COASTAL RECYCLING
RECOVERING RESOURCES™

Commercial Waste Terms and Conditions

TERMS AND CONDITIONS

FOR THE

PROVISION OF WHEELED BIN SERVICES

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1. Definitions and Interpretation

1.1 In these terms and conditions unless the context otherwise requires, the following words having the meanings next to them:

Agreement		the DCSA which incorporates and is subject to these T&Cs during and throughout the Term.
Commencement Date		is either the date on which both parties sign the Agreement or the delivery of any Equipment under the Agreement, whichever occurs first.
Duty Of Care		the duty of care for the disposal of waste set out in Section 34 of the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Regulations (as amended).
DCSA		the 'Duty of Care & Service Agreement' setting out the Services as may be amended pursuant to these T&Cs.
Equipment		the equipment specified in the DCSA to be provided by, or on behalf of, Coastal Recycling and any replacement of or addition to it.
Excluded Waste		includes: A. any waste, substance or material which is not Waste; B. any batteries of any description including those incorporated into or integral to items (vapes, power machinery, phones, etc.); and C. any waste which is notified to the customer by Coastal Recycling as waste which Coastal Recycling cannot collect including because it is not accepted at the facility at which it is to be Treated.
Good Operating Practice		the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be exercised by a skilled and experienced operator engaged in the same type

		of undertaking under the same or similar circumstances and conditions.
Hazardous Waste		is as defined by the Hazardous Waste Regulations 2009.
Initial Term		the initial term referred to in clause 2.
Law		any applicable legislation, EU regulation or directive having direct effect, or provision of common law, in each case having the force of law and any change to it then in force.
Notice		includes any notice, demand, consent or other communication.
Pay by Lift		A Service where the customer pays a Service Charge per lift (collection) of Waste as set out in the Agreement.
Pay by Weight		a Service where the customer pays a Service Charge and a Price per KG instead of a Price per Lift per lift (collection) of Waste as set out in the Agreement.
Price		the price for the services set out in the Agreement as amended from time to time in accordance with these T&Cs.
Price per KG		the price per kilogram for Waste set out in the DCSA as amended from time to time in accordance with these T&Cs.
Renewed Term		a renewed term referred to in clause 2.
Service		the hire of the Equipment and the collection of Waste at the Site, in each case as described in the Agreement, for Treatment to meet the Duty of Care.
Service Charge		the service charge per item of Equipment per Service as set out in the Agreement as increased from time to time under these T&Cs.

Site		the location where the Equipment for the Waste produced by the customer will be sited for Service, the details of which are set out in the Agreement.
T&Cs		these terms and conditions as may be amended from time to time.
Term		the Initial Term and any Renewed Term.
Treated		Includes, in connection with Waste, any or all of reuse, recycling, recovery, treatment, shredding, processing, sorting, and disposal.
Use Charge		the charge notified to the customer to represent a customer's use of any item of Equipment not made available to be Serviced on a scheduled (or rescheduled) Service, as increased from time to time.
Vehicle		any vehicle, plant or equipment used by, or on behalf of, or for, Coastal Recycling: A. to deliver or collect Equipment to or from a Site, B. to collect Waste from the Site, or C. to provide the Services.
Waste		the type(s) of waste more particularly described in the Agreement together with any other types of waste agreed in writing by Coastal Recycling.
Waste Collection Period		each period during the term starting from the date of the first Service.
Waste Description		the description of the Waste set out in the Agreement given by the customer to Coastal Recycling in accordance with the Duty of Care.
Weight Allowance		unless otherwise set out in the Agreement, the maximum weight for Waste is: A. 75kg per 1100ltr Equipment B. 45kg per 660ltr Equipment C. 35kg per 360ltr Equipment, and

		D. 25kg per 240ltr Equipment.
WTN		the waste transfer note(s) produced following a Service as part of the Duty of Care.

1.2 In these T&Cs, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender;

(b) a reference to a statute or statutory provision includes any subordinate legislation made under it, any repealed statute or statutory provision which it re-enacts (with or without modification), any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

(c) a reference to any party includes its successors in title, permitted assigns, employees, agents and sub-contractors and clauses and schedules are to clauses of and schedules to these T&Cs and references to sub-clauses and paragraphs of the clause or schedule in which they appear;

(d) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words used after those terms

2. Duration of the Agreement

2.1 Subject to termination as set out in clause 14, the Agreement shall come into effect on the Commencement Date and shall remain in effect for one year, which shall be the Initial Term. At the end of the Initial Term, or any subsequent term of it subject to renewal under this clause (in each case 'a Renewed Term'), this agreement shall be automatically renewed for one year.

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

3. Obligations of Coastal Recycling

3.1 Coastal Recycling shall provide the Services. Time shall not be of the essence in the performance of its obligations under the Agreement

3.2 Notwithstanding any times or dates given for performance of the Services, Coastal Recycling may make such changes to the times or dates of performance as may be necessary due to its reasonable operational requirements and shall where possible give the customer reasonable notice of such changes. If such

changes are made as a result of any act or omission of the customer and Coastal Recycling incurs additional costs; Coastal Recycling may charge the customer accordingly.

3.3 Coastal Recycling may sub-contract performance of the whole or any part of its obligations under the Agreement and the Agreement and these T&Cs shall be construed accordingly.

3.4 In performing the Service, Coastal Recycling shall comply with:

(a) all special Site conditions and safe working procedures notified in writing by the customer to, and agreed with, Coastal Recycling in accordance with the customers obligations under law, and

(b) Good Operating Practice.

3.5 Coastal Recycling shall ensure the Waste is transferred for Treatment in accordance with the Duty of Care and Law.

4. Access for delivery and collection of Equipment and for Services

4.1 Coastal Recycling shall deliver the Equipment to the customer at the Site in the quantity specified in the Agreement.

4.2 The customer shall ensure that there is suitable access to the Site and that there are adequate facilities for manoeuvring the Vehicle.

4.3 The driver of the Vehicle may, in his absolute discretion, refuse to deliver any of the Equipment if he believes that access to the Site or manoeuvring facilities are unsafe or likely to cause damage to the Vehicle and or any property.

4.4 The customer shall ensure that all persons acting for and on behalf of Coastal Recycling entering the Site shall be safe for the purposes of their visit.

4.5 The customer shall grant Coastal Recycling such access to the Site as may be required by Coastal Recycling without notice (if necessary) for the purpose of moving or maintaining the Equipment and performing the Services.

5. Equipment and performing the Services

5.1 The risk of loss or damage to the Equipment shall pass to and remain with the customer from the earlier of:

(a) the delivery of the Equipment to the Site

(b) the customer receiving notice from Coastal Recycling that access to the Site or the facilities for unloading or manoeuvring any vehicle are unsafe or inadequate; and

(c) the customer instructing Coastal Recycling to delay delivery for any reason.

5.2 The Equipment shall remain the property of Coastal Recycling and the customer shall have no rights to it other than those set out in this agreement

5.3 The customer at all times:

(a) must adequately insure, and keep adequately insured, the Equipment to its full replacement value;

(b) shall be solely responsible for the safety, security and protection of the Equipment while it is at the Site;

(c) must not damage, alter, fix anything to or overload the Equipment; or allow or permit any third parties to do the same;

(d) must not purport to charge, sub-let or part with possession of any Equipment;

(e) must not deposit in the Equipment any waste not conforming to the Waste Description;

(f) must not burn any matter in the Equipment;

(g) must not relocate the Equipment;

(h) must not overload the Equipment, and for these purposes, ‘overloading’ includes a weight of Waste in any Equipment being 50% in excess of the Weight Allowance;

(i) at reasonable times allow Coastal Recycling or its agents to gain access to the Equipment to empty or replace it.

5.4 The Customer must ensure that on each Service:

(a) the Equipment is placed at the location at the Site agreed to perform the Service and be available for Service at any time in the 24hr period of the scheduled (or rescheduled) Service;

(b) the Equipment is no further away than ten metres from where the Vehicle can safely park to safely perform the Service; and

(c) ensure the Equipment, and for the performance of the Service, is on a level flat area (that is, not on a slope, hill or on, or to be collected over, uneven ground).

5.5 If the Equipment is lost, stolen or damaged (ordinary wear and tear excepted) due to the failure of the customer in full or in part, the customer shall indemnify Coastal Recycling in respect of such loss including the cost of replacement, repairs and all other expenses.

5.6 The customer shall be responsible for the siting and use of the Equipment. Despite this, Coastal Recycling may advise the customer on the siting of the Equipment but without accepting responsibility or liability.

5.7 Nothing in the Agreement or these T&Cs shall require Coastal Recycling to place the Equipment on a highway (whether public or private) or in a public place unless the customer has obtained all permissions required and shall indemnify Coastal Recycling in respect of any loss or costs arising from breach of this cause.

6. Description and ownership of Waste

6.1 In relation to the Waste, the customer warrants that:

(a) it has complied with the Duty of Care;

(b) the Waste Description is true, complete and accurate in all respects;

(c) it shall be wholly and solely responsible for the Waste Description despite any waste analysis carried out or which could have been carried out by Coastal Recycling. Examples of wastes which are not acceptable without prior notification include; liquids of any nature, non-compactable waste (such as hardcore and concrete), large wooden objects, refrigeration equipment, electrical equipment such as televisions and computer monitors (or any other WEEE) and any Hazardous Waste

(d) unless otherwise agreed in writing by Coastal Recycling the Waste does not contain any Hazardous Waste;

(e) the Waste does not contain any explosive material or hazardous concentrations of any noxious, poisonous or polluting substance;

(f) it is the owner of the Waste; and

(g) it has fulfilled its legal requirement to apply the waste hierarchy, as required by Regulation 12 of the Waste (England & Wales) Act 2011, prior to entering this agreement.

6.2 If the customer finds out that the Waste Description is inaccurate it shall immediately notify Coastal Recycling in writing.

6.3 If Coastal Recycling is notified under clause 6.2 or finds out that the Waste Description is different from that notified initially to it, Coastal Recycling may (without prejudice to any other right or remedy available to it):

(a) suspend performance of the Services;

(b) adjust the Price; or

(c) transfer the Waste to an alternative location licensed to take such waste at the customer's expense.

6.4 Where any Hazardous Waste is included in the Agreement, the customer shall comply fully with the Hazardous Waste Regulations 2009.

7. Collection and Treatment of Waste

7.1 The customer shall make available each and every item of Equipment for Service for each Waste Collection Period for the relevant Waste stream as set out in the Agreement.

7.2 Unless otherwise agreed in writing between the parties, the customer shall pay a Use Charge for any items of Equipment not made available to be Serviced on a scheduled (or rescheduled) Service. By way of example, a customer has an Agreement for two 1100ltr general waste Equipment to be Serviced every week. If one week the customer only puts out one, the customer will pay the Use Charge for the one not put out. If the customer does not put out any items of Equipment one week, then the customer will be charged, and will pay, a Use Charge for both.

7.3 Without prejudice to clauses 7.1 and 7,2, for customers having any Services:

(a) on Pay by Lift, the customer shall:

(i) pay the Service Charge for the Service;

(ii) pay the Price per KG for each and every kilogram of Waste in each item of Equipment in excess of either the weight limit set in the Agreement for the Service or, if not set, the Weight Allowance.

(b) on Pay by Weight, the customer shall:

(i) pay the Service Fee as set out in the Agreement per Equipment per Service; and

(ii) pay the Price per KG for each and every kilogram of Waste in each item of Equipment

7.4 On any Service including Pay by Weight, if a Vehicle does not have weighing equipment or its weighing equipment is not working, the weight of the Waste collected per item of Equipment will be deemed to be:

(a) the average weight of the Waste determined over the last twelve consecutively weighed lifts (having regard to and adjusting for any seasonal fluctuations); or

(b) if (a) cannot be met, the Weight Allowance.

7.5 The weighing equipment used by Coastal Recycling on its vehicles are calibrated annually by a competent third party.

7.6 Coastal Recycling may refuse to deal with any Excluded Waste and accepts no liability for the consequences of such refusal.

7.7 Coastal Recycling shall acquire title to any Waste when collected from the customer. However, the customer is still responsible for and liable in respect of the Waste deposited in the Equipment.

7.8 Title to, risk of loss and liability for any Excluded Waste shall remain with the customer. The customer shall indemnify Coastal Recycling against all costs and expenses in connection with the collection of Excluded Waste.

7.9 The customer shall comply with its record keeping obligations under the Duty of Care and shall provide Coastal Recycling with a true copy of such record on demand.

7.10 Unless otherwise agreed in writing by Coastal Recycling, nothing in the Agreement or these T&Cs shall require it to collect loose Waste from the Site.

7.11 The customer shall be solely responsible for the proper supervision of loading and collection of Waste and Coastal Recycling may refuse to provide the Services if it reasonably considers that the provision of the Services may place at risk any person, Vehicle, Equipment or other property.

7.12 Any WTN supplied to the customer following a Service shall be deemed to be, and the customer hereby agrees that it will be, proof of the Service provided. All WTNs provided to a customer shall be deemed to be true and accurate unless queried within fourteen days of the date it is sent.

8. Price and Payment

8.1 In consideration of the provision of the Services, the customer shall pay to Coastal Recycling the amounts set out in the Agreement and pursuant to these T&Cs, subject to variation as set out in clause 9.

8.2 Coastal Recycling may make an additional charge for Services provided at the request of the customer at times outside of normal working periods or which at the request of the customer vary from the scheduled collection times.

8.3 Subject to any special terms and agreed in writing between Coastal Recycling and the customer, Coastal Recycling may invoice the customer on or at any time after performance.

8.4 All payments to Coastal Recycling shall be made against Coastal Recycling invoices which shall be presented at the beginning of each calendar month for the provision of its Services. All payments shall be made by the customer in accordance with the specified terms of the invoice. Payment of all outstanding invoices shall become due on the happening of any event set out in clause 14.2.

8.5 Payment shall be made in full by the customer in accordance with the Agreement and these T&Cs and the customer shall not set-off any payment against any other sums claimed.

8.6 Time of payment shall be of the essence and Coastal Recycling may charge the customer and the customer shall pay interest on overdue payments accruing from day-to-day at the rate of 4% over and above the base rate from time to time of Lloyds Bank Plc. In addition, the customer will pay the company £25 for non-payment of a direct debit.

8.7 All prices are exclusive of Value Added Tax (and landfill tax where specified) which shall be charged by Coastal Recycling and be payable by the customer at the appropriate rate.

9. Price Adjustments

9.1 Coastal Recycling may increase the charges and rates set out in the Agreement to compensate for any increase in costs caused by and not limited to any of the following:

(a) an increase in the index of retail prices (all items) as published by the central statistical office (or any replacement of that index);

(b) an increase in transportation costs;

(c) an increase in waste disposal costs;

(d) changes in law applicable to the Services, which shall include changes in taxes, duties, fees, landfill, Treatment costs, licensing or other relevant government charges.

9.2 Coastal Recycling will provide written notice to the customer of no less than fourteen days prior to any price increase becoming effective.

10. Liability and Indemnity

THE PROVISIONS OF THIS SECTION CONTAIN LIMITATIONS AND EXCLUSIONS ON THE LIABILITY OF COASTAL RECYCLING INCLUDING FOR LOSS AND/OR DAMAGES SUSTAINED THROUGH THE AGREEMENT (WHICH INCORPORATES THESE T&Cs) AND THE SERVICE. PLEASE READ THESE CAREFULLY TO CHECK THAT THE LIMITATIONS AND EXCLUSIONS ARE COVERED BY YOUR INSURANCE.

10.1 The Equipment shall be deemed to be in good working order and condition (except for defects not discoverable by a reasonable examination) within 3 working days of delivery of the Equipment.

10.2 Coastal Recycling accepts liability for:

(a) death or personal injury to the extent that it results from its negligence or that of its employees or agents;

(b) any breach of any condition or warranty as to title and quiet possession which may be implied by Section 7 of the Supply of Goods and Services Act 1982;

(c) subject to clauses 10.3 and 10.4 direct loss or damage arising from the Equipment, the Service or items belonging to the customer, its employees or agents but only to the extent it results from:

(i) a breach by Coastal Recycling of any of its obligations under the Agreement; or

(ii) the negligence of Coastal Recycling's employees or agents.

10.3 Coastal Recycling shall not be liable to the customer for:

(a) any statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by Coastal Recycling shall be construed to enlarge, vary or override in any way any of the provisions of these T&Cs;

(b) any breach of this agreement caused directly or indirectly by any act or omission of the customer;

(c) any indirect or consequential loss (including economic loss, loss of profits or goodwill, loss of opportunity, loss of or delay to production or to any service, damage to business or reputation).

10.4 Except for liability referred to in clauses 10.2 (a) and (b), Coastal Recycling's total liability (including for related or connected costs, fees and expenses) for any single breach of the Agreement, in tort (including negligence) or other act, default or omission for which, in each case, we are held liable (which includes for our agents, sub-contractors and employees) shall be limited to the annual value of the Agreement.

10.5 Without prejudice to any other rights or remedies available to Coastal Recycling the customer shall fully indemnify Coastal Recycling against all losses, claims, liabilities, damages and costs arising from:

(a) any breach of the customer's obligations under the Agreement;

(b) any act or default of the customer;

(c) any breach of law by the customer.

10.6 The provisions of this clause 10 shall survive the termination of the Agreement howsoever caused.

11. Insurance

The customer undertakes and agrees to take out and maintain insurance cover of a minimum of £5,000,000 to cover its liabilities under the Agreement and agrees to produce at the request of Coastal Recycling a copy of the insurance policy or policies and the relevant renewal receipts for inspection by Coastal Recycling.

12. Force Majeure

Coastal Recycling shall not be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this agreement to the extent that such delay or non-performance is due to any cause beyond its reasonable control including any pandemic, the acts, defaults or omissions of suppliers or sub-contractors or strike, lockout or other form of industrial action or unavailability of Equipment.

13. Suspension of Services

13.1 Coastal Recycling may suspend performance of the Services if at any time either:

(a) it has reasonable cause to believe that the customer will not be able to meet its obligations under the Agreement; or

(b) the customer has not paid for the Services by the due date for payment.

13.2 Any suspension of services shall not affect the rights of Coastal Recycling to payment.

14. Termination

14.1 Either party to the Agreement may terminate it by giving to the other 3 months' notice in writing to expire at the end of each anniversary of the Commencement Date.

14.2 Coastal Recycling may by notice in writing immediately terminate this agreement if the customer shall:

(a) expressly or impliedly repudiate the Agreement by refusing or threatening to refuse to comply with any provision of the Agreement;

(b) be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in its obligations under the Agreement;

(c) commit a breach of the Agreement which in the case of a breach capable of remedy shall not have been remedied within 30 days of the receipt of a notice from Coastal Recycling identifying the breach and requiring its remedy;

(d) be unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of Coastal Recycling means that the customer may be unable to pay its debts.

14.3 If Coastal Recycling terminates the Agreement under the provisions of this clause 10, the customer will pay to Coastal Recycling all costs, losses, claims, damages and expenses incurred by Coastal Recycling as a result of the customers breach and the consequent termination.

14.4 Termination of the Agreement shall be without prejudice to any rights or liabilities of either party, which may have accrued up to the time of termination.

14.5 At the sole discretion of Coastal Recycling, where the Agreement between Coastal Recycling and the customer is prematurely terminated by the customer, with/without any breach of confidentiality, Coastal Recycling shall be entitled to a sum of liquidated damages amounting to 45% of the outstanding price accruable for the unexpired period to the natural end date of the Agreement – such sum representing a fair compensation of time, effort, up-front costs and industry investment and it is agreed that this clause does not operate as a penalty clause and is effective in law.

15. Assignment

15.1 The Agreement shall be binding on and endure for the benefit of the successors in title of the parties but, except as set out in clause 15.2, shall not be assignable by any party without the prior written consent of the other.

15.2 Coastal Recycling may assign the benefit of this agreement in its absolute discretion.

16. Confidentiality

16.1 The parties shall at all times keep confidential information acquired as a result of the Agreement. This obligation shall not apply to information which either party is required to disclose under law or where required by regulatory agencies or where necessary required for the performance of professional services.

16.2 In particular subject to 16.1 for the duration of the Agreement and for a period in any event not exceeding 2 years from the date of disclosure by Coastal Recycling to the customer of the proposed Service and Price, the customer agrees:

(a) to keep all price sensitive information confidential;

(b) to keep all records of the price sensitive information in safe custody

(c) not to permit or disclose to third parties orally or in writing the details of the pricing arrangement without the written consent obtained from a Director of Coastal Recycling;

(d) not to make any use of the price sensitive information or any adaption or variation of the same without the written consent obtained from a Director of Coastal Recycling;

(e) to return to Coastal Recycling all copies of the terms and conditions of the agreement within 1 month of a written request from Coastal Recycling.

17. General

17.1 The Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of the Agreement.

17.2 The customer acknowledges that it has entered into this agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in the Agreement and, save as expressly set out in the Agreement, Coastal Recycling shall have no liability in respect of any other representation, warranty or promise made prior to the date of the Agreement unless it was made fraudulently.

17.3 To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of the Agreement and shall not affect the enforceability of the remainder of the Agreement.

17.4 No purported variation of the Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

17.5 The rights, powers and remedies conferred on any party by the Agreement and remedies available to any party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise.

17.6 Either party may, in whole or in part, release, compound, compromise, waive, or postpone, in its absolute discretion, any liability owed to it or right granted to it in the Agreement by the other party without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

17.7 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under the Agreement or otherwise.

17.8 Unless expressly provided in the Agreement, no term of the Agreement is enforceable pursuant to the contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

18. Notices

18.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the addresses (or an address substituted in writing by the party to be served) set out in the DCSA:

18.2 Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address; or

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. Governing Law and Jurisdiction

19.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.