

**IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE YOU SUBMIT YOUR ORDER TO US.** These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**1. DEFINITIONS**

- 1.1 The definitions and rules of interpretation in this clause apply in these terms:
  - 1.1.1 **ASH:** Ash Waste Services Limited, as further detailed at Clause 3 below.
  - 1.1.2 **Contract:** the waste collection agreement, and any continuation thereof, entered into between ASH and You.
  - 1.1.3 **First Collection:** the first time ASH collects waste from You in relation to the request made in the Online Order Form.
  - 1.1.4 **Initial Payment:** the payment to be made on placing an order for ongoing Services.
  - 1.1.5 **Online Order Form:** the order form completed online (either through our website or app) with your request for Services.
  - 1.1.6 **Services:** principally domestic waste collection and disposal but includes any and all services provided or to be provided by ASH to You.
  - 1.1.7 **Service Period:** as defined in Clause 2.3.
  - 1.1.8 **Start Date:** the sooner of (i) the acceptance of your order in accordance with Clause 4.1 or, (ii) the date of First Collection.
  - 1.1.9 **VAT:** value added tax chargeable under English law for the time being and any similar additional tax.
  - 1.1.10 **Waste Containers:** the containers provided to You (whether provided to you by ASH, your local authority or otherwise) for the purposes of storing and the disposal and collection of the your waste.
  - 1.1.11 **You:** the person named in the online form.
- 1.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being.
- 1.3 Any obligation in these terms on You not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

**2. THESE TERMS**

- 2.1 **What these terms cover.** These are the terms and conditions on which we supply The Services to You.
- 2.2 **Duration of the Contract and period of Service.** These terms shall bind you immediately upon the Start Date. The Services will be provided for the duration of the Service Period.
- 2.3 **Service Period shall mean:**
  - 2.3.1 In the case of a one-off collection, until the successful completion of the First Collection;

- 2.3.2 In the case of ongoing services, either 3, 6, or 12 months as requested in the Online Order Form, and confirmed by us via email, starting from the date of the First Collection.

**3. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 3.1 **Who we are.** We are ASH WASTE SERVICES LIMITED a company registered in England and Wales. Our company registration number is 06097593 and our registered office is at The Mill, Morton, Oswestry, Shropshire, SY10 8BH. Our registered VAT number is 879897321.
- 3.2 **How to contact us.** You can contact us by telephoning our customer service team at 0800 035 0447 or by writing to us at enquiries@ashwasteservices.co.uk and Ash Waste Services, Broughton Mills Road, Bretton CH4 0BY.
- 3.3 **How we may contact You.** If we have to contact You we will do so by telephone or by writing (including SMS text message) to You at the email address or postal address or mobile number You provided to us in the Online Order Form.
- 3.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails and also the contact form via our website or app.

**4. YOUR ORDER**

- 4.1 **How we will accept your order.** Our acceptance of your order will take place when we email You to accept it, at which point a contract will come into existence between You and us.
- 4.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform You of this and will not charge You for the Services.

**5. THE COLLECTION/S**

- 5.1 **ASH shall use reasonable endeavours to provide the Services.** Any collection of waste made by ASH shall be in accordance with the relevant legislation.
- 5.2 **The day of your First Collection.** We will endeavour to collect your waste on the day requested in the Online Order Form. We will confirm the exact date [and approximate time] of your collections [24] hours in advance of the collection via [email/our website].
- 5.3 **Ongoing Collections.** Where you have purchased a package for ongoing services, you will need to request collections subsequent to the First Collection, through the [website/app] at least [48] hours in advance of the relevant collection date. We will confirm the exact date [and approximate time] of your collections [24] hours in advance of the collection via [email/our website].
- 5.4 **Where collection cannot be made.** Following confirmation of the scheduled collection in Clause 5.2, what happens if the collection is not completed depends on the reason for its non-completion:
- 5.4.1 **You have not made the Waste Containers available for collection.** Where the Waste Containers have not been put out for collection in accordance with Clause 6.1.2, you will not be entitled to a refund for that collection.
- 5.4.2 **We are unable to make the collection for reasons outside of control.** This could include events such as a vehicle breakdown, staff shortage, adverse weather etc. In this instance,

you will have the option to rearrange your collection, or receive a refund for it.

- 5.4.3 **The Waste Container is overloaded.** See Clause 6.1.5 for what 'overloading' means. Where the Waste Container is overloaded, ASH is not obligated to collect the waste. You will be entitled to a refund for the collection. We reserve the right to deduct our reasonable costs incurred by the failed attendance from the refunded amount.

- 5.5 **Upon your waste being placed in an ASH wagon by ASH, title in and ownership of that waste shall vest in ASH.** You will remain liable to ASH as provided for in Clause 6.1.3 in respect of any substance deposited in the Waste Containers.

## **6. YOUR RESPONSIBILITIES**

- 6.1 You shall:

- 6.1.1 **Co-operate** with ASH in all matters relating to the Services;
- 6.1.2 **Ensure that the Waste Containers are put out for collection.** As outlined at Clause 5.2, You will receive confirmation of the date [and time] of your collection. You must ensure that the Waste Containers are accessible for collection between the hours of 6am and 6pm by putting them in the same location you are required to put them for collection by your local authority. Where the Waste Containers are positioned for collection on your property (e.g. on your driveway), you give us permission to enter your property to carry out the service. It is your responsibility to ensure that Waste Containers are located in a safe position. The driver of the ASH wagon may, at their discretion, refuse to make a collection if they consider that to proceed with the collection would compromise the health and safety of any party;
- 6.1.3 **Only deposit household and/or domestic waste in the Waste Containers.** In particular, You shall not deposit any commercial and/or industrial and/or confidential and/or contaminated waste and/or hazardous waste and/or include waste which requires notification under the Special Waste Regulations 1980. You will not deposit any waste which is not permitted by the local authority which usually supplies your domestic waste collection services;
- 6.1.4 **Place all waste into the Waste Containers in sealed bags.** ASH is not obligated to collect any waste which is not safely and securely deposited in the Waste Containers;
- 6.1.5 **Not overload the Waste Containers.** The driver of the ASH wagon may, at their discretion, refuse to make a collection if they consider that the Waste Container is overloaded. Overloading shall mean:
- a) The Waste Container is too heavy or unsafe to move;
  - b) Placing such waste in the Waste Container so that the lid cannot be closed;
  - c) more than 55kg per cubic metre of waste deposited in the individual Waste Container.

- 6.1.6 **Keep us updated as to your address.** If you move house during the period of Service, you will immediately notify us of your new address so that, if possible, we can continue to make collections from your new address. If we are not able to provide Services at your new address, we will refund any monies which relate to Services not yet provided.
- 6.2 **You warrant that:**
- 6.2.1 The details of your waste requirements given to ASH prior to entering into this agreement (in the Online Order Form or otherwise) are true and accurate; and
- 6.2.2 You are using the Services solely and exclusively in connection with the collection and disposal of household and/or domestic waste.
- 6.3 **Losses caused by You.** You shall be liable to pay to ASH, on demand, all reasonable costs, charges or losses sustained or incurred by ASH (including any 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 and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to ASH confirming such costs, charges and losses to you in writing.
- 6.4 **We can recover costs if You fail to make payment.** In the event that You fail and/or refuse to pay ASH any sum when due, You shall be liable to pay ASH as a debt any reasonable and proportionate costs/charges/fees incurred (including but not limited to legal costs and court fees) by ASH and/or its agents.

## **7. YOUR RIGHTS TO END THE CONTRACT**

**You can always end your contract with us.** Your rights when You end the contract will depend how we are performing and when You decide to end the contract:

- 7.1 **Ending the contract because of something we have done or are going to do.** If You are ending a contract for a reason set out at 7.1.1 – 7.1.5 below the contract will end immediately and we will refund You in full for any Services which have not been provided and You may also be entitled to compensation. The reasons are:
- 7.1.1 we have told You about an upcoming change to the Services or these terms which You do not agree to;
- 7.1.2 we have told You about an error in the price or description of the Services You have ordered and You do not wish to proceed;
- 7.1.3 there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- 7.1.4 we have suspended supply of the products for technical reasons, or notify You we are going to suspend them for technical reasons, in each case for a period of more than one week; or
- 7.1.5 You have a legal right to end the contract because of something we have done wrong.
- 7.2 **Ending the contract by exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services ordered

online You have a legal right to change your mind within 14 days and receive a refund. However:

7.2.1 If You cancel after we have started to provide Services, You must pay us for the Services provided up until the time You tell us that You changed your mind even if the 14 day cancellation period is still running; and

7.2.2 You do not have a right to change your mind once provision of the Services has been completed, even if the 14 day cancellation period is still running.

7.3 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and You do not have a right to change your mind You can still end the contract before it is completed, but You may have to pay us compensation. A contract for services is completed when we have finished providing the services and You have paid for them. If You want to end a contract before it is completed where we are not at fault and the 14 day cooling off period has expired please contact us to let us know. The contract will end immediately and we will refund any sums paid by You for Services not provided but we may deduct from that refund (or, if You have not made an advance payment, charge You) a sum equal to 42% of the refunded amount as compensation for the losses we will incur as a result of your early cancellation.

7.4 **If there is a problem with the Services You may have a legal right to end the contract** (or to have a service re-performed or to get some or all of your money back), See Clause 10.

## **8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

8.1 **Tell us You want to end the contract.** To end the contract with us, please let us know by doing one of the following:

8.1.1 **Phone or email.** Call customer services on 0800 035 0447 or write to us at enquiries@ashwasteservices.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.1.2 **Online.** Complete the [form INSERT LINK TO ONLINE FORM] on our website.

8.1.3 **By post.** Print off the [form INSERT LINK TO PRINTABLE FORM] and post it to us at the address on the form. Or simply write to us at that address, including details of what You bought, when You ordered or received it and your name and address.

8.2 **How we will refund You.** We will refund You the price You paid for the Services, by bank transfer within 7 days of you providing us with the relevant details. However, we may make deductions from the price, as described below.

8.3 **Deductions from refunds if you are exercising your right to change your mind.** We may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when You told us You had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.4 **When your refund will be made.** We will make any refunds due to You as soon as possible. If You are exercising your right to change your mind

then your refund will be made within 14 days of your telling us You have changed your mind.

## **9. OUR RIGHTS TO END THE CONTRACT**

- 9.1 **We may end the contract if You break it.** We may end the contract at any time by writing to You if:
- 9.1.1 You do not make any payment to us when it is due and You still do not make payment within 7 days of us reminding You that payment is due;
  - 9.1.2 You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Service; or
  - 9.1.3 You do not, within a reasonable time, allow us access to the Waste Containers to supply the Services; or
  - 9.1.4 You materially breach this agreement or are made, or in the reasonable opinion of ASH are likely to be made bankrupt.
- 9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 9.1 we will refund any money You have paid in advance for Services we have not provided but we may deduct or charge You a sum equal to 42% of the refunded amount as compensation for the losses we will incur as a result of your doing so.
- 9.3 **We may withdraw the Services.** We may write to You to let You know that we are going to stop providing the product. We will let You know at least one week in advance of our stopping the supply of the product and will refund any sums You have paid in advance for products which will not be provided.
- 9.4 **Nothing in this Clause 9 shall prejudice ASH's other rights or remedies.** The accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

## **10. IF THERE IS A PROBLEM**

- 10.1 **How to tell us about problems.** If You have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0800 035 0447 or by writing to us at [enquiries@ashwasteservices.co.uk](mailto:enquiries@ashwasteservices.co.uk)
- 10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

In relation to the provision of services the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

- b) If You haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If You haven't agreed a time beforehand, it must be carried out within a reasonable time.
- See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

## **11. PRICE AND PAYMENT**

- 11.1 **Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price indicated on the order pages when You placed your order. The price will be made up as follows:
- 11.1.1 In the case of a one-off collection, the charge for that collection; and
- 11.1.2 In the case of ongoing services, the Initial Payment and a subsequent charge for each ordered collection within the Service Period.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that You pay, unless You have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **When You must pay and how You must pay.** We accept payment of all major credit and debit cards. You must pay for the Services in full, before we start providing them, at the time you place your order

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 12.1 **We are responsible to You for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage You suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and You knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **We do not exclude or limit in any way our liability to You where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 12.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 12.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**How we may use your personal information.** We will only use your personal information as set out in our [LINK TO PRIVACY POLICY].

**14. OTHER IMPORTANT TERMS**

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 14.2 **You need our consent to transfer your rights to someone else** may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under this contract.** This contract is between You and us. No other person shall have any rights to enforce any of its terms.
- 14.4 **ASH's records stand as proof of service.** Given the value of the work involved the parties agree that it is not practical to issue delivery tickets or obtain signatures for each collection. ASH's records shall stand as proof of service.
- 14.5 **ASH will only deal with You.** ASH will not accept any correspondence from and shall not deal at all with any party other than You in respect of the Services and this agreement. This means that ASH shall not deal with your agent if you decide to appoint one.
- 14.6 **If a court finds part of this contract illegal, the rest will continue in force.** If any provision of this agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this agreement and the remainder of such provision shall continue in full force and effect.
- 14.7 **ASH's rights and remedies.** Each right or remedy of ASH under this agreement is without prejudice to any other right or remedy of ASH whether under this agreement or not.
- 14.8 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that You do anything You are required to do under these terms, or if we delay in taking steps against You in respect of your breaking this contract, that will not mean that You do not have to do those things and it will not prevent us taking steps against You at a later date. For example, if You miss a payment and we do not chase You but we continue to provide the products, we can still require You to make the payment at a later date.
- 14.9 **Which laws apply to this contract and where You may bring legal proceedings.** These terms are governed by English law and You can bring legal proceedings in respect of the products in the English courts.



**SCHEDULE 1**  
**MODEL CANCELLATION FORM**

*(Complete and return this form only if You wish to withdraw from the contract)*

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

© Crown copyright 2013.