

CONDITIONS for WASTE REMOVAL SERVICE

DEFINITIONS

'Company' means McCarthy Marland (Recycling) Ltd.

'Hirer/Customer' means the customer or person/organisation

who has requested hire of our Waste Removal and Disposal Services

'Vehicle' means the vehicle which is collecting or emptying waste which is subject to contract

'Driver' means the driver of the vehicle

'The Site' means where the waste is located on the direction of the hirer

'Non-Conforming Waste' means wastes which do not conform to the appropriate EWC Code on the Sale Advice and Waste Transfer Note

GENERAL CONDITIONS

The Customer enters into the agreement for use of the Company's Waste removal and disposal service, upon the following conditions. No agent or employee of the Company is permitted to alter or vary these conditions in any way or to give any consent thereunder unless authorised in writing by a director of the Company to do so.

TERMS of CONTRACT

1. The contract between the Company and the Hirer is for a period specified at the time of instruction as highlighted on the Sales Advice and Waste Transfer Note.
2. The Company will not permit any cash sale transaction to take place, unless payment has been received in full.
3. The Company reserves the right to amend the 'Day of Transfer' and will notify the Hirer accordingly.
4. Should the Hirer breach the Terms and Conditions of this contract, including, without limitation, any failure to notify a change of Type of Waste, or making any Voluntary Arrangement with its creditors, being the subject of an Administration Order, becoming Bankrupt or going into Liquidation, the Company will terminate this Contract without notice.

DELIVERY and LIABILITIES

1. The Company will use his best endeavours to comply with the Hirer's requirements but can accept no responsibility for any delay in collecting waste, which may be caused directly or indirectly by any unforeseen or abnormal conditions or by an act or neglect on the part of the Hirer.
2. The Hirer shall save harmless and keep the Company indemnified against any claim, demand or penalty arising out of the presence of the Company Vehicle on the Site and which could not have been made or inflicted had the Vehicle not been directed onto The Site.

3. The Hirer shall direct the Driver where to pick up the waste.
4. Where the Driver is directed to pick up the waste on or from a Site which is off the highway, the Company shall be under no liability whatsoever to the Hirer for any damage whatsoever caused whilst the Vehicle is off the highway other than such as might have been caused by negligent driving on the part of the Driver.
5. Without prejudice to the generality of **Condition 3**, the Hirer shall subject as above save harmless and keep the Company indemnified against any claim or demand which could not have been made had the Driver not been so directed.
6. The Hirer will compensate the Company for any damage to the Vehicle which would not have occurred had the Driver not been so directed and which is not due to any negligent driving on the part of the driver.
7. The time allowed for picking up is 45 minutes. If the Vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage.

COLLECTIONS/WASTE

1. The Hirer shall ensure that no waste other than those classified by the corresponding EWC Code on the waste transfer notes can be collected as part of the Company's Waste Removal Service without prior written agreement.
2. If any Non-Conforming Wastes are to be collected, the Hirer shall immediately give notice to the Company, prior to the collection or removal, to ensure appropriate arrangements are made of the disposal and charging of the Non-conforming Wastes.

PAYMENT TERMS

1. All cash transactions will be paid by the Customer prior to the Company carrying out service. All account payment transactions will be settled in full by the Customer within 30 days from receipt of the Company's Invoice.
2. **Payment is due prior/upon collection of any waste removal and disposal service and that payment is not contingent of any other part of the job being completed.**
3. If payment is made by Direct Debit, the Hirer will be notified by a statement of accounts from the Company of the amount to be collected in advance of the payment being deducted.
4. All charges are subject to VAT at the prevailing rate.

5. The Company may temporarily suspend collections where the Hirer fails to make payment on the due date until such times the payment arrears are brought back into line.
6. Should a temporary suspension of collection be necessary for whatever reason, the Company will continue to charge for collections as if they had taken place.
7. The Hirer may not suspend collections without notice, either permanently or for a period of time.

GENERAL

This contract is governed by English Law and both parties entering into such agreement will submit to the jurisdiction of the English Courts.

DATA PROTECTION

1. The Company will only use personal information provided to it as set out in its privacy policy, a copy of which can be found on the Company's website.
2. Data Protection Legislation means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation as applied by the European Union whilst still legal effect in the UK.
3. The Company's GDPR policy can be found on our website.