



# NEW CUSTOMER ACCOUNT FORM

## AWG GREEN WASTE

Former Clayton Barracks, Thornhill Road, Aldershot, GU11 2BN

Opening hours: Monday to Friday 08:00 – 17:00

Office: 01252 318500

W: [www.awggreenwaste.com](http://www.awggreenwaste.com) E: [info@awggreenwaste.com](mailto:info@awggreenwaste.com)

Please complete this form using **black** ink in **BLOCK CAPITALS**



### COMPANY DETAILS

Company Name			
Trading Name (if different)			
Formation (Please tick)		PLC <input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other <input type="checkbox"/>	
Registered Company Address			
County			
Postcode			
Company Registration No.			
VAT Registration No.			
Contact Name		Job Title	
Telephone No.		Mobile No.	
Email Address			
Vehicle registration(s)			

### INVOICING DETAILS

(Please complete if details differ from above)

Address			
County			
Postcode			
Contact Name		Job Title	
Telephone No.		Ext No.	
Email Address			

### ADDITIONAL INFO.

Nature of Business			
Type of account required (please tick)	CASH <input type="checkbox"/> (Immediate payment before tipping)	ACCOUNT <input type="checkbox"/> (7 day invoicing)	

### DECLARATION

I confirm that I have read & accept the Summary of Terms & Conditions on the reverse of this Account Form & I understand that a full version of the Terms & Conditions are available to view on the website: <a href="http://www.awggreenwaste.com">www.awggreenwaste.com</a> <input type="checkbox"/> (Please Tick)			
Print Name		Signature	
Job Title		Date	/ / 2019

### TRADE REFERENCES

<b>Ref 1 - Company Name</b>			
Address			
Contact Name		Job Title	
Telephone No.		Ext No.	
Email Address			
<b>Ref 2 - Company Name</b>			
Address			
Contact Name		Job Title	
Telephone No.		Ext No.	
Email Address			

### Office use ONLY

Permit number(s)			
Office Approved		Date	

## SUMMARY OF OUR TERMS & CONDITIONS:

A full copy of our Terms & Conditions can be found on our website:  
[www.awgreenwaste.com](http://www.awgreenwaste.com)

## LARGER PRINT ALSO AVAILABLE UPON REQUEST.

### 1. Interpretation

#### 1.1 In these Conditions:

"CLIENT" means the natural person or persons, firm, partnership, company, corporation, association, organisation or other body or entity named on the Sales Order Confirmation for whom the Company has agreed to provide the Specified Service in accordance with these conditions and those set out in the Sales Order Confirmation

"COMPANY" means AWG Green Waste Ltd (registered in England) under number

11833853 "COMPANY'S STANDARD CHARGES" means the charges shown on the Sales Order Confirmation "CONTRACT" means the contract for the provision of the Specified Service

"SALES ORDER CONFIRMATION" means the confirmation sent by the Company to the Client within 7 days of an order being placed by the Client whether in writing or orally for the supply of services by the Company to the Client

"SITE" means the site where the Specified Service is to be provided

"SPECIFIED SERVICE" means the sole and exclusive supply of waste management, recycling and environmental services to the Client and which may be varied from time to time by the Sales Order Confirmation

"INCORRECT MATERIAL" means any waste material that falls outside of the description specified in the Company's quotation & Sales Order Confirmation

"CONTRACT PERIOD" means a minimum period of 12 months from the commencement of the Specified Service, unless otherwise agreed in writing between the Company's Authorised Representative and the Client

"ACCEPTANCE" means acknowledgement by the Client that once the Specified Service has commenced the Client accepts the Company's standard terms and conditions (full version available on our website [www.awgreenwaste.com](http://www.awgreenwaste.com)) and such conditions of Contract take precedent over any other terms and conditions that exist or existed between the Company and the Client (and for avoidance of doubt can not be varied in any way, including by way of the Client's purchase order or acknowledgement of the Sales Order Confirmation, without the express written agreement of an authorised representative of the Company, prior to the commencement of the Specified Service)

"SERVICE PROVIDER" means those persons or organisations, other than the Company's employees, that are retained or employed by the Company to carry out partial or total performance of the Contract

"CONFIDENTIAL INFORMATION" means any information that is clearly identified as confidential at the time of disclosure or by its nature confidential

"PERSONAL DATA" has the same meaning as section 1(3) of the Data Protection Act 1984

"AUTHORISED REPRESENTATIVE" means the person or persons authorised by the Company to act on behalf of the Company in relation to the Contract and will be of no lesser designation than that of a Director

### 2. Supply of the Specified Service

2.1 The Company shall provide the Specified Service to the Client subject to these Conditions. Full Terms and Conditions can be found on our website [www.awgreenwaste.com](http://www.awgreenwaste.com)

2.2 The Client shall, at its own expense, supply the Company with all necessary documents or other materials, and all necessary data or other information relating to the Specified Service within sufficient time to enable the Company to provide the Specified Service in accordance with the Contract and, in particular, shall supply an accurate description of any materials or waste to be handled or collected by the Company or its Service Provider, agent, sub-contractor or employee during the provision of the Specified Service or if it is unable to give an accurate description allow the Company to carry out an analysis of any such materials or waste at the Client's expense. Where such information is supplied by the Client, the Client shall be responsible for its accuracy and that of any information supplied by its agent(s) or employees, to the Company

2.3 The Company may correct any typographical or other errors or omissions in any Sales Order Confirmation or invoice relating to the provision of the Specified Service without any liability to the Company

### 3. Charges

3.1 Subject to any special terms agreed, the Client shall pay the Company's Standard Charges and any additional sums which are applicable to the provision of the Specified Service or which, at the Company's sole discretion, are charged as a result of the Client's instructions or lack of instructions, or any other cause attributable to the Client including the provision by the Client of Incorrect Material

3.2 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate

3.3 The Company shall be entitled to invoice the Client at any time following the provision of the Specified Service unless it has been agreed otherwise in writing, by the Client, with the Company's Authorised Representative

3.4 The Company's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any off-set or other deduction) within 30 days of the date of the Company's invoice

3.5 The Client's attention is drawn to prompt resolution of queries. Any queries must be provided in writing to the Company's credit control department within 7 days of the date of Company's invoice.

Failure to notify queries as defined in 3.5 will confirm acceptance by the Client of the Company's invoice and render it due for payment

3.6 If payment is not made on the due date, the Client's account will be placed on Stop. The Company shall be entitled, without limiting any other rights it may have, to apply a late payment fee of 25% of the invoice total and charge interest on the outstanding amount (both before and after any judgment) at the rate of 3% above the base rate from time to time of Lloyds Bank Plc, from the due date until the outstanding amount is paid in full.

Additionally, the Company will have the right to seek court action for the recovery of any outstanding amounts and be entitled to reimbursement by the Client of all associated costs of taking such action, not limited to all legal and collection agency costs associated with the recovery of the outstanding amounts, together with an administrative fee(s) deemed

reasonable by the Company at the time of taking such action, to cover the Company's own internal costs, associated with such action. Details of the Company's current administrative fee(s) are available by contacting the Company's Credit Control Department.

3.7 The Company may vary the Standard Charges.

3.8 The Client is responsible for their tipping permit at all times & any losses must be reported immediately. The Client is responsible for all activity & payments due on the permit up until the date / time that the loss or theft is reported.

### 4. Warranties and Liability

4.1 The Company warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Sales Order Confirmation and within the days and times referred to in the Sales Order Confirmation.

4.2 Except as expressly provided in these Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any:

(a) death or personal injury other than death or personal injury caused by the Company's negligence; or

(b) damage to the tangible property of the Client or any third party unless such damage is caused by the negligence of the Company (but in any event the Company shall not be responsible for the damage described in condition 5.4)

(c) loss of profits; or

(d) loss of business; or

(e) depletion of goodwill and/or similar losses; or

(f) loss of anticipated savings; or

(g) loss of contract; or

(h) loss of use; or

(i) loss or corruption of data or information; or

(j) indirect, special or pure economic loss, damage, costs, expenses or other claims which arise out of or in connection with the provision of the Specified Service

4.4 In any event, the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Specified Service, except as expressly provided in these Conditions

4.4 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Company's reasonable control

4.5 Nothing in these Conditions limits or excludes the liability of the Company for death or personal injury resulting from its negligence or any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company

Commercial Operating Procedures for Supply of Services

### 5. Obligations of the Client

5.1 The Client shall inform the Company of and comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the Site

5.2 The Client shall ensure that any materials or waste tipped off at the Site corresponds with any description given by the Client prior to the commencement of the Specified Service and/or contained in the Company's quotation and Sales Order Confirmation and, unless otherwise agreed in writing with the Authorised Representative of the Company, is packaged or contained adequately, safely and in accordance with any relevant legislation. The Company, without liability, is entitled to refuse to deal with any materials and waste that do not comply with this condition or recover any additional cost from the Client in relation to the handling or disposal of the Incorrect Material or waste.

5.3 The Client shall obtain and maintain all necessary licences, permits and consents of their own and comply with all relevant legislation in relation to the Specified Service and ensure that they are in place before the date on which the Specified Service is due to commence. In circumstances where the Client fails to comply, the Client will indemnify the Company against all costs and fines, including any legal costs in defending such actions, incurred by the Company as a result of the Client's failure to comply and will reimburse the Company accordingly for the said amounts

5.4 The Client shall be responsible for and indemnify the Company and its nominated service providers and agents in respect of all, costs, charges or losses sustained or incurred by the Company (including direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person) arising directly or indirectly from the Client's fraud, negligence or failure to perform or delay in the performance of any of its obligations in respect of these Conditions

5.5 The Client will not place non-accepted materials or Hazardous Waste as defined in the Hazardous Waste Regulations 2005 or any modification thereto, in to the Company's Service Provider's container(s) or yard at any time and the Client will indemnify the Company against all costs, including any additional costs of removing and disposing of the waste, or any fines, or any other litigation costs that may be applicable to the said waste being placed into the container, site or yard without the Company's consent

### 6. Termination

6.1 The Client shall be entitled to terminate the Contract and close their account with the Company at any time by giving 7 days notice in writing.

6.3 On termination of the Contract or closure of account, for any reason:

(a) the Client shall immediately pay to the Company all of the Company's outstanding invoices and interest and, in respect of any services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;

### 7. Timing

7.1 The Company will use its best endeavours to provide the Specified Service on the date and time that has been scheduled but accepts no liability or loss resulting from any changes to the timings of the Specified Service

### 8. Insurance

8.1 Unless otherwise agreed in writing by the Authorised Representative of the Company, the Company will insure against its liability to an amount of, £10 million for Employers liability, £10 million for Public liability and £10 million for Products liability.

### 9. Notices

9.1 Any Notice shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice

9.2 All written and oral communications, notices and documents relating to the Contract shall be in English

### 10. Data Protection

10.1 All parties must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998, and any subsequent revision of this Act and in particular the Client must ensure compliance with the Company's security arrangements and ensure the reliability of its staff that has access to any personal data held.

### 11. Waiver

11.1 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of those rights, 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

### 12. Contracts (Rights of Third Parties) Act

12.1 No provision of this Contract shall confer on any third party any benefit or right enforceable at the option of that third party against the parties to this Contract, except where expressly permitted in this Contract

### 13. Severability

13.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected

### 14. Law

14.1 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts