MR Services (Essex) Limited – Terms and Conditions ("Conditions")

MR Services (Essex) Ltd ("We", "Us" or "Our") have created these Conditions to define how we offer, sell or allow You to use Our Products and Sites.

Please review these Conditions regularly as we may modify them from time to time. It is Your responsibility to check whether these Conditions have been revised. These Conditions were last revised on 25th January 2012.

Departure from these Conditions shall be without prejudice and with the irrevocable right to demand the said Conditions are immediately and strictly adhered to.

The Conditions apply to:

A. all financial and non-financial offers, agreements or transactions between You and Us
B. usage and permission to use all Sites owned and operated by Us

1. Interpretation

In these Conditions:

1.1. "Aggregate" means Sands, Sub-bases, Tarmac, Stones, Soils, Landscaping Products and/or other bulk material.

1.2. "Communications" means on-line, off-line and telephone/fax communication of any means between You and Us.

1.3. "Conditions" means these Terms and Conditions.

1.4. "Grabtrucks" means a vehicle or vehicles made for the purpose of loading, un-loading and transporting bulk Rubbish, Muckaway, Aggregate or other suitable material.

1.5. "Muckaway" means inert un-contaminated construction waste, such as Rubble, Soil, Sub-Soils and Clay.

1.6. "Products" means products and services supplied by Us, including but not limited to, Grabtrucks, Waste Skips and Aggregate.

1.7. "Restricted Material" means Fridges/Freezers, Tyres, Paint Cans, TVs/Monitors, Asbestos, Clinical/Medical Waste, Florescent Tubes, Solvents, Liquids, Oil, Batteries, Plasterboard to a max of 10% of load, Hazardous/Toxic Material, Gas Cylinders

1.8. "Rubbish" means but is not limited too waste materials such as Wood, Cardboard, Paper, Plastic, Metals, Textiles and Plasterboards.

1.9. "Site Address" means the address which you have instructed us to attend in order that we can provide our Products.

1.10. "Sites" means the websites known as mrservicesessex.co.uk, grabandskiphire.co.uk and all other websites owned and operated by Us.

1.11. "You" or "Your" means an individual or corporate entity or un-incorporated entity.

1.12. "Waste Skip" or "Waste Skips" mean metal containers that We provide for You to load with your Waste Material.

2. Provision of our Products

2.1. We agree to provide You with Our Products in accordance with these Conditions.

2.2. Products will be provided on an "as is" and "as available" basis. We cannot guarantee that the Products will be provided fault-free and We do not undertake or warrant that the Products will be free from defects or available.

2.3. We may temporarily suspend Products either partially or completely for any reason. We will restore Products as soon as reasonably practicable after a suspension. We will not be liable to You for any loss which You incur as a result of any such suspension.

2.4. Waste Skips are provided for a maximum hire period of 28 days. Thereafter, We reserve the right to charge for further 28 day periods of hire at the original hire rate.

2.5. The operators of our Grabtrucks are permitted a maximum of 30 minutes to load Our vehicle from arrival at the Site Address. Further loading time will be charged at the prevailing waiting time rates.

2.6. Our Grabtrucks load capacity and weight is strictly governed by the Vehicle Operators Services Agency (VOSA) and Our Grabtrucks will only be loaded to the maximum weight permissible for each individual vehicle.

2.7. The pages contained in our Sites may contain technical inaccuracies and typographical errors. The information in our Sites pages may be updated from time to time and may at times be out of date. We accept no responsibility for keeping the information in these pages up to date or liability for any failure to do so.

2.8. The information contained in the material in the Sites is only for information purposes. The material on this site does not constitute advice and You should not rely on any material on such Sites to make (or refrain from making) any decision or take (or refrain from taking) any action.

2.9. Upon receipt and or provision of Our Products, You are required to examine whether the Products are of reasonable standard to those requested. Should they not be of a reasonable standard, You should notify Us in writing without delay and in any case within fourteen days of receipt.

3. Use of Our Products

3.1. You warrant and undertake to Us that:

3.1.1. Your Rubbish or Muckaway is of such a nature that the regulations issued by the Secretary of State under the Environmental Protection Act 1990 (hereinafter called "the Act") in force on the date of the removal exempt the material being removed under the provisions of the Act; or

3.1.2. That the required notice has been served under the provisions of Section 3(1) of the Act on the required Authorities in the form required by Section 3(2) of the Act covering the removed of Rubbish or Muckaway.

3.1.3. Waste Skips are only loaded to a level load

3.1.4. No fire shall be lit within a Waste Skip at any time.

3.1.5. No Restricted Material will be placed in our Waste Skips or loaded onto our Grabtrucks.

3.1.6. In the event that you instruct us to remove Rubbish or Muckaway with Our Grabtrucks and upon arriving at the Site Address your load is a combination of Rubbish and Muckaway, we will do so at the prevailing Heavy Mixed Waste rate and your instruction to us will be amended accordingly.

3.1.7. We reserve the right to charge a cancelled booking charge at the prevailing rate, regardless of whether or not we have attended Your Site Address for any bookings cancelled with less then 24 hours notice.

3.1.8. Access will be freely available for the placement of our Waste Skips to the side of Our vehicles and/or any Products to be delivered or collected by Our Grabtrucks will be within safe reach of the lifting equipment fitted to such vehicle.

3.1.9. They shall remain liable for any damage sustained to our Waste Skip whilst at Your site address (Fair wear and tear excepted), regardless of whether We have been requested to remove the Waste Skip from the Site Address.

3.1.10. In the event that you instruct our vehicles and or their equipment to leave the Public Highway in order to provide our Products You will reimburse Us in full for any loss, costs, claims, damages or expenses We or You may thereby sustain whether it is a result of damage to Our Products, Your property or the Site Address, including damage to the road margins and pavements.

3.1.11. Whilst providing our Products to You, You will remain liable for any loss, costs, claims, damages or expenses We or You may thereby sustain whether it is a result of damage to Our Products, Your property or the Site Address, including damage to the road margins, pavements and/or overhead obstructions.

3.1.12. When a Waste Skip is ordered to be placed on the Public Highway, You are required to obtain the necessary permission of the Highway Authority as required under Section 139 Highways Act 1980 (Skip permit obtained). You may request Us to obtain this on your behalf, but will remain liable for ensuring adequate permission is obtained for the entire duration that Our Waste Skip is at the delivery site.

3.1.13. You will not remove the Waste Skip from the place where it is deposited without first obtaining Our written permission and/or the permission of the Highways Authority in the event of it is deposited on the Public Highway.

3.1.14. In the event that you instruct us to deliver our Products, including Waste Skips to a position on the Public Highway (including grass verges, footpaths, pavements, or anywhere else where damage to property or injury to third parties is reasonably foreseeable), You will, unless specifically otherwise agreed in writing provide three marker cones by day (More if deemed required in order to provide a clear marker) and a minimum of three cones plus adequate warning lights during the hours of darkness as required by the Highways Act 1980.

3.2. You may only download, use, reproduce and print materials appearing on Our Sites and/or Products for Your own personal, non-commercial purposes and where explicitly permitted.

4. Rate and Payment Terms

4.1. The rates of Our Products offered are stated in British Pounds and are exclusive of VAT, unless explicitly stated otherwise.

4.2. Payment should be made without discount, compensation or delay and in any event within thirty days of the invoice date, unless agreed otherwise in writing. Products and the rights/title to them, remain Our property until payment has been made.

4.3. We reserve the right to charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

4.4. A late payment charge of £10 may be applied per month per invoice exceeding 60 days.

4.5. An administration fee of £20 will be charged on any cheque that is referred to drawer

4.6. By using your credit account you will be deemed to have agreed to our terms

5. Liability

5.1. In performing any obligation under these Conditions, our duty is only to exercise reasonable care and skill of a competent provider of such Products and Sites.

5.2. We shall not be liable for any damages, including without limitation, indirect or consequential damages, howsoever arising out of Your use of Our Sites and/or Products or in respect of any of Your actions or omissions taken in reliance on any of the advice or information contained in such Products or Sites or any site to which Our Sites are linked.

5.3. Nothing in these Conditions limits our liability for death or personal injury resulting from our negligence.

5.4. We are not liable for any failure to perform any of our obligations under these Conditions caused by matters beyond our reasonable control.

6. Indemnity

6.1. You shall indemnify and hold us harmless from all losses, liabilities, costs and expenses in connection with any claim by any third party with respect to any alleged or actual infringement of copyright, trademark, Service mark or any other proprietary rights or any false or misleading statements or breach of advertising standards resulting from the use of Our Products by You. This clause shall survive termination of this agreement for any reason whatsoever.

7. Privacy & Security of Personal Information

7.1. We may use and hold Your personal information as described in our Privacy Policy.

8. Intellectual property rights

8.1. All rights, including copyright, in the content of Our Products and/or Sites from time to time are owned or controlled for these purposes by Us.

8.2. All trade marks, names, and logos are the proprietary marks of us or of our associated companies. Marks identifying third parties are owned or licensed by those third parties or their associated companies. Nothing in these terms and conditions in any way confers on You any licence or right under any trade marks, names or logos.

9. Assignment

9.1. You are not allowed to transfer or attempt to transfer this agreement in whole or in part to any other Person.

10. Matters beyond our reasonable control

10.1. If We are unable to provide Products because of something beyond our reasonable control such as technical failure, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind (whether or not involving our employees), We will not be liable for this.

11. Jurisdiction

11.1. This agreement is governed by English Law, and both You and We submit to the non-exclusive jurisdiction of the English courts.