



RECYCLING

## Application for Credit Account

PLEASE USE BLACK PEN AND BLOCK CAPITALS

(Internal Use Only)

Please tick if application is for Tipping ONLY:

Account ID:

Thank you for your credit request, which we will be pleased to consider on return of the fully completed form to:  
A1 Supa Skips Ltd T/A Think Recycling. Registered office: Stoneraise Quarry, Great Salkeld, Penrith, Cumbria, CA11 9NF

**A. Company Registration Number:**

**Date Established:** \_\_\_\_\_

**Trading Title** (must match any contracts): \_\_\_\_\_

**Trading Style:** Ltd Company  Sole Trader  Partnership  LLP  LP  Other (please state) \_\_\_\_\_

**Trading Address:** \_\_\_\_\_

\_\_\_\_\_ **Post Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

---

**Contact for payment:** \_\_\_\_\_ **Contact Tel. No:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Would you like invoices and statements to be sent to the above email address? Yes Please:  No Thanks:

If you want to use a different email address for invoices and statements please enter here: \_\_\_\_\_

If you would prefer invoices and statements to be posted please tick the address to be used for each:

	Invoices:	Trading	Registered	Other
	Statements:	Address	Address	Address

If "Other Address" has been selected then please specify: \_\_\_\_\_

\_\_\_\_\_ **Post Code:** \_\_\_\_\_

Are official Purchase Orders required? Yes:  No:  VAT Reg. No. if registered in the EU, but not UK: \_\_\_\_\_

If you have previously traded with Think Recycling please advise under which name you traded and/or the account number: \_\_\_\_\_

**B. Please supply names of Principal Directors, if a Partnership or if a Sole Trader please enter full name and home address**

<b>Name:</b> _____	<b>2<sup>nd</sup> Partner Name:</b> _____
<b>Registered Company Address Or Owners</b> _____	<b>Home Address:</b> _____
<b>Home Address if Sole Trader or Partnership</b> _____	_____
_____	_____
<b>Postcode:</b> _____	<b>Postcode:</b> _____
<b>Telephone Number:</b> _____	<b>Telephone No.:</b> _____
<b>Date of Birth (Data Protection requirement):</b> _____	<b>Date of Birth:</b> _____

For partnerships with more than two partners please provide the other partners details on a separate sheet.

Estimated monthly sales level, if greater than £5000: \_\_\_\_\_

**If your expected spend is less than £500 per month, the enclosed direct debit mandate must be completed**

If you are not paying by DD please complete: (to help ensure payments are allocated correctly)

Sort Code: <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>	Account Number: <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>
--	---

**PLEASE READ AND COMPLETE ALL SECTIONS OF THE APPLICATION BEFORE SIGNING BELOW**

- I/we make this application to open a credit account with Think Recycling. I/we understand that Think Recycling may make a search with a credit reference agency, which will record & share that information with other businesses. We will also monitor and record information relating to your trade performance & such reports will be made available to credit reference agencies who will share that information with other businesses in assessing applications for credit & fraud prevention.
- I/we accept the above & agree that if a credit account is opened, payments will be made in agreement with Think Recycling Standard Terms of Trading i.e. Receipt of payment within 30 days from date of invoice.

<b>Signature: (must be authorised signatory)</b>	<b>Print Name:</b>	<b>Position:</b>	<b>Date:</b>
<b>Signature: (2<sup>nd</sup> Partner - if a partnership)</b>	<b>Print Name:</b>	<b>Position:</b>	<b>Date:</b>

**The Customer's attention is particularly drawn to the provisions of clause 5 (Limitation of liability).**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in these Conditions.

**1.1 Definitions:**

**Account Customer:** a Customer who has an account with us.  
**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.  
**Commencement Date:** has the meaning given in clause 2.3.  
**Conditions:** these terms and conditions as amended from time to time in accordance with clause 9.8.  
**Contract:** the contract between us and the Customer for the supply of Goods and/or Services in accordance with these Conditions.  
**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.  
**Customer:** the person or firm who purchases the Goods and/or Services from us.  
**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.  
**Deliverables:** the deliverables set out in the Order produced by us for the Customer.  
**Delivery Location:** has the meaning given in clause 10.3.  
**Force Majeure Event:** has the meaning given to it in clause 8.  
**Goods:** the goods (or any part of them) set out in the Order.  
**Goods Specification:** any specification for the Goods provided in the Order.  
**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.  
**Services:** the services, including the Deliverables, supplied by us to the Customer as set out in the Service Specification.  
**Service Specification:** the description or specification for the Services provided in the Order.  
**Us, we, ours:** A1 Supa Skips Ltd registered in England and Wales with company number 03569203.  
**Supplier Materials:** has the meaning given in clause 12.4.9.  
**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**PART 1 - GENERAL**

**2. BASIS OF CONTRACT**

- 2.1 Any quotation given by us shall not constitute an offer.  
 2.2 The Customer places an order for Goods or Services with us by either of the following methods:  
 2.2.1 Issuing a purchase order; or  
 2.2.2 Acceptance of our written quotation, verbally or in writing (**Order**).  
 2.3 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.  
 2.4 The Order shall only be deemed to be accepted:  
 2.4.1 if the Customer is a non-Account Customer, once payment pursuant to clause 13.7 has been made, and  
 2.4.2 when we confirm, in writing or orally, acceptance of the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).  
 2.5 Any samples, descriptive matter or advertising issued by us and any descriptions of the Goods or Services contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.  
 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.  
 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

**3. CUSTOMER'S OBLIGATIONS**

- 3.1 The Customer shall ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;  
 3.2 If our performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):  
 3.2.1 without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays our performance of any of our obligations;

- 3.2.2 we shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 3.2; and  
 3.2.3 the Customer shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

- 3.3 If Customer requires goods purchased or hired under the Order to be placed in a location which requires our vehicles to leave the public highway, the Customer accepts full responsibility for assessing and ensuring the adequacy of its and any third party's relevant access ways, driving surfaces, parking areas, pavements, curbs and manhole covers to bear the weight of our vehicles as well as being responsible for, and bearing all costs associated with, obtaining all licences, consents and permissions necessary to access such third party access ways. The Customer shall indemnify us in respect of any damage to such access ways, driving surfaces, parking areas, pavements, curbs and manhole covers.

- 3.4 The Customer shall also fully indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with a claim brought by any person as a result of the Customer's breach of these terms and conditions.

**4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by us.  
 4.2 We grant to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.  
 4.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 4.2.  
 4.4 The Customer grants us a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to us for the term of the Contract for the purpose of providing the Services to the Customer.

**5. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

- 5.1 We have obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.  
 5.2 The restrictions on liability in this clause 5 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.  
 5.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.  
 5.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:  
 5.4.1 death or personal injury caused by negligence;  
 5.4.2 fraud or fraudulent misrepresentation; and  
 5.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).  
 5.5 Subject to clause 5.4, our total liability to the Customer in respect of all breaches of duty occurring shall not exceed the total charges means all sums paid by the Customer and all sums payable under the Contract in respect of goods and services actually supplied by us, whether or not invoiced to the Customer.  
 5.6 We act only as supplier of material to the order of the Customer and knowledge of the purpose for which the materials are intended to be used does not imply any warranty on our part of as to the quality or fitness for the purpose of the materials supplied.  
 5.7 Unless the Customer notifies us that it intends to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day of the relevant event and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.  
 5.8 The following types of loss are wholly excluded:  
 5.8.1 Loss of profits;  
 5.8.2 Loss of sales or business;  
 5.8.3 Loss of agreements or contracts;  
 5.8.4 Loss of anticipated savings;  
 5.8.5 Loss of use or corruption of software, data or information;  
 5.8.6 Loss of or damage to goodwill; and  
 5.8.7 Indirect or consequential loss.  
 5.9 This clause 5 shall survive termination of the Contract.

**6. TERMINATION**

- 6.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 2 months' written notice.  
 6.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:  
 6.2.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;  
 6.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another

- jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 6.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 6.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 6.3 Without affecting any other right or remedy available to it, we may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 6.4 Without affecting any other right or remedy available to us, we may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between us and the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 6.2.2 to clause 6.2.4, or we reasonably believe that the Customer is about to become subject to any of them.

## 7. CONSEQUENCES OF TERMINATION

- 7.1 On termination of the Contract:
- 7.1.1 the Customer shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 7.1.2 the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then we may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 7.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 7.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## 8. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

## 9. GENERAL

### 9.1 Assignment and other dealings

- 9.1.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 9.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract, without our prior written acceptance.

### 9.2 Notices.

- 9.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 9.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 9.2.1.2 sent by email to such email address as the parties agree in writing.
- 9.2.2 Any notice or communication shall be deemed to have been received:
- 9.2.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 9.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- 9.2.2.3 if sent by or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.2.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 9.2.3 A notice shall not be sent by fax to either party.
- 9.2.4 This clause 9.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 9.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 9.3 shall not affect the validity and enforceability of the rest of the Contract.

- 9.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing by us and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 9.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

### 9.6 Entire agreement.

- 9.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 9.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 9.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 9.7 **Third party rights.**
- 9.7.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 9.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 9.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 9.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 9.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## PART 2 – SUPPLY OF GOODS

### 10. DELIVERY OF GOODS

- 10.1 Our obligations to deliver the Goods under this clause shall be subject to payment of the Deposit (if required) and/or our invoice pursuant to clauses 13.3 and 13.5 respectively, if applicable.
- 10.2 We shall ensure that:
- 10.2.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 10.2.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to us. The Customer shall make any such packaging materials available for collection at such times as we shall reasonably request. Returns of packaging materials shall be at our expense.
- 10.3 We shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after we notify the Customer that the Goods are ready.
- 10.4 Delivery of the Goods shall be completed on the completion of offloading or tipping of the Goods at the Delivery Location.
- 10.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 10.6 If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide us with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 10.7 If we attempt delivery and the Customer fails to allow us access to offload or tip the Goods after we have notified the Customer that the Goods were ready for delivery, the Customer has not taken delivery of them, and -we may resell or otherwise dispose of part or all of the Goods.
- 10.8 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

### 11. TITLE AND RISK

- 11.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 11.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 11.2.1 we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 11.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 11.4.
- 11.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 11.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as our property;
- 11.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 11.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;
- 11.3.4 notify us immediately if it becomes subject to any of the events listed in clause 6.2.2 to clause 6.2.4; and
- 11.3.5 give us such information relating to the Goods as we may require from time to time.

- 11.4 Subject to clause 11.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before we receive payment for the Goods. However, if the Customer resells the Goods before that time:
- 11.4.1 it does so as principal and not as our agent; and
  - 11.4.2 title to the Goods shall pass from us to the Customer immediately before the time at which resale by the Customer occurs.
- 11.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 6.2.2 to clause 6.2.4, then, without limiting any other right or remedy we may have:
- 11.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
  - 11.5.2 we may at any time:
    - 11.5.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
    - 11.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## PART 3 – SUPPLY OF SERVICES (SITE CLEARANCE/ WASTE DISPOSAL)

### 12. SUPPLY OF SERVICES

- 12.1 Our obligations to supply the Services under this clause shall be subject to payment of the Deposit (if required) and/or our invoice pursuant to clauses 13.3 and 13.5 respectively, if applicable.
- 12.2 We shall supply the Services to the Customer in accordance with the Service Specification in all material respects. We reserve the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify the Customer in any such event.
- 12.3 We shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 12.4 The Customer shall:
- 12.4.1 be responsible for providing all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises in writing, and we shall not be liable under these terms and conditions if, as a result of observation of these rules and regulations, it is in breach of any of its other obligations under these terms and condition;
  - 12.4.2 be responsible for advising us if there are any known circumstances which may hinder our staff or employees during the clearance or in any other way adversely affect the timely completion of the work.
  - 12.4.3 co-operate with us in all matters relating to the Services;
  - 12.4.4 provide us, our employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as we reasonably require to provide the Services;
  - 12.4.5 provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 12.4.6 prepare the Customer's premises for the supply of the Services;
  - 12.4.7 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 12.4.8 comply with all applicable laws, including health and safety laws; and
  - 12.4.9 keep all our materials, equipment, documents and other property (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to us, and not dispose of or use the Supplier Materials other than in accordance with our written instructions or authorisation.
- 12.5 The Customer warrants that any private roadways or other accesses which we, our employees or contractors or their vehicles might have to pass over or through, in the performance of the Services, shall be suitable to withstand the weight of or load on any such vehicle and we shall not be liable for any loss, damage, expense or proceedings caused to such private roadways or other accesses.
- 12.6 The Customer is responsible for ensuring that all access to the Delivery Location is free and passable and that any right of way or permissions that are necessary for accessing the delivery site are obtained from all relevant third parties.
- 12.7 The Customer will indemnify us in respect of any claim loss or damage payable by us as a result of any claim arising out of the unloading of the goods howsoever occasioned. The Customer warrants to us that in pursuance of the requirement of the Health and Safety at Work etc. Act 1974 the Customer will provide safe working conditions within the site premises consistent with that Act (or any re-enactment of the same) and will ensure that our personnel are not exposed to any risks to their health or safety.
- 12.8 Unless otherwise agreed in writing, the following are excluded from the Services and we shall not be liable for any loss or damage to:
- 12.8.1 Tyres;
  - 12.8.2 Mattresses;
  - 12.8.3 Fixtures and fittings;
  - 12.8.4 Plasterboard (max 10% of load);
  - 12.8.5 Objects weighting over 100 kilos;
  - 12.8.6 Hazardous / Toxic Material;
  - 12.8.7 All waste electrical electronic equipment (WEEE);
  - 12.8.8 Fridges / Freezers;
  - 12.8.9 Paint Cans;
  - 12.8.10 TV's / Monitors;
  - 12.8.11 Asbestos;
  - 12.8.12 Clinical / Medical Waste;
  - 12.8.13 Fluorescent Tubes;
  - 12.8.14 Solvents;
  - 12.8.15 Liquids;
  - 12.8.16 Oil;

- 12.8.17 Batteries;
  - 12.8.18 Gas Cylinders;
  - 12.8.19 Stolen goods; prohibited or illegal items, including without limitation drugs, firearms, or explosives;
  - 12.8.20 Dangerous or potentially dangerous or damaging or explosive items including gas bottles, aerosols or flammable materials;
  - 12.8.21 Items which cannot be removed without enlarging existing egress points, any appliance the disconnection by us of which we deem at our sole discretion to be unsafe or potentially damaging to property.
- 12.9 We reserve the right to charge additionally should the items listed in clause 12.8.1 to 12.8.5 (inclusive) above be deposited.
- 12.10 Any items listed in clause 12.8.6 to 12.8.21 (inclusive) shall not under any circumstances be accepted without our prior written acceptance. If any such items are found in the skips on collection, we reserve the right to take any such as action as we deem necessary, including but not limited to refusing to take collection of the skip (such refusal to be treated as failure to allow us to collect the skip, charging a fine to you of an unlimited amount, making a report to the appropriate regulator, including the Environment Agency and the police.
- 12.11 The Customer warrants:
- 12.11.1 That the waste material to be placed in the containers falls under part 2 of the Environmental Protection Act 1990, or
  - 12.11.2 That the requisite licence has been issued under Waste (England and Wales) Regulations 2005;
  - 12.11.3 That the waste material to be removed or disposed of in the container does not come within the definition of "hazardous waste" contained in the Hazardous Waste (England and Wales) Regulations 2005; and
  - 12.11.4 All activities undertaken by Customer, which may be subject to regulation under the Duty of Care (Section 34) of The Environmental Protection Act (1990), are fully compliant with the legislation and do not detrimentally affect our compliance with the said legislation.

## PART 4 - PAYMENT

### 13. CHARGES AND PAYMENT

- 13.1 The price for Goods shall be the price set out in the Order, and shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 13.2 We shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom we engage in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by us for the performance of the Services, and for the cost of any materials.
- 13.3 We may require the Customer to pay a Deposit of such value as determined by us pursuant to clauses 13.4 and 13.5. Where we have required a Deposit in respect of waste, the Deposit is a deposit against the value of the waste to be collected as part of the Contract. Following supply of the Services and/or collection or return of the skip, we shall provide the value of the waste to be collected as part of the Contract. Following this valuation, payment of the sum shall be payable within 7 days of our notice to you pursuant to this clause.
- 13.4 Where the actual cost is less than the Deposit, we will endeavour to return the excess amount of the Deposit to you. Where the actual cost of waste exceeds the Deposit, payment of the remaining sum shall be payable immediately upon our notice to you pursuant to this clause.
- 13.5 We also reserve the right to request a Deposit in respect of the Skip itself, in case of any damage to, excess weight of (pursuant to clause 17.2.14), or other losses to us as a result of your hire of the Skip. In the event of any damage to, excess weight of, or other loss of the Skip, we will calculate our costs or losses in this respect, such calculation shall, in the absence of manifest error, be binding on both parties. Following this calculation, we will use such amount of the Deposit as is required to cover our assessment of the costs or losses. Where our calculation of costs or losses is less than the Deposit, we will endeavour to return the excess amount of the Deposit to you. Where our calculation of costs or losses exceeds the Deposit, or if we have not requested a Deposit from you, payment of the remaining sum shall be payable within 7 days of our notice to you pursuant to this clause.
- 13.6 Where the Customer is an Account Customer, we shall invoice the Customer once the skip has been returned to us, or once delivery of the Goods or Services has been made.
- 13.7 In any other circumstances where the Customer is a non-Account Customer and unless otherwise agreed in writing by us, payment on account of our fees will be required prior to our acceptance of the purchase order or written quotation pursuant to clause 2.4.
- 13.8 The Customer shall pay each request for payment submitted by us:
- 13.8.1 in full and in cleared funds to a bank account nominated in writing by us, and
  - 13.8.2 for Account Customers, within 28 days of the end of the month in which the request for payment was raised; or
  - 13.8.3 for non-Account Customers, within 30 days of the date of the request for payment or in accordance with any credit terms agreed by us and confirmed in writing to the Customer,
- time for payment shall be of the essence.
- 13.9 We reserve the right to:
- 13.9.1 increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date; and
  - 13.9.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to us that is due to:
    - 13.9.2.1 any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

- 13.9.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 13.9.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give us adequate or accurate information or instructions in respect of the Goods.

- 13.10 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by us to the Customer, the Customer shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 13.11 If the Customer fails to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 6 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 13.11 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 13.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## PART 5 - SKIP HIRE

### 14. SKIP HIRE

- 14.1 Our obligations to supply the Services under this clause 14 and clause 15 shall be subject to our request for payment pursuant to clauses 13.3 and 13.7 respectively, if applicable.
- 14.2 We shall hire the Skip to the Customer subject to these terms and conditions.
- 14.3 The period of hire shall be detailed in the Order.

### 15. DELIVERY

- 15.1 Delivery of the Skip shall be made by us. We shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties.
- 15.2 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Skips. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Skip and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If we so require, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 15.3 To facilitate Delivery, the Customer shall provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.
- 15.4 We will endeavour to place the skip in a location and position as stipulated by the Customer, but reserve the absolute right to elect not to comply with such instruction on the basis that such compliance shall cause damage to the skip/container or loss to us in any way.

### 16. TITLE, RISK AND INSURANCE

- 16.1 The Skip shall at all times remain our property, and the Customer shall have no right, title or interest in or to the Skip (save the right to possession and use of the Skip subject to these terms and conditions).
- 16.2 The risk of loss, theft, damage or destruction of the Skip shall pass to the Customer on Delivery. The Skip shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Skip is in the possession, custody or control of the Customer (Risk Period) until such time as the Skip is redelivered to us. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
  - 16.2.1 insurance of the Skip to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as we may from time to time nominate in writing;
  - 16.2.2 insurance for such amounts as a prudent owner or operator of the Skip would insure for, or such amount as we may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Skip; and
  - 16.2.3 insurance against such other or further risks relating to the Skip as may be required by law, together with such other insurance as we may from time to time consider reasonably necessary and advise to the Customer.
- 16.3 All insurance policies procured by the Customer shall be endorsed to provide us with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon our request name us on the policies as a loss payee in relation to any claim relating to the Skip. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 16.4 The Customer shall give us immediate written notice in the event of any loss, accident or damage to the Skip arising out of or in connection with the Customer's possession or use of the Skip.
- 16.5 If the Customer fails to effect or maintain any of the insurances required under this Agreement, we shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 16.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to us and proof of premium payment to us to confirm the insurance arrangements.

### 17. CUSTOMER'S RESPONSIBILITIES

- 17.1 The Customer warrants, in respect of the delivery location of the skips not being on private property, that at the time of placing the Order and again at the time of Delivery:

- 17.1.1 Permission of the Highway Authority has been duly obtained under Section 139 Highways Act 1980 (control of builders' skips);
- 17.1.2 Said permission will be kept in force by the extension or renewal as necessary until either the skip is removed or until the expiry of three working days' notice is given for the container to be removed;
- 17.1.3 They will ensure the observation and performance at all times of all the conditions subject to which the aforesaid permission is granted and in particular will ensure that the skip is properly lit throughout the hours of darkness;
- 17.1.4 They will only allow materials into the skips that are the Customer's own unencumbered property, and shall not allow the items listed in clause 12.8 into the skips;
- 17.1.5 They will ensure that at the time of collection there is a clear space at one end of the skip of not less than thirty feet to enable the vehicle necessary access to effect the collection and removal; and
- 17.1.6 Unless specifically otherwise agreed in writing Customer shall provide and position road danger lamps as required by any such permission, including three marker cones by day and three cones plus six yellow lights on the skip during the hours of darkness as required by the Highways Act 1980 if the equipment is placed on the public highway (including grass verges and footpaths or pavements) or anywhere else where damage to property or injury to third parties is reasonably foreseeable.

### 17.2 The Customer shall during the Rental Period:

- 17.2.1 ensure that the Skip is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
- 17.2.2 take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Skip is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 17.2.3 maintain at its own expense the Skip in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Skip;
- 17.2.4 make no alteration to the Skip and shall not remove any existing component(s) from it without our prior written consent unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Skip shall vest in us immediately upon installation;
- 17.2.5 keep us fully informed of all material matters relating to the Skip;
- 17.2.6 at all times keep the Skip in the possession or control of the Customer and keep us informed of its location;
- 17.2.7 not without our prior written consent, attach the Skip to any land or building so as to cause the Skip to become a permanent or immovable fixture on such land or building. If the Skip does become affixed to any land or building then the Skip must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Skip from any land or building and indemnify us against all losses, costs or expenses incurred as a result of such affixation or removal;
- 17.2.8 not do or permit to be done any act or thing which will or may jeopardise our right, title and/or interest in the Skip and, where the Skip has become affixed to any land or building, the Customer must take all necessary steps to ensure that we may enter such land or building and recover the Skip both during the term of this Agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of us of any rights such person may have or acquire in the Skip and a right for us to enter onto such land or building to remove the Skip;
- 17.2.9 not suffer or permit the Skip to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Skip is so confiscated, seized or taken, the Customer shall notify us and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Skip and shall indemnify us on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 17.2.10 not use the Skip for any unlawful purpose;
- 17.2.11 not to fill the skip to a height greater than the skip's rim, and in the event of a container with a lid being provided, not to fill the container so as to prevent the lid being fully closed;
- 17.2.12 ensure that at all times the Skip remains identifiable as being our property and wherever possible shall ensure that a visible sign to that effect is attached to the Skip;
- 17.2.13 deliver up the Skip at the end of the Rental Period or on earlier termination of this Agreement at such address as we require, or if necessary allow us or our representatives access to the Site or any premises where the Skip is located for the purpose of removing the Skip;
- 17.2.14 not do or permit to be done anything which could invalidate the insurances referred to in clause 16 (Title, risk and insurance); and
- 17.2.15 not exceed the capacity of the Skip as advised to the Customer. Where the Skip exceeds its capacity, the Customer shall be charged an excess fee as determined by us.

- 17.3 The Customer acknowledges that we shall not be responsible for any loss of or damage to the Skip arising out of or in connection with any negligence, misuse, mishandling of the Skip or otherwise caused by the Customer or its officers,

employees, agents and contractors, and the Customer undertakes to indemnify us on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Agreement.

- 17.4 The Customer shall indemnify us in respect of any loss or damage to the equipment whilst on hire to them from whatsoever cause the same may arise (fair wear and tear expected). The Customer shall also fully indemnify us in respect of any claim for injuries to persons or property arising out of the use of the equipment whilst on hire to them howsoever the same maybe caused or arise, and in particular Customer undertakes:

17.4.1 Not to light fires in the skip or to burn anything therein.

17.4.2 Not to place any corrosive acid, inflammable materials or noxious substance nor liquid cement or concrete in the skip.

17.4.3 To ensure that the skip is not filled above the sides thereof. Open containers must not be filled to a height greater than their rim, containers with lids must not be filled so as to prevent the lid being fully closed. Any so filled will render the Hirer liable to an additional charge

17.4.4 To pay all the extra expense and costs including possibly a new container which may result from non-observance of the above.

- 17.5 In event of the Highway Authority or the Police exercising their powers to, or cause us to, light, move or remove the skip during the period of the hire Customer is responsible for all costs thereby incurred.

- 17.6 The Customer hereby gives us irrevocable right and licence and its designees to enter any premises at any time (whether during the term of the Contract or after its termination) with or without vehicles and with or without notice for the purpose of accessing and/or removing the Equipment. The Customer shall provide unobstructed and safe access to the Equipment on any scheduled or other collection day, and such access shall include a clear access space of at least 30 feet at one end of the Equipment. If the Equipment is inaccessible so that any scheduled pick up cannot be made, we will promptly notify the Customer and give the Customer a reasonable opportunity to provide the required access, however we reserve the right to charge to the Customer any wasted or additional collection costs incurred which result from Customer's failure to provide such access.

## 18. RENTAL PERIOD

- 18.1 For Account Customers, the hire cost includes 21 days' hire (including the day of delivery) unless otherwise agreed.
- 18.2 For non-Account Customers, the hire cost includes 7 days' hire (including the day of delivery) unless otherwise agreed.
- 18.3 We reserve the right to charge for any extra days and / or collect the skip once the rental period has expired.
- 18.4 We reserve the right to charge the Customer for a replacement skip in the event that the skip is not returned within 28 days of the end of the rental period.
- 18.5 We are not required to give prior notification of our intention to remove the skip once the rental period has expired.

## 19. CONSUMER CREDIT

Where the hire of the Skip is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 (as amended), the duration of the hire shall not exceed 3 months. Accordingly the hire of the Skip is not covered by the Consumer Credit Act 1974 (as amended).