

## Terms and Conditions for Supply and collection of Confidential Bins

### 1. General

These Conditions apply to all agreements for the supply of services by CWM and supersede any previous terms and conditions. No additional or modifications to these terms shall be binding upon CWM unless specifically agreed in writing by CWM.

The rights and obligations of the Customer under this agreement shall be personal and shall not be assignable without the express consent of CWM.

### 2. Duration

The agreement shall commence on the Commencement Date and shall continue unless terminated in accordance with this agreement.

The Service shall commence with effect from the date agreed between the parties.

Unless stated otherwise in this agreement during the period of this agreement the Customer shall not obtain the Service or services substantially similar to the Service from any third party.

### 3. Payment Terms

The Charge will be calculated as stated overleaf. The amounts stated overleaf are exclusive of VAT and the Customer shall pay all sums due in respect of VAT in accordance with the invoice for the Service. CWM will ensure that each invoice for the Service contains adequate details of the VAT charged.

Customers will be invoiced, quarterly, in advance, for rental of bins.

All payments for the Service shall be due and payable within 30 days of the date of the invoice.

Invoice queries must be received in writing within 30 days of invoice date.

### 4. Price

CWM shall have the right to increase the Charge at any time to take account of any variation in CWM's costs including (but not limited to) variations in wages, disposal costs, administration costs, cost of materials and Bins, fuel costs, taxes, duties and cost of compliance with Relevant Legislation. CWM shall endeavor to give the Customer not less than one calendar month's notice of a variation of the Charge under this Clause but notwithstanding this the Customer shall be liable to pay any increase from the date specified in the notice.

### 5. Delivery Access Unloading and Return

The Bins shall be delivered to the Collection Site in the quantity specified overleaf.

The Customer shall provide suitable access to the Collection Site and a suitable area for siting the Bins.

The bins shall remain locked at all times whilst on customer premises and upon collection by the Driver.

The Driver will always refuse to unlock a locked bin.

The Driver will show their ID badge upon arrival at customer premises to collect/deliver confidential bins.

The driver of the Vehicle may in his absolute discretion refuse delivery if he believes that access to the Collection Site or turning facilities are unsafe or likely to cause damage to the Vehicle or Customer premises or if there is any reason to believe that the proposed area for locating the Bins is unsuitable.

The Customer shall be responsible for the safety of any person (including the employees and agents of CWM) whilst on or about the Collection Site.

### 6. Performance Dates

CWM will use reasonable endeavors to meet the dates for collection (which shall always be Working Days, unless expressly agreed otherwise between CWM and the Customer) but shall not be liable for late performance or delay in performance of the Service and delays shall not entitle the Customer to rescind the agreement.

CWM shall have no liability for any delay or default in the provision of the Service caused directly or indirectly by breakdown or unavailability of Bins or Vehicles inability to obtain labour or any other caused beyond CWM's reasonable control.

## **7. Changes in Customer Requirements**

If the Customer's requirements for the Service shall at any time change, CWM shall, implement such changes as are agreed between the Customer and CWM.

CWM and the Customer shall join in making such written amendments to this agreement (which, for the avoidance of doubt includes the Charge) and in executing such replacement Transfer Note as may be necessary to give effect to any changes.

## **8. Risk**

Risk of any loss or damage to the Bins shall pass to and remain with the Customer from the time when the Bins first arrives at the Collection Site, except where the loss or damage arises from the negligence or wilful default of CWM items employees, agents or sub-contractors.

## **9. Terms and Representations**

These Clauses set out the Customer's rights in respect of any loss or damage caused by the provisions of the Service or any statements made by CWM, its employees or agents. Customers are advised to read these provisions carefully and to check that they are covered by insurance against any loss or damage that they may sustain of which the potential liability of CWM is or may be restricted or excluded hereunder.

The Bins shall be deemed to be in good working order and condition and fit for the Customers purpose (save for defects not discoverable by a reasonable examination) except to the extent that the Customer has notified CWM to the contrary within three working days of acceptance of the Bins at the Collection Site.

## **10. Emptying Replacement and Removal**

The Customer shall at all times allow CWM, its employees or agents access to the Bins to empty or replace it and on the termination of this agreement to remove it from the Collection Site.

All waste deposited in the Bins shall become the property of CWM from the time when CWM empties or replaces the Bins PROVIDED THAT this clause shall not absolve the Customer from any liability or responsibility in relation to the Waste.

## **11. Bins**

The Customer shall not

overload or overfill the Bins; or

set fire to the contents of the Bins; or

interfere with the mechanism of the Bins; or

add or attach to the Bins any painting, sign, writing, lettering or advertising

All Bins provided shall remain the property of CWM. The Bins must only be used by the Customer and must be kept at the Collection Site. The Customer shall have no right of lien over the Bins.

## **12. Waste**

The Customer and CWM shall each sign a relevant Duty of Care / Transfer Note

The Customer may not place or cause to be placed in the Bins any material other than Waste described overleaf

or, if such has been signed, in the current Transfer Note.

CWM will be entitled to refuse to deal with any material:-

which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous;

or

*waste that is not allowed in the bins i.e. soil, rubble, hot ashes, liquids, plasterboard and/ or electrical items (WEEE)*

*the handling of which may cause CWM to incur civil or criminal liability; or*

*which it has reason to believe is or may be a Hazardous Waste; or*

*the disposal of which might involve CWM in additional expense or an unreasonable amount of extra work. Any handling of contamination will*

*be subject to an additional charge to the Customer.*

## **13. Liabilities of the Customer**

During the agreement the Customer shall make good to CWM all loss of or damage to the Bins (fair wear and tear excepted).

Paper is the only material to be disposed of in the bins/bags provided.

## **Termination**

If the Customer commits any breach of this agreement CWM may, in addition to its other rights in respect thereof, give notice to the Customer to terminate this agreement immediately or, at the option of CWM after 21 days from the date of such notice if the customer shall not have remedied the breach to CWM's satisfaction during that time.

The customer may terminate this agreement by the service of notice in writing, which must be of no less than three months' duration.

Termination of this agreement shall be without prejudice to any rights or liabilities of either party which may have accrued to that date.

## **14. Amendments**

CWM reserves the right to amend this agreement as it considers necessary to comply with statutory requirements from time to time or any change in legislation governing the collection transport and disposal of Waste and will notify any such amendment to the Customer as soon as practicable.

Notification of any amendment to terms and conditions of this contract, will be available on the CWM Environmental website – [www.cwmenvironmental.co.uk](http://www.cwmenvironmental.co.uk).

## **15. Notices**

Any proposal acceptance agreement authority permission or notice referred to in this agreement shall be:

in writing; and

given to the party for whom it is intended at the address for that party as set out in this agreement, or such addresses as notified to the other party for that purpose; and

given by post, facsimile 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 facsimile transmission or e-mail as the case may be.

## **16. Governing Law**

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.

Any reference to any Act of Parliament Regulation or Order shall include any re-enactment, amendment, replacement or modification thereof.

## **17. Data Protection**

All parties acknowledge that the confidential waste collected contains Personal Data and that the customer is the Data Controller for the purposes of the Data Protection Legislation under the contract (GDPR).

Both the customer and CWM will comply with all applicable requirements of the Data Protection Legislation.

CWM will:

- Process waste only in accordance with the contract.
- Ensure that it has in place appropriate measures to protect against the unauthorized or unlawful processing of any materials/waste and against accidental loss or destruction of waste/materials.
- Keep the waste confidential and secure until their destruction and will use reasonable endeavours to destroy the waste at the named site in accordance with the EN15713..2009.
- Not take any copies of the waste collected.
- Ensure the reliability of its personnel through DBS checks and will have procedures in place for appropriate training.
- Not transfer the waste before their destruction to any other location outside the UK.
- Not pass the waste to any third parties before the destruction, unless required to do so by law.

- Assist the customer to the extent reasonably required, at the customers cost, in responding to any request from a Data Subject as defined under the Data Protection Legislation and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications and consultations with supervisory authorities or regulators.
- Notify the customer with undue delay on becoming aware of a Personal Data Breach.
- At the written direction of the customer, delete or return the waste to the customer unless they have already been destroyed in accordance with the services or the customer is required by law to otherwise disclose, retain, store or destroy the waste.
- Maintain complete and accurate records and information to demonstrate its compliance with this condition.