

1. General

These Terms & Conditions apply to all services and material supply provided by Penfold Verrall Ltd or HGS Southern Ltd unless otherwise agreed in writing. By accepting our quotation or instructing us to proceed, the customer agrees to be bound by these Terms in full.

2. Scope of Services

Penfold Verrall Ltd operates primarily in the areas of:

- Bulk earthworks, site preparation, and muck away
- Waste soil disposal (uncontaminated, inert, non-hazardous, hazardous)
- Restoration of quarries and landfill sites
- Advice on waste classification based on experience (note: we are not qualified to provide formal or legally binding classification services)
- Soil recovery and reuse under CL:AIRE DoWCoP
- Supply of primary and recycled aggregates
- Plant hire
- Heavy haulage low loader services

HGS Southern Ltd operates primarily in the areas of:

- Grab muck away (non-hazardous and inert waste removal)
 - Supply of primary and recycled aggregates
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3. Waste Soil Classification & Disposal

- Waste classification is the legal responsibility of the waste producer under the Environmental Protection Act 1990 and associated guidance (including WM3 and the Duty of Care Code of Practice).
 - While we may provide guidance or assess site investigation data to assist with classification (e.g. uncontaminated, inert, non-hazardous, hazardous), our assessments are advisory only and not legally binding.
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3. Waste Soil Classification & Disposal (continued)

- Quotes are based on the information provided at the time of pricing and may be revised if site conditions, test results, or material characteristics indicate a different classification.
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4. CL:AIRE DoWCoP Reuse

- Where material is intended to be reused under the CL:AIRE Definition of Waste Code of Practice (DoWCoP), the quotation assumes the site investigation confirms suitability for direct transfer.
 - All CL:AIRE documentation, including the Materials Management Plan (MMP) and Qualified Person (QP) Declaration, will be prepared and submitted by Penfold Verrall unless otherwise stated.
 - Fees for CL:AIRE submission are included in our quoted rates unless otherwise specified.
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5. Working Hours & Site Access

- Bulk muck away is quoted on the assumption that site access and loading can begin no later than 08:00 and continue until at least 16:00. Where access restrictions (e.g. school drop-off/pick-up windows) impact load productivity, revised rates may apply unless otherwise agreed. If access restrictions reduce expected daily output, rates may be revised accordingly.
 - Plant hire quoted “per day” is based on a 10-hour working day. If the customer operates a shorter working day, the full day rate still applies. Additional hours beyond 10 will be charged pro-rata unless otherwise agreed.
 - Earthworks contracting quotes assume a minimum working window of 10 hours per day. If shorter working windows are to be applied, thus impacting productivity, revised rates may apply unless otherwise agreed.
 - Standing time for operated plant will be charged at two-thirds ($\frac{2}{3}$) of the standard daily hire rate unless otherwise agreed. This applies in earthworks contracting and plant hire where delays are not caused by the Company and prevent the machine or operator from working as intended.
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5. Working Hours & Site Access (continued)

- The customer is responsible for providing safe and suitable access for vehicles and plant. If access is deemed unsafe or unsuitable, our drivers may refuse to proceed, and delays or return charges may apply.
- Any vehicle ordered off the public highway is done so entirely at the customer's own risk. The Company accepts no liability for damage to underground services, surfaces, structures, or the vehicle itself.
- The Company does not consider verges, footpaths, or private driveways to form part of the adopted highway. Where vehicles are instructed to leave the public road, this is done entirely at the customer's risk. Any damage or recovery costs arising are the customer's responsibility.
- Waiting time is chargeable after the first 15 minutes delay onsite, as follows:
 - Tipper lorries: £70.00 per hour
 - Grab lorries: £75.00 per hour
 - Low loaders: £80.00 per hour
 - Road sweepers: £35.00 per hour

6. Plant Hire & Excavation Services

- Any hired plant remains the responsibility of the customer from the time of delivery until it is off-hired and collected. Damage, misuse, or loss occurring during this period will be chargeable unless caused by Company negligence.
- The Company accepts no liability for damage to underground services unless the customer has clearly and accurately marked their position before work begins.
- The Company reserves the right to refuse to carry out excavation or earthworks operations where ground conditions, obstructions, or site safety standards are deemed unsuitable.

Earthworks Contracting: Where the Company undertakes excavation or earthworks as a contractor, it will exercise oversight of its own operations, including means and methods of working. The Company will ensure that its activities are compliant with site safety procedures, environmental standards, and good industry practice, while the customer retains overall responsibility for site-wide safety, environmental compliance, and coordination with other trades or contractors.

6. Plant Hire & Excavation Services (continued)

Plant Hire (Operated or Self-Drive): Where plant is hired to the customer, with or without an operator, the customer is responsible for its use, safety, and method of working. Operators supplied by the Company will work under the customer direction and control while on site.

7. Low Loader Transport – RHA Conditions of Carriage

- All low loader transport services are carried out under Road Haulage Association (RHA) Conditions of Carriage.
 - Any machinery or equipment transported by our low loader is covered under our Goods in Transit policy. This cover is limited in accordance with RHA terms and does not provide full replacement value but aligns with standard industry practice.
 - The customer must ensure that the plant or equipment is in a safe and loadable condition (e.g. tracks dug out, cleaned, and free from loose panels or projections).
 - Loading and unloading areas must be safely accessible for the size and type of vehicle.
 - All necessary permits or movement notices will be arranged by the Company; however, the customer must provide sufficient statutory notice in advance to enable this.
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8. Load Sizes & Material Supply

- Material supply is based on full loads (18-tonne loads for tipper lorries and 15.5-tonne loads for grab lorries), unless otherwise stated.
 - Prices quoted “per load” refer to 8-wheel trucks (both tipper and grab lorries) unless otherwise specified.
 - Supply is subject to availability.
 - Part-load or restricted access deliveries may incur additional charges.
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9. Non-Conforming Waste & Rejected Loads

- Loads containing non-conforming waste or those not matching the agreed classification (e.g. unexpected materials such as timber, plastic, concrete, green waste, overly wet material, or mixed contamination) will be rejected and returned to site. A wasted journey charge will apply.
 - Revised pricing will be issued based on the correct classification and disposal route.
 - The Company accepts no liability for costs, delays, or disruptions arising from rejected or misclassified loads unless due to our proven negligence.
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10. Coal Tar and Tarmac Waste

- The customer is responsible for arranging testing of any suspected coal tar tarmac prior to removal.
 - Hazardous waste will not be accepted without prior agreement.
 - Bitumen-bound tarmac (EWC 17 03 02) may be accepted subject to approval.
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11. Aborted Loads

- Orders aborted on arrival may incur a full wasted journey charge and any standing or return costs applicable.
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12. Insurance – Contracting, Operated Plant & Haulage

- **Self-Drive Plant Hire:** Where plant is hired without an operator, the customer shall maintain adequate insurance to cover loss, theft, damage, and third-party liability relating to the hired equipment. The Company reserves the right to request evidence of such insurance at any time.
 - **Operated Plant, Contracting & Haulage:** Where the Company provides an operator (e.g. for plant hire, earthworks, or low loader transport), the Company shall maintain appropriate insurance for its personnel and equipment. The customer remains responsible for providing a safe working environment, including adequate site insurance and cover for third-party risks.
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13. Provisional Bookings

Provisional bookings are held until midday the day before delivery. If no confirmation is received, the booking will be released without notice. Same-day provisional orders are not accepted.

14. Payment Terms

- Where prices have been fixed or held for a stated period (e.g. 30, 60, or 90 days), this is done in good faith based on known cost structures at the time. The Company reserves the right to withdraw or revise any agreed rates in the event of significant changes in fuel prices, material costs, disposal rates, taxes, or other external factors beyond our control.
 - All prices quoted are exclusive of VAT, which will be charged at the applicable rate.
 - Payment must be received in full before we attend site unless a credit account is in place.
 - When a credit account is issued, payment terms are strictly 30 days nett from the date of invoice unless explicitly agreed otherwise in writing.
 - Late payments may incur interest at 2% per calendar month.
 - The Company reserves the right to suspend services for overdue accounts.
 - The Company reserves the right to return any waste loads that have not been paid for, and any associated costs will be the responsibility of the Client.
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15. Risk, Title & Liability

- While the Company will always endeavour to meet productivity targets (e.g. number of loads per day or tonnage moved), performance is subject to site conditions, access, weather, operational constraints, equipment availability, staff availability, and other factors beyond our reasonable control. The Company shall not be held liable for failure to achieve any stated or implied performance targets in such circumstances.
 - Risk in all materials passes to the Client upon delivery.
 - Title to materials remains with the Company until full payment is received.
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15. Risk, Title & Liability (continued)

- The Company’s liability is limited to the value of affected goods or services. We do not accept liability for consequential or indirect losses unless due to our proven negligence.
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16. Force Majeure

The Company will not be liable for failure to perform any obligation due to circumstances beyond our control, including but not limited to strikes, equipment failure, fuel shortages, adverse weather, or legal restrictions.

For clarity, periods of sustained heavy rainfall or adverse weather that result in waterlogged sites, unsuitable tipping conditions, or unsafe access shall be considered force majeure events. Delays or cancellations caused by these conditions will not be the responsibility of the Company.

17. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the English courts.
