



## GENERAL TERMS & CONDITIONS

When you (the person named on the order) place an order with us, we will do business with you under the following terms:

### **Prices**

Our prices can change according to the global market. These market changes happen every minute and our prices are reflected upon this.

### **Products**

We reserve the right to alter any details of products advertised without notice. We try our utmost to describe goods and services accurately; however, no responsibility will be accepted for error or mis-description and any resulting loss.

### **Availability**

We aim to keep enough stock so that we never run out. However, at times when there is unexpectedly high demand or supply issues, we may unfortunately run out. If this happens, we will endeavour to notify you as soon as possible.

### **Cancellation**

If you want to cancel the order, you should do so by phone and we will confirm whether we have been able to do this.

### **Payment**

All goods remain the property of Benfleet Scrap Co. Limited until paid for in full. In the event of Benfleet Scrap Co. needing to recover any outstanding monies using external agencies or solicitors, all costs and charges are bearable by the customer. Payment terms are net cash within 30 days from invoice date for approved accounts.

### **Unexpected circumstances**

If unexpected circumstances like strikes, wars, acts of terrorism or even small things like power cuts interfere with our business with you, we will do our best to keep things going. However, we will not be legally responsible for any failure which is due to these unexpected circumstances or any other situation outside our control.

### **Legal responsibility**

Nothing in these terms of business should affect your legal rights or limit our legal responsibility for death, personal injury or fraudulent misrepresentation resulting from our negligence, or any other liability which we cannot limit or exclude by law. (This includes our legal responsibility under section 2(3) of the Consumer Protection Act 1987.) We will not be legally responsible to you for any losses which both we and you could not expect at the time of you using our products or services. If you are a trade customer, we will not be legally responsible to you for any business losses.

## TERMS AND CONDITIONS FOR CONTAINER HIRE

By accepting our container you enter into the agreement for hire of containers and disposal of contents upon the following conditions:

- Customer' – The customer who is hiring the container
- 'Driver' – The Benfleet Scrap employed lorry driver
- 'Container' – Any container supplied by Benfleet Scrap for the use of waste removal including skips, bins and roll on roll offs

Benfleet Scrap will use their best endeavours to comply with customers' requirements but accept no responsibility or costs for failure to supply or any delay in supplying containers.



The customer shall direct the driver where to deposit or pick up the container, and where necessary the customer will provide additional room to enable this to occur in a safe manner.

Except as specifically otherwise agreed in writing, Benfleet Scrap shall be under no obligation to deposit the container elsewhere than on the customer's private property. The customer must have received written confirmation from the land owner or Management Company if a skip is to be left in a shared car park; the customer will be responsible for the skip whilst in their keeping.

The customer keeps Benfleet Scrap indemnified against any claim, demand or penalty arising out of the period of the skip on the site and which could not have been made had the skip not been placed on the site.

The customer shall reimburse the owner for any loss, damage, or harm to the owners' vehicle and or skips from whatever cause except fair wear and tear.

Benfleet scrap shall be under no liability whatsoever to the customer for any damage however caused whilst the driver is delivering, collecting or moving a container.

Customers ordering containers off the public road do so at their own risk. The customer will compensate Benfleet Scrap for any damage to the vehicle and/or the container.

The time allowed for depositing or picking up a skip is fifteen (15) minutes. If the delivery vehicle is kept waiting longer than this after arrival, the customer shall be liable for reasonable demurrage.

The customer shall not move the skip from the site that the skip is set down by the driver without written (including email and text messages) consent of Benfleet scrap.

The customer accepts that they are the waste producer and will ensure that no waste as listed on Schedule 1. of the Control of Pollution (Special Waste) Regulations and as indicated below will be placed in the container without the written consent of Benfleet scrap, this includes but is not limited to: asbestos; liquids; powders; sludges; wet wastes; solvents; oils; greases; batteries; Plasterboard; Tyres; containers holding or that held pressurised contents (e.g. gas containers including fire extinguishers); paint containers that are not completely empty; fridges or freezers; fluorescent tubes; potentially hazardous wood from pre-2007 buildings; or any item with hazardous properties. No fires are permitted in any of Benfleet Scrap's containers.

The container must not be overfilled; it cannot be filled higher than the sides and must not be overloaded with weight - call the Benfleet Scrap office for further advice.

Container hire is 14 days, except as specifically otherwise agreed in writing, the customer shall fill the skip within the period of hire and shall inform Benfleet Scrap in good time of its readiness for collection or replacement. For periods in excess of 14-days casual hire a charge may be made for each week or part thereof.

Benfleet Scrap shall ensure that the skip is clearly and indelibly marked with the name and telephone number or address of the company.

Except as specifically otherwise agreed in writing, Benfleet scrap agrees to dispose of the contents of the container.

Benfleet Scrap reserves the right not to collect waste if the customer's account is in arrears, due payment has not been received, or the container is unsuitable to be picked up by the driver.

Where possible, services will be arranged to suit the customer. If a scheduled delivery, exchange or collection is not made, the customer should advise Benfleet Scrap and a revised schedule will be arranged.

The driver will endeavour to obtain a signature for the service being provided if readily available; however, non-signature for any service carried out will not be recognized by Benfleet Scrap as a valid reason for non-payment of subsequent invoice.



Benfleet Scrap cannot accept any responsibility for any parking fines received whilst carrying out the service requested. Any fines received will be recharged back in full plus an administration charge to the customer.

### **TIPPING/WASTE DISPOSAL**

BENFLEET SCRAP CO LTD is registered with the Environment Agency as a waste carrier.

Customers using BENFLEET SCRAP CO LTD skips and containers remain the owner of the waste until all debts are paid or until the skip is collected. Non-adherence to the wastes allowed will mean the waste liability remains that of the hirer until the matter has been settled.

When tipping at BENFLEET SCRAP CO LTD sites, vehicles may only use such portions of the sites that are allocated to them at the time.

Only waste permitted under the waste permit/license or exemptions may be deposited on the sites. We do not accept any potentially hazardous wood from a pre-2007 building.

BENFLEET SCRAP CO LTD reserves the right to refuse any materials which it considers to be objectionable or unsuitable for deposit on the company's sites.

Material for deposit on our sites will only be accepted in line with the relevant law.

Customers must comply with health & safety rules of the Company when on site, particularly keeping to access roads and wearing of personal protective equipment

### **PURCHASE OF MATERIALS**

#### **Schedule**

To be delivered or the collection arranged within 14 calendar days from the date of the contract, unless otherwise agreed in writing by the buyer.

#### **Payment**

Invoices to be emailed to: [accounts@benfleetscrap.co.uk](mailto:accounts@benfleetscrap.co.uk) or mailed to: Accounts, Benfleet Scrap, Caxton House, Harvey Road, Burnt Mills Industrial Estate, Basildon, SS13 1QJ.

For non-account customers tickets are only valid for 6 months. If the ticket being claimed is older than 6 months payment will be void.

#### **Weights**

The seller should try to maximise weights when loading the buyers arranged transport and must respect, the weight restrictions of the roads when loading vehicles.

#### **Quality**

Material supplied by the seller must meet the agreed quality standard. The seller is responsible to, compensate the buyer for any losses, extra costs or claims due to the inferior quality of the supplied material.

#### **Damage**

The seller is responsible for any losses to the buyer resulting from poor loading or damage to the buyers arranged transport.

#### **Contamination**

Material supplied must be free from radio-active, dust/dirt and non-metallic, contaminated material in any form or any types of arms, ammunitions, mines, shells, cartridges or any other explosive materials in any form, either used or otherwise. If the material supplied, is found with any such contamination, then the seller will be

held responsible for all the consequences and liabilities. If any form of battery or sealed gas cylinder is found in material this will be chargeable.

**Demurrage**

The seller should load any of the buyers arranged transport within one hour of arrival.

**Force Majeure**

In case of force majeure (strike, lockout, riot, war, explosion, civil disturbances, military act, terrorist act, interruption to or lack of transportation, government regulations, action of court, or act of god, like frost, flood, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, famine, plague, epidemic like coronavirus, excessive sickness of personnel, each on an industry-wide, region-wide, nationwide or worldwide basis), irrespective of whether these circumstances affect us or our customers, we shall be released from all our obligations to perform under this contract.

**Agreement**

If the seller does not question the details of this contract, then upon further communications from the seller regarding the transaction, the seller is agreeing to all the terms within this contract. This contract is final agreement between us and will supersede all previous communications and correspondence related to this contract.

**Terms and Conditions**

This contract is subject to our general conditions mentioned on our website at <http://www.benfleetscrap.co.uk> By accepting a purchase contract, the supplier explicitly confirms having received and seen the general conditions which form an integral part of the agreement. As such, accepting this contract implies that the seller renounce in full the application of its own terms and conditions.

**SALE OF MATERIALS**

All materials are sold on the basis that the weight or quantity is as stated on the conveyance note. BENFLEET SCRAP CO LTD will not accept any responsibility further than the agreed incoterms.

Unless expressly agreed in writing, BENFLEET SCRAP CO LTD prices are for materials as stated on the quotation. Where the customer requires an alteration in the grade or type of material, or where it becomes necessary to supply from another source, an further charge may be made for any additional costs which may be incurred by BENFLEET SCRAP CO LTD.

Risk in the goods shall pass to the customer upon the delivery terms agreed, following normal legal duties.

**Goods Sold**

It is agreed that any information relating to the goods and their use, such as weights, dimensions, volume, colour, price, and other data contained in catalogues, leaflets circulars, newsletters, advertisements, price-lists of the Seller, shall not take effect as terms of the Contract unless expressly referred to in the Contract.

**Contract Price**

The price indicated under this clause (Contract price) includes any costs that are borne by the Seller according to this Contract. However, should the Seller have borne any costs which, according to this contract are payable by the Buyer (i.e., for international transportation or transportation insurance under EXW), such sums shall not be considered as having been included in the price under this clause and shall be reimbursed by the Buyer to the Seller. Unless otherwise agreed in writing, the price does not include VAT or other taxes, and is not subject to price adjustment.

**Delivery Terms**

Delivery of goods shall be done according to Incoterms 2010 rules. The rule and delivery place agreed between the Parties is Ex Works. To stress, under the Incoterms 2010 rules, EXW Ex Works Buyer is responsible for

arranging transportation, insuring, handling of all customs procedures and paying any related duties and taxes accordingly. Whereby Seller discharges all responsibilities/liabilities upon delivery of the goods at the prescribed place for collection by the Consignee/Buyer.

**Documents required from buyer/ and or their representative**

To apply Zero Vat rate, we will require the below documents, and within 3 months of delivery/collection date proof goods have been removed from England (UK). If not complied, current 20% vat rate will apply on your invoice(s), as per our UK Government HMRC ruling.

**Documentation**

Verified Gross Mass (VGM) Declaration document (if goods are shipped as a full container (FCL cargo), completed signed Bill of Lading after arrival at Destination, packing list document (e.g., sea freight packing), booking confirmation with Shipper, customs clearance confirmation (e.g., GDM -goods departed messages produced by NES electronically) from exporting country, certificate of shipment, insurance document, signed CMR by the consignee/importer, invoice for sea freight given to importer, EORI Certificate, company registration certificate, VAT registration certificate, company letter headed paper

**Documents required from Seller**

Proforma invoice, acknowledgement of payment receipt (upon request), delivery note, commercial invoice, and photographic evidence of loading of goods (upon request)

**General T&C's:**

1. Full B/L instructions must be provided prior to loading. Any changes to the shipper/consignee/notify party are subject to line approval, any additional costs arising from changes will be for the buyers account. Payment is effected by advance payment of bank transfer based on the proforma invoice. Any balances due once the commercial invoice is produced before delivery of goods
2. Claims: any weight disputes made whilst outside port authority perimeter fence will not be entertained. Claims will not be accepted unless or otherwise communicated to the seller "Benfleet Scrap co. Ltd", in writing within 24 hours of the container being opened, further to the clause we would require the below mentioned to be submitted: pictures of the container with Benfleet seal fully intact, pictures of the materials inside the container, pictures must be date and time stamped
3. Force majeure: in this agreement force majeure means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts or events beyond reasonable control of the party so prevented, including but not limited to act of god, riot, civil war, malicious damage, compliance with any law or government order, rule regulation or direction, accident, fire, flood or storm.
4. Declaration: Benfleet Scrap co. Ltd. ("seller") agrees to sell and the contractual "buyer" agrees to buy the material(s) specified in this contract, hereinafter the "goods" in the quantities and at the price(s) specified subject to the terms set forth in this contract. Based on visual inspection of the material, the consignment does not contain any type of arms, ammunition, mines, shells, cartridges, radioactive contamination or any other explosive material in any form, either used or unused.
5. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of England and Welsh courts.

**CAR COLLECTIONS**

Quotes for scrap vehicles are valid for 7 days and are for complete vehicles with no missing parts or components. We do not accept any EV or hybrid vehicles, any quotes sent in error are void.

**PRIVACY POLICY**

This Privacy Policy describes our policies on the collection, use, and disclosure of information about you in connection with your use of our services, including those offered through our websites, emails, and mobile applications (collectively, the "Service"). The terms "we", "us", and "Benfleet Scrap Co Ltd" refer to Benfleet Scrap Co Ltd, doing business as Benfleet Scrap Co Ltd in Essex. When you use the Service, you consent to our collection, use, and disclosure of information about you as described in this Privacy Policy. See our website for full details: [www.benfleetscrap.co.uk](http://www.benfleetscrap.co.uk)



#### **PAYMENT TERMS**

Payment due 30 days from invoice date (account customers only). For non-account customers, payment is due on or prior to delivery.