

TERMS AND CONDITIONS: APPLICABLE TO ALL AGREEMENTS BETWEEN WALSH BROTHERS, PARTNERS AND CUSTOMERS

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1. Introduction

These Terms & Conditions ("Terms") apply to all services provided by **Walsh Brothers Industrial Services Ltd** ("Walsh Brothers", "we", "us", "our"), including but not limited to waste collection, transport, treatment, disposal, yard acceptance, industrial cleaning, on-site services, emergency response, and brokerage arrangements with third-party disposal partners.

By requesting or accepting our services, the Client agrees to be bound by these Terms.

2. Waste Characterisation and Client Declarations

Walsh Brothers relies on the information provided by the Client regarding the type, composition, condition, quantity, classification, packaging, and hazard characteristics of any waste. This

information forms the basis for pricing, planning, disposal routing, and regulatory compliance.

The Client must ensure that all waste information is complete, accurate, and up to date at the time of enquiry and collection/delivery.

If at any time the waste differs from the declared information, the waste will be treated as **non-conforming**. In such cases, Walsh Brothers may:

- suspend or refuse the service,
- quarantine the waste,
- redirect it to an alternative disposal route,
- request further information or testing,
- or return the waste to the Client at the Client's cost.

Where waste is non-conforming, the Client will be liable for all resulting costs, including:

- testing, sampling, laboratory analysis;
- reclassification or hazard-category upgrades;
- additional handling, repackaging or containment;
- storage charges;
- ADR or specialist transport;
- revised or increased disposal charges set by third-party partners;
- demurrage, segregation, or rejection fees.

Walsh Brothers accepts no liability for delays, increased costs, or non-acceptance caused by inaccurate or incomplete waste information.

3. Acceptance and Handling of Waste at Walsh Brothers' Yard

Waste presented to Walsh Brothers' yard is accepted only after inspection and verification. Initial admission to the yard or unloading does not constitute acceptance.

Walsh Brothers may inspect, photograph, sample, test, and verify waste prior to acceptance.

Walsh Brothers reserves the right to:

- reject waste that is unsafe, leaking, incorrectly packaged, unlabelled, or inconsistent with the declaration;
- quarantine waste pending further information or analysis;
- require repackaging, over-drumming, or secure containment;
- return waste to the Client;
- apply storage, handling, or repackaging charges.

Misdescription Identified During or After Discharge

If, during discharge or after initial visual inspection, the waste is found to differ from the Client's declaration or presents contamination, hazards, or characteristics that were not disclosed:

- Walsh Brothers reserves the right to **stop the discharge immediately**;
- The Client may be required to **collect the waste at their own cost**;
- The Client will be liable for **all associated costs**, including:
 - tank cleaning and decontamination;
 - downtime and operational disruption;

- any additional handling, repackaging, or pumping out required;
- emergency response or containment measures (where applicable);
- sampling, testing, or laboratory analysis;
- any disposal, ADR, or specialist routing required as a result of the non-conforming waste.

Risk in the waste:

- remains with the Client until formal acceptance following full verification;
- reverts to the Client if the waste is later deemed non-conforming or unsuitable for the declared disposal route.

All costs associated with non-conforming, rejected, or quarantined waste are the Client's responsibility.

4. Brokerage and Third-Party Disposal Partners

Where Walsh Brothers arranges disposal with a third-party facility ("Disposal Partner"), it does so as a **broker acting on behalf of the Client**.

Disposal Partners have their own acceptance criteria, testing requirements, procedures, and pricing structures. Walsh Brothers does not control these processes and is not responsible for decisions made by Disposal Partners.

The Client is responsible for all charges imposed by Disposal Partners, including:

- increased disposal or treatment costs;
- reclassification or hazard upgrades;

- sampling, testing, or lab fees;
- storage, demurrage, or quarantine;
- alternative disposal routing;
- rejection charges and any associated administrative/cancellation charges

Walsh Brothers will pass through all such costs to the Client.

Walsh Brothers will support communication between the Client and Disposal Partner, but does not accept responsibility for disputes arising from the waste's behaviour, composition, or declared information.

5. Cancellation, Withdrawal, and Demobilisation

Once a quotation is accepted, Walsh Brothers undertakes mobilisation activities including planning, scheduling, equipment preparation, labour allocation, and securing disposal capacity. These activities generate costs regardless of whether work proceeds.

5.1 Cancellation after acceptance but before mobilisation

A cancellation fee of up to 50% of the quoted job value applies.

5.2 Cancellation after mobilisation has begun (but before collection/delivery)

The Client will be liable for:

- all mobilisation costs;
- vehicle allocation, route planning, and labour scheduling;
- equipment preparation;
- disposal capacity reservation;
- administration/coordination time.

*In such cases, Walsh Brothers may, at its discretion, **charge up to 50% of the quoted job value.***

5.3 Cancellation or withdrawal after waste has been collected or delivered

Once waste has been collected by Walsh Brothers or delivered to any disposal partner facility, significant operational, transport, handling, and disposal-related costs will already have been incurred on behalf of the Client.

If the Client cancels or withdraws from the process at this stage:

- the Client will remain liable for all Disposal Partner charges, including (but not limited to) increased treatment or reclassification fees, additional testing, storage, demurrage, segregation, rejection, and any other fees imposed by the Disposal Partner; and
- the Client will be liable for all Walsh Brothers mobilisation, transport, handling, and administration costs incurred up to that point; and
- the Client will be charged a cancellation/demobilisation fee, which may, at Walsh Brothers' discretion, **be up to 50% of the quoted job value.**

Withdrawal from the disposal process does not reduce or negate these liabilities. All accrued charges must be settled in full before any waste can be returned, redirected, or otherwise released.

6. Direct Operational Services (On-Site Work)

Walsh Brothers provides a range of industrial and environmental services, including jetting, tank cleaning, interceptor cleaning, CCTV surveys, confined space entry, stand-by services, and emergency response.

The Client must ensure:

- safe, unobstructed access to the work area;
- accurate pre-site information and risk details;
- required permits and authorisations;
- suitable working conditions;
- an authorised site contact present;
- a safe and respectful working environment for Walsh Brothers personnel.

Where work cannot proceed due to Client factors, Walsh Brothers may charge:

- waiting time;
- abortive visit charges;
- stand-down costs;
- mobilisation and demobilisation.

Walsh Brothers may stop work if conditions become unsafe or non-compliant.

Zero-Tolerance Policy for Abuse or Unsafe Conduct

Walsh Brothers operates a strict zero-tolerance policy regarding the safety and wellbeing of its staff. If Walsh Brothers personnel are subjected to:

- abusive, threatening, aggressive, or intimidating behaviour;
- harassment, discriminatory language, or unacceptable conduct;
- unsafe or hostile site conditions created by the Client or third parties under the Client's control;

Walsh Brothers reserves the right to immediately withdraw personnel from site.

In such circumstances:

- full mobilisation, labour, and attendance charges will apply;

- abortive visit, stand-down, and demobilisation fees may be charged;
- further services may be refused at Walsh Brothers' discretion.

7. Travel Time and Mileage

Walsh Brothers calculates travel time from our operating base in Alloa to the Client's site and back again, unless otherwise stated in the quotation. Travel time reflects the operational requirement to mobilise and return vehicles, carry out any required equipment or tank cleaning, undertake disposal at our site where applicable, and return personnel safely and efficiently.

Where required, travel time also includes journeys to and from disposal facilities, authorised tipping points, or Walsh Brothers' own yard for the purposes of:

- discharging waste,
- tank or equipment cleaning,
- reloading,
- or preparing for subsequent movements.

Where disposal, tank cleaning, or equipment wash-out requires additional travel not included in the original quotation, this time may be chargeable.

Where applicable, travel time also includes journeys required to reach disposal facilities or authorised tipping points when these are not located on the Client's site.

Travel time may be quoted in advance where the service type and location are known. Where the duration cannot be accurately predicted, travel time will be charged based on the actual time taken.

Travel time may include, but is not limited to:

- Time travelled from Walsh Brothers' yard in Alloa to the Client's site
- Time travelled from the Client's site back to Walsh Brothers
- Time required to travel to and from disposal facilities, where applicable
- Travel between multiple Client locations where part of the same job
- Time spent navigating restricted routes, escorts, diversions, or access constraints
- Delays caused by site access issues, traffic restrictions, or Client-related factors
- Where travel time exceeds what was reasonably anticipated at the quotation stage, additional charges may apply.

Mileage or fuel surcharges may be applied where the quoted service includes long-distance travel (including ferry travel) or multiple disposal movements.

8. Evidence, Reporting, Photography and Marketing Use

Walsh Brothers may gather evidence during service delivery, including photographs, videos, written notes, and operational data, for the purposes of compliance, training, duty of care, and record keeping.

Non-identifiable images

Images that do **not** show identifiable client branding, personnel, or property may be used for:

- marketing;
- case studies;
- social media;
- promotional materials.

Identifiable images

Images that include identifiable client assets, branding, or personnel may be used

for marketing unless the Client advises otherwise. Walsh Brothers will not publish any image that contains confidential or commercially sensitive information.

9. Data Protection and Privacy

Walsh Brothers collects and processes Client information for:

- service delivery;
- regulatory compliance;
- invoicing and financial administration;
- duty-of-care documentation;
- operational planning and safety management.

Client data may be shared with:

- Disposal Partners;
- subcontractors;
- regulatory authorities (where legally required).

Walsh Brothers may contact Clients with service updates, compliance alerts, or relevant information. Marketing communications will be sent only where permitted, and Clients may opt out at any time.

Data is stored securely and processed in accordance with UK GDPR.

10. Pricing, Payment and Invoicing

Unless otherwise agreed:

- payment terms are **30 days** from invoice date;
- overdue invoices may incur statutory late payment interest and recovery costs;
- quotations are based on declared waste information and may change if waste characteristics change;
- prices exclude VAT unless stated.

Walsh Brothers may suspend services or withhold documentation if invoices remain unpaid.

11. Liability, Indemnity and Insurance

Walsh Brothers maintains appropriate insurance for its operations. However, its liability is limited as follows:

Walsh Brothers is not liable for:

- consequential or indirect losses;
- loss of profit or production downtime;
- costs arising from misdescribed waste;
- decisions, delays, or charges imposed by Disposal Partners;
- site conditions outside its control;
- contamination or hazards pre-existing on the Client's site.

The Client indemnifies Walsh Brothers against:

- losses arising from inaccurate or incomplete waste descriptions;
- environmental fines or penalties caused by misdescribed waste;
- additional costs incurred due to unsafe or non-compliant site conditions;
- any claims arising from hazardous characteristics unknown to Walsh Brothers.

Walsh Brothers' total liability is limited to the value of the service provided.

12. Governing Law

These Terms are governed by the laws of Scotland.

The Scottish courts have exclusive jurisdiction over any dispute.

13. Variation of Terms

Walsh Brothers may update these Terms periodically. Any revised Terms will apply from the date of publication.