

# Credit Account Application

Version 6 - 02/03/2021



SUSTAINABLE SOLUTIONS

HQ: BOROUGH HOUSE, BERKELEY COURT, BOROUGH ROAD, NEWCASTLE-UNDER-LYME, STAFFS, ST5 1TT

TEL 01782 824026

WWW.REDINDUSTRIES.CO.UK

<p>I would like to open a credit facility with the following company(s).</p> <p>Select applicable option(s)</p>	<p><b>Treatment &amp; Transfer Stations &amp; Industrial Services</b></p> <p>Stoke, Staffordshire <b>Red Industries (Stoke) Ltd</b> Reg No: 05202754</p> <p>Brownhills, West Midlands <b>Red Industries (Brownhills) Ltd</b> Reg No: 03244279</p> <p>Industrial Services, Wednesbury <b>Red Industries IS Ltd</b> Reg No: 02836533</p>
<p><b>Landfill</b></p> <p>Walleys Landfill <b>Red Industries RM Ltd</b> Reg No: 09910638</p>	

Business Name & Address (Registered Address)	
NAME	<input type="text"/>
TRADING NAME (if different)	<input type="text"/>
ADDRESS	<input type="text"/>
-	<input type="text"/>
-	<input type="text"/>
COUNTY	<input type="text"/>
POST CODE	<input type="text"/>
TEL	<input type="text"/>
E-MAIL	<input type="text"/>

Invoicing Address (if different from 1)	
NAME	<input type="text"/>
ADDRESS	<input type="text"/>
-	<input type="text"/>
-	<input type="text"/>
COUNTY	<input type="text"/>
POST CODE	<input type="text"/>
TEL	<input type="text"/>
E-MAIL	<input type="text"/>

Company Structure	<input type="text"/>
(LTD/ PLC/ PARTNERSHIP/ SOLE TRADER/ LLP)	
Registration Number	<input type="text"/>
Business Type (eg Haulage)	<input type="text"/>

Bank Name & Address	
NAME	<input type="text"/>
ADDRESS	<input type="text"/>
-	<input type="text"/>
-	<input type="text"/>
Sort Code	<input type="text"/>
Account No	<input type="text"/>

**Required Credit Limit** - Complete section as required.

<p><b>Landfill</b> Credit Limit per month, including Landfill Tax</p> <input style="width: 100%;" type="text"/>	<p><b>Treatment &amp; Transfer &amp; Industrial Services</b> Credit Limit per month (excluding VAT)</p> <input style="width: 100%;" type="text"/>
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Please supply two trade references			
COMPANY NAME	<input type="text"/>	COMPANY NAME	<input type="text"/>
ADDRESS	<input type="text"/>	ADDRESS	<input type="text"/>
-	<input type="text"/>	-	<input type="text"/>
-	<input type="text"/>	-	<input type="text"/>
TEL	<input type="text"/>	TEL	<input type="text"/>
FAX	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>	E-MAIL	<input type="text"/>

You should check that you have permission to share any personal data (inc. individual's name, phone number, email address). By providing us with this information, you are authorising to contact the above for the purpose of checking references.

**Contact Details****OPERATIONS**

NAME   
 TEL   
 E-MAIL

**FINANCIAL CONTROLLER/ DIRECTOR**

NAME   
 TEL   
 E-MAIL

**ACCOUNTS**

NAME   
 TEL   
 GENERAL E-MAIL   
 INVOICING E-MAIL   
 STATEMENTS E-MAIL

*This information is necessary to enable us to contact you to fulfil our contractual obligations with you (for example, sending invoices, organising transport, advising you of changes to opening hours etc.). Please refer to our Privacy Notice for more details about how this personal information may be used.*

**MARKETING COMMUNICATIONS (OPTIONAL)**

If you would like to receive direct marketing communications which could include company updates, industry news, and general information about our products and services, please star the relevant email address(es) above or provide another contact below (please ensure you have the relevant people's/ person's consent to do so). You have the right to opt-out or withdraw consent to receiving direct marketing communications at any time. Tick to opt-in

NAME  E-MAIL

I request you to open a Credit Account, with the Red Industries Group company specified at the top of the Credit Account Application form.

In the event of Credit Facilities being granted, **I understand the following are binding:**

1. Terms of trading are nett 30 days from invoice date
2. Credit facilities may be withdrawn at any time without notice should the account(s) remain unpaid beyond the due date, or if the amount of credit facilities exceeds the agreed credit limit.
3. **I have read and accept the Terms and Conditions of the Red Industries Group.**

**Authorised Signatory**      **Must be appointed executive/ company officer with appropriate authority**

NAME  POSITION   
 SIGNATURE  DATE

**Note: Please attach a copy of your Company Letterhead to this application.  
 Please initial the accompanying T&Cs where indicated (two pages) and return a copy.**

**Invoice Payment Terms: 30 DAYS FROM DATE OF INVOICE**

**Red Industries Use Only**

Red Approved Credit Limit

Region

Red Account No.

New Business Manager

Account Manager

Authorisation.....

**RED INDUSTRIES GROUP**

RED INDUSTRIES (STOKE) LTD, RED INDUSTRIES RM LTD, AND RED INDUSTRIES (BROWNHILLS) LTD ARE PART OF THE RED INDUSTRIES GROUP

[WWW.REDINDUSTRIES.CO.UK](http://WWW.REDINDUSTRIES.CO.UK)



TERMS AND CONDITIONS GOVERNING THE SUPPLY OF GOODS AND/OR SERVICES

1. INTERPRETATION

The definitions and rules of interpretation in this condition 1 apply in these terms and conditions (Conditions).

Business Days a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Client the person, firm or company who purchases goods and/or services from the Supplier. Client's Requirements any equipment, machinery or facilities provided by the Client and used directly or indirectly in the supply of the Services.

Collection Point means the location of the Waste if this is to be collected by the Supplier.

Contract the contract between the Supplier and the Client for the supply of Goods and/or Services in accordance with these Conditions.

Data Protection Legislation all applicable data protection and privacy legislation in force from time to time in the UK relating to personal data.

Delivery Point the area signed by the Client providing full information of the Waste to be disposed of by the Supplier pursuant to the Contract.

Delivery Location has the meaning in condition 4.1.

Order the order (or any part of them) set out in the Order to be supplied by the Supplier to the Client, Order the Client's purchase order form for the Goods and/or the Services or its written acceptance of the Order.

Order the Supplier's written quotation for the supply of Goods and/or Services which will form the basis of the Contract, detailing the Goods and/or Services, the charges for supplying those Goods and/or Services and the details of the Client, Waste, Collection Point and Delivery Location (if any), and includes any variation of the Order as evidenced in writing.

Relevant Legislation means all legislation, regulations, directives, Codes of Practice, Guidance Notes, generally in force for the time being, taking account of any amendments, additions or re-enactment and includes any subordinate legislation for the time being in force made under it, applicable to both the Supplier, Client and the Waste for the provision of Goods and/or Services.

Services the services to be provided by the Supplier to the Client under the Contract as set out in the Order.

Supplier the supplier whose name, address and contact details are set out in the Order.

Supplier's Requirements any goods to be supplied to the Client in metal tanks, as specified in the Order (SWT) value added tax chargeable under English law for the time being and any other additional tax.

Waste, means solids, liquids or gasses, which may be molten, toxic or hazardous or set out and defined in the Order.

Waste the goods which shall not affect the interpretation of these Conditions.

When a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

Waste in the singular shall include the plural and vice versa.

Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

A reference to written covering includes fax and email.

2. ORDER

Subject to Condition 2.1, any Order is valid for a period of 30 days from the date marked on it, provided that the Supplier has not previously indicated it.

All Orders given by the Supplier may be subject to submission by the Client of a representative sample of the Waste for laboratory analysis, which may affect the price set out in the Order, in which case a replacement Order may be issued by the Supplier in substitution.

3. APPLICATION OF CONDITIONS

These Conditions shall:

apply to and be incorporated into the Contract;

prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, conditions of order, terms and conditions of a quotation or invoice, or by law, local custom, practice or course of dealing; and

apply to the supply of both the Goods and the Services except where applicable to one or the other is specified.

The Order, together with a duly completed Delivery Plan (if required), constitutes an offer by the Client to purchase the Goods and/or the Services specified in it, on these Conditions.

The Order shall only be deemed accepted and the Contract established upon the receipt of a written acknowledgment being issued in the Order by the Supplier, and the Supplier starting to provide the Goods and/or Services.

4. THE SUPPLIER'S OBLIGATIONS

The Supplier shall use reasonable endeavours to provide the Goods and/or the Services to the Client in accordance with the Order in all material respects.

The Supplier shall use reasonable endeavours to meet any dates specified in the Order but any such dates shall be effective only and time shall not be of the essence.

If the Supplier attends the Client's premises, Delivery Location or the Collection Point (as the case may be) then the Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at such premises that have been communicated to it under condition 3.1.0, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

The Supplier shall ensure that:

each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable, special storage instructions (if any) and, if the Goods are being delivered by bulk means, the outstanding balance of Goods remaining to be delivered; and

if the Supplier requires the Client to return any packaging materials to the Supplier, that such notices shall be on the delivery note.

The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Client that the Goods are ready.

The Supplier warrants that on delivery the Goods shall:

conform in all material respects with their description and any applicable Relevant Legislation; and

be of satisfactory quality and fit for the purposes held out by the Client.

Subject to condition 4.6, if:

the Client gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in condition 4.6;

the Supplier is given a reasonable opportunity of examining such Goods; and

the Client is asked to do so by the Supplier; returns such Goods to the Supplier's place of business at the Supplier's cost;

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods to the Client.

The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in condition 4.6 if any of the following events:

the Client makes any further use of such Goods after giving notice in accordance with condition 4.7; or

the defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, maintenance, installation, use and maintenance of the Goods or (if there are some) good built practice regarding the same.

Except as provided in the condition 4, the Supplier shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in condition 4.6.

The Supplier reserves the right to amend the Goods under the Services if necessary to comply with any Relevant Legislation, or if the amendment will not materially affect the nature or quality of the Goods and/or the Services, and the Supplier shall notify the Client in any such event.

5. CLIENT'S OBLIGATIONS

The Client shall:

be responsible (at its own cost) for preparing and establishing its own premises, the Delivery Location and/or the Collection Point (if any) for the supply of the Goods and/or Services in accordance with all Relevant Legislation, before and during the supply of the Goods and/or Services at those premises; inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises, the Delivery Location or the Collection Point (as the case may be);

co-operate with the Supplier in all matters relating to the performance of the Contract;

provide the Supplier, its employees, agents, consultants and subcontractors, with suitable vehicle access to the Client's premises or the Collection Point (as the case may be), access to other subcontractors and other facilities as reasonably required by the Supplier to provide the Goods and/or Services;

comply with all Relevant Legislation and indemnify the Supplier in respect of any breach by it, its agents, sub-contractors or employees of any Relevant Legislation. Upon knowledge of any breach, or potential breach, the Client shall notify the Supplier immediately and upon notification, the Supplier has a discretion to:

1. remedy the breach at the Client's cost; or

2. notify the Client to remedy the breach at the Client's own cost and pay the Supplier for any costs incurred by it up until and including the defect's removal.

ensure that the Client's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all Relevant Legislation;

obtain and maintain all necessary or appropriate licences, permits and consents which may be required for the Services before the date on which the Services are to start;

ensure that all delivered and/or packaged Waste is in suitable condition for onward UK transportation (if applicable), it is a safe condition for handling and transportation and is correctly labelled, all in accordance with the Relevant Legislation and if not, without affecting any other right or remedy available to the Supplier, the Client agrees to pay the Supplier any additional costs in respect of the provision of suitable containers, and associated labour to repack the Waste, to comply with Relevant Legislation;

ensure that, before a sample or description of the Waste is provided to the Supplier, that the sample or description is a real and proper reflection of the Waste and if not, without affecting any other right or remedy available to the Supplier, the Client agrees to deliver:

1. remedy the Waste at its own cost; and

2. pay the Supplier for any costs the Supplier has incurred up until and including the date of removal; and

3. pay the Supplier an administration fee being 20% of the total cost of the charges specified in the Order; or

4. pay the Supplier any additional costs (including a profit element) incurred to dispose of the Waste which does not occur to the sample or description provided by the Client;

ensure that the Supplier's Equipment is used only for the purposes for which it is designed, and operated in a proper manner by trained and competent staff in accordance with any operating instructions provided by the Supplier;

not put into contact with, or offer for sale, use, hire or lease the Supplier's Equipment or alter the content of any contracts, terms, or other security interest in respect of it; and

ensure that if all items the Supplier's Equipment remains identifiable as being the Supplier's property.

If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, sub-contractors or employees, or any failure by the Client to perform any relevant obligation, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

The Client shall hold harmless and indemnify the Supplier, its directors, officers and employees and shall be liable to pay to the Supplier, on demand, all costs, charges or losses sustained or incurred by the Supplier (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 derive revenue elsewhere) arising directly or indirectly from the Client's breach, negligence, breach of warranty (including, but not limited to, any breach by the Client of any of the warranties at condition 3.1.0 above), failure to perform or delay in the performance of any of its obligations under the Contract or Relevant Legislation, subject to the Supplier continuing such costs, charges and losses to the Client in writing.

The Client shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of twelve months after the last date of supply of the Services or termination of the Contract, assign or otherwise may lease the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of the Supplier in the provision of the Services.

Any amount given by the Supplier in accordance with condition 3.1.0 shall be subject to the Client paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee or sub-contractor, or, if higher, 20% of the annual remuneration to be paid by the Client to that employee or sub-contractor.

The Client warrants and agrees that: at all times the Waste that the Client provides for removal pursuant to the Contract shall contain any materials and substances not included in the Waste detailed in the Order;

all information in the Description Form is true and accurate and contains no errors or omissions and there are no foreign objects in any Waste (unless for the structure); and the Client further acknowledges and agrees that the Supplier shall have no liability to the Client in the event of any breach by the Client of the Condition 3.1.

6. CHARGES AND PAYMENT

In consideration of the provision of the Goods and/or the Services the Client shall pay the prices and charges as set out in the Order, or, as the case may be, as set out in condition 5.1 which will apply if the Supplier has agreed to provide the Services on a time and material basis.

Where the Services are provided on a time and material basis:

the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as amended from time to time;

the Supplier's standard daily fee rates for each additional parcel are calculated on the basis of an eight-hour day, worked between 8.00am and 5.00pm on each Business Day; and

the Supplier shall be entitled to charge an overtime rate of 20% of the standard daily rate on a per-mile basis for each party-day or for any time worked by individuals when Damages to the Services outside the hours referred to in condition 5.2.0.

All prices and charges quoted to the Client shall be exclusive of VAT which the Supplier will add to its invoices at the appropriate rate.

All prices and charges quoted to the Client shall be exclusive of excise and excise duties payable in connection with the disposal, recycling or re-use of the Waste, which, if not previously discharged by the Client, the Supplier will add to its invoice at the appropriate rate.

The Supplier may deliver the Goods by bulk means, which shall be invoiced and paid for separately. Any delay in delivery or defect is an inherent risk set within the Client to incur any other liability.

The Client shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of the date of the invoice.

Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier to the due date, the Supplier may:

charge interest on such sum from the due date for payment at the annual rate of 5% above the then leading rate from time to time of RBC UK Base Rate, accruing on a daily basis and being compounded quarterly until payment is made, unless the Client or, after any judgment and the Supplier may elect interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or

Initial here to confirm you have read and understood the T&Cs



TERMS AND CONDITIONS GOVERNING THE SUPPLY OF GOODS AND/OR SERVICES

- 5.4 increased the number of deliveries or further deliveries of Goods under the Contract or any other contract between the Client and the Supplier and payment has been made in full.
- 5.5 Time for payment shall be as the express of the Contract.
- 5.6 All sums payable to the Supplier under the Contract shall become due immediately on its demand, despite any other provision. This condition 5.6 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 5.7 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Client to the Supplier against any liability of the Supplier to the Client.

6. TITLE AND RISK AND THE SUPPLIER'S WARRANTY

- 6.1 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Client, including the Supplier's Equipment that involving other Goods being purchased by the Client as specified in the Order (Purchased Goods), shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Client in sole custody at its own risk and maintained and kept in good condition by the Client and returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.
- 6.2 The risk in any Purchased Goods shall pass to the Client on completion of delivery.
- 6.3 This is any Purchased Goods shall not pass to the Client until the Supplier receives payment in full in cash or cleared funds for the Purchased Goods and any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to those Purchased Goods shall pass at the time of payment of all such sums.
- 6.4 Until title to any Goods has passed to the Client, the Client shall store those Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property.
- 6.5 Not remove, deface or obscure any identification mark or packaging on or relating to those Goods; and maintain those Goods in satisfactory condition and keep them insured against all risks for their full value from the date of delivery.
- 6.6 If, before title to any Goods passes to the Client, the Client becomes entitled to any of the events listed in condition 12.2, then, without limiting any other right or remedy the Supplier may have the Supplier may at any time:
  - 6.6.1 require the Client to deliver up all Goods; and
  - 6.6.2 if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

This Condition 7 shall survive termination of the Contract, however arising.

7. LIMITATION OF LIABILITY

- 7.1 This Condition 7 shall not limit the liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
  - 7.1.1 any breach by the Supplier of the Contract;
  - 7.1.2 any loss made by the Client of the Goods under the Contract, or any part of those; and
  - 7.1.3 any representation, statement or false-act or omission (including negligence) of the Supplier arising under or in connection with the Contract.
- 7.2 All remedies, restrictions and other terms implied by statute or common law are, to the extent not permitted by law, excluded from the Contract.
- 7.3 Nothing in these Conditions limits or excludes the liability of the Supplier:
  - 7.3.1 for death or personal injury resulting from its own negligence or that of its employees, agents or sub-contractors; or
  - 7.3.2 for fraud or fraudulent misrepresentation by the Supplier.
- 7.4 Subject to Conditions 8.2 and Condition 8.3
- 7.5 the Supplier shall not be liable for:
  - 7.5.1 loss of profits or
  - 7.5.2 loss of sales or business or
  - 7.5.3 disruption of goodwill and/or other losses; or
  - 7.5.4 loss of anticipated business or
  - 7.5.5 value of pricing or
  - 7.5.6 value of agreement or contract; or
  - 7.5.7 value of time; or
  - 7.5.8 value of goodwill or data or information or
  - 7.5.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Goods under the Contract.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the Supplier, its employees, agents, sub-contractors and any other confidential information concerning the Supplier's business or its products which the Client may obtain. The Client shall restrict delivery of such confidential material to such of its employees, agents or sub-contractors and any other confidential information concerning the Supplier's business or its products which the Client may obtain. The Client shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to have the same for the purposes of discharging the Client's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Client.

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agent, and personal data will be processed by and on behalf of the Supplier in connection with the Goods-and/or Services.

Both parties shall comply with all applicable requirements of the Data Protection Legislation.

9. FORCE MAJEURE

9.1 Without prejudice to any other rights or remedies which the parties may have, the Supplier may terminate the Contract without liability to the Client on giving the Client not less than 30 Business Days' written notice.

9.2 Without prejudice to any other rights or remedies which the parties may have, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if:

- 9.2.1 the Client commits a material breach of any of the terms of the Contract, which, for the avoidance of doubt, includes any breach of condition 3.6 or condition 5.2; or
- 9.2.2 an order is made or a resolution is passed for the winding up of the Client, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Client; or
- 9.2.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the Client, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Client, or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 9.2.4 a receiver is appointed of any of the Client's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a receiver to appoint a receiver or assignee of the Client, or if any other person takes possession of or sells the Client's assets; or
- 9.2.5 the Client enters any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 9.2.6 the Client suspends, or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business; or
- 9.2.7 the Client's financial position deteriorates to such an extent that in the Supplier's opinion the Client's capacity to adequately fulfil its obligations under the Contract have been placed in jeopardy; or
- 9.2.8 the Client takes or makes any transfer or assignment within its jurisdiction in contravention of, or
- 9.2.9 there is a change of control of the Client (within the meaning of section 1139 of the Companies Act 2006).

10.2 Without affecting any other debt or remedy available to it, the Supplier may suspend the supply of Goods under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in condition 12.2 or 12.3, or the Supplier reasonably believes that the Client is about to become subject to any of them.

10.4 On termination of the Contract for any reason:

- 10.4.1 the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest due, in respect of Goods and Services supplied under the Contract or any other contract between the Client and the Supplier (whether such as invoices have been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt);
  - 10.4.2 the Supplier's consent to the Client's possession of the Supplier's Equipment shall terminate and the Supplier may, by its authorized representatives, without notice and at the Client's expense, remove possession of the Supplier's Equipment and for this purpose may access to the Client's premises or any premises at which the Supplier's Equipment is located; and
  - 10.4.3 the accrued rights of the parties as at termination and the termination of any provision expressly stated to survive or legally surviving termination, shall not be affected.
- 10.5 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which occurred at or before the date of termination.

11. FORCE MAJEURE

11.1 The Supplier shall have no liability to the Client under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by reason of acts, events, conditions or situations beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the Supplier or any other party), failure of a utility service or transport authority, act of God, war, riot, civil commotion, rebellion, sabotage, compliance with any law or governmental order, rule, regulation or directive, accident, breakdown of plant or machinery, fire, flood, storm or lightning of the Supplier or its sub-contractors.

11.2 If the Supplier's performance is affected by any of the circumstances set out in condition 11.1, and so reasonable alternative arrangements are available, the Supplier is entitled to:

- 11.2.1 return the Money to the Client and upon doing so, reimburse the Client for any amounts already paid for the provision of the Services under the Contract; and
- 11.2.2 resume full performance of the obligations of the Supplier in order to return the Money to the Client, being payable as demanded.

12. WRITING

12.1 Notwithstanding any other Conditions of this Contract, no variation of the Contract (these Conditions or of any of the documents referred to in them) shall be valid unless it is in writing and signed by a Director of the Supplier.

13. NOTICE

13.1 A notice of any kind under the Contract is only effective if it is in writing and signed and it applies only to the party to whom the notice is addressed and the circumstances in which it is given.

13.2 Where specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14. ASSIGNMENT

14.1 If any provision (or part of a provision) of the Contract is bound by any court or administrative body or competent jurisdiction to be invalid, unenforceable or illegal, the Court concerned will restrict it to the extent necessary to give effect to the remainder of the Contract.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

14.3 The parties agree, in the circumstances referred to in condition 14.1 and if condition 14.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves the closest alternative to the same effect as would have been achieved by the invalid or unenforceable provision.

15. SCOPE OF POST-CONTRACTUAL OBLIGATIONS

15.1 Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any advertising, promotion, statement, representation, warranty or misrepresentation (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

16. ASSIGNMENT

16.1 The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

17. RIGHTS OF THIRD PARTIES

17.1 The Contract is made for the benefit of the parties identified in the Order and (where applicable) their successors and permitted assignees and is not intended to benefit, or be enforceable by, anyone else.

18. NOTICE

18.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or principal place of business (in any other case); or sent by fax to the main fax number or sent by email to the address specified in the Order (in the case of the Client) or the order of the Supplier.

18.2 Any notice shall be deemed to have been received:

- 18.2.1 if delivered by hand, on signature of a delivery receipt;
  - 18.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; and
  - 18.2.3 if sent by fax or email, at the time of transmission, or, if this time falls outside business hours, when business hours resume on the next Business Day in the place of receipt.
- 18.3 This condition 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. GOVERNING LAW AND JURISDICTION

19.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.

Initial here to confirm you have read and understood the T&Cs



## Privacy Notice for Customers and Prospective Customers

Red Industries is a waste management company and industrial cleaning services provider. We take your privacy seriously. Red Industries, and associated Group of companies (referred to as "Red Industries") is aware of our obligations under the General Data Protection Regulation (GDPR) and are committed to processing your data securely and transparently. This privacy notice informs you of the types of data that we hold on you, how we use that information, how long we keep it for and other relevant information about your data. Please share this information with any relevant individuals within your organisation.

In relation to your personal data, we will:

- Process it fairly, lawfully and in a clear, transparent way
- Collect your data only for reasons stated
- Maintain the accuracy of your data
- Keep your data for only as long as we need it
- Take reasonable steps to ensure the appropriate security of the personal data, including protecting against unlawful processing, accidental loss, and destruction.

**What data we hold and how we collect it:** We hold and process personal data (including name, telephone number(s), email address(es), organisation etc.) relating to individuals working for or on behalf of a customer or prospective customer. We collect the data through information provided on a new account form and supporting documents, as well as through subsequent communications with yourself or other members of your organisation. We may have also collected this information through prior communications with you, which could be in response to an enquiry or interest in our products/ services/ company. For data collected through our website, please refer to our separate Website Privacy Notice (found in the footer of each web page). We may also collect data via CCTV when you visit one of our sites, please refer to our separate CCTV Privacy Notice for more details.

**Processing your data:** We will use your information to fulfil our contractual obligations with your company or because you have asked us to do something before entering a contract (e.g. providing a quote). We may also contact you where we have a legitimate interest in doing so, such as informing you about our products/ services, contacting you for feedback about our service etc.

We will also process your data for the purpose of sending you direct marketing communications, where you have consented for us to do so.

**Sharing of information:** Personal data may be shared with other members of Red Industries staff as required for the purposes listed above. Please note, any emails or other communication sent to an individual at our organisation may be opened or read by another member of staff, this could be during holiday cover or for another reason to meet the needs of the business. Your personal data may be shared with third parties, including credit reference agencies, other waste service providers/ transport companies, external auditors and/ or regulatory bodies (for example, the Environment Agency). This is only done when necessary and we ensure that the third parties we use understand their responsibilities in keeping your data safe and secure.

Where you have consented to receive marketing communications, we may share this data with third party service providers such as for sending e-newsletters. We do not sell your data to third parties.

**Retaining your information:** We will endeavour to keep your personal data held safely and securely, which could be paper copies and/or electronically. The data will be held for the minimum amount of time needed or required. In most instances, we will hold data which may be included on accounting records (such as invoices, statements, credit checks etc.) for six full years, plus the current year as required. We will hold documents for the length of time as required by the terms of our licences/ permits, for example waste transfer notes (which may contain personal data) for the life of our permit.

**Your rights:** You have the right to request a copy of the information held about an individual and check its accuracy. You can submit a Subject Access Request to request information regarding the personal data we hold on you as an individual, using the subject 'Data Protection Request'. To ensure data security, we will request evidence of identification before supplying any personal data. Where you tell us that the information we hold on our records about you is incorrect, we will update the data within one month. To enable us to keep our data accurate, please inform us of any changes to personnel at your company that we might need to know about.

Under certain circumstances you may also have the right to have your personal information erased; to restrict our use of your personal data; to object to our processing of your personal data; and to obtain and reuse your personal data for your own purposes across different services ('data portability'). We will review and respond to requests within one month.

Where we have your consent to contact you with marketing communications, you have the right to withdraw this consent at any time by contacting us at [enquiries@redindustries.co.uk](mailto:enquiries@redindustries.co.uk) or by opting to unsubscribe at any time (link will be provided within any marketing emails).

Should you wish to make a complaint, enquiry, or exercise any of your rights in relation to your personal data held with us, please contact us in the first instance:

Red Industries, Borough House, Berkeley Court, Borough Road, Newcastle-under-Lyme, Staffordshire, ST5 1TT  
[enquiries@redindustries.co.uk](mailto:enquiries@redindustries.co.uk)

If you feel that your personal data has been processed in a way that does not meet the GDPR or you are otherwise dissatisfied with our responses, you can lodge a complaint with the Information Commissioner's Office (ICO): Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.