# **Terms and Conditions**

## Definitions

**Additional Charge means** an increase in the Price in the following circumstances:-

1. where the Price given relates to a fixed tonnage as detailed overleaf is exceeded;
2. where the type of waste collected differs from that for which the Price was given;
3. where the collection time exceeds that provided in Condition 11;
4. where the Service is provided outside Working Hours;
5. where the Hirer is in breach of any of these Terms and Conditions, to include, but not limited to wasted journeys.

**Disposal Site means** the disposal site where the Product is to be transported.

**The Driver means t**he Driver of the Vehicle.

**Force Majeure means a**ny circumstances beyond the reasonable control of either the Provider or Supplier (including; without limitation any strike, lockout or any form of industrial action; software/hardware or web site technical issues; extreme weather; and difficulties in obtaining fuel, parts or machinery, breakdown/malfunction or power failure of machinery/computers).

## The Hirer means the client who requests a Service from the Provider.

**The Period of Hire means t**he period of time from the delivery of the Product to the Site until collection by the Supplier/Provider.

**The Plant means** any plant and/or equipment hired by the Hirer.

**The Price** means the price agreed between the Hirer and the Provider for the provision of the Service.

**The Product means**

1. the container or containers used to store waste on Site, which is/are then transported by the Vehicle to the Disposal Site where it is/they are emptied;
2. any Plant whether or not used for the storage/disposal of waste;
3. any materials supplied by the Provider or the Supplier.

**The Provider means** Eco-Cycle Waste Management Ltd (Company no. 15880995).

**The Service(s)** **means** any one or more of the following:

## (a) supply of the Product agreed between the Hirer and the Provider by the Supplier for the Period of Hire to facilitate the removal of waste from the Site on behalf of the Hirer and then the subsequent disposal of the waste,

## (b) supply of Plant to the Hirer with or without an operator;

## (c) supply to the Hirer of any other site service, to include but not limited to the supply of aggregates and storage containers, together with any other service as detailed from time to time on the Provider’s website.

**The Site means** where the Product is deposited on request of the Hirer.

## The Supplier means the Provider or the Provider’s authorised agent/sub contractor who supplies the Service(s).

**The Vehicle** **means** the Vehicle or Vehicles used to provide the Service(s).

**Working Day means** Monday to Saturday.

**Working Hours means** .Monday to Friday between 7.00am to 6.00pm and Saturday between 7.00am to 12 noon.

**General**

1. These Conditions shall apply to all contracts for the supply of the Service(s) by the Provider to the exclusion of all other terms and conditions. It shall apply where the context permits for the benefit of the Provider/Supplier’s employees, agents and sub-contractors as if they have been parties hereto. Any variation of these Conditions will only be binding if both the Hirer and the Provider have agreed to it in writing.
2. Any clerical error which has resulted in a typographical error or error/omission in any quotation, price list, sales literature, invoice, acceptance of offer, website or any other document/information issued by the Provider or Supplier will be subject to correction without any liability on the part of the Provider.
3. All requests for the Services will be deemed to be an offer by the Hirer to purchase the Services abiding by these terms and conditions. The Service will be offered subject to the availability of suitable Products to the Provider.
4. The Hirer agrees that they will not treat any information supplied to them by the Provider as a representation; warranty or guarantee and they will rely fully on their own skill and judgement in selection of the Service.
5. Any reference in these in these Conditions to a statute, regulation or provision shall be construed as a reference that will be amended enacted or extended at the relevant time.
6. The Provider will endeavour to comply with the Hirer’s requests, however the Provider accepts no responsibility for the failure or delay to supply or remove any Products, which may be caused by; any direct or indirect circumstances beyond the Provider’s control; any unforeseen or abnormal conditions; or by any act of negligence on the part of the Hirer. The provision of the Service may be partially or fully suspended at the Provider’s discretion without liability being placed on the Provider for any loss resulting from the suspension.
7. **Pricing and Payment**
	1. Prices quoted are based on the disposal of non-hazardous waste unless otherwise specified. Hazardous waste includes (but is not limited to) asbestos, plasterboard, fridges/freezers, fluorescent lighting tubes and computer/electrical equipment. For further clarification please go to Condition 8.
	2. Except where the Hirer has a previously approved credit account with the Provider the payment for the provision of the Service will be made in full by the Hirer to the Provider before the Product is delivered by the Provider or Supplier.
	3. When the Hirer has an approved credit account the Provider will invoice the Hirer at the end of each month for all Services ordered prior to the date of invoice. The Hirer will pay the Price within 30 days of the date on the Provider’s invoice. The time of payment of the Price will be of essence.
	4. Any query in relation to any invoice supplied to the Hirer must be raised by the Hirer with the Provider within 14 days of the date of issue, failing which the invoice will be deemed to be accepted and due for payment in accordance with these Conditions.
	5. If the Hirer fails to make a payment on the due date, without prejudice to any other remedy or right available to the Provider, the Provider will be entitled to:
		1. appropriate any payment made by the Hirer for the Service(s) or any Service under any contract between the Hirer and the Provider, as the Provider may think fit. This is notwithstanding any purported appropriation by the Hirer.
		2. charge interest to the Hirer both before and after any judgment on the amount unpaid at the rate of 10% per annum until the full payment is paid. A part of a month is treated as a full month for these purposes.
		3. in the Provider’s absolute discretion cancel the contract or suspend the further provision of the Service.
		4. if payment for this or any other Service(s) was made or offered by credit or debit card the Hirer hereby irrevocably authorises the Provider to obtain payment from such card using any supplied information for this or any other contract between the Provider and the Hirer. Refunds to the credit or debit card will be subject to an administration fee.
	6. The Provider reserves the right to refuse, grant, cancel, alter, withdraw or restrict credit terms at its discretion at any time, invoices for any additional charge shall be despatched within 30 days of the Additional Charge being incurred and is payable within 14 days thereafter and any non payment will be subject to interest in accordance with Condition 7.5.2.
	7. The Provider shall have the right to adjust its prices for any increase in costs of any kind arising for any reason after the date of the Contract.

7.7.1 Price changes shall take effect on the date of service on the Hirer of notice of the change.

**8.** **Hirer’s Obligations**

* 1. That waste is only stored in appropriate containers.
	2. That no liquids, toxics or dangerous/hazardous materials will be placed in the Product without the written consent of the Supplier.
	3. That the contents of the Product, (where applicable), when loaded conform to the local Waste Regulation Authority with regard to its suitability for disposal as general waste or special waste at a controlled waste disposal Site.
	4. That the contents of the Product, (where relevant), when loaded conform to the Hazardous Waste (England & Wales) Regulations 2005 or any re-enactment thereof, or any amendment thereto
	5. That the Hirer must give the Provider 7 days prior notice and obtain a written agreement, (which will incur an Additional Charge) from the Provider before placing bonded asbestos in the Product.
	6. That if any liquids, toxics or hazardous/dangerous material are placed in the Product the Hirer will immediately inform the Supplier and the Provider.
	7. That no cans, bottles or any liquid containers are placed in the Product unless they are open for inspection, are dry and have no liquid residues.
	8. That the Hirer declares the waste type accurately and signs the single/multiple consignment note when completing the transfer note.
	9. That the Hirer has hired in Plant insurance and will produce to the Hirer on request a copy of a valid insurance policy and the Hirer confirms it will at all times comply with all provisions of its insurance, to include but without limitation ensuring the security of the Plant or product.
	10. Where the contract is for the hire of Plant the Hirer must at all times comply with the Construction Plant Hire Association Model Conditions for the Hiring of Plant, (“the CPA Conditions”), which by this Condition are expressly incorporated within these Conditions. In the event of a conflict between these Conditions and the CPA Conditions the terms of these Conditions shall prevail.
	11. In the event of the Hirer’s insurers declining a claim due to any act or omission of the Hirer then the Hirer shall be directly liable to make payment to the Provider of all and any losses sustained as a result of the aforesaid act or omission.
	12. That all appropriate certificates for any hazardous waste disposal will be forwarded to the Provider during the Period of Hire.
	13. The Hirer will not move the Product from Site unless the Hirer has the prior written consent of the Provider, the Supplier and if necessary the Highway Authority.
1. **Collection of Product or Plant**

9.1 The Price shall include a thirty minutes waiting time for the collection of Plant, in the event of the Plant not being available for collection within that time Additional Charges shall incurred and payable by the Hirer.

9.2 The Hirer when requested to do so by the Driver will be required to direct the Driver as to where to deposit the Product or locate it on collection.

9.3 The Hirer will ensure, that before they request the Provider or direct the Driver to deposit the Product on Site, that all the permissions, consents as may be necessary pursuant to any statute, regulation or otherwise for the Product to be lawfully placed on Site, have been obtained.. The Hirer will ensure that these permissions will be kept in place for the period of the hire and up to 3 days after where necessary.

9.4 Where the Provider/Driver is requested or directed to place the Product or collect the Product.

9.4.1 If the Provider or Supplier is prevented by any reason beyond its control from delivery or collection of the Product, the Hirer will remain liable for the payment of the Provider’s charges and any additional fees, which the Provider will reasonably so require for the further provision of the Service.

* + 1. Where the Provider, Supplier or Driver are requested to deposit or pick up a Product on or from a Site that is located off a Public Highway or where the delivery/collection otherwise involves the Vehicle travelling over pavements, drains, yards, roads forecourts, gratings, asphalt areas or any other areas so like the Provider will be under no liability whatsoever to the Hirer for any damage caused whilst the Vehicle is off the highway. This is without prejudice to the generality of Condition 17.
		2. The Hirer will subject as above save harmless and keep the Provider indemnified against any claim or demand arising out of any such request or deposit whether directly or indirectly.
		3. Any dates quoted by the Provider for the delivery of the Plant or Product are approximate only and shall not form part of the Contract and the Hirer acknowledges that in the performance expected of the Provider no regard has been paid to any quoted delivery dates
1. **Site Access and Location**
	1. The Provider or Supplier is under no obligation to deposit the Product anywhere other than a highway or Site (that complies with the conditions of Condition 9.3, unless otherwise has been specifically agreed in writing between the Provider and the Hirer.
	2. In all cases the Hirer agrees to:
		1. Accept delivery and provide necessary directions to a suitable Site promptly on the Vehicle’s arrival.
		2. Provide and adequately maintain all necessary approach roads and Sites for the purpose of deliveries, changeovers and collections.
		3. Rely on their own skill and judgement and to satisfy themselves in relation to the suitability of all approach roads, tracks or ground for the purposes of the delivery, collection and placement of the Product.
		4. Notify the Provider when ordering the Service of any special requirements for the delivery, collection or changeover.
		5. Ensure that an authorised person is present at the time of any delivery, changeover or collection to sign an acknowledgement note of the received .delivery/changeover/collection and that the acknowledgement note is signed by the authorised person and not otherwise, in the absence of such an authorised person the Provider shall leave the Plant/Product at a location it shall in its absolute discretion think fit.
		6. Any delivery/changeover or collection note that is signed by a person with apparent authority to do so will be deemed as signed by an authorised representative of the Hirer.

10.2.7 When no authorised person is available to sign an acknowledgement note the Driver will wait 10 minutes from the arrival of the Product or Vehicle at the Site thereafter the Supplier’s written confirmation of delivery shall be final and binding on the Hirer.

* 1. The Hirer shall save harmless and keep the Provider indemnified against any claim demand or penalty arising during the Period of Hire that could not have been made had the Provider not agreed to provide the Service. This includes but is not limited to any claims from third parties for any damages from any accidents related to any Product during the period of hire.
	2. Under section 140 of the Highways Act of 1980 the Provider may arrange the repositioning or the removal of the Product if required to so at any time by a Highway Authority or Local Authority. The Hirer will be responsible for any reasonable additional costs incurred by the Supplier or Provider.

**Miscellaneous**

1. The Provider will not be liable to the Hirer or deemed to be in breach of contract when any of the Provider’s or Supplier’s obligations in relation to the Service are delayed or not performed, if the delay/failure was due to Force Majeure.
2. Risk: The risk and all legal requirements in relation to the Product/Products supplied in a contract will pass to the Hirer on delivery of the Product/Plant to the Site. The risk and all legal requirements will remain with the Hirer throughout the Period of Hire.
3. Complaints relating to any part of the Service must be received within 14 days of the Service being undertaken.
4. The Provider agrees to dispose the contents of the Products in accordance with the terms of this contract, unless otherwise agreed in writing between the Hirer, the Provider and the Supplier. If the contents of the Product do not comply with the terms of this contract the Hirer will pay any Additional Charge.
5. **Delivery, Changeovers and Collections**
	1. The Hirer will ensure that that the Products is filled within the Period of Hire and that they inform the Provider or Supplier in reasonable time for a collection or changeover, unless otherwise has been specifically agreed in writing between the Hirer and the Provider.
	2. The Hirer will ensure that when a delivery, changeover or collection is due to take place that adequate space is left for the Driver to access and successfully remove or deliver the Product/Plant.
	3. The Provider will endeavour to provide a same day Service for the deliveries, changeovers and collections of Products, however the Hirer must allow for a minimum notice period of 2 clear days.
	4. On collection of the Product the ownership of the contents will pass from the Hirer to the Provider unless otherwise agreed in writing.
	5. The Hirer will ensure that throughout the Period of Hire the Product:
		1. Where necessary is properly coned and lit during the hours of daylight and/or darkness.
		2. Suffers no damage apart from fair wear and tear.
		3. Has no fires lit in it.
		4. Has no noxious substances; liquid cement or concrete; or noxious substances are placed in it.
		5. And/or its contents cause no danger towards any third party in particular but without limitation to children.
		6. Is properly sited in accordance with any relevant permissions and that all conditions in this contract are observed and upheld for the whole duration of the Service.
		7. Is filled to a level and in such a manner that spillage is prevented both whilst the Product is stationary and whilst it is being transported.
		8. Is kept in a secure place and if the Product is lost or stolen the Hirer is responsible for the cost of purchasing a replacement Product.
	6. When necessary to notify the Supplier of and the Supplier’s responsibility to ensure compliance with any condition imposed by a Highway Authority in relation to the marking of the Product with reflective paint.
6. **Insolvency of Hirer**
	1. This Condition applies if:
		1. The Hirer threatens to cease or ceases to carry on business.
		2. A receiver is appointed to take or an encumbrancer takes possession of any of the property or assets of the Hirer.
		3. The Hirer becomes subject to an administration order; becomes bankrupt (individual or firm); goes into liquidation (company) other for the purpose of reconstruction or amalgamation; or makes a voluntary arrangement with creditors.
		4. The Provider reasonably apprehends that any of the events in this Condition 16 is about to occur in relation to the Hirer. The Provider will firstly notify the Hirer accordingly.
	2. If this Condition applies:
		1. The Hirer gives an irrevocable authority to the Supplier to enter the Site and remove from it (without prior notice or warning) any Product.
		2. The Provider will be entitled to, without any prejudice to any other right or remedy that is available to the Provider, suspend any further deliveries under any contract or cancel the contract without any liability to the Hirer. If Services have been provided but are unpaid the payment will become immediately due and payable regardless of any previous agreement or arrangement that is contrary.
7. **Limitation on liability**

The Provider shall have no liability to the Hirer for any loss (including loss of profit or other economic loss (direct or indirect), indirect or consequential loss) or damage of any nature (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) arising from any breach of any express or implied warranty or any of these Conditions or any negligence, breach of statutory or other duty on the part of the Provider) or in any other way out of or in connection with the performance or purported performance of or failure to perform the Service(s) except for death or personal injury resulting from the Provider’s negligence, fraudulent misrepresentation; or as may be expressly stated in these conditions.

**18 Jurisdiction**

These Conditions shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with them.