

B&M Waste Services Terms Of Business



In these Terms and Conditions, "You" means the party specified overleaf and any party who accepts our services in continuation of your business. We, Bagnall & Morris (Waste Services) Ltd (Company number 3473370) agree to supply the equipment and services specified overleaf (the "Services") to you only on the following conditions:-

1. The service to be provided under this agreement shall commence from the delivery date printed overleaf. If no such date is specified then delivery of the service shall commence:
 - 1.1 one month from the agreement date specified overleaf; or
 - 1.2 (if later) the date upon which the minimum notice period required to terminate your contract with an existing supplier of the services to be provided by us hereunder expires or the date such contract is terminated.
2. Unless otherwise stated overleaf the Services supplied under this agreement shall continue to be supplied for a period of 104 weeks commencing on the delivery date (the "Initial Service Period") and, after that, shall continue to be supplied unless and until this agreement is validly terminated by either party in accordance with its terms.
3. You agree that we have been appointed as your exclusive supplier of the Services in respect of the waste selected in section 6 overleaf and identified by reference to the relevant [EWC/LOW] codes (the "Waste") for the duration of this agreement. You confirm that you shall not engage any third party to supply the Services in connection with the Waste for the duration of this agreement.
4. In the event that you wish to terminate this agreement:
 - 4.1 you shall give to us not less than three and not more than six calendar months' written notice, given in the manner set out in condition 46, such notice to expire on an anniversary of the agreement date after completion of the Initial Service Period;
 - 4.2 in advance of the delivery date specified in condition 1 and/or in advance of the expiry of the Initial Service Period and/or in advance of the anniversary specified in condition 4.1 then you agree to pay us liquidated damages calculated in accordance with condition 7 below. We also reserve the right to charge you a collection fee of £50 plus VAT in such circumstances.
5. The prices quoted are exclusive of VAT for which you will be charged at the applicable rate. Time for payment shall be of the essence of the agreement.
6. The prices we quote can be amended by a reasonable amount to reflect:-
 - 6.1 our costs rising;
 - 6.2 you amending your instructions;
 - 6.3 you asking us to expedite collections;
 - 6.4 a review of your container requirements made in accordance with condition 14;
 - 6.5 relative legislation changes.
7. If you breach the terms of this agreement then you will pay us liquidated damages calculated to be an amount equivalent to 40% of the aggregate empty charges and rental charges which would have become payable by you for Services to be provided by us from the effective date of termination to the earliest date on which this agreement could validly be terminated by a notice given in accordance with condition 4. For the avoidance of doubt, and without limiting the generality of the foregoing, you shall be liable to pay liquidated damages in the following circumstances:
 - 7.1 you purport to terminate the agreement:
 - 7.1.1 in advance of the delivery date specified in condition 1; or
 - 7.1.2 in advance of the expiry of the Initial Service Period as specified in condition 2; or
 - 7.1.3 in advance of the next applicable anniversary date as specified in condition 4.1;
 - 7.2 you fail to pay us for the Services in accordance with the payment schedule;
 - 7.3 you are made bankrupt or go into liquidation, whether compulsory or voluntary; make a composition with your creditors; are unable to pay your debts (within the meaning of Section 123(1) of the Insolvency Act 1986 or if any voluntary arrangement is proposed in relation to it under Section 1 of that Act); you suffer the appointment of a receiver or administrative receiver (as such terms are defined in Sections 70 and 251 of the Insolvency Act 1986); or you suffer an administration order (each an "Insolvency Event");
 - 7.4 you are in breach of condition 3 above;
 - 7.5 we terminate this agreement as a result of your breach.

8. We will provide a service to you in a proper and efficient manner. Time of performance shall not be of the essence.
9. We reserve the right to make changes to the times and dates of the provision of service in order to meet our operational requirements and in order for us to develop and improve our service to you and where possible you will be given notice thereof.
10. We will at all times collect waste in accordance with the Environmental Protection Act 1990 or any statutory modification thereof for the time being in force.
11. We will ensure that the waste as described by you is deposited at a licensed site.
12. We shall not collect any loose waste from your premises.
13. Our policy is to collect containerised waste. In order to avoid breaching environmental legislation and taking into account the need to leave your premises in a clean and tidy condition we shall remove occasional excess waste but at an additional cost to you. You will also be required to sign for such excess waste.
14. If (i) removal of excess waste occurs on a regular basis; or (ii) the weight in any container collected from you exceeds the maximum load of 55kg/m³ on a regular basis; or (iii) any container collected from you contains unsuitable waste (in breach of condition 18) or waste which is not specified in the agreement we reserve the right to review your container requirements and to make such additional charges as we consider reasonable.
15. You must ensure that you, your employees or agents at all times comply with any health and safety legislation that is in effect as well as the Environmental Protection Act 1990 or any statutory modification thereof at the time being in force.
16. We reserve the right to terminate this agreement should it be found that it is unsafe to collect waste from your premises or where you are in breach of condition 17.
17. You will not include contaminated waste or include a waste which requires notification under the Hazardous Waste (England & Wales) Regulations 2005 (or any subsequent regulations or other statutory regulatory requirements relating to the disposal of waste) with the waste described by you and being collected by us. You hereby indemnify and will continue to indemnify us in relation to all costs fines and losses in the event that any portion of your waste is subject to the Regulations, and you have not previously informed us in writing and we have not previously agreed in writing to deal with such waste.
18. You will ensure that containers are safely sited and not overloaded nor filled with unsuitable waste such as building rubble, soil, concrete and similar waste.
19. Ownership of and responsibility for the waste will be vested with you until such time as we remove the waste.
20. You will allow us unhindered access to the equipment supplied and at the specified times, and at all other reasonable times in order for us to perform our obligations under this agreement failing which we will be entitled to suspend the service pending proper access to the equipment. You will notify us if the containers are moved from agreed and risk assessed location.
21. You agree to reimburse us the full cost of scheduled container empties not collected by us on your premises due (but not limited to) a failure by you to provide access to us pursuant to condition 20 above, or third parties restricting access to our equipment or your premises and when you fail to pre-notify us of a site closure due to public holiday, bank holiday, local holiday or any other reason whatsoever.
22. Any lifts that we provide in addition to what is provided in the schedule overleaf will be charged to you at a pro rata rate.
23. We reserve the right to continue to charge you for the service if you are on stop due to non-payment or a breach of these terms. In this instance we will collect, in reason, the accumulative waste when we re-commence the service.



24. All equipment supplied by us remains our property and you agree to indemnify us for any loss or damage whatsoever and howsoever arising whilst our equipment is on your premises, or under your control.
25. You shall allow our personnel to repair, move, remove or inspect the equipment at all times. We reserve the right to charge you for repairs or replacement cost for repeated misuse by you of the equipment.
26. You should not deface obscure or remove any markings or indications attached to the equipment showing the ownership thereof.
27. You will provide such routine cleaning as is necessary to maintain the equipment in a sanitary condition.
28. You must at all times use your best endeavours to ensure that the equipment is situated in a safe place without causing obstruction or danger to any person or third party and making every reasonable endeavour to prevent from entering our containers whilst sited at your premises, failing which you will indemnify us against any claim.
29. You must inform us in a timely manner of any issues which affect the use of our equipment and the supply of the services such as, without limiting the generality of the foregoing, any "near misses" or breaches of health and safety legislation.
30. Dilapidation/Refurbishment:
We reserve the right on termination of this agreement for whatever reason to charge you for the actual costs of any refurbishment of equipment supplied by us to you. This charge is subject to a minimum of £50 plus VAT for a wheeled bin container, and £150 plus VAT for an F.E.L. container.
32. If death, personal injury or damage to your property is caused by our negligence we will indemnify you subject to the provisions of conditions 32 – 34.
32. In respect of any other loss:
32.1 we are not liable;
32.2 you will indemnify us against it;
32.3 you will insure against it.
33. In respect of any indirect or consequential loss:
33.1 we are not liable;
33.2 you will indemnify us against it; and
33.3 will insure against it.
34. Save in respect of death, personal injury or fraudulent misrepresentation, our total liability to you for any loss arising in any year of this agreement in respect of any one event or series of connected events shall not exceed the annual charges paid by you to us for the relevant year.
35. Given the value of the work involved we both agree that it is not practical to issue work tickets or obtain signatures for service performed and you shall accept our records as proof of service. However if you require proof of service then we will do so at a cost of £8.00 on each and every occasion or for any subsequent copy thereof.
36. Termination
36.1 We have the right to terminate this agreement with immediate effect:
36.1.1 if you commit any breach of the terms hereof and fail to remedy such a breach within 14 days of a written notice so to do; or
36.1.2 you suffer an Insolvency Event as defined in condition 7.3.
36.2 We may terminate this agreement on giving you not less than one month's written notice.
37. If we are prevented or delayed from performing the services subject to a force majeure event, we shall notify you and the services shall be suspended accordingly. We shall not be liable to you for any loss arising but you will be entitled to terminate this agreement if the force majeure event continues for three or more calendar months. Events of force majeure shall include but not be limited to acts of god, extreme weather such as floods and snow, strike, lockout, labour or civil disturbance, compliance with law, breakdown of plant and machinery and where there is a shortage in the market place of materials, such as fuel.
38. Any termination of this agreement shall be without prejudice to the accrued rights of either party. All sums payable under this agreement shall become due immediately on its termination, despite any other provision.

39. This agreement is personal to you and cannot be assigned without our prior written consent. However we may assign or sub-contract any part of this agreement to any person.
40. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, Directive Waste Service Agreement or other document or information issued by us shall be subject to correction without any liability to you.
41. Any variation of these conditions is invalid unless we accept it in writing, and these conditions shall prevail over any you seek to impose.
42. In the event that any conditions in your order conflict with these conditions, these conditions shall prevail.
43. If any of these conditions is held to be invalid or unenforceable that will not affect the validity and enforceability of the rest.
44. Our rights will not be affected by any relaxation, forbearance, indulgence or waiver in enforcing these conditions.
45. You will not hold us liable for any cost incurred for failure or delay in service due to circumstances beyond our reasonable control.
46. A notice or other communication under or in connection with this agreement shall be in writing and shall be sent by first class post pre-paid recorded delivery to the party due to receive the notice or communication at its address specified on the agreement or another address specified by such party by written notice to the other. Such notice shall be signed and sent by you personally and you agree that you will not authorise or assist any party who is not a party to this agreement to serve such notice on your behalf. A notice or other communication given under or in connection with this agreement shall not be validly served if sent by e-mail. You agree that any notice not served in accordance with this condition shall be invalid.
47. This agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
48. You acknowledge that, in entering into this agreement, you do not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement.
49. Our dealings with you are governed by English Law and come within the jurisdiction of the English Courts.
- Payment Schedule:
1. When "standard credit" terms are agreed with us you shall remit payment to us no later than the 20th of every month following the issuing of an invoice.
2. When "13 weeks advance" terms are agreed with us you shall remit payment to us prior to the commencement of the period of service.
3. When "direct debit" terms are agreed with us you will receive a monthly invoice in arrears with the amount due being transferred to our account by no later than the 20th of the month.
4. If you do not pay us on the due date agreed between us you will pay:
4.1 interest at 8% above the Bank of England base rate as prescribed under the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts (Interest) Act 1998; and
4.2 compensation/debt collection costs as prescribed under the Late Payment of Commercial Debts Regulations 2002 based upon the amount outstanding (which are currently as follows: debt up to £999.99 - £40, debts £1,000 to £9,999.99 - £70, debts of £10,000 and over - £100); and
4.3 £25 for non payment of a direct debit; and
4.4 £6 for each reminder letter, fax, phone call and statement.
4.5 We reserve the right to carry out credit reference checks on you which may show up on your credit record or affect your rating.

Terms & Conditions - November 2014 - Bagnall & Morris (Waste Services) Limited.