

WasteOnline Business Terms

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IT IS AGREED as follows:

Your attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1. About Us

- 1.1. **Company details.** GO GREEN LIMITED, trading as Waste Online (we and us), is a company registered in England and Wales with registration number 4073354 and our registered office is at River Torne House, 323 Bawtry Road, Bessacarr, Doncaster, South Yorkshire, DN4 7PB, which is also our main trading address. Our VAT number is GB 763 6540 16. We operate the website www.wasteonline.uk (Site).
- 1.2. **Contacting us.** To contact us e-mail our customer service team at contactus@wasteonline.uk or call us on 0845 176 0020. How to give us formal notice of any matter under the Contract is set out in clause 17.2.

2. Our Contract with You

- 2.1. Our contract. These terms and conditions (**Terms**) apply to the contract (**Contract**) between you and us for the supply of waste management and related services including but not limited to skip hire, waste collection, recycling, haulage, tipping services and hazardous waste services, including delivery, collection, and disposal (**Services**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3. **Language.** These Terms and the Contract are made only in the English language.

3. Placing an Order and its Acceptance

- 3.1 Placing your order. Please follow the onscreen prompts to place an order. You may only submit an order using the method set out on the Site. Each order is an offer by you to buy the Services specified in the order subject to these Terms.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (Order Confirmation), at which point and on which date (Commencement Date) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.
- 3.5 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

- 3.6 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

4. Cancelling Your Order and Obtaining a Refund

- 4.1 You may cancel the Contract at any time prior to the completion of the Services if you notify us as set out in clause 4.2.
- 4.2 To cancel the Contract, you can complete the cancellation form on our Site, email us at contactus@wasteonline.uk, or contact our Customer Services team by telephone on 0845 176 0020 or by post to River Torne House, 323 Bawtry Road, Bessacarr, Doncaster, South Yorkshire, DN4 7PB. If you are emailing us or writing to us, please include details of your order to help us to identify it.
- 4.3 Subject to clause 4.4, if you cancel the Contract we will refund you in full for the price you paid for the Services, by the method you used for payment. We may deduct from any refund an amount for the supply of the Services for the period up to the time when you give notice of cancellation in accordance with clause 4.2. Which will reflect the cost of any Services already supplied as a proportion of the entirety of the Contract.
- 4.4 No refunds will be given in the event of cancellation by you where:
- 4.4.1 we do not receive notice of your cancellation by 10am on the day before the date the Services are due to be performed; or
 - 4.4.2 a required permit has already been applied for with the relevant local authority in respect of the Services.

5. Our Services

5.1 **What the Services comprise.**

When we accept an order placed by you for the Services, we are agreeing to provide to you the requested waste service, for the relevant waste type, to the specified address, on the requested date stated in your order the services specified in your order which may include (without limitation) skip hire, waste collection, recycling, haulage, tipping and hazardous waste services. We are also agreeing to collect the relevant waste/container carry out the relevant collection, delivery or service provision on the relevant date stated in your order and to properly dispose of the waste within the container/vehicle any waste handled as part of the Services. Delivery and collection dates are not guaranteed and collections can take 5-7 working days from the date requested.

Unless otherwise agreed by us, we are not agreeing to provide any services other than those expressly set out in your order, including but not limited to:

- 5.1.1 obtaining any permits or licences required for your use of the waste container;
- 5.1.2 providing any labour services in relation to filling the container; and
- 5.1.3 altering the waste in the container.

- 5.2 **Compliance with description.** Subject to our right to amend the Services (see clause 5.3) we will supply the Services to you in accordance with the description for the Services appearing on our Site at the date of your order in all material respects.

- 5.3 **Changes to Services.** We reserve the right to amend the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

- 5.4 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

5.5 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

6. Your Obligations

6.1 It is your responsibility to ensure that:

- 6.1.1 the terms of your order are complete and accurate;
- 6.1.2 you co-operate with us in all matters relating to the Services;
- 6.1.3 you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;
- 6.1.4 you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 6.1.5 you prepare your premises for the supply of the Services;
- 6.1.6 save for any permits we have explicitly stated we will obtain, you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 6.1.7 you comply with all applicable laws, including health and safety laws and in particular all laws and regulations notified to you during the order process; (Environmental Protection Act 1990 / Hazardous Waste Regulations)
- 6.1.8 you keep all of our materials, equipment, documents and other property (**Our Materials**) at your premises in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation;
- 6.1.9 you ensure that all waste is accurately described and, where applicable, correctly classified (including hazardous waste), and you comply with all applicable waste, environmental and transport legislation relevant to the Services.

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (Your Default):

- 6.2.1 we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under clause 14 (Termination);
- 6.2.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- 6.2.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default, including without prejudice to any of our other rights and remedies;

6.2.4 In addition, if we attend the property stated in your order for the delivery of the Services and are unable to perform the Services (for example, where we are unable to gain access or, in our reasonable judgement, cannot provide the Services safely or without risk of damage to your property or our equipment), a charge of up to £125.00 + VAT may be applied to reflect the costs incurred by us for the wasted journey. This charge will also apply where the container is overloaded or not filled in a safe and level manner, preventing safe collection or removal.

7. Services in UK Only

7.1 Our Site is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from or provide the Services to addresses outside the UK

8. Charges

- 8.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 8.
- 8.2 The Charges are the prices quoted on our Site at the time you submit your order.
- 8.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 8.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 8.7 for what happens if we discover an error in the price of the Services you ordered.
- 8.5 Our Charges may change from time to time, but changes will not affect orders you have already placed.
- 8.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 8.7 It is always possible that, despite our reasonable efforts, some of the Services on our Site may be incorrectly priced. Where the correct price for the Services is less than the price stated on our Site, we will charge the lower amount and if the correct price for the Services is higher than the price stated on our Site, we will contact you [in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

9. How to Pay

- 9.1 If you have an existing account with us (you are an **Account Customer**), payment will be taken in accordance with the terms of your account.
- 9.2 If you are not an Account Customer:
- 9.2.1 payment for the Services must be made in advance and is due on acceptance of your order. We will take your payment upon acceptance of your order;
 - 9.2.2 you can pay for the Services using a debit card or credit card. We accept Visa, Mastercard, and American Express;
 - 9.2.3 for any failed or cancelled payments, a £20 plus VAT administration fee will be levied;
 - 9.2.4 if you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 14 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 9.2.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
 - 9.2.5 all amounts due under the Contract must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Complaints

- 10.1 If a problem arises or you are dissatisfied with the Services, please contact us by writing to us at contactus@wasteonline.uk or at River Torne House, 323 Bawtry Road, Bessacarr, Doncaster, South Yorkshire, DN4 7PB, or by telephoning our customer service team at 0845 176 0020.

11. How We May Use Your Personal Information

11.1 We will use any personal information you provide to us to:

- 11.1.1 provide the Services; which includes sharing your data with approved subcontractors, waste carriers, and disposal facilities for the purposes of delivering the Services and complying with legal obligations
- 11.1.2 process your payment for the Services; and
- 11.1.3 inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

11.2 Further details of how we will process personal information are set out in our Privacy Policy.

12. Limitation of Liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- 12.1.1 death or personal injury caused by negligence;
- 12.1.2 fraud or fraudulent misrepresentation; and
- 12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- 12.2.1 loss of profits;
- 12.2.2 loss of sales or business;
- 12.2.3 loss of agreements or contracts;
- 12.2.4 loss of anticipated savings;
- 12.2.5 loss of use or corruption of software, data or information;
- 12.2.6 loss of or damage to goodwill; and
- 12.2.7 any indirect or consequential loss.

12.3 Subject to clause 12.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any damage to your property, save where such damage is caused by our negligence.

12.4 Subject to clause 12.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to £2,000.

12.5 We have given commitments as to compliance of the Services with the relevant specification in clause 5.1. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.6 This clause 12 will survive termination of the Contract.

13. Confidentiality

13.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.

13.2 We each may disclose the other's confidential information:

- 13.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 13; and
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

14. Termination

14.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- 14.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
- 14.1.2 you fail to pay any amount due under the Contract on the due date for payment;
- 14.1.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- 14.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

14.2 Without limiting any of our other rights, we may terminate the Contract at any time provided we give you at least seven days' notice in writing. If we exercise our right to terminate the Contract under this clause, we will refund any sums you have paid in advance for Services which will not be provided.

14.3 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

14.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

15. Events Outside Our Control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).

15.2 For the purposes of this clause, if we have to deal with technical problems or make an update to the Services to reflect changes in relevant laws and regulatory requirements, these shall constitute an Event Outside Our Control.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- 15.3.1 we will contact you as soon as reasonably possible to notify you; and
- 15.3.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange

a new date for performance of the Services with you after the Event Outside Our Control is over.

15.4 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 48 hours. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

16. Non-solicitation

16.1 You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

17. Communications Between Us

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

17.3 A notice or other communication is deemed to have been received:

- 17.3.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 17.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am] on the second working day after posting; or
- 17.3.3 if sent by email, at 9.00 am the next working day after transmission.

17.4 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, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

17.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

18. General

18.1 Assignment and transfer.

- 18.1.1 We may assign or transfer our rights and obligations under the Contract to another entity.
- 18.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority



decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

18.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

