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Terms and Conditions for the provision of Services

1 Information about us

- 1.1 We are Click A Skip Nationwide Limited, a company registered in England and Wales under company number 9194948. Our registered office is at Tower Bridge House, St Katharine's Way, London E1W 1DD (**we, us or our**).
- 1.2 We operate the website www.clickaskip.co.uk through which retail customers nationwide (**you, your or yourself**) can order Services (as defined below) in the Area (as defined below).
- 1.3 Services are provided to us by third party suppliers based in your Area in order for us to fulfil our orders to you.

2 Important information

- 2.1 Your attention is particularly drawn to the following clauses:
- 2.1.1 clause 6 (Charges)
 - 2.1.2 clause 7 (Your cancellation rights)
 - 2.1.3 clause 12 (Your obligations)
 - 2.1.4 clause 14 (Prohibited Items)
 - 2.1.5 clause 15 (Liability)
- 2.2 These legal terms and conditions (the **Terms**) will apply to any contract between us and you for the supply of Services to you (the **Contract**).
- 2.3 Before ordering any Services from our website, please read these Terms carefully and make sure that you understand them. Before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Services from our website.
- 2.4 We may amend these Terms from time to time as set out in clause 5. Every time you wish to order Services, please check these Terms to ensure you understand the terms which will apply at that time.
- 2.5 If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team on 0203 754 7547 or by e-mailing us at admin@clickaskip.co.uk.

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3 **The Contract Process**

- 3.1 After you place an order via our website and pay the Charges (as defined below), you will receive an e-mail confirmation from us (the **Service Confirmation**). The Contract between us will be formed when we send you the Service Confirmation.
- 3.2 If we are unable to supply you with a Service we will inform you of this by e-mail and if you have already paid any Charges, we will refund these as soon as possible. Our cancellation rights are set out in clause 9.

4 **Term**

The Contract shall commence on the Commencement Date and shall remain in force for the Service Duration unless terminated earlier in accordance with these Terms.

5 **Provision of Services**

- 5.1 Our hours of operation are 8.00am to 5.30pm (**Business Hours**) on days other than a Saturday, Sunday or public holiday in England (**Business Days**).
- 5.2 Skips are delivered from 7.30am to 5.00pm on a Business Day. You must notify us if you wish to keep the Skip beyond the collection date set out in the Service Confirmation. Please note that we are not always able to extend the time for collection and we reserve the right to collect any Skips seven days after delivery.
- 5.3 We will do our best to provide the Services to you at the agreed location and on the dates set out in the Service Confirmation, however the time and date of delivery and collection are not guaranteed.

6 **Charges and Payment**

6.1 **Charges**

- 6.2 The price of the Services (the **Charges**) will be set out in our price list and confirmed to you when you place your order via the website.
- 6.3 We will charge you for additional costs incurred by us in the following circumstances:
- 6.3.1 the Skip or any other equipment provided to you as part of the Services is stolen or damaged;
 - 6.3.2 Prohibited Items (as defined in clause 14) are deposited in the Skip without our prior approval;
 - 6.3.3 we are prevented for any reason from delivering or collecting a Skip because of an error or omission on your part;

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- 6.3.4 the vehicle is kept waiting longer than the time allowed for depositing or picking up a Skip, as set out in clause 12.2.7;
- 6.3.5 the vehicle is kept waiting longer than the standard time allowed for a 'Wait & Load', as set out in clause 12.2.8;
- 6.3.6 costs are incurred by us due to unsafe loads/overloading (including wasted journeys);
or
- 6.3.7 any breach of your obligations set out in clause 12.

6.4 We will invoice you for the additional costs incurred by us. Each invoice will quote the order number. You must pay each invoice in cleared monies within 7 calendar days of the date of invoice by credit or debit card.

6.5 Unless otherwise stated, all amounts are inclusive of VAT at the applicable current rate chargeable in the UK for the time being.

6.6 **Payment Terms**

6.7 You must make payment for the Services that you have ordered in advance by credit or debit card. Details of acceptable credit and debit cards are set out on our website.

6.8 Any additional charges will be applied in accordance with the procedure set out in clause 6.1 above.

6.9 You must not make payment for the Services to the driver or any other third party unless we instruct you to do.

6.10 **Late Payment**

6.11 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

6.12 **Disputed items**

If you dispute an invoice in good faith, please contact us to let us know promptly after you have received an invoice that you dispute it.

7 **Your cancellation rights - Consumers**

This clause 7 only applies if you are a Consumer.

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- 7.1 The term "Consumer" shall have the meaning given to it in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the **Regulations**). The Regulations state that you are a "Consumer" if you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession.
- 7.2 If you are a Consumer, you have a legal right to cancel a Contract under the Regulations. Your cancellation rights start on the date of the Service Confirmation and expire at the end of 14 days after the date of the Service Confirmation (the **Cancellation Period**). For example, if the date of the Service Confirmation is 1 January then 15 January will be the last day of the Cancellation Period.
- 7.3 This means that during the Cancellation Period, if you change your mind or decide for any other reason that you do not want to receive the Services, you can notify us of your decision to cancel the Contract.
- 7.4 If you wish us to provide Services within the Cancellation Period (for example, if you order a Skip for delivery within 14 days) then we will take this as an express instruction from you to begin the supply of Services before the end of the Cancellation Period. If you then cancel the Contract we will charge you for any costs incurred in accordance with clause 7.7. Additionally, you acknowledge that you will lose your right of withdrawal from the Contract once the Contract is fully performed (for example, we have delivered and collected the Skip).
- 7.5 To cancel a Contract, you must let us know that you have decided to cancel. The easiest way to do this is to cancellation via the website at www.ClickaSkip.co.uk. Alternatively, you can e-mail us at admin@clickaskip.co.uk or contact our customer services team by telephone on 0203 754 7547. Please provide us with details of your order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail.
- 7.6 If you cancel the Contract within the Cancellation Period, unless clause 7.7 applies, we will:
- 7.6.1 refund you any Charges that you have paid;
 - 7.6.2 make any refunds due to you as soon as possible and in any event within 14 days after you inform us of your decision to cancel the Contract.
- 7.7 If you cancel the Contract:
- 7.7.1 within the Cancellation Period and less than 1 Clear Business Day prior to the delivery date set out in the Service Confirmation (or any earlier delivery date that we have agreed with you); or
 - 7.7.2 within the Cancellation Period and after we have started delivery of the Services (for example, after we have started to arrange the delivery of the Skip to you; or after the Skip has been delivered to you; or

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7.7.3 after the Cancellation Period has ended (but before we have provided the Services);

We will charge you for the costs we incur in providing the Services to you up to the date of cancellation. This charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are. You will not be entitled to cancel the Contract and receive a refund for Services that have been fully performed.

7.8 We will refund you by the same method which you used to pay.

8 Your cancellation rights if you are not a Consumer

This clause applies if you are not a Consumer.

8.1 Cancellation post Service Confirmation

8.2 You may cancel the Contract after we send you a Service Confirmation by e-mailing us at admin@clickaskip.co.uk or by telephoning our customer service team on 0203 754 7547. A full refund of any Charges paid will be given provided that you send your cancellation notice to us during Business Hours at least 1 Clear Business Day prior to the delivery date set out in the Service Confirmation.

8.3 If you cancel a Contract less than 1 Clear Business Day prior to the delivery date set out in the Service Confirmation and we have already started incurring costs or commenced performance of the Services, we will charge you an amount equal to the costs that we incur. This charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are.

8.4 We will refund you by the same method which you used to pay.

9 Our cancellation rights

9.1 We may have to cancel a Contract before the delivery date set out in the Service Confirmation, due to an Event Outside Our Control, the unavailability of stock without which we cannot provide the Services or for any other reason. If this happens:

9.1.1 We will promptly contact you to let you know; and

9.1.2 We will refund any Charges paid.

9.2 Once we have begun to provide the Services to you, we may cancel the Contract at any time by providing you with at least 24 hours' notice in writing. We will refund the Charges for Services that have not been provided to you.

9.3 We may cancel a Contract at any time with immediate effect by giving you written notice if:

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9.3.1 you do not pay us when you are supposed to as set out in clause 6. This does not affect our right to charge you interest under clause 6;

9.3.2 you break the Contract (or any other Contract that may exist between us) in any other material way and you do not correct or fix the situation within 1 day of us asking you to in writing.

10 **Effects of cancellation**

The cancellation of the Contract for any reason shall not affect this clause 10 (Effects of cancellation) and clauses 6 (Charges and Payment), 12 (Your obligations), 15 (Liability), 18 (Communications between us), 19 (Entire Agreement), 20.1 - 20.2 (Assignment), 20.5 (Waiver), 20.6 - 20.7 (Governing Law).

11 **Our Right To Vary These Terms**

11.1 We reserve the right to revise or vary these Terms.

11.2 If we have to revise or vary these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes.

11.3 No amendment or variation to the Terms as they apply to the Contract, including the Service Confirmation shall take effect unless it is in writing and signed by our authorised representative. For the purposes of this clause 11.3, communications via the customer portal will not qualify as being in writing.

12 **Your Obligations**

You must observe the conditions set out in this clause 12 as a condition of us providing the Services to you.

12.1 **Permits / licences and compliance with Applicable Laws**

12.1.1 At the time of booking the Services, you will be informed about whether you require a permit for the Skip on the basis of the information that you provide to us. You must ensure that you give us accurate and up-to-date information.

12.1.2 It is your responsibility to at all times comply with and maintain all necessary permits, licences and authorisations required under Applicable Laws for you to accept delivery of the Skip, use the Skip and park the Skip for the Service Duration. You must comply with all Applicable Laws in relation to the use of the Skip.

12.2 **Delivery and collection**

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- 12.2.1 You must, promptly on the arrival of the Skip accept delivery and provide any necessary directions and a suitable site for delivery and collection of the Skip.
- 12.2.2 You must ensure that our contractors are given a right of access for the purpose of the delivery and collection of the Skip and ensure that the approach roads, drive-way, sites or grounds are free from any obstruction that would prevent or hinder the delivery and collection of the Skip.
- 12.2.3 You must rely on your own skill and judgement and satisfy yourself as to the suitability of the Skip as well as all approach roads, tracks, sites or grounds for the purposes of delivery, siting and collection of Skips and materials and notify us at the time of ordering the Service of any special requirements.
- 12.2.4 You must, unless otherwise agreed by us, make the Skip and any other equipment provided to you as part of the Services, available for collection at the collection date and time set out in the Service Confirmation. You must notify us at least 1 Clear Business Day in advance if you wish to keep the Skip beyond the collection date set out in the Service Confirmation. Failure to comply with your obligations under this clause will result in the Service Duration being automatically extended until the Skip and any other equipment provided to you as part of the Services are collected and the Charges shall continue to apply to such extended Service Duration.
- 12.2.5 You must ensure that at the time of delivery and collection of the Skip there is clear space at one end of the Skip of not less than 4 metres to give the vehicle sufficient access to effect delivery and collection. In the event that it proves impracticable to deliver or collect the Skip because of inadequate access to the Skip, you shall be liable to pay us the abortive delivery or collection costs incurred.
- 12.2.6 If we are prevented for any reason beyond our control from delivering or collecting a Skip because of an error or omission on your part, you shall remain liable for our Charges together with such additional sums as we shall reasonably require for the further provision of the Service. You will be charged wasted journey charges for a Skip and lorry at £100 plus VAT per journey.
- 12.2.7 The time allowed for depositing or picking up a Skip is 15 minutes. If the vehicle is kept waiting longer than this after arrival you shall be liable for paying standing charges chargeable at £60 per hour or £1 per minute.
- 12.2.8 The standard time allowed for a 'Wait & Load' is up to 30 minutes. If the vehicle is kept waiting longer than this initial time, you shall be liable for a waiting charge of £60 per hour or £1 per minute.

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12.3 Use of the Skip

- 12.3.1 You must ensure that the Skip is not filled above the level of the side and in a manner to prevent spillage of material both, whilst the Skip is stationary or in transit.
- 12.3.2 You must ensure that the Skip is not overloaded by weight or by volume. 12 yard Skips are only to be used for light waste and loaded no more than the maximum legal road limit of 5 tons. 6 yard, 7 yard and 8 yard Skips are suitable for heavy waste and loaded no more than the maximum legal road limit of 7 tons.
- 12.3.3 We reserve the right to refuse to collect overloaded Skips and any costs incurred due to unsafe loads/overloading (including wasted journeys) will be passed on to you.
- 12.3.4 You must take reasonable care of the Skip and only use it for its proper purpose in a safe and correct manner. You must notify us immediately in the event of any loss of or damage to the Skip.
- 12.3.5 You must not deposit Prohibited Items in the Skip.
- 12.3.6 You must take adequate and proper measures to protect the Skip from theft.
- 12.3.7 You must return the Skip to us in good working order and condition (fair wear and tear excepted). If the Skip is returned in a damaged, burnt or defective state (except where due to fair wear and tear), you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Skip to a condition fit for re-hire.

12.4 Complaints

- 12.4.1 You must promptly, and in no event later than 24 hours after the relevant delivery or collection date, notify us (by telephone or email) of any accident or incident giving rise to damage to property or any complaint that you have regarding our Services.

13 Indemnities

- 13.1.1 We engage third parties service providers to provide the Services to you and may be in breach of our contract with those service providers if you do not comply with your obligations set out in clause 12 (Your obligations). You will therefore indemnify us and keep us fully indemnified against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of any breach of your obligations set out in clause 12 (Your obligations) or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

14 Prohibited Items

- 14.1 You must not deposit prohibited items (the **Prohibited Items**) in the Skip without expressly agreeing this with us in advance in writing.

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14.2 Additional charges will apply where Prohibited Items have been deposited in the Skip. Please contact us prior to depositing these or similar items in the Skip. Prohibited Items include:

- Asbestos
- Tyres
- Paint, solvents oil or other liquids
- Plasterboard / gypsum products
- Fridges / freezers
- TV's / monitors
- Clinical / medical waste
- Fluorescent tubes
- Batteries
- Hazardous / toxic material
- Gas cylinders
- Food waste and dustbin refuse (e.g., food packaging, nappies)

15 **Our Liability**

15.1 Nothing in these Terms limits or excludes our liability for:

- 15.1.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 15.1.2 fraud or fraudulent misrepresentation; or
- 15.1.3 any other liability which cannot be limited or excluded by applicable law.

15.2 Subject to clause 15.1, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with the Contract for:

- 15.2.1 loss of profits, sales, business, or revenue;
- 15.2.2 loss of business opportunity;

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- 15.2.3 loss of anticipated savings;
- 15.2.4 loss of goodwill;
- 15.2.5 damage to property;
- 15.2.6 costs incurred in procuring an alternative source of services similar to the Services;
- 15.2.7 any indirect or consequential loss.

15.3 Subject to clause 15.1, our total liability to you in respect of all 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 Charges paid to us under the Contract between us.

15.4 Subject to clause 15.3, unless damage is caused by our negligence, we shall not be responsible for damage to your property including damage to road margins, pavements, driveways and walls.

15.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.

16 **Data Protection**

16.1 We confirm that to the extent that we are acting as a Data Controller of your Personal Data, we shall act in accordance with the data protection principles set out in the Data Protection Act 1998 (the **Act**).

16.2 We will use your Personal Data to provide the Services to you. This will include the disclosure of your Personal Data to our agents or subcontractors so that the Services can be provided to you.

16.3 Further details on the use of your Personal Data are set out in our Privacy Policy at www.ClickaSkip.co.uk. The Privacy Policy sets out the terms on which we process any Personal Data we collect from you. Please read our Privacy Policy.

16.4 For the purposes of this clause 16, terms and expressions not defined in these Terms but having a meaning assigned to them in the Act shall have the same meaning as that assigned to them by the Act.

17 **Events Outside Our Control**

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

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- 17.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, prohibitive laws or regulations, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, motor transport or other means of public or private transport.
- 17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 17.3.1 we will contact you as soon as reasonably possible to notify you; and
 - 17.3.2 Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 17.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 10 days. To cancel please contact us. If you opt to cancel, you will have to pay for the Services that you have received.
- 18 **Communications Between Us**
- 18.1 When we refer in these Terms to "in writing", this will include e-mail and communications via the customer portal made available to you.
- 18.2 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or next working day delivery service, e-mail or via the customer portal available to you at www.clickaskip.co.uk;
- 18.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting, if sent by e-mail, one Business Day after transmission or if sent via the customer portal, one Business Day after transmission.
- 19 **Entire Agreement**
- 19.1 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

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19.2 You acknowledge that in entering into a Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

19.3 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in a Contract.

20 Other Important Terms

20.1 We may transfer our rights and obligations under a Contract to another organisation.

20.2 You shall not transfer your rights or your obligations under a Contract to another person without prior written approval from us.

20.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

20.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

20.6 These Terms and our Contract are governed by English law. Any dispute or claim arising out of or in connection with these Terms and our Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law.

20.7 We agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms, our Contract or its subject matter or formation (including non-contractual disputes or claims).

21 Interpretation

21.1 In these Terms, each of the following words shall have the following meanings:

Applicable Laws means laws, regulations, regulatory consents, obligations or rules applicable to the existence or operation of the Contract or the provision of Services from time to time;

Area means the UK postcodes where ClickaSkip offers services at the time

Business Day means shall have the meaning given to it in clause 5;

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Business Hours shall have the meaning given to it in clause 5;

Cancellation Period shall have the meaning given to it in clause 7;

Charges shall have the meaning given to it in clause 6 ;

Clear Business Day means that there must be a Business Day between the Business Day on which you give notice and the scheduled delivery date. For example, if the delivery date is Friday and you wish to cancel the Contract, you would need to give us notice of cancellation within Business Hours on Wednesday;

Commencement Date means the date on which we send the Service Confirmation to you;

Contract means the contract between us for the supply of Services to you;

Consumer shall have the meaning given to it in clause 7;

Events Outside Our Control shall have the meaning given to it in clause 17;

Prohibited Items shall have the meaning given to it in clause **14**;

Regulations means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

Services means the delivery and collection of Skips and processing and disposal of waste;

Service Confirmation shall have the meaning given to it in clause 3;

Service Duration means the duration for which Services are provided to you;

Skip means any skip or skips provided as part of the Services;

Terms means these legal terms and conditions;

- 21.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 21.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 21.4 A reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation".
- 21.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

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21.6 In the event of a conflict between these Terms and a Service Confirmation, the terms of the Service Confirmation shall prevail.

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Pro-forma Service Confirmation

This Service Confirmation confirms the Services that will be provided to you subject to our legal terms and conditions.

Skip(s) required:

Type of waste:

Delivery address:

Delivery date and time:

Collection date and time:

Additional terms:

Charges:

Special Conditions:

Right to cancel

If you are a "Consumer" (i.e., if you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession), you have a legal right to cancel a contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the **Regulations**).

Your cancellation rights start on the date of this Service Confirmation and expire at the end of 14 days after the date of this Service Confirmation (the **Cancellation Period**). For example, if the date of the Service Confirmation is 1 January then 15 January will be the last day of the cancellation period. This means that during the Cancellation Period, if you change your mind or decide for any other reason that you do not want to receive the Services, you can notify us of your decision to cancel the Contract.

Your attention is drawn to clause 7 of our terms and conditions (Your cancellation rights). You will lose your right to cancel the Contract if the Services have been fully performed during the Cancellation Period.

To access a copy of the legal terms and conditions, please visit www.ClickaSkip.co.uk

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Pro-forma Cancellation Form

To:

Click A Skip Nationwide Limited

Tower Bridge House, St Katharine's Way, London E1W 1DD

Email: admin@clickaskip.co.uk

Fax:

I [NAME OF CONSUMER] hereby give notice that I cancel our contract for the supply of services [ORDER NUMBER].

Ordered on [DATE]/[received on [DATE],

Name of consumer(s),

Address of consumer(s),

Date

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