



Head Office

Skip Lane, Harvil Road
Harefield, Middx UB9 6JT

T: 01895 270682

F: 01895 810329

E: info@uxbridgerecycling.com



Recycle Centre

Skip Lane, Harvil Road
Harefield, Middx UB9 6JT

T: 01895 257639

F: 01895 810329

E: info@uxbridgerecycling.com

Terms of Trading

1. Business customers and consumers

- 1.1. Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such:
- 1.2. All other terms apply to all customers
- 1.3. You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.
- 1.4. If you are not a business customer you are a consumer. You have certain statutory rights as a consumer which are not affected by these terms. Contact your local Trading Standards Office for more information. Words in italic type are legal words which clarify rather than alter the meaning of the relevant clause.

2. Payment terms

- 2.1. You are to pay us in cash or in cleared funds on delivery, unless you have an approved credit account.
- 2.2. Business customers; if you have an approved credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.
- 2.3. If you fail to pay us in full on the due date we may:
 - 2.3.1. suspend or cancel future deliveries or collections;
 - 2.3.2. cancel any discount offered to you;
 - 2.3.3. charge you interest at the rate set under s.6 of the Late Payment Commercial Debts (Interest) Act 1998;
 - a. calculated (on a daily basis) from the date of the invoice until payment.
 - b. compounded on the first day of each month, and
 - c. before and after any judgement (unless a court orders otherwise).
 - 2.3.4. claim fixed sum compensation from you under s.5A of that Act to cover the credit control overhead costs; and
 - 2.3.5. recover (under clause 2.8) the cost of taking legal action to make you pay.
- 2.4. If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.
- 2.5. Business Customers; you do not have the right to set off any money you may claim from us against anything you may owe us.
- 2.6. Consumers; you may only set off money you claim from us against money you owe us with our written agreement and on such terms as we may state.
- 2.7. While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien).
- 2.8. You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.
- 2.9. Consumers; clause 2.8 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

3. Title

- 3.1. Consumers; your statutory rights are unaffected.
- 3.2. Business customers; until you pay all debts you may owe us:
 - 3.2.1. all good supplied by us remain our property;
 - 3.2.2. you must store them so that they are clearly identifiable as our property;
 - 3.2.3. you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
 - 3.2.4. you may use those goods and sell them in the ordinary course of your business, but not if;
 - a. we revoke your right (by informing you in writing), or
- b. you become insolvent
- 3.3. Business customers; you must inform us (in writing) immediately if you become insolvent.
- 3.4. Business customers; if your right to use and sell the goods ends you must allow us to remove the goods.
- 3.5. Business customers; we have your permission to enter any premises where the goods may be stored:
 - 3.5.1. at any time, to inspect them, and
 - 3.5.2. after your right to use and sell them has ended, to remove them, using reasonable force if necessary.
- 3.6. Despite our intention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
- 3.7. You are not our agent. You have no authority to make any contract on our behalf or in our name.

4. Warranties

- 4.1. We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or supply of goods or their use, even if we are negligent.
- 4.2. Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to ten million pounds.
- 4.3. For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
- 4.4. Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

5. General

- 5.1. English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
- 5.2. If you are more than one person, each of you has joint and several obligations under these terms.
- 5.3. If any of these terms are unenforceable as drafted:
 - 5.3.1. it will not affect the enforceability of any other of these terms, and
 - 5.3.2. if it would be enforceable if amended, it will be treated as so amended.
- 5.4. We may treat you as insolvent if;
 - 5.4.1. you are unable to pay your debts as they fall due, or
 - 5.4.2. you (or any item of your property) become subject of
 - a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
 - b. any application or proposal for any formal insolvency procedure, or
 - c. any application, procedure or proposal overseas with similar effect or purpose.
- 5.5. Business customers; All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
- 5.6. Business customers; Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices should be signed.
- 5.7. No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
- 5.8. The only statements upon which you may rely in making the contract with us are those made in writing by someone who is our authorised representative and either;
 - 5.8.1. contained in our estimate (or any covering letter) and not withdrawn before the contract is made or,
 - 5.8.2. which expressly state that you may rely on them when entering into the contract.
- 5.9. Nothing in these terms affects or limits our liability for fraudulent misinterpretation.
6. This Quotation is an offer which is subject to withdrawal on notice and to the materials being available when required and which is open to acceptance within 60 days after the date upon which it is made.
7. Any samples of the materials submitted to the customer are intended to indicate only the substance and the general character of the materials and we will not be liable if the colour, grading or the particle shape of the bulk of the materials fails to correspond with any such samples.
8. In this Quotation and in any contract between us and the customer any statements made by us as to the time or the date of delivery of materials or of the collection of waste are to be treated as approximate estimates based on the current trading conditions.
9. We do not undertake to deliver or collect any load over roads or any ground which we consider to be unsuitable. If a vehicle used by us delivers materials to or (as the case may be) collects waste from a place situated off a public road the customer will be liable for any accident and any damage which may result.
10. The customer shall ensure that each vehicle used by us to deliver materials or to collect waste will be unloaded or (as the case may be) loaded with all reasonable despatch, and if it is detained for longer than ten minutes for each such operation we reserve the right to make a reasonable extra charge.
11. If the customer wished to claim that there is any shortage on delivery in respect of any materials or that any materials have been damaged in transit or are defective or otherwise do not accord with this contract, he

shall, within forty eight hours after their delivery give written notice to us and (in the case of any such shortage or damage) to any carrier by whom the materials were delivered. If the customer fails to give such notice, the quantity of the materials shall be deemed to have been delivered in accordance with the contract in all respects. If the customer permits the unloading of the whole or any part of a load he shall be deemed to have accepted delivery.

12. Although we make every reasonable effort to supply good quality materials of the type specified in this Quotation or in any contract, if any materials supplied by us are shown in any way to be defective our liability shall be limited to the cost of their replacement and in no circumstances will we be liable for any other loss or damage, direct or indirect caused by or arising out of the failure of any of the materials to accord with the type or quality of materials ordered or by reason of any other matter whatsoever.
13. Unless otherwise expressly agreed in writing our prices for the supply of materials and for the collection of waste are based on our costs (including the cost of conforming to obligations imposed by Statute or Government Order) at the date when such prices were quoted or otherwise agreed and we reserve the right to make a proportionate increase in our prices if there should be an increase in such costs.
14. Unless otherwise expressly agreed in writing our prices only cover delivery and collections on our normal working days and during our normal working hours. We reserve the right to make a reasonable extra charge.
15. Unless otherwise expressly agreed our prices for materials only cover their supply from the normal run of production. Where the customer requires some different or special grading a reasonable extra charge will be made to cover any additional cost. A reasonable extra charge will also be made if, at the request of the customer we deliver materials in quantities of less than a full vehicle load or we effect discharge of a load in any manner other than by immediate and continuous tipping at one point of discharge.
16. We will not be liable for any other breach of contract to any extent to which the same might be caused or might arise out of any matter beyond our control, including Act of God, force majeure, adverse weather conditions, war or hostilities, legislation, Government Order or direction, strike, lock-out, labour disturbance, civil commotion, fire, accident, breakdown of machinery or lack complete deliveries or collections under such contract by any particular time (but without prejudice to our right to recover payment for any materials already delivered or for any waste already collected).
17. Where the Quotation includes terms relating to the collection of waste the customer warrants that such materials are inert and non-toxic, and will not contaminate water supplies or atmosphere in the region of which they are tipped.

18. Lost, Stolen, Damaged or Unclean hired goods.

- a. You are responsible for looking after the goods and returning them in good working order.
- b. You must pay us our reasonable costs of any repairing or cleaning or even replacement if required, should these be returned damaged or unclean.

19. Your responsibility when hiring goods

- a. You must unload and load the goods at the address specified by you. You must also load and unload the goods at our premises when you or your agent collect or return the goods. If we supply any person to help you, you must give him or her clear instructions where necessary.
- b. You become responsible for the good s when you, or your agent, receive them. If the goods are delivered to you, this will be when your responsibility starts. Your responsibilities include protecting the goods and keeping them safe from the weather, theft, vandalism or improper use. At the end of the hire period you must return the goods unless you have made arrangements for us to collect them. Your responsibility does not end until the goods have been returned r collected and we are able to give you a receipt for them. You must not sell or in any way give up control of the goods.
- c. You will be responsible for any death, injury, loss or damage caused by the goods being misused whilst they are hired to you.

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Uxbridge Skip Hire Limited

Registered Office: Skip Lane, Harvil Road, Harefield, Middx UB9 6JT • Vat Registration No: GB849 7675 55



Company Registered No: 2522771

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