

**BY PLACING AN ORDER WITH GREEN BUILD ENVIRONMENTAL LTD YOU ARE CONFIRMING THAT YOU HAVE READ AND ACKNOWLEDGED ALL OF THE BELOW TERMS AND CONDITIONS AND FULLY ADHERE TO THEM. THERE IS NO FORMAL ACCOUNT APPLICATION FORM PROCESS AS WE CREDIT INSURE ALL OF OUR DEBTS AND SO USE THEIR INTERNAL CREDIT REPORTS AS OUR GUIDELINE FOR YOUR LIMIT.**

## **1. DEFINITIONS**

1.1 "Us"/ "We"/ "Our" means Green Build Environmental means Green Build Environmental Ltd

1.2 "The Client" means the company which has ordered the Grab Lorries, Tipper Lorries, Aggregates, Recycled Aggregates or Muck Away

1.3 "Site" means the location where the Aggregates, Grab Lorries or Tipper Lorries are going to be used, and also the Muck Away is going to be taken from

1.4 "Muck Away" means any form of excavated material / waste that is deemed to not be required from site and we have been asked to remove via Grab Lorry and/or Tipper Lorry

1.5 "Deleterious Matter Content "means Wood, Plastic, Paper, Glass, Grass, Porcelain, Tiles, Ceramics, Roots, Leaves, etc.

1.6 "Part Load" means when a site has ordered anything less than a full Tipper or Grab load

## **2. AGGREGATE, RECYCLED AGGREGATES & MUCK AWAY QUOTATIONS**

2.1 We reserve our right to withdraw our quotation at any point before a written order has been received

## **3. SITE & ACCESS**

3.1 It is the responsibility of the client to ensure that there is sufficient access for all lorries ordered this includes moving any parked cars that could be blocking access points

3.2 It is the responsibility of the client to inform us, in advance, of any changes to site conditions and access restrictions or time restrictions

## **4. DAMAGE TO SITE AND/OR ACCESS**

4.1 It is the responsibility of the client to ensure that there is sufficient access for any Lorry's, Plant or Equipment so as to cause no superficial damage to the ground, particularly in wet weather

## **5. WAITING TIME CHARGES**

5.1 Waiting Time is charge at £70 per hour pro rata after the first 30 minutes, which is free

## **6. WASTED JOURNEY CHARGES**

6.1 Wasted Journeys are charged at haulage and a half

## **7. PARTLOAD CHARGES**

7.1 We may decide to charge for uncarried weight if a site orders anything less than a full load

## **8. RECYCLED AGGREGATES**

8.1 Recycled Aggregates are strictly subject to availability and we will accept no liability and/or counter charges if site have only allowed for the use of recycled aggregates at their time of pricing the works or if the aggregate is not available

8.2 Recycled Aggregates are a variable product and therefore we accept no liability if recycled aggregates are not consistent in terms of size of aggregate and/or deleterious matter content

8.3 Recycled Aggregates are tested at source and so we accept no liability for any recycled aggregates that fail any on site tests undertaken in any form

8.4 It is the responsibility of the client to ensure that they apply the correct moisture when using Recycled Aggregates as this may impact on site test results – which, as per 8.3, we accept no liability for failures on

## **9. QUARRIED AGGREGATES**

9.1 Quarried Aggregates are strictly subject to availability and we will accept no liability and/or counter charges for delays caused by material not being available

9.2 Quarried Aggregates are tested at source and so we accept no liability for any quarried aggregates that fail on site tests

## **10. GRADING CERTIFICATION REQUEST**

10.1 Grading's are available upon request [enquiries@greenbuildenvironmental.com](mailto:enquiries@greenbuildenvironmental.com)

## **11. TIP LICENCE REQUEST**

11.1 Tip licences are available upon request [enquiries@greenbuildenvironmental.com](mailto:enquiries@greenbuildenvironmental.com)

## **12. MUCK AWAY**

12.1 Muck Away is a service that is subject to availability and so we accept no liability and/or counter charges if there are delays to projects/contracts because orders could not be fulfilled by us

12.2 Unless agreed in writing prior to the receiving of a written order, under no circumstances do we undertake "all risk" or "lump sum" or "contract" works

12.3 We submit all quotations based on current tip prices so reserve our right to renegotiate the rate at any given point during the job in the case of tip increases being imposed on us

12.4 All Muck Away quotes are priced on a "per load" basis meaning that we will charge the agreed "per load" rate for each and every signed waste transfer note/ticket that is signed for on site – we accept no liability and/or counter charges if the volume of material removed exceeds the allowances made by a client during their tender/live negotiations

12.5 It is the responsibility of the client to ensure they are satisfied that all loads which leave site in a Tipper or Grab lorry are safely loaded and do not exceed the legal weight that each respective vehicle can carry – we accept no liability and/or counter charges that are caused by the tonnage/volume which leaves a site/project once the waste transfer note/ticket has been signed and the Tipper/Grab lorry has left site

12.6 It is the responsibility of the client to ensure that the material being removed does not have any visual contaminants or deleterious matter included, and is as per the soil report provided, or the verbal duty of care description given in instances where a report was not available

12.7 It is the responsibility of the client to ensure that they are satisfied with the description on the waste transfer note/ticket – we do not accept liability for any queries against descriptions of loads after they have been removed from site

12.8 It is the responsibility of the client to ensure they have ticked the relevant EWC code on the waste transfer note/ticket before the Tipper Lorry/Grab Lorry leaves the site

12.9 Not all disposal facilities are legally obliged to produce physical disposal/tip tickets by the Environment Agency and so in instances where Muck Away is disposed of at one of these facilities we will aim to obtain a letter confirming the relevant waste transfer note/ticket numbers were disposed of at the particular disposal facility in question

### **13 – TOP SOIL**

13.1 Top Soil is strictly subject to availability and we will accept no liability and/or counter charges for delays caused by material not being available

13.2 Top Soil is tested at source and so we accept no liability for any material that fails on site tests

13.3 It is the responsibility of the client to provide any specifications that they have been issued with prior to any deliveries taking place

13.4 It is the responsibility of the client to request grading and chemical data prior to any deliveries taking place – we accept no liability and/or counter charges after deliveries have taken place

### **14 – SCREENED SOIL**

14.1 Screened Soil comes with no certification whatsoever owing to it being produced as a bi product from a number of different sources of muck away and so we accept no liability and/or counter charges if a client uses Screened Soil as a cheap alternative and the material fails any test

### **15 – PAYMENT TERMS**

15.1 - We credit insure all of our debts and so if an account is approaching the limit we reserve the right to request on account payments or place the account on immediate stop

15.2 - All invoices have been purchased by, and assigned to, ABN AMRO Commercial Finance, who is solely entitled to receive payment

15.3 - Unless agreed in writing prior to a delivery/collection taking place we operate a strict 30 days from end of month invoiced policy

15.4 - If overdue accounts are passed onto external debt collectors, we reserve the right to pass on our costs associated with using their services

### **16 INVOICE QUERIES**

16.1 - Invoice queries and request for credits must be raised in writing within 7 days of receipt of invoice

16.2 - All queries must be emailed to [accounts@greenbuildenvironmental.com](mailto:accounts@greenbuildenvironmental.com)

16.3 - Any queries raised outside of this time, or to any other email address, may be rejected