

## Rubbish2Go Waste Services Ltd - Terms and Conditions

These Terms and Conditions shall apply to all bookings made with Rubbish2Go Waste Services Ltd, a company registered in England under number 10489189, whose registered address is 29 Bibury Crescent, Northampton, Northamptonshire, England, NN3 6AG. Please read these terms and conditions carefully, you should understand that by booking with us, you agree to be bound by these terms and conditions.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**the Agreement**” means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the booking;

“**Customer**” means you, the consumer (as defined in the Consumer Rights Act 2015) or business purchasing our Services.

“**Company**”, “**We**” and “**Our**” refers to Rubbish2Go;

“**Confidential Information**” means, in relation to either Party, information which is disclosed to that Party by the other Party in accordance or connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“**Quotation**” remains open for acceptance for a period of 28 days and means the written Quotation for the performance of the Services or any other Services as may from time to time be amended by the written agreement of both the Company and the Customer;

“**Confirmation**” means the notification made by the Company that the booking has been accepted. This notification is subject to these Terms and Conditions;

“**Collections**” means the collection of the waste the subject of this agreement;

“**Fees**” refers to the Fees of all Services listed in this Agreement, and any additional services we may provide;

“**Services**” means the Collection and disposal of waste, along with Skip Hire;

“**Site**” means the location at which the Services are to be provided;

“**Total Price**” means the total sums payable for the Services, as confirmed by the Company.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and “written” includes emails;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions;

1.2.5 a clause is a reference to a clause of these Terms and Conditions; and

1.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions. Words imparting the singular number shall include the plural and vice versa. References to persons shall include corporations.

### 2. How the Contract is formed between the Company and the Customer

2.1 Our waste collection and other Services can be booked via the telephone where we will discuss your requirements and our Fees;

2.2 Your booking constitutes an offer to us. All bookings are subject to acceptance by us and we will confirm such acceptance to you over the telephone or via email depending on how we have communicated, to advise that the booking has been successfully confirmed.

2.3 Customers must pay for skip hire at the time of booking in order for the booking to be confirmed.

2.4 The Customer is required to provide the following information during the booking:

2.4.1 The amount of waste to be collected and removed;

2.4.2 Any additional instructions that are necessary for the Collection and disposal of waste;

2.5 In accepting these terms and conditions you acknowledge that you do not rely on any representations regarding the Services save for those made in writing by us. No descriptions of the Services set out on our website or in any marketing literature shall be binding on us and are intended as a guide only.

2.6 The Customer will be deemed to have full authority to make a booking regarding the waste to be collected.

2.7 We reserve the right to make any changes to the Services but will endeavour to keep any such changes to a minimum.

2.8 Should any information provided change at any stage or be found to be incorrect, either deliberately or otherwise, we reserve the right to amend or cancel the booking and the return of any payments shall be at our sole discretion. We also reserve the right to charge for any Fees incurred by us in amending or cancelling your booking.

### 3. Waste Collection

3.1 The Company shall provide a waste collection and disposal Service, and we will use reasonable care and skill in providing the Services.

3.2 All Collections are provided with a 2 hour time slot. Whilst we will try to ensure that Collections are completed within this period, it is not always possible due to events out of our control, including but not limited to: traffic, vehicle breakdowns, and unexpected delays at a previous job.

### 4. Skip Hire

4.1 Skip Hire unless otherwise agreed lasts for a 14-day period. Any additional days will result in an added hire charge of £5 per day (this charge is only applied on weekdays);

4.2 Skips must be filled to the top line only, it is at the driver's discretion upon arrival whether it is collected;

4.3 If the skip is deemed safe enough to collect by the driver, we may charge an additional fee for the waste at £15 per cubic yard (with a minimum of 1 yard being charged);

4.4 Skips can only be delivered to the Site we are collecting waste from;

4.5 If we are unable to deliver or collect a skip due to a Customer not providing the correct information, we charge an administration fee;

4.6 Standard skip Collection times are between 7:00am and 5:30pm Monday to Friday. An additional charge will apply to weekend and out of hours Collections;

4.7 Skips must not be moved by the Customer, and any damage to a skip must be paid for by the Customer;

### 5. The Customer's Obligations:

5.1.1 ensure that the waste expected to be disposed of is not hazardous or dangerous in any way, including but not limited to syringes and needles;

5.1.2 ensuring that if any consents, licences, parking fee, skip licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar and these have been obtained by the Customer before we begin the works; any failings to do so may incur more fees or charges which you are liable for;

5.1.3 ensure the waste transfer note provided is retained for a minimum of 2 years.

### 6. Fees and Payment

6.1 All Fees provided over the phone are estimate only and will be confirmed by the Company on arrival;

6.2 A discretionary labour charge may be applied to jobs that require a long walk or involves flights of stairs;

6.3 Additional charges are made for hazardous or difficult waste such as tyres, gas bottles and fridges etc. and these items are costed on our website.

6.4 Where agreed a deposit may be required at the time of booking and the remainder will be taken upon completion of the job

6.5 All payments can be completed by cash, card, or BACS payments. Payments through cheques and American Express are not accepted;

6.6 If payment is not made or is refused at the time of Collection, the waste may be returned to the Customer;

6.7 Invoices for payments are not standard practice, but they can be provided on request by email;

6.8 Unless specified in the booking, the following Services are excluded from the Contract and if required, they will be chargeable. If we agree to provide these Services (at our discretion), we will provide a Quotation:

6.8.1 a different or additional Collection for various types of waste;

6.8.2 the repositioning of any skips either to a different area of the Site or to a new Site; and

6.8.3 any other ad-hoc Services we offer.

### 7. Variations and Amendments

7.1 If you wish to vary any details of the Service where appropriate, you must notify the Company at least 6 working hours before the Services are scheduled to be performed. We shall endeavour to make any required changes and any additional Fees thereby incurred shall become immediately due and payable;

7.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Confirmation, we shall notify you as soon as possible. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

7.3 Whilst every care is taken to maintain our vehicles, mechanical failures or other issues may cause breakdown or safety related issues from time to time. Should this happen the driver may be required to stop the vehicle. We shall use all reasonable endeavours to continue the Services with minimal delays or disruption by sourcing an alternative vehicle or repairing any issues on the vehicle when they arise.

### 8. Cancellation

8.1 If you are a consumer in the European Union, you have a legal right to a “cooling off” period within which you can cancel the contract for any reason. This period begins once the Contract between you and us is formed, as set out in clause 2.2 and it ends at the end of 14 calendar days after that date.

8.2 If you wish to exercise your right to cancel under clause 8.5, you must inform us of your decision within the cooling off period. Cancellation is effective from the date on which you send us your message. The cooling off period lasts for whole calendar days so if, for example, you send us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted.

8.3 However, if you expressly state that you wish for us to commence our Services within this initial 14 day cooling off period, your right to cancel within this period will be lost and payment will be required for all Services carried out during this time.

8.4 If the Customer is not a Consumer, or if the Customer is a Consumer and the cooling off period detailed in clause 8.1 has expired, or has been waived, and the Customer wishes to cancel the Contract the following applies:

- 8.4.1 If you cancel the Contract more than 7 days prior to the start date for the Services, we will refund all sums paid;
- 8.4.2 If you cancel the Contract less than 7 days prior to the start date for the Services, 100% of the Fees shall be due and payable;
- 8.5 If you fail to complete any of your obligations under clause 5, we will cancel your booking and the above clauses 8.1.1 to, and inclusive of, 8.1.2 shall apply.
- 8.6 We reserve the right to cancel the Services at any time. In this event, we will refund any payments made, including the deposit.
- 8.7 If any waste is found to be dangerous or hazardous, our Services will be ended immediately; payment will be taken for the waste that has been cleared, and we will leave the site without completing the job.
- 9. Liability and Indemnity**
- 9.1 Subject to this clause 9, we will be responsible for any foreseeable loss or damage that you may suffer as a direct result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 If the Services provided do not conform with the requirements laid out by you, we will accept liability amounting to the total value of the damages only.
- 9.3 We accept no liability in respect of the following:
- 9.3.1 disposal of waste you do not have the right to dispose of. Customers must ensure that they have the right to dispose of waste before contacting the Company;
- 9.3.2 items that are too large to be removed from the property will be dismantled whenever possible; if we are still unable to remove the item, we are not responsible for re-assembling it;
- 9.3.3 photographic evidence must be provided by the Customer as proof that we have damaged their property in order for us to be liable;
- 9.3.4 damage due to causes beyond our control including, but not limited to, any force majeure event;
- 9.3.5 loss or damage to the works carried out by us, where this is caused by you or any third party not authorised by us; for example, damage caused to flooring during a Collection. We make sure to explain the potential risk of damage to our Customers and ensure they know it is their responsibility to protect any flooring and other items they do not want to be damaged;
- 9.3.6 work performed by other tradesmen or tradeswomen;
- 9.3.7 unforeseen pre-existing issues;
- 9.3.8 damage or deterioration arising out of normal wear and tear.
- 9.4 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 9.5 We will maintain suitable and valid insurance, including van insurance and public liability insurance. Details are available on request.
- 9.6 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.7 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 10. Privacy Policy**
- 10.1 We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the Services.
- 10.2 Notwithstanding the above, we reserve the right to take and use photographs, and testimonials given by you, in marketing literature and on our website. Please contact us in writing if you do not consent to this usage.
- 10.3 Your data is stored securely in accordance with the General Data Protection Regulation.
- 10.4 We will not share any of your information with any other agency, company or business for marketing or any other purpose at any time, unless required to do so by law.
- 11. Events outside our control (Force Majeure)**
- No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 12. No Waiver:** No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 13. Set-Off:** Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.
- 14. Sub-Contracting**
- 14.1 The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Company.
- 15. Relationship of the Parties:** Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.
- 16. Third Party Rights**
- 16.1 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 16.2 Subject to this Clause 16, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.
- 17. Notices:** Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 18. Entire Agreement**
- 18.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Agreement. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.
- 18.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 19. Our right to vary these terms and conditions:** We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.
- 20. Severance:** In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.
- 21. Other Important Terms**
- 21.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 21.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 21.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 21.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 21.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.
- 22. Law and Jurisdiction:** This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.