

## TERMS AND CONDITIONS OF HAULAGE

### MODIFIED CPA TERMS AND CONDITIONS APPLY IN ADDITION TO THIS

- 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.
- 2) 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.
- 3) 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
- 4) 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:  
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.
- 5) 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.
- 6) 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.
- 7) 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
- 8) Where there are differing waste streams on site as noted against a PO it is the sites requirements to confirm prior to removal what classification is to be removed. We can accept no queries on this matter once the Waste Transfer Note has been signed and the load removed from site
- 9) We accept no liability for any damage caused if customer(s) ask for the vehicle to be taken off the public highway. The customer shall also provide and clearly indicate to our driver a SAFE route FROM THE PUBLIC HIGHWAY to the point of discharge and the customer shall indemnify us, our servants and agents for any damage or injury resulting from any failure to do so.
- 10) Customers ordering vehicles off the public road do so entirely on their own responsibility. We cannot accept responsibility for any damage caused by our vehicles while delivering to your site. All materials delivered to site remain the property of the Vendor until paid in full.
- 11) Customer warrants that all the requirements of the Deposit of Poisonous Waste Act 1972, Environmental Act 1990 and subsequent Regulations are complied with.

- 12) Hazardous wastes are not permitted unless previously agreed with L Lynch Plant Hire & Haulage Ltd. (hereinafter called Lynch) and that the required notices have all been served under the provisions of the Act.
- 13) The customer will conform with all statutory enactments and regulations and bye-laws and regulations of local or other statutory authorities which apply to the Equipment or the Waste to be disposed of, and in particular will ensure that any permission required to be obtained from the Highway Authority is obtained (as per Highways Act 1971)
- 14) Customers requesting or ordering vehicles delivering or collecting containers to leave the public highway shall reimburse us in respect of any loss, costs, claims, damages or expenses we may thereby sustain whether as a result of damage to the vehicles themselves or the property of customers or third parties but so that we remain liable in respect of any negligence on the part of ourselves or our employees.
- 15) If the customer fails to make any payment in full by the due date, Lynch shall be entitled to terminate the Contract forthwith and recover oil loss or damage resulting from termination.
- 16) During the Hire Period the Customer shall make good to Lynch all loss of or damage to the Equipment (fair wear and tear excepted)
- 17) Lynch shall be entitled to refuse to deal with any material not previously described as waste by the Customer for collection by lynch {and as agreed by lynch) or which falls outside the terms of its waste carriers license, which can be made available by lynch, and any such material shall be moved at the liability and cost of the Customer.
- 18) If the Customer shall be in breach of these terms and conditions lynch shall at its opinion be entitled to terminate this Conti-ad forthwith and recover all loss or damage resulting to lynch including loss of profit or other consequential loss. If the Contract is terminated under this Condition all sums to L Lynch Plant Hire & Haulage Ltd. under the Agreement shall become payable immediately.
- 19) To Customer's Authorised Agents, Representatives or Responsible Persons signing our tickets. Please read the ticket fully and inspect material, agreeing quantity, quality and that everything is to your satisfaction before signing the receipt/ticket note. We regret we cannot under any circumstances entertain any claims concerning quantity or quality once the vehicle has left the site and a clear signature has been given.
- 20) All services rendered are according to customer requests. Quality and other technical specification should be checked by the customer from suppliers of lynch in advance of work being carried out. Prices quoted may vary according to the specification and/or quality of services rendered.
- 21) Consequential losses cannot be accepted by Lynch.

Full CPA modified Terms and conditions are provided upon request or from [Our Website](#)