

PORTLAND STONE LTD 26 Tradecroft Industrial Estate, Wide Street, Portland DT5 2LN

Broadcroft Quarry, Grove Road, Portland DT5 1BZ

PORTLAND STONE PRODUCTS 14 Cumberland Drive, Granby Industrial Estate, Weymouth DT4 9TB

PORTLAND STONE RECYCLING

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**TERMS & CONDITIONS** 

April 2023

- Portland Stone LTD does not permit drivers to take vehicles off of the public highway. If the customer instructs the driver to do so, it will be entirely at their own risk. As such, they will be made liable for any damage to property, persons, or the vehicle itself should such occur due to their instruction.
- 2. Portland Stone LTD will not be liable for any loss or damage caused by failure to supply, or by a delay in supply which may be caused directly or indirectly by any circumstances beyond the control of the company. These include fire, accidents, traffic, breakdown of machinery, shortage of labour, materials, or containers, or any possible "act of God", or by any neglect on the part of the customer.
- Portland Stone LTD reserves the right to charge the customer for all costs incurred as a result of a cancellation or variation of the whole, or a substantial part, of an order, together with loss of profit and all other consequential loss.
- 4. Portland Stone LTD does not accept any of the following items in their skips without explicit prior permission: mattresses (no more than 1x mattress is permitted), upholstered furniture (including sofas, sofa beds, and bean bags), plasterboard, asbestos, gas bottles, fire extinguishers, aerosols, cylinders of any type, tyres, oil, oil drums, paint tins, fridges, freezers, televisions, monitors, fluorescent lights, batteries, and any poisonous, hazardous, combustible, or polluting substances or containers that have contained said substances. Separate skips intended solely for these individual waste streams can be provided but must not be mixed with any other waste whatsoever.
- 5. If any of the above items are found in the skip, the hirer will be contacted and either charged accordingly for the safe disposal of those items or be asked to collect said items if permitted by Portland Stone LTD to do so. Re-delivery of offending items can be arranged as an alternative, but Portland Stone LTD reserves the right to charge for this service if it is deemed necessary. The contents of the skip are entirely the responsibility of the customer, and they are liable for any unacceptable items/materials, even those unknowingly loaded by a third party.
- 6. The mixing of plasterboard waste (as well as any other gypsum material) with general mixed biodegradable waste is prohibited by law. As such, Portland Stone LTD will not accept any plasterboard waste when mixed with any other waste types. This includes any material fixed to the plasterboard with adhesive, such as tiles, timber, or walling, which must be separated by the customer prior to disposal. Failure to comply will result in additional charges.
- 7. Any asbestos waste may only be loaded into a pre-organised container. If any waste that is loaded into a non-approved container (i.e., a general mixed waste or inert waste skip) is suspected to be asbestos, official certification must be provided as evidence to the contrary. If no such evidence exists, a test can be organised by Portland Stone LTD at a cost for the customer. If said test proves that the waste is asbestos, the entire contents of the skip will be considered contaminated and will either be charged as an asbestos skip, or the skip and contents will be returned to the customer.
- 8. Skips are only to be placed on private property belonging to the hirer, such as a driveway, garden, or allocated parking area. Customers wanting skips placed elsewhere, such as roads or communal areas, must first obtain written permission from the landowner or, in the case of public property, must request that Portland Stone LTD obtain a permit from the local governing body. This service will carry an extra charge. Council supplied road licenses obtained by customers will not be accepted for insurances purposes.
- 9. All tasks should be completed within 15 minutes of the driver's arrival to site (30 minutes for "Wait & Load" operations and grab hire). The hirer should take measures before the arrival of a Portland Stone LTD vehicle to remove any obstacles that would hinder the driver from performing the requested task. If the 15-minute allocated time is exceeded due to the hirer's negligence, additional costs will be applied.
- 10. Loads must be no higher than the tallest part of the skip and must be made level and safe to carry by the hirer before collection is arranged. There must be no overhanging items protruding from the skip. Failure to comply may result in the task being abandoned and/or additional charges being applied. If the weight of the container is deemed excessive and/or it causes the carrying vehicle to exceed its maximum gross weight, the task may be abandoned and/or additional charges may be applied. Any skip larger than an 8 cubic yard (larger than a 15 cubic yard in the case of roll on/roll off containers) must not contain large amounts of heavy material, such as inert or rubble waste.
- 11. The hirer must not burn any material inside the skip. If any damage, excluding normal wear and tear, occurs due to the hirer's negligence, appropriate charges will be applied. In the event of the destruction, loss, theft, or damage beyond reasonable repair of any skip whilst in the hirer's possession, the replacement value of that skip will be charged to the hirer.

- 12. The maximum rental period for all containers is 21 days for non-account customers, and 28 days for credit account customers. It is a requirement of Portland Stone LTD as part of the hiring agreement that a hired container will be exchanged or collected within this time. Skips are not permitted to be left on site indefinitely. Failure to comply may result in unannounced collections or additional charges being applied.
- 13. Drivers are instructed not to drive over footpaths, driveways, grass verges, or other soft or landscaped ground and are not permitted to lift skips over walls, fences, barriers, or any other obstructions, nor to place skips onto raised embankments or sloped areas. Should the hirer request the driver to perform any of the above tasks and damage is caused (with the exception of damage caused by the driver's negligence), Portland Stone LTD will not be liable. Should damage be caused to Portland Stone LTD's vehicle or property when performing any of the above tasks under the hirer's instruction and supervision, the hirer will be held responsible and will occur additional costs.
- 14. The hirer is advised to take preventative measures to protect paving slabs, manhole covers and other protective or superficial covers before delivery or collection is performed. Portland Stone LTD will not be held accountable should the hirer fail to do so, and damage occurs, except in the event of the driver's negligence. Further, any decorative surfaces, such as resin or brick driveways and grassy areas, should be adequately protected if the customer requires a skip or vehicle to cross said surface. Portland Stone LTD will not be held responsible if any surfaces are damaged whilst acting under the customer's instruction.
- 15. Portland Stone LTD's vehicles require an area of at least 3.10 metres width and 3.90 metres height. The site of delivery or collection must have an access of sufficient dimensions to allow passage of the vehicle and have a surface capable of withstanding 18.00 tonnes (26.00 tonnes for grab hire). Site must also have a safe and adequate turning/manoeuvring/working area. Should the criteria detailed not be met, the hirer will be responsible for any damage caused to either the hirers or Portland Stone LTD's property as a result.
- 16. The hirer will instruct the driver (acting as an agent of Portland Stone LTD) where to deposit the skip. The driver and hirer will both determine the safety and possibility of the hirer's instruction, although the sole responsibility and liability lies with the hirer. If a skip is deposited under the hirer's instruction, and the hirer wishes for the skip to be moved after the driver has left site, then additional costs will apply.
- 17. Customers visiting any Portland Stone LTD site must adhere to all site safety regulations. These include speed limits and the wearing of PPE. Upon arrival to site, all visitors must gain admittance and instruction from the relative member of staff and must not proceed until given permission to do so. Portland Stone LTD reserves the right to refuse entry to any customer if deemed necessary to do so. Reasons may include safety purposes, unacceptable waste streams, or financial concerns.
- 18. When ordering materials, it is the customer's responsibility to ensure they have calculated the correct amount required. Agents of Portland Stone LTD may be able to calculate desired quantities based on information provided by the customer, but all figures given are purely estimates, and Portland Stone LTD will not be liable if the quantity ordered does not match requirements. It is also the customer's responsibility to ensure they are ordering the correct materials or products. In the event that a customer has incorrectly ordered a product or materials, Portland Stone LTD reserves the right to refuse a refund once said items have been unloaded on site.
- 19. The tipping of materials on any property other than that owned by the customer is strictly prohibited. Loads may be deposited on public roads/footpaths if requested by the customer, but Portland Stone LTD reserves the right to refuse if deemed unsafe or inappropriate to do so. Once the products have been unloaded, they become the sole responsibility of the customer and Portland Stone LTD will accept no liability in the event of accident or prosecution after this point.
- 20. For any non-account customers, full payment for any goods or services must be made upon order. Portland Stone LTD will refuse to deliver until payment has been made and will not hold any desired time slots for the customer until the transaction has been completed. If any additional charges are applied by Portland Stone LTD after the initial transaction as the result of any of the scenarios mentioned in these terms & conditions, the customer will be contacted for additional payment. Refusal of the customer to complete any additional required transactions will result in legal action being taken.
- 21 Account customers have 30 days from the date of invoice to complete payment. In the event of this period expiring with no or partial payment being made, the account will be placed on hold and no further orders will be accepted until full payment has been made. Regularly exceeding the agreed payment period may result in permanent closure of the account, which Portland Stone LTD reserves the right to do without warning and will take legal action to recoup any funds owed (including any interest Portland Stone LTD may choose to apply) or losses acquired as a result.



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#### **PLASTERBOARD NOTICE**

- 1. Plasterboard must not be mixed within any general waste skip.
- 2. We can supply Plasterboard skips and bags solely for this waste to ensure no contamination.
- 3. Should Plasterboard be mixed this will incur extra charges as set out in our account price list.
- Rubble/Dumpy bags containing this material can be placed on top of the general waste but the office must be made aware prior.



DO NOT PLACE PLASTERBOARD INTO A SKIP FOR NORMAL Construction waste - we can supply skips/bags for plasterboard only.

# We do not accept plasterboard in our mixed waste skips.

#### **ASBESTOS NOTICE**

- Any material that looks like Asbestos will be classed as Asbestos unless relevant testing has been providing to confirm otherwise, this is done prior to placing in our skips.
- Any skip that contains Asbestos waste, the full contents of the skips will be classed as Hazardous and placed within our quarantine area.
- 3. A cost will be issued or the contents will be returned to site.
- If you are unsure if you have Asbestos please contact us and we can arrange testing at cost of £45 plus vat per sample.
- 5. We have a strict processing facility where all waste is thoroughly inspected to ensure compliance.
- 6. If Asbestos is found bagged up within the skip this will be reported to the Environment Agency pending investigation.



DO NOT PLACE ASBESTOS INTO A SKIP HIRE FOR NORMAL Contruction waste - we can supply fully enclosed Asbestos skips.

### **ASBESTOS SAMPLE TEST**

#### £45 + VAT

Remember, if ever in doubt about the waste you are disposing of get it tested. It is impossible to be sure if a suspected material contains asbestos or not without proper testing. Any and all asbestos waste must **ONLY** be placed in an authorised enclosed skip.









## **ASBESTOS WASTE SKIPS**

#### 8,10,12,14yd ENCLOSED SKIPS

Cost (ex. VAT)	DT1 - DT6	DT7 - DT11
Haulage	£800	£900
Disposal (min. 2 tonne charge)	£290 p/t	£290 p/t