

**TERMS AND CONDITIONS (“Terms”)**

**Introduction**

These terms are agreed between:

- (1) Go Green Ltd of River Tome House, 323 Bawtry Road, Doncaster, South Yorkshire DN4 7PB (Company Reg 04073354) (‘We’, ‘Us’); and;
- (2) You, the Customer.

These Terms set out how We will make arrangements to handle, transport, store, dispose or otherwise deal with Controlled Waste on your behalf. These Terms will govern any Services that we provide for you. We will notify you if there are any changes to these Terms. The new Terms will apply to subsequent requests for Service.

**1. Definitions**

Words used in these Terms shall have the meanings given below;

‘Charges’ any fees payable by You for Services as set out in the Service Form or as confirmed as provided in clause 2;

‘Contracted’ where Services on the Site are for a period in excess of 3 months;

‘Controlled Waste’ any waste produced from household, commercial, retail, industrial and construction Sites;

‘Customer’, You as a customer;

‘Environmental Acts’ current and future legislation, (Acts, Regulations and Codes of Practice) with an impact on waste brokerage, waste disposal and any other aspect of the Services;

‘Environmental Documentation’ papers required by the Environmental Acts as set out in clause 5 below;

‘Go Green’, We, Us Go Green Ltd ;

‘Service Form’ a form used to agree services - see blank form attached; ‘Services’ waste brokerage services provided in accordance with these Terms. These will either be Contracted or Short-Term for each Site;

‘Short-Term’ where special Services are required that are one off in nature or for a period of less than 3 months;

‘Site(s)’ the address(es) for the Service(s);

‘Sub-Contractors’, the sub-contractors we select to provide the Services; ‘Waste Container’, any waste disposal container provided by the Sub-Contractor;

**2. Agreeing Services and Changes to Services**

- 2.1 We acknowledge that different Customers will wish to use different methods to engage Services from Us. You agree that any request for Services will only be binding on Us when the following process has been complied with;
  - 2.1.1 An agreed Service Form has been signed by You and Us;
  - 2.1.2 A telephone, email or fax instruction from You, followed by a confirmatory email or fax from Us; where the confirmation will detail Site(s), Charge(s) and whether Services are Short Term or Contracted.
- 2.2 Your Service requirements for the Site may change from time to time whether

the Service is contracted or Short-Term. If You request a change by email, telephone or fax, we will send an email or fax response to You setting out any changes to charges and any revised environmental documentation that may need to be signed by you and the date from which any changes will take effect. Unless you then notify us by email of fax within 48 hours that you do not wish to proceed with the requested change to services, the change will then be binding on Us and You.

- 2.3 We will confirm when it will be possible to action your changed Service requirements.
- 2.4 You agree that whilst these Terms are in place between You and Us, You will not use any other waste broker or obtain waste services of a similar nature from a third party (without our prior approval).

**3. Go Green Responsibilities**

- 3.1 We are registered waste brokers and We use Sub-Contractors to provide the Services to You.
- 3.2 We will use all reasonable endeavours to ensure that all Sub-Contractors;
  - 3.2.1 are appropriately registered and licensed in accordance with the Environmental Acts;
  - 3.2.2 comply with the Environmental Acts; and
  - 3.2.3 dispose of the Controlled Waste lawfully.
- 3.3 Subject to Your responsibilities (as set out below) We will complete, maintain and store appropriate Environmental Documentation.
- 3.4 We will use all reasonable endeavours to comply with any timetable set out in a request for short-term Services, however, We shall not be obliged to supply short-term Services unless at least 48 hours’ notice is given.
- 3.5 We reserve the right to check that the Controlled Waste complies with the Environmental Documentation. On these occasions We will report any issues to the Site manager. This provision does not absolve You from your responsibilities to inform Us of changes to the Controlled Waste or as required to complete Environmental Documentation.
- 3.6 We reserve the right to refuse to deal with Controlled Waste which does not accord with the Environmental Documentation.

**4. Your responsibilities include**

- 4.1 You will take all reasonable steps to ensure that Controlled Waste and Waste Containers are kept safe whilst on the Site. This will include:
  - 4.1.1 the prevention of corrosion or wear of Waste Containers;
  - 4.1.2 Protecting the Controlled Waste from accidentally spilling or leaking or inadvertent leaching from Controlled Waste unprotected from rainfall;
  - 4.1.3 Accident or weather breaking contained Controlled Waste open and allowing it to escape;
  - 4.1.4 Controlled Waste blowing away or falling

- while stored or transported;
- 4.1.5 Scavenging of Controlled Waste by vandals, thieves, children, trespassers or animals;
- 4.1.5 Not overfilling or overloading the Waste Container;
- 4.1.6 Not to deface the Waste Container or remove any signage of the Sub-Contractor. In addition fluorescent markings must remain clean;
- 4.1.7 Correct use of any beacons/lights, cones, signs if supplied by yourselves or the Sub-Contractor.
- 4.2 You acknowledge that You remain responsible at all times for the health and safety of Your workers and any other person who may be affected by Your actions in connection with the use, handling, storage, transport of and access to Controlled Waste on the Site.
- 4.3 Unless otherwise stated when agreeing Services, You remain responsible for packing Controlled Waste to ensure that it does not escape whilst in transit.
- 4.4 You will co-operate with Us at all times including informing Us of changes to the Controlled Waste and you will provide responses to any reasonable request for information promptly. You will provide information required to complete the Environmental Documentation and to supply the correct Waste Containers to You.
- 4.5 You will inform us promptly if any of the information given to complete the Environmental Documentation changes (see clause 5).
- 4.6 Whilst We endeavour to choose Our Sub-Contractors carefully, You must report to Us any instances where you suspect that Controlled waste is being mistreated by the Sub-Contractor (e.g. not disposed of lawfully)
- 4.7 You will maintain full insurance cover in respect of Your responsibilities and we may request to see a copy of this at any time.

**5. Environmental Documentation**

- 5.1 The Environmental Acts place obligations on Us to document certain details about the Controlled Waste and to keep this record for 2 years for non-hazardous waste & 3 years for hazardous waste.
- 5.2 The Environmental Documentation must be signed by You as appropriate to the Service and You warrant that any information supplied by You will be true and accurate. This will include but (but is not limited to):
  - 5.2.1 The Site details;
  - 5.2.2 The quantity of Controlled Waste;
  - 5.2.3 Whether a special Waste Container will be necessary;
  - 5.2.4 Whether special transport provision will be necessary;
  - 5.2.5 Who produced the Controlled Waste;
  - 5.2.6 What the Controlled Waste is (Chemical or physical analysis); Whether the Controlled Waste will react with other waste on a disposal site.

- 5.3 We use this information to complete a transfer note ("Transfer Note").
- 5.4 If the information in the Transfer Note does not change it is valid for 1 year.
- 5.5 You are responsible for promptly informing us of any changes that may be required to the Environmental Documentation. If You have any queries You should contact Us without delay.

## 6. Delivery and access

- 6.1 You will allow Us, the Sub-Contractors or any other agent We use access to the Site to deliver, empty, replace or remove the Waste Containers at any time.
- 6.2 You will use all reasonable endeavours to ensure that suitable access to the Site is maintained and that the area designated for the Waste Containers is suitable for purpose and accessible by any vehicles used to deliver them. This will include parking, reversing and turning the vehicles and loading/unloading.
- 6.3 We or the Sub-Contractor may refuse to deliver/collect the Waste Containers or to access the Site if it is considered to be unsafe or likely to cause damage to any property on the Site.
- 6.4 You accept delivery of the Waste Container in accordance with your Service request. This includes where delivery is outside Your Site or on the Highway.
- 6.5 All or any risk for damage or loss to the Waste Containers shall pass to and remain with You from the time of delivery to Site to removal from Site, except where the loss or damage results from Our or the Sub-Contractor's negligence or wilful default.
- 6.6 All Controlled Waste deposited in the Waste Containers shall from the time of collection be the property of the Sub-Contractor PROVIDED that this clause does not absolve You from liability or responsibility for the Controlled Waste whilst it is on the Site.
- 6.7 If a nominated signatory is unavailable to confirm delivery/collection then a GPS tracking report from the delivery/collection vehicle during working hours will be accepted as evidence the service has taken place.

## 7. Charges and payment

- 7.1 You will pay our charges by the due date of the terms agreed on your application for credit or any subsequent amendments.
- 7.2 We will issue invoices on either a monthly or weekly basis.
- 7.3 We reserve the right to request payment in advance or money on account.
- 7.4 Charges stated are exclusive of VAT. You will be responsible to pay VAT. We will ensure that the invoice includes adequate details of the VAT to be paid.
- 7.5 If there is any dispute concerning Charges You will not be entitled to make any set off against any other sum due to Us.
- 7.6 We reserve the right to remove all

- On Hire Services from the Site(s) or to otherwise suspend Services if any Charge is unpaid by the Due Date. You will be responsible for any additional charges this may incur (see clause 10 below).
- 7.7 Any sums due from You which remain outstanding at the Due Date shall attract interest at the rate of 4% above the base rate of the Bank of England until judgement or earlier payment. Such interest shall accrue daily.
- 7.7.1 All invoices become due and payable in the event of payment default.
- 7.8 We shall be entitled to increase Charges at any time to take account of any extraordinary increase in costs to Us. These costs may include (but are not limited to) increases in disposal costs, fuels costs or duty and any impact on Charges due to Environmental Acts or Government Policy. We will give you 14 days 'notice of any increase, which affects current Services.
- 7.9 We may also make additional Charges in the event that We (or the Sub-Contractors) have difficulties with access to the Site for delivery or removal of Controlled Waste, the Controlled Waste differs from that specified in the Environmental Documentation (and may require different disposal methods) extra collections are required due to the quantity of Controlled Waste or for any other authorised or unauthorised changes to the Services. Additional waiting time beyond our control will be charged accordingly
- 7.10 All Quotes are valid for 30 days excluding VAT & O.E. All wastes quoted as per information provided by you. Subject to availability at the time of order & site call off. Mixed waste does not include fridges, freezers, tyres, liquids, electric items, gas bottles, mattresses, flo tubes, bulbs and lamps. Containers must not be overfilled, level loads only.

## 8. Term and termination

- 8.1 These Terms will be in force from when your first request for Services is confirmed by Us as provided in clause 2. (See front of contract).
- 8.2 We shall have the right to give You written notice to terminate this agreement including any or all Services and these Terms immediately if You:
  - 8.2.1 commit any material breach of any term of this agreement and (if such a breach is remediable) fail to remedy that breach within 21 days of being notified in writing to do so; or
  - 8.2.2 have a winding up petition presented or enter into liquidation whether compulsorily or voluntarily (otherwise that for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with your creditors or petition for an administration order or has a receiver or manager appointed over any of your assets or generally become unable to pay your debts within the meaning of Section 123

- of the Insolvency Act 1986.
- 8.2.3 Your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under these Terms has been placed in jeopardy.
- 8.3 Short-Term Services may be terminated by either party on the giving of 48 hours verbal/written notice to the other. You will pay all Charges due up to the date of expiry of the notice.
- 8.4 Unless terminated earlier in accordance with these Terms, this agreement shall continue for the Initial Period (as stated above) and shall automatically extend for 12 months (Extended Term) at the end of the Initial Period and at the end of each Extended Term. Either party may give written notice to the other party at least 3 months but not more than 6 months prior to the end of the Initial Term or the relevant Extended Term, to terminate this agreement not less than 3 months after the end of the Initial Term or the relevant Extended Term, as the case may be. In the event that You purport to give less notice than is set out in this clause then (at our discretion) we may accept such short notice on the basis that You will incur payment of Charges due up to the expiry of the period of notice actually given and You will also pay a sum ("Damages") which You agree is a genuine pre-estimate of Our loss. The Damages shall be 35% of the Charges which We estimate (acting reasonably) would have been payable for the Services for the period ending 3 months after the end of the Initial Term or the relevant current Extended Term in which you gave Your notice.
- 8.5 Termination of Services by either party under this clause shall be without prejudice to any and all other rights and liabilities which have accrued to either party before that date.

## 9. Liabilities and indemnities

- 9.1 The Waste Containers shall be deemed to be in good working order and fit for Your purpose (save for defects not discoverable by reasonable examination) except to the extent that You have notified Us of any defects within 3 working days of delivery of the Waste Containers to the Site(s).
- 9.2 Nothing in this agreement shall operate to exclude or limit either parties' liability for:
  - 9.2.1 death or personal injury caused by its negligence; or
  - 9.2.2 any breach of the terms implied by section 2 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or fraud or fraudulent misrepresentation; or any other liability which cannot be excluded or limited under applicable law.
- 9.3 We shall not be liable to You for any damage to property or Waste Containers, loss of Waste Containers, nuisance or interference howsoever caused in relation to the Waste

Containers, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage, save where such damage or loss results from the negligence of Go Green or the Sub-Contractor.

- 9.4 Subject to clause 9.3, Our aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with the provision of the Services, whether in contractor tort (including negligence) or otherwise, shall in no circumstances exceed 50% of the total Charges paid by You to Us in that calendar year.
- 9.5 We shall not be liable to You in the event that any third party does not operate or maintain a disposal site in accordance with Environmental Acts.
- 9.6 You will promptly make good all loss or damage to the Waste Containers which occurs whilst on Your site (fair wear and tear and damage caused by subcontractors excluded).
- 9.7 You will indemnify and hold Us harmless against any personal injury claims, demands, actions, costs, charges, expenses, loss, damage or liability to persons or property arising from:
- 9.7.1 the provision of the Service;
- 9.7.2 a breach by You of any obligations and duties under these Terms; any act or omission or negligence of Yourself, employees or agents. If You request that the Waste Container is to be placed in a position which requires the vehicle delivering it to leave the public highway You will indemnify and hold Us harmless against any loss cost claims damages or expenses which We may incur (or the Sub-Contractor) whether as a result of damage to the vehicle, the Waste Containers, Your property, the Site, road or pavement. Please inform us at the time of booking if the skip is to be sited anywhere other than private property. Permits or parking suspensions are the responsibility of the hirer however we may be able to arrange this on your behalf. The provisions of this Clause shall remain in full force and effect notwithstanding any breach of these Terms by Us, and shall apply to any such breach whether or not these Terms / Services are terminated in consequence to such breach.

## 10. Disputes and Law

- 10.1 If you wish to dispute Our Charges you must notify us in writing that you wish to dispute our invoice within 14 days of the date of receipt of the invoice. The notice must include sufficient details to enable us to understand the nature and full extent of the alleged dispute.
- 10.2 If after notifying us in writing that you wish to dispute our invoice and the matter is not resolved through negotiation, the parties may attempt to resolve the dispute in good faith through mediation or an Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the

- Centre for Dispute Resolution.
- 10.3 The costs of mediation/ADR will be borne 50% by us and 50% by you.
- 10.4 If the matter has not been resolved by a mediation/ADR procedure within 30 days of the initiation of that procedure or is incapable of being resolved by mediation/ADR for example because the dispute simply arises from non payment the dispute shall be decided by the Courts of England and Wales and the parties submit to its exclusive jurisdiction for that purpose.
- 10.5 If you do not notify us in writing that you wish to dispute our invoice within 14 days of the date of receipt of the invoice and the debt remains unpaid on the 15th day we reserve our right to issue proceedings without the need for mediation/ADR.
- 10.6 If it is necessary to issue proceedings and we obtain a Court Order that you are liable to us, either in full or part, for the sums claimed on the unpaid invoice you contractually agree to pay all our legal costs and charges associated with such legal action.
- 10.7 We reserve the right to instruct a 3rd party agent to seek recovery of any outstanding debts, such costs will be sought from you.
- 10.8 We are credit insured and must report to our Insurers should invoices remain unpaid after 45 days.
- 10.9 These Terms shall be governed by the laws of England and Wales.

## 11. General

- 11.1 Neither party shall be liable for any delay or failure in performing its duties under these Terms caused by any circumstances beyond its reasonable control.
- 11.2 The parties agree that any person who is not a party to these Terms shall have no right to enforce any term of this Contract against either of the parties under the Contracts (Rights of Third Parties) Act 1999.
- 11.3 These Terms supersede any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitute the entire contract between the parties relating to that subject matter.
- 11.4 You agree that You will have no remedy in respect of any untrue statement made to You upon which You relied in entering into these terms and that Your only remedies can be for breach of Contract (unless the statement was made fraudulently).
- 11.5 If any part of these Terms is held unlawful or unenforceable that part shall be struck out and the remainder of these Terms shall remain in effect.
- 11.6 No delay, neglect or forbearance by either party in enforcing its rights under these Terms shall be a waiver of or prejudice those rights.
- 11.7 All notices under these Terms shall (unless otherwise explicitly stated) be in writing and shall be sent to Our address

as given at the beginning of these Terms or Your usual address as provided to Us. Any notice may be delivered personally or by first class post, and shall be deemed to have been served if by hand when delivered, and if by first class post when actually received and receipt is acknowledged.

- 11.8 You may not assign these Terms to another party without Our consent.