

# DGSA Solutions

Dangerous Goods & Hazardous Waste Compliance  
A Member of the British Association of Dangerous Goods Professionals

## TERMS & CONDITIONS

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### Terms and Conditions of Business

Version 1.2 • Effective 01-01-2024

These terms set out the basis on which DGSA Solutions Limited provides its services. Please read them carefully. If anything is unclear, please make contact before instructing us.

#### 1. About us and these terms

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In these terms, “we”, “us” and “our” mean DGSA Solutions Limited (trading as DGSA Solutions), company number 15727825, Registered Office: 27 Old Gloucester Street, London, WC1N 3AX. “You” means the client DGSA Solutions Limited are providing services to.

These terms apply to all services we provide unless we agree otherwise in writing. By accepting our quotation or instructing us to carry out work, you agree to these terms. They apply in place of any terms you may put forward, unless we expressly agree to yours in writing.

#### 2. Our services

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We provide dangerous goods safety adviser (DGSA) services and related waste and compliance consultancy, which may include:

- Hazardous waste classification and EWC (European Waste Catalogue) coding.
- ADR road transport compliance, advice and DGSA duties.
- WEEE and waste regulatory advisory.
- Waste Brokerage, Dealing, Audits, Reports and Documentation.

The scope of each engagement is set out in the relevant quotation or proposal. Work falling outside that scope will be quoted and agreed separately before it is carried out.

#### 3. Quotations and how a contract is formed

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Our quotations are valid for 30 days from their date unless we state otherwise. A binding contract is formed when you accept our quotation in writing (by signed acceptance or by email), or when you instruct us, in writing, to begin work, whichever happens first.

#### 4. Your responsibilities

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Our advice depends on the information, samples, documents, pictures and site access you provide. You are responsible for ensuring that everything you provide to us is accurate, complete and up to date, and for informing us promptly, in writing where applicable, of any change to your processes, waste streams, operations or circumstances that may affect our advice.

You remain responsible for your own legal and regulatory compliance. Our role is to advise and support you. The statutory duties that apply to your business, including those under the carriage of dangerous goods regulations and ADR, and the waste duty of care, remain with you. Our advice does not transfer those duties to us and does not constitute legal advice.

#### 5. Reliance on our advice

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Our reports, advice and deliverables are prepared solely for you and for the specific purpose stated in the engagement. They may not be relied upon by any third party, or used for any other purpose, without our prior written consent.

Our advice reflects the regulations and guidance in force at the date it is given. We are not obliged to update it for later changes in law, regulation or your circumstances unless you separately engage us to do so.

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#### DGSA Solutions Limited

Registered office: 27 Old Gloucester Street, London, WC1N 3AX • Registered in England & Wales Company No: 15727825 • VAT No: GB 476 4369 51

www.dgsasolutions.com • hello@dgsasolutions.com • Tel: +44 (0) 7887 010934

## 6. Fees, expenses and VAT

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Our fees are as set out in the quotation. Reasonable expenses and disbursements, for example travel, third-party laboratory testing, carrier or disposal costs, are charged in addition unless the quotation states otherwise. All fees are exclusive of VAT, which is charged at the prevailing rate.

## 7. Payment

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All our Invoices are payable within 14 days of the invoice date, unless agreed otherwise in writing. Retainer fees are invoiced monthly in advance. Where sums are overdue, we may charge interest and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, and we may suspend current or further work until payment is received.

## 8. Intellectual property

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We retain copyright and all other intellectual property rights in our reports, tools, templates, methodologies and working materials. On full payment for the relevant engagement, you receive a non-exclusive licence to use the deliverables we provide for your own internal business purposes and reporting.

## 9. Confidentiality

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Each party will keep the other's confidential information confidential and use it only for the purposes of the engagement, except where disclosure is required by law or by a regulator, or where the information is already in the public domain.

## 10. Data protection

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We process personal data in accordance with the UK GDPR and the Data Protection Act 2018. Details of how we handle personal data are set out in our Privacy Notice, available on request.

## 11. Professional indemnity insurance

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We maintain professional indemnity insurance appropriate to the services we provide. Details of the level of cover are available on request.

## 12. Our liability

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Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.

Subject to the paragraph above, our total liability arising out of or in connection with any engagement, whether in contract, tort (including negligence) or otherwise, is limited to £2,000,000 GBP.

We are not liable for any indirect or consequential loss, or for loss of profit, revenue, business, goodwill or anticipated savings. We are not liable for any loss arising from inaccurate, incomplete or late information provided by you, or from your failure to act on our advice.

## 13. Associates and subcontracting

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We may use suitably qualified associates or subcontractors to help deliver our services. Where we do, we remain responsible to you for that work.

## 14. Termination

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Either party may end a one-off engagement by giving 30 day's written notice. A retainer may be ended by either party giving one month's written notice. We may end an engagement immediately if you materially breach these terms or fail to pay a sum that is overdue. On termination, you remain liable to pay for all work completed at the time of termination and for any expenses incurred up to the date of termination.

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## 15. Events beyond our control

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Neither party is liable for any delay or failure to perform caused by events beyond its reasonable control. Where such an event occurs, the affected party will let the other know and the parties will agree how to proceed.

## 16. General

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- Nothing in these terms creates a partnership, joint venture or agency between us.
- These terms, together with the quotation, form the entire agreement between us for the relevant engagement.
- We may update these terms from time to time. The version in force when your engagement begins applies to that engagement.
- A person who is not a party to the contract has no rights under the Contracts (Rights of Third Parties) Act 1999.
- If any provision is found to be unenforceable, the remaining provisions continue in full force.

## 17. Complaints

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We aim to provide a high standard of service. If you are unhappy with any aspect of our work, please contact Tim Hourahine and we will respond promptly and do our immediate best to rectify the cause and create an auditable Corrective Action Report (C.A.R.).

## 18. Governing law and jurisdiction

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These terms and any dispute arising out of them are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

## 19. Contact us

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DGSA Solutions Limited, Registered address: 27 Old Gloucester Street, London, WC1N 3AX.  
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