

Quotation Terms and Conditions:

- All prices quoted are excluding VAT.
- Removal of stillages from site will be charged as a collection.
- By accepting the quote, you agree to all the following terms and conditions.
- All equipment will be ready to be collected by our team in the agreed place and on the date agreed.
- Our drivers will be allocated 30 minutes on site for each collection, should the collection exceed this time, a demurrage fee will be incurred at the rate of £45 for every following 30 minutes they are on site.
- If a collection has been quoted as a 'van load' this will include a maximum weight load of 800kg per van, in order to maintain safe working practices for our employees.
- All waste is produced within the UK.
- Any collection that is cancelled within 24 hours of being completed, iWaste reserves the right to charge a fee of 75% of the original quote.
- If our driver arrives onsite and is unable to complete the collection, we reserve the right to charge a wasted journey fee. This will be a minimum of 75% and no more than 100% of the agreed collection charge.
- New Customers or Customers without a credit account are required to make payment in full for their collection prior to completion. Once payment has been received, the job will be scheduled.
- Prices will be reviewed annually and may be increased in line with the Consumer Price Index (CPI).
- Any additional items collected that are not stated within this quote will be subject to additional charges. Additional charges may include:

Domestic Batteries	£2.00 per kilo	Domestic Fridge	£45.00 each
Industrial Alkaline/ NiHm Packs and Cells	£2.50 per kilo	Commercial Fridge	£95.00 each
NiCd Dry Cells	£3.50 per kilo	Displays	£0.50 per kilo
Industrial Lithium Ion	£8.50 per kilo	Small Mixed WEEE	£0.20 per kilo
Capacitors	£3.00 per kilo	Boxed WEEE (that require unpackaging)	£0.40 per kilo
Fluorescent Tubes	£2.50 per kilo	Mixed WEEE containing batteries	£0.80 per kilo

*Unless you have pre-agreed pricing in place, all charges will be applied in line with our standard rates.

Conditions of Service for Waste & Recycling Services

1. Period of Hire

1.1 We agree to hire the equipment described in the quotation/contract ("The Equipment") to you for the period set out therein, unless terminated by us in accordance with Clause 5 below. At the end of the contract term, the equipment will be collected unless the contract is renewed.

2. Rental Payments

2.1 By the date of delivery you must pay the full Annual Agreement amount. It is an essential condition of this Agreement that we receive all payments on their due dates without prior demand.

2.2 Unpaid sums will accrue a late fee at 2% above the Bank of England base rate, calculated on a daily basis, until payment is received in full. Late repayment charges will be suspended if an invoice query has been raised (with accounts@iwaste.co.uk) within 14 days of the invoice being sent.

2.3 There shall be no rebate, reduction or deferral of payments during any period in which the Equipment is not in your possession, is unserviceable, or is unavailable for use, except where such circumstances arise as a result of an act or omission by iWaste.

2.4 If there is a wasted journey due to; lack of access to site, equipment not being ready, or cancellation less than 24 hours before arrival, a transport fee will remain payable.

3. Maintenance

3.1 We shall procure and maintain the equipment for the duration of this agreement.

3.2 For the purpose of maintenance, visits will normally be made during the hours of 9am to 5pm Monday to Friday, excluding Bank Holidays.

3.3 Our agents and employees shall be granted access to your premises, at times agreed in advance with you and during normal business hours, for the purpose of maintaining the equipment.

3.4 Routine service inspections of the Equipment shall be carried out every 12 months for the duration of this agreement. Any defects or malfunctions identified will be remedied as soon as reasonably practicable during normal business hours.

3.5 If you discover a defect or malfunction you must immediately advise us of the same whereupon we will arrange to affect a repair to the equipment within 10 business days during normal business hours.

3.6 Other than any defects deficiencies or damage caused improper use, failure to follow instructions, or unauthorised repair/modification by the Hirer, the Seller will, free of charge, repair or replace any defective components where the defect is apparent under proper use.

4. Your Other Obligations

You shall:

4.1 Be responsible for arranging the delivery, installation, and commissioning of the Equipment with iWaste.

4.2 Be responsible for loss of or damage to the Equipment whilst in your possession, howsoever the same may occur. However, you will not be liable for indirect or consequential loss (including but not limited to loss of profit or anticipated savings). Charges for stillages are detailed below:

Damaged Wheel	£25.00	240ltr bin replacement	£75.00
1100ltr bin replacement	£295.00	140ltr bin replacement	£65.00
660ltr bin replacement	£255.00	120ltr bin replacement	£50.00
360ltr bin replacement	£90.00	Secure Cage	£125.00
6ft Coffin	£220.25	8ft Coffin	£220.25
WEEE Crate	£122.50	10ltr Battery Drum	£10.00
30ltr Battery Drum	£15.00	205ltr Battery Drum	£25.00

4.3 Acknowledge that we are not responsible for making or funding alterations to the Equipment required due to legislative changes. If such changes are not undertaken by you within one (1) month, we may terminate this Agreement.

4.4 If so required allow us to indicate on the Equipment our ownership by appropriate labelling.

4.5 Keep the equipment in your sole possession at the location specified in the contract and not sell, assign, mortgage, charge or sub-let the Equipment, nor without our consent remove or permit the removal of the Equipment from the United Kingdom.

4.6 Keep the Equipment free of all liens and pay all taxes and impositions relating to the Equipment and its location, except taxes on our profits and reclaimable VAT.

4.7 Not do or permit anything that prejudices our rights in respect of the Equipment.

4.8 Annual Hire Contracts will be invoiced the month before they are set to renew. We will attempt contact 3 times for payment and if there is a no response, we will interpret that you wish to cancel and collection of the stillage will be completed. This collection will be within 5 working days, and notification will be provided before our arrival.

4.9 Upon receipt of a valid Purchase Order (PO), we will schedule the works and provide you with a confirmed date for service. If the confirmed date is unsuitable, you must notify us in writing within 2 working days of receipt of the date confirmation to request an alternative date. Failure to notify us within this period will be deemed acceptance of the confirmed date, and no further changes will be permitted.

4.10 The Customer is responsible for providing accurate and up-to-date information regarding site access, including any closures, restricted hours, or changes to normal working hours, at the time of ordering and promptly thereafter if circumstances change. Failure to notify us in writing of any such closures or changes at least 2 working days prior to the scheduled date will result in the Customer being liable for wasted journey charges. These charges will cover the full cost of the aborted visit, including but not limited to travel, labour, and vehicle expenses, and will be invoiced accordingly.

4.11 Stillages must not be transferred or relocated to another site without prior written notification to iWaste. All relocations must be carried out by iWaste, at the Customer's expense, to ensure accurate stillage tracking and that the relevant Annual Hire Agreements are amended accordingly. Relocations will be charged at £95 for the collection fee, £35 for the EA Levy fee, and £95 for redelivery to the new site.

Intelligent Waste Management Ltd

Unit 4 Ducks Nest Farm, Eversley Road, Arborfield, Reading, RG2 9PJ

Tel: 0330 1200 250 | Email: hello@iwaste.co.uk

www.iwaste.co.uk

Registered in England No.7659499

4.12 All bins have a weight limit; these are supplied by the manufacturer to ensure safe loaded and avoid damage. If you do not comply with stillage weight limits and the bin(s) become damaged, you will be liable for the cost to repair or place the stillage. iWaste also reserve the right to charge a processing fee for excess weight. Weight limits are details below:

120ltr	48kg	140ltr	56kg	240ltr	96kg
360ltr	136kg	660ltr	264kg	1100ltr	440kg

4.13 The Customer is responsible for ensuring that all equipment presented for collection has been fully drained of all oils, liquids, fuels, coolants and any other substances that may leak during handling, loading, transportation or storage. The Customer must also ensure that all waste and equipment is free from chemicals, hazardous substances or any other prohibited materials unless these have been declared in advance and accepted in writing by the Company. The Customer shall be liable for any losses, damages, costs, expenses, clean-up costs, environmental remediation costs, fines or claims incurred by the Company arising from the leakage, spillage or release of oils, liquids, chemicals or other substances from equipment or waste that has not been properly prepared prior to collection. The Company reserves the right to recover all reasonable costs associated with such incidents from the Customer.

5. Termination

5.1 If you repudiate or are deemed to repudiate this Agreement by breach of any obligations hereunder, you shall no longer be in possession of the Equipment with our consent, and we may terminate the hiring and take back the Equipment. You will be liable to pay us the sums due under Clause 7. The following events will be deemed a repudiatory breach:

5.2 Upon notice of failure and a valid invoice having been issued, if you fail to pay any sum within thirty (30) days of it becoming due.

5.3 Upon notice of failure and a valid invoice having been issued, if you breach any other term of this Agreement and fail to remedy it within thirty (30) days of notice.

5.4 If any of your creditors present a bankruptcy petition.

5.5 If you enter or attempt to enter a composition with creditors, or (where you are a limited company) a petition is presented for administration, or if a receiver is appointed over your assets, or if you enter liquidation (except voluntary liquidation for approved reconstruction).

5.6 Termination must be made in writing, either by email to hello@iwaste.co.uk

or by post to: iWaste (Intelligent Waste Management Ltd), Unit 4 Ducks Nest Farm, Eversley Road, Arborfield, Reading, RG2 9PJ. One (1) months' notice is required.

5.7 If you do not wish to renew your contract or terminate early, we will arrange for your stillage to be removed from site. This will be charged at your agreed collection rate and if there is any waste within the container, an EA Levy Fee and processing fees will be invoiced at your agreed rates.

6. Consequence of Termination

6.1 Upon any such termination as aforesaid you shall immediately pay to us as a debt:

6.1a All arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 2 above, and

6.1b By way of agreed damages, the amount of all payment due between termination and the expiry of the minimum period.

6.2 You may end this Agreement early by giving one (1) month's written notice (other than where clause 5.3 applies). No refund (full or pro-rata) of annual hire fees will be given.

7. Miscellaneous

7.1 Without imposing any obligations upon us we may, following termination of the Agreement, and with reasonable notice, retake possession of the Equipment and for such purpose enter upon any premises belonging to you or in your occupation or control.

7.2 Any forbearance or indulgence granted by us shall not constitute a waiver of any right or remedy which we would otherwise have had against you.

7.3 Notwithstanding the termination of this Agreement our rights in relation to the Equipment and any payments due thereunder shall continue to be regulated by this Agreement.

7.4 This Agreement and neither Party's rights and obligations under this Agreement may not be assigned, delegated, subcontracted, or otherwise transferred, in whole or in part, by operation of law or otherwise, without the non-assigning Party's express prior written consent, for which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void.

7.5 Any notice served hereunder shall be sufficiently served if sent by first class post to your usual or last known place of business and shall be deemed to have been within 48 hours of posting.

7.6 This Agreement shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

7.7 This Agreement incorporates all Terms & Conditions agreed between us and can only be varied by a document signed by both of parties.

7.8 Once the equipment has arrived at our facilities, it will be processed within 48 hours. You must ensure that our driver is given the correct items, if incorrect we accept no responsibility for their return.

8. Personal Data

8.1 iWaste is registered with the ICO and complies with the Data Protection Act 2018 and UK GDPR.

8.2 Personal and Business data is stored in secure files with restricted access.

8.3 Information is only held for the required amount of time and will not be shared with external sources without your written permission.

8.4 Data is used for Business transactions only.

8.5 iWaste will use commercially reasonable industry standard security technologies in providing the Services. iWaste has implemented and will maintain appropriate technical and organisational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer's data and to protect against unauthorized or unlawful disclosure of or access to personal data in accordance with applicable Privacy Laws.

9. Compliance

9.1 We are responsible for the recycling and disposal of WEEE in accordance with all current directives and legislation. We are licenced and regulated by the Environment Agency who undertake regular audits.

9.2 We will follow the Waste Hierarchy when processing all equipment as stated in our environmental policy.

9.3 All equipment received at our facility will be processed within 48 hours, If incorrect waste is provided, we accept no responsibility for its return and may charge for additional handling.

9.4 iWaste reserves the right to reject and return waste that does not comply with applicable regulations or falls outside the materials we are licensed to process.

9.5 Where stillages contain food waste or contaminated materials, we reserve the right to reschedule the collection until the issue has been corrected. We will notify you immediately should this be the case.

10. Accounts

10.1 Customers can request a credit account; however, we reserve the right to not offer one and request for services to be paid upfront. We may also request advance payment for future collections.

10.2 Credit Limits will be regularly assessed and increased/decreased based on payment terms and economic factors.

10.3 Where an account is placed on hold as a result of non-payment, no further jobs will be scheduled until the account is brought up to date.

11. Secure Wiping / Destruction

11.1 It is the customers responsibility to inform iWaste when secure data wiping/destruction service is required. This can be advised up to the day of collection via a phone call or email to our office team.

11.2 The Asset listing process will provide details / serial numbers for all equipment and be confirmed on a certificate. Equipment will then be passed on to the recycling process.

11.3 During processing, if a piece of equipment fits our reuse criteria, it may be passed to our reuse department. Any data bearing information will be wiped using Blancco software. Certificates will be held on file and available upon request. Data security is a priority, and this service has been validated as appropriate for iWaste and its customers.

11.4 Only if 'Total Destruction' is requested, will equipment not be eligible for the reuse department. This WEEE will be broken down/shredded into raw materials and recycled.

11.5 iWaste accepts no liability for any loss or breach of data. The Customer is solely responsible for ensuring that all data is removed or securely deleted from all devices before collection and removal from the Customer's premises.

12. Confidentiality

iWaste may receive confidential or proprietary information of Customer or its clients, including but not limited to, information related to services, projects, pricing, technology, processes, specifications, data, know-how, strategies, personnel, and other technical, financial or business information ("Confidential Information"). All work product will be considered Confidential Information. iWaste will maintain in confidence and will not, disclose or use, any Confidential Information. iWaste will protect all Confidential Information with the same degree of care with which it protects its own confidential information of similar nature, but with no less than reasonable care.

Our rights under this Agreement will not be affected if we do not enforce, or we delay enforcing any of these terms. Nothing in this Agreement shall confer any benefits on any third party and no person other than you or we shall have the right to enforce any term of this Agreement. For the avoidance of the doubt the terms "ourselves" includes our successors or assigns.