

## Terms & Conditions

**All bookings are subject to our terms and conditions**

### About Us

We are Yorjunk, a trading name of Gallard Recycling Ltd, a company registered in England under company number 11406521 and with our registered office at Kemp House, 160 City Road, London, EC1V 2NX. Our waste carriers license is CBDU243230.

### Basis of Sale

1. The whole of the agreement between the customer and Yorjunk shall be set out in these terms and conditions to the exclusion of all other terms and conditions.
  - 1.1. Where we are able to provide a quote for our services without first needing to inspect the location where our services are to be provided then a contract shall be created between us on your acceptance of our quote, whether by telephone or email or otherwise.
  - 1.2. We reserve the right to vary our quoted price if at the time of collection the information you provided to us at the time of quotation was incomplete or inaccurate. We reserve the right to vary any quoted price if, during the process of the collection, new information regarding the nature of the waste becomes apparent whether or not this could have been ascertained at the start of the process. Any cost provided in advance of the collection will normally be an estimate only.
  - 1.3. By sending pictures of items for the purposes of receiving a quote, you grant us permission to share and use these pictures/videos on, but not limited to, our website, social media platforms and publications.
  - 1.4. By booking with us, you expressly grant us permission to take before and after pictures/videos of the collection we carry out, to share and use on, but not limited to, our website, social media and publications.

### Provision of Services

2. Unless we are prevented from doing so by a Force Majeure Event, we will provide services with reasonable care and skill.
  - 2.1. We will make every effort to provide the services on removal dates provided but there may be delays due to circumstances beyond our control. In this case we will inform you to arrange a revised collection date as soon as reasonably possible. Where we provide you with an estimated time of arrival this should not be construed as offering any form of guarantee as to the time upon which we will attend to perform the collection.
  - 2.2. You shall provide our employees with free and safe access to the location on the premises from where the rubbish is to be removed. You shall also notify us of any special circumstances which may be relevant to our quotation, including but not limited to, if the rubbish is difficult to get to, if any items are large or heavy, if it involves our staff working at height, if the rubbish is secured, if there is likely to be a dispute as to whether the rubbish can be cleared, or if we are unable to park free of charge outside the premises where the rubbish is to be collected from. If you do not, or you provide us with incomplete or inaccurate information or instructions, we may cancel a collection at

any time, either on attendance at site or by giving you notice, or we may make an additional charge of a reasonable sum to cover any extra work or costs that are required.

- 2.3. In the event that we attend the premises in your absence you undertake to provide us with the reliable means to contact you and take payment prior to the collection proceeding. Failure to do so may result in the collection failing in which circumstances Gallard Recycling Ltd is not to be held liable for any loss or damage howsoever incurred.
- 2.4. 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 your not having the authority for us to clear the rubbish including any containers.
- 2.5. If we detect or suspect there may be any asbestos, syringes, drug paraphernalia or other hazardous or dangerous substances or materials on site we may at our sole discretion, immediately vacate the premises, and will not be responsible for further collection and disposal. In such circumstances you shall still be fully liable to pay for our attendance in full and for any waste already removed.
- 2.6. If we need to engage expert services to remove such materials already loaded onto our trucks, or having been tipped at a transfer station, we reserve the right to charge you for such services, if at the time of removal we were unaware of any asbestos or other hazardous or dangerous substances or materials in what has been removed. You shall indemnify us from and against any cost or expense we suffer or incur from any third party as a result of us transferring hazardous material to a transfer station where we were unaware of the presence of such material at the time of the transfer.
- 2.7. We will agree to email a Waste Transfer Note and receipt after the collection is complete. We do not agree to provide any further documentation other than at our discretion and we reserve the right to charge an administration fee for any documents that we provide other than a standard Waste Transfer Note. It is the waste producers responsibility to provide a Waste Transfer Note and the producer of the waste should retain this document for at least two years. Where we have the Waste Transfer Note stored, we will provide a single copy on request for a period of two years after the collection, but we reserve the right to charge a reasonable administration fee for multiple documents or for requests that we consider to be unreasonable or vexatious.
- 2.8. Any sharp or dangerous objects e.g. knives and broken glass should be separately stored in an appropriate container by you before we arrive for the collection. Under no circumstances should sharp objects be stored in bags. This requirement is for the safety of our staff.
- 2.9. The following waste items are **not** accepted unless we have stated otherwise: batteries, tyres, liquids/paints/solvents, asbestos, plasterboard, gas bottles, fluorescent tubes or loft insulation.

## Payment and Price

3. We do not currently charge VAT on our service.

- 3.1. Our primary pricing method is to charge for each collection by attendance fee and then by the cubic yard weighing cumulatively up to a fixed amount per cubic yard taken as an average over the whole collection. As it is impossible to weigh waste in situ, the price quoted may be based solely on our visual estimate of the weight of the waste to be removed. Such weights may be determined accurately in retrospect by way of a transfer station weighbridge ticket and subject to agreement the price may be varied in retrospect. The customer must request such an arrangement in advance of the removal of the waste so as to allow for the waste removed to be kept separate from other waste for the purpose of weighing, and a collection on these terms will not always be available. The current weight allowance is published on our website and may vary subject to special agreement.
- 3.2. In addition, for non-account customers an attendance fee will be taken at the time of booking. In consideration of this payment a vehicle will attend the site where the waste is located, however the payment does not guarantee that any work will be carried out. This fee is for attendance only, and no amount of waste removal is included.
- 3.3. Payment must be made at the time of collection unless the work is being carried out on behalf of an account holder, or a prior agreement has been made. In the event payment is not made, any waste collected may be returned to the producer. Payments not made within 14 days of the collection date or on the due date for account holders will incur an administration fee of £40 for invoices up to £999.99; £70 for invoices up to £9,999.99 and £100 for invoices over £10,000.00. We reserve the right to charge interest on any unpaid balance at the rate of 8% above the base rate as set from time to time by The Bank of England. We do not assume ownership of any waste collected until payment for the collection has been made and a transfer note has been provided to the customer.
- 3.4. We may invoice you at any time after we have provided the services. Invoices must be paid within 30 calendar days of the date of the invoice save by prior agreement. Invoices to customers who do not have a prior credit account arrangement with Gallard Recycling Ltd. are due to be paid upon receipt.
- 3.5. Time for payment of our invoices shall be of the essence of the contract.
- 3.6. Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of any other further services to you until you have paid the outstanding amounts.
- 3.7. We may from time to time carrying out credit checks with credit reference or other agencies to establish the current credit status of account holders. Should the credit status of an account holder diminish or change in any way that we consider to be adverse then we reserve the right to lessen the credit amount offered or to close the account. In the event that we change the amount of credit offered then the balance of outstanding credit over that amount will immediately become due and we will be entitled to treat the overdue amount as if it had become overdue in the normal way.
- 3.8. We reserve the right to close your account at any time without notice if, in our sole opinion, the account holder or any representative or agent of account holder has been, or is suspected of having been party to bribery, corruption, illegal practices, solicitation of companies that hold accounts with Yorjunk, solicitation or offers of employment to current Yorjunk staff or any other act that may be considered by us to be to the

detriment of Gallard Recycling Ltd. Should we close your account then we may at our sole discretion make an immediate demand for all payments for collections as yet unpaid, to be paid within 14 days of the date of demand whether invoiced at the time of account closure or not. For clarity, we will be entitled to require all collections undertaken before the date of account closure, whenever normally due to be paid within 14 days of account closure.

- 3.9. You shall pay all amounts due in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. Should any amount due become over 7 days overdue then we reserve the right to require immediate payment of all amounts due regardless of the due date on the invoice.

## Cancellations and Charges

4. We may, at our discretion refund the attendance fee if you wish to cancel a booked collection provided such a request to do so is received at any time on the business day preceding the date of the collection by email sent to [info@yorjunk.co.uk](mailto:info@yorjunk.co.uk) or by telephoning our customer support centre on 01603 60 40 11.
- 4.1. Where you may be deemed to be contracting as a “consumer” then you will additionally have the right to cancel a booking at any time up to the end of fourteen days after the day on which the contract is concluded, subject to the following provisions.
- (a) You do not have the right to cancel the contract if the supply of our services begins with your agreement before the end of the fourteenth day cancellation period. It is assumed we have your agreement if we are required to carry out our work within this period.
- (b) To exercise the statutory right of cancellation, you must provide us with written notice.
- 4.2. If we are unable to remove any items from the premises as, for example, they are too large to fit through the doorways, then if we agree, in our discretion, to try and dismantle the item e.g. remove legs from tables, in order to try and get the item to fit through the doorway, if we are still unable to remove the item from the premises, then we shall not be responsible for the reassembly of such an item.
- 4.3. We allocate 5 minutes for removal to our vehicle for each cubic yard of rubbish at the premises specified together with 5 minutes for our vehicle team to make their initial assessment of the job. Where it takes us longer than the allocated time for the allocated amount of storage space on a truck (which may differ from the amount of space it takes up when stored) we reserve the right to charge for each additional minute of labour at such rates as displayed on the Company’s website from time to time.
- 4.4. If in the sole judgement of our vehicle team the weight of the collection exceeds the weight allowance per cubic yard published on our website, we reserve the right to charge for the whole collection by weight.
- 4.5. ‘Difficult waste’ (including but not limited to fridges and car tires) is charged at such rates as displayed on the Company’s website from time to time.

- 4.6. Projected time for the collection, and measurements of weight and volume are all assessed by our vehicle team at their absolute discretion at the start of the collection. We reserve the right to apply additional charges throughout the job and at its conclusion.

## Limitation of Liability

5. Yorjunk will accept no liability for the implied legality of any service that we carry out. No opinion or purported advice offered by any Yorjunk employee or agent should be relied upon in the assessment of legal compliance. By carrying out any service as instructed by a customer we do not convey any warranty of legality of the service in any way. The customer should ensure that any instructions given to us are lawful and the customer agrees to indemnify Yorjunk against any losses or liabilities arising from dispute of property or any other legal dispute.
- 5.1. This clause does not exclude or limit in any way our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) 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.
- 5.2. Subject to the preceding, under no circumstances whatsoever shall we be liable to you, whether in contract, tort (including negligence), 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; and (b) our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of our services under the contract in question.
- 5.3. Due to the nature of the service we cannot guarantee that no damage to property will occur during the clearance process. The customer should inspect the working area once our clearance is complete and notify the team of any damage before the team have left the site. Any such damage must also be notified in writing to Yorjunk 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.
- 5.4. If Yorjunk is found to be liable in respect of any loss or damage to the customers property, the extent of our liability will be limited to the retail cost of replacement of the damaged property.
- 5.5. The customer shall give Yorjunk a reasonable opportunity to remedy any matter for which Yorjunk is liable before the customer incurs any costs and/or expenses in remedying the matter themselves. If the customer does not so, Yorjunk shall have no liability to the customer.
- 5.6. Yorjunk shall have no liability to the customer for any consequential losses (including loss of profits and/or damage to good will), economic and/or other similar losses, special damages and other direct and indirect losses or for business interruption, loss of business or loss of opportunity.

## Events Outside Our Control

6. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).
  - 6.1. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following (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/pandemic 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.
  - 6.2. 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.

## Termination

7. We may terminate the arrangement between us at any time.
  - 7.1. 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.

## Assignment

8. 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.

## Notices

9. All notices sent by you to us must be sent to us at Gallard Recycling Limited, Kemp House, 160 City Road, London, EC1V 2NX and/or emailed to [info@yorjunk.co.uk](mailto:info@yorjunk.co.uk). We may give notice to you at either the e-mail or postal address you provide to us at the time of booking. Notice will be deemed received and properly served 24 hours after an e-mail 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 e-mail address of the addressee.

## Data Protection

10. We will only use the personal information you provide to us to provide the services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. Please see our Privacy Policy on our website.
  - 10.1. You acknowledge and agree that we may pass your details to credit reference agencies.

10.2. You acknowledge that we may share your data with any party listed in our registration as a data controller in full compliance with all aspects of the data protection act.

## General

11. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the 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.

12.1. 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.

12.2. 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.