

TERMS AND CONDITIONS - KSD Environmental Services Ltd

1. The word "container" in the following conditions shall mean any container waste disposal skip or ancillary equipment hired to the Customer.
2. (a) No container shall be used in such a way that any of its contents or dust from its contents may fall onto the Highway whilst the container is in its stationary state or in transit to its unloading destination. (b) No explosive noxious poisonous (within the meaning of the Poisonous Waste Act 1972) or dangerous materials must be placed in any container. (c) Whilst container is under the control of the Hirer it shall be the responsibility of the Hirer to ensure that each container will be well lighted during the hours of darkness and at all times provided with traffic cones, and where necessary barriers, and further to ensure that the siting and use of each container does not infringe any Statute or Regulation of Bye-Law or other lawful requirement.
3. Prices are based on cost of labour transport equipment and maintenance ruling at the date of this quotation. In the event of expense to us of performing the contract being increased directly or indirectly by reason of an increase in any such costs we reserve the right after notice in writing and or by email to the customer to increase our prices to meet such costs. We reserve the right to amend our rates up or down at any time, and the customer will be notified of any changes in prices by letter, telephone and or by email providing a minimum of one weeks advance notice for account customers.
4. Prices only cover delivery or removal on normal working days during normal working hours. All deliveries or removals made at the Customer's request on Public Holidays, Sundays or Saturday afternoons/evenings (PM) or at any other time outside normal working hours will be subject to an extra charge.
5. Payment shall be made within 30 days of the date marked on our invoice for account customers, and on order date for non-account customers.
6. We shall use our best endeavours to ensure regular servicing of each container, but we accept no responsibility for any delays arising through weather conditions transport breakdowns labour disputes or for any other reason beyond our control and all orders accepted by us are subject to the containers ordered being available when required in the quantities needed (substitution of container for a different or similar size may be selected by the contractor to minimise service disruption/failure) for which standard prices will apply).
7. When one of our lorries calls on a customer to deliver or collect a container ten minutes from the time of arrival of the lorry, will be allowed for loading and/or unloading after which demurrage will be charged at the daywork rate of the vehicle kept waiting.
8. We reserve the right to refuse to execute any order and remove containers supplied by us if the arrangements for payment or the Customer's credit are in our absolute discretion unsatisfactory to us and to suspend or discontinue service and recover any container hired hereunder to any Customer whose account is overdue for payment. This may include at our absolute discretion, leaving onsite any material left in our containers that remains unpaid and or outstanding for payment when reclaiming our containers.
9. The Customer shall not (a) Move any container from the site or position to which it was delivered. (b) Overload a container beyond its capacity in respect of weight or volume and safe transportation of the waste material by us. (Level Load) (c) Set fire to the contents.

10. The Customer shall take all reasonable care of the containers and equipment and the Customer will be responsible for any loss or damage (other than reasonable fair wear and tear as determined by the company) to the containers while situated at the site required by the Customer.

11. (a) The Customer warrants to us that with respect to each container to be placed other than on private property that all permissions including that of the Highway such a permission and in such a case both parties should co-operate in obtaining such a permission and the Customer undertakes that they will ensure that all the conditions subject to which any permissions is granted shall be observed at all times. (b) The Customer agrees that the Company shall not be responsible for any damage caused to fences, gates, walls, footpaths, pavement construction, driveways, manhole covers, drains or any other property where the container is placed or is in the course of being placed or removed to a site off the public highway. It is the Customers responsibility to ensure that manhole or drain covers are able to sustain the required loads during the placement or removal of the container.

12. The Customer shall be responsible for placing and shall only place waste material in the containers and the Customer warrants to the Company that he has a right to place all such waste material in the containers and all the waste material deposited in each container in compliance with the aforesaid shall become our absolute property on being picked up by our driver and in pursuance of this clause the Customer will be responsible for costs claims fines and all damages (including to the container) and expenses of whatsoever kind suffered by or made upon us by reason of any other kind of waste material being placed in the containers.

13. If the Customer requests or orders vehicles delivering or collecting equipment to leave the public highway the driver of such a vehicle shall be deemed to be under the control of the Customer and the Customer shall reimburse us in full in respect of any loss, costs, claims, damages or expenses we may thereby sustain whether as a result of damage to the vehicles themselves or the property of Customers or third parties.

14. The customer shall indemnify us in respect of all liability claims costs damages and expenses for death injury loss or damage arising out of our duties and obligations hereunder including the siting, use, or servicing of a container other than arising out of our negligence. Where the equipment supplied by the Contractor is placed on a highway or other public place the necessary measures for the safety of the public and the obligations of the Customer to indemnify the Contractor in this Clause shall be accordingly extended. The customer shall effect a policy of insurance against all liability under this Clause and the Customer shall maintain such a policy in force during the term of this Agreement and when requested produce to the Contractor the policy and the current premium receipt.

15. During the continuance of its Agreement should the Customer fail to observe Clause 5 of this agreement the Agreement may be terminated forthwith by us and should the Customer make or propose and composition with his creditors or commit any act of bankruptcy, or if the Customer is a Limited Company shall go into liquidation (other than a members voluntary liquidation) or shall suffer any distress or execution to be levied against the Customer or shall do or cause to be done any other act or thing, whereby the rights of us may be prejudiced or if the Customer shall fail to observe any term or condition contained herein this Agreement shall be terminated without prejudice to the rights of the parties subsisting at termination and we may re-take possession of any container without notice for which purpose it shall be lawful for us to enter upon any premises where a container may be without prejudice to any other rights we may possess.

16. Unless otherwise agreed by us in writing the above terms and conditions shall apply to all orders placed with us.

17. These Terms and Conditions are subject to change and may be reviewed, updated periodically to continue to meet the needs of both the Customer and or Contractor. Valid and Current version of these Terms and Conditions are available online via our website: <https://ksdenvironmental.co.uk/wp-content/uploads/2022/08/TERMS-AND-CONDITIONS-2022.pdf>

18.

From 1st September 2023 the RPS250 will be removed by the Environment Agency (EA).

The RPS is a regulatory position statement that refers to 'waste wood from demolition, and elements of construction and how it is handled'. New regulations mean that from the 1st September 2023 any disposal facility will not be able to accept mixed or specific loads containing coding 17-02-04* unless they have a hazardous waste permit and relevant hazardous codes. (*code 17-02-04* means 'Glass, Plastic and Wood containing or contaminated with hazardous substances'*)

The customer shall indemnify us in respect of all liability claims costs damages and expenses for placement of any hazardous material (EWC Code 17-02-04*) within our containers. Accordingly; Customers warrant that all containers supplied by us for collection and or transportation of customers waste material/s placed within our containers are not containing material as defined by EWC Code 17-02-04* as per attached WRA (Waste Regulatory Authority) Guidance on identifying this type of material, and the customer is wholly responsible for loading of the containers.