

DR7 LTD

Standard Terms and Conditions — Grab Hire Services

Version 1.0 | Effective March 2025

Company Registration No. 15701744 | VAT No. GB 491090981

These Terms apply to all grab hire, aggregate delivery, and waste collection services provided by DR7 Ltd. By placing an order for Services you confirm that you have read, understood, and agree to be bound by these Terms. These Terms are intended for business customers. If you are a consumer, please contact us before placing an order.

1. Definitions

In these Terms:

"Business Day" means any day other than a Saturday, Sunday, or public holiday in England and Wales.

"Company" means DR7 Ltd (Company Registration No. 15701744), whose registered office is at Unit 1 Gatehead Mill, Delph New Road, Delph, Oldham, OL3 5DB.

"Customer" means the person, firm, or company that places an order for Services with the Company.

"Goods" means any aggregates, sand, gravel, crushed stone, recycled or primary materials, or other bulk materials delivered by the Company.

"Insolvency Event" means the making of an administration order or appointment of an administrator; the passing of a resolution for winding-up or presentation of a petition for winding-up; the appointment of a receiver, administrative receiver, or manager over any asset; entry into any voluntary arrangement, scheme of arrangement, moratorium, or composition with creditors; an inability to pay debts within the meaning of Section 123 of the Insolvency Act 1986; or any analogous process in any jurisdiction.

"Services" means grab hire, waste collection, aggregate delivery, and any associated haulage services provided by the Company under these Terms.

"Terms" means these Standard Terms and Conditions as amended by the Company from time to time.

"Waste" means any material presented by the Customer for collection that constitutes waste within the meaning of the Environmental Protection Act 1990.

2. Basis of Contract

2.1 These Terms apply to all contracts for Services between the Company and the Customer and supersede any terms the Customer may propose. No variation to these Terms shall be effective unless agreed in writing by a director of the Company.

2.2 A contract is formed when the Company issues a written or emailed order confirmation, or commences fulfilment of the Customer's order. The Company's quotations are indicative and do not constitute binding offers. The Company reserves the right to refuse any order without giving reasons and without incurring liability.

2.3 Where an order is placed verbally (by telephone or in person), the Customer must confirm in writing (by email or purchase order) within 1 Business Day of placing the verbal instruction. In the absence of written Customer confirmation, the Company's own records (including dispatch records and delivery dockets) shall constitute prima facie evidence of the order placed and its terms.

2.4 These Terms apply whether or not the Customer has signed a copy. By placing an order for Services, the Customer is deemed to have accepted these Terms in full.

3. Quotations and Pricing

3.1 Quotations are based on information provided by the Customer at the time of enquiry. The Company reserves the right to adjust a quotation where the actual scope, access conditions, material type, or site circumstances differ materially from the information provided.

3.2 All prices are exclusive of VAT unless expressly stated. VAT will be charged at the rate applicable on the date of supply.

3.3 Construction Industry Scheme (CIS): Where a supply of Services is subject to the Construction Industry Scheme Domestic Reverse Charge for VAT under Section 59A of the Value Added Tax Act 1994, the Customer must notify the Company in writing at the time of placing the order and confirm its VAT and CIS registration numbers. It is the Customer's sole responsibility to determine and apply the correct VAT treatment. Where the Customer incorrectly asserts or denies that the reverse charge applies, the Customer indemnifies the Company against any resulting VAT liability, interest, or penalty.

3.4 Where market conditions cause a material increase in fuel costs or disposal charges between the date of quotation and the date of service, the Company may apply a fuel or disposal surcharge. Where this applies, the Company will notify the Customer in writing before proceeding and the Customer may cancel the order without charge within 1 Business Day of receiving such notice. Continued use of the service constitutes acceptance of the surcharge.

3.5 The Company does not guarantee fixed prices for repeat or ongoing bookings. Each booking is priced individually unless a fixed-rate framework agreement has been signed in writing.

4. Cancellation

4.1 The Customer may cancel a booking by giving written notice to the Company at least 24 hours before the scheduled service. No cancellation charge applies in this case.

4.2 If the Customer cancels after a vehicle has been dispatched, upon arrival on site, or fails to make the site ready for operations within the permitted time allowance, the Company reserves the right to charge a cancellation fee equivalent to the full quoted rate plus any waiting time or wasted journey costs incurred.

4.3 If a driver is required to leave site due to unsafe conditions or access failure attributable to the Customer, the full job rate will remain payable together with any additional costs incurred.

5. Access and Liability

5.1 The Customer is responsible for ensuring safe, suitable, and lawful access for Company vehicles from a public highway. Any request for a vehicle to leave the public highway onto private land or property is entirely at the Customer's risk.

5.2 The Company will not be liable for any damage to roads, access surfaces, underground utilities, overhead cables or services, drainage, structures, or property arising from the Company's vehicles operating at the Customer's request on private land.

5.3 The Customer shall indemnify the Company and keep it indemnified against all claims, losses, damages, and costs (including legal costs) brought by any third party arising from damage caused by Company vehicles accessing private property at the Customer's instruction.

5.4 The Company shall not be liable for any fluid leaks, oil drips, or incidental spills from vehicles or associated equipment during the course of service provision. The Customer accepts responsibility for any cleaning, restoration, or repair of affected surfaces.

6. Permits and Legal Access

6.1 Where access to a public highway or restricted area requires a permit (including a skip permit, section 171 licence, TTRO, or similar), it is the Customer's sole responsibility to obtain and provide evidence of that permission before the vehicle arrives.

6.2 The Company shall not be liable for fines, penalties, delays, or abortive journey costs resulting from the Customer's failure to obtain the required legal permissions. Any fines issued to the Company as a result of the Customer's failure to secure permits shall be recharged to the Customer at cost.

7. Surface Protection

7.1 The Customer is responsible for protecting all surfaces at the service location, including driveways, pavements, gardens, and landscaped areas, prior to commencement of operations.

7.2 Where surface protection is required (e.g. hardwood or composite load-spreading mats), it is the Customer's responsibility to arrange and provide such protection at their own expense before the Company's vehicle arrives.

7.3 The Company will not be liable for damage to any surface that has not been adequately protected in accordance with this clause.

8. Material Specification and Waste Classification

8.1 The Customer is solely responsible for correctly specifying the type, volume, and condition of material to be collected or delivered. The Company relies entirely on the Customer's description when pricing and booking Services.

8.2 Where Waste is presented for collection, the Customer warrants that the Waste has been accurately described and does not contain any hazardous, toxic, flammable, explosive, clinical, asbestos-containing, or otherwise prohibited materials unless expressly agreed in writing in advance.

8.3 The Customer acknowledges its obligations as a waste producer under the Duty of Care imposed by Section 34 of the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Regulations 1991. A Waste Transfer Note will be completed for each Waste collection in accordance with regulatory requirements.

8.4 Where incorrect specification results in additional disposal costs, contamination surcharges, refusal at a disposal facility, or return of material, all additional costs shall be borne by the Customer and payable in accordance with clause 13.

8.5 Any breach of clause 8.2 (presentation of prohibited or hazardous materials without prior written agreement) entitles the Company to terminate the service immediately. The Customer shall remain liable for the full quoted rate, all additional handling and disposal costs, any regulatory charges or fines incurred by the Company, and any third-party liability arising.

9. Weight, Volume, and Load Tolerances

9.1 The Company reserves the right to refuse to load, transport, or deliver any material that exceeds the legal axle weight, gross vehicle weight, or volumetric capacity of the vehicle. No refund or discount will be issued where a load is refused due to overloading.

9.2 Due to natural variations in bulk materials — including moisture content, compaction, loading method, and transport conditions — delivered or collected quantities may vary from the amount ordered. A tolerance of up to +/- 10% in weight or volume is acceptable and within normal industry practice, and shall not constitute grounds for a price reduction or claim.

9.3 All weights are measured at the Company's weighbridge or source. Delivery notes and dockets constitute prima facie evidence of the quantity of Goods delivered. Any discrepancy must be reported in writing within 24 hours of delivery; claims will not be accepted after this period.

10. Service Limitations and Suitability

10.1 Grab hire vehicles have physical limitations including maximum reach, load capacity, tipping clearance, and access width requirements. The Customer is responsible for ensuring that the site and job are suitable for the vehicle and service type before booking.

10.2 No refund or discount will be issued for partial or non-fulfilment of the service where the Company is unable to complete operations due to site conditions, access restrictions, or physical incompatibility that the Customer failed to disclose at the time of booking.

11. Time Allowances and Waiting Time

11.1 Each booking includes the following on-site time allowances:

- Waste collection (grab hire): 20 minutes on site from the driver's arrival.
- Material delivery: 10 minutes on site from the driver's arrival.

11.2 Time beyond these allowances is chargeable at the Company's prevailing waiting time rate, which will be notified at the time of booking or on request.

11.3 If the driver is unable to commence operations upon arrival due to site access issues, lack of site readiness, unavailability of site personnel, failure to provide required permits, or any other Customer delay, waiting time charges will accrue from the scheduled arrival time after the expiry of the included allowance.

11.4 A responsible person must be present on site at the agreed time to direct operations and approve loading/offloading positions. In the absence of a site representative, the driver will exercise reasonable professional judgement. The Company accepts no liability for decisions made in the absence of a Customer representative.

12. Driver's Right to Refuse Service

12.1 Company drivers and operators have the right to refuse to carry out any operation they reasonably consider to be unsafe, likely to cause damage or injury, or in violation of any applicable law or regulation.

12.2 Grounds for refusal include (without limitation): unstable or unsuitable ground conditions; overhead obstructions; overloading; the presence of prohibited materials; unclear or conflicting instructions; and absence of required permits.

12.3 Where a driver refuses service on safety or legal grounds, the Company will notify the Customer promptly and may apply cancellation or call-out charges to recover costs incurred. No further liability shall arise to the Customer in respect of the refused service.

13. Payment Terms

13.1 Unless otherwise agreed in writing, all Invoices are due and payable immediately upon receipt. Time for payment is of the essence. Where the Customer holds a Credit Account with DR7 Ltd, the DR7 Credit Account Terms and Conditions govern payment timing and prevail over this clause 13 in respect of payment due dates and credit terms.

13.2 All payments must be made by BACS bank transfer to the account details shown on each Invoice, in pounds sterling (GBP). The Customer shall quote the Invoice number as the payment reference. The Company may notify alternative payment methods in writing from time to time.

13.3 All payments shall be made without any deduction, withholding, or set-off, save to the extent required by law. The Customer waives any right to set off, withhold, or deduct any sum from any payment due to the Company by reason of any alleged counterclaim or dispute, except where such right cannot be waived as a matter of law.

13.4 Returned payments: Any returned, rejected, or recalled payment (including a recalled bank transfer, unpaid direct debit, or bounced payment) will incur a returned payment administration charge as notified by the Company from time to time (currently £35 per occurrence), together with any bank

charges actually incurred by the Company as a result. Such charges are payable by the Customer within 5 Business Days of notification and bear interest from that date if unpaid.

13.5 The Company will issue monthly statements of account. The Customer must notify the Company in writing of any discrepancy within 7 days of the statement date. Failure to notify within this period shall be deemed acceptance of the statement balance, save for manifest error.

13.6 Invoice disputes: Any bona fide dispute relating to an Invoice must be notified to the Company in writing within 7 Business Days of the date the Invoice is received or deemed received. Invoices sent by email are deemed received on the date of transmission; invoices sent by post are deemed received 2 Business Days after the date of posting. A notice of dispute must set out in reasonable detail the nature of the dispute and the amount in dispute. Failure to raise a dispute within this period, in the absence of good reason, may be treated as acceptance of the Invoice. Raising a dispute does not affect the Customer's obligation to pay any undisputed portion of an Invoice, or any other undisputed Invoices, by their due date. The Company will acknowledge a valid dispute within 5 Business Days and use reasonable endeavours to resolve it within 20 Business Days. Where a dispute cannot be resolved by agreement within 30 days of notification, either party may refer the matter to mediation before a mediator agreed between the parties (or, failing agreement, appointed by CEDR) before commencing court proceedings, unless urgent injunctive or recovery relief is required.

13.7 Without prejudice to any other right or remedy, all amounts remaining unpaid after the due date shall bear contractual interest at the rate of 36% per annum (flat rate), calculated on a daily basis from the due date until payment is received in full, whether before or after judgment. This rate reflects the commercial risk, administrative burden, cashflow impact, and financing costs associated with late payment in the provision of short-notice haulage and grab hire services. The Customer acknowledges that this rate has been brought to its attention and represents a genuine pre-estimate of the Company's loss arising from late payment.

13.8 In addition to contractual interest under clause 13.7, the Company reserves the right to charge fixed late-payment compensation per overdue Invoice in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), as follows: £40 for debts under £1,000; £70 for debts of £1,000 to £9,999.99; £100 for debts of £10,000 or more.

13.9 The Customer shall be liable for all reasonable costs incurred by the Company in recovering overdue sums, including (without limitation) internal administrative time, debt collection agency fees, legal costs on a solicitor-and-client (indemnity) basis, tracing agent fees, court fees, and enforcement costs. Such costs are payable by the Customer in addition to the outstanding debt, accrued interest, and statutory compensation.

13.10 The Company reserves the right to suspend all Services to the Customer across all accounts and demand immediate payment of all outstanding balances if any Invoice remains unpaid for more than 5 Business Days after its due date.

13.11 Where payment details have been provided by the Customer to the Company, the Customer expressly authorises the Company to collect any outstanding Invoice balance, accrued contractual interest, statutory compensation, and recovery costs using those payment details. Where payment is processed via Stripe, card and payment details are securely processed and stored by Stripe, Inc. in accordance with PCI-DSS requirements; the Company does not store or have access to full card details. This authorisation applies to each individual overdue Invoice and to any associated charges and costs as they fall due.

13.12 A failure by the Company to enforce payment, interest, or charges on any occasion shall not constitute a waiver of its right to enforce them at any future time.

14. Additional Charges

14.1 The following additional charges may apply and will be invoiced as incurred:

- Waiting time beyond the included allowances (clause 11).
- Additional loads or trips not included in the original quotation.
- Contamination surcharges where incorrect Waste specification results in higher disposal costs.
- Fuel surcharges applied in accordance with clause 3.4.
- Permit fines recharged under clause 6.2.

- Cancellation or call-out charges under clauses 4.2 and 12.3.
- Return trip charges under clause 15.
- Recovery of losses, costs, and expenses arising from compliance with Customer instructions given against the Company's advice (clause 14.3).

14.2 All additional charges are subject to VAT at the applicable rate and are payable in accordance with clause 13.

14.3 Customer instructions given against Company advice: Where the Customer instructs the Company to carry out an operation, use a particular route or access point, tip or deposit material in a specific location, or otherwise act in a manner that the Company has expressly advised in writing (including verbally with written follow-up) carries a risk of damage, loss, regulatory breach, or additional cost, the Customer accepts full responsibility for all consequences arising from that instruction. The Company shall be entitled to recover from the Customer:

- all costs, losses, and expenses directly or indirectly incurred as a result of following the Customer's instruction, including vehicle recovery costs, repair costs, environmental remediation, regulatory fines, disposal surcharges, and third-party claims;
- any loss of earnings arising from vehicle downtime, damage, or enforcement action caused by compliance with the Customer's instruction; and
- all legal and professional costs incurred in connection with any claim or regulatory investigation arising from the Customer's instruction.

14.4 The Company's decision to proceed with an instruction given against its advice does not constitute acceptance of liability for the outcome, and shall not be construed as a waiver of the Company's right to recover costs and losses under this clause. Where a driver proceeds under Customer instruction in circumstances where refusal would have been reasonable, this shall not affect the Customer's liability under clause 14.3.

15. Returns and Haulier Charges

15.1 If the Customer requests the return of any material previously delivered, the Company will arrange collection at the Customer's request. All return trips are chargeable at the Company's prevailing rate, based on:

- distance (from original delivery point to return destination and back to depot, at the Company's standard mileage rate);
- time including loading and unloading beyond the permitted allowances (clause 11); and
- weight or volume at the rate applicable to additional tonnage or cubic capacity.

15.2 By requesting a return, the Customer acknowledges and accepts these charges in full. All return charges are subject to VAT and payable in accordance with clause 13.

16. Customer Default and Right to Return Waste

16.1 If the Customer fails to pay any sum due within 5 Business Days of the due date, or materially breaches any obligation under these Terms (including mis-specification of material, failure to pay additional time charges, or provision of prohibited Waste), the Company may, at its sole discretion and without prejudice to any other right or remedy:

- suspend all further Services until full payment and remedy of breach;
- place a lien over all Waste and materials in its possession pending full payment; and/or
- return, re-deliver, or offload any Waste already collected to the Customer's premises (or a location specified by the Customer) at the Customer's expense.

16.2 All costs incurred by the Company in exercising its rights under clause 16.1 — including haulage, labour, disposal, re-handling, storage, and administration — are payable by the Customer in addition to the original invoice balance, interest, and any other charges due.

16.3 If the Customer fails to accept return of Waste within 7 days of the Company's written notification of its intention to return, the Company may dispose of or redirect the material without

further notice. The Customer shall remain liable for all costs incurred, including any regulatory disposal costs and Environment Agency charges.

16.4 These rights are without prejudice to the Company's right to claim interest on late payments and to recover any further losses arising from the Customer's breach.

17. Photography and Site Evidence

17.1 The Company reserves the right to take photographs or video recordings of the site, materials, and vehicle before, during, and after operations. Such records may be used as evidence in the event of a dispute regarding damage, delays, material specification, or service fulfilment.

17.2 Site photographs and recordings are retained by the Company for a period of up to 12 months and are processed in accordance with the Company's Privacy Notice (available at the Company's website).

18. Limitation of Liability

18.1 Nothing in these Terms limits or excludes the Company's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by English law.

18.2 Subject to clause 18.1, the Company's total liability to the Customer in connection with any single order for Services shall not exceed the price paid or payable for that order.

18.3 The Company shall not be liable for any indirect, consequential, or economic loss including loss of profit, loss of contract, project delay, or business interruption, whether arising in contract, tort, negligence, or otherwise.

18.4 Where the Customer's loss or damage arises from or is contributed to by the Customer's own instructions (including instructions given against the Company's advice), any liability of the Company shall be reduced to the extent of the Customer's contribution.

19. Force Majeure

19.1 The Company shall not be liable for any failure or delay in performing Services caused by circumstances beyond its reasonable control, including extreme weather, vehicle breakdown, driver unavailability, road closures, traffic conditions, strikes, fuel shortages, or government restriction. In such circumstances, the Company may reschedule or cancel the affected booking without liability. The Company will notify the Customer as soon as practicable.

19.2 Where a Force Majeure Event continues for more than 20 Business Days, either party may terminate the affected booking or arrangement by written notice without penalty. All sums due for Services performed before termination remain payable.

20. Termination

20.1 The Company may terminate any contract with immediate effect by written notice where: (a) the Customer fails to pay any sum due within 5 Business Days of its due date; (b) the Customer materially breaches any term of these Terms and (where the breach is capable of remedy) fails to remedy it within 5 Business Days of written notice to do so; (c) an Insolvency Event occurs in relation to the Customer; or (d) the Company is required to terminate by any regulatory authority.

20.2 Either party may terminate any ongoing or recurring service arrangement by giving not less than 30 days' written notice to the other party. Termination does not affect any individual bookings already confirmed and scheduled within the notice period.

20.3 On termination, all outstanding sums become immediately due and payable. The Company's rights to recover costs, losses, and charges under these Terms survive termination.

21. Data Protection

21.1 The Company processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The legal basis for processing Customer data is the performance of a contract (Article 6(1)(b) UK GDPR) and the Company's legitimate interests in administering its business (Article 6(1)(f) UK GDPR).

21.2 The Company's full Privacy Notice, which sets out retention periods, data subject rights, and details of the Company's data controller, is available at the Company's website. Data subjects have the right to access, rectify, erase, restrict, or object to the processing of their personal data and to lodge a complaint with the Information Commissioner's Office (www.ico.org.uk).

22. Notices

22.1 Formal notices under these Terms must be in writing and delivered by hand, first class post, or email (with delivery confirmation) to the relevant party's principal address or the email address used for trading communications. Notices sent by post are deemed received 2 Business Days after posting; notices sent by email are deemed received on the next Business Day after transmission.

23. General

23.1 Assignment: The Company may assign the benefit of any contract (including the right to recover debts) to a third party without notice. The Customer may not assign any right or obligation under these Terms without the prior written consent of a director of the Company.

23.2 Third party rights: No person who is not a party to these Terms shall have any right to enforce them under the Contracts (Rights of Third Parties) Act 1999.

23.3 Entire agreement: These Terms constitute the entire agreement between the parties in relation to the Services and supersede all prior representations and agreements. The Customer acknowledges it has not relied on any representation not set out in these Terms.

23.4 Waiver: A failure by the Company to exercise any right or remedy shall not constitute a waiver and shall not prevent the Company from exercising that right or remedy at any future time.

23.5 Severance: If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remaining provisions shall continue in full force.

23.6 Amendments: The Company may update these Terms at any time. The version published on the Company's website at the date of each order shall apply to that order.

23.7 Governing law: These Terms are governed by the laws of England and Wales. Any dispute arising in connection with these Terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. The Company reserves the right to pursue proceedings against the Customer in any other jurisdiction in which the Customer has assets.

Document Amendment History

Version	Date	Summary
1.0	March 2025	Initial issue.