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## TERMS AND CONDITIONS CONCRETE - CASH CUSTOMER

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#### TERMS AND CONDITIONS

### **CONCRETE - CASH CUSTOMERS**

Issued January 2020 by L&S Waste Management Limited. Registered in England No: 03475329 Unit D&E, Pegham Industrial Estate, Laveys Lane, Fareham, Hampshire, PO15 6SD

Telephone: 01329 840000

#### CHARGES

#### L&S CHARGE FOR ALL CONCRETE ORDERED

- All customers will be charged for what has been ordered
- Customers wishing to amend order volumes must do so within 1 hour of their delivery slot
- L&S do not issue refunds for unused material
- To avoid charges for unused material it is essential that you calculate accurately the quantity required
- All prices quoted are subject to VAT at the appropriate rate.

For non-account customers, payment must be made in full in advance by credit card, cash payment or BACS.

If you would like to apply for an account then please contact our sales team on 01329 840000 or by e-mail at info@lswaste.co.uk and we will issue an account application.

#### WAITING TIME CHARGES

Waiting time will be charged at the rate of £95 per hour plus VAT after the first 45 minutes on site irrespective of the volume ordered. In order for our concrete deliveries to arrive on time, L&S must

control the amount of time taken on site to pour concrete. Straight pours – L&S generally expect to dispense a cubic metre of

concrete in less than 5 minutes, therefore assume a 6m3 pour will take no more than 45 minutes.

Wheelbarrow pours – If customers are planning to move Concrete around site by wheelbarrow, they must inform us at the time of order (we will request this information). Moving Concrete by wheelbarrow is very time consuming and therefore customers must provide sufficient labour to discharge Concrete within the allotted time. For example using a standard wheelbarrow a 6m3 pour will equate to around 140 wheelbarrow loads and will take 4 people at least an hour.

#### CONCRETE PUMPING

Please note L&S provide a Concrete Pumping Service please contact us for further detail.

#### EXTRA CONCRETE CHARGES

Whilst L&S will endeavour to carry additional material, this is not always guaranteed.

Any extra Concrete required that is already on board will be charged at the price per metre that was originally quoted. For cash customers payment will be required prior to any extra concrete being poured.

#### **PROVISIONAL ORDERS**

Provisional order time slots will only be kept up to 12pm the day before delivery. If your order is not confirmed by 12pm, you may lose the time slot. L&S reserve the right to give the allocated time slot to a confirmed order.

#### CANCELLATION CHARGES

L&S Waste Management Ltd reserve the right to charge for the late cancellation of orders. All confirmed or provisional orders that are cancelled after 3:00pm the day before delivery may incur a charge of £250 minimum per vehicle up to 9m3. Cancellation charges are applied and or waivered solely at the discretion of the L&S Management team.

#### DELIVERY

#### TIMED DELIVERY

Whilst L&S will make every effort to arrive on time to deliver concrete, all times are estimated and L&S cannot be made liable for any delays that may occur and therefore will not be liable for any costs. In the event of any delays L&S will endeavour to keep all customers updated.

#### POURS UNDER 3m<sup>3</sup>

Pours below 3m3 may not be given a time slot at time of booking, times slots will be allocated up to 24hrs before the pour and notified by the L&S traffic team.

#### SITE ACCESS

The customer shall ensure that the correct delivery address is given at the time of booking.

The customer must clearly identify if there any hazards on site such as manhole covers, overhanging cables or any other hazards.

Should the customer require an L&S vehicle to go off the public highway, the customer must ensure that the ground is safe to do so and that no damage will occur to the vehicle. Should the vehicle enter site and get damaged or needs recovering the customer accepts full liability and all costs for such events. All reversing vehicles are to be supervised by the customer at all times.

In the event that the site does not have safe access and is deemed dangerous the pour will be suspended and the customer will be charged for the material that has been ordered.

#### DELIVERY TICKETS

The customer will ensure that an authorised person will sign the delivery ticket and that the signature confirms the following:

- The customer acknowledges that the mix description set out on the delivery ticket describes the concrete required by the customer
- The customer authorises any additions to the concrete of water or any other materials
- The time of the vehicle's arrival on site, the time of that the concrete discharge commences, the time of the completion of the concrete discharge and the time the vehicle leaves site.

#### OWNERSHIP

The ownership of the concrete shall pass to the customer the moment of its discharge from the vehicle making its delivery. The placement, management, curing and protection of this product are the full responsibility of the customer.

#### MIX DESIGN

The customer is responsible for the mix design ordered and L&S will supply concrete ordered, should additional water be asked to be added during the pour L&S will NOT take responsibility for the strength of the concrete. L&S will supply a disclaimer for the customer to sign.

#### CONCRETE TESTING

L&S carry out random testing of its concrete in accordance to BS EN 206/BS EN 8500-2.

Should a customer request that a cube sample is taken on site then they will be charged accordingly at the appropriate rate.

#### WEATHER CONDITIONS

L&S does not recommend concrete being poured during periods of extreme weather conditions.

#### WASH OUT FACILITIES

On site wash out facilities should be provided.

#### WAIVER OF TERMS

No wavier or variation of these conditions shall be affected unless confirmed in writing by a Director of the Company.

#### COMPLAINTS

L&S have a strict complaints procedure, should any customer have need to make a complaint, please do so in the first instance by contacting our call centre on 01329 840000.

Warning Wet Concrete can cause burns. Protective clothing must be worn at all times. If contact is made with the skin the affected area must be washed immediately.

# CONCRETE PUMPING

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# Mix Concrete & Floor Screed

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#### CHARGES

The line pump is supplied with a pump operator and a labourer. The standard price quoted allows for 4hrs on site which includes set up, pour and clean down.

- Waiting Time Charges Waiting time will be applied at 4hrs at the rate of £95 per hour plus VAT
- Cancellation Charges Concrete Pump cancellations after 3:00pm the day before delivery will be charged at the Concrete Pump cost agreed when quoted.
- Out of Hours Charges Pours requested outside normal trading hours will be charged at the rate of £125 per hour minimum 4 hours plus VAT. Normal trading hours are Monday to Friday 7:00am to 6:00pm and Saturday 07:00am to 1:00pm. Out of hours charges will be applied outside these hours

All prices quoted are subject to VAT at the appropriate rate

For non-account customers, payment must be made in full in advance by credit card or BACS

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#### CONCRETE SUPPLY

L&S will supply concrete to all customers where ordered. Should customers wish to source their concrete through another supplier they must ensure that a suitable and sufficient supply of concrete of a consistency, which is readily pumpable at a suitable rate. The customer must inform L&S the mix design of the concrete to ensure suitability.

#### SECURITY

During the entire time the Concrete pump and the Operator are on site, the customer will ensure their safety and security.

#### FACILITIES

The Customer must provide the following facilities for such times the Concrete Pump and Operator are on site:

- Cement for grouting the pipelines at the rate 50kg per 30 meters between the Pump and the point of discharge.
- An adequate piped water supply at the Pump position.
- Facilities for washing out the Pump and adequate assistance in cleaning any spillage.
- Suitable Supports for pipelines and anchorage

The Customer shall ensure that sufficient labour is made available to assist the Operator prior to pumping during pumping and on completion of pumping.

For health and safety reasons the customer will provide a banksman who will assist the driver when a concrete lorry enters and leaves site.

#### **GROUND CONDITIONS**

The Customer shall ensure the following are met:

- A safe and proper route from metalled highway to the point where the Pump is to operate.
- A suitable firm and level hard standing at such point
- Suitable points where the Pump pipeline is to be set up.

#### PREPARATION/COMPLETION OF PUMPING

- The concrete pump will arrive on site 30 minutes prior to the concrete lorry arrival
- Concrete will not be poured until the Pump Operator deems that he is ready to commence pumping operations
- If the pump is delayed in leaving site which is outside L&S control the customer will be charged accordingly
- The customer is required to provide a competent person to sign all delivery tickets.