips and larger, including roll-on/roll-off containers: you must not fill them with heavy material** — soil, brick, hardcore, concrete, stone or rubble — **unless you have told us when booking and we have agreed how much can go in.** As part of your duty of care, if you are not sure what can go in, ask us before you load it. A large container filled with heavy material can be impossible to lift legally or safely and can damage our vehicles.
- Heavy material above the amount agreed with us, or loaded without telling us, is charged at **£100 per tonne** (pro rata), on our weighbridge ticket, which is conclusive.
- We may refuse to lift or move a container that is overloaded until the excess has been removed (E4), in which case a wasted journey charge (G1) also applies. Damage caused to our vehicles or equipment by an overloaded container is charged at the actual cost of repair.

G4. Highway permits

Item	Charge
Skip permit for the public highway (arranged by us)	£100

Additional charge where the skip is placed in a parking bay	£10
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Permit costs are non-refundable once the application has been submitted (E10.5).

G5. Cancellation

When cancelled	Charge
With at least 24 hours' notice, before the container has left our yard	£30 cancellation and administration charge (covers card and processing fees)
Less than 24 hours' notice, or after the vehicle has left	As A7 and E10 — wasted journey (G1) or the full charge

G6. Extended hire and waiting time

Item	Charge
Skip kept beyond the agreed hire period	£25 per week or part week (E8.3)
Waiting time beyond the allowance in A6	£100 per hour, charged pro rata

G7. Declared extras (per item, on top of the skip price)

Item	Charge each
Mattresses (any size)	£40
Fridge / freezer — small (under-counter)	£35
Fridge / freezer — medium (upright, American, chest)	£40
Car and small tyres	£25
Large tyres (tractor, plant, HGV)	£150
TVs / monitors	£5
Gas bottles — small / large	£15 / £20
Fire extinguishers (depressurised)	£10

Undeclared items found in a load are charged at the same rate, plus our time sorting them.

G8. Contamination, prohibited material and handling

Item	Charge
Single item pulled out of a load and put aside for you to collect	£25
Load returned to you (any size skip) — including asbestos or other prohibited material	£150 handling charge, plus the skip hire, which remains payable in full
Asbestos or prohibited material, where you insist we arrange disposal (where we are able to)	£2,000 per tonne, minimum one tonne

G9. Locks

Item	Charge
Padlock / lock hire for a roll-on/roll-off container (returnable — A10.9)	£85 per hire
Hired lock not returned or returned damaged	Replacement cost

G10. Payment

- A surcharge of **2%** applies to payments made by business or commercial cards only. No surcharge applies to personal cards.
- Business customers: late payment carries statutory interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, together with our reasonable recovery costs.

SUSSEX WASTE MANAGEMENT LIMITED

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