

## AGREED TERMS

### 1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement.

**Agreement:** means these terms and conditions and the Service Agreement

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 7.00 am to 4.00 pm on any Business Day.

**Commencement Date:** the date that the Customer signs this Agreement.

**Customer:** the person or firm who purchases the Services from the Supplier.

**Services:** the services supplied by the Supplier to the Customer, as set out in Clause 3.

**Service Price:** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

**Supplier:** TOM WHITE WASTE LIMITED registered in England and Wales with company number 01201361 and with our registered office at Unit 13a Stonebrook Way, Longford, Coventry, United Kingdom, CV6 6LN

**VAT:** value added tax chargeable in the UK.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 A reference to **writing** or **written** includes e-mail

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2. Basis of Sale

2.1 The whole of the agreement between the Customer and the Supplier shall be set out in these terms and conditions.

2.2 We are able to provide a quote for our Services without first needing to inspect the location where our Services are to be provided.

2.3 We reserve the right to vary our quoted Service Price if at the time of collection, the information you provided to us at the time of quotation was incomplete or inaccurate and did not reflect the collection of the waste which were provided to Us when calculating the Service Price. We reserve the right to vary any quoted Service Price if, during the process of the collection, new information regarding the nature of the waste becomes apparent whether or not this could have been ascertained at the start of the process.

2.4 Any cost provided in advance of the collection will normally be an estimate only and should not be construed as offering any form of guarantee as to the final Service Price of the Services.

### **3. Provision of Services**

3.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide the Services with reasonable care and skill.

3.2 We will make every effort to provide the Services on removal dates provided but there may be delays due to circumstances beyond our control. In this case we will inform you to arrange a revised collection date as soon as reasonably possible.

3.3 Where We provide You with an estimated time of arrival this should not be construed as offering any form of guarantee as to the time upon which we will attend to perform the collection to provide the Services.

3.4 You shall notify us of any special circumstances which may be relevant to our quotation, including but not limited to, if any items are large or heavy, if the rubbish is secured, or if we are unable to park free of charge outside the premises where the rubbish is to be collected from. If you do not, or you provide us with incomplete or inaccurate information or instructions, we may cancel a collection at any time, either on attendance at site or by giving you notice, or we may make an additional charge of a reasonable sum to cover any extra work or costs that are required.

3.5 In the event that we attend the premises in your absence you undertake to provide us with the reliable means to contact you and payment of the Service Price will made prior to the collection taking place. Failure to do so may result in the collection failing in which circumstances the Supplier is not to be held liable for any loss or damage howsoever incurred.

3.6 You confirm that you have the full authority for Us to collect and dispose of the rubbish. You shall indemnify us from and against any cost or expense we suffer or incur from any third party as a result of your not having the authority for us to clear the rubbish including any containers.

3.7 Any sharp or dangerous objects e.g. knives and broken glass should be separately stored in an appropriate container by you 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.

3.8 We do not accept fridges, medical or biological waste, freezers, televisions, laptops, devices with screens, monitors, any appliance or devices with a battery including car batteries, gas bottles, fire extinguishers, food waste, liquids, animals, oil, petrol, paint or chemicals.

3.9 If we detect or suspect there may be any asbestos, syringes, drug paraphernalia or other hazardous or dangerous substances or materials on site we may at our sole discretion, immediately vacate the premises, and will not be responsible for further collection and disposal. In such circumstances you shall still be fully liable to pay for our attendance in full and for any waste already removed.

3.10 You confirm that the waste/goods to be collected comply with requirements inset out <https://www.tomwhitewaste.co.uk/wp-content/uploads/2022/07/Click-and-clear-disposal-guide.pdf> which can be updated from time to time and set out in Appendix 1.

3.11 You will ensure all waste/goods are place outside of the property of where the goods/waste is to be collected. The Supplier will not be entering the property to take away the waste/goods unless this has been agreed in writing by the Supplier with the Customer.

### **4. Payment Price**

4.1 All prices are subject to VAT.

4.2 Our primary pricing method is to charge for each collection by attendance fee and then by the cubic meter weighing cumulatively up to a fixed amount per cubic meter taken as an average over the whole collection. As

it is impossible to weigh waste in situ, the price quoted may be based solely on our visual estimate to be removed. The current maximum weight allowance is:

- 500kg per quarter load and each load is estimated to cost £170 inc. VAT "Quarter Load Cost"
- 1000kg per half load and each load is estimated to cost £299 inc. VAT "Half Load Cost"
- 1500kg per half load and each load is estimated to cost £399 inc. VAT "Three Quarter Load Cost"
- 2000kg per full load and each load is estimated to cost £490 inc. VAT "Full Load Cost"

These costs can be updated from time to time by the Supplier.

4.3 A fee of Fifty-Five pounds (£55) will be taken at the time of booking ("the Attendance Fee") and will be included in the quoted price. In consideration of this payment a vehicle will attend the site where the waste is located, however the payment does not guarantee that any work will be carried out. The Attendance Fee will be added to weight cost (either Quarter, Half or Full Cost) plus any additional costs incurred as per the clauses of this Agreement will form the Service Price which is to be paid by the Customer to the Supplier

4.4 Payment Procedure:

4.4.1 Customers can make payment online by going to <http://booking.tomwhitewaste.co.uk/> or over the phone by calling 024 7666 2525.

4.4.2 Payment will be taken through stripe then an email will be sent by the Supplier to the Customer which will provide an order confirmation and an email from stripe with their payment receipt. When booking on the phone, the Customer will receive an order confirmation from the Supplier and payment will be taken an invoice is generated and will be sent to the Customer. A confirmation order will be sent to the Customer upon booking completion, including confirmation of product, price and collection date.

4.4.3 Payment receipts are available upon request by the Customer after Services have been completed.

4.4.4 Customers need to submit photos and a written description of the waste either through the online form <http://booking.tomwhitewaste.co.uk/>, or by emailing [orders@tomwhitewaste.co.uk](mailto:orders@tomwhitewaste.co.uk).

4.4.5 Payment must be made in full at the point of booking either through an online payment or via phone except when a Customer has an account who will be invoiced.

4.4.6 Bookings are not confirmed until payment is made.

## 5. Cancellations and Charges

5.1 The £55 attendance will become non-refundable if the services are cancelled by the customer less than Twenty-Four (24) Hours the before the time of appointment. To cancel appointments the Customer must send an email to [orders@tomwhitewaste.co.uk](mailto:orders@tomwhitewaste.co.uk) or call 024 7666 2525.

5.2 50% of the total amount paid will become non-refundable for cancellations on the day or if waste is not available for collection.

5.3 If in the sole judgement of our vehicle team the weight of the collection exceeds the weight allowance per cubic meter published on our website, we reserve the right to charge for the whole collection by weight.

5.4 Projected time for the collection, and measurements of weight and volume are all assessed by our vehicle team at their absolute discretion at the start of the collection. We reserve the right to apply additional charges throughout the job and at its conclusion. Where the driver applies additional charges at their discretion, the Customer must contact Customer Services by phone 024 7666 2525 and pay the additional costs before Services are carried out. There is an additional fee of Six Pounds (£6) per tyre and Fifteen Pounds (£15) per mattress this will form part of the of the Service Price to be paid by the Customer to the Supplier as per clause 4.3.

## **6. Limitation of Liability**

- 6.1 The restrictions on liability in this clause 6 apply to every liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 6.2 Subject to clause 6.3, the Supplier's total liability to the Customer (including any liability for the acts or omissions of its employees, agents and subcontractors) shall be the amount of the total Service Price.
- 6.3 Nothing in this Agreement limits any liability which cannot legally be limited including but not limited to liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982
- 6.4 This Agreement sets forth the full extent of the Supplier's obligations and liabilities in respect of the Services provided to the Customer. In particular, there are no conditions, or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Supplier except as specifically stated in this Agreement. Any condition, or other term concerning the Services which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.
- 6.5 The Supplier will accept no liability for the implied legality of any service that we carry out. No opinion or purported advice offered by any Tom White Waste Limited employee or agent should be relied upon in the assessment of legal compliance. By carrying out any service as instructed by a customer we do not convey any warranty of legality of the service in any way. The customer should ensure that any instructions given to us are lawful and the customer agrees to indemnify the Supplier against any losses or liabilities arising from dispute of property or any other legal dispute.
- 6.6 Due to the nature of the Service we cannot guarantee that no damage to property will occur during the clearance process. The customer should inspect the working area once our clearance is complete and notify the team of any damage before the team have left the site. Any such damage must also be notified in writing to the Supplier within 7 days of completion of the site clearance. We will not accept liability for any damage that is not notified to us within this time.
- 6.7 Subject to clause 6.3, neither party shall be liable under this Agreement for any:
- (a) loss of profit;
  - (b) loss of revenue
  - (c) loss of business; or
  - (d) indirect or consequential loss or damage,
- in each case, however caused, even if foreseeable.

## **7. Termination**

- 7.1 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment.
- 7.2 The Supplier may terminate this Agreement for any reason upon one weeks written notice.

## **8. Force majeure**

- 8.1 The Supplier shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (Force Majeure Event).
- 8.2 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 and (e) a pandemic or Covid 19.

8.3 Our obligations under this Agreement 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

## **9. Entire Agreement**

9.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

## **10. Variation**

10.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **11. No partnership or agency**

11.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

11.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **12. Counterparts**

12.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

## **13. Third party rights**

13.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

## **14. Notices**

14.1 All notices sent by you to us must be sent to us at Tom White at Unit 13a Stonebrook Way, Longford, Coventry, United Kingdom, CV6 6LN and or email to [orders@tomwhitewaste.co.uk](mailto:orders@tomwhitewaste.co.uk). We may give notice to you at either the e-mail or postal address you provide to us 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 e-mail address of the addressee.

## **15. Data Protection**

15.1 We will only use the personal information you provide to us to provide the services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

15.2 You acknowledge and agree that we may pass your details to credit reference agencies.

15.3 You acknowledge that we may share your data with any party listed in our registration as a data controller in full compliance with all aspects of the data protection act.

## **16. Waiver**

16.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that

or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**17. Rights and remedies**

17.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**18. Assignment**

You may not transfer any of your 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 Agreement to another organisation, but this will not affect your rights under these Agreement.

**19. Governing law**

19.1 This 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.

**20. Jurisdiction**

20.1 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 this Agreement or its subject matter or formation.

**Appendix 1 – Acceptable items**



# CLICK AND CLEAR ACCEPTED ITEMS



**FILL ME FULL OF  
FURNITURE**



**WE CAN TAKE  
GARDEN  
WASTE**



**YES PLEASE TO  
APPLIANCES**  
WASHING MACHINES,  
DISH WASHERS,  
SMALL ELECTRICALS



**DROP IN YOUR  
CARPETS**



**POP IN ANY  
BRIC-A-BRAC  
MATTRESSES  
TYRES AND  
TOOLS**



**NO  
MEDICAL  
WASTE**



**NO HAZARDOUS  
ASBESTOS, FRIDGES  
FREEZERS, TVS,  
LAPTOPS, DEVICES  
OR MONITORS**



**NO  
GAS  
BOTTLES**



**NO  
FOOD  
WASTE**



**NO  
OILS OR  
PETROL**

FOR A FULL LIST OF ITEMS WE CAN AND CAN'T TAKE, PLEASE VISIT OUR WEBSITE



people  
planet  
purpose