



The Waste Company Ltd

We make sense out of rubbish



The Waste Company (UK) Ltd - Customer Terms and Conditions

It is The Waste Company (UK) Ltd policy to comply with legislation and to give best customer service.

The Waste Company (UK) Ltd continually reviews and assesses the performance and competence of the sub-contractors who undertake projects with The Waste Company (UK) Ltd.

In the following Terms and Conditions

1. General Terms and Conditions

1.1 These General Terms and Conditions shall, govern all requests made by the Customer such as quotations, order confirmations, purchasing orders, orders and delivery dates, except to the extent that these General Terms and Conditions specify otherwise.

1.2 Deviating conditions shall only apply when The Waste Company (UK) Ltd expressly agrees to them in writing, and they shall apply exclusively to the agreement(s) for which they are made.

1.3 In these General Terms and Conditions, "goods" shall be understood to include any services provided by The Waste Company (UK) Ltd, including but not limiting, container hire, lorry hire, wheelie bin services, liquid services.

1. (3a) The Waste Company (UK) Ltd is referred to as "the Company", "the Supplier" refers to where permitted The Waste Company (UK) Ltd or The Waste Company (UK) Ltd.'s suitably authorised sub-contractor and the person to whom any quotation is made and accepted by the placing of an order is referred to as "the Customer".

2. Request for Quotations

2.1 Quotations will be provided upon current market rates and the Company will be entitled to apply increases where deemed suitable at any point in the contract.

2.2 Any quotation provided by the Company will not take into account Value Added Tax or any other Tax (unless otherwise stated). The Customer in addition shall pay the price of Value Added Tax as well as the contract price.

2.3 All quotations provided by the Company are valid for 30 days (unless previously cancelled by the company). If the quotation is not accepted within the time provided by the Company then the quotation will automatically be lapsed unless it has been extended clearly in writing by the Company.

2.4 Acceptance of any quotation by the Customer shall include the acceptance of these terms and conditions. Any other terms or conditions shall be void unless an agreement has been made expressly in writing between the Customer and the Company

3. Agreement

3.1 An agreement shall be deemed to have been concluded as soon as the Company receives a written order from the Customer. If, however, the order is sent after expiry of the period referred to in Article 2(3) or the order deviates significantly from the quotation, the agreement shall be deemed void until another quotation has been provided to the Customer from the Company.

3.2 Any time periods or dates quoted for the delivery of goods by the Company are approximate only, they are not to be taken as agreed times or dates

3.3 The ordering of goods will take place within the normal working days i.e. Monday – Friday and normal working hours. Services requested by the Customer outside of normal working days or normal working hours may be subject to additional charges. Bank holidays are not deemed to be normal working days.

3.4 Any requests for goods must go directly through the Company, who will liaise with the Sub-Contractor on behalf of the Customer in regards to all services provided by the Company.

3.5 No services will be provided to the Customer until an official purchase order detailing but not limiting to, an order number, delivery address and site contact provided to the Company or unless written acknowledgement has been accepted from the Customer by the Company.

4. Conditions of Hire

4.1 Any containers delivered to site on behalf of the Company remain the sole responsibility of the Customer whilst there. The Company shall not be liable for any breakage or damage caused to the goods supplied by the Company. Any such breakage or damage caused to goods supplied by the Company to the Customer will be chargeable to the Customer.

4.2 It is the responsibility of the Customer to ensure and maintain that there is adequate and safe vehicle access to the site including facilities for maneuvering and on/off loading goods. It is also the responsibility of the Customer for ensuring suitable ground condition.

4.3 The Customer will ensure that any deliveries or collection of goods to or from site is enabled to be carried out without risk of damage to the vehicle, its driver or its load and without obstruction to the public highway.

4.4 Should the container be required by the Customer to be placed on the public highway, the Customer is responsible for having obtained the necessary license from the appropriate authority.

4.5 The Customer must comply with all reasonable instructions from the Company in relation to the use of containers and **must not**:

- Alter, adapt or damage a Container or affix anything onto a Container;
- Place anything in a Container which is likely to damage a Container;
- Light a fire in a Container;
- Move a Container to an alternative location on Site without the Written Consent of the owner of the Container;
- Sublet, charge, lease, hire or part possession of any Container;
- Deposit anything other than Waste in a Container;
- Compact the Waste in or overfill any Container;
- Exceed weight loading restrictions.

4.5 (a) Any costs incurred due to a breach of the terms in Article 4.5 will be passed onto the Customer by the Company.

4.6 The Customer is the sole owner and controller of the waste placed in each container and must comply with its obligations in respect of the waste under the law including, but not limited to, Environmental Law.

4.7 If a container has been overfilled, the container will not be removed from site and the customer will be liable to remove excess waste before collection of the container - this may also incur additional charges in the form of a wasted journey/s. In each case the Customer will be required to hire an additional container to remove any excess waste.

4.8 If whilst on hire a Container is slightly damaged (fair wear and tear accepted) the Customer shall indemnify the owner for the cost of repair to the Container and any direct consequential cost arising from such damage.

4.9 If whilst on hire a Container is stolen, lost, destroyed or damaged beyond economic repair the Customer shall indemnify the Owner in respect of such loss and any consequential loss arising there from.

5. Acceptance of Goods

5.1 If there are any discrepancies with regards to the condition of the containers on delivery it is the Customers duty to make the Company aware immediately. Any damage or breakage caused to goods on delivery will remain the responsibility of the Sub-Contractor.

5.2 The Company will not take any responsibility for any damage to any container however caused.

5.3 The Customer is required to provide the Company with the names of approved signatories in the form of who is allowed to accept and sign the delivery of goods.

5.4 On signing the Proof of Delivery ticket the Customer has accepted the goods and is contracted to these Terms and Conditions.

5.5 Upon delivery of any Services by the Company to the Customer, the Customer is wholly responsible in ensuring an appropriately trained and adequately qualified Banksman is present during the delivery of the Services to the Customer. The Company accepts no liability or responsibility for any action/s that result in any loss, damages, breakages or costs suffered by the Customer due to the delivery of Services by the Company.

6. Prices, charges, invoices and payment

6.1 All prices and charges quoted shall be deemed to include all direct and indirect costs of whatever kind.

6.1 (a) All pricing/quotations submitted are valid for a maximum period of 30 days from date of quotation/pricing submitted.

6.1 (b) All pricing is subject to market conditions remaining the same throughout the duration of the agreed job/purchase order/contract. The Waste Company (UK) Ltd reserve the right to alter any prices in line with any changes in market conditions or industry legislation. The customer will be notified of any pricing change by email and at the earliest opportunity.

6.2 Payment terms are subject to the Customer having an approved credit account facility with the Company.

6.3 Any queries in respect to invoices sent by the Company must be brought to the attention of the Accounts Department by the Customer within 7 working days from the date of which the invoice was sent. Any queries made after the 7 working day period may be disregarded by the Company subject to discretion of the Directors. Thereby all due payments must be made within the agreed payment terms to the Company by the Customer.

6.4 If payments have not been made by the Customer within the payment terms set out by the Company, the Company is entitled to discontinue services until payments are made, or an agreement has been made with the Customer and Company Director in writing.

6.5 All late payments are subject to the following surcharges;

- Over 30 Days - 4% of total invoice value
- Over 60 Days - 8% of total invoice value
- Over 90 Days – 15% of total invoice value
- Over 120 Days – 25% of total invoice value



7. Force majeure

7.1 In the unforeseeable circumstances the Company is prevented from fulfilling a contract, the Company shall not be liable to pay compensation, provided that the Company informs the Customer verbally or in writing about the default and the underlying reasons forthwith and, in any event, within the period agreed for compliance with the obligation.

8. Dissolution

8.1 The Customer is entitled to terminate or cancel an agreement by giving 14 working days written notification, without having any liability to the Company.

8.2 Should the Customer choose to cancel services for which an order of instruction has been taken by the Company before the 14 day cancellation period the following charges will be applied:

4-13 days' notice – 10% of total hire charge

1-3 days' notice – 50% of total hire charge

Less than 24 hours' notice – 100% of total hire charge

9. Acceptance

9.1 The customer hereby accepts that it shall comply with all the terms and conditions of any agreement concluded or to be concluded between The Waste Company (UK) Ltd.

9.2 The Waste Company (UK) Ltd shall always inform the customer of the terms and conditions referred to above prior to the initial agreement.

PLEASE SIGN BELOW TO ACCEPT THE ABOVE TERMS AND CONDITIONS

SIGNATURE: _____

PRINTED: _____

POSITION: _____

DATED: _____

INTERNAL OFFICE USE ONLY

PROCESSED BY PRINT _____ DATE _____

CREDIT CHECKED PRINT _____ DATE _____