RIG ROSELAND SKIP HIRE TERMS AND CONDITIONS

These Terms and Conditions apply to all skip hire services provided by **RIG Corp Ltd** trading as **RIG Roseland** or such other **RIG Roseland Ltd** trading entity as is stated on the quotation, order confirmation or invoice.
These Terms and Conditions, together with any Quotation, booking confirmation, credit account application, personal guarantee and any other document expressly incorporated by reference, constitute the entire agreement between the parties in relation to the Services. No oral statement, representation or agreement will vary these Terms and Conditions unless confirmed in writing by an authorised representative of RIG Roseland. Nothing in this paragraph limits liability for fraud or fraudulent misrepresentation or any statutory rights of a Consumer.
By placing an order for skip hire, the Customer accepts these Terms and Conditions.

1. Definitions

In these Terms and Conditions:
"RIG Roseland", "we", "us" or "our" means RIG Corp Ltd trading as RIG Roseland, or the relevant RIG Roseland trading entity stated on the quotation, order confirmation or invoice.
"Customer", "Hirer", "you" or "your" means the person, business, contractor, organisation or site representative placing the order for skip hire and includes a Business Customer or a Consumer, as applicable.
"Business Customer" means a Customer acting for purposes wholly or mainly within their trade, business, craft or profession.
"Consumer" means an individual acting for purposes wholly or mainly outside their trade, business, craft or profession.
"Equipment" means any skip, container, enclosed skip, vehicle, plant or related equipment supplied by RIG Roseland.
"Skip" means the container supplied by RIG Roseland for the temporary storage and collection of waste.
"Services" means the delivery, hire, exchange, collection, transport, handling, recycling, recovery or disposal of waste in connection with skip hire.
"Site" means the address, property, land, highway or location where the skip is to be delivered, placed, exchanged or collected.
"Waste" means the materials placed in the skip by or on behalf of the Customer.
"Quotation" means the price, proposal, booking confirmation or other written offer issued by RIG Roseland.
"Hire Period" means the agreed period of hire stated on the quotation, booking confirmation or invoice.
"Working Day" means Monday to Friday, excluding bank and public holidays in England.
"Waste Transfer Note" means the document or electronic record required for the lawful transfer of controlled waste.

2. Skip Sizes Available

RIG Roseland supplies the following skip sizes:

- **6-yard skip**
- **8-yard skip**

- **12-yard skip**
- **12-yard enclosed skip**

Skip sizes are approximate and refer to the internal waste capacity of the container. The Customer must select a skip size suitable for the type, volume and weight of waste being produced.

The 12-yard enclosed skip is suitable where waste needs to be contained, restricted or protected from unauthorised access, subject to the waste type being agreed at the time of booking.

3. Waste Categories Available

RIG Roseland may provide skips for the following waste categories:

1. Soil and stone
2. Concrete and rubble
3. Mixed waste
4. Plasterboard
5. Wood
6. Green waste

The Customer must accurately declare the waste type at the time of booking. The price quoted is based on the waste category declared by the Customer.

Unless agreed in writing by RIG Roseland, waste streams must not be mixed. Where a skip is booked for a specific waste category, only that waste type may be placed in the skip, unless agreed in writing by RIG Roseland.

Loads must be safe for transport; the Customer must not overload the skip by weight or volume. The load must be level and be no higher than the fill line. No greedy boards to be used. RIG Roseland may refuse collection of an overweight or unsafe skip and charge for any wasted journey, waiting time, return visit or remedial work required.

4. Soil and Stone Skips

Soil and stone skips are for clean, inert soil, subsoil, stone and naturally occurring excavation material only.
The following must not be placed in a soil and stone skip unless agreed in writing by RIG Roseland:

- General mixed waste
- Plasterboard or gypsum-based material
- Wood, plastic, metal, carpet or packaging
- Green waste, roots or tree stumps
- Tarmac or asphalt

- Contaminated soil
- Soil containing oils, fuels, chemicals or odours
- Asbestos or suspected asbestos-containing material
- Japanese knotweed or other invasive plant material
- Hazardous or non-permitted waste

RIG Roseland may request waste classification, analysis, soil testing or supporting information before accepting soil and stone waste.

If the material is found to be contaminated, misdescribed or unsuitable, the Customer will be responsible for all additional testing, transport, handling, disposal, rejection and administration charges.

5. Concrete and Rubble Skips

Concrete and rubble skips are for clean concrete, bricks, blocks, tiles, ceramics and rubble only.
The following must not be placed in a concrete and rubble skip unless agreed in writing by RIG Roseland:

- Soil or clay
- Mixed waste
- Plasterboard
- Wood, plastic, packaging or insulation
- Metal contamination beyond minor incidental reinforcement
- Tarmac or asphalt
- Wet concrete, wet screed or liquid cement
- Hazardous or contaminated materials

6. Mixed Waste Skips

Mixed waste skips are for general non-hazardous waste, typically from household, commercial, construction or clearance activities.

Mixed waste may include general non-hazardous items such as packaging, plastics, metals, timber, fixtures, fittings and other acceptable light waste, subject to RIG Roseland's approval.

The following must not be placed in a mixed waste skip unless RIG Roseland has agreed in writing and quoted separately:

- Asbestos or suspected asbestos-containing materials
- Excessive plasterboard or gypsum-based waste, see below for details.
- Soil and stone

- Wet concrete, wet screed or liquid cement
- Fridges, freezers or cooling equipment
- TVs, monitors or electrical equipment
- Batteries
- Gas bottles, pressurised containers or fire extinguishers
- Paint, oil, fuel, solvents, adhesives or liquid waste
- Chemicals, pesticides or hazardous containers
- Fluorescent tubes or lamps
- Tyres
- Food waste
- Medical or clinical waste
- Animal waste
- Large quantities of carpet, underlay, vinyl flooring, insulation or roofing felt
- Upholstered domestic seating or other POPs waste, including sofas, armchairs, padded dining chairs, office chairs or similar items
- Creosote-treated wood, railway sleepers, telegraph poles or other Grade D wood
- Any hazardous, toxic, explosive, flammable, noxious or offensive material
- Fiberglass products and materials

A maximum of 5% by weight of the skip's permitted included weight may consist of plasterboard or other gypsum-based material. Any permitted plasterboard must be kept separate from the general waste, placed on top of the load and remain fully below the skip's fill line.

Where the amount of plasterboard exceeds this allowance, the Customer must request a separate plasterboard dumpy bag or dedicated plasterboard skip. Additional charges may apply where plasterboard exceeds the permitted allowance, is mixed throughout the load or has not been presented in accordance with this clause.

If prohibited or chargeable materials are placed in a mixed waste skip, additional charges will apply. RIG Roseland may reject the load, return the waste to the Site, arrange specialist disposal, or charge the Customer for the full cost of handling, separation, treatment, disposal, administration and transport.

7. Plasterboard Skips

Plasterboard must be kept separate from other waste. Plasterboard, gypsum board and other gypsum-based materials must not be placed in mixed waste, soil and stone, concrete and rubble, wood or green waste skips.

Plasterboard skips are for clean, dry plasterboard and gypsum-based boards only.
The following must not be placed in a plasterboard skip unless agreed in writing by RIG Roseland:

- Mixed construction waste
- Insulation
- Timber
- Metal
- Tiles
- Soil
- Food waste
- Wet or heavily contaminated plasterboard
- Hazardous or non-permitted waste

If plasterboard is placed in the wrong skip or contaminated with other materials, the Customer will be responsible for any additional charges.

8. Wood Skips

Wood skips are for acceptable non-hazardous wood waste only, such as untreated timber, clean timber offcuts, pallets, crates, boards and similar wood-based materials, subject to RIG Roseland's approval.

The following must not be placed in a wood skip unless agreed in writing by RIG Roseland:

- Creosote-treated wood
- Railway sleepers
- Telegraph poles
- Wood containing tar, oil, chemical treatment or hazardous coatings
- Wood contaminated with asbestos, plasterboard, soil, rubble, metal or general waste
- Large tree stumps, roots or green waste
- Mixed waste
- Hazardous or non-permitted waste

RIG Roseland reserves the right to classify wood waste and apply additional charges where the wood is treated, contaminated, misdescribed or unsuitable for the agreed disposal route.

9. Green Waste Skips

Green waste skips are for compostable garden and vegetation waste only, such as grass cuttings, hedge trimmings, leaves, small branches and plant material.

The following must not be placed in a green waste skip unless agreed in writing by RIG Roseland:

- Soil, turf with excessive soil, stones or rubble
- Tree stumps, large roots or oversized branches

- Treated timber, fencing, pallets or wood waste
- Plastic bags, pots, trays or packaging
- Food waste
- Animal bedding or animal waste
- Japanese knotweed or other invasive plant material
- Mixed waste
- Hazardous or non-permitted waste

If green waste is contaminated, RIG Roseland may charge the load as mixed waste or apply additional handling and disposal charges.

10. Prohibited Waste

The following items must not be placed in any skip unless RIG Roseland has agreed in writing and provided a specific quotation:

- Asbestos or suspected asbestos-containing materials
- Batteries
- Chemicals
- Paint, oil, fuel, solvents, adhesives or liquid waste
- Fluorescent tubes and lamps
- Fridges and freezers
- TVs, monitors and electrical equipment
- Gas bottles and pressurised containers
- Fire extinguishers
- Tyres
- Medical, clinical or sanitary waste
- Food waste
- Animal carcasses or animal waste
- Explosives, ammunition or flammable substances
- Hazardous containers or containers displaying hazard symbols
- Wet concrete, wet screed or liquid cement
- Upholstered domestic seating and POPs waste
- Creosote-treated wood, sleepers and telegraph poles
- Japanese knotweed or other invasive species
- Any waste that is hazardous, toxic, poisonous, explosive, flammable, corrosive, noxious or otherwise unsuitable

If any prohibited waste is found in the skip, the Customer will be responsible for all costs arising, including but not limited to quarantine, testing, sorting, reclassification, reloading, transport, specialist disposal, administration, regulatory compliance and any rejected load charges.

11. Customer Duty of Care

The Customer is responsible for accurately describing the waste and ensuring that only waste matching the agreed waste category is placed in the skip.

The Customer must comply with all applicable waste legislation, including the legal duty of care for waste. Where required, the Customer must provide accurate information for the Waste Transfer Note, including the waste description, source of waste, relevant List of Waste code where applicable, site address and waste producer details. The Customer must ensure that the waste is properly contained, safely loaded and suitable for transport, recycling, recovery or disposal.

RIG Roseland may refuse to collect or accept any skip where the waste is misdescribed, contaminated, unsafe, hazardous, overloaded or not in accordance with these Terms and Conditions.

12. Waste Transfer Notes

A Waste Transfer Note, season ticket, invoice or equivalent legal document may be completed for the transfer of waste.

The Customer must ensure that all information provided is accurate and complete. Where the Customer is a business, contractor or organisation, the Customer must ensure that the correct business details and waste details are provided. If the waste does not match the description provided, RIG Roseland may apply additional charges or refuse the load.

13. Booking and Quotations

All quotations are based on the information provided by the Customer at the time of booking, including:

- Skip size
- Waste type
- Site location
- Access requirements
- Hire period
- Delivery and collection requirements
- Whether the skip is to be placed on private land or the public highway

RIG Roseland reserves the right to amend the price where the information provided is inaccurate, incomplete or changes after the quotation is issued.

A booking is not confirmed until accepted by RIG Roseland.

14. Prices and Payment

Prices are as stated on the quotation, booking confirmation, website, price list or invoice.
Unless otherwise stated, prices are exclusive of VAT.

Payment is due in accordance with the quotation, booking confirmation or agreed account terms. Non-account customers may be required to pay in full before delivery.

RIG Roseland may withhold delivery, collection, exchange or further services where payment is overdue.
Where the Customer is a Business Customer and an invoice is not paid by its due date, RIG Roseland may charge statutory interest, fixed compensation and reasonable debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and related legislation, as amended or replaced from time to time. Statutory interest accrues daily at the rate applicable from time to time, currently 8 percentage points above the relevant Bank of England reference rate, from the due date until payment in full, whether before or after judgment. Where another contractual remedy has been expressly agreed in writing, that remedy will apply to the extent permitted by law.
RIG Roseland may make the opening, continuation or increase of a trade account conditional upon one or more directors, members, partners, proprietors or other principals signing a separate personal guarantee and, where required, indemnity in a form acceptable to RIG Roseland. No individual becomes personally liable merely by accepting these Terms and Conditions on behalf of a limited company; personal liability arises only under a valid separately signed guarantee or other written agreement.

RIG Roseland reserves the right to charge additional fees for:

- Overweight skips
- Overfilled skips
- Contaminated loads
- Incorrect waste descriptions
- Prohibited waste
- Waiting time
- Wasted journeys
- Failed collections
- Failed deliveries
- Additional hire
- Additional transport
- Specialist handling or disposal
- Damage to skips or equipment

- Permits, lighting, cones or highway requirements
- Out-of-hours or urgent services

15. Hire Period, Collection Requests and Abandoned Skips

The standard hire period will be confirmed at the time of booking.
The Customer must provide at least one Working Day's notice when requesting collection or exchange, unless a different notice period has been agreed in writing. Requested dates and times are estimates only, and same-day collection or exchange cannot be guaranteed.

The Customer is responsible for requesting collection within the agreed hire period. Additional hire charges may apply if the skip remains on Site beyond the agreed hire period.
If the Skip remains on Site after the Hire Period, or RIG Roseland is unable to contact the Customer after making reasonable attempts, RIG Roseland may treat the Skip as remaining on unauthorised or abandoned hire for operational purposes and may arrange its recovery. The Customer remains responsible for additional hire, waiting time, wasted journeys and reasonable recovery costs until the Skip is recovered, subject to applicable consumer law.

RIG Roseland may collect the skip at the end of the agreed hire period without further notice, unless an extension has been agreed.

No refund will be given where the Customer finishes with the skip earlier than the agreed hire period.

16. Delivery, Access, Placement and Driver Decisions

The Customer must provide safe, clear and suitable access for delivery, exchange and collection.

The Customer must ensure that:

- The access road is suitable for a skip vehicle
- There is sufficient space for the vehicle to manoeuvre
- The ground is firm, level and suitable for the skip
- The delivery area is free from obstructions
- Overhead cables, trees, roofs, walls, gates, vehicles and other hazards are identified
- A responsible person is available on Site where required
- RIG Roseland is informed of any restricted access before delivery

RIG Roseland's drivers or other authorised personnel may take photographs or video immediately before, during or after delivery, placement, exchange or collection. These records may show the Site, access route, ground conditions, Skip condition, placement, surrounding property, waste contents, loading level, contamination, obstructions or other relevant circumstances and may be relied upon as evidence in relation to safety, access, damage, overfilling,

contamination, service completion or any dispute.

RIG Roseland's driver may refuse to deliver, place, exchange or collect a skip if they consider the access, ground conditions, location or load to be unsafe or unsuitable.
The driver's reasonable decision at the Site regarding immediate safety, access, ground conditions, placement, loading, transportability, exchange or collection is final for operational purposes. The driver is not required to follow any instruction they reasonably consider unsafe, unlawful or likely to damage property, vehicles or Equipment. This does not prevent the Customer from raising a complaint afterwards and does not limit any statutory rights of a Consumer.

If delivery or collection cannot be completed due to access restrictions, obstruction, unsafe conditions, overloading, contamination or incorrect information provided by the Customer, RIG Roseland may charge for a wasted journey, waiting time and any return visit.

17. Placement Off the Public Highway

Where the Customer asks RIG Roseland to place a skip on private land, a driveway, yard, field, lane or other area off the public highway, the Customer does so at their own risk.

RIG Roseland will not be liable for damage to driveways, paving, kerbs, walls, underground services, lawns, verges, private roads, drains, covers, surfaces or property unless caused by RIG Roseland's negligence.

The Customer is responsible for confirming that the location is suitable for the weight of the vehicle, the skip and the waste.

The Customer shall indemnify RIG Roseland against any claims, losses, damage or costs arising from the Customer's instruction to access or place equipment off the public highway.

18. Skips on the Public Highway

If a skip is to be placed on a public highway, road, verge or other public area, a skip permit or license may be required from the relevant local authority.

The Customer must tell RIG Roseland at the time of booking if the skip is to be placed anywhere other than private land.

Where applicable, the Customer is responsible for obtaining and maintaining all necessary permits, licenses, permissions, lights, cones, markings and safety measures, unless RIG Roseland has expressly agreed in writing to arrange these.

The Customer is responsible for complying with all permit conditions throughout the hire period.

RIG Roseland may refuse to place a skip on the public highway where the correct permit or safety requirements are not in place.

19. Loading the Skip

The Customer must load the skip safely and evenly.

The skip must not be filled above the top edge or sides of the skip. Waste must not protrude from the skip.

The Customer must not overload the skip by weight. Heavy waste, including soil, stone, concrete and rubble, must only be loaded in suitable skip sizes and quantities.

Every Skip is subject to the legal gross vehicle weight, axle-weight and safe lifting limits of the vehicle and Equipment used for delivery and collection. The permitted payload therefore varies according to the Skip, vehicle, waste density, loading distribution, route and operating conditions. The Customer has no right to fill a Skip to its top edge with dense material merely because space remains available.

RIG Roseland may specify a maximum payload, loading depth or lower fill level for soil, stone, concrete, rubble or any other heavy waste. The Customer must follow any instructions given at booking or by the driver and must contact RIG Roseland before loading unusually heavy material. RIG Roseland may rely on vehicle weighing systems, weighbridge records or other reasonable evidence when determining whether a Skip is overweight.

RIG Roseland may refuse to collect an overloaded, overfilled or unsafe skip. The Customer will be responsible for removing excess waste and for any wasted journey, waiting time, return visit or additional hire charges.

20. Safety and Use of Equipment

The Customer must:

- Use the skip only for the agreed purpose
- Keep the skip at the agreed Site
- Not move or reposition the skip without RIG Roseland’s written consent
- Not light fires in or near the skip
- Not burn waste in the skip
- Not interfere with, alter, paint, mark, damage, remove, cover, obscure or deface any serial number, safety notice, sticker, logo, signage or branding on the Skip
- Not attach or apply any sign, sticker, advertisement, branding or other material to the Skip without RIG Roseland’s prior written consent
- Not allow children or unauthorised persons to play in or around the skip
- Not place hazardous, prohibited or unsuitable waste in the skip

- Keep the area around the skip safe and accessible
- Notify RIG Roseland immediately of any damage, incident, theft or safety concern

RIG Roseland may remove any unauthorised sign, sticker, advertisement, coating or other material, and the Customer will be responsible for reasonable cleaning, repair, replacement and loss-of-use costs arising from the unauthorised alteration.

The Customer is responsible for the skip from the time it is delivered until it is collected by RIG Roseland.

21. Ownership, Recovery, Damage, Loss or Theft

All Skips and Equipment remain at all times the sole legal and beneficial property of RIG Roseland. The Customer acquires no legal, equitable, proprietary or beneficial interest in them and has no lien, right of retention, title, security interest or other right over them.

The Customer must not sell, assign, sub-hire, lend, pledge, charge, encumber, dispose of or otherwise deal with any Skip or Equipment, and must not allow any third party to do so.

Upon expiry of the Hire Period, termination, non-payment, breach of these Terms and Conditions, misuse, abandonment or any other entitlement to recover the Equipment, RIG Roseland may arrange collection and recovery. To the extent legally permitted, the Customer authorises RIG Roseland and its employees, contractors and agents to enter the Site or other land under the Customer's control at reasonable times, with reasonable notice where practicable, solely to inspect or recover the Equipment. The Customer must obtain any necessary landowner or occupier permission and provide safe access.

Nothing in these Terms and Conditions authorises forced entry, entry into a dwelling without lawful permission, or any act that would breach the peace or otherwise be unlawful. RIG Roseland may instead seek an injunction, delivery-up order or any other lawful remedy, and may recover its reasonable enforcement and recovery costs from a Business Customer where legally permitted.

The Customer is responsible for any loss, theft or damage to the skip or equipment while it is on hire, except where caused by RIG Roseland's negligence.

Damage may include, but is not limited to:

- Fire damage
- Impact damage
- Mechanical damage
- Graffiti or unauthorised markings

- Damage caused by moving the skip
- Damage caused by prohibited or corrosive waste
- Damage caused by overloading

RIG Roseland may charge the Customer for repair, cleaning, replacement or loss of use.

22. Waiting Time and Wasted Journeys

The Customer must ensure that the skip can be delivered, exchanged or collected without delay.

Waiting time may be charged where RIG Roseland's vehicle is delayed on Site due to access restrictions, obstruction, site rules, unavailable personnel, unsafe loads, incorrect waste, payment issues or any other matter outside RIG Roseland's control.

A wasted journey charge may apply where RIG Roseland attempts delivery, exchange or collection but cannot complete the service.

23. Cancellations and Amendments

The Customer must notify RIG Roseland as soon as possible if they wish to cancel or amend a booking.

Cancellations or amendments made less than 24 hours before the agreed delivery, exchange or collection may incur a charge.

If RIG Roseland has already incurred costs, dispatched a vehicle, arranged a permit or allocated equipment, the Customer may be liable for those costs.

24. Delays

Delivery and collection times are estimates only. RIG Roseland will use reasonable efforts to meet agreed dates and times but shall not be liable for delays caused by traffic, weather, breakdown, accidents, labour shortages, site restrictions, permit issues, regulatory requirements or events outside its reasonable control.

25. Right to Refuse Service

RIG Roseland may refuse to deliver, exchange, collect, transport, process or dispose of waste where:

- The Site is unsafe or inaccessible
- The skip is overloaded or overfilled
- The waste is misdescribed
- The skip contains prohibited waste

- The waste is hazardous or suspected to be hazardous
- The Customer has failed to pay
- Required permits or safety measures are not in place
- The service would breach legislation, permit conditions or duty-of-care requirements
- RIG Roseland reasonably considers the service unsafe, unlawful or unsuitable

26. Additional Charges for Contamination

If the skip contains waste outside the agreed category, RIG Roseland may apply additional charges.
Examples include:

- Soil or rubble in a mixed waste skip
- Plasterboard in any skip other than a dedicated plasterboard skip
- Food waste in any skip
- POPs seating in a mixed waste skip
- Asbestos or suspected asbestos in any skip
- Hazardous containers or liquid waste in any skip
- Green waste contaminated with soil, rubble, plastic or general waste
- Wood contaminated with treated timber, sleepers or hazardous material

Where contamination affects the whole load, RIG Roseland may charge the full load at the relevant higher disposal rate.

27. Customer Indemnity and Environmental Liability

The Customer shall indemnify RIG Roseland against all claims, costs, losses, damages, penalties, fines, proceedings, expenses and liabilities arising from:

- Incorrect waste description
- Prohibited or hazardous waste placed in the skip
- Overloading or unsafe loading
- Damage to the skip or equipment
- Damage caused by the Customer's instruction on placement
- Failure to obtain permits or comply with highway requirements
- Breach of waste duty-of-care obligations
- Acts or omissions of the Customer, their employees, contractors, tenants, visitors or agents
- Any investigation, notice, enforcement action, suspension, restriction, prosecution, penalty, fine, charge or cost imposed or incurred by the Environment Agency, a local authority, disposal facility operator or any other

regulator or competent authority because Waste was misdescribed, prohibited, hazardous, contaminated or otherwise supplied in breach of these Terms and Conditions

- Testing, sampling, quarantine, segregation, reloading, transport, storage, clean-up, remediation, monitoring, permit compliance, legal, professional or specialist disposal costs arising from such Waste or breach
- Third-party claims for personal injury, property damage, environmental harm, nuisance, contamination, clean-up or economic loss arising from Waste misdescription or the Customer's breach, negligence or unlawful act

The indemnity in this clause applies only to the extent that the relevant claim, cost, loss or liability was caused or contributed to by the Customer or a person for whom the Customer is responsible. Where the Customer is a Consumer, this clause applies only to the extent that it is fair, lawful and reflects reasonably foreseeable loss caused by the Consumer's breach or negligence.

28. RIG Roseland Responsibilities

RIG Roseland will:

- Provide suitable equipment for the agreed service, subject to availability
- Use reasonable skill and care in delivering, collecting and handling skips
- Transport waste using authorised vehicles and appropriate waste documentation
- Manage waste in accordance with applicable legislation and permit requirements
- Use reasonable efforts to recycle or recover waste where practicable

RIG Roseland is not responsible for waste placed in the skip by third parties while the skip is under the Customer's control.

29. Limitation of Liability

Nothing in these Terms and Conditions limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability that cannot legally be excluded.
Subject to the above, RIG Roseland shall not be liable for:

- Indirect or consequential loss
- Loss of profit, business, revenue, contracts or goodwill
- Delay outside its reasonable control
- Damage arising from the Customer's chosen skip location
- Damage caused by unsuitable access or ground conditions
- Costs arising from prohibited, contaminated or misdescribed waste
- Loss caused by the Customer's failure to comply with these Terms and Conditions

Where the Customer is a Consumer, this clause is subject to clause 33 and does not exclude or restrict any liability, right or remedy that cannot lawfully be excluded or restricted.

30. Force Majeure

RIG Roseland shall not be liable for any failure or delay caused by circumstances outside its reasonable control, including but not limited to extreme weather, road closures, breakdown, fire, flood, accident, strike or other industrial action, labour shortage, fuel shortage, regulatory intervention, disposal, recycling or treatment facility closure or disruption, industrial action affecting any such facility, plant failure, supply chain disruption, permit suspension, variation or revocation, or any restriction, direction, prohibition or requirement imposed by the Environment Agency, a local authority or another regulator or competent authority.

31. Termination

RIG Roseland may terminate the hire or collect the skip where:

- The Customer breaches these Terms and Conditions
- Payment is overdue
- The skip is being misused
- The waste is unsafe, prohibited or misdescribed
- The Site becomes unsafe or inaccessible
- RIG Roseland is required to remove the skip by a local authority, police, regulator or landowner

Termination does not affect RIG Roseland's right to recover any charges or costs incurred.
On termination, the recovery and access provisions in clause 21 apply. Hire and other charges may continue until the Skip is made safely available and recovered, and the Customer remains liable for any reasonable costs arising from the breach or termination.

32. Data, Records and Photographs

RIG Roseland may retain records relating to bookings, waste transfer notes, invoices, site details, communications, permits, service records, photographs and video for legal, accounting, operational, safety, evidential and compliance purposes. Any personal data contained in those records will be processed in accordance with applicable data protection law and RIG Roseland's privacy information.

33. Consumer Customers

Where the Customer is a Consumer, these Terms and Conditions apply subject to the Consumer Rights Act 2015 and all other mandatory consumer law. Nothing in these Terms and Conditions excludes or restricts any right or remedy that cannot lawfully be excluded or restricted. RIG Roseland will perform the Services with reasonable care and skill. Where a Consumer enters into a distance contract or an off-premises contract and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, the Consumer will normally have 14 days after the day the contract is made in which to cancel. The Consumer may cancel by making a clear statement to RIG Roseland using the contact details shown in these Terms and Conditions. RIG Roseland will provide the prescribed pre-contract information and a model cancellation form or equivalent cancellation instructions where required.

If the Consumer asks RIG Roseland to begin delivery, hire or other Services during the cancellation period, the Consumer expressly requests early performance. If the Consumer then cancels after performance has begun, RIG Roseland may charge a proportionate amount for Services supplied up to cancellation where permitted by law. The cancellation right may be lost once the Services have been fully performed where the Consumer made the express request and gave the acknowledgment required by law.
Any cancellation, waiting time, wasted journey, failed service, contamination, recovery, damage or additional hire charge applied to a Consumer must be reasonable, transparent and proportionate to the costs or losses caused.
Clauses concerning indemnities, driver decisions, entry and recovery, limitation of liability and dispute resolution apply to a Consumer only to the extent that they are fair and lawful.

34. Amendments and Written Variations

RIG Roseland may amend these Terms and Conditions from time to time, including where required to reflect changes in legislation, waste regulation, disposal routes, permit conditions or operational requirements.

The Terms and Conditions in force at the time of booking shall apply unless otherwise agreed in writing. RIG Roseland will not apply a later amendment to an existing Consumer contract where doing so would be unfair or would reduce mandatory consumer rights.
No variation, waiver or additional promise is binding unless recorded in writing and approved by an authorised representative of RIG Roseland. A failure or delay in exercising any right does not waive that right.

35. Governing Law, Mediation and Jurisdiction

These Terms and Conditions and any non-contractual obligations arising from them shall be governed by and interpreted in accordance with the laws of England and Wales.
The parties should first raise any dispute with the other party and use reasonable efforts to resolve it in good faith.
Where appropriate, RIG Roseland and a Business Customer should consider mediation before commencing court proceedings. Mediation is not required before proceedings for an undisputed debt, urgent interim relief, protection of a limitation period, recovery of Equipment or where mediation would not be appropriate.
A Consumer may use any available alternative dispute resolution procedure but is not required to do so, and the Consumer's right to bring court proceedings is unaffected.
Subject to any mandatory consumer jurisdiction rules, the parties submit to the jurisdiction of the courts of England and Wales.

36. Important Customer Reminder

Before placing waste in a skip, the Customer must ensure:

- The correct skip has been ordered for the waste type
- The skip is not overfilled
- The skip is not overloaded
- No prohibited waste is placed in the skip
- Plasterboard is kept separate

- Soil and stone are clean and inert
- Public highway permits are in place where required
- RIG Roseland is contacted before placing any unusual, hazardous, heavy or specialist waste in the skip
- Collection or exchange is requested at least one Working Day in advance, unless otherwise agreed
- Any maximum payload, loading depth or lower fill-level instruction given by RIG Roseland is followed

If in doubt, the Customer must contact RIG Roseland