1. General

1.1 Why you should read these Terms These are the terms and conditions on which we supply the Services describes below to you. By submitting an order or accepting a quotation, you accept these terms. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end your contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, then please contact us.

1.2 We don't give business customers all the same rights as consumers. For example, business customers can't cancel their orders, they have different rights where there is a problem with the service and we don't compensate them in the same way for losses caused by us or our services. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are obtaining our services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

1.3 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Definitions used in these terms

2.1 When the following words with capital letters are used in these Terms, this is what they mean:

Law: the requirements of any statute, act, regulation, order, statutory instrument, European Community legislation or directive having direct effect, bye-law, order of any government department, local authority or other public or competent authority, guidelines contained in government waste management papers and codes of practice having the force of law.

Non-Acceptable Waste: means asbestos, fridges, freezers, televisions, monitors, gas bottles, batteries, florescent light tubes, paint tins, tyres, upholstered domestic seating and hazardous wood.

Services: the provision of a Skip and waste collection service.

Skip: a 3/6/8yd or 12yd open waste skip or an 8yd or 12yd enclosed skip as detailed in your order.

Terms: the terms and conditions set out in this document.

3. Information about us and how to contact us

3.1 Who we are. We are Cumbria Waste Recycling Limited. Our company registration number is 03162439 and our registered office is at Unit 5a Wavell Drive, Rosehill Industrial Estate, Carlisle, Cumbria CA1 2ST.

3.2 How to contact us. You can contact us by calling the telephone number 0345 241 3333 or emailing enquiries@cumbriawaste.co.uk

3.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3.4 “Writing” includes emails. When we use the words “writing” or “written” in these Terms, this includes the use of emails.

4. Our Contract with you

4.1 We only accept orders when we've checked them. We will contact you to confirm we've received your order and whether it has been accepted. At this point a contract will come into existence between you and us. The contract will include your order details and these Terms.

4.2 Sometimes we reject orders. Sometimes we reject orders, for example, because a credit reference we have obtained is unsatisfactory or because you are located outside our delivery areas, as stated on our website. When this happens, we let you know as soon as possible and refund any sums you have paid.

4.3 What you must pay. The Services cost the price we agree with you during the order process. Payment must be made at the time that we accept your order. We accept payment by credit or debit card. We do not accept payment by cash, postal order or cheque.

**4.4** We will pass on increases in VAT.If the rate of VAT changes between your order date and the date we supply the services, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

4.5 If you are a business customer you have no set-off rights. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.6 We charge interest on late payments. If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

4.7 We're not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team on 0345 241 3333 to end the contract and receive a refund for any Services you have paid for in advance, but not received.

4.8 We charge you if you don't give us information we need or do preparatory work as agreed with us. We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery, siting of the Skip or to provide the Services or if you don't do the preparatory work as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower, reschedule services or obtain licences from the local authority.

5. Your rights to make changes

5.1 Please contact us if you wish to change you order. We will let you know about any changes to the price of the Services, the timing of supply or anything else that would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change

6. Your obligations

6.1 You must ensure that that no Non-Acceptable Waste is presented for collection. We may refuse to collect Non-Acceptable Waste. We may require additional payment and further information from you before we can collect Non-Acceptable Waste. We will inform you of any change in price and further information required and will ask you to confirm whether you wish to go ahead.

6.2 It is your responsibility to remove any Non-Acceptable Waste. We will not perform the Services until all Non-Acceptable Waste is removed.

6.3 Your must ensure that the Skip is not overflowing. You must ensure that the contents of the Skip do not come above the height of the side of the Skip. Failure to do this might result in us not being able to collect the Skip and you being charged an additional fee. The driver reserves the right to refuse to collect the Skip if it is apparent that the contents are above the height of the side of the Skip.

6.4 You must ensure that there is suitable access to provide the Services. If you fail to do so we will not provide the Services on the proposed collection date but we may still charge you for the Service due to our waste journey and administration time incurred.

6.5 You will confirm that you have full authority to dispose of the waste. We will collect the waste on the basis that it is yours and that you take full responsibility for it. You will protect is from and pay to us the amount of any claims made by any other person against us if the waste is not yours or you do not have full authority to dispose of it.

6.6 You must not breach the Law. If you breach the Law and we suffer any loss or there are costs which arise from you breaching the Law then you will have to reimburse us for all losses and any costs we incur because of your breach.

7. The Skip

7.1 Length of hire. All Skips are provided with an initial 2 week period starting on the date of delivery. After this period a hire extension charge will be applicable for each additional 2 week period or part thereof. Should you require an extension to the initial time period, you must contact us to arrange an alternative collection date. Failure to do so may result in the skip being collected by us without further notification.

7.2 You must take care of the Skip. You must not move, relocate, damage, allow fires in, permanently mark or paint the Skip. The Skip will remain our property. You will not own the Skip.

7.3 If a Skip is damaged, lost, stolen or permanently marked or painted we may charge you a fee of up to £2,000 plus VAT. If a Skip is damaged due to reasonable wear and tear or was damaged whilst we were providing the Services we will not charge you a fee.

7.4 You must not move the Skip. You must not move the Skip from where it was placed on delivery without first obtaining our consent.

7.4 Permission to leave a Skip on the Public Highway. Where you need to put your skip on a public highway (such as the street that you live on), you will need permission from your local council. This permission is often called a ‘permit’ or a ‘licence’. Where you need such permission, we will either use an existing permission we have with your local Council or we will apply for this permission for you. You promise to follow all the conditions of that permission.

7.5 Reimbursement of Skip permit costs. Where the Skip is booked with a Skip permit, any cancellation made prior to receiving your skip will result in a charge for the permit fee and any costs we incur. Your are also responsible for ensuring that any lights or cones provided with the Skip are not interfered with or tampered with.

7.6 Skip permit time limits apply. When booking a skip with a permit the Skip must be used within the period of time that the Skip permit lasts for. You may extend this by getting in touch with us. We reserve the right to remove the Skip when the skip time has lapsed unless you tell us otherwise.

7.7 Reimbursement of costs and any loss we suffer. If you break your promise in clause 7.2 or 7.4 and breach the conditions in any permission and we suffer a loss or there are costs which arise from you breaching the conditions of the permission, then you will reimburse us for all losses and any costs that we incur.

8. Delivering and Collecting Skips

8.1 Delivery or Collection Dates. We will endeavour to provide the Services on any date specified to you however we reserve the right to change the delivery/collection dates. If we change your delivery/collection dates we will notify you.

8.2 If your delivery/collection is missed. Please contact us within 24 hours of your scheduled delivery/collection date.

8.3 Damage caused during the collection or delivery of a Skip. We do not accept liability for any damage caused to driveways, block paving or gardens that occurs whilst we are delivering or collecting your Skip. It is your responsibility to provide items that will prevent any damaged being caused by the skip. We suggest using wood planks.

8.4 Damage caused to property. We do not accept liability for damage caused to property boundaries, when the Skip is to be lifted over a wall/fence at your request. The driver reserves the right to refuse to deliver the Skip if the risk of such damage is apparent. The driver also reserves the right to refuse to deliver or collect the Skip where he believes it could cause damage to the property or risk the safety of others.

9. Your right to end the Contract

9.1 If you are a consumer you have a legal right to change your mind for the Services that you have ordered from us and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

9.2 **When you can't change your mind**. You can't change your mind in respect of Services, once they have been completed.

9.3 **The deadline for changing your mind**. If you change your mind about the Service you must let us know no later than 14 days after the day we email you to confirm we have accepted your order. However, once we have completed the Services you cannot change your mind about those Services, even if the 14 days is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

9.4 **How to let us know**. To let us know you want to change your mind, contact our Customer Service Team on 0345 241 3333 or email us at enquiries@cumbriawaste.co.uk. Please provide your name, address, order reference and, where available your telephone number and email address.

9.5 **When and how we refund you**. We will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We will refund you by the method you used for payment. We don't charge a fee for the refund.

10. Our right to end the Contract

10.1 **We may end the contract if you break it.** We can end our contract with you and stop the Services and claim any compensation due to us (including enforcement costs) if:

* You don’t make any payment to us when its due and you still don’t make payment within 5 days of our reminding you that payment is due:
* You don’t within a reasonable time of us asking for it, provide us with information, co-operation or allow us the access we need to provide the Services;
* You don’t, within a reasonable time, either allow us to deliver the Skip to you or collect it from you.

**11. WE DON’T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR SERVICES**

11.1 **Our liability to consumers**. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

* **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
* **Caused by a delaying event outside our control**. As long as we have taken the steps set out in clause 4.7.
* **Avoidable.** Something you could have avoided by taking reasonable action.
* **A business loss**. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in *Your rights if you are a business*.

11.2 **Our liability to businesses**. If you're a business, then, except in respect of the losses described in *Losses we never limit or exclude*:

* we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
* our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £10,000.

11.3 **Losses we never limit or exclude**. Nothing in these terms shall limit or exclude our liability for:

* death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
* fraud or fraudulent misrepresentation;
* breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
* any matter in respect of which it would be unlawful for us to exclude or restrict liability.

12. How we may use your personal information

12.1 We use your personal data as set out in our Privacy Notice. We will use the personal information you provide to us in accordance with our privacy policy [Privacy Policy - Cumbria Waste Recycling Ltd](https://cumbriawaste.co.uk/privacy-policy/)

12.2 How we will use your personal information. We will use your personal information to:

* supply the Services to you;
* process your payment for the Services; and
* if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

13. Resolving disputes with us

13.1 You have several options for resolving disputes with us:

Our complaints policy. Our Customer Service Team who can be contacted on 0345 241 3333 will do their best to resolve any problems you have with us or our products as per our Complaints procedure: [Complaints Procedure - Cumbria Waste Recycling Ltd](https://cumbriawaste.co.uk/wp-content/uploads/2024/03/Complaints-Procedure.pdf)

**You can go to court.** These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

14. Other important terms apply to our contract

14.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying the Service**. We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract.

14.2 **You can only transfer your contract with us to someone else if we agree to this**. We will not unreasonably withhold our position

14.3 **Nobody else has any rights under this contract**. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

14.4 **If a court invalidates some of this contract, the rest of it will still apply**. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

14.5 **Even if we delay in enforcing this contract, we can still enforce it later**. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn’t mean we can't do it later.