

## **CROC WASTE LIMITED TERMS AND CONDITIONS**

### **1. ABOUT CROC WASTE LTD**

- 1.1 We are Croc Waste Ltd, a company registered in England under company number 9283643 and with our registered office at Town Court Farm, Bayham Road, Tunbridge Wells, Kent, TN2 5HU. Our VAT number is 200 5577 43.

### **2. SUPPLY OF SERVICES**

- 2.1 These Terms and any quotation set out the whole agreement between The Customer and Croc Waste Ltd for the supply of our rubbish collection services, to the exclusion of all other terms and conditions.
- 2.2 Where we are able to provide a quote for our services without first needing to inspect the location where our services are to be provided then a contract shall be created between Croc Waste Ltd on The Customer's acceptance of our quote, whether by telephone or email or otherwise. We reserve the right to vary our quoted price if at the time of collection the information The Customer provided to Croc Waste Ltd at the time of quotation was incomplete or inaccurate.
- 2.3 Where Croc Waste Ltd need to visit the location where our services are required in order to provide a quote there shall be no contract between Croc Waste Ltd and The Customer until we have inspected the location to provide a quotation. Any prior price indication shall be an estimate only, and not binding on Croc Waste Ltd. A quotation from Croc Waste Ltd shall be valid for a period of 30 calendar days from its date of issue, unless we notify The Customer in writing that we have withdrawn it during this period.
- 2.4 Croc Waste Ltd allocate a set amount of time for clearing rubbish at the premises specified as follows: in respect of a ¼ lorry load up to 15 minutes; in respect of a ½ lorry load up to 35 minutes; and in respect of a full lorry load up to 70 minutes. Each lorry load is based on a 14 cubic yard storage lorry. Where it takes Croc Waste Ltd longer than the allocated time for the allocated amount of storage space on a lorry we reserve the right to charge The Customer an additional loading time fee at the rate of £20 per 15 minutes.
- 2.5 Unless Croc Waste Ltd is prevented from doing so by a Force Majeure Event, we will provide services with reasonable care and skill.
- 2.6 Whilst Croc Waste Ltd will always try to ensure that any service is provided at the time and date of booking, this is not guaranteed. Where we are not able to provide service on the booked day, an alternative date and time will be offered.
- 2.7 The Customer shall provide to Croc Waste Ltd, our employees, agents and subcontractors, with free and safe access to the premises where the rubbish is to be removed. The Customer shall also notify Croc Waste Ltd of any special circumstances which may be relevant to our quotation, including but not limited to; if the rubbish is difficult to get to, if any items are large or heavy, or if there is likely to be a dispute as to whether the rubbish can be cleared, or if we are unable to park free of charge outside the premises where the rubbish is to be collected from. If The Customer does not do so, or provides Croc Waste Ltd with incomplete or inaccurate information or instructions, we may cancel a collection, either on attendance at site or by giving The Customer notice, or we may make an additional charge of a reasonable sum to cover any extra work or costs that are required.
- 2.8 The Customer confirms that they have the full authority for Croc Waste Ltd to collect and dispose of the rubbish. The Customer shall indemnify Croc Waste Ltd from and against any cost or expense we suffer or incur from any third party as a result of The Customer not having the authority for Croc Waste Ltd to clear the rubbish.
- 2.9 In accordance with our health and safety policy, Croc Waste Ltd reserves the right to stop work immediately if we consider in our sole opinion that there is a heightened safety risk to any person. This may include, but is not limited to unsafe structures or working environment, the presence of hazardous waste or dangerous substances including asbestos, and materials or items that are not safely manageable by a two person team. In the event of a termination of work for health and safety reasons, we reserve the right to charge for removal and disposal of any waste already removed from the same site.
- 2.10 Should hazardous or difficult waste be discovered in the load collected Croc Waste Ltd reserve the right to return the waste or charge the customer for the authorised disposal of such waste.
- 2.11 Any sharp or dangerous objects e.g. knives and broken glass should be separately stored in an appropriate container by The Customer before we arrive for the collection. Under no circumstances should sharp objects be stored in bags. This requirement is for the safety of our staff.

### **3. PAYMENT**

- 3.1 Payment must be made at the time of collection unless the work is being carried out on behalf of an account holder, or a prior agreement has been made.
- 3.2 The charge is exclusive of VAT and the customer shall pay the sums due in respect of VAT in accordance with the invoice. Croc Waste Ltd will ensure that each invoice for the service contains adequate details of VAT.
- 3.3 In the event payment is not made, any waste collected may be returned to the producer.
- 3.4 Payments not made within 14 days of the collection date, or on the due date for account holders, will incur a late payment fee of £25 for each invoice that remains unpaid, and we will charge interest on any unpaid balance at the rate of 4% per annum above the base lending rate for the time being of Barclays Bank plc. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer must pay Croc Waste Ltd interest together with the overdue amount.
- 3.5 We do not assume ownership of any waste collected until payment for the collection has been made and a transfer note has been provided to The Customer.
- 3.6 Credit or Debit card details must be provided for collections where The Customer is not going to be present. Croc Waste Ltd will call The Customer by telephone and charge the agreed amount to the credit card upon commencement of the work.
- 3.7 We will require a 50% deposit prior to commencement of work for any collections that will require multiple truck loads.
- 3.8 The Customer shall pay all amounts due in full without any deduction or withholding except as required by law and The Customer shall not be entitled to assert any credit, set-off or counterclaim against Croc Waste Ltd in order to justify withholding payment of any such amount in whole or in part.
- 3.9 Where a credit account has been agreed and authorised by Croc Waste Ltd an invoice will be issued for the services provided. All payments for the services shall be due and payable within 30 days (unless agreed otherwise) of the date of the invoice. Any sums which are not paid by the due date shall thereafter attract interest on a daily basis as detailed in 3.4 above.

### **4. LIMITATION OF LIABILITY**

- 4.1 This clause does not exclude or limit in any way our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

- 4.2 Subject to clause 4.1 (a) under no circumstances whatever shall we be liable to The Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and (b) our total liability to The Customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of our services under the contract in question.

## **5. FORCE MAJEURE**

- 5.1 Croc Waste Ltd will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).
- 5.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private telecommunications networks.
- 5.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## **6. DAMAGE TO PROPERTY**

- 6.1 The Customer invites Croc Waste Ltd's
- 6.2 Vehicle (or any third party contractor vehicle authorised by Croc Waste Ltd) off the Highway at their own risk. Croc Waste Ltd cannot accept liability for any costs incurred through damage to the Customers driveway or any other property whilst collecting waste.
- 6.3 While Croc Waste Ltd will take reasonable care when removing waste, the nature of removing waste items from a site is such that we cannot guarantee that no marks or damage will occur to property such as walls, doors and flooring. The truck team should be notified before removal starts of any particularly heavy items and also of any floor coverings, walls or door that may be fragile.
- 6.4 The Customer should inspect the working area at the completion of the clearance and notify the truck team immediately of any damage before they have left the site. Any damage to buildings or property must be notified in writing to [info@crocwaste.co.uk](mailto:info@crocwaste.co.uk) with 7 days. We cannot accept liability for any damage not notified within this time.

## **7. TERMINATION AND NOTICES**

- 7.1 We may terminate the arrangement between Croc Waste Ltd at any time by providing The Customer with 48 hours' notice.
- 7.2 Termination will not affect either party's outstanding rights or duties, including our right to recover from The Customer any money The Customer may owe Croc Waste Ltd under these Terms.
- 7.3 All notices sent by The Customer to Croc Waste Ltd must be emailed to [info@crocwaste.co.uk](mailto:info@crocwaste.co.uk) or sent to Croc Waste Ltd at Town Court Farm, Tunbridge Wells, Kent. TN1 2LP. We may give notice to The Customer at either the e-mail or postal address The Customer provided to Croc Waste Ltd at the time of booking. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email, that the email was sent to the specified email address of the addressee

## **8. ASSIGNMENT**

- 8.1 The Customer may not transfer any of The Customer's rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect The Customer's rights under these Terms.

## **9. DATA PROTECTION**

- 9.1 We will only use the personal information The Customer provide to Croc Waste Ltd to provide the services, or to inform The Customer about similar services which we provide, unless The Customer informs Croc Waste Ltd that they do not want to receive this information. [We will not pass The Customer's data to third parties.]
- 9.2 The Customer acknowledges and agrees that we may pass their details to credit reference agencies only if The Customer request to set up credit terms with Croc Waste Ltd.

## **10. GENERAL**

- 10.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 10.2 If we fail, at any time while these Terms are in force, to insist that The Customer perform any of The Customer's obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that The Customer does not have to comply with those obligations. If we do waive a default by The Customer that will not mean that we will automatically waive any subsequent default by The Customer. No waiver by Croc Waste Ltd of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell The Customer so in writing.
- 10.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 10.4 These Terms shall be governed by English law and The Customer and Croc Waste Ltd both agree to the exclusive jurisdiction of the English courts.
- 10.5 Any advertising we issue and any descriptions contained in our catalogues or brochures are issued or published solely to provide The Customer with an approximate idea of the services they describe. They do not form part of the contract between The Customer and Croc Waste Ltd or any other contract between The Customer and Croc Waste Ltd for the supply of the services.
- 10.6 We have the right to revise and amend these Terms from time to time. The Customer will be subject to the policies and terms in force at the time that The Customer orders services from Croc Waste Ltd, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders The Customer has previously placed that we have not yet fulfilled.