



INTRODUCTION

What a Load of Rubbish Limited is a waste carrier with license number OK1078842 with a registered office at Suite 102, Cumberland House, 80 Scrubs Lane, London, United Kingdom, NW10 6RF. The company is registered in England and Wales under the registration number 06211996.

A. TERMS OF SERVICE

- A1. These Terms and Conditions set out the whole agreement between you and us for the supply of our waste clearance services, to the exclusion of all other terms and conditions.
- A2. When we provide a quote for a waste clearance without first inspecting the location, then a contract shall be created between us on your acceptance of our quote, whether by telephone, email or online. We reserve the right to vary our quoted price if at the time of the clearance the information you provided to us at the time of quotation was incomplete or inaccurate.

B. PROVISION DELIVERY OF SERVICES

- B1. Unless prevented by a Force Majeure Event, we will provide our service with reasonable care and skill.
- B2. We will endeavour to undertake the clearance on the date and at any time agreed but there may be delays due to circumstances beyond our control. In this case, we will inform you and, if necessary, arrange a revised date as soon as reasonably possible. Where we provide you with an estimated time of arrival this should not be construed as offering any form of guarantee as to the time upon which we will attend to perform the clearance.
- B3. You agree to provide our clearance personnel with free and safe access to the premises from where the rubbish is to be removed. You shall notify us of any special circumstances which may be relevant to our quotation, including any access issues, if any items are large or heavy, if the clearance would necessitate working at height, if the rubbish is secured, if there is likely to be a dispute as to whether the rubbish can be cleared, or if we are unable to park free of charge. If you do not notify us of such special circumstances, or provide us with incomplete or inaccurate information or instructions, we may either make an additional charge to cover any extra work or costs that are required or, if we are unable to undertake the clearance, we may charge a Full Load of Fee as noted on our prevailing Price List.
- B4. You confirm that you have the full authority for us to collect and dispose of the rubbish. You shall indemnify us from and against any cost or expense we suffer or incur from any third party as a result of you not having the authority for us to clear the rubbish.
- B5. If we detect or suspect there may be any asbestos or other hazardous or dangerous substances or materials on site we may vacate the premises, and will not be responsible for further clearance and disposal. In such event, you shall still be fully liable to pay for our attendance and for any waste already removed.
- B6. Any sharp or dangerous objects like knives and broken glass should be separately stored in an appropriate container by you before we arrive for the clearance. Under no circumstances should sharp objects be stored in bags. This requirement is for the safety of our clearance personnel.

C. PRICE AND CREDIT TERMS

- C1. All prices are subject to VAT.
- C2. Payment must be made before or at the time of the clearance unless credit terms have been agreed between us prior to the date of clearance. We reserve the right to return the waste in the event payment is not made.

D. CANCELLATIONS AND CHARGES

- D1. If you are contracting as a “consumer”, in accordance with the Consumer Contracts (Information’s, Cancellation and Additional Charges) Regulations 2013, you may cancel your clearance at any time within 14 days of booking provided we have not started to provide the service. To exercise the statutory right of cancellation, you must provide us with written notice.
- D2. If having arrived at site, we are unable to complete the clearance because of an act or omission by you (eg. we cannot gain access to the rubbish; or you cancel the service), we reserve the right, at our discretion, to charge a “Full Load Price” as per our prevailing Price List.
- D3. If we are unable to remove any items from the premises because, for example, they are too large to fit through the doorways, we may agree (at our discretion) to try and dismantle the item in order to try and get the item to fit through the passage way. If we are still unable to remove the item from the premises, we shall not be responsible for the reassembly of such an item.

E. LIMITATION OF LIABILITY

- E1. This clause does not exclude or limit in any way our liability for
- (i) death or personal injury caused by our negligence;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- E2. Subject to the above paragraph E1, we shall not be liable to you, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract. Our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the price of our services under the contract in question.
- E3. We cannot guarantee no damage to property will occur during the clearance. You should inspect the working area once our clearance is complete and notify the clearance personnel of any damage before they leave site. Any such damage must also be notified in writing to us at registered office within 7 days of completion of the site clearance. We will not accept liability for any damage that is not notified to us within this time.

F. FORCE MAJEURE - EVENTS OUTSIDE OUR CONTROL

- F1. We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under these Terms caused by events outside our reasonable control (Force Majeure Event).
- F2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private telecommunications networks.
- F3. Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.



G. TERMINATION

- G1.** We may terminate the arrangement between us at any time. Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

H. TRANSFER OF RIGHTS AND OBLIGATIONS

- H1.** You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can, with your prior approval, transfer all or any of our rights and obligations under these Terms to another organisation without affecting your rights under these Terms.

I. NOTICES

- I1.** All notices sent by you to us must be sent to us at Suite 102, Cumberland House, 80 Scrubs Lane, London, United Kingdom, NW10 6RF or email to work@whataloadofrubbish.com. We may give notice to you at either the email or postal address you provide to us at the time of booking. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email that the email was sent to the specified email address of the addressee.

J. DATA PROTECTION

- J1.** We will use the personal information you provide to us in accordance with our Privacy Policy which is in accordance with General Data Protection Regulations ("GDPR") which came in force on 25 May 2018

K. SEVERABILITY

- K1.** If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein

L. GOVERNING LAW

- L1.** If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- L2.** A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- L3.** These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.