



## Terms & Conditions

The following terms and conditions are set out by W&S for which we agree to provide services. All terms and conditions below are to remain in place unless agreed different in writing and signed by the company Director(s).

- i. W&S agree to supply, deliver, exchange, and collect equipment at given delivery addresses on the delivery dates and agreed price. Dates may be subject to change according to W&S Management decisions/discretion, subject to the terms and conditions set out hereunder.
- ii. For any services set out in (i), the client/customer agrees to pay W&S the agreed price before the job(s) commencement date or upon other dates as account customers in accordance with our invoicing terms. (30 days from invoice date).
- iii. All W&S equipment shall be the client/customer's responsibility from arrival to the given delivery address to the point of removal/collection, however, remains the property of W & S.
- iv. If the agreed price is not paid on time as in (ii), then items will not be delivered/ exchanged or removed and accounts will be terminated, in accordance with W&S Accounts department.
- v. If the delivery address is via a Limited company, then the signatory who signs on behalf of them agrees to guarantee payment(s).
- vi. W&S will not be responsible for any delays in deliveries/exchanges or collections of materials/equipment.
- vii. The client/customer agrees to compensate W&S against any and all loss, damage or liability (criminal or civil) suffered and any legal fees and cost incurred by W&S from a breach of this agreement by the client/customer, including any neglect, act or default of the client/customer's employees or agents.
- viii. The client/customer ensures that permission of the local Highway Authorities has been obtained where any W&S equipment is to be placed on a public highway or Local Authority owned land. W&S shall respect local authority rules and regulations regarding skip lighting during the hours of darkness.
- ix. The client/customer agrees to accept full responsibility for and to reimburse W&S in the respect of any loss, cost, claim and damages or any other expenses that may arise as a result of damage to their vehicles, equipment, themselves or to the property of the client/customer or third parties during the course of requested jobs which entails W&S vehicles to leave the public highway.
- x. If any W&S equipment is returned damaged or in a defective state (except normal wear & tear), the client/customer then agrees to pay W&S for the costs of repairs and or replacement costs (new for old basis) for lost, stolen and or damaged beyond economical repair during the supply service.
- xi. The client/customer agrees that all containers while on site are not to be overloaded with material they are disposing of. W&S have the right to refuse collection/exchange if unsafe to do so and apply additional charges if necessary.
- xii. You as a customer confirm that you have fulfilled your duty to apply the waste hierarchy as requested by Regulation 12 of the waste (England & Wales) Regulations 2011.