



SHARP GROUP

TERMS AND CONDITIONS OF SUPPLY AND HIRE

Version: August 2026

These Terms and Conditions apply to the supply of waste management services, waste collection, skip and container hire, haulage, disposal, recycling and associated services supplied by Sharp Group.

1. DEFINITIONS

In these Terms and Conditions:

“Sharp”, “we”, “us” or “our” means the Sharp Group company identified on the relevant quotation, order confirmation, invoice or other contractual document.

“Customer”, “you” or “your” means the individual, company, partnership, organisation or other person ordering or receiving Services from us.

“Container” means any skip, RoRo container, wheelie bin, compactor, REL container or other waste receptacle supplied by us.

“Waste” means any material, substance or object which the Customer discards, intends to discard or is required to discard.

“Services” means any waste collection, container hire, haulage, treatment, transfer, disposal, recycling, brokerage, plant, labour, aggregate supply or associated service supplied by us.

“Site” means the delivery, collection, tipping or service location specified by the Customer.

“Acceptable Waste” means waste which we have expressly agreed to accept and which is accurately described and classified by the Customer.

“Prohibited Waste” means any waste which we have not expressly agreed to accept or which cannot lawfully or safely be handled under the relevant service, facility, environmental permit or applicable law.

2. APPLICATION OF THESE TERMS

2.1 These Terms and Conditions apply to all Services supplied by us unless otherwise expressly agreed in writing by an authorised representative of Sharp.



2.2 By placing an order, accepting a quotation, opening a credit account, instructing us to undertake Services, permitting delivery of a Container or otherwise using our Services, the Customer agrees to be bound by these Terms and Conditions.

2.3 Any quotation issued by us is an invitation to place an order and does not oblige us to provide Services until the order has been accepted by us.

2.4 Each order may constitute a separate contract between the Customer and Sharp.

2.5 Where there is any conflict between these Terms and a specific written quotation or contract issued by us, the specific written quotation or contract shall take precedence to the extent of that conflict.

2.6 Terms contained in a Customer's purchase order or other documentation shall not override these Terms unless expressly accepted by Sharp in writing.

3. QUOTATIONS AND PRICES

3.1 Unless otherwise stated, quotations are valid for 30 days from the date of issue.

3.2 All prices are exclusive of VAT unless expressly stated otherwise.

3.3 Prices are based upon the information supplied by the Customer at the time of quotation, including:

- type and classification of Waste;
- estimated quantity and weight;
- EWC/List of Waste code;
- Site location;
- access arrangements;
- Container type;
- hire duration;
- disposal or treatment route; and
- any other information relevant to the Service.

3.4 We reserve the right to amend the price where the information provided by the Customer is incorrect, incomplete or subsequently changes.

3.5 Disposal charges may be based upon actual weight as recorded by an authorised weighbridge.



3.6 Where a minimum tonnage applies, the minimum tonnage charge shall apply even where the actual weight is lower.

3.7 Additional charges may apply for unusual, difficult, bulky, hazardous, contaminated or specialist wastes.

4. ORDERS

4.1 The Customer is responsible for ensuring that all information supplied when placing an order is complete and accurate.

4.2 We reserve the right to refuse or cancel an order where:

- the requested Service is unavailable;
- the Site is outside our operating area;
- we consider the Site or operation unsafe;
- the Waste is unsuitable;
- information provided by the Customer is inaccurate;
- the Customer has exceeded an agreed credit limit;
- amounts owing to us are overdue;
- legal or regulatory requirements prevent us from providing the Service; or
- circumstances outside our reasonable control prevent us from fulfilling the order.

4.3 Any delivery or collection date or time given by us is an estimate unless expressly confirmed in writing as guaranteed.

4.4 The Customer should not arrange labour, machinery or contractors in reliance upon an estimated delivery or collection time.

5. CUSTOMER'S DUTY TO DESCRIBE WASTE

5.1 The Customer is responsible for providing a complete, accurate and legally compliant description and classification of all Waste presented to us.

5.2 The Customer must disclose, where relevant:

- the correct EWC/List of Waste code;
- the origin and nature of the Waste;
- whether the Waste is hazardous;
- any hazardous properties;
- chemical or physical contamination;
- asbestos content or suspected asbestos content;
- Persistent Organic Pollutants ("POPs");



- batteries, including lithium batteries;
- WEEE;
- liquids;
- oils, fuels or chemicals;
- pressurised containers;
- clinical or offensive waste;
- contaminated soils;
- any relevant laboratory, WM3, asbestos or chemical analysis; and
- any other information necessary for lawful and safe handling of the Waste.

5.3 The Customer warrants that all information and documentation supplied to Sharp relating to the Waste is accurate, complete and not misleading.

5.4 Where reasonably requested, the Customer must provide waste analysis, photographs, Safety Data Sheets, WM3 assessments, asbestos surveys or any other documentation required by Sharp or a receiving facility before collection.

5.5 Acceptance of Waste by a driver does not constitute confirmation that the Waste has been correctly described or classified.

5.6 We reserve the right to inspect, photograph, sample, test or analyse Waste where reasonably required.

6. MISDESCRIBED, CONTAMINATED OR NON-CONFORMING WASTE

6.1 Where Waste differs from the description supplied, contains undeclared materials or is otherwise non-conforming, we may:

- refuse collection;
- suspend the Service;
- quarantine the Waste;
- reclassify the Waste;
- arrange sampling or analysis;
- redirect the Waste to another suitably authorised facility;
- return the Waste to the Customer where lawful and reasonably practicable;
- arrange specialist handling or disposal; or
- take such other action as is reasonably necessary to comply with applicable law.



6.2 The Customer shall be responsible for all reasonable additional costs arising from misdescribed, contaminated or non-conforming Waste, including:

- additional disposal or treatment charges;
- haulage;
- wasted journeys;
- waiting time;
- sampling;
- laboratory analysis;
- professional advice;
- quarantine;
- storage;
- cleaning or decontamination;
- additional labour;
- repacking;
- specialist contractors;
- rejected-load charges;
- consignment documentation; and
- any other reasonably incurred costs.

6.3 Nothing in these Terms obliges Sharp to accept Waste that we are not authorised, equipped or willing to accept.

7. PROHIBITED AND SPECIAL WASTE

7.1 Unless expressly agreed by Sharp in writing, the Customer must not place the following into a general waste Container:

- asbestos or asbestos-containing materials;
- hazardous waste;
- liquids;
- paints, solvents or chemicals;
- oils or fuels;
- gas cylinders;
- fire extinguishers;
- clinical or infectious waste;
- radioactive materials;
- explosives, ammunition or pyrotechnics;
- hot ashes or burning material;



- batteries, particularly lithium batteries;
- fridges or freezers;
- fluorescent tubes;
- televisions or computer monitors;
- WEEE containing hazardous components;
- tyres;
- mattresses;
- POPs waste;
- pressurised containers;
- chemicals or pesticides; or
- any other material specifically excluded by Sharp.

7.2 Certain materials may be accepted subject to prior agreement and additional charges.

7.3 The Customer must specifically notify us before ordering where there is any possibility that Waste contains asbestos, hazardous substances or other material requiring specialist handling.

8. FIRE, BATTERIES AND HOT MATERIALS

8.1 Fires must not be lit in or near any Container.

8.2 Hot ashes, smouldering materials or any material capable of causing ignition must not be deposited into a Container.

8.3 Lithium-ion batteries, vapes, power tool batteries and other batteries must not be placed into general waste or recycling Containers unless expressly agreed.

8.4 The Customer will be responsible for reasonable losses, costs and damage caused by prohibited materials deposited in a Container, including damage to:

- Containers;
- vehicles;
- plant;
- buildings;
- waste processing equipment; and
- third-party facilities.



9. DELIVERY AND SITE ACCESS

9.1 The Customer must provide safe, adequate and unobstructed access to the Site.

9.2 The Customer must ensure that the delivery or collection location:

- is suitable for the vehicle and Container;
- has sufficient width and overhead clearance;
- is free from low cables, branches and obstructions;
- has suitable ground conditions;
- is free from unsafe excavations;
- permits the vehicle to manoeuvre safely; and
- provides sufficient space for loading and unloading operations.

9.3 Our driver may refuse to enter or operate at a Site which they reasonably consider unsafe.

9.4 The driver's decision concerning the safe positioning, delivery or collection of a Container shall be final.

9.5 Where the Customer requests or directs our vehicle to leave the public highway or operate on private land, the Customer accepts responsibility for ensuring that the route and ground are suitable.

9.6 Sharp shall not be responsible for damage to roads, paving, driveways, kerbs, verges, drains, manholes, underground services or other surfaces where such damage results from inadequate ground strength, concealed services or the Customer's instruction as to vehicle or Container positioning, except to the extent caused by our negligence.

9.7 Where reasonably practicable, the Customer should notify us in advance of underground services, drains, cellars, basements or other concealed hazards.

10. WASTED JOURNEYS AND WAITING TIME

10.1 A wasted journey or aborted service charge may apply where we attend the Site but cannot complete the Service for reasons outside our reasonable control, including where:

- access is blocked;
- gates are locked;
- the Site is closed;
- the Container cannot be located;
- the Container is inaccessible;
- the Container is overloaded;
- the Container is unsafely loaded;



- the Waste is non-conforming;
- machinery or vehicles obstruct access;
- a permit is unavailable;
- the Customer cancels too late; or
- Site personnel prevent the Service from being completed.

10.2 Waiting time may be charged where our vehicle is delayed on Site beyond a reasonable period for reasons outside Sharp's control.

10.3 Charges will be made at Sharp's prevailing rate or the rate stated in the relevant quotation.

11. CONTAINER PLACEMENT ON THE HIGHWAY

11.1 A Container must not be placed on a public highway without any permission or permit required by the relevant Highway Authority.

11.2 Where legislation or the relevant Highway Authority requires the skip operator to obtain the permit, Sharp may arrange the permit and charge the Customer all applicable permit and administration costs.

11.3 Where the Customer is responsible for obtaining any permission, suspension or other approval, the Customer must ensure it remains valid for the full period required.

11.4 The Customer must comply with all conditions imposed by the Highway Authority, police or any other relevant authority.

11.5 The Customer must not move or reposition a Container located on a highway without our prior consent.

11.6 The Customer must not obstruct, remove, damage or interfere with any lights, cones, markings, covers or safety equipment provided with the Container.

11.7 Where lighting, cones or other safety equipment are required, the Customer must not interfere with that equipment and must notify Sharp if it becomes damaged, displaced or defective.

11.8 Where an authority requires a Container to be repositioned or removed due to circumstances attributable to the Customer or Site, reasonable additional charges may apply.

11.9 The Customer will be responsible for parking suspensions, bay suspensions and other Site-specific permissions unless expressly agreed otherwise.



12. LOADING OF CONTAINERS

12.1 Containers must be loaded safely and evenly.

12.2 Waste must not project above the top edge of the Container.

LEVEL LOADS ONLY.

12.3 The Customer must not:

- overload a Container;
- allow Waste to protrude from its sides;
- load material in a manner likely to fall during transport;
- exceed any stated weight restriction; or
- move the Container without our permission.

12.4 An overloaded or unsafe Container will not normally be collected until the Customer has removed sufficient material and made the load safe.

12.5 Any subsequent attendance may be subject to an additional haulage or wasted journey charge.

12.6 Where a Container exceeds the lawful or safe carrying capacity of our vehicle, we may require material to be removed or arrange additional transport at the Customer's cost.

13. HEAVY MATERIALS

13.1 Heavy materials including soil, clay, concrete, bricks, rubble and hardcore may only be placed in Containers suitable for their weight.

13.2 Large RoRo Containers must not be filled with dense heavy materials unless expressly authorised by Sharp.

13.3 We reserve the right to refuse collection where the estimated weight would make transportation unsafe or unlawful.

14. CONTAINER HIRE PERIOD

14.1 The applicable hire period will be stated on the quotation, booking or order confirmation.

14.2 Containers retained beyond the agreed hire period may be subject to additional rental charges.

14.3 The Customer must notify us when the Container is ready for collection.



14.4 Notification that a Container is ready for collection does not end the Customer's responsibility for the Container. Responsibility continues until the Container has been physically collected by Sharp.

14.5 We reserve the right to collect our Container at any time where:

- payment is overdue;
- the Container is being misused;
- the Container is at risk of damage or theft;
- the Customer has breached these Terms;
- the Site presents a safety risk; or
- continued hire may result in a regulatory breach.

15. OWNERSHIP AND CARE OF CONTAINERS

15.1 All Containers supplied by Sharp remain our property at all times.

15.2 The Customer obtains no title or ownership interest in any Container.

15.3 The Customer is responsible for the reasonable care and security of the Container from delivery until collection.

15.4 The Customer must not:

- move the Container without permission;
- modify it;
- paint it;
- remove or obscure Sharp branding;
- use it for any purpose other than the agreed purpose;
- allow another waste contractor to empty or exchange it without our permission; or
- sell, sub-hire or otherwise dispose of it.

16. DAMAGE, LOSS AND THEFT

16.1 The Customer shall be responsible for damage to a Container occurring while it is on hire, except for fair wear and tear or damage caused by Sharp's negligence.

16.2 Reasonable repair costs may be charged to the Customer.

16.3 Where a Container is lost, stolen or damaged beyond economic repair while under the Customer's control, we may charge the reasonable replacement value.

16.4 The Customer must immediately report theft, vandalism, fire or serious damage to Sharp.



17. COLLECTION AND OWNERSHIP OF WASTE

17.1 Subject to applicable law and any contrary written agreement, responsibility for and ownership of Waste shall transfer as appropriate when the Waste has been lawfully collected and accepted by Sharp.

17.2 Acceptance shall not prevent us from subsequently identifying Waste as misdescribed, contaminated or non-conforming.

17.3 Where Waste is rejected by a receiving or treatment facility because it differs materially from the Customer's description, clause 6 shall apply.

18. THIRD-PARTY FACILITIES AND CONTRACTORS

18.1 We may use authorised third-party carriers, brokers, disposal sites, treatment facilities and subcontractors in providing the Services.

18.2 Where a third-party facility subsequently identifies contamination or imposes an additional charge because the Waste differs from the Customer's description, we may pass the reasonable additional cost to the Customer.

18.3 Sharp does not guarantee that any particular treatment or disposal facility will remain available.

18.4 We may use an alternative appropriately authorised outlet where reasonably necessary.

19. WASTE DOCUMENTATION

19.1 The Customer must provide all information reasonably required for us to complete any waste transfer note, hazardous waste consignment note or other documentation.

19.2 The Customer authorises Sharp to prepare waste documentation using information supplied by the Customer.

19.3 The Customer is responsible for checking that waste information supplied by it is accurate.

19.4 The Customer must not knowingly provide false or misleading information regarding the source, composition, classification or quantity of Waste.

20. PAYMENT

20.1 Customers without an approved credit account must pay for Services in advance unless otherwise agreed.

20.2 Approved account Customers must pay invoices within the payment terms agreed with Sharp.



20.3 Where no separate payment period has been agreed, payment shall be due within the period stated on the invoice.

20.4 The Customer must notify us promptly of any genuine invoice dispute and provide sufficient details to allow us to investigate.

20.5 The Customer may not withhold payment of an undisputed amount because another invoice or part of an invoice is disputed.

20.6 We reserve the right to suspend further Services where invoices are overdue or an agreed credit limit has been exceeded.

20.7 We may require outstanding balances to be cleared before delivering, exchanging or collecting additional Containers, subject always to our legal and environmental obligations.

21. LATE PAYMENT

21.1 In respect of business Customers, we reserve the right to charge statutory interest, compensation and recovery costs where available under applicable late-payment legislation.

21.2 The Customer shall reimburse Sharp for reasonable debt-recovery costs incurred in recovering overdue sums to the extent permitted by law.

22. CANCELLATION

22.1 The Customer should provide as much notice as reasonably practicable when cancelling or amending an order.

22.2 A cancellation charge may apply where an order is cancelled after a vehicle, Container, plant, labour or subcontractor has been allocated or dispatched.

22.3 A wasted journey charge may apply where cancellation occurs after a vehicle has departed to undertake the Service.

22.4 Specially arranged disposal, plant, labour, permits, road closures, subcontractors and other committed third-party costs may remain payable following cancellation where those costs cannot reasonably be recovered by Sharp.

23. CONSUMER CUSTOMERS

23.1 Nothing in these Terms affects the statutory rights of a consumer.

23.2 Where a consumer enters into a distance or off-premises contract, any applicable statutory cancellation rights will apply.

23.3 Where the consumer asks Sharp to begin providing Services during a statutory cancellation period, the consumer expressly requests early performance of the Services.



23.4 Where permitted by law, if the consumer subsequently cancels after performance has begun, the consumer may be required to pay an amount proportionate to the Services already supplied.

23.5 Any provision of these Terms which applies solely to business Customers shall not apply to a consumer.

24. CUSTOMER INDEMNITY

24.1 Subject to applicable law, the Customer shall indemnify Sharp against reasonable losses, liabilities, costs, claims and expenses arising from:

- incorrect or misleading waste descriptions supplied by the Customer;
- undisclosed hazardous or prohibited Waste;
- the Customer's breach of environmental or waste legislation;
- unsafe loading by the Customer;
- unauthorised movement or misuse of a Container;
- damage caused by the Customer or persons under the Customer's control; or
- the Customer's material breach of these Terms.

24.2 This indemnity shall not apply to the extent that a loss is caused by Sharp's negligence or breach of law.

25. OUR LIABILITY

25.1 Nothing in these Terms excludes or limits our liability where it would be unlawful to do so, including liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot lawfully be excluded.

25.2 Subject to clause 25.1, Sharp shall not be liable to a business Customer for indirect or consequential losses.

25.3 Subject to clause 25.1, Sharp shall not be liable to a business Customer for:

- loss of profit;
- loss of revenue;
- loss of business;
- loss of contract;
- loss of anticipated savings;
- business interruption; or



- loss of business opportunity,

whether direct or indirect, to the extent permitted by law.

25.4 Nothing in these Terms limits any statutory rights which cannot lawfully be excluded.

26. DELAYS AND EVENTS OUTSIDE OUR CONTROL

26.1 Sharp will use reasonable endeavours to provide Services on the agreed date.

26.2 We shall not be responsible for delay or failure caused by circumstances outside our reasonable control, including:

- severe weather;
- road closures;
- traffic incidents;
- vehicle breakdown;
- accidents;
- fire;
- flooding;
- industrial action;
- shortages of fuel;
- regulatory action;
- closure or refusal of disposal facilities;
- utility failure;
- civil disturbance;
- epidemic or pandemic;
- acts of government; or
- other similar events outside our reasonable control.

26.3 Where reasonably practicable, we will rearrange the affected Service.

27. SITE HEALTH AND SAFETY

27.1 The Customer must inform us of any Site-specific hazards, restrictions and health and safety requirements before the Service is undertaken.

27.2 The Customer is responsible for ensuring our drivers and operatives can enter and operate on Site safely.

27.3 Where Site induction is mandatory, the Customer should notify us at the time of booking.



27.4 We may refuse or suspend Services where our driver or operative reasonably considers conditions unsafe.

28. CUSTOMER'S EMPLOYEES, CONTRACTORS AND THIRD PARTIES

28.1 The Customer is responsible for ensuring that its employees, contractors, occupiers and other persons with access to the Container comply with these Terms.

28.2 The Customer should take reasonable steps to prevent third parties depositing unauthorised Waste into a Container.

28.3 Unless otherwise agreed, Waste placed into a Container while it is on the Customer's Site will be treated as Waste presented by the Customer.

29. COMPACTORS, BINS AND SPECIALIST EQUIPMENT

29.1 Additional operating and safety instructions may apply to compactors, balers, REL containers, wheelie bins and other specialist equipment.

29.2 Customers must follow all instructions supplied with such equipment.

29.3 Only trained and authorised persons may operate powered equipment where applicable.

29.4 The Customer must immediately cease using equipment which appears damaged, unsafe or defective and notify Sharp.

30. VARIATION OF SERVICES

30.1 We may make reasonable changes to the method by which Services are provided where necessary for:

- operational reasons;
- health and safety;
- environmental compliance;
- changes in legislation;
- disposal outlet availability; or
- circumstances outside our reasonable control.

30.2 Where any change materially affects the price, we will notify the Customer where reasonably practicable.

31. TERMINATION AND SUSPENSION

31.1 We may suspend or terminate Services immediately where:

- the Customer fails to pay sums when due;



- the Customer materially breaches these Terms;
- the Customer repeatedly provides non-conforming Waste;
- continued provision would present a health and safety risk;
- continued provision could cause Sharp to breach environmental or other legislation;
- the Customer becomes insolvent or enters an equivalent formal insolvency process;
- or
- we reasonably suspect fraud or unlawful activity.

31.2 Termination shall not affect rights or liabilities which accrued before termination.

32. DATA PROTECTION

32.1 Personal information will be processed in accordance with applicable data-protection legislation and our Privacy Policy.

32.2 We may use contact information supplied by the Customer for legitimate operational purposes including:

- delivery notifications;
- collection notifications;
- account administration;
- waste documentation;
- service updates; and
- debt recovery.

33. TRANSFER OF RIGHTS

33.1 Sharp may subcontract performance of the Services or transfer its rights or obligations to another company within the Sharp Group or an appropriate service provider.

33.2 A consumer's statutory rights shall not be adversely affected by any such transfer.

33.3 A business Customer may not assign its rights under a contract with Sharp without our prior written consent.

34. WAIVER

34.1 A delay or failure by Sharp to enforce any right shall not constitute a waiver of that right.

34.2 Any waiver must be expressly confirmed in writing and shall apply only to the particular circumstances for which it was given.



35. SEVERABILITY

35.1 If any provision of these Terms is found by a court or competent authority to be unlawful, invalid or unenforceable, that provision shall be treated as removed or modified to the minimum extent necessary.

35.2 The remaining provisions shall continue in full force.

36. THIRD-PARTY RIGHTS

36.1 Unless expressly stated otherwise, no person other than the Customer and Sharp shall have any right to enforce these Terms.

37. CHANGES TO THESE TERMS

37.1 We may update these Terms from time to time.

37.2 Unless otherwise agreed, the Terms applicable to an order will be those in force when that order is accepted.

37.3 For ongoing commercial accounts or recurring Services, updated Terms may apply following reasonable notice to the Customer.

38. GOVERNING LAW AND JURISDICTION

38.1 These Terms and any dispute or claim arising from them shall be governed by the law of England and Wales.

38.2 For business Customers, the courts of England and Wales shall have exclusive jurisdiction over disputes arising from or relating to the Services.

38.3 Consumers retain any mandatory rights relating to jurisdiction that apply to them under law.



IMPORTANT WASTE AND SKIP HIRE NOTICE

LEVEL LOADS ONLY – OVERLOADED CONTAINERS MAY NOT BE COLLECTED.

DO NOT PLACE ASBESTOS, BATTERIES, GAS CYLINDERS, CHEMICALS, LIQUIDS, HOT ASHES OR OTHER HAZARDOUS MATERIALS INTO A GENERAL WASTE SKIP WITHOUT PRIOR WRITTEN AGREEMENT.

Additional charges may apply where Waste is incorrectly described, contaminated, overweight, prohibited, difficult to handle or rejected by a receiving facility.

Customers must provide accurate information regarding the type and classification of Waste.

The Customer is responsible for providing safe and suitable access for Sharp vehicles and Containers.

All Containers remain the property of Sharp at all times.