

B&M Secure Shredding LLP Terms Of Business



In these Terms and Conditions, "You" means the party specified overleaf.

We, B & M Shredding LLP (Company number OC375114) agree to supply the services specified overleaf (the "Services") to you only on the following conditions:-

1. The Services shall be provided by us to you on the date specified overleaf. If no such date is specified the Services shall be provided within 14 days of the agreement date specified overleaf. Time of performance of the Services shall not be of the essence.
2. 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.
3. We will perform the Services in a proper and efficient manner.
4. We will provide you with a certificate of destruction confirming the destruction of the Waste following performance of the Services.
5. 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.
6. We will ensure that the waste as described by you is deposited at a licensed site.
7. We are not responsible for and shall not collect any waste from your premises other than that specified overleaf (the "Waste").
8. 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.
9. 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 10.
10. You will not include 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 and destroyed 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.
11. You will ensure that containers are safely sited and not overloaded nor filled with anything other than the Waste. Waste will be considered to be "contaminated waste" if it includes materials which are not described in section 1 overleaf which aggregate by volume more than 5% of the total waste collected per site per visit. You agree that contaminated waste will be subject to payment of an additional contamination charge as detailed in section 1 overleaf to cover landfill and disposal costs.
12. Ownership of and responsibility for the waste will be vested with you until such time as we remove the waste.
13. You will allow us unhindered access to your premises 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 services pending proper access.
14. You agree to reimburse us our reasonable costs and expenses in the event that we are unable to perform the Services due (but not limited to) :
 - 14.1 a failure by you to provide access to us pursuant to condition 13 above; or
 - 14.2 third parties restricting access to 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.
15. We reserve the right to charge you in respect of any suspension/stop by you of the Services including an administration charge and/or a charge representing the loss to us for not having a full round during such suspension/stop period.
16. If death, personal injury or damage to your property is caused by our negligence we will indemnify you subject to the provisions of conditions 17 – 19.
17. In respect of any other loss:
 - 17.1 we are not liable;
 - 17.2 you will indemnify us against it;
 - 17.3 you will insure against it.
18. In respect of any indirect or consequential loss:
 - 18.1 we are not liable;

- 18.2 you will indemnify us against it; and
- 18.3 will insure against it.

19. Save in respect of death, personal injury or fraudulent misrepresentation, our total liability to you for any loss arising in connection with the performance, or contemplated performance, of this agreement, shall be limited to the charges paid by you to us for the Services.
20. 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.
21. 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.
22. 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.
23. Any variation of these conditions is invalid unless we accept it in writing, and these conditions shall prevail over any you seek to impose.
24. In the event that any conditions in your order conflict with these conditions these conditions shall prevail.
25. If any of these conditions is held to be invalid or unenforceable that will not affect the validity and enforceability of the rest.
26. Our rights will not be affected by any relaxation, forbearance, indulgence or waiver in enforcing these conditions.
27. You will not hold us liable for any cost incurred for failure or delay in service due to circumstances beyond our reasonable control.
28. 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. 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.
29. 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.
30. 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 advanced terms are agreed with us you shall remit payment to us prior to the commencement of the 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.