Delivery Information

Delivery Instructions: site access is through a locked coded gate on the roadside obvious and immediately visible next to main door of building please proceed doen short fligh of steps and continue straigh on to access small yard at rear. bin store is obvious, unlocke and rhe only item in the small yard. it cannot be missed.

Do you have a what3words for container(s) delivery location: fever.buddy.fines

Are there any days or times we cannot attempt delivery: after 9pm or before 7am or on sundays

Site Report / Instructions

How far approximately is the container(s) from a public/access road which can be accessed by a vehicle 2.5 metres wide?

15m

Has the operative any steep gradients, loose surfaces, steps, or dangerous surfaces to encounter when moving or emptying the bin(s) to the vehicle? No ☐ Yes ☑

Details: only a short flight of steps (half a storey) dry and undercover, lit it is a bag collection

Do you have a what3words for the container(s) collection location: fever.buddy fines

Is the container(s) sited on a street different to the above address? No ☐ Yes ☐

Street Name: Firth Street

Directions: what3 words location accesed teough gated stepped path between and through building building is at corner of firth st and kingsbridge road

Any parking instructions for our operator(s): driver will need to halt on main road at kerb side and put hazards on will be able to stop immediately adjacent to access. ate is 3m from kerb, visible

Can we have 24 hours access to the container(s)? No ☑ Yes ☐

Can we arrange to collect a key/be given an entry code or extend these hours if required? No ☐ Yes ☑

Site Report / Instructions

If you cannot provide 24 hours access, please fill out the below access times to the container(s)
(We will aim to adhere to you access times provided. Please be aware this is not guaranteed. If we cannot facilitate the times provided, we will contact you to discuss alternative arrangements)

7 ..... am to 9 ..... pm

Do we need a gate/entry code to access the site? No ☐ Yes ☑ If yes please provide code to follow .....

Will "out of hours" calls upset the neighbours? No ☐ Yes ☑

Comments: no, but late access to the residential building is likely to cause concern to residents of this building. please can collections be constrained to negotiated housrs

.....

Can we have access to the container(s) every day? No ☑ Yes ☑

If no, please tick all days that are applicable:

Monday ☑

Tuesday ☑

Wednesday ☑

Thursday ☑

Friday ☑

Saturday ☑

Sunday ☐

Any further information?: ww would prefer thatsunday is not a collection day. if comercially advantageous fo us please suggest and then negotiate

.....

Do you require a lockable container (240 Litre and 360 Litre bins are not lockable)? No ☑ Yes ☐
(Please note all clinical wheelie bins come lockable as standard)

Any other helpful instructions?

no bins, bags will be in latched but not locked shed/store

.....

no

.....

Signature (Customer): Nik Gill
Nik Gill (Jun 30, 2026 09:58:56 GMT+1) .....

Name: Nik Gill .....

Many thanks for your help. We are happy to arrange a visit to your site before delivering the container: however this may delay in supplying our services. Please contact us on 01904 207 120 should you wish a representative to visit your premises.

BUSINESS WASTE LTD'S TERMS AND CONDITIONS OF SUPPLY

1. INTERPRETATION

1.1 Business Days: a day other than a Saturday or Sunday or public bank holiday in England.
1.2 **Business Waste**: Business Waste Ltd, registered in England and Wales with company number 09144664.
1.3 **Charges**: the charges payable by the Customer for the Services in accordance with clause 5 below.
1.4 **Collection Site**: the collection site or sites specified in the Services Agreement.
1.5 **Commencement Date**: the agreement commencement date specified in the Services Agreement.
1.6 **Contract**: the contract between the Customer and Business Waste in accordance with these terms and conditions and the terms in the Services Agreement.
1.7 **Contract Year**: a year commencing on the Commencement Date or any anniversary of it.
1.8 **Customer**: the person or firm who purchases Services from Business Waste.
1.9 **Equipment**: the waste disposal equipment hired out to the Customer by Business Waste, as specified in the Services Agreement.
1.10 **Relevant Legislation**: any law, regulation or code (including the requirements of any public or competent authority, and guidelines contained in government waste management papers) applicable to any aspect of the Contract.
1.11 **Services**: the services supplied, or to be supplied, by the Supplier to the Customer, as set out in the Services Agreement.
1.12 **Services Agreement**: the document containing the main terms of the Contract and a description of the Services, as found overleaf, or, in the case of an online order, as emailed to the Customer with the order acknowledgment.
1.13 **Site Report**: the site report issued by Business Waste and attached to the Services Agreement (if any).
1.14 **Transfer Note**: the current controlled waste transfer note completed by the parties pursuant to the provisions of the Environment Protection Act 1990, which relates to the Waste covered by this Contract.
1.15 **Waste**: the waste, particulars of which are set out in the Services Agreement and/or in any Transfer Note.
1.16 **Working Day**: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
1.17 A reference to a statute or statutory provision includes a reference to it as amended or re-enacted, and to any subordinate legislation made under that statute or statutory provision.
1.18 Any words following **including, include, in particular, for example** and the like shall be construed as illustrative.
1.19 A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 The order constitutes an offer by the Customer to purchase Services in accordance with these terms and conditions of supply, and is accepted when Business Waste signs overleaf or, in the case of an online order, emails the Customer an order acknowledgment.
2.2 These terms and conditions of supply apply to all agreements for the supply of services by Business Waste, to the exclusion of all other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.3 No additions or modifications to the Contract shall be binding upon Business Waste unless specifically agreed in writing, and signed by Business Waste.

3. SUPPLY OF SERVICES; EQUIPMENT HIRE

3.1 Business Waste shall supply the Services to the Customer in all material respects in accordance with the description of the Services set out in the Services Agreement.
3.2 Business Waste reserves the right to amend the Services if necessary to comply with Relevant Legislation.
3.3 Business Waste warrants to the Customer that the Services will be provided using reasonable care and skill.
3.4 Business Waste shall hire the Equipment to the Customer for use at the Collection Site, for the Contract.
3.5 The Customer agrees that the Equipment is suitable to contain and transport the Waste in the quantities specified. Business Waste relies on the Customer's advice as to the quantity and weight of Waste involved in the provision of the Services. The Customer warrants that the information it provides is accurate and complete.

4. DURATION

4.1 The Contract shall commence on the Commencement Date, and is a rolling yearly contract.
4.2 The initial term of the Contract shall be 12 months, unless otherwise stated in the Services Agreement.
4.3 The Contract will be automatically renewed on each anniversary of the Commencement Date for further rolling terms of 12 months each, unless this agreement is terminated under clause 17.

5. CHARGE AND PAYMENT TERMS

5.1 The Charges, and invoice frequency, are shown in the Services Agreement.
5.2 The Charges are exclusive of VAT, which the Customer shall pay on receipt of a valid VAT invoice issued by Business Waste.
5.3 All payments for the Service (and VAT) shall be due within 14 days of the date of the invoice unless otherwise stated. Time for payment shall be of the essence of the Contract.
5.4 All payments by the Customer shall be made in full without any set-off or counter-claim whatever.
5.5 Without prejudice to Business Waste's other rights, if the Customer is late in paying any sum due under the Contract, Business Waste may:
(a) charge interest on the overdue sum from the due date until payment (even before any court judgment) at 8% a year above Barclays Bank plc's base rate;
(b) charge a late payment fee of £12.00; and/or
(c) suspend the Services until the overdue amount is paid.
5.6 The Customer agrees that Business Waste's records will be proof of the Service provided.
5.7 Business Waste may increase the Charges on giving the Customer one month's written notice, at any time, to reflect increases in its costs.
5.8 Where the Charge per Lift is based on a Maximum Weight, Business Waste may revise the Maximum Weight (and proportionally the Charge per Lift) at any time, if it reasonably believes that the actual average weight per collection is greater than the Maximum Weight.
5.9 If any other Services, not mentioned overleaf, are requested by the Customer, Business Waste may charge for them at a fee to be agreed in advance.

6. RECYCLATES

6.1 Business Waste will pay the Customer for agreed raw materials collected from the Collection Site which are sent to, and processed in, a waste recycling plant (**"Recyclate(s)"**), the payment being based on the current market rate for the type of Recyclate. Business Waste reserves the right to cease all payments for Recyclates with immediate effect should the current market rate of the Recyclate alter substantially. No payment shall be due if the load is contaminated and subsequently rejected by the recycling plant.

7. DELIVERY

7.1 Business Waste shall deliver the Equipment to the Collection Site on the Commencement Date or as soon as reasonably practicable after it.
7.2 The Customer shall provide suitable access to the Collection Site, a suitable area for siting the Equipment and an area or facility for turning the vehicle around.
7.3 The driver may, in his absolute discretion, refuse delivery if he believes that access to the Collection Site, or turning facilities, are unsafe or likely to cause damage to the vehicle, or if there is any reason to believe the proposed area for siting the Equipment is unsuitable.
7.4 The Customer shall be responsible for the health and safety of persons (including the employees, agents and subcontractors of Business Waste) whilst they are on or about the Collection Site.

8. PERFORMANCE DATES

8.1 Business Waste will use reasonable endeavours to meet any dates for performance set out overleaf, but dates and times given are estimates only.
8.2 In particular, Business Waste shall have no liability for any delay or default in the provision of the Service caused by any event outside its reasonable control (including breakdown or unavailability of Equipment or vehicles, and inability to obtain labour). If such an event should last for more than four weeks the Customer shall be entitled to terminate the Contract.

9. CHANGE IN CUSTOMER REQUIREMENTS

9.1 If the Customer's requirements change, the parties may agree to change the Contract, as per clause 9.3.
9.2 For example, if the Customer relocates premises and the Service to the Collection Site is no longer required, Business Waste shall, subject to a satisfactory Site Report on the new premises, and clause 9.3below, endeavour to provide the Service to the new premises.
9.3 Business Waste shall confirm the changes (including any changes to the Charges) in writing, and both parties shall execute such replacement Transfer Notes as may be necessary.

10. THE EQUIPMENT - TITLE, RISK AND INSURANCE

10.1 Subject to clause 11, risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer at the time when the Equipment first arrives at the Collection Site (except where the loss or damage arises from the negligence or wilful default of Business Waste). The Equipment shall remain at the sole risk of the Customer for the entire Contract term. During this period, the Customer shall insure the Equipment to its full replacement value.
10.2 The Equipment shall at all times remain the property of Business Waste.
10.3 The Customer will comply with all Relevant Legislation, including that which applies to the Equipment.
10.4 The Customer shall keep the Equipment in the condition it was in on the Commencement Date, fair wear and tear excepted.
10.5 In particular, the Customer shall not:
(a) overload or overfill the Equipment so that it exceeds the Maximum Weight;
(b) set fire to its contents;
(c) interfere with its mechanisms;
(d) add, or attach, any sign or writing to it; or
(e) remove, deface or conceal any name plate or mark indicating that the Equipment is the property of Business Waste (or its subcontractor or agent).
10.6 The Customer shall keep Business Waste fully informed of all material matters relating to the Equipment.

11. BIN REPLACEMENT SCHEME

11.1 If the Services include the Bin Replacement Scheme then the Customer shall have the benefit of insurance cover operated and managed on behalf of Business Waste by Raw Material Cover Ltd.
11.2 Raw Material Cover Ltd is authorised and regulated by the Financial Conduct Authority with reference number 937935. Business Waste is not an insurance provider or insurance intermediatory and is not regulated by the Financial Conduct Authority.
11.3 Any questions relating to the insurance cover in place and operated and managed by Raw Material Cover Ltd can be made by email to customers@businesswaste.co.uk or by writing to either Business Waste or Raw Material Cover Ltd (Falcon Point, Park Plaza, Cannock, WS122DE).
11.4 Under the Bin Replacement Scheme, Business Waste shall replace or repair (at Business Waste's absolute discretion) any Equipment that is lost, stolen, damaged or destroyed without further cost to the Customer.
11.5 A claim under the Bin Replacement Scheme (**a Claim**) must be made by email to customers@businesswaste.co.uk (or such other email address as Business Waste may notify to the Customer in writing from time to time) within 24 hours of the loss, theft, damage or destruction of the Equipment being identified by the Customer or such time as the Customer ought reasonably to have identified such loss, theft, damage or destruction.
11.6 A Claim must include:
(a) Customer Name
(b) Collection Site
(c) Date of Incident
(d) Incident Type (loss, theft, a description of the damage, or destruction)
(e) Details of the relevant Equipment (type and size)
(f) Relevant waste stream
11.7 A Claim that does not comply with clauses 11.5 and 11.6 shall not be valid and shall not be covered by the Bin Replacement Scheme meaning that the Customer shall remain liable pursuant to clause 10.
11.8 Within two Business Days of receipt of a Claim Business Waste shall request of the Customer such evidence as it shall reasonably require to verify the loss, theft, damage or destruction of the Equipment and the Customer shall provide all reasonable assistance to Business Waste.
11.9 Such verification may include, without limitation, requesting: CCTV footage; photographs of the Collection Site and Equipment; to obtain statements from the Customer's relevant personnel; or copies of any relevant police report or crime number.
11.10 Once a Claim has been verified in accordance with clause 11.8 Business Waste shall use all reasonable endeavours to repair the Equipment or provide replacement Equipment within 10 Business Days (time not being of the essence).
11.11 Notwithstanding any other provision in clause 17 the Customer shall be entitled to terminate the Bin Replacement Scheme by providing not less than 30 days' written notice.
11.12 On termination of the Bin Replacement Scheme the Customer shall not be entitled to make any further Claims irrespective of whether the event or incident occurred before termination.
11.13 Termination of the Bin Replacement Scheme will not impact on the repair or replacement of any Equipment relating to a Claim made before termination.

12. LIMITATION OF BUSINESS WASTE'S LIABILITY

These clauses limit the liability of Business Waste (including liability in negligence and other such torts). The Customer should read these provisions carefully, and check that it is covered by its own insurance where appropriate.

12.1 The Equipment shall be deemed to be in good working order and condition and fit for the Customer's purpose (save for defects not discoverable by a reasonable examination) unless the Customer has formally notified Business Waste of a defect within three Working Days of delivery of the Equipment.
12.2 Nothing in the Contract limits liability which cannot legally be limited (for example, liability for death or personal injury caused by negligence, and liability for fraud).
12.3 Any conditions, warranties or other terms which might be implied into the Contract by law are excluded from the Contract to the fullest extent possible.
12.4 Subject to clause 12.2, Business Waste shall not be liable under the Contract for any:
(a) indirect or consequential loss or damage,
(b) loss of profit;
(c) loss of revenue, production or business; or
(d) damage to reputation.
12.5 Subject to clause 12.2, Business Waste's total liability to the Customer shall not exceed the total Charges payable in the Contract Year in which the breaches or liabilities occurred.

13. ACCESS

13.1 The Customer shall at all times allow Business Waste access to the Equipment to empty or replace it, and on the termination of the Contract to remove it from the Collection Site.

14. WASTE

14.1 The Waste deposited in the Equipment shall become the property of Business Waste from the time when Business Waste empties or replaces the Equipment (except the Waste referred to in clause 14.5).
14.2 The Customer and Business Waste shall each sign a new Transfer Note:
(a) when there is a change in any of the details set out overleaf, or on any Transfer Note; and/or
(b) before the expiration of 12 months from the Commencement Date or any current Transfer Note.
14.3 The Customer warrants that the details relating to the Waste (including, for the avoidance of any doubt, those relating to weight and compatibility) contained overleaf, or in any Transfer Note, are and will be true and complete. Business Waste relies on these details in the provision of the Services. Business Waste shall be entitled to take samples of the material placed in the Equipment to satisfy itself that the description is accurate prior to the collection and the disposal. Such right shall under no circumstances relieve the Customer of its obligations to describe the Waste accurately.
14.4 The Customer shall not place, or allow to be placed, in the Equipment any material other than Waste as described overleaf or in the Transfer Note.
14.5 Business Waste will, in particular, be entitled to refuse to deal with any material:
(a) which it has reason to believe is toxic, poisonous, explosive, inflammable, or otherwise dangerous;
(b) the handling of which may cause Business Waste to incur civil or criminal liability;
(c) which it has reason to believe is or may be hazardous waste (as defined in the Hazardous Waste (England and Wales) Regulations 2005); or
(d) the disposal of which might involve Business Waste any additional expense or any unreasonable amount of extra work.

15. LIABILITIES OF THE CUSTOMER

15.1 The Customer agrees to indemnify (hold harmless) Business Waste for all liabilities, costs, expenses, damages and losses (including indirect losses, loss of profit, loss of reputation and all interest, penalties, and legal, or other professional, costs and expenses) suffered or incurred by Business Waste (or its subcontractors, agents and employees) arising out of, or in connection with,
(a) the Waste;
(b) any act or omission on the part of the Customer, its agents or employees.
15.2 If the Customer requires that the Equipment be placed in a position which requires a delivery vehicle to leave the public highway, the Customer shall:
(a) indemnify Business Waste against any loss or damage they may thereby incur, whether as a result of damage to the vehicle, the Equipment, the property of the Customer, or the property of a third party, including damage to the road margin or pavements; and
(b) maintain insurance cover in respect of this indemnity, and shall at the request of Business Waste provide a copy of the insurance policy as proof of maintaining such cover.
15.3 The Customer is liable for all loss or damage to the Equipment, other than fair wear and tear.

16. CREDIT CHECKS

Business Waste may require a credit application from the Customer, and, in processing the credit application, may make enquiries of credit reference agencies, or other sources, who may keep a record of Business Waste's enquiry. The Customer consents to this, and authorises Business Waste to use information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing.

17. TERMINATION

17.1 At the end of any Contract Year, either party may terminate the Contract on two months' notice, given to the other party in writing at least two months prior to the end of the Contract Year.
17.2 Either party may terminate the Contract with immediate effect by giving written notice to the other party if:
(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 21 days of that party being notified in writing to do so;
(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of it business; or
(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
17.3 Business Waste may opt to suspend the Services, rather than terminate the Contract, if it is entitled to terminate under clause 17.2.
17.4 If Business Waste terminates the Contract under clause 17.2, the Customer shall pay the Charges accrued prior to the termination date, **and in addition shall pay, as liquidated damages, 41% of the Charges which would have become payable** for the period from the date of such termination to the earliest date on which this agreement could validly be terminated by notice given in accordance with clause 17.1.

18. SUBCONTRACTING & ASSIGNMENT

18.1 Business Waste may subcontract any or all of its obligations under the Contract to any subcontractor which, in its reasonable opinion, is a suitable replacement for Business Waste. References to Business Waste in this Contract should be read as references to its subcontractors, as well as its agents, as appropriate.
18.2 Business Waste may assign (transfer to another entity) any or all of its rights and obligations under the Contract.
18.3 The Customer may not assign (transfer to another entity) its rights or obligations under the Contract without Business Waste's written consent.

19. GENERAL

19.1 The Contract is the entire agreement between the parties relating to its subject matter. It extinguishes all previous agreements, assurances, representations, understandings etc. between them relating to its subject matter. Neither party relies on any such statements etc. that are not set out in the Contract.
19.2 Clauses 12, 15 and 17, in particular, shall remain in force after termination of the Contract.
19.3 Termination of the Contract shall not affect any rights or remedies of either party arising before termination
19.4 If any clause in the Contract is held invalid (for example one limiting liability), it shall, to the minimum extent necessary, be deemed altered to make it valid.
19.5 The Contract is governed by English law, and the English courts shall have exclusive jurisdiction.
19.6 No time or indulgence given, and no waiver of a right, shall prejudice a right (for example, mean that it has been fully waived).
19.7 If a notice is sent by first class post, it shall be deemed received two days later.
19.8 Except as set out in the Contract, no third party shall have any rights under the Contract under the Contracts (Rights of Third Parties) Act 1999.

Signature: Nik Gill
Nik Gill (Jun 30, 2026 09:58:56 GMT+1)

Email: nik@carbonltd.co.uk

Title: project manager

Signature: Connor Hitchings
Connor Hitchings (Jun 30, 2026 10:09:56 GMT+1)

Email: connor.hitchings@businesswaste.co.uk

Title: Sales Executive