

TERMS AND CONDITIONS

Norfolk Waste Management Solutions Ltd.

These Terms and Conditions (“Terms”) apply to waste removal, rubbish clearance, collection and related services supplied by **Norfolk Waste Management Solutions Limited**, trading as **Norfolk Waste Management Limited** (“we”, “us”, “our”) to customers (“you”, “your”).

By accepting a quotation, making a booking, paying a deposit or otherwise instructing us to provide services, you agree to these Terms.

1. Our Services

1.1 We provide waste removal, rubbish clearance and related collection services as described in your quotation or booking confirmation.

1.2 The precise scope of the service will depend upon:

- the type and quantity of waste;
- the photographs or description supplied by you;
- the agreed collection address;
- access to the waste;
- the vehicle and equipment required; and
- any specific requirements agreed between us.

1.3 We will provide the service with reasonable care and skill and in accordance with applicable law.

1.4 Nothing in these Terms excludes or limits any legal rights you have as a consumer which cannot lawfully be excluded or limited.

2. Quotations and Pricing

2.1 Where we provide a fixed quotation, the quoted price will apply provided that the waste and access conditions are materially as described when the quotation was given.

2.2 Our quotation will, where applicable, state:

- the collection charge;
- VAT, where applicable;

- labour charges;
- disposal or recycling charges;
- any additional charges known at the time of quotation; and
- the total amount payable.

2.3 If the actual waste differs materially from the information supplied by you, we may need to revise the price before removing the waste.

2.4 Examples of circumstances which may result in an additional charge include:

- substantially more waste than described or shown in photographs;
- heavier or denser waste than reasonably expected;
- hazardous or restricted waste;
- waste requiring specialist handling;
- significant additional labour;
- difficult or restricted access;
- unusually long carrying distances;
- stairs or other access difficulties that were not disclosed;
- waiting time caused by circumstances outside our control; or
- additional disposal, treatment or recycling charges imposed because of the nature of the waste.

2.5 We will not knowingly charge an additional amount for materially changed circumstances without explaining the reason for the additional charge and, where reasonably practicable, obtaining your agreement before proceeding.

2.6 If you do not agree to a revised price, we may decline to remove the additional or incorrectly described waste. Any cancellation or attendance charge will be subject to the cancellation provisions below and applicable consumer law.

2.7 We will not use hidden charges. Any mandatory charges applicable to the service will be disclosed before you are required to pay.

3. Payment

3.1 Payment is due as stated in your booking confirmation or invoice.

3.2 We may require payment:

- at the time of booking;
- before collection;
- upon completion of the collection; or
- within an agreed period for approved business customers.

3.3 We may refuse to commence or complete a service where an amount properly due remains unpaid, subject to your statutory rights.

3.4 Where a card, bank-transfer or other payment method is used, any applicable payment processing charges will be disclosed before payment.

4. Booking and Collection Times

4.1 We will provide an estimated collection date and, where possible, an estimated arrival window.

4.2 Unless expressly agreed otherwise, an arrival time is an estimate rather than a guarantee.

4.3 We will make reasonable efforts to arrive within the agreed time window.

4.4 If we are delayed by circumstances outside our reasonable control, we will notify you as soon as reasonably practicable and arrange an alternative collection time where necessary.

5. Your Responsibilities

5.1 You must provide accurate information about:

- the waste;
- the quantity of waste;
- the collection address;
- access arrangements;
- parking restrictions;
- stairs, lifts or other access issues; and
- any hazards or restrictions affecting collection.

5.2 You must ensure that you have the legal right or authority to instruct us to remove the waste.

5.3 Where reasonably possible, waste should be ready and accessible for collection at the agreed time.

5.4 You must not conceal prohibited, hazardous or restricted materials within other waste.

5.5 If you provide inaccurate or incomplete information, we may be unable to complete the collection or may need to revise the price.

6. Waste We Do Not Accept

6.1 Unless specifically agreed in advance and appropriate arrangements have been made, we do not accept waste that we are not legally permitted or equipped to transport or dispose of.

6.2 This may include, without limitation:

- asbestos;
- explosives or ammunition;
- radioactive materials;
- clinical or infectious waste;
- certain chemicals, solvents or toxic substances;
- gas cylinders or pressurised containers;
- highly flammable materials;
- contaminated materials requiring specialist handling;
- illegal substances; and
- other hazardous waste requiring specialist treatment or documentation.

6.3 We may refuse to load any waste which we reasonably believe cannot lawfully or safely be transported, handled or disposed of.

6.4 If prohibited or hazardous waste is discovered after loading has begun, we may stop work and require the waste to be removed or dealt with by an appropriately authorised specialist.

6.5 Additional reasonable costs arising from inaccurate descriptions of waste may be payable where permitted by law and where those costs have been properly disclosed.

7. Waste Disposal and Environmental Compliance

7.1 We will handle and dispose of collected waste in accordance with applicable waste-management legislation.

7.2 Where required, waste will be transferred to an appropriately authorised waste carrier, broker, dealer, recycling facility, treatment facility or disposal facility.

7.3 We will take reasonable steps to ensure that waste is handled responsibly and in accordance with applicable environmental requirements.

7.4 Where legally required, we will provide or retain appropriate waste-transfer documentation.

7.5 Customers must provide an accurate description of the waste where required for waste-transfer or other regulatory purposes.

7.6 We may photograph waste, loads or relevant documentation for operational, evidential and regulatory purposes.

8. Cancellation by You

8.1 Statutory cancellation rights

Where you are a consumer and the contract is a distance contract or an off-premises contract to which the Consumer Contracts Regulations apply, you may have a legal right to cancel within **14 days** without giving a reason.

We will provide the legally required cancellation information and, where applicable, the standard cancellation form.

8.2 Request for collection during the cancellation period

If you ask us to begin the service before the expiry of the applicable 14-day cancellation period, you expressly request that we commence the service during that period.

Where permitted by law, if you subsequently cancel after the service has begun, you may be required to pay a proportionate amount for the service supplied up to the point of cancellation.

If the service has been fully performed and all applicable legal requirements for loss of the cancellation right have been satisfied, your statutory cancellation right may cease.

8.3 Cancellation outside the statutory cancellation period

If you cancel a booking outside any statutory cancellation period, we will apply the following cancellation policy:

More than 24 hours before the agreed collection time:

No cancellation fee will normally apply and any refundable advance payment will be refunded, subject to applicable law.

Less than 24 hours before the agreed collection time:

We may charge a reasonable cancellation or administrative fee reflecting costs actually incurred and/or the loss of a reserved collection slot, provided that the charge is fair and lawful.

After the vehicle has attended the collection address:

Where you cancel or prevent the collection from proceeding for reasons attributable to you, we may charge a reasonable attendance/cancellation charge reflecting the costs reasonably incurred.

8.4 We will not impose cancellation charges which are unfair, excessive or disproportionate.

8.5 Nothing in this section affects any statutory right you have to cancel or obtain a refund.

9. Cancellation by Us

9.1 We may cancel or refuse a collection where:

- the waste is prohibited or unsafe;
- the description of the waste was materially inaccurate;
- the collection cannot lawfully be carried out;
- safe access is not available;
- the customer has not obtained required permission to remove the waste;
- the agreed price has not been accepted where a material change is required; or
- circumstances outside our reasonable control prevent the service.

9.2 Where we cancel a service for reasons not caused by you, we will normally offer an alternative collection date or refund any amount paid for services that have not been provided, subject to your statutory rights.

10. Access and Parking

10.1 You are responsible for ensuring that reasonable access is available to the waste.

10.2 You must tell us about:

- permits;
- parking restrictions;
- gates;
- restricted roads;
- height or weight restrictions;
- security arrangements;
- lifts or stairs; and
- any other access restrictions.

10.3 Where you are responsible for obtaining a parking permit or similar permission, you must obtain it before collection.

10.4 We will not be responsible for fines or penalties arising from information or permissions which you were responsible for providing or obtaining, except where caused by our negligence or other legal fault.

11. Damage to Property

11.1 We will take reasonable care when removing waste from your property.

11.2 You should identify fragile surfaces, walls, floors, fixtures, fittings or other property which may require special care before work begins.

11.3 We will remain responsible for damage caused by our negligence or other breach of our legal obligations.

11.4 We will not be responsible for pre-existing damage or damage arising from defects, instability or concealed conditions which could not reasonably have been identified before work commenced.

12. Liability

12.1 Nothing in these Terms excludes or limits liability where it would be unlawful to do so.

12.2 In particular, nothing excludes or limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;

- breach of statutory rights which cannot legally be excluded; or
- any other liability which cannot legally be excluded or limited.

12.3 Subject to the above, we will not be liable for losses that are not reasonably foreseeable or which arise from circumstances outside our reasonable control.

12.4 Consumers retain all rights and remedies available to them under applicable consumer-protection legislation.

13. Complaints

13.1 If you are unhappy with our service, please contact us as soon as reasonably possible using:

Email: enquiries.nwms@gmail.com

Telephone: 07506442606

Address: 100 Norwich Road, Stoke Holy Cross, Norwich, NR14 8QJ

13.2 We will investigate complaints fairly and aim to resolve them promptly.

13.3 Nothing in our complaints procedure prevents you from exercising any statutory rights or legal remedies available to you.

14. Events Outside Our Control

14.1 We will not be responsible for failure or delay caused by events outside our reasonable control, including severe weather, road closures, accidents, vehicle breakdown, strikes, government restrictions, emergencies, natural disasters or other events that could not reasonably have been prevented.

14.2 Where such an event affects your booking, we will contact you and, where reasonably possible, offer an alternative collection date.

15. Changes to These Terms

15.1 These Terms may be updated from time to time.

15.2 The Terms applying to your booking are the Terms provided to or made available to you before the contract is formed.

15.3 We will not retrospectively change the agreed price or material terms of an existing booking unless you agree or the change is otherwise permitted by law.

16. Consumer Rights

16.1 Nothing in these Terms affects your statutory rights.

16.2 Where you are a consumer, services supplied by us must comply with applicable consumer law, including the requirement to perform services with reasonable care and skill.

16.3 If any provision of these Terms conflicts with a mandatory consumer protection law, that law will prevail and the affected provision will be interpreted or amended only to the extent necessary to comply with the law.

17. Business Customers

17.1 Where you are acting wholly or mainly for purposes relating to your business, profession or trade, different legal rules may apply.

17.2 Business customers may be subject to different payment, cancellation and liability terms as expressly agreed in writing.

18. Data Protection

18.1 We will process personal information in accordance with applicable data-protection legislation and our Privacy Policy.

18.2 Our Privacy Policy is available at:

www.norfolkwms.co.uk

19. Governing Law

19.1 These Terms are governed by the law of England and Wales, except where mandatory consumer-protection legislation provides otherwise.

19.2 If you are a consumer, you may also have rights to bring proceedings in the courts of the part of the UK in which you live where applicable law permits.

20. Business Details

Trading name: Norfolk Waste Management Solutions Limited

Business address: 100 Norwich Road, Stoke Holy Cross, Norwich, NR14 8QJ

Telephone: 07506442606

Email: enquiries.nwms@gmail.com

Website: www.norfolkwms.co.uk

Company Number: 10998778