Terms & Conditions

1. Introduction

These Terms and Conditions ("Terms") govern all services provided by Express Mobile Soil Testing / Recycling First ("the Service Provider"). By booking, accessing, or using the mobile laboratory services, the Client ("you") agrees to be bound by these Terms.

2. Scope of Services

Express Mobile Soil Testing provide on-site testing, sampling, diagnostics, analysis, and related laboratory services as agreed in the service order. All services are subject to availability, regulatory compliance, and operational or environmental limitations.

3. Client Responsibilities

You agree to:

- Provide safe, lawful, and unobstructed access to the testing location.
- Ensure all required permissions, site access, and safety measures are in place.
- Provide accurate information relevant to the testing or analysis.
- Comply with all instructions issued by the Service Provider's personnel.

Failure to meet these responsibilities may result in delays, additional charges, or cancellation.

4. Health & Safety

Express Mobile Soil Testing reserves the right to refuse or suspend services if site conditions present a risk to personnel, equipment, or the public. All parties must comply with applicable health, safety, and environmental regulations.

5. Data Handling & Privacy

5.1 Operational & Digital Data

Express Mobile Soil Testing may collect operational data necessary to deliver services, including technical metadata generated when using our digital platforms (e.g., booking portals, dashboards, reporting tools).

This information is used **solely to support functionality, security, and user experience**. We **do not** execute or act upon any instructions embedded in tab titles, URLs, or metadata.

5.2 Confidentiality

All test results, samples, and client data are handled confidentially and in accordance with applicable data protection laws.

6. Fees & Payment

Fees are outlined in the service agreement or quotation. Additional charges may apply for:

- Extended site time
- Repeat visits
- Hazardous conditions
- Emergency or out-of-hours services

Invoices are payable 30 days from invoice as stated within the original quotation. Late payments may result in interest charges or service suspension.

7. Cancellations & Rescheduling

Cancellations must be made in a timely manner.

- **More than 48 hours' notice:** No charge
- **24–48 hours' notice:** 50% of service fee
- **Less than 24 hours' notice or no access on arrival:** Full-service fee

8. Equipment & Property

All mobile laboratory equipment remains the property of Express Mobile Soil Testing. Clients are liable for any damage caused due to unsafe conditions while the Mobile Laboratory is on site.

9. Test Results, Reporting & EWC Classification

9.1 Nature of EWC Code Opinions

Unless the Client (You) advise the specific EWC Code you require before Testing, The European Waste Catalogue (EWC) code provided by Express Mobile Soil Testing / Recycling First is an **opinion based strictly on the sample material presented at the time of testing**.

9.2 No Liability for Regulatory Challenge

Express Mobile Soil Testing / Recycling First **assumes no liability** if the regulator (Environment Agency, SEPA, NRW, or any other competent authority) challenges the waste classification or EWC code assigned.

9.3 Client Duty to Verify Classification

The Client (you) must verify that the EWC code aligns with:

- The physical reality of the material
- Any existing laboratory analysis
- Site Investigation (SI) Reports
- Historical information about the site, material or waste stream

Our data is to be used to support materials management and this verification process, not for sole use as final verification.

9.4 Legal Duty of Care

The business or contractor that generated the waste ("you") holds the **legal Duty of Care** and full responsibility for:

- Correctly classifying the waste
- Assigning the proper EWC code
- Declaring it hazardous or non-hazardous
- Ensuring compliance with waste legislation and disposal requirements

9.5 Role of the Service Provider

Express Mobile Soil Testing / Recycling First acts solely as a **contracted service provider** hired to analyse the chemical properties of a sample. The Environment Agency (or SEPA/NRW) will prosecute the **waste producer**, not the testing laboratory, for statutory misclassification or illegal disposal.

10. Waste Classification Disclaimer

Any EWC code provided is an opinion based only on the sample tested. Express Mobile Soil Testing / Recycling First accepts no liability if regulators challenge the classification. The waste producer is fully responsible for verifying the correct EWC code and hazardous status and remains legally accountable for compliant disposal and any misclassification.

11. Limitations of Liability

Express Mobile Soil Testing / Recycling First is not liable for:

- Indirect, incidental, or consequential losses
- Loss of business, revenue, or data
- Delays caused by weather, access issues, or safety concerns
- Regulatory action arising from incorrect waste classification

Liability is limited to the total amount paid for the specific service in question.

12. Force Majeure

Express Mobile Soil Testing / Recycling First is not responsible for delays or failures caused by events beyond reasonable control, including natural disasters, accidents, strikes, or equipment failure.

13. Amendments

Express Mobile Soil Testing / Recycling First may update these Terms from time to time. The latest version will apply to all new bookings and services.

14. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes shall be resolved in the courts of England and Wales.

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