

Trading Terms and Conditions of Use

DEFINITIONS OF OUR TERMS

The Provider – AMA Waste Management

The Supplier – The Provider or the Provider's authorised agent/sub contractor who supplies the Service.

The Hirer – The client who requests a Service from the Provider.

The Product – The container or containers used to store waste on Site, which is/are then transported by the Vehicle to the disposal Site where it is/they are emptied.

The Service – The supply of the Hirer's chosen Product by the Supplier for a Period of Hire to facilitate the removal of waste from the Site on behalf of the Hirer and then the subsequent disposal of the waste.

The Vehicle – The Vehicle or Vehicles which delivers and/or collects the waste. This is included as part of the Service.

The Driver – The Driver of the Vehicle.

The Site – Where the Product is deposited on request of the Hirer.

The Period of Hire – The period of time from the delivery of the Product to the Site through to the Supplier's collection of the Product.

Working Day – Monday to Friday every week, excluding public holidays.

Force Majeure – Any circumstances beyond the reasonable control of either the Provider or Supplier (including; without limitation any strike, lockout or any form of industrial action; software/hardware or web site technical issues; extreme weather; and difficulties in obtaining fuel, parts or machinery, breakdown/malfunction or power failure of machinery/computers)

1. These conditions shall apply to all contracts for the supply of the Service by the Provider to the exclusion of all other terms and conditions. It shall apply where the context permits for the benefit of the Provider/Supplier's employees, agents and sub-contractors if they have been parties hereto. Any Service shall in addition to these terms and conditions be subject to the current Contractors Plant Association or Scottish Plant Operators Association conditions of hire.
2. Any clerical error which has resulted in a typographical error or error/omission in any quotation, price list, sales literature, invoice, acceptance of offer, website or any other document/information issued by the Provider or Supplier will be subject to correction without any liability on the part of the Provider.
3. Prices quoted are based on the disposal of non-hazardous waste unless otherwise specified. Hazardous waste includes (but is not limited to) asbestos, plasterboard, fridges/freezers, fluorescent lighting tubes and computer/electrical equipment. For further clarification please go to condition 10.
4. All requests for Services will be deemed to be an offer by the Hirer to purchase the Services abiding by these terms and conditions. The Service will be offered subject to the availability of suitable Products to the Provider.
5. The Hirer agrees that they will not treat any information supplied to them by the Provider as a representation; warranty or guarantee and they will rely fully on their own skill and judgement in selection of the Service.
6. A variation of these Terms and Conditions will only be binding if both the Hirer and the Provider have agreed to it in prior.
7. Any reference in these in these Conditions to a statute, regulation or provision shall be construed as a reference that will be amended enacted or extended at the relevant time.

8. The Provider will endeavour to comply with the Hirer's requests, however the Provider accepts no responsibility for the failure or delay to supply or remove any Products, which may be caused by; any direct or indirect circumstances beyond the Provider's control; any unforeseen or abnormal conditions; or by any act of negligence on the part of the Hirer. The provision of the Service may be partially or fully suspended at the Provider's discretion without liability being placed on the Provider for any loss resulting from the suspension.

9. Pricing and Payment.

- a) The price for the provision of the Service will be such sum that has been agreed by the Hirer and the Provider. Unless otherwise agreed the price will be exclusive of VAT, which will be payable by the Hirer.
- b) Except where the Hirer has a previously approved credit account with the Provider the payment for the provision of the Service will be made in full by the Hirer to the Provider before the Product is delivered by the Provider or Supplier.
- c) When the Hirer has an approved credit account the Provider will invoice the Hirer at the end of each month for all Services ordered prior to the date of invoice. The Hirer will pay the price for the provision of the Service within 30 days of the date on the Provider's invoice. The time of payment of the price will be of essence to the contract.
- d) In the event that the Hirer fails to pay the Provider's account in accordance with these terms, the Provider will be entitled to return the waste or a quantity of waste, which in the Provider's reasonable opinion is similar to the original quantity disposed, to the Hirer's premises or any third party where the waste was originally collected from, where the Provider will be entitled to enter the premises and deposit the waste.
- e) If the Hirer fails to make a payment on the due date, without prejudice to any other remedy or right available to the Provider, the Provider will be entitled to:
 - i) To appropriate any payment made by the Hirer for the Service or any Service under any contract between the Hirer and the Provider, as the Provider may think fit. This is notwithstanding any purported appropriation by the Hirer.
 - ii) To charge interest to the Hirer both before and after any judgement on the amount unpaid at the rate of 10% per annum until the full payment is paid. A part of a month is treated as a full month for these purposes.
 - iii) Cancel/Suspend the contract or any other further Services from the Provider to the Hirer.
 - iv) If payment for this or any other Service was made or offered by credit or debit card the Hirer hereby irrevocably authorises the Provider to obtain payment from such card using any supplied information for this or any other contract between the Provider and the Hirer.
- f) The Provider reserves the right to refuse, grant, cancel, alter, withdraw or restrict credit terms at its discretion at any time.
- g) For Services that are supplied over a period of time each instalment shall be treated as a separate contract. Any failure by the Provider to provide any one or more instalments of the Service in accordance with these conditions or claimed failure by the Hirer in respect to one or more instalments, will not entitle the Hirer to treat the contract as a whole as invalid.

10. The Hirer will ensure:

- a) That waste is only stored in appropriate containers.
- b) That no liquids, toxics or dangerous/hazardous materials will be placed in the Product without the written consent of the Supplier.
- c) That the contents of the Product when loaded conform to the local Waste Regulation Authority with regard to its suitability for disposal as general waste or special waste at a controlled waste disposal Site.
- d) That the contents of the Product when loaded conform to the S.I. 1980/1709 or any re-enactment thereof.

- e) That the Hirer must give the Provider 7 days prior notice and obtain a written agreement to include additional charges from the Provider before placing bonded asbestos in the Product.
 - f) That if any liquids, toxics or hazardous/dangerous material are placed in the Product the Hirer will immediately inform the Supplier and the Provider.
 - g) That no cans, bottles or any liquid containers are placed in the Product unless they are open for inspection, are dry and have no liquid residues.
 - h) That the Hirer declares the waste type accurately and signs the single/multiple consignment note when completing the transfer note.
 - i) That the Hirer has hired in plant insurance.
 - j) That all appropriate certificates for any hazardous waste disposal will be forwarded to the provider during the Period of Hire.
11. The Hirer will not move the Product from Site unless the Hirer has the full consent of the Provider, the Supplier and if necessary the Highway Authority.
12. 10 minutes is the time allowed for depositing or picking up a Product. If the Vehicle is kept waiting longer than the agreed time the Hirer will be liable for reasonable demurrage.
13. The Hirer when requested to do so by the Driver will be required to direct the Driver as to where to deposit the Product or locate it on collection.
14. The Hirer will ensure, that before they request the Provider or direct the Driver to deposit the Product on Site, that all the permissions necessary for the Product to be lawfully placed on Site, have been obtained, these include the permissions required under the Highways Act of 1971. The Hirer will ensure that these permissions will be kept in place for the period of the hire and up to 3 Working Days after where necessary.
15. Where the Provider/Driver is requested or directed to place the Product or collect the Product.
- a) If the Provider or Supplier is prevented by any reason beyond its control from delivery or collection of the Product, the Hirer will remain liable for the payment of the Provider's charges and any additional fees, which the Provider will reasonably so require for the further provision of the Service.
 - b) Where the Provider, Supplier or Driver are requested to deposit or pick up a Product on or from a Site that is located off a Public Highway or where the delivery/collection otherwise involves the Vehicle travelling over pavements, drains, yards, roads forecourts, gratings, asphalt areas or any other areas like so the Provider will be under no liability whatsoever to the Hirer for any damage caused whilst the Vehicle is off the highway other than that, which is caused by negligent driving on the part of the Driver. This is without prejudice to the generality of condition 16.
 - c) The Hirer will subject as above save harmless and keep the Provider indemnified against any claim or demand arising out of any such request or deposit whether directly or indirectly.
16. Site Access and Location.

- a) The Provider or Supplier is under no obligation to deposit the Product anywhere other than a highway or Site (that complies with the conditions of 16 b), unless otherwise has been specifically agreed in writing between the Provider and the Hirer.
- b) In all cases the Hirer agrees to:
- i) Accept delivery and provide necessary directions to a suitable Site promptly on the Vehicle's arrival.
 - ii) Provide and adequately maintain all necessary approach roads and Sites for the purpose of deliveries, changeovers and collections.
 - iii) Rely on their own skill and judgement and to satisfy themselves in relation to the suitability of all approach roads, tracks or ground for the purposes of the delivery, collection and placement of the Product.
 - iv) Notify the Provider when ordering the Service of any special requirements for the delivery, collection or changeover.
 - v) Ensure that an authorised person is present at the time of any delivery, changeover or collection to sign an acknowledgement note of the received delivery/changeover/collection and that the acknowledgement note is signed by the authorised person and not otherwise.
 - vi) Any delivery/changeover or collection note that is signed by a person with apparent authority to do so will be deemed as signed by an authorised representative of the Hirer.
 - vii) When no authorised person is available to sign an acknowledgement note the Driver will wait 10 minutes from the arrival of the Product or Vehicle at the Site thereafter the Supplier's written confirmation of delivery shall be final and binding on the Hirer.
- c) The Hirer shall save harmless and keep the Provider indemnified against any claim demand or penalty arising during the Period of Hire that could not have been made had the Provider not agreed to provide the Service. This includes but is not limited to any claims from third parties for any damages from any accidents related to any Product during the period of hire.
17. Under section 140 of the Highways Act of 1980 the Provider may arrange the repositioning or the removal of the Product if required to so at any time by a Highway Authority or a Constable in uniform. The Hirer will be responsible for any reasonable additional costs incurred by the Supplier or Provider.
18. The statutory rights of the Hirer will not be affected when the Service is provided under a consumer transaction, as defined by the Consumer Transactions (Restriction on Statements) Order 1976.
19. The Provider will not be liable to the Hirer or deemed to be in breach of contract when any of the Provider's or Supplier's obligations in relation to the Service are delayed or not performed, if the delay/failure was due to Force Majeure.
20. Risk: The risk and all legal requirements in relation to the Product/Products supplied in a contract will pass to the Hirer on delivery of the Product to the Site. The risk and all legal requirements will remain with the Hirer throughout the Period of Hire.
21. Complaints relating to any part of the Service must be received within 14 days of the Service being undertaken.
22. The Provider agrees to dispose the contents of the Products in accordance with the terms of this contract, unless otherwise agreed in writing between the Hirer, the Provider and the Supplier. If the contents of the Product do not comply with the terms of this contract the Hirer agrees to pay the Provider reasonable additional charges to dispose of or otherwise deal with contents.

23. Delivery, Changeovers and Collections.

- a) The Hirer will ensure that the Products is filled within the Period of Hire and that they inform the Provider or Supplier in reasonable time for a collection or changeover, unless otherwise has been specifically agreed in writing between the Hirer and the Provider.
- b) The Hirer will ensure that when a delivery, changeover or collection is due to take place that adequate space is left for the Driver to access and successfully remove or deliver the Product. In the case of a skip a minimum of 30ft is needed in front of one end of where the skip is/will be placed.
- c) The Provider will endeavour to provide a same day Service for the deliveries, changeovers and collections of Products, however the Hirer must allow for a minimum notice period of 2 clear Working Days.
- d) On collection of the Product the ownership of the contents will pass from the Hirer to the Supplier unless otherwise agreed in writing.

24. The Hirer will ensure that throughout the Period of Hire the Product:

- a) Where necessary is properly coned and lighted during the hours of daylight and/or darkness.
- b) Suffers no damage apart from fair wear and tear.
- c) Has no fires lit in it.
- d) Has no noxious substances; liquid cement or concrete; or noxious substances are placed in it.
- e) And/or its contents cause no danger towards any third party in particular but without limitation to children.
- f) Is properly sited in accordance with any relevant permissions and that all conditions in this contract are observed and upheld for the whole duration of the Service.
- g) Is filled to a level and in such a manner that spillage is prevented both whilst the Product is stationary and whilst it is being transported.
- h) Is kept in a secure place and if the Product is lost or stolen the Hirer is responsible for the cost of purchasing a replacement Product.

25. The Provider reserves the right to supply a further Product/Products when the Product/Products is located on third party or public property and for whatever reason waste is also accumulated in the immediate proximity of the Product and to transfer the waste to the additional Products/Products. The Hirer agrees to pay a reasonable additional cost for this Service.

26. Notwithstanding the terms of Conditions 24 and 25 it will be the Hirer's duty when necessary to notify the Supplier of and the Supplier's responsibility to ensure compliance with any condition imposed by a Highway Authority in relation to the marking of the Product with reflective paint.

27. Insolvency of Hirer.

- a) This clause applies if:

- i) The Hirer threatens to cease or ceases to carry on business.
 - ii) A receiver is appointed to take or an encumbrancer takes possession of any of the property or assets of the Hirer.
 - iii) The Hirer becomes subject to an administration order; becomes bankrupt (individual or firm); goes into liquidation (company) other for the purpose of reconstruction or amalgamation; or makes a voluntary arrangement with creditors.
 - iv) The Provider reasonably apprehends that any of the events in 27 a) is about to occur in relation to the Hirer. The Provider will firstly notify the Hirer accordingly.
- b) If this cause applies:
- i) The Hirer gives an irrevocable authority to the Supplier to enter the Site and remove from it (without prior notice or warning) any Product. .
 - ii) The Provider will be entitled to, without any prejudice to any other right or remedy that is available to the Provider, suspend any further deliveries under any contract or cancel the contract without any liability to the Hirer. If Services have been provided but are unpaid the payment will become immediately due and payable regardless of any previous agreement or arrangement that is contrary.

Privacy Policy

We are committed to protecting your privacy. This policy explains how we protect your privacy and how we use customer information.

If we decide to change our privacy policy we will post changes on www.amawaste.co.uk.

Security to Protect your Information

As required by the UK Data Protection Acts of 1984 and 1998, we follow strict security procedures with the storage and disclosure of the information you have given us, as to prevent unauthorised access. Due to these security procedures we may occasionally require proof of identity before we can disclose sensitive information to you.

Use of Customer Information

When an order is arranged or an account is set up we require the details of your address and your contact details. This information enables us to process the order and to send you confirmation either by e-mail, post or fax. Your telephone number is needed in case a problem arises with the reservation or sometimes to confirm an urgent order.

We reserve the right to use information we collect to contact you about AMA Waste and/or sister/parent companies' Services and special offers we think would be of benefit to you.

Occasionally we ask you to e-mail us with your opinion on a particular subject and we may publish a selection of these comments on our website. However if you inform us that you would like not like to have your name and/or comment published we will not do so.

Telephone Conversations and E-mails

Telephone calls and e-mails may be recorded or monitored for quality control and training purposes. We reserve the right to use these recordings to aid the resolution of any disputes if they arise.

Disclosure to Third Parties



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AMA Waste Management does not disclose any personal information to any other person or organisation without your consent unless there is an emergency situation or we are legally required to do so.

Your Consent

In using the AMA Waste Management websites you consent to the collection and use of information by AMA Waste Management in the ways described above. For further questions about our Privacy Policy please contact info@amawaste.co.uk.

About Us

AMA Waste Management is a trading division of AMA (Europe) Ltd, a company registered in England and Wales. Registration Number 4077184.

Reducing your costs the environmentally friendly way

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