

Wilrose Environmental Ltd Terms and Conditions

**1. General**

- 1.1 The following terms and conditions shall govern all waste services provided by WILROSE ENVIRONMENTAL LTD and/or any of its subcontractors.
- 1.2 All communication regarding the service should be made to 020 8977 7008. This is to ensure WILROSE ENVIRONMENTAL LTD'S fastest response times.

**2. Duration of Contract**

- 2.1 WILROSE ENVIRONMENTAL LTD has agreed to provide a waste and/or recycling service to its customer which shall commence on the date stated on the contract and shall continue without further action by WILROSE ENVIRONMENTAL LTD or its customer, unless terminated in accordance with clause 8.2 and 8.3 of this agreement.
- 2.2 Unless stated otherwise in the waste agreement during the duration of the agreement the customer shall not obtain any similar service or services from any third party.

**3. Charges and Payment**

- 3.1 The periodic charges are detailed on the contract and are exclusive of Value Added Tax (VAT). Where applicable VAT will be separately charged at the appropriate rate. Payment for all charges shall become due within 30 days of the periodic WILROSE ENVIRONMENTAL LTD invoice date. Direct debits are taken approx. 14 days after invoice date.
- 3.2 Time for payment is not negotiable and if any sum becomes overdue, WILROSE ENVIRONMENTAL LTD may (without any prejudice to any other right or remedy available to it) suspend all further services until payment in full has been made or the agreement terminated in accordance with clause 8.
- 3.3 The customer shall not be entitled to dispute any payment made. The customer agrees that WILROSE ENVIRONMENTAL LTD records will be proof of the agreed service(s).
- 3.4 Without prejudice to any other rights of WILROSE ENVIRONMENTAL LTD, if there is or there arises reason to doubt that amounts due from the customer will be paid in full then WILROSE ENVIRONMENTAL LTD reserves the right to require payment in advance or deposit on account before commencing or continuing the Service.
- 3.5 WILROSE ENVIRONMENTAL LTD reserves the right to charge a late payment fee on any outstanding invoice outside of the agreed terms of payment, these charges will be based on the prevailing bank of England interest rate plus 1.5% charged daily until payment is made in full.
- 3.6 WILROSE ENVIRONMENTAL LTD will provide its services on a fixed price basis for the first 12 months of the agreement, but reserves the right to increase charges at any time due to any extraordinary increases in costs to WILROSE ENVIRONMENTAL LTD. Such extraordinary increases may relate to, but not be limited to, increases to WILROSE ENVIRONMENTAL LTD such as disposal costs, fuel costs, and costs incurred in order to conform to any changes in legislation.
- 3.7 The customer shall be given a minimum of 30 days' notice of any increase in charges due to extraordinary increases in costs to WILROSE ENVIRONMENTAL LTD as indicated in Clause 3.6 above.
- 3.8 In addition to the condition of clause 3.6 and 3.7 WILROSE ENVIRONMENTAL LTD reserves the right to review and, if deemed necessary in the interests of the business, increase its charges generally on an annual basis.
- 3.9 Failures in Direct Debit payments or cheques will incur a charge of £20 + VAT to cover the administrative cost of credit control. If non-payment of services by the customer has resulted in a suspension of collection services, no credit or refund will be issued for this period.
- 3.10 To order a non account service, please contact WILROSE ENVIRONMENTAL LTD on 020 8977 7008 with details to make payment.
- 3.11 Where the charge is based on an agreed minimum weight WILROSE ENVIRONMENTAL LTD may at its discretion amend the agreed minimum weight at any time if the minimum disposal rates at the final disposal point change, the customer would be given 30 days' notice of any change in writing.
- 3.12 Where the charge per lift is based on an agreed weight WILROSE ENVIRONMENTAL LTD may amend the charge per empty rate at any time if it reasonably believes that the average weight per empty is less than or greater than the agreed weight in the waste agreement.

**4. Modifications to Contract Service Requirements**

- 4.1 The customer shall have the right to request modification to the contract regarding collection frequency or quantity. Any such request must be made in writing to WILROSE ENVIRONMENTAL LTD, who will at their absolute discretion decide whether or not to accede to the customer's request. Should the customer request be granted by WILROSE ENVIRONMENTAL LTD, then appropriate alterations to the contractual service arrangements and charges to the customer shall be made by WILROSE ENVIRONMENTAL LTD via a new contract reflecting the changes made, to which both parties shall sign their agreement.
- 4.2 Modification to contractual service requirements may necessitate a replacement of the controlled waste description and transfer note and should this be the case, the customer shall comply with this requirement in full.
- 4.3 To discuss service issues or amendments call WILROSE ENVIRONMENTAL LTD on 020 8977 7008, do not speak to the driver as no record will be made and you may be invoiced incorrectly.

**5. Waste Type and Handling**

- 5.1 WILROSE ENVIRONMENTAL LTD and its customer shall jointly sign any new controlled waste description and transfer note where there is any change to the details stated on the controlled waste description and transfer note, and in any case before the expiration of twelve calendar months from the date of any current controlled waste description and transfer note.
- 5.2 The customer guarantees that the details relating to the waste in the controlled waste description and transfer note are true, accurate and complete and acknowledges that WILROSE ENVIRONMENTAL LTD relies upon these details in providing its equipment and services.
- 5.3 WILROSE ENVIRONMENTAL LTD reserves the right at any time to refuse to collect, deal or handle waste which does not conform to the description provided by the customer on the controlled waste description and transfer note, or which is suspected of being toxic, explosive, inflammable or otherwise potentially dangerous, or which may, in its opinion, cause WILROSE ENVIRONMENTAL LTD to incur any criminal or civil liability, or which it has reason to believe may be considered special waste, or the handling and/or disposal of which might involve WILROSE ENVIRONMENTAL LTD additional expense or cost, whether direct or indirect.
- 5.4 Dry mixed recycling should be placed in clear plastic bags or loose and should contain only paper, cardboard, cans and soft plastics. Any contamination by non-recyclable materials will be charged to the customer at the cost incurred by WILROSE ENVIRONMENTAL LTD plus an admin charge of 5%. These include liquids, foods and other non-recyclable items.
- 5.5 General Waste bins should contain standard mixed municipal waste and not include items such as animal waste, raw meat, large volumes of nappies, ash, bulky items such as wood, metal or carpet. Unless this is specifically detailed on your controlled waste transfer note.
- 5.6 If a collection is missed on the agreed day of collection, please contact us to report a missed collection. We will aim to return within 24 hours to complete the collection. If a missed collection is not reported before the following week's collection, we cannot be held responsible for emptying it. Credits for missed collections will only be issued if the collection has not taken place within 7 days of the normal collection day.
- 5.7 If the non-collection or delivery has been caused by an access issue onsite which was outside of the control of WILROSE ENVIRONMENTAL LTD and was caused by the customer (e.g. Blocked access, turned away by customer, etc.) WILROSE ENVIRONMENTAL LTD reserves the right to charge a wasted journey charge at the agreed lift rate.
- 5.8 In addition to the condition of clause 5.6 and 5.7 WILROSE ENVIRONMENTAL LTD reserves the right to charge a waiting time of £40.00 per 30 mins after the first 30 minutes, this term does not apply if an agreed waiting time or waiting charge is already pre-agreed with WILROSE ENVIRONMENTAL LTD.

## 6. Disposal

- 6.1 WILROSE ENVIRONMENTAL LTD will ensure, by the application of all reasonable endeavour, that any disposal site that it and its sub-contractors use to dispose of the customer's waste is operated in accordance with all statutory requirements, regulations, enactments and bylaws, but accepts neither responsibility nor liability for any failure by the operators or owners of such disposal sites to accept, treat, dispose of or otherwise handle the customer's waste in compliance with all the current legal and statutory requirements.

## 7. Waste Containers

- 7.1 All containers remain the property of WILROSE ENVIRONMENTAL LTD and are loaned to the customer for the duration of the contract period.
- 7.2 All containers carry a maximum weight and volume allowance as part of the contract agreement. If containers are over the agreed weight, our collectors and suppliers may not be able to empty the bins. It is the responsibility of the customer to remove any excess weight. The weight and volume allowance is shown on the contract documentation. It is important that these allowances are not exceeded. If these allowances are exceeded, WILROSE ENVIRONMENTAL LTD reserves the right to alter the agreed charges for the service in accordance with clause 3.6 and apply appropriate charges for excess waste collected, and in some cases result in service closure. The lid of the bin should be fully closed for collection and all Skips and Roll on off containers should be a level load.
- 7.3 To book an extra collection if you have excess waste, call us on 020 8977 7008 allowing 24 hours before your required collection day.
- 7.4 Once a bin is on site, it is the responsibility of the customer to look after it and make it accessible to the collector. If a bin is lost, stolen or damaged, the customer will be held accountable for the full cost of replacement. Bins are for external storage and collectors will not enter a building to collect waste or access the bin, unless this has been agreed in writing. The bin must be accessible to the collector on the day when collections take place.
- 7.5 Any missed collections must be reported to WILROSE ENVIRONMENTAL LTD within 24 hours.

## 8. Termination & Amendments

- 8.1 Should the customer commit or cause any breach of the contract, then WILROSE ENVIRONMENTAL LTD shall in addition and without prejudice to its other rights thereof, have the right to terminate the contract at their sole discretion forthwith, or to give notice to the customer of its intention to terminate the contract after a specific period which it deems adequate for a breach to be remedied to WILROSE ENVIRONMENTAL LTD'S satisfaction.
- 8.2 The Customer may terminate this contract by the provision of not less than three calendar months' notice in writing to WILROSE ENVIRONMENTAL LTD at any time after the initial contract period as stated on your waste services contract. Standard charges as per the contract will be applicable during this period.
- 8.3 Termination of this contract shall be made by either party without prejudice to any rights of liabilities that may have accrued up to the termination date.
- 8.4 WILROSE ENVIRONMENTAL LTD reserve the right to cancel or amend the contract as necessary at any time. Reasons for this include to comply with weight and volume limits, legislation and statutory regulations and requirements, and in cases of non-payment for services. In such cases WILROSE ENVIRONMENTAL LTD undertake to advise the customer of any such cancellation or amendments made as soon as practicable and recoup any unpaid fees as appropriate.
- 8.5 If the customer wishes to terminate this agreement other than in accordance with 8.2 then the customer shall pay all charges up to the date of termination in addition shall pay WILROSE ENVIRONMENTAL LTD as liquidated damages of 3 months based on either 3 months of contracted services or an average over the preceding 6 months of actual services, whichever is the greater.

## 9. Liabilities Of The Customer

- 9.1 During the waste agreement the customer must replace/repair to manufactures specification all plant/equipment of WILROSE ENVIRONMENTAL LTD if lost or damaged (fair wear and tear excepted).
- 9.2 The customer shall indemnify and hold WILROSE ENVIRONMENTAL LTD harmless against any injury, demands, actions, costs, charges, expenses, loss, damage or liability to any persons or property arising from:
- 9.2.1 any act omission or negligence of the customer its agents or employees; or
- 9.2.2 the provision of the service.
- 9.3 If the customer requests that the plant/equipment be placed in a position which requires the vehicle to leave the public highway the customer shall indemnify and hold WILROSE ENVIRONMENTAL LTD harmless against any loss costs claims damages or expenses which may thereby incur whether as a result of damage to the vehicle, the plant/equipment, the property of the customer or a third party including damage to the road margin or pavements.
- 9.4 The Customer shall maintain insurance cover in respect of this indemnity and shall at the request of WILROSE ENVIRONMENTAL LTD provide a copy of the insurance policy as proof of maintaining such cover.

## 10. Force Majeure

- 10.1 WILROSE ENVIRONMENTAL LTD will use reasonable means to meet the dates for collection (which shall always be working days unless agreed between Wilrose Environmental Ltd and the customer in the waste agreement but shall not be responsible for late collection or delay in collection this will not entitle the customer to cancel the agreement.
- 10.2 WILROSE ENVIRONMENTAL LTD shall have no liability for any delay to collections caused directly or indirectly by breakdown, unusually heavy traffic or unavailability of plant/equipment or any circumstance that is out of the company's control.

## 11. Notices

- 11.1 Any proposal, acceptance, agreement, authority, permission or notice referred to in this agreement shall be:
- 11.1.1 in writing; and
- 11.1.2 given to the party for whom it is intended at the address for that party as set out in the waste agreement, or such address as is notified to the other party for that purpose; and
- 11.1.3 given by post, fax or e-mail and shall be deemed to have been received two Working Days after the date of posting or one Working Day after the date of fax or e-mail as the case may be.

## 12. Governing Law

- 12.1 This agreement shall be governed by and construed in accordance with the Laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.
- 12.2 Any reference to any Act of Parliament Regulation or Order shall include any re-enactment, amendment, replacement or modification thereof.

## 13. Forbearance

- 13.1 No time indulgence or relaxation on the part of WILROSE ENVIRONMENTAL LTD shown or granted in respect of any of the provisions of this agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of WILROSE ENVIRONMENTAL LTD under this agreement or operate as or be a waiver of any breach by the Customer of the terms of this agreement.