

# Credit Account Application

Version 7 - 07/05/2021



SUSTAINABLE SOLUTIONS

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

TEL 01782 824026

WWW.REDINDUSTRIES.CO.UK

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

| Business Name & Address (Registered Address) |   |
|--|---|
| NAME   | <input style="width: 100%;" type="text"/> |
| TRADING NAME (if different)                  | <input style="width: 100%;" type="text"/> |
| ADDRESS                                      | <input style="width: 100%;" type="text"/> |
| -  | <input style="width: 100%;" type="text"/> |
| -  | <input style="width: 100%;" type="text"/> |
| -  | <input style="width: 100%;" type="text"/> |
| COUNTY                                       | <input style="width: 100%;" type="text"/> |
| POST CODE                                    | <input style="width: 100%;" type="text"/> |
| TEL  | <input style="width: 100%;" type="text"/> |
| E-MAIL                                       | <input style="width: 100%;" type="text"/> |

| Invoicing Address (if different from 1) |   |
|---|---|
| NAME                                    | <input style="width: 100%;" type="text"/> |
| ADDRESS                                 | <input style="width: 100%;" type="text"/> |
| -                                       | <input style="width: 100%;" type="text"/> |
| -                                       | <input style="width: 100%;" type="text"/> |
| -                                       | <input style="width: 100%;" type="text"/> |
| COUNTY                                  | <input style="width: 100%;" type="text"/> |
| POST CODE                               | <input style="width: 100%;" type="text"/> |
| TEL                                     | <input style="width: 100%;" type="text"/> |
| E-MAIL                                  | <input style="width: 100%;" type="text"/> |

|   |   |
|---|---|
| <b>Company Structure</b>                  | <input style="width: 100%;" type="text"/> |
| (LTD/ PLC/ PARTNERSHIP/ SOLE TRADER/ LLP) |   |
| <b>Registration Number</b>                | <input style="width: 100%;" type="text"/> |
| <b>Business Type (eg Haulage)</b>         | <input style="width: 100%;" type="text"/> |

| Bank Name & Address |   |
|---------------------|---|
| NAME                | <input style="width: 100%;" type="text"/> |
| ADDRESS             | <input style="width: 100%;" type="text"/> |
| -                   | <input style="width: 100%;" type="text"/> |
| -                   | <input style="width: 100%;" type="text"/> |
| <b>Sort Code</b>    | <input style="width: 100%;" type="text"/> |
| <b>Account No</b>   | <input style="width: 100%;" type="text"/> |

|  |   |
|--|---|
| <b>Required Credit Limit</b> - Complete section as required. |   |
| <b>Treatment &amp; Transfer &amp; Industrial Services</b>    | <input style="width: 100%;" type="text"/> |
| Credit Limit per month (excluding VAT)                       | <input style="width: 100%;" type="text"/> |

| Please supply two trade references |   |              |   |
|------------------------------------|---|--------------|---|
| COMPANY NAME                       | <input style="width: 100%;" type="text"/> | COMPANY NAME | <input style="width: 100%;" type="text"/> |
| ADDRESS                            | <input style="width: 100%;" type="text"/> | ADDRESS      | <input style="width: 100%;" type="text"/> |
| -                                  | <input style="width: 100%;" type="text"/> | -            | <input style="width: 100%;" type="text"/> |
| -                                  | <input style="width: 100%;" type="text"/> | -            | <input style="width: 100%;" type="text"/> |
| -                                  | <input style="width: 100%;" type="text"/> | -            | <input style="width: 100%;" type="text"/> |
| TEL                                | <input style="width: 100%;" type="text"/> | TEL          | <input style="width: 100%;" type="text"/> |
| FAX                                | <input style="width: 100%;" type="text"/> | FAX          | <input style="width: 100%;" type="text"/> |
| E-MAIL                             | <input style="width: 100%;" type="text"/> | E-MAIL       | <input style="width: 100%;" 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   | <input type="text"/> |
| TEL    | <input type="text"/> |
| E-MAIL | <input type="text"/> |

**FINANCIAL CONTROLLER/ DIRECTOR**

|        |                      |
|--------|----------------------|
| NAME   | <input type="text"/> |
| TEL    | <input type="text"/> |
| E-MAIL | <input type="text"/> |

**ACCOUNTS**

|                   |                      |
|-------------------|----------------------|
| NAME              | <input type="text"/> |
| TEL               | <input type="text"/> |
| GENERAL E-MAIL    | <input type="text"/> |
| INVOICING E-MAIL  | <input type="text"/> |
| STATEMENTS E-MAIL | <input type="text"/> |

*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 | <input type="text"/> | E-MAIL | <input type="text"/> |
|------|----------------------|--------|----------------------|

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      | <input type="text"/> | POSITION | <input type="text"/> |
| SIGNATURE | <input type="text"/> | DATE     | <input type="text"/> |

**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 | <input type="text"/> |
| Region                    | <input type="text"/> |
| Red Account No.           | <input type="text"/> |
| New Business Manager      | <input type="text"/> |
| Account Manager           | <input type="text"/> |
| 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 Day:** 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 Equipment:** 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.

**Declaration Form:** the form 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 4.5.

**Goods:** the goods (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 Quote.

**Quote:** 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 Quote as evidenced in writing.

**Relevant Legislation:** means all legislation, Regulations, Directives, Codes of Practice, Guidance Notes, currently in force for the time being, taking account of any amendment, extension 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 Quote.

**Supplier:** the supplier whose name, address and contact details are set out in the Quote.

**Supplier's Equipment:** any Goods to be supplied to the Client on a rental basis, as specified in the Quote.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

**Waste:** means solids, fluids or gasses, which may be noxious, toxic or harmless as set out and detailed in the Quote.

1.1 Condition headings shall not affect the interpretation of these Conditions.

1.2 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.

1.3 Words in the singular shall include the plural and vice versa.

1.4 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.

1.5 A reference to written or writing includes fax and email.

## 2. QUOTES

2.1 Subject to Condition 2.2, any Quote is valid for a period of 30 days from the date marked on it, provided that the Supplier has not previously withdrawn it.

2.2 All Quotes 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 Quote, in which case a replacement Quote may be issued by the Supplier in substitution.

## 3. APPLICATION OF CONDITIONS

3.1 These Conditions shall:

(a) apply to and be incorporated into the Contract;

(b) prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing; and

(c) apply to the supply of both the Goods and the Services except where application to one or the other is specified.

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

3.3 The Order shall only be deemed accepted and the Contract established upon the earlier of:

(a) a written acknowledgement being issued to the Client by the Supplier; and

(b) the Supplier starting to provide the Goods and/or Services.

## 4. THE SUPPLIER'S OBLIGATIONS

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

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

4.3 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 5.1(b), 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.

4.4 The Supplier shall ensure that:

(a) 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 instalments, the outstanding balance of Goods remaining to be delivered; and

(b) if the Supplier requires the Client to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note.

4.5 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.

4.6 The Supplier warrants that on delivery the Goods shall:

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

(b) be of satisfactory quality and fit for the purpose held out by the Client.

4.7 Subject to condition 4.8, if:

(a) 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;

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

(c) the Client (if 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 in full.

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

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

(b) the defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same.

4.9 Except as provided in this 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.

4.10 The Supplier reserves the right to amend the Goods and/or 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

5.1 The Client shall:

(a) be responsible (at its own cost) for preparing and maintaining 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;

(b) 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);

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

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

(e) 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 learning of any breach, or potential breach, the Client must notify the Supplier immediately and upon notification, the Supplier has a discretion to:

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

ii. notify the Client to remove the Waste at the Client's own cost and pay the Supplier for any costs incurred by it up until and including the date of removal.

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

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

(h) ensure that all drummed and/or packaged Waste is in a sealed container of the correct UN Specification (if applicable), is in 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;

(i) ensure that, if either 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 either:

a. remove the Waste at its own cost and:

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

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

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

(j) 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;

(k) not part with control of, sell or offer for sale, underlet or lend the Supplier's Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it; and

(l) ensure that at all times the Supplier's Equipment remains identifiable as being the Supplier's property.

5.2 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.

5.3 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 deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, breach of warranty (including, for the avoidance of doubt, any breach by the Client of any of the warranties at condition 5.6 below), failure to perform or delay in the performance of any of its obligations under the Contract or Relevant Legislation, subject to the Supplier confirming such costs, charges and losses to the Client in writing.

5.4 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, solicit or entice away from 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.

5.5 Any consent given by the Supplier in accordance with condition 5.4 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.

5.6 The Client warrants and agrees that:

(a) at all times the Waste that the Client presents for removal pursuant to the Contract shall exclude any materials and substances not included in the Waste detailed in the Quote;

(b) all information in the Declaration Form is true and accurate and contains no errors or omissions; and

(c) there are no foreign objects in any Waste destined for the shredder;

(d) 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 this Condition 5.6.

## 6. CHARGES AND PAYMENT

6.1 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 Quote, or, as the case may be, as set out in condition 6.2 which will apply if the Supplier has agreed to provide the Services on a time and material basis.

6.2 Where the Services are provided on a time and materials basis:

(a) 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;

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

(c) the Supplier shall be entitled to charge an overtime rate of 200% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it emerges on the Services outside the hours referred to in condition 6.2(b).

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

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

6.5 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

6.6 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.

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

(a) charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of HSBC UK Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or

(b) suspend the supply of Services or all further delivery of Goods under the Contract or any other contract between the Client and the Supplier until payment has been made in full.

6.8 Time for payment shall be of the essence of the Contract.

6.9 All sums payable to the Supplier under this Contract shall become due immediately on its termination, despite any other provision. This condition 6.9 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.10 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.

## 7. TITLE AND RISK AND THE SUPPLIER'S PROPERTY

7.1 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Client, including the Supplier's Equipment (but excluding other Goods being purchased by the Client

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

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



as specified in the Quote (Purchased Goods)), shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

7.2 The risk in any Purchased Goods shall pass to the Client on completion of delivery.

7.3 Title to 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.

7.4 Until title to any Goods has passed to the Client, the Client shall;

(a) store those Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to those Goods; and

(c) maintain those Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

7.5 If, before title to any Goods passes to the Client, the Client becomes subject to any of the events listed in condition 10.2, then, without limiting any other right or remedy the Supplier may have the Supplier may at any time:

(a) require the Client to deliver up all Goods; and

(b) 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.

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

## 8. LIMITATION OF LIABILITY

8.1 This Condition 8 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractor) to the Client in respect of:

(a) any breach by the Supplier of the Contract;

(b) any use made by the Client of the Goods and/or Services, or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) of the Supplier arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these Conditions limits or excludes the liability of the Supplier;

(a) for death or personal injury resulting from its own negligence or that of its employees, agents or sub-contractors; or

(b) for fraud or fraudulent misrepresentation by the Supplier.

8.4 Subject to Condition 8.2 and Condition 8.3

(a) the Supplier shall not be liable for:

i. loss of profits; or

ii. loss of sales or business; or

iii. depletion of goodwill and/or similar losses; or

iv. loss of anticipated savings; or

v. loss of goods; or

vi. loss of agreement or contract; or

vii. loss of use; or

viii. loss of corruption of data or information; or

ix. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) 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 and/or Services.

## 9. CONFIDENTIALITY AND DATA PROTECTION

9.1 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 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 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 know the same for the purpose 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.

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

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

## 10. TERMINATION

10.1 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 10 Business Days' written notice.

10.2 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:

(a) 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 5.6 or condition 6.5; or

(b) 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

(c) 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

(d) 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 creditor to appoint a receiver or manager of the Client, or if any other person takes possession of or sells the Client's assets; or

(e) the Client makes 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

(f) 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

(g) the Client's financial position deteriorates to such an extent that in the Supplier's opinion the Client's capability to adequately fulfil its obligations under the Contract have been placed in jeopardy; or

(h) the Client takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or

(i) there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010).

10.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Goods and/or Services 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 10.2b to 10.2(h), 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:

(a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied under the Contract or any other contract between the Client and Supplier but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) the Supplier's consent to the Client's possession of the Supplier's Equipment shall terminate and Supplier may, by its authorised representatives, without notice and at the Client's expense, retake possession of the Supplier's Equipment and for this purpose may access to the Delivery Location or any premises at which the Supplier's Equipment is located; and

(c) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

10.5 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 existed 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, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Supplier's or its sub-contractors.

11.2 If the Supplier's exit route is blocked by any of the circumstances set out in condition 11.1, and no reasonable alternative exit routes are available, the Supplier is entitled to:

(a) return the Waste to the Client and upon doing so, reimburse the Client for any amounts already paid for the provision of the Services under the Quote; and

(b) receive full reimbursement of the costs incurred by the Supplier in order to return the Waste to the Client, being payable on demand.

## 12. VARIATION

Notwithstanding any other Condition of this Contract, no variation of the Contract or 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. WAIVER

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

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

## 14. SEVERANCE

14.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

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 to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

## 15. STATUS OF PRE-CONTRACTUAL STATEMENTS

Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (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

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

## 18. NOTICES

18.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (a) 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

(b) sent by fax to its main fax number or sent by email to the address specified in the Order (in the case of the Client) or the Quote (in the case of the Supplier).

18.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;

(b) 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

(c) 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.

**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.