

Terms and Conditions

Just A Wasteman is a waste carrier with a licence number (licence number). We provide a Man & van rubbish clearance. The terms & conditions of each service are set out below

A MAN & VAN RUBBISH CLEARANCE

1. BASIS OF SALE

These Terms and Conditions set out the whole agreement between you and us for the supply of our MAN & VAN RUBBISH CLEARANCE SERVICE, to the exclusion of all other terms and conditions.

Where a quote is provided with us without viewing the waste, we cannot guarantee the given price; until our driver arrives and is able to assess the waste. At times waste may not be visible in photos or items missing in a description and this can cause a variation in the quotation originally given. By accepting the provisional quote this will form the basis of a contract created between us whether by telephone, email or via the online booking process.

Where we need to visit the site of the waste, there will be a contract formed until a quotation has been accepted, whether by telephone or email. This will be a quote given on waste seen, if anything changes to the waste after acceptance on quotation, the amount will be amended and work will not begin until such an agreement is accepted by yourselves.

2. PROVISION OF SERVICES

Unless prevented by a Force Majeure Event, we will provide our service with reasonable care and skill.

We will ensure that every effort to undertake the clearance on the date and at any time agreed but there may be delays due to circumstances beyond our control. In this case, we will inform you and, if necessary, arrange a revised date as soon as reasonably possible.

Where an estimated time of arrival is given, this is a guideline and is not a guarantee of time to collect waste, if circumstances beyond our control arise.

You are to provide our drivers/removal persons with free and safe access to the premises from where the rubbish is to be removed. You must notify us of any special circumstances which may be relevant to our quotation, including any access issues or limitation to parking and if parking is free, if any items are large or heavy, if the clearance involves working at height, if the rubbish is secured or loose, if any reasons would cause a halt to the rubbish can be cleared. If notification is not provided by you to us on such special circumstances, or any information or instruction you provide us with is incomplete or inaccurate, we reserve the right to make an additional charge to cover any extra work or costs that are required or, if we are unable to fulfil the clearance, a Wasted Journey Fee in accordance with section 4, clause 2 below, will be charged.

You confirm that you have the full authority for us to collect and dispose of the rubbish. You shall indemnify us from and against any cost or expense we suffer or incur from any third party as a result of you not having the authority for us to clear the rubbish.

If we detect or suspect there may be any asbestos or other hazardous or dangerous substances or materials on site we may vacate the premises, and will not be responsible for further clearance and disposal. In such an event, you shall still be fully liable to pay for our attendance and for any waste already removed. If we need to appoint an expert to remove such materials already loaded onto our vans, we reserve the right to charge you, if at the time of removal, we were unaware of any asbestos or other hazardous or dangerous substances or materials contained in any items or materials removed.

Any sharp or dangerous objects like knives and broken glass should be separately stored in an appropriate container by you before we arrive for the clearance. Under no circumstances should sharp objects be stored in bags. This requirement is for the safety of our waste removers.

3. PRICE AND PAYMENT

All prices are subject to VAT.

Payment must be made before time of the clearance unless a later payment date has been agreed in advance in writing. In the event payment is not made, any waste collected may be returned to the producer.

4. CANCELLATIONS, WASTED JOURNEYS AND CHARGES

If you are contracting as a “consumer”, in accordance with the Consumer Contracts (Information’s, Cancellation and Additional Charges) Regulations 2013, you may cancel your clearance at any time within 14 days of booking provided we have not started to provide the service. To exercise the statutory right of cancellation, you must provide us with written notice.

If are unable to complete the clearance because of an act or omission by you, when we arrive on site (e.g., we cannot gain access to the waste; or you cancel the service despite the collection size being the same as booked), you fail to inform us the waste has already been removed or there are is no access, we will refund you all monies paid less a wasted journey charge of £25 (including VAT) (‘Wasted Journey Fee’) towards our administrative expenses, fuel and labour spent in attending site.

If an item is too large to fit through the doorways and requires dismantling, we will assess if this is possible before attempting the work, if dismantling is needed an extra charge will be added to cover the time extra required to do so. If after dismantling we are still unable to remove the item, then we are not under any obligation to reassemble the item. However, we will endeavour to explore every possible way to remove said item before leaving without it.

Our basic rates include an amount of time (according to the size of the collection) for the removal team to clear your waste once on site. This time allowance is referred to as a Labour Costs. Where a clearance takes longer than the Labour Costs, an additional charge for labour may be applied. When the driver is on site then an assessment will be made and you will be informed before work is started.

5. LIMITATION OF LIABILITY

This clause does not exclude or limit in any way our liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

Subject to para 5(1), we shall not be liable to you, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract. Our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the price of our services under the contract in question.

We cannot guarantee no damage to property will occur during the clearance. You should inspect the working area once our clearance is complete and notify the removal team of any damage before they leave the site. Any such damage must also be notified in writing to Just A Wasteman within 7 days of completion of the site clearance. We will not accept liability for any damage that is not notified to us within this time. If on arrival the removal team notices any damage before they start work, they will inform us and we will require photo evidence.

6. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under these Terms caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private telecommunications networks.

Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

7. TERMINATION

We may terminate the arrangement between us at any time. Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

8. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

9. NOTICES

All notices sent by you to us must be sent to us at (our address) or email to (Our Email). We may give notice to you at either the email or postal address you provide to us at the time of booking. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email that the email was sent to the specified email address of the addressee.

10. DATA PROTECTION

We will use the personal information you provide to us in accordance with our Privacy Policy.

11. GENERAL

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts