

Hague Plant Ltd - Terms and Conditions

1. Quote prices exclude VAT. VAT to be charged when applicable.
2. Quotes are only valid for 30 days unless specified.
3. Quotes are not fixed price quotations and may be varied without notice.
4. Services and goods offered are subject to availability of products and disposal site acceptance.
5. Payment terms are strictly 30-Days from date of invoice.
6. All goods supplied remain the property of Hague Plant Ltd until paid for in full.
7. In the event of non-payment Hague Plant Ltd shall be entitled to recover the goods and / or seek payment by any means. Such means to be paid in full by the customer.
8. Vehicles & Plant are hired to CPA Model Conditions.
9. Quotes shall be governed by English law and the English courts.
10. It is the customer's responsibility to ensure safe access and egress.
11. Any damage to vehicles, property or injury to third parties caused by unsuitable and / or negligent loading, unsuitable and / or negligent access and egress arrangements is the customer's risk, responsibility and liability.
12. Neither Hague Plant Ltd nor driver and / or its employees / representatives can be held responsible for any damage whilst under instructions from the customer or the customer's customers.
13. Competent banksman must be provided by the customer directly or indirectly when necessary.
14. Any damage or injury to vehicles, property or third parties caused by following any banksman is the customer's risk, responsibility and liability.
15. Travelling time "**Travel**" is charged as working.
16. 10 minutes is allowed for loading and unloading of Tipper Lorries, 20 minutes for Grab Lorries. Any additional time loading and unloading "**Waiting Time**" will incur charges.
17. Quoted rates such as, but not limited to **Spoil, Clay, Hardcore** and **Tarmac** are subject to the Disposal Site assessment and approval. Any surcharge to be determined once the load has been assessed.
18. Part-load material deliveries are subject to an un-carried surcharge.
19. All certification provided are only to be used as a guide for specification and are not relied on as a guarantee of consistency. If using Incinerator Bottom Ash Aggregate (IBAA) the Regulatory Position Statement (RPS) must be reviewed before use to ensure you comply with the IBAA use. Details can be found on Gov.uk. Before using IBAA outside of the recognised RPS you shall inform Hague Plant Ltd in writing as the IBAA may have to be treated as waste. Hague Plant Ltd strongly advises you follow the RPS.
20. Once goods have been off loaded / delivered it is taken as they are accepted and cannot be returned or refunded unless agreed in writing within 24 hours of delivery.
21. **Wasted Journey** and / or **Aborted Journey** will incur charges.
22. Products that are rejected by the customer for being out of specification must be verified by a UKAS accredited laboratory within 24 hours of being rejected.
23. For the purpose of our quotes and any work undertaken in connection to them, the following definitions apply.
 - **Soil** – Inorganic Sand and Silt that may combined together or on their own.
 - **Clay** - Inorganic Clay on its own or combined with Sand and or Silt.
 - **Organic** – Plant and tree remains including timber, living organisms and their excretions.
 - **Plastic** – Material derived from organic polymers.
 - **Foreign** – Material and or Properties not described at the rate.
 - **Wet** – Exudes between fingers and or can be moulded by light finger pressure.
 - **Hazardous substances "Haz"**- Properties that might make it harmful to human health or the environment.
24. Mixed loads of the below rates will be charged at the higher rate of one of the above, i.e. if a load is made up of concrete lumps and soils it will be charged at the Soils and Stones "**Spoil**" rate not the Concrete and Bricks "**Hardcore**" rate. Loads that are **Wet** and / or contain **Organic** material, **Plastic** material and or other **Foreign** material may incur a surcharge to be determined once the load has been assessed. This is usually at the place of disposal.
*Rates Definitions - Soils and Stones "**Spoil**", Clay and Stones "**Clay**", Concrete and / or Bricks "**Hardcore**", Bituminous Mixtures excluding Coal Tar "**Tarmac**".*
25. Rates exclude disposal of **Hazardous Substances** unless otherwise stated.