

Terms and Conditions

These Terms and Conditions govern the supply of services supplied by Pure Clean Waste Solutions Ltd, Old Moor Road, Bredbury, Stockport, Cheshire SK6 2QE (Company No. 07808673) ("we" and "us") to the customer named on the order form overleaf ("you"). Together with the completed order form, these Terms and Conditions constitute the entire and only agreement between us in relation thereto.

1. Interpretation

In these conditions the following words shall, where the context permits have the following meaning:

1.1. "Contract" means the contract overleaf between you and us of which these conditions form part.

1.2. "EPA" means the Environmental Protection Act 1990 (which expression shall include any statutory modification or re-enactment of it for the time being in force and all subordinate legislation enacted pursuant from the EPA from time to time)

1.3. "Equipment" means all machinery, equipment, plant, tools and apparatus supplied under this agreement together with all renewals and replacements of it or its components additions spare parts and accessories used with it.

1.4. "Services" means the services or other services to be provided by us to you and described in the Service Schedule overleaf or such additional services as may be agreed separately between us.

1.5. "Term" The contract commences on the date overleaf and will continue for a minimum period of 52 weeks from the date we actually provide the first of the Services to you and thereafter will continue until terminated in accordance with these terms and conditions.

1.6. "VAT" means value added tax or any tax modifying or replacing it ; and

1.7. "Waste" means the specific categories of waste to be disposed of or placed or deposited in the Equipment as agreed overleaf and no others

2. Acceptance of Terms

2.1. All rates and prices quoted to you and all services rendered and all orders received are quoted, supplied and received upon these conditions only.

2.2. No variation of or addition to these conditions shall be effective unless specifically agreed in writing with us.

3. Price for the Services

It is agreed as follows:

3.1. The price for the Service and Equipment is our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current on the date the order for Services is accepted.

3.2. All prices for the Service are quoted or listed on the assumption that the Service is provided between the hours of 8.00am and 5.00pm on Monday to Friday. Any Service provided at your request outside these hours, including weekends, public holidays, local or statutory holidays shall be subject to such additional charge as we may notify to you in writing from time to time.

3.3. Prices for the Service are based on legislation and costs current at the date overleaf and can be varied by us if there is any change in legislation or increases in costs or taxation arising at any time during the term of this contract.

3.4. That records maintained by us will act as proof of services delivered.

3.5. Where our charges are per lift and are based on estimated weight we may revise the estimated weight at any time and increase the charge accordingly if we believe that the average weight collected is greater than the estimated weight.

3.6. Where our charges are based on numbers of waste containers we may revise the number of containers required by you at any time and increase the charge accordingly if we believe that the average number of containers you require is greater or less than originally estimated.

3.7. We reserve the right, by giving notice to you at any time before collection, to increase the price for the Service

4. Payment

4.1. All the invoices for the Services and Equipment must be paid for in full by you within 30 days of the date of collection of the relevant collection of Waste. No deduction shall be made for anything whatsoever including, but not limited to, any set-off or counter-claim. If any invoice is not paid in full by the due date, interest, compounded at the end of each month, shall be payable on the invoice or any part unpaid from the due date for payment until paid in full at the rate of 4% above the base rate of Barclays Bank PLC from time to time.

4.2. VAT shall be charged at the rate prevailing at the date of the invoice and on all charges made by us

4.3. We reserve the right to delay or suspend delivery of the Service until outstanding payments due to us under any agreement between us have been made.

4.4. We reserve the right to require payment in advance if there is reason to doubt that sums due under this or any other agreement between us will be paid in full

5. Mutual Obligations

5.1. Our obligations

5.1.1. We will provide the Service to you in a proper and efficient manner but time of performance shall not be of essence.

5.1.2. We can make changes to the times and dates of the provision of the Service in order to meet our operational requirements or to develop and improve our service to you. Where possible you will be given advance notice.

5.1.3. The Waste will be deposited at a licensed site.

5.1.4. We shall not collect any loose waste from your premises.

5.1.5. We will only collect containerised waste. If we agree so to do we shall remove occasional excess waste but at an additional cost to you. You will also be required to sign for such excess waste.

5.2.1. You will give us unrestricted access for our staff and vehicles to all parts of the premises upon which the Equipment is or is to be situated or located.

5.2.2. The Equipment shall be placed on your premises as directed by you. You must site the Equipment in a suitable position and obtain and comply with all necessary permits at all times during the Term.

5.2.3. You shall assume the entire risk for loss or damage (whether malicious or accidental) theft or destruction to the Equipment from any occurrence whatsoever (fair wear and tear excepted), and shall immediately notify us in writing of any loss, theft or destruction or damage.

5.2.4. You must only use the Equipment to hold Waste and for no other purpose.

5.2.5. We may in our absolute discretion refuse to collect, handle or dispose of any waste material which is not Waste. If we agree to dispose of such material, we shall dispose of it at an additional charge to be agreed between us.

5.2.6. The Equipment shall at all times remain our sole and exclusive property.

5.2.7. You shall not and shall procure that third parties shall not;

5.2.7.1. Remove, damage, conceal or obliterate any of our nameplates or markings on the Equipment;

5.2.7.2. Overload or fill the Equipment beyond the level specified by us;

5.2.7.3. Set fire to the waste material deposited in the Equipment;

5.2.7.4. Remove or relocate the Equipment from the premises to which the Equipment is delivered; or

5.2.7.5. Part with possession of or share the Equipment with or to any third party.

5.2.7.6. Fix or attach the Equipment to your premises or equipment without our prior consent.

5.2.8. You shall arrange for appropriate and adequate insurance cover for the Equipment during the whole of the Term against all risks at full replacement value and shall produce to us on demand evidence of such insurance and premium receipts if requested. All sums received from your insurers shall be held by you as our agents in trust for us and paid to us immediately on receipt by you

5.2.9. You hereby grant us the right to enter onto your premises to recover goods or equipment in default of payment.

5.2.10. You shall allow our personnel to repair, move, remove or inspect the Equipment. We reserve the right to charge you for repairs or replacement costs for damage to or misuse by you of the Equipment.

5.2.11. You must clean the Equipment and maintain it in a sanitary condition.

5.2.12. You agree that in the absence of any verifiable weight or quantity ticket we shall determine the weight or quantity uplifted and this weight or quantity shall be used to calculate any payment that may be due us.

5.2.13. You agree that we determine the level of contamination that may be present in your waste and that you agree to meet all costs incurred by us including an uplift charge in place of any payment due, a disposal charge and a charge for any landfill or other tax on the weight disposed due to the extent of contamination

5.2.14. You must make all arrangements and provide us with all instructions and information to allow us to access your premises to collect the Waste.

5.2.15. You must take all steps necessary at all times to ensure that no unauthorised persons use the Equipment.

6. Risk and Property in the Waste

6.1. You warrant to us that you own the Waste and you will indemnify us and keep us fully indemnified against all loss, damage, costs, claims and expenses arising in any way from the claims of any third party arising in connection with the Waste.

6.2. Risk in respect of the Waste shall pass to us when we collect it from you.

6.3. Ownership of the Waste passes to us when the Waste is verified by those of our personnel who are suitably qualified and when accepted by us.

7. Environmental protection warranties and undertakings

You warrant and undertake to us as follows:

7.1. You are fully aware of your obligations under the EPA and shall comply in all respects with the EPA and/or any regulations made under it and all other United Kingdom legislation and regulations relating to the production, treatment, keeping, carrying or disposal of waste and the Waste;

7.2. You shall:

7.2.1. Provide a written description of the Waste to enable us to comply with our duties under the EPA;

7.2.2. Store the Waste to avoid any leakage, spillage or other escape from control of the Waste;

7.2.3. Ensure that the quantity of the Waste to be collected by us matches the quantity specified in any advice/transfer note;

7.2.4. Inform us of any particular requirements/hazards relative to the Waste and knowledge of which is required to enable us to comply with our duties under the EPA;

7.2.5. Not place the Equipment on public highways unless you have obtained all necessary permits;

7.3. You hereby undertake to indemnify and keep us indemnified against all costs, claims, demands, expenses and liabilities of whatever nature arising out of any breach by you of the warranties and undertakings in this Condition 7.

8. Force Majeure

We shall not be liable for any failure in the performance of any of the Services or other obligations under this agreement caused by factors outside our control.

9. Termination and Default

9.1. You breach the Contract at any time during the Term for any reason whatsoever and we terminate the Contract, then you shall pay to us (in addition to all sums already due to us) 40% of the charges for the Services specified in the Contract for a period of 3 months or until the next anniversary of the date of this agreement whichever shall be the greater period, such sum being agreed as a reasonable payment for liquidated damages for breach.

9.2. You may terminate this agreement on giving to us not less than 3 months notice in writing to expire on the next anniversary of the date of this agreement and until such date the Contract shall continue in full force and effect.

9.3. Either party may terminate this agreement without prior notice if the other:

9.3.1. Makes any assignment of its business for benefit of creditors;

9.3.2. Has a receiver, administrative receiver or similar officer appointed of all or part of its property;

9.3.3. Becomes bankrupt or goes into liquidation (except with the other's consent) for the purpose of amalgamation or reconstruction; or

9.3.4. Commits a breach of this agreement and fails to remedy it within 14 days after written notice requiring it to be remedied

9.4. On termination of the Contract we may take possession of and remove our Equipment and enter upon any place where the Equipment is located for that purpose without the need of your consent (such consent being hereby expressly granted to us).

9.5. Termination of this agreement shall not affect any rights or liabilities of either party accrued prior to termination.

9.6. In the event of termination for whatever reason you will immediately pay to us all charges due to us up to the date of termination in accordance with these terms and conditions.

10. Assignment /Sub-contracting

This agreement is personal to you and cannot be assigned without our prior written consent. However we may assign or sub-contract any part of this agreement to any person.

11. Exclusion of Warranties and Condition of Equipment

11.1. All common law or statutory warranties with regard to the Equipment, except those warranties expressly stated herein or which cannot lawfully be excluded, are expressly excluded.

11.2. The Equipment shall be supplied in good condition and you undertake to inspect and examine the Equipment upon delivery and notify us within twentyfour hours of any defect in the Equipment, otherwise it shall be conclusively presumed that you are in every way satisfied with and accept the Equipment.

12. Limit of Liability

You agree that our limit of liability under this agreement is one half of the value of the Waste or £250.00 whichever is the lesser. Claims must be submitted within 30 days of the relevant Waste collection date.

13. Notices

All notices to be served by one party on the other shall be deemed duly delivered or served forty eight hours after posting if posted by registered or recorded delivery mail to any other party's address.

14. Miscellaneous

14.1. If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this agreement shall remain in full force and effect.

14.2. No failure on our part to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

14.3. This agreement supersedes any prior agreement between you and us whether written or oral and any such prior agreements are cancelled as at the date overleaf but without prejudice to any rights which have already accrued.

14.4. If any conditions in your order conflict with these conditions the latter shall prevail

14.5. A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement

15. Proper law and jurisdiction

15.1. This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

15.2. Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England and Wales.

15.3. The submission by the parties to such jurisdiction shall not limit our right to commence any proceedings arising out of this agreement in any other jurisdiction we may consider appropriate.

16. Arbitration

All disputes or differences which at any time arise between you and us whether during the Term or afterwards touching or concerning this agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Liverpool Law Society in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force

17. Indemnity

17.1. You shall be responsible for indemnify and keep us indemnified against:

17.1.1. any loss (including consequential or economic loss) or damage to the property of, or personal injury to you, your employees or any third party relating to or occurring directly or indirectly in connection with the provision of the Services and/or the Equipment or as a result of the use or failure thereof or damage caused by your negligence or that of your employees or sub-contractors;

17.1.2. any loss (including consequential or economic loss) or damage to the Equipment and the property of our employees or sub-contractors from the date specified overleaf or the date of delivery of the Equipment if not specified, whenever and howsoever arising except to the extent such loss or damage is caused by our negligence or that of our employees or subcontractors.