

# JERSEY SCRAP METAL

## TERMS OF BUSINESS

Important notice: these are the Terms of Business which apply to all services provided by Jersey Scrap Metal (the "Company")

### 1. Preliminary provisions and definitions

- 1.1 These Terms of Business form an integral part of all quotations and contracts provided by the Company.
- 1.2 These Terms of Business apply to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are applied by trade, custom, practice or course of dealing.
- 1.3 Both parties acknowledge that, in entering into this agreement, they do not rely on any statement, warranty, representation or understanding other than those expressly set out in these Terms of Business.
- 1.4 In these Terms of Business, the following terms will bear the meaning set out against them:
  - 1.4.1 **Company, or "us":** Jersey Scrap Metal Limited, trading as Jersey Scrap Metal (JSM), and having its registered office at Reclamation House, Rue Grellier, Rue De Pres Trading Estate, St. Saviour, Jersey JE2 7QS.
  - 1.4.2 **Customer:** the party or parties to whom the Company agrees to provide services, including all legal or natural persons.
  - 1.4.3 **Data Protection Regime:** the data protection regime in place in Guernsey from time to time and including that applicable under the Data Protection Authority (Jersey) Law, 2018 and all subsidiary legislation.
  - 1.4.4 **Services:** waste collection and processing services, including the supply of any Waste Receptacle, together with all associated and ancillary services.
  - 1.4.5 **Trading Standards Regime:** the Consumer Protection (Unfair Practices)(Jersey) Law 2018 and all subsidiary legislation.
  - 1.4.6 **Waste Acceptance Criteria:** the criteria issued from time to time by the Company in relation to the waste products and services that it provides, including as to the nature and content of the waste which will be accepted, and the costs, penalties and other stipulations applicable to same.
  - 1.4.7 **Waste Product:** waste products of any description whatsoever
  - 1.4.8 **Waste Receptacle:** a waste storage receptacle provided by the Company including skips, bins, boxes and /or bags.
- 1.5 In these Terms of Business:
  - 1.5.1 the headings are inserted for convenience only.
  - 1.5.2 A reference to a law or ordinance is a reference to it as it is in force for the time being, taking account of any amendment or modification to it and includes any subordinate legislation for the time being in force under it.
  - 1.5.3 Unless otherwise stated, a reference to days, weeks or months shall be construed as references to calendar days, weeks or months.
  - 1.5.4 Unless otherwise stated, singular words include the plural and words in the plural include the singular.

### 2 Supply of Waste Receptacles

- 2.1 A contract for the supply of Waste Receptacles on these Terms of Business shall be deemed to have been concluded upon the Customer placing an order for the supply of Waste Receptacles with the Company. The acceptance of that order shall be at the discretion of the Company.

- 2.2 Upon an order being placed by a Customer, the Company shall supply the Customer with the Waste Receptacles requested and the Customer shall make payment of all charges and fees due in respect of same in accordance with the Company's current price list and Waste Acceptance Criteria.
- 2.3 The Company shall provide such Waste Receptacles as are reasonably required by the Customer for the purpose of depositing and storing waste, subject always to availability, and the Company agrees to uplift or receive deliveries of waste from the Customer, provided always that these comply with the Waste Acceptance Criteria.
- 2.4 All Waste Receptacles supplied by the Company shall remain the Company's property.
- 2.5 The Customer shall be responsible for taking all practicable steps to ensure that, whilst in their possession, the Waste Receptacles are properly maintained and stored and are returned to the Company in due course in substantially the same condition as when delivered to the Customer. The Customer shall be liable in full for any damage to any Waste Receptacle however caused, including the cost of repair or replacement of the Waste Receptacle and any consequential loss to the Company caused directly or indirectly due to the Waste Receptacle not being available to the Company for full use.
- 2.6 The Customer acknowledges that there may be health and safety and/or environmental issues with overfilling any Waste Receptacle. The Customer therefore agrees to take all practicable measures to prevent any Waste Receptacle from being overfilled. To the extent that a Waste Receptacle is over-filled, the Customer agrees to pay on demand any additional charge or penalty, together with any consequential or associated loss to or claim against the Company however arising.

### **3 Collection**

- 3.1 Upon request by the Customer, the Company shall collect the Waste Receptacles within a reasonable period, which will generally be between 1 to 2 days of a request having been made, subject to public holidays and any adverse conditions. This time estimate is given in good faith and without guarantee, and the Customer acknowledges that specific collection times cannot be guaranteed.
- 3.2 The Customer shall place the Waste Receptacle in an easily accessible location so that the Company's collection vehicles have clear and unobstructed access to and egress from them. In relation to large Waste Receptacles, such as skips, these must not be moved by the Customer once they have been placed into position by the Company. The Customer shall ensure that the area in the immediate vicinity of the Waste Receptacle is kept clear and tidy, with a clear perimeter around the Waste Receptacle which is free of items. The Customer acknowledges that doing so is important to enable the Company and its operatives to clearly identify what is intended to be included in the Waste Receptacle in the event of any waste overflowing or falling out of the Waste Receptacle on being collected.
- 3.3 The Customer shall notify the Company of any dangers or hazards associated with placing the Waste Receptacle in or collecting same from the Customer's premises and the Customer shall take all practicable steps to minimise any dangers or hazards as collections may take place during the hours of darkness.
- 3.4 If the Company is unable to carry out a collection due to access being obstructed and/or the presence of a danger/hazard, the Company shall notify the Customer of this, and rearrange collection; in this situation, an additional collection charge shall apply.
- 3.5 As set out in the Waste Acceptance Criteria, the Company is unable to collect or process certain types of materials. The Customer shall ensure that no prohibited items are included in the Waste Receptacle and acknowledges that the Company shall be entitled to reject any Waste Receptacle which prohibited items and/or to charge an additional fee for processing same. The Customer also acknowledges that the Waste Acceptance Criteria changes from time to time and that it is the Customer's responsibility to check with the Company for the most up to date version of same.

### **4 Sale or Purchase of Waste Products**

- 4.1 A contract for the sale or purchase of Waste Products on these Terms of Business shall be deemed to have been concluded upon the Customer placing an order for the sale or purchase of Waste Products with the Company. The acceptance of that order shall be at the discretion of the Company. Where the Customer

wishes to buy Waste Products from or sell Waste Products to the Company, the Company shall supply or purchase these (as applicable) at a price to be agreed at the time of sale.

- 4.2 For the avoidance of doubt, the Company gives no warranty whatsoever regarding the Waste Products, including (but not limited to) their condition and/or their suitability for use for any purpose, whether as sold or following any modification.
- 4.3 When purchasing Waste Products from the Company, the Customer acknowledges that risk and title in the Waste Products shall pass to the Customer at the point when the Waste Product is delivered to and /or is uplifted by the Customer. When uplifting the Waste Product, the Customer shall be responsible for ensuring that this is done carefully, with all due care and attention and in accordance with all applicable health and safety and environmental requirements.
- 4.4 When selling Waste Products to the Company, the Customer acknowledges that risk and title in the Waste Products shall pass to the Company at the point when the Waste Product is delivered to and /or is uplifted by the Company. When uplifting the Waste Product, the Customer shall be responsible for ensuring that this is done carefully, with all due care and attention and in accordance with all applicable health and safety and environmental requirements.

## **5 Liability**

- 5.1 Save as otherwise provided in these Terms of Business, the Company shall not be liable to the Customer for any loss or damage, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, in respect of any Services or Waste Product supplied or purchased by the Company, or any failure to perform any obligations under or pursuant to these Terms of Business. Further, the Company shall not be liable for any loss or damage caused by or arising from events or circumstances beyond its reasonable control, nor for any indirect or consequential loss arising in respect of any Services and/or Waste Product supplied (or purchased) pursuant to these Terms of Business.
- 5.2 The Company warrants that any Waste Receptacle delivered by it to a Customer shall be free from any material defect at the time of delivery but shall not otherwise be responsible for any defects, including for any damage caused whilst the Waste Receptacle is outside the Company's sole control.
- 5.3 The Company shall have no liability whatsoever in respect of any materials placed in the Waste Receptacle and the Company accepts no liability whatsoever for any loss, consequential loss or damage to any property of the Customer or any third party, including property which is placed in or left in the immediate proximity of the Waste Receptacle, or for any injuries to persons arising from using or collecting the Waste Receptacle, however caused.
- 5.4 The Customer agrees and hereby agrees to indemnify the Company in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered in respect of any such loss, damage or injury.
- 5.5 Nothing in this section shall limit the Company's liability for death or personal injury caused by its negligence or wilful misconduct or fraud, nor shall it operate to restrict any rights of the Customer under the Trading Standards Regime.

## **6 Payment**

- 6.1 The Customer shall make payment to the Company for the Services and any Waste Product on or prior to delivery and/or collection, or (if so agreed with the Company) by monthly invoice, to be paid within 30 days of the invoice date.
- 6.2 In the event of any additional charges or fees becoming due by the Customer pursuant to the Waste Acceptance Criteria, these shall be payable immediately upon receipt of the Company's invoice.
- 6.3 In the event of any failure to pay any sum due by the due date, the Company reserves the right to charge interest on the total sum due by the Customer at the Bank of England's base rate plus 2% and/or to suspend the supply of any further Services or Waste Products and/or to uplift any Waste Receptacle which has been placed with the Customer.

## **7 Data Protection**

- 7.1 The Customer acknowledges that, in performing the Services under these Terms of Business, the Company will process personal data relating to customers and other individuals. The Company shall process all personal data in accordance with the requirements of the Data Protection Regime and other equivalent laws in other jurisdictions in relation to data. Full details of the data processed by the Company are contained in the Company's Privacy Notice on our website and full details of the Company's Data Protection Policy can be obtained by emailing [DPO@grgcorp.com](mailto:DPO@grgcorp.com).

## **8 Assignment**

- 8.1 The Company may assign, transfer or deal in any other manner with all or any rights under these Terms of Business and may subcontract or delegate in any manner any or all of its obligations under these Terms of Business to a third party.
- 8.2 The Customer shall not, without the prior written consent of the Company, assign, transfer, subcontract, delegate, declare a trust over or deal in any other with any or all of its rights or obligations under these Terms of Business.

## **9 Severance**

- 9.1 If any provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed to have been modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of any of the remaining provisions of these Terms of Business.

## **10 Governing law**

- 10.1 These Terms of Business and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the island of Guernsey.
- 10.2 The Customer agrees to submit to the exclusive jurisdiction of the Royal Court of Guernsey to settle any dispute that arises out of or in connection with these terms.