



Confidential Waste Service Agreement
Terms & Conditions

1. DEFINITIONS

1.1. In these Terms and Conditions, unless the context requires otherwise the following terms shall have the following meanings:

Customer Call	the telephone call between Coastal and the Customer which contains the main details of the order that the Customer is agreeing to. Such calls may be recorded and the Customer shall be advised before discussing the service(s) if the call is to be recorded.
Commencement Date	the date on which the Customer accepts the Quotation and / or completes the Customer Call agreeing to these terms and conditions.
Confidential Material	any items deemed from time to time by Coastal and the Customer to be confidential and/or sensitive in nature including without limitation, paper, discs, videos, uniforms, IT and electronic equipment.
Contract	the contract between Coastal and the Customer for the supply of the Goods and/or Services in accordance with these Terms & Conditions and the information specified in the Quotation, Order and Customer Call.
Customer	the person, partnership, unincorporated association, company or other organisation named on the Quotation, Order or given by the Customer on the Customer Call.
Coastal	Coastal Recycling Services Limited (company no. 07704562) whose registered office is Units 1 & 2 Mulberry Court, Lustleigh Close, Matford Business Park, Exeter EX2 8PW.
Force Majeure	an event beyond the reasonable control of Coastal including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Coastal or any other party) failure of a utility service or transport network, protest, act of God, war, terrorist attack, riot, civil commotion, malicious damage, compliance with any governmental order, rule, regulation of direction, accident, breakdown of plant or machinery, fire, flood, or adverse weather

	conditions, or default of suppliers or sub-contractors or fluctuations in the market for recycled materials, including without limitation, paper.
Goods	any goods (including any of them or part of them) which Coastal supplies to the Customer under a Contract including, without limitation Units.
Hazardous Materials	has the meaning set out in Condition 9.1.9.
Initial Period	the relevant Minimum Hire/Service or Collection Period for each Unit.
Materials	the materials to be destroyed by Coastal set out in the Contract or specified in the Order.
Order	the Customer's Order for the supply of Goods and /or Services, as set out in the Quotation or set up in the Customer Call.
Payments	the sums payable by the Customer according to the type of agreement selected.
Services	loan (by way of hire) of the Units to the Customer, collection of the Materials from the Site, the destruction of the materials by Coastal (or someone duly authorised on their behalf) by any method which it shall at its discretion choose, and any other incidental or ancillary Services supplied by Coastal to the Customer.
Site	the location notified by the Customer to Coastal where Coastal will collect the Materials or deliver the Goods or carry out a Service.
Supplementary Charges	the charges for any Services provided by Coastal which are not included within the scope of the Agreement Type selected by the Customer.
Terms & Conditions	the standard terms and conditions set out in this document (as may be amended from time to time) together with any special terms agreed in writing between Coastal and the Customer.
Units	the storage containers, sacks, boxes or materials or other equipment (or any substitute for such items) to which these Terms and Conditions applies.
Working Days	Monday to Friday in each week excluding public holidays in England and Wales.

1.2. The following rules apply to this agreement:

1.2.1. a reference to a party includes its personal representatives, successors or permitted

assigns;

- 1.2.2. a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.3. unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular and a reference to one gender shall include a reference to the other genders;
- 1.2.4. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5. 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. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them;
- 1.2.6. all notices under this agreement must be in writing. A reference to writing or written includes e-mail provided in the case of the Customer, the email sent to Coastal is sent as follows:

to: customerservices@coastaluk.co.uk
in the subject box is stated: [name of customer, its account number and a subject matter heading] so that it can be directed to the correct department.
- 1.2.7. In these Terms and Conditions any reference to any legislation includes such legislation as amended, extended, consolidated or replaced from time to time;
- 1.2.8. The headings in these Terms and Conditions are for convenience only and shall not affect their construction or interpretation.

2. BASIS OF AGREEMENT

- 2.1. In consideration of the Customer making the Payments, Coastal will perform its obligations with reasonable care and skill and hire the Units to the Customer and/or service/collect the Units for the Customer (as applicable according to the Agreement Type selected by the Customer in the Quotation and/or during the Customer Call) in accordance with the terms set out in these Terms and Conditions, to the exclusion of all other terms and conditions (including any which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the contract between the Customer and Coastal simply as a result of such document being referred to by the parties to these Terms and Conditions.
- 2.3. These Terms and Conditions apply to the Units, Services and collections supplied to the Customer under these Terms and Conditions and any variation to these and any representations by Coastal shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of

Coastal. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Coastal which is not set out in these Terms and Conditions. Nothing in this condition shall exclude or limit Coastal’s liability for fraudulent misrepresentation.

2.4. No order placed by the Customer shall be deemed to be accepted by Coastal until a written acknowledgement of the order and that it is accepted is issued by Coastal or (if earlier) Coastal delivers any Units or provides any Services or collections to the Customer.

2.5. Coastal’s obligations to the Customer under each Agreement Type are summarised in the table below:

Agreement Type Summary and Description of Coastal’s Obligations:

Service Agreement	The Customer takes the Units on hire from Coastal. Coastal will arrange routine periodic servicing/collections as per the frequency specified in the Quotation and/or Customer Call.
Maintenance Agreement	Coastal will carry out routine periodic collections from Units owned by the Customer, or of sacks or boxes either supplied by the Customer or by Coastal, as per the frequency specified on the Quotation and/or Customer Call.
Call-Out Agreement	Coastal will arrange collections on an on-demand “Call Out” basis from Units owned by the Customer, or of sacks or boxes either supplied by the Customer or by Coastal.

2.6. Coastal will provide to the Customer, if required, a certificate of destruction for each consignment of Confidential Material removed from the Customer’s site under these Terms and Conditions.

2.7. Coastal may employ a subcontractor for the purpose of fulfilling any contract entered into by Coastal.

3. PRICE

3.1. Unless otherwise agreed in writing between the parties, the price for the Goods and Services shall be the price set out in the Quotation, Order or Customer Call.

3.2. The replacement or repair cost (plus 20%) of any Unit which have been lost or damaged by the Customer whilst in the possession of the Customer, will be paid for by the Customer in addition to the price of the Services.

4. PAYMENTS

4.1. For new customers Payment may be required in advance by card prior to order process. Customers that are granted a credit account shall pay the charges specified in any invoice within 30 days of the date of the invoice. Payment shall be made in pounds sterling GBP by Direct Debit or BACS directly

into Coastal's bank account.

- 4.2. Time shall be of the essence for payment of each and every Payment under these Terms and Conditions and a failure to pay on time shall be deemed to be a fundamental breach of these Terms and Conditions.
- 4.3. Coastal shall be at liberty to vary the Payments as follows:
 - 4.3.1. following any changes in the Services or Goods made at the request of the Customer and agreed by Coastal, or to cover any extra expense as a result of the Customer's instructions, or failure by the Customer to give adequate or accurate information or instructions;
 - 4.3.2. if there are changes in routes or supply outside of Coastal's control it may be necessary to increase prices within the initial contract period. Any change of this nature will be provided to the Customer in writing with a minimum two weeks' notice;
 - 4.3.3. on the anniversary of the Commencement Date by a percentage if Coastal considers an increase in price is justified by any variation in the price of materials or cost of labour or any other overheads, or, in relation to the Services. Any change of this nature will be provided in writing;
 - 4.3.4. anytime where performance of its obligations is made more difficult or costly as a result of new legislation or regulations or changes to existing legislation or regulations, including those which result in increases in fuel, materials market (the prices for the type and quality of Materials from the Customer), Taxes and National Insurance Contributions;
 - 4.3.5. to take account of an increase in Coastal's operating costs, including costs arising from increases in fuel prices;
 - 4.3.6. upon each anniversary of the Commencement Date during the Initial Period, by the average increase in inflation during the previous 12-month period as measured by an appropriate index (such index to be determined by Coastal).
- 4.4. All Payments are subject to the addition of VAT at the prevailing rate, which shall be additionally payable by the Customer in full.

5. SUPPLEMENTARY AND OTHER CHARGES

- 5.1. Supplementary Charges shall be payable by the Customer if Coastal carries out any non-routine repairs referred to in Clause 8.2 below and where performance of its obligations is made more difficult or costly by a breach of the Customer's obligations under these Terms and Conditions.
- 5.2. Records of all waste transfers will be kept for 2 years and copies supplied to the customer on request, for which there will be no charge.
- 5.3. There will be a charge where Coastal carries out any other service relating to the collection and/or disposal of waste other than as originally specified.
- 5.4. Any congestion or toll charge incurred by the delivery, installation, service or collection of the Units, will be passed on to the Customer.

5.5. All Supplementary Charges and other charges referred to in this Clause are payable at the rates current at the time that the relevant services are provided and are to be paid within 30 days of the date of invoice.

6. LATE PAYMENT

6.1. If the Customer fails to pay any of the Payments or the Supplementary Charges on the due date then, without prejudice to its other rights and remedies, Coastal may (without being in breach to the Customer) suspend the performance of its obligations under this Agreement until such time as the overdue sum is paid in full.

7. COMMENCEMENT AND DURATION OF AGREEMENT

7.1. The Service agreement will commence on the installed date and continue for the initial contract period of 12 months unless otherwise agreed in writing and thereafter indefinitely until the Customer gives Coastal three months' prior written notice to terminate the agreement on the anniversary of the Commencement Date.

8. NON-ROUTINE REPAIR AND MAINTENANCE OF COASTAL OWNED UNITS

8.1. Upon any fault occurring to the Units or if the Units become a health and safety hazard;

8.1.1. the Customer shall notify Coastal as soon as possible and take such steps as are reasonably necessary to mitigate the effect of such fault or hazard; and

8.1.2. subject to Clause 8.2 below, and applicable to the relevant Agreement types, Coastal will, as soon as reasonably practicable, take all proper steps to correct the fault at its own cost by repairing or replacing all or part of the Units.

8.2. None of the Agreement Types include the repair of any faults resulting from misuse, vandalism or any other accidental, negligent or wilful damage, for which Supplementary Charges will be payable.

8.3. With relevant Agreement types, Coastal is entitled to replace the Units from time to time with substitute goods of a substantially similar standard and specification to the Units.

9. COVENANTS OF THE CUSTOMER

9.1. The Customer agrees and covenants with Coastal as follows:

9.1.1. to allow Coastal and its agents full, convenient and safe access to the site where the Units are maintained or from which collections are carried out during such hours as may be necessary to perform its obligations under these Terms and Conditions ;

9.1.2. not to interfere with the Units (including attempting to repair, adjust or modify the Units) or place the Units on a public highway and not to remove any registration or other identifying marks from the Units;

9.1.3. not to sell or offer for sale, lend, assign, pledge, underlet or otherwise deal with or part with possession of the Units and not to remove them from its premises or Site without

Coastal 's prior written consent;

- 9.1.4. to promptly carry out such action to the Units as may be advised by Coastal from time to time;
 - 9.1.5. with the relevant Agreement types (where the Customer hires the Units or has possession of any Units supplied by or on behalf of Coastal) to insure the Units throughout the Initial Period and any and all Extension Periods to their full replacement value with an insurer of repute against loss or damage by accident, fire and theft and other reasonable risks and hold on trust for Coastal all insurance monies paid out under such policy; (in the event of the Customer defaulting under this Clause, Coastal shall be at liberty to effect such insurance as it thinks fit at the Customer's expense);
 - 9.1.6. to notify Coastal immediately of any loss of, or damage to, the Units;
 - 9.1.7. to ensure that the waste materials to be collected and disposed of shall be of the type, character and quantities as specified in the Quotation, Order and/or Customer Call and these Terms and Conditions and the Customer shall ensure that no change in the nature of the waste materials shall take place during the contract period. If waste other than the material covered in these Terms and Conditions is received, Coastal will contact the Customer to agree the method of disposal, and Coastal reserves the right to charge the Customer Supplementary Charges for such service at the rate current at the time that the service is provided. Such Supplementary Charges are to be paid within 30 days of the date of Coastal's invoice;
 - 9.1.8. to ensure that the materials to be collected and shredded do not contain any materials that could damage the shredding equipment used by Coastal. Coastal reserves the right to charge the Customer additional charges to cover any breakdown or repair as a result of the Customer's actions or omissions.
 - 9.1.9. to ensure that the materials to be collected and shredded do not contain any materials that could injure personnel used by Coastal, including without limitation, any glass, metal, matches, carbon fibre, combustibles, liquid, flammable, corrosive or Hazardous Materials. Where the Customer has included in the Materials any Hazardous materials Coastal shall be entitled to refuse to perform the Services on the hazardous material and, at the Customer's cost, may as its option:-
 - (a) return (or arrange for the return of) the hazardous Materials to the Customer; or
 - (b) arrange for the destruction of the hazardous Materials, if necessary by a third party with expertise in the destruction of such hazardous materials; or
 - (c) require the Customer to collect the hazardous materials.
- 9.2. Unless agreed otherwise in writing between the parties, it shall be the responsibility of the Customer to place the materials in the Units and neither Coastal, its personnel or sub-contractors shall be under any obligation to remove from the Site any Materials which are left on or near the Units.

10. COVENANTS

- 10.1. All depots, processes, onsite and offsite vehicles used are inspected to BS EN 15713 standards.
- 10.2. All service staff used are security vetted to BS7858 standards.

11. ACKNOWLEDGEMENTS AND WARRANTIES BY THE CUSTOMER

11.1. Where the Units supplied under these Terms and Conditions have been manufactured or customised to the Customer's own specifications or requirements, the Customer acknowledges that:

11.1.1. the Units are required for the purposes of a business carried on by the Customer, that they were selected by the Customer and acquired at its request by Coastal from the supplier for the purposes of these Terms and Conditions ; and

11.1.2. the supplier is not the agent of Coastal unless this is required by law.

11.2. The Customer warrants to Coastal that the waste Coastal collects under these Terms and Conditions does not contain any hazardous waste or hazardous concentration of any noxious, poisonous or polluting substances, and that any significant change in the waste will be declared to Coastal in advance of collection.

12. TERMINATION BY COASTAL

12.1. If the Customer breaches any term of these Terms and Conditions or suffers distress or execution, becomes insolvent or bankrupt, or enters into an arrangement or composition with its creditors or if a liquidator, receiver or administrator is appointed over the whole or any part of its business or assets then, without prejudice to its other rights and remedies, Coastal may immediately terminate these Terms and Conditions.

12.2. Coastal may also terminate these Terms and Conditions at any time by giving the Customer 10 Working Days' prior written notice.

13. LIABILITY

13.1. Subject to Clause 13.2 below, all conditions, warranties and representations, whether express or implied and whether arising by reason of statute, common law or otherwise relating to the quality of the Units, their suitability or fitness for purpose and their conformity with description or sample, are expressly excluded from these Terms and Conditions to the fullest extent permitted by law. In particular, any published pictures or descriptions of the Units are for indication purposes only and actual products supplied may differ from such pictures or descriptions.

13.2. Coastal does not exclude or limit liability for death or personal injury caused by its negligence or fraudulent misrepresentation but, subject to this and the requirements of the law, its liability to the Customer in contract, tort (including negligence) or otherwise for any damage, loss, liability, costs or expenses suffered or incurred by the Customer or any other person arising directly or indirectly or in any manner howsoever out of the use or possession of the Units by the Customer or such other person, the provision of any services under this Agreement or otherwise shall be limited as follows:

13.2.1. Coastal's liability for loss or damage to buildings and fixtures and fittings caused by an act or omission of Coastal, its agents, employees or subcontractors shall not exceed £500 per incident;

13.2.2. Coastal's liability for all other loss or damage suffered by the Customer in any 12 month period and caused by an act or omission of Coastal, its agents, employees or subcontractors shall not exceed the annual equivalent of the total Payments set out on

page 1 of these Terms and Conditions (excluding any increases to such payments).the Customer agrees that Coastal shall not be liable in any way for any loss of profits, nor shall it be liable for any indirect, consequential or special loss or damage howsoever caused and arising from the Customer's use or possession of the Units or benefit from the services provided by Coastal (or on Coastal's behalf) or otherwise; and

13.2.3. Coastal shall not be liable for any delay or failure to comply with its obligations where the failure is caused by Force Majeure.

13.3. Unless the law provides otherwise (and except as a result of a breach by Coastal of its obligations under these Terms and Conditions or Coastal's negligence or where Coastal is otherwise liable at law for such damage, loss, liability or expenses) and without prejudice to Coastal's other rights and remedies, the Customer shall indemnify Coastal against all or any of the following:

13.3.1. any loss or damage to the Units, howsoever arising, including any loss or damage, which is not recoverable under the policy of insurance, referred to in Clause 11.1.5 above (including where the Customer has failed to take out such a policy of insurance);

13.3.2. any and all damage, loss, liability or expenses which Coastal may suffer or incur as a result of a claim by a third party arising out of or in connection with any Service, Goods or Units; and

13.3.3. all costs and expenses (including enquiry agents, debt collection agents and legal costs on a full indemnity basis) incurred or sustained by Coastal in enforcing any of the terms of these Terms and Conditions.

13.4. The Customer shall indemnify Coastal against any and all damage, loss, liability or expense which Coastal may suffer or incur as a result of any action taken by the Environment Agency or similar regulatory body as a result of Coastal having entered into these Terms and Conditions or performing the Services and/or supplying the Units and/or the Material not being as described by the Customer.

13.5. The Customer shall indemnify Coastal against any and all damage, loss, liability or expense which Coastal may suffer or incur as a result of any claim by a third party arising out of or in connection with the destruction of any Confidential Material.

14. SERVICE OF NOTICES

14.1. Any notice required or permitted to be given under these Terms and Conditions shall be deemed to have been validly given if served personally upon that party or if sent by first class prepaid post to the address of that party as stated at the head of these Terms and Conditions, its last known address or to its registered office.

14.2. Any notice or other information sent by first class prepaid post shall be deemed to have been received by the other party within 48 hours after the date of posting.

15. DATA PROTECTION

15.1. The parties acknowledge that that the Materials may contain Personal Data as defined under the Data Protection Act 1988 ("Act") and that the customer is a Data Controller and Coastal is a Data Processor for the purposes of the act and under the GDPR (details of Coastal's Privacy Policy can be

found on its website at www.coastaluk.co.uk) under this Contract.

15.2. Coastal shall use its reasonable endeavours:

15.2.1. to maintain appropriate security measures against unauthorised processing of, access to or disclosure of the Materials; and

15.2.2. to keep the materials confidential and secure until their destruction.

16. GENERAL

16.1. The person or persons who take out these Terms and Conditions Agreement on behalf of the Customer warrant that they have the appropriate and necessary authority to do so and to bind the Customer to the terms set out in it. Where two or more persons are stated to be the Customer, each of those persons shall be jointly and severally liable for performance of the Customer's obligations under these Terms and Conditions.

16.2. Coastal (but not the Customer) shall be free to assign all or any of its rights or obligations under these Terms and Conditions (in whole or in part) to any other party without the consent of the Customer

16.3. These Terms and Conditions contains the entire agreement between the parties and may only be modified in writing or by call recording. If any part of it shall, for any reason, be found or held invalid or unenforceable, this shall not affect the remainder of its terms, which shall survive and be construed as if the invalid or unenforceable part had not been contained in these Terms and Conditions.

16.4. A person who is not a party to these Terms and Conditions has no right to enforce any term of these Terms and Conditions.

16.5. The failure of Coastal to insist upon the strict performance of any provision of these Terms and Conditions or to exercise any right or remedy consequent upon breach of any such provision shall not constitute a waiver of any such breach or any subsequent breach of such provision or prejudice in any way any right of Coastal under these Terms and Conditions.

16.6. The parties agree that it is not practical to obtain signatures for all services performed and so the Customer accepts that the computerised records of Coastal, its subcontractors or agents (as relevant) of the services provided would be adequate proof of the fact that those services have been undertaken.

16.7. These Terms and Conditions shall be governed by the laws of England and the English courts shall have exclusive jurisdiction for any disputes arising out of it.