

WWS (Hire) Terms and Conditions of Business

1. Introduction

1.1 These terms and conditions constitute the entire terms and conditions upon which the Customer agrees to contract for the purchase of Hire Services.

1.2 This Agreement supersedes any written or oral representations, statements, understandings or agreements, except where specifically varied by written agreement by WWS.

1.3 By placing an order for the Services, you, the Customer, confirm your acceptance of the terms of the Agreement.

1.4 In the event of any conflict between the Agreement and any other document, the Agreement shall prevail.

Definitions

In this Agreement;

“Adhoc” means the support services provided by us on a ‘as’ and ‘when’ availability basis.

“Accessories” means Equipment sold by WWS that is not covered by a 12- month warranty including netting, ladder gates, traps and any other type of consumables or accessories of any kind.

“Agreement” means these terms and conditions together with the Order Confirmation or Order to form Contract.

“Charges” means the prices for the Service set out in the Order Confirmation.

“Commencement Date” means the date stated in the Order Confirmation when the Equipment is to be delivered or Services are to commence.

“Competent Person” means a person adequately qualified to inspect the Work or provide support to WWS in line with health and safety legislation requirements.

“Contract Price” means the total charges for the Services as set out in the Order Confirmation.

“Contract” means the Customers instruction to WWS to provide services, subject to signing this Agreement, in addition the Client agrees that they will be bound by WWS, terms and conditions, and subsequent Orders placed via email or letter will be bound by these terms and conditions.

Data Protection Laws” means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to

individuals, and/or the information rights of individual including, without limitation, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (from 25 May 2018) the GDPR, and any other laws in force from time to time which implement the GDPR, and all applicable formal and informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of any Regulatory Authority, and the equivalent in any other relevant jurisdictions, all as amended or replaced from time to time.

“Deposit” means the sum of money retained by WWS to allow the Customer to access the Service. This sum of money will be retained by WWS in the event of any damage to the Equipment or issue related to the Services in which the Customer is liable. This may be taken by BACS or credit card, at the election of WWS.

“Digital Signature” means an electronic signature that allows the Customer to instruct WWS to carry out Work.

“End User (s)” means the Customer’s client is the user or end user of the Service.

“Equipment” means any waste water equipment, tank or any other equipment supplied by WWS as described in the Order Confirmation.

“Hand Over” means the point in which the Equipment can be accessed by the Customer and a handover complete; resulting in the Customer taking full responsibility for the Equipment.

“Hire Services” means the hire Service provided by WWS.

“Minimum Period of Hire” means the period stated in the Order Confirmation (a 4-week minimum hire period) that the Customer requires services for and on which the Contract Price will be based.

“Next Working Day Hire Services” means the provision of Service (next working day) is subject to the Work being Signed Off, before 3.30pm, on the day before the service is to be delivered; based upon the availability of the service.

“Order (s)” means the Customers instruction to WWS to proceed with the supply of Equipment and/or Services.

“Out of Hours” means support services offered to the Customer and charged at a different hourly rate; these services are delivered outside the hours of 8.00am to 4.00pm, Monday to Friday, these services are offered on a “when available” basis as fully described in the Order Confirmation.

“POD” or “Proof of Delivery” means the Customer’s instruction to WWS to deliver the Equipment, as set out in the Order Confirmation, in which the risk transfers from WWS to the Customer.

“Quotation Document” means pre-contract information provided by you to allow WWS to provide an accurate quotation; the information provided by you will also be used to inform the initial Briefing Document, at the election of WWS.

“Retention Period” means the period (if any) specified by the Customer for which particular, Personal Data should be retained by WWS before being destroyed or turned to the Customer.

“Retention Purpose” means the reason(s) why particular Personal Data processed by WWS on behalf of the Customer should be retained by WWS for the Retention Period.

“Site Survey” means a service where WWS assesses the Customer’s request for all services that require further information prior to a quotation, in the event the Customer is quoted for services (the Quotation Document will always be subject to survey), WWS being the sole arbiter of the issue, more fully described in the Order Confirmation.

“Site Visit” means the Customer requires an WWS employee to visit their Customer’s site; resulting in Work being carried out on the Customers site.

“Support Services” means the support service by WWS provided to support the Hire Service purchased by the Customer.

“the Customer” and **“You / Your”** means the company, firm, person, persons, corporation or public authority or employee of the corporation or public authority identified in the Order Confirmation as contracting for the Service and includes their successors or personal representatives, including third party contractors acting on behalf of the Customer (End User).

“the Order Confirmation” means the email or letter (Order) sent from the Customer to WWS which sets out details of the Service to be provided, price and such other specific details subject to this Agreement.

“the Service” and **“Services”** means the Hire of Equipment and Support Services where for Equipment supplied (together or individually known as **“Work”**), all as more fully described in the Order Confirmation.

“Working Day” means within the hours of 8.00am to 4.00pm, Monday to Friday only, not including bank holidays;

“Work Location” means the site or customer site where the work will be carried out.

“Work Ready” means that the Work Location is safe for WWS to deliver and uplift services (in line with all relevant legislation) and all utilities and facilities including a set down area for Equipment are in place before any Work can commence.

“Writing” includes any written paper document, any fax and any email correspondence.

“WWS” or **“we/our/us”** means Waste Water Services Ltd, a company registered in Scotland (Company Number SC306209) and with its registered office at 8 Douglas Street, Hamilton, Lanarkshire, ML3 0BP

2. Service Provision

2.1 WWS reserves the right to accept or reject any Order received from you the Customer subject to Contract and in line with this Agreement.

2.2 WWS will use all reasonable endeavours to provide the Services as described in the Order Confirmation.

2.3 Where an Order is placed orally or in the event of any dispute as to the Order, the Order Confirmation shall be deemed as the authoritative Order.

2.4 Please note with regard to any telephone calls between us, we record all telephone conversations to assist with training and to ensure the best service is being provided.

2.5 We reserve the right to use third party contractors to deliver Equipment as described in the Order Confirmation.

2.6 WWS shall perform the Services in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to all applicable environmental and health and safety legislation). WWS will not conduct activities counter to any legislation or breach health and safety regulation.

2.7 WWS will only deliver Services during appropriate weather conditions and subject to a suitable Work Location, WWS being the sole arbiter of this issue.

2.8 The Customer must be aware that all Next Working Day Hire Services are subject to availability of Equipment.

2.9 The Customer shall allow the WWS access to the Equipment at all reasonable times for the purpose of inspecting, testing, adjusting, repairing or replacing the same.

3. Customer Obligations

3.1 The Customer shall pay the Charges for the Services in accordance with clauses 8 and 9 below.

3.2 The Customer is responsible for notifying WWS at the point of deliver, in the event of any problem with the Equipment, together with such information as WWS may request.

3.3 The Customer is responsible for providing a satisfactory level of cooperation and for providing all necessary information and access to enable WWS to deliver a quality service including;

3.3.1 where applicable, completion and signing of both the credit application form and Terms and Conditions of business.

3.3.2 provision to WWS promptly of all information (including correct site address) and documentation reasonably required by WWS.

3.3.3 provision of the correct measurements and scope of works including Service requirements, quantity and all relevant details required for WWS to deliver Services.

3.3.4 provision of suitable access to the Work Location (including the width of the road, height restrictions and a set down area for the Equipment) and suitable facilities.

3.3.5 allowing a Site Survey where applicable.

3.3.6 having the appropriate business insurance in place, in case of loss or damage to any Equipment.

3.3.7 permitting WWS to inspect the Work Location at anytime.

3.3.8 inform WWS as the exact location of the Equipment.

3.3.9 provide WWS an escort (Competent Person) to locate Equipment on the customers site.

3.3.10 providing a digital signature where applicable and agree to Contract with WWS as outlines in this Agreement.

3.3.11 ensuring prompt signature of any Proof of Delivery or relevant Paperwork, to allow WWS to deliver Services.

3.3.12 adhere to all appropriate legislation.

3.3.13 provision of suitable access to the Work Location, including make Work Ready the Work Location for WWS to deliver Services.

3.3.14 provide a nominated contact to deal with WWS and a nominated contact for holiday cover.

3.3.15 arrange and ensure all utilities are in place before WWS commences the Work.

3.4 The Customer is responsible for informing WWS as to the nature of the road surface at the delivery address. If the point of delivery is unsuitable for delivery (including set down area) and we are unable to make the delivery due to this (the WWS driver will be the arbiter), the Customer may be liable for additional delivery charges. WWS will be the sole arbiter with regards to this issue.

3.5 The Customer assumes full responsibility for the Equipment while on the Work Location. Any loss of Equipment will be automatically the responsibility of the Customer and the Customer liable for the loss; including damage to any vehicle delivering Equipment.

3.6 The Customer is responsible for providing where applicable the accurate measurements and/or drawings to allow WWS to deliver Services. In the event, that the Customer cannot provide the correct measurements required to provide Services, WWS will request a site survey. WWS shall be the sole arbiter of this issue.

3.7 The Customer is responsible for ensuring their employees and staff using WWS Services are aware of all health and safety issues related to using the Service including the fact that the water in the tanks provided are not for human consumption.

3.8 Without prejudice to its rights in terms of Clause 15 hereof, WWS is entitled to suspend or terminate the Agreement if the Customer fails to comply with any of its obligations under this Clause 3.

3.9 The Customer is responsible for informing WWS about the ground and weather conditions at the Work Location. In the event that WWS attempt to deliver Services and the Work Location is not suitable for Building of the Equipment, the Customer will be liable for any costs incurred by WWS.

3.10 The customer is responsible for gaining all necessary permissions including obtaining and holding all consents, licences, permits, planning permission including for listed buildings, ground mounted systems and other similar instruments which may be applicable to the Service.

3.11 If the case of third-party involvement including existing Customer suppliers or contractors nominated by the Customer, the Customer agrees and undertakes to ensure that all necessary information is communicated to all parties involved in the project or Work to be carried out. WWS is not responsible for briefing or instructing any such parties unless stated in the Order Confirmation.

3.12 During the Customers use of the Service or following completion of the Work, should the site (customer site) suffer damage, the incident should be treated as an insurance issue and not the responsibility of WWS.

3.13 The Customer is responsible for notifying WWS for any alterations to the customer site or the Work Location that may affect WWS delivering Services.

3.14 The Customer acknowledges and confirms they will communicate the key terms as outlined in this Agreement to all End Users and the Customer will take full responsibility for the End User using the WWS Service.

3.15 The Customer will not withhold payment for any reason including delays involving their clients or any third-party contract or arrangements.

3.16 The Customer recognises the importance of the following procedures and the Customer agrees to;

3.16.1 be responsible for signing the all Proof of Delivery documents.

3.16.2 sign and populate all relevant paperwork and documentation associated with the Work.

3.16.3 conduct an immediate inspection of the Equipment.

3.16.4 provide a 'Competent Person' to inspect the Equipment.

3.17 In the event the Customer delays Signing Off, the Customer is responsible for any delays to the Work.

3.18 In the event that the Customer contests the outcome of any investigation (health and safety otherwise), the Customer agrees to pay for any appeal process.

3.19 in the event the Customer is responsible for arranging the uplift, installation and return of all Equipment. The Customer assumes all risk when using this service and is liable for any damage to the Equipment during the use of this Service.

4. Hire Service (in addition to this agreement)

4.1 The Customer shall allow WWS access to the Equipment at all reasonable times for the purpose of inspecting, adjusting, repairing or replacing the same.

4.2 The Customer shall be responsible for any periodic testing and or certification of the Equipment for the duration of the Hire Service.

4.3 The Customer shall be responsible for any particular, signage required during the use of the Equipment or Service.

4.4 It is the Customers responsibility to inspect the Equipment at the point of delivery. Any damages reported post-delivery will be deemed to be the Customer's liability and the Customer liable for replacement or cost of repair.

4.5 The Customer is responsible for carrying out regular routine checks of the Equipment including maintaining power to all Equipment, bleeding pumps (in the event of airlock) cleaning the filter and ensuring the tanks are cleaned and fit for purpose.

4.6 The Customer is responsible for ensuring all pumps and associated pipework is adequately insulated and maintained including water being drained from the pumps (drained down) particularly during freezing conditions.

4.7 It is the Customers responsibility to ensure all End Users and Customer employees are trained with regards to all maintenance issues including how to test and fit Equipment.

4.8 The Customer will pay for any repairs or site visits carried out by WWS as a result of routine checks not being conducted by the Customer.

4.9 The Customer is responsible for all relevant paperwork and ensuring all legislative responsibilities are fulfilled to allow WWS to deliver Services, including all POD's (proof of delivery) are signed.

4.10 The Customer agrees to carry out any checks requested by WWS.

5. Support Services

5.1 Where you have contracted for Services that require Support Services (as set out in the Order Confirmation), we will for the duration of this Agreement:

5.1.1 endeavour to achieve agreed response time (time not being of the essence);

5.1.2 fix times will depend on the complexity of the service unless otherwise agreed and stated on the Order Confirmation.

5.2 PROVIDED THAT we shall not be required to provide Support Services or shall (at our sole discretion) be entitled to provide Support Services only on payment of such additional fee as we may agree with you where damage has

arisen or Support Services is required as a result of you or a third party altering, modifying or in any altering the Equipment.

5.3 Where you have not contracted for Support Services from us in relation to Services, we shall (subject to availability) provide Support Services on an “Adhoc” basis at a standard rate per hour (plus VAT and outlays). Such “Adhoc” Support Services will be generally available between 8.00am and 4.00pm, Monday to Friday (excluding public holidays).

5.4 Where the Customer has contracted for a Support Services direct from WWS (separately from any other third-party providing support), the duration of the Agreement will be set out in the Order Confirmation.

5.5 In the event a Site Visit is required to visit the Customer premises; the cost will be subject to support package agreed and outlined in the Order Confirmation. If no Agreement exists, the visit will be subject to the Adhoc Support Service. In the event of any disagreement WWS will be the sole arbiter of this issue.

5.6 In the event WWS provide conduct a Site Visit on the Customers premise and it transpires the responsibility is not with WWS, the Customer will be liable to pay for Site Visit.

5.7 Due to the nature of the Services to be provided, no refund is offered by WWS

6. Uplift and Delivery

6.1 Unless otherwise agreed, the Customer is responsible for uplifting, installing and returning all Equipment.

In the event WWS supply delivery services.

6.2 Completed Orders will be sent to the (delivery and uplift) address that you have given on your Order form. We cannot be held responsible if that address is incorrect or incomplete. Please note that we do not deliver to PO boxes.

6.3 WWS's times of delivery or uplift are based Monday to Friday excluding Public Holidays.

6.4 WWS shall bear all risk in respect of consignments until delivered or uplifted. Once an Order has been received by you, all risk of damage to, or loss of, the Equipment shall pass to you.

6.5 Delivery and uplift dates are approximate only and not an essential term of the Agreement. WWS shall have no liability in respect of delay in delivery or uplift to the Customer.

6.6 Should WWS not receive delivery or uplift instructions or be unable through no fault of WWS to affect delivery within 30 days after notification to the Customer that items are ready for despatch; the Customer shall pick up the Equipment or arrange for delivery by a third party.

6.7 Delivery or uplift will be to the address that you have given on your Order. We cannot be held responsible if that address is incorrect or incomplete, the

Customer must be aware that additional charges will apply in such circumstances.

7. Indemnification

7.1 The Customer shall indemnify WWS and keep WWS indemnified against any liability to any third party arising out of or connected with the Customer's use of the Services.

7.2 The Customer hereby indemnifies and holds harmless WWS against all claims, demands, losses, damages, costs or expenses howsoever arising incurred by WWS in connection with the Agreement as a result of a breach by the Customer of any provision of this Agreement, law or regulation.

7.3 Customer agrees to indemnify, keep indemnified and hold harmless WWS from and against any claims including;

- (a) any breach by Customer (including employees) of any terms of the Agreement;
- (b) by Customer's client or contractors or users (including End User) of the Service.

7.4 You shall indemnify WWS against any claims which may be made by third parties against WWS in this regard and any costs and expenses incurred by WWS in dealing with such claims.

8. Charges

8.1 Charges shall be based upon the Customer paying the Contract Price as specified at the point of Contract.

8.2 The period of Equipment Hire commences on the date the Equipment is delivered and terminates on your written instructions to uplift the Equipment. If you instruct WWS to uplift the Equipment prior to or on the expiration of the Minimum Period of Hire, you will be charged the full rate for the Minimum Period of Hire. If you do not instruct WWS to uplift the Equipment until after the expiration of the Minimum Period of Hire, additional hire will be charged at the weekly extra hire rates for each week or part thereof.

8.3 For cash sales all payment must be received prior to delivery.

8.4 The Customer agrees that WWS will retain any Deposit paid and reserve the right to deduct the Deposit from any sum or sums due by the Customer.

9. Payment

9.1. Subject to any special terms which we may agree with you in writing, payment by you to us will be made within 30 days of the date of each invoice issued by us to you. Unless otherwise agreed, charges shall be based upon the Customer paying an agreed percentage of the estimated Work value upfront upon our acceptance of the Customer's order and the remainder due within 30 days of the date of invoice. Please note the initial Work will only commence when the initial payment has cleared. The deposit will be held by the Owner as security against return of the Equipment and is not to be

treated by the Hirer as payment or part payment of the hire charges. The Owner reserves the right to deduct from the deposit any sum or sums due from the Hirer.

9.2 Time of payment shall be of the essence of the Agreement. You shall not be entitled to set off or withhold any payment for any reason whatsoever. Subsequently, in certain circumstances expediting of Services delivery following late payment may incur additional costs due to be payable by the Customer.

9.3 If you fail to make payment within the period specified in clause 8.1 then, without prejudice to any other right or remedy available to us, we shall be entitled to:-

9.3.1 Suspend any further Service provision to you and/or suspend performance of the Services; and/or

9.3.2 cancel the Agreement; and/or

9.3.3 charge you interest on the amount unpaid, at the rate of 4 per cent per annum above the RBS plc base rate from time to time, until payment is made.

9.4 The Customer shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to WWS. All payments made are non-refundable.

9.5 If you are a private limited company or sole trader then, unless otherwise agreed with us in advance, it is a condition of our accepting instructions on your behalf that your directors are personally jointly and severally or severally liable along with you for any fees, outlays and other sums due to us. That means that you and each individual director are each individually and personally liable for the whole amount.

9.6 If the Customer's cheque is returned by the bank as unpaid for any reason, WWS reserves the right to levy a "returned cheque" charge.

9.7 If you are late in making a payment under this Agreement for 75 consecutive days or more, we reserve the right to pass your Customer Agreement to a reputable debt recovery company and you shall reimburse us on demand for all costs, expenses and losses associated therewith (including lost profit) or enter the court process to recover payments due if necessary.

10. Amendments to Contract

10.1 Should the Customer require a change to any aspect of an Order or in or any other aspect of this Agreement, such change shall be requested in writing. WWS shall advise the Customer of the effects including any increase in the Charges which may result, and the Agreement shall be modified to reflect such changes.

11. Services Warranty

11.1 WWS will endeavour to deliver Services to the best of their ability (Services as stated on the Order Confirmation). However, due to the nature of

the Service provided by WWS, there is no warranty offered by WWS with regards to any impact on the Customer's business.

12. Equipment Warranty

12.1 Unless otherwise agreed, all Equipment supplied by us (purchased outright) includes a one-year manufacturer's warranty (excluding any accessories or consumables and Support or any other Services offered by WWS, which is not guaranteed) which commences on the day on the Equipment is delivered. We shall assign the remaining period of the manufacturer's warranty to you with effect from the date of delivery of the Equipment and, to the extent that we cannot assign the manufacturer's warranty to you for any particular item, we will hold it in trust for your benefit. Such warranty shall be invalidated if you or a third-party tamper with or work on the Equipment in any way.

12.2 For the avoidance of doubt we shall not be responsible nor liable for any compatibility issues relating to any Equipment not supplied by us where we were not consulted or where we were consulted but our advice was not heeded and acted upon.

12.3 Following delivery of the Equipment, the Customer shall be liable for the Equipment; should the Equipment subsequently either suffer damage or require repair not covered by the Warranty, the incident should be treated as an insurance issue and the Customer liable to replace or pay for the damaged Equipment.

13. Disclaimer and Limitation of Liability

13.1 Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise, as to the condition, quality, performance, durability or fitness for purpose of the Services is given or assumed by us and all such warranties, conditions, undertakings and terms are hereby excluded insofar as permitted by law.

13.2 WE SHALL NOT IN ANY CASE BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL INDIRECT OR SIMILAR LOSS OR DAMAGES (INCLUDING ALL MANNER OF COSTS, FEES AND EXPENSES) ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE.

13.3 If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and WWS becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence but specifically excluding personal injury or death resulting from WWS's negligence) or otherwise, will not exceed the value of the Order.

13.4 WWS shall have no liability for delay or for any effect upon the quality of the Service caused by external activities, third party failures or problems suffered as a result of the Customer's internal communication or the lack of accessibility or cooperation of the Customer.

13.5 WWS is only liable for delivering the Support Services subject to the Customers cooperation as outlined in Clause 3.

13.6 WWS will not be held responsible for any delay to the Service if payment is not received pursuant to Clauses 8 and 9 hereof.

13.7 WWS cannot be held responsible for downtime or extensive periods of downtime not limited to and including;

13.7.1 unforeseen problems with Equipment.

13.7.2 power outages or other events that prevents the Service being delivered.

13.7.3 lack of Customer preparation or failure to provide a sufficient Work Ready environment or Equipment necessary to complete the Work.

13.8 WWS is not responsible for any Equipment or Consumables or any related equipment purchased by the Customer.

13.9 Unless otherwise agreed, it is the Customers responsibility to maintain and protect the Equipment.

13.10 WWS is not responsible for any compatibility issues or any performance issues with regards to the utilities or connecting to the Equipment.

13.11 In the event the Customer is outside of area for delivery, we will deliver the Equipment to you at a pre-agreed delivery address and the Customer will take full responsibility for the Equipment on delivery.

13.12 The Customer assumes all risk when using this service; including arrangement of the uplift, installation and return of all Equipment.

13.13 WWS is not responsible for third party mistakes or external delays and will not accept delay in payment to us from you as a result of such circumstances.

14. Confidentiality

14.1 Each party will keep confidential any Confidential Information disclosed to it by the other. Neither party will disclose any Confidential Information to any third party, save to its agents, subcontractors, advisers or to an employee who needs to have access to such Confidential Information in connection with the performance of any obligations under the Customer Agreement, PROVIDED THAT the disclosing party will be responsible for ensuring that any person to whom it makes any such disclosure complies with this Clause

14.2 This Clause 14 shall survive termination of this Agreement.

15. Termination

15.1 WWS may without prejudice to its other rights be immediately entitled to suspend or cancel each or any of its contracts with the Customer upon the occurrence of any of the following:

15.1.1 The Customer shall fail to make payment of any sum owing on the due date or commits any act of bankruptcy or makes any arrangements with its

creditors or if any execution or distress is levied upon the Equipment of the Customer; or

15.1.2 Being a body corporate shall have a receiver or administrative receiver appointed or if any petition be presented for an administration order or if any petition be presented or resolution passed for the winding up of the same (otherwise than for the purpose of a bona fide amalgamation or reconstruction) or Compounds with its creditors or becomes insolvent or any step is taken to proceed to such winding up or receivership or if any court order is made upon or against any of the Customer's property or anything similar or analogous to the foregoing occurs in any jurisdiction other than Scotland; or

15.1.3 The Customer makes default in respect of any of its obligations under any of its contracts with WWS. Any occurrence of the above events shall render all amounts owing in respect of Equipment provided by WWS to the Customer to become immediately due and payable.

15.2 We reserve the right to cancel the contract between us if: (i) we have insufficient stock to deliver the Services you have ordered; (ii) we do not deliver to your area; or (iii) one or more of the Services you ordered was listed at an incorrect price due to a typographical error or an error or change in the pricing information.

15.3 The Customer will assume responsibility for the Equipment while stored or located on the Work Location or Customer site.

15.4 Ethical clause - WWS will not tolerate duplicity, deceit or pretence regards the parties using the Service, or in any way abusing the Service, reserving the right to terminate Services as a result of such behaviour.

15.5 WWS has the right to terminate Services if the Customer consistently damages or intentionally or unintentionally damages Equipment or any other aspect of the Work over a sustained period.

15.6 WWS will attempt to provide Services if the Customers requirements exceed that of the date of completion or the timeframe stated on the Order Confirmation. If the Customer continues to require Services 30 days past the date or timeframe stated on the Order Confirmation, WWS will have the right to terminate Services (unless otherwise agreed) by giving the Customer a minimum of 30 days notice before uplifting the Equipment from the Work Location. WWS shall be the sole arbiter of this issue.

15.7 To cancel your Order, please contact WASTE WATER SERVICES LIMITED, Greenhill Industrial Estate, Coatbridge, ML5 2AG or by emailing info@wastewaterservicesltd.co.uk, giving details of the Services ordered.

15.8 In the event that the Customer cancels the Agreement or any portion thereof, WWS shall be entitled to charge the Customer up to the full Contract Price for Work (including the uplifting of Equipment) as identified in the Order Confirmation, including any additional expenses incurred by WWS, at the sole discretion of WWS.

15.9 Other than what is set out in 15.7 and 15.8 above no cancellation is offered by WWS.

15.10 The Customer is also subject to additional delivery costs if the delivery date is amended after the Services have been loaded.

15.11 If by reason of your breach of any of these terms and conditions WWS is unable to uplift or remove the Equipment you shall continue to be liable for hire and extra charges at the agreed rate during the period of the delay so caused without prejudice to any other claim which WWS may have against you. You shall provide WWS with a minimum of 5 days written notice to uplift Equipment.

16. Retention of Title

16.1 Although the Equipment may have been delivered and risk in the Equipment may have passed to the Customer, title and ownership in the Equipment shall remain with WWS and shall pass to the Customer only when WWS has received in cash or cleared funds the (i) full price for the Equipment, (ii) full value of the hired Equipment (iii) any applicable VAT and (iv) payment of any other sums then due by the Customer to WWS under the contract or under any other contract, agreement or arrangement between them whereby WWS will supply Equipment or services to the Customer.

16.2 Until title and ownership in the Equipment does pass to the Customer then the Customer shall:

16.2.1 hold the Equipment on a fiduciary basis for WWS;

16.2.2 store or keep the Equipment separate from its own Equipment and the Equipment of third parties; and/or

16.2.3 clearly mark or identify the Equipment as being the property of WWS; and/or

16.2.4 not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and/or

16.2.5 ensure that the Equipment are kept safe, secure and maintained in satisfactory condition; and/or

16.2.6 keep the Equipment insured against loss or damage on WWS's behalf and against all normal and usual commercial risks in the full replacement value thereof all to the reasonable satisfaction of WWS and the Customer hereby undertakes to hold any proceeds of such insurance and all rights to obtain payments under such insurance in trust for WWS. On request, the Customer shall produce the policy of insurance to WWS.

16.3 For as long as title in the Equipment has not passed to the Customer, WWS, its employees or agents may at any time re-take possession of the Equipment in such way as it thinks fit, including entering any premises of the Customer where the Equipment are to remove them.

16.4 The Customer may not re-sell the Equipment except with WWS's written permission and upon such terms and conditions as WWS shall deem applicable.

16.5 The Customer's right to possession of the Equipment shall terminate immediately if:

16.5.1 the Customer (being an individual, or in the case of the Customer being a partnership or a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000, then any individual partner, individual member or individual designated member) has entered into sequestration, has signed a trust deed for behoof of his creditors or has agreed an arrangement or composition with his creditors or becomes apparently insolvent, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined by the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

16.5.2 the Customer suffers or allows any diligence, execution or distress to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/her obligations under the contract or any other contract between WWS and the Customer, or is unable to pay its debts within the meaning of the Insolvency Act 1986 or the Customer ceases to trade; or

16.5.3 the Customer encumbers or in any way charges any of the Equipment.

16.6 The Customer grants WWS, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

16.7 On termination of the contract, howsoever caused, WWS's (but not the Customer's) rights contained in Clauses 16 shall remain in effect.

17. Data Protection

17.1 Both parties shall observe all their obligations under the Data Protection Laws which arise out of or in connection with this Agreement, including but not limited to the provision or use of the Services. All words and expressions in this Clause 17 shall have the meaning set out in the Data Protection Laws.

17.2 The parties acknowledge that the Customer is the Data Controller and the Service Provider is the Data Processor in terms of this Agreement.

17.3 The Customer warrants to the Service Provider that all Personal Data provided to the Service Provider is relevant and limited to what is necessary for Processing for the purpose of delivering the Services ("the Purpose") and that the Customer has a legitimate basis for processing of the Personal Data provided to the Service Provider.

17.4 WWS acknowledges that, in the course of the provision of the Services it may have access to and may be required to process data comprising Personal Data for and on behalf of the Customer. It is the responsibility of the Customer to ensure that the Personal Data provided to WWS is adequate, relevant and limited to what is necessary for Processing for the purpose of

delivering the Services (“the Purpose”). Any Personal Data provided to WWS which is deemed to be inadequate, not relevant or not necessary for the Purpose will be deleted and the Customer informed accordingly.

17.5 WWS shall only process such Personal Data in accordance with the instructions and authorisations of the Customer and solely as strictly necessary for the performance of its obligations under this Agreement.

17.6 WWS shall take appropriate technical and organisational security measures in respect of such Personal Data (including against the unauthorised or unlawful processing, access or disclosure of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data).

17.7 Without prejudice to any other right or remedy WWS may have, WWS shall inform the Customer forthwith (and in any event within 24 hours of becoming aware of the event) in writing upon becoming aware of any unauthorised or unlawful processing of such Personal Data and/or accidental loss or destruction of, or damage to such Personal Data (a “Data Breach”) or suspected Data Breach. In the event of a Data Breach arising from WWS’s failure to comply with the provisions of this Clause 17, WWS shall upon request:

17.7.1 provide such information relating to the event as the Customer may reasonably require; and

17.7.2 use all reasonable endeavours to take such corrective and other reasonable action as the Customer may require in relation to the event.

17.8 WWS agrees it will not transfer the whole or any part of such Personal Data outside the European Economic Area.

17.9 WWS shall promptly notify the Customer if:

17.9.1 it receives an access, modification or erasure request from a Data Subject in relation to such Personal Data; or

17.9.2 it receives any communication or notification from the Data Protection Commissioner or from any third party in relation to such Personal Data.

17.10 WWS shall destroy the Personal Data either i) once it has been used for the Purpose and is no longer required or ii) in accordance with a written instruction from the Customer which specifies a Retention Period and Retention Purpose for that Personal Data.

17.11 The Customer shall be entitled to inspect and scrutinise WWS’s processing premises, facilities, procedures and documentation in order to ascertain its compliance with this Clause 17.

17.12 WWS warrants and represents that it shall not subcontract or outsource any aspects of the Services as they relate to data protection and/or Personal Data without:

17.12.1 the prior written consent of the Customer; and

17.12.2 ensuring that the subcontractor or outsource supplier enters into a legally binding agreement with WWS requiring that the subcontractor abide by terms for the protection of Personal Data not less protective than those in this Agreement. WWS shall provide the Customer with a copy or summary of such terms upon request and WWS shall be fully liable for the acts and omissions of any subcontractor to the same extent as if the acts or omissions were performed by WWS.

17.13 The Customer shall be entitled to terminate this Agreement forthwith by notice in writing to us if WWS is in material or persistent breach of this Clause 17.

17.14 On termination of this Agreement, WWS shall forthwith deliver to the Customer or destroy, at the Customer's sole option, all Personal Data in its possession or under its control.

18. Force Majeure

18.1 WWS shall not be liable to you or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Services, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

18.1.1 act of god, explosion, flood, tempest, fire or accident; weather, war or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition or acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes; strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a third party); or responsible for technical problems, external circumstances preventing suppliers delivering against deadlines or preventing delivery of third parties against agreed commitments.

19. Assignment

19.1 Neither party shall assign, transfer or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

19.2 Nothing in this Clause 19.1 shall prevent WWS from engaging subcontractors or consultants as may be deemed necessary or desirable for the performance of WWS's obligations under the Agreement.

20. Notices

20.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be deemed to have been duly given and received;

20.1.1 if personally delivered, upon delivery at the address of the relevant party;

20.1.2 if sent by first class post, two business days after the date of posting;

20.1.3 if by email, when sent;

provided that if, in accordance with the above provision, any notice, demand or other communication would otherwise be deemed to be given or made after 1600 hours, it shall be deemed to be given or made at the start of the next business day.

20.2 Any notice personally delivered or sent by first class post shall be delivered to the address of the relevant party set out in the Order Confirmation for the Customer.

21. General

21.1 Failure or delay by WWS in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.

21.2 The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.

21.3 The construction, validity and performance of this Agreement shall be governed by Scottish Law and the parties submit themselves to the non- exclusive jurisdiction of the Scottish Courts.

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