



Clinical Waste Solutions  
Caring for our environment

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## TERMS AND CONDITIONS OF SERVICES

### 1. Interpretation

1.1.1. In these Conditions the following words and phrases shall have the following meanings unless the context requires otherwise:

2. **Additional Services:** any other services other than the Services agreed to be provided by the Company to the Customer on agreed terms and set out as such in the Services Sheet or specification or that may be agreed between the parties in writing from time to time;
3. **Charges:** the Company's charges as set out on the Charges Sheet or the Contract and from time to time for the provision of the Materials and Services unless otherwise expressly agreed with the Customer;
4. **Charges Sheet:** the sheet or document setting out the applicable Charges in respect of the Services;
5. **Customer:** the person, company, firm or entity being party to the Contract and to whom the Services are provided;
6. **Company:** Clinical Waste Solutions Limited (company No: 04508250) whose registered office is at 4 Cedar Park, Cobham Road, Ferndown Industrial Estate, Wimborne, BH21 7SF;
7. **Confidential Information:** all and any information (including information of whatever nature relating to the business of either party that is supplied as a result of the Contract.
8. **Contract:** the contract between the Company and the Customer (in whatever form) for the provision of the Materials and Services to which these Conditions relate (whether appended, incorporated or attached);
9. **Customer Material:** any Documents or other materials, and any data or other information provided by the Customer relating to the Services;
10. **Documents:** includes, in addition to a document in writing, any map, data, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device (electronic or otherwise) embodying any other data;
11. **EPA:** the Environmental Protection Act 1990;
12. **Materials:** any bins, containers, waste bags, refuse disposal unit or other materials provided by the Company in connection with or relating to the Services;
13. **Services:** the services agreed to be provided by the Company to the Customer and set out in the Services Sheet (and the "Services" shall include the Additional Services where the context admits) and/or Contract and may include any or all of the following: collection and disposal of clinical waste services;
14. **Services Sheet:** the sheet or document setting out the Services agreed to be provided under or pursuant to the Contract;
15. **Term:** the period from the start date to the end date (being and including any minimum or initial period for the provision of the Services) as set out or agreed under the Contract and continuing thereafter in full force and effect unless terminated in accordance with the provisions of these Conditions;
16. **VAT:** Value Added Tax.
17. **Purpose and Understanding**
- 17.1. These Conditions shall apply as between the Company and the Customer in respect of the Materials and Services provided under the Contract.
- 17.2. The Customer shall engage the Company under the Contract on an exclusive basis for the entire duration of the Contract and any additional periods during which the Company is engaged to provide the Materials and/or Services.
18. **Materials and Services**

- 18.1. The Customer pursuant to the Contract engages the Company to provide the Materials and Services to the Customer and the Company agrees to provide the Materials and Services for the term of the Contract subject to these Conditions with reasonable care and skill.
- 18.2. All proposals made, quotations given, instructions accepted and contracts entered into by the Company with any person for the supply of the Materials and Services are subject to these Conditions to the exclusion of any other terms and conditions subject to which the Contract is accepted or purported to be accepted by the Customer. Any changes or additions to the Materials and Services or these Conditions must be agreed in writing by the Company.
- 18.3. The Services shall insofar as is reasonably practicable be provided in accordance with the Customers Requirements as detailed on the Customer Agreement Form but subject to these Conditions and shall be performed at such times as the Company shall in its sole discretion decide and during its normal business hours excluding United Kingdom public holidays.
- 18.4. The Company may at any time without notifying the Customer make any changes to the Materials and Services which are necessary to comply with any applicable safety or other statutory requirements as set out under the EPA, the Collection and Disposal of Waste Regulations 1988 and the Control of Pollution Act 1974 or any other applicable law or regulations, or which do not materially affect the nature or quality of the Services.
- 18.5. The Customer shall afford to the Company all reasonable co-operation in all matters relating to the performance of the Company's obligations under the Contract. In particular but without limitation to this Clause, the Customer shall:
  - 18.5.1. promptly and fully respond to all communications of the Company relating to the provision of the Materials and Services and ensure (if applicable) that appropriate and suitably qualified members of the Customer's staff are at all reasonable times available to liaise with the Company on matters relevant to the provision of the Materials and Services;
  - 18.5.2. obtain or assist the Company to obtain at the Customer's cost all necessary licences and consents required or reasonably necessary to enable the Company to properly and lawfully provide the Materials and Services to the Customer;
  - 18.5.3. provide proper and clear instructions to the Company in respect of its requirements in relation to the Materials and Services, the Additional Services or in connection with the Contract; and
  - 18.5.4. pay all Charges promptly when due and if not paid on the due date to pay such applicable default interest at the specified rate from time to time in force.
- 18.6. The Company may elect to suspend the provision of Services if the Customer is in breach of any of the provisions of the Contract and these Conditions and may at its entire discretion first serve notice of its intention to suspend provision of the Services and allow the Customer seven (7) days to remedy such breach failing which the Services shall be suspended upon notice without prejudice to the payment obligations and liability of the Customer.
- 18.7. The Company reserves the right to reject the collection of any Materials that are deemed by the Company, at its sole discretion, to be above the recommended weight;
  - 18.7.1. 1100ltr bin should weigh no more than 95kg;
  - 18.7.2. 770ltr bin should weigh no more than 75kg; and
  - 18.7.3. 360ltr bin should weigh no more than 25kg.
- 18.8. The Customer must ensure that all unit lids are properly closed and secured prior to collection by the Company.
- 18.9. All waste must comply with the terms of the EPA 1974 or any other applicable law or regulations.

- 18.10. the servicing of all wastes by the Company will be subject to the completion of the necessary documentation by the Customer as require under the EPA.
- 18.11. The Company has the right to reject any waste where there has been a failure to comply with any of the requirements in this clause. In the event of such a rejection the Customer will immediately remove the relevant waste from the collection point and clean up any leakage that may have occurred at its own expense.
- 18.12. The Customer will indemnify The Company in full; for any loss, damages and expenses incurred as a result of the rejection of the waste.
- 18.13. All Materials supplied on loan or hired to the Customer under the Contract shall be made available for collection by the Company immediately upon the termination of this contract. The Customer will be responsible for ensuring that the Materials are in a clean and tidy condition and in a state of good repair at the point of collection at the end of the Contract. All Materials being returned must be empty and free from waste.
- 18.14. The Company reserves the right to charge the cost of replacement or repair of any Materials not returned or returned damaged by the Customer or returned containing waste.
- 19. Entire agreement**
- 19.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.
- 20. Charges and Payment**
- 20.1. The Company's Charges for the relevant Services are due and payable as specified in the Contract or any Charges Sheet and will be made promptly in GBP pounds sterling no later than 30 days from the date of the Company issuing the Customer with an invoice.
- 20.2. If during the first 24 months of the Contract the Customer requirements change, the Company will be entitled to make an additional charge according to the changes.
- 20.3. All Charges and sums quoted (unless otherwise specified) are exclusive of any VAT, for which the Customer shall be additionally liable at the applicable rate from time to time.
- 20.4. If the Charges are not paid by the due dates, interest shall accrue on the unpaid portion of the Charges at the rate of eight (8) per cent per annum above the base rate from time to time of Lloyds Bank plc. If any payments remain outstanding for 14 days or more, the Customer's access to the Services may be suspended. The Customer agrees to pay all fees incurred by the Company in collecting outstanding Charges or sums.
- 20.5. Subject to any special terms agreed in writing by the parties, the Customer shall pay the Charges and any expenses together with such additional sums which are agreed between the Company and the Customer for the provision of the Services and any Additional Services or which, in the Company's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Customer Material or any other cause attributable to the Customer.
- 20.6. The Company reserves the right to charge for any additional bags that the Customer requires to be collected by the Company. For each kilo (kg) of additional waste, over the recommended bin guidelines as set out in clause 18.7, that is collected an additional charge of £0.18p per kilo (kg) will be payable by the Customer at the Company's discretion. Any additional fees will be invoiced for by the Company in the usual way.
- 20.7. In the absence of agreement, the Company's standard charges and rates shall apply. The Company shall be entitled to vary its standard Charges from time to time by giving not less than fourteen (14) days' written notice to the Customer.
- 20.8. The Customer shall reimburse the Company for all out of pocket expenses, travel costs and expenses, operating costs, and disbursements incurred by it in connection with the Services.
- 21. Data Protection**
- The Customer is responsible for ensuring that any "Personal Data" (as defined by the Act) it supplies to the Company has been collected within the terms of the Data Protection Act 1998. The Company agrees to process the data in accordance with lawful and reasonable written instructions provided by the Customer.
- 22. Limitation of Liability**
- 22.1. Save for the death or personal injury caused by the Company in negligence or fraudulent misrepresentation (liability for which is not excluded):
- 22.1.1. the entire aggregate liability of the Company under or in connection with the Contract, its performance or non-performance, howsoever arising (including negligence) shall not exceed the amount of the charges paid by the Customer to the Company for the provision of the Services and any Additional Services in the twelve month period proceeding the date the liability arose, less the amount of any other claim made in those preceding twelve months.
- 22.2. The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible or any other fault of the Customer.
- 22.3. The Company shall not be liable to the Customer for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss, loss of goodwill, data and all other such loss (whether or not arising in the normal course of business), or other economic loss or other claims however caused under the Contract or its performance or non-performance.
- 22.4. The Customer agrees and acknowledges that the allocation of risk in this clause is fair and reasonable in the circumstances having been taken into account by the Company in setting the level of Charges and agreeing the extent of Services.
- 23. Term and Termination**
- 23.1. The Term of the Contract shall be for a period of 24 months.
- 23.2. The Contract may be terminated:
- 23.2.1. by either party immediately if the other commits any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within twenty-one (21) days of a written request to remedy the same;
- 23.2.2. after the expiry of the initial 24 month fixed term period, by either party upon service of 3 months' notice in writing to the other to expire on or at any time after the initial 24 month fix term period.
- 23.2.3. forthwith by the Company upon notice if the Customer fails to make payment of any sums due or Charges pursuant to the Contract or Services on the due date;
- 23.2.4. within ten (10) days of the Customer receiving notice from the Company that the charges for the supply of the Materials and/or Services under the Contract will be increased;
- 23.2.5. forthwith by either party if the other shall convene a meeting of its creditors (or be made bankrupt, if an individual) or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented (and not discharged within fourteen (14) days) or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); and/or
- 23.2.6. forthwith by the Company upon notice if any analogous event to the matters set out in the foregoing sub-clause occurs in relation to the Customer in its jurisdiction or under applicable law.
- 23.3. Any termination of the Contract pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 24. Force Majeure**
- The Company shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay due to any circumstance beyond its reasonable control.
- 25. Dispute Resolution**
- 25.1. The parties will each use their reasonable efforts to negotiate in good faith to settle any major or material dispute that may arise out of or relate to the Contract, these Conditions, the Services or any breach of contract. If any such dispute cannot be settled amicably through ordinary negotiations by the respective representatives within 5 business days of the dispute arising, the dispute shall be referred to the senior representatives nominated by the managing director of the Company and the Customer's managing director who will meet in good faith in order to try and resolve the dispute.
- 25.2. If the dispute cannot be resolved as a result of such meetings either party may refer any dispute to litigation.

**26. Confidential Information**

The parties agree not at any time during or after the Term to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.

**27. Notices**

Any notice or other communications to be given under the Contract shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery to the relevant address(es) stated in the Contract (or to such other address as the addressee may from time to time have notified for that purpose) or sent by facsimile transmission to the relevant number. Communications shall be deemed to have been received, if delivered by hand at the time of delivery, if posted, two (2) working days after posting, and if sent by fax transmission or email, at the date of transmission if set before 5pm, any notice sent after will be deemed to have been received on the next working day.

**28. Acknowledgements and General Matters**

- 28.1. The parties acknowledge that the Services are not fault free and it may be impaired by matters, conditions or circumstances beyond the Company's control and the Customer will be entitled to the quality of Service generally provided by the Company to their customers.
- 28.2. It is acknowledged that the Company shall not be liable for breach of contract or any other failure or defect in performance of the Services (or any Additional Services, work or project) which are performed other than by employees of the Company or performed by the Customer or its agents or their employees or by any other third parties.
- 28.3. If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court or authority of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provisions eliminated.
- 28.4. The Company may employ sub-contractors for carrying out any part of the Services.

28.5. These Conditions (together with the terms (if any) set out in the Contract, any Services Sheet or specification and/or Charges Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

28.6. All, save as expressly stated in these Conditions, warranties, terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

28.7. In the event of any conflict between the provisions of these Conditions and the Services Sheet or Charges Sheet, these Conditions shall prevail. In the event of any conflict between the Contract provisions and these Conditions, the parties shall adopt the meaning which best gives commercial efficacy to the Contract having regard to the Company's original intention.

28.8. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right. No waiver shall be effective unless in writing and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

28.9. The parties acknowledge and agree that the Contract shall not establish or constitute any relationship of partnership, joint venture, franchise or agency between the parties and except as otherwise expressly provided or agreed neither party shall have the power to bind the other without the other's prior written consent.

28.10. The Customer shall not assign, transfer, mortgage, charge, otherwise encumber or deal with (including by declaration of trust over it) all or any of its rights or obligations under this Agreement without the written consent of the Company.

28.11. Except as expressly provided (including in respect of indemnity), the parties do not intend any term of this Contract to create any rights or benefits to any other party other than the parties to the Contract or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any third party which exists or is available apart from the Act.

28.12. The Contract and these Conditions shall be governed by the laws of England and Wales, and the Customer submits to the exclusive jurisdiction of the courts of England and Wales.