

# TERMS AND CONDITIONS



The Greener Side

## 1 DEFINITIONS

- 1.1 “The Greener Side” and “ECS The Greener Side” mean The Greener Side Ltd., registered office, Depot Station Street, Misterton, Doncaster, South Yorkshire, United Kingdom, DN10 4DE.
- 1.2 “Client” means the person, firm or company or other trading organisation to which the services are supplied subject to these conditions.
- 1.3 “The Service” means:
- (a) Removal of Waste Materials and any subsequent treatment, disposal, or recovery as specified in the full terms and conditions.
  - (b) Supply of any equipment, containers etc. for use by the client as part of the service in (a) above.
  - (c) Processing includes the loading operations associated with (a) above, transport, decontamination and any other handling operation associated with (a) above.
- 1.4 “Waste Materials” means unwanted, redundant surplus equipment, toner cartridges, ink cartridges, copier/printer parts, mobile phones, photocopiers, printers, computers, laptops or other waste used by a Client or no longer required by a Client or which a Client wishes to dispose of (See Clause 5.1 of contract for list).
- 1.5 “Hazardous” means Materials that contain hazardous substances as defined by The Waste (England and Wales) Regulations 2011.
- 1.6 “The Contract” means the Contract for the provision of the Service by The Greener Side to the Client.
- 1.7 “Single Hazardous Waste Consignment Note” and “Multiple Hazardous Waste Consignment Note” means a Consignment Note under The Waste (England and Wales) Regulations 2011 in England and Wales, under the Special Waste Regulations 2004 in Scotland and under The Hazardous Waste Regulations (Northern Ireland) 2005 in Northern Ireland.
- 1.8 “Waste Transfer Note” means a note under The Waste (England and Wales) Regulations 2011. “Transport Note” means the collection and / or delivery of products and / or services.

## 2 PAYMENT

- 2.1 The client will pay The Greener Side the charges for the services as indicated on the Contract or The Greener Side's standard charges in force at the time of collection. All sums due are payable within 30 days of the date of the relevant invoice.
- 2.2 Visits in addition to those set down in the contract for collections or the supply of containers or equipment can be made at the customer's request but will be subject to additional charges as set down either in the Contract or on The Greener Side's schedule of current charges.
- 2.3 The Greener Side's charges on the Contract only apply to the initial 12 month term of the contract after which they are subject to variation. Any increase in The Greener Side's charges will be notified to the Client at least 30 days before either commencement of the renewal period to which the increase applies or the commencement of when the increases will apply. Such notice will not apply to fees or charges levied by a third party.
- 2.4 If the client fails to make any payment that is due, The Greener Side reserves the right to suspend the provision of any service.

## 3 CLIENT OBLIGATIONS

- 3.1 The client warrants and agrees that at all times the Waste Materials that the Client presents for removal pursuant to the contract shall exclude any materials and substances not included in clause 5.1. of the Contract and agrees that all Waste Material should be placed in the waste storage containers specifically marked and provided for them where applicable but in containers suitable for the waste where no containers have been provided. Containers will be collected from a suitable, safe access point to the premises.
- 3.2 The Client will comply with the Control of Pollution Act 1974, The Environmental Protection (Duty of Care) Act 1990 and any other legal requirements, including the provision of documentation, required for the handling of Waste Materials.
- 3.3 The Client will, prior to collection, supply The Greener Side with any data or information which The Greener Side considers necessary as well as identify any risks in the handling of the Waste Materials, and complete any and all documentation required by law.
- 3.4 The Client shall hold harmless and indemnify The Greener Side, its directors, officers and employees in respect of any loss or damage, claims, costs, liabilities and expenses arising from



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any breach of the Client's obligations under the contract or of a breach of legal requirements by the client.

3.5 The Client will inform The Greener Side should approval be required to facilitate the collection, exchange or provision of a The Greener Side recycling container prior to either the corresponding Service Level Agreement being signed, or as the Client's internal business processes change. It is not The Greener Side's responsibility to check with the Client if an end-user is authorised to request a collection, exchange or provision of a The Greener Side recycling container.

3.6 The Client will inform The Greener Side in a timely manner should the Client no longer provide an end-user with their services any more. The Greener Side cannot accept responsibility for charges relating to the collection, exchange or provision of a The Greener Side recycling container to an end-user who is no longer eligible to access The Greener Side service though their Service Level Agreement.

### 3.7 Packing

Under no circumstances can toner cartridges or toner bottles be collected loose.

They should be packed securely within original boxes for protection and to eliminate hazard then: -

- Packed into the Recycling Boxes provided by The Greener Side or other large boxes
- Each Recycling Box must contain a minimum of 10 items with maximum weight of 20 KG per Recycling Box. Recycling Boxes returned to The Greener Side with less than 10 items will incur a £ 35.00 surcharge which will be charged to the Client. Overweight Recycling Boxes will incur a charge of £3.00 per kilogram.
- Palletised to a minimum 1.5 meters high / maximum 2 meters high / minimum of 8 The Greener Side Collection Boxes.

Items for collection should be kept in a convenient place i.e. reception or goods out so that the courier can collect them with ease.

### 3.8 Pickup

A dedicated telephone number will be provided to facilitate collection and appropriate courier arrangements will be confirmed.

## 4 THE GREENER SIDE OBLIGATIONS

4.1 The Greener Side agrees at all times to:

- (a) Carry out the services in a safe, efficient and professional manner;
- (b) Comply with all applicable Health and Safety Legislation, Environmental Legislation, British and European Standards, and Codes of Practice concerning the collection, transportation, treatment and recycling of the materials listed in clause 1.4 of the Contract. In this respect The Greener Side warrants that it is (i) the holder of a current and valid Waste Management License pursuant to Section 35 of the Environmental Protection Act 1990 and (ii) a properly registered carrier of controlled waste pursuant to section 2 of the Control of Pollution (Amendment) Act 1989;
- (c) Engage as collection agents only (1) properly registered carriers of controlled waste pursuant to section 2 of the Control of Pollution (Amendment) Act 1989 and (2) to carefully supervise all activities of such collection agents in connection with the Contract.

4.2 In the event of a suitable, safe access point from which to collect the waste not being available, then The Greener Side reserve the right to refuse the collection. In the event that the lack of a suitable, safe access point requires waste to be transported through the premises then The Greener Side shall not be liable for any damage caused by the operation of transporting the waste to a suitable, safe access point.

4.3 Redundant WEEE

Recoverable product of sufficient value will be tested for electrical safety and imaged with a new operating system via Microsoft's Authorised Refurbisher programme.

All memory is wiped using appropriate certified software with a 3 pass system.

Non-working and low specification equipment is disassembled in The Greener Side premises and all constituent output streams are recycled.

## 5 CONDITIONS

5.1 No variations or alterations of these conditions shall be binding on The Greener Side unless agreed in writing by, or on behalf of, The Greener Side by an authorised representative. All orders by the Client for the Services shall be deemed to be an offer by the Client to purchase the Services pursuant to these conditions. Performance of the Services by The Greener Side shall be deemed conclusive evidence of the Client's acceptance of these Conditions. These conditions shall remain in force until such time as The Greener Side adopts revised conditions and notifies the client of the substitution of these conditions by the revised conditions.

## 6 TERMS

- 6.1 The Contract shall be for an initial term of 12 months unless otherwise agreed in writing. Upon expiry of this 12 month period, the Contract shall be automatically renewed unless either party to the Contract sends written notice of non-renewal to the other party at least sixty days prior to the commencement of the renewal term. In the event that the client terminates the contract within the term, the Client will be liable for the full cost of equipment as supplied by The Greener Side and/or the cost of the removal of the same.
- 6.2 In the event that the Client wishes to terminate this Contract at any time other than provided for in 6.1 above the Client agrees to pay The Greener Side as liquidated Damages for the balance of the contract period, a sum equal to pro rata charge based on the average over the last 12 months of Trading.
- 6.3 Times and Dates quoted by The Greener Side for undertaking the Services are intended as estimates only and will not be of the essence of the Contract in this respect.
- 6.4 Unless agreed otherwise in writing, all prices quoted to the Client are exclusive of Value Added Tax, or any similar tax levied by the Government on the value of services, which shall be added to the invoice and paid by the Client.
- 6.5 All prices quoted to the Client are exclusive of local government and Central Government fees or any other similar charges so levied on the Handling and Disposal of Waste. These charges will be added to the invoice and paid by the Client.
- 6.6 We do not accept liability for consequential loss, either specifically or by omission, except for a liability as a direct result of a failure by employees of The Greener Side up to a maximum sum



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represented by the transport rate charged for the particular consignment. We cannot accept liability in the event of a late collection or delivery.

- 6.7 The Client shall be liable to pay demurrage for unreasonable detention of any vehicle or trailer at The Greener Side's current demurrage rates, unless otherwise agreed in writing. The statutory rights of the Carrier against any other person in respect thereof shall remain unaffected. Unreasonable detention is waiting time at the customer's premises, or further premises and sites nominated by the customer, other than mandatory driver resting time.
- 6.8 For materials that are incorrectly put into the recycling containers or sent as recycled Waste Materials but are not listed in clause 5.1 of the Service Level Agreement will be charged at £ 170.00 per tonne, with a minimum charge of £ 70.00 per consignment. Any medical waste will be charged at £145 per item.

## **7 VALIDITY**

- 7.1 If any condition or any part of any condition is held by any court or competent authority to be void or unenforceable, in whole or in part, these Terms and Conditions will continue to be valid as to all other provisions and the remainder of the provision.
- 7.2 These terms and conditions may be updated from time to time. The latest version will be posted on [www.greener-side.co.uk](http://www.greener-side.co.uk) and will be valid at the time of posting.

## **8 WAIVER**

- 8.1 No waiver or forbearance by The Greener Side or the Client whether express or implied in enforcing any of its rights under these Conditions will prejudice its rights to do so in future.

## **9 JURISDICTION**

- 9.1 These Terms and Conditions and the Contract shall be governed by the laws of England and any dispute shall be subject to the exclusive jurisdiction of the English courts.