

## ALAN'S SKIP HIRE LIMITED – TERMS & CONDITIONS OF SKIP HIRE.

THE FIRST PART OF THESE TERMS APPLY TO BOTH TRADERS AND CONSUMERS BUT THE FOLLOWING CLAUSE NUMBERS SHALL NOT APPLY TO CONSUMERS, AND THE SEPARATE CONSUMER TERMS SHALL APPLY INSTEAD: 5.4, 5.7, 7.4, 7.6, 8.5, 10.1 AND 10.3.

The definitions and rules of interpretation in this clause apply in these terms. **Contract:** the hire agreement, and any continuation thereof, entered into between ASH and the Customer which incorporates these terms **Customer:** the person, firm or company who is party to this Contract. **Delivery:** the transfer of physical possession of the Waste Container to the Customer at the Site. **Hire Period:** means the period of hire of the Waste Container as set out in the Contract, or if not specified, a period of 14 days, unless the Contract is terminated earlier in accordance with these Terms or extended by agreement **Rental Payments:** the payment(s) made by or on behalf of Customer for hire of the Waste Container and the provision of the Services **Services:** principally (i) the deposit and collection of the Waste Container, (ii) the disposal of the content of the Waste Container, (iii) where relevant the taking away of a full Waste Container and the replacement with an empty Waste Container for continued use, but includes any and all services provided or to be provided by ASH to the Customer **Site:** the premises at which the Waste Container is to be used during the Hire Period **Waste Container:** any waste receptacle, including but not limited to skips, hired by ASH to the Customer pursuant to these terms, including any replacement or substitution **Start Date:** the sooner of (i) the date on which either the Customer orders the Waste Container, including by phone or, (ii) the date on which the Hire Period starts **Total Loss:** due to the Customer's default the Waste Container is, in ASH's reasonable opinion or the opinion of its insurer, damaged beyond repair, lost, stolen, seized or confiscated. **VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

- A reference to a statute or statutory provision is a reference to it as it is in force for the time being and includes any equivalent provision in any replacement legislation.
- Any obligation in these terms on the Customer not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- Any obligation on and/or reference to the Customer shall include that party's agents, sub-contractors or employees,

1.1 **Who we are.** We are Alan's Skip Hire Limited a company registered in England and Wales. Our company registration number is 04829675 and our registered office is at The Mill, Morton, Oswestry, Shropshire, SY10 8BH. Our registered VAT number is 817743609.

1.2 **How to contact us.** You can contact us by telephoning our customer service team at 01244 660 422 or by writing to us at enquiries@alansskipsco.uk or Alans Skip Hire, Broughton Mills Road, Bretton CH4 0BY.

1.3 **How we may contact You.** If we have to contact you we will do so by telephone or by writing (including SMS text message) to you at the email address or postal address or mobile number You provided to us in the online order form.

1.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails and also the contact form via our website or app.

**2.**

2.1 These terms shall bind the Customer immediately upon the Start Date.

**3.**

3.1 ASH shall hire the Waste Container to the Customer for use at the Site subject to the terms and conditions of this agreement.

3.2 ASH shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Customer's quiet possession of the Waste Container.

**4.**

The Hire Period starts immediately upon Delivery and shall continue unless terminated earlier in accordance with its terms.

**5.**

5.1 The Customer shall pay the Rental Payments to ASH. The first Rental Payment shall be made in advance of the start of the Hire Period. Unless agreed otherwise, payment for any replacement or substituted Waste Container shall be made prior to ASH agreeing to supply that Container.

5.2 ASH may, in its absolute discretion, ask for a deposit to be paid in relation to the Hire Period and/or the Services. If such a deposit is paid, ASH shall be entitled to use that deposit to settle any sums whatsoever due to ASH pursuant to the Contract.

5.3 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

5.4 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.5 If the Customer fails to make a payment due to ASH under this agreement by the due date, then, without limiting ASH's remedies the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

5.6 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 5.7 ASH shall be entitled to vary the Rental Payment so long as (i) there are no more than 3 price variations in any one calendar year, and (ii) the aggregate of any price variations in a calendar year do not increase the price by more than 45% (excluding VAT) from the Rental Payment at the beginning of the calendar year in which the variations are made. If ASH proposes to vary the price in a way that does not accord with this clause 5.7, the Customer shall have a right to, but shall not be obliged to, terminate the contract on the express condition that the termination is notified to ASH in writing within 14 calendar days of the date on which the price increase which falls foul of this clause was first notified to the Customer.

## 6.

- 6.1 Delivery of the Waste Container shall be made by ASH. ASH shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties but time of Delivery, or of performance of any other Services, shall not be of the essence of the Contract.
- 6.2 The Customer shall ensure that either they personally or a duly authorised representative of theirs shall be present at the Delivery of the Waste Container. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Waste Container and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by ASH, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 6.3 ASH shall endeavour to accommodate the Customer's requests in terms of where the Waste Container is to be located at the Site. However, ASH shall not be obliged to place the Waste Container in any particular position and ASH's decision as to where the Waste Container can be placed shall be final.
- 6.4 If the Waste Container is a skip, and in the reasonable opinion of ASH is too heavy or otherwise unsafe to remove or move, the Customer may, at ASH's sole discretion, be required to remove items from the skip or order another skip in order to remove the excess. ASH shall return when the Waste Container is safe to move and a failed collection charge of £50 plus VAT shall be paid by the Customer.

## 7.

- 7.1 The Waste Container shall at all times remain the property of ASH, and the Customer shall have no right, title or interest in or to the Waste Container (save the right to possession and use of the Waste Container subject to the terms and conditions of this agreement).
- 7.2 In the case of skips, legal ownership in any items or material placed in the skip will vest in ASH upon collection and removal of the skip from the Site by ASH.
- 7.3 The risk of loss, theft, damage or destruction of the Waste Container shall pass to the Customer on Delivery. The Waste Container shall

remain at the sole risk of the Customer during the Hire Period and any further term during which the Waste Container is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Waste Container is collected by ASH.

- 7.4 During the Hire Period and the Risk Period, the Customer shall, at its own expense ensure that the Waste Container is insured for a sum not less than an amount representing the Total Loss by the Customer's insurance during the Hire Period.
- 7.5 The Customer shall give immediate written notice to ASH in the event of any loss, accident or damage to the Waste Container arising out of or in connection with the Customer's possession or use of the Waste Container.
- 7.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to ASH and proof of premium payment to ASH to confirm the insurance arrangements.

## 8.

- 8.1 The Customer shall during the term of the Contract:
  - 8.1.1 ensure that the Waste Container is kept and used in a suitable place, and used only for the purposes for which it is designed;
  - 8.1.2 take such steps (including compliance with all safety and usage instructions provided by ASH) as may be necessary to ensure, so far as is reasonably practicable, that the Waste Container is at all times safe and without risk to health;
  - 8.1.3 Provide ASH, in a timely manner and at no charge, with safe and unhindered access to the Site in connection with the Waste Container and/or Services. In the event that ASH cannot, through no fault of its own, access the Containers in order to perform the Services the Customer shall be responsible for resolving any such access issues (at their own cost) and if ASH cannot Deliver or collect the Waste Container on any occasion, the Customer shall be liable to pay £50 plus VAT as a failed delivery charge;
  - 8.1.4 be responsible (at its own cost) for preparing and maintaining the Site;
  - 8.1.5 be responsible for ensuring that the Site, including any part thereof, is suitable and safe for the Waste Container to be sited and that no damage would be caused to the Site by the Delivery and/or depositing of the Waste Container;
  - 8.1.6 Inform ASH of all health and safety rules and regulations and any other reasonable security and/or safety requirements that apply at the Site;
  - 8.1.7 Obtain and maintain all necessary licences and consents and comply with all relevant legislation, regulations and good practice;

- 8.1.8 not deposit any confidential and/or contaminated/hazardous waste and/or include waste which requires notification under the Special Waste Regulations 1980;
  - 8.1.9 In the case of a skip, not overload it beyond the level identified on the skip;
  - 8.1.10 maintain the Waste Container in materially the same condition that it was in upon Delivery (fair wear and tear only excepted);
  - 8.1.11 make no alteration to the Waste Container;
  - 8.1.12 keep ASH fully informed of all material matters relating to the Waste Container;
  - 8.1.13 keep the Waste Container at all times at the Site and shall not move or attempt to move any part of the Waste Container to any other location without ASH's prior written consent;
  - 8.1.14 permit ASH or its duly authorised representative to inspect the Waste Container at all reasonable times and for such purpose to enter upon the Site or any premises at which the Waste Container may be located, and shall grant reasonable access and facilities for such inspection;
  - 8.1.15 not, without the prior written consent of ASH, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, licence, underlet or lend the Waste Container or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
  - 8.1.16 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of ASH in the Waste Container;
  - 8.1.17 not suffer or permit the Waste Container to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Waste Container is so confiscated, seized or taken, the Customer shall notify ASH and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Waste Container and shall indemnify ASH on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
  - 8.1.18 not use the Waste Container for any unlawful purpose;
  - 8.1.19 allow ASH or its representatives access to the Site or any premises where the Waste Container is located for purposes solely connected with the Waste Container, including its delivery and removal.
- 8.2 In the event that access pursuant to clauses 8.14 and/or 8.1.19 is not granted within 3 calendar days of ASH seeking to obtain access, the Customer hereby grants to ASH a bare licence to access the Site exclusively for the purposes referred to in the respective aforesaid clauses.

- 8.3 If the Customer moves the Waste Container from or off the Site or for any reason the Waste Container is kept on or near a public highway, or generally not on the Customer's property then:
- 8.3.1 For the purpose only of sections 139 and 140 of the Highways Act 1980 and the Builders' Skips (Markings) Regulations 1984 the Customer is deemed to be the owner of any ASH Containers;
  - 8.3.2 The Customer is responsible for ensuring that any Waste Container comply with the requirements of the Highways Act 1980, the Builders' Skip (Markings) Regulations 1984 and the requirements or conditions imposed by any local or governmental authority for so long as the Waste Container is in the possession of the Customer;
  - 8.3.3 In addition to any other requirements placed on the Customer pursuant to this agreement the Customer shall take all reasonable precautions and exercise all due diligence in respect of ensuring that the Waste Container does not pose any health and/or safety risk, including but not limited to ensuring that at night the following precautions are taken (i) A traffic lamp in working order and which complies with the Traffic Sign Regulations shall be placed or attached to the Waste Container and (ii) Each traffic lamp shall have an illuminate power of not less than 1 candela and shall remain lit throughout hours of darkness.
- 8.4 The Customer acknowledges that ASH shall not be responsible for any loss of or damage to the Waste Container or the Site arising out of or in connection with any negligence, misuse and/or mishandling of the Waste Container or otherwise caused by the Customer or its officers, employees, agents and contractors.
- 8.5 The Customer undertakes to indemnify ASH on demand against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this agreement.
- 8.6 The Customer warrants that any information given to ASH about the use to which the Waste Container is to be put, including in the case of skips the type of material that is to be deposited in the skip, is accurate and not misleading.

## 9.

- 9.1 ASH warrants that:
- 9.1.1 the Waste Container shall substantially conform to its specification (as made available by ASH, if any) and be fit for any purpose held out by ASH; and
  - 9.1.2 ASH shall deal with any waste put in the Waste Container in a manner which complies with statutory and/or regulatory requirements save that ASH shall not be obliged to deal at all with waste that does not comply with clause 8.1.8, 8.1.9 and/or 8.1.18.

## 10.

- 10.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 10.2 Nothing in this agreement limits or excludes the liability of ASH:
  - 10.2.1 For death or personal injury resulting from negligence; or
  - 10.2.2 For any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by ASH.
- 10.3 Subject to clause 10.2:
  - 10.3.1 ASH shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods and/or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
  - 10.3.2 ASH'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 this agreement shall be limited to a sum equivalent to ASH's net profit on the Rental Payment(s).
- 10.4 The Customer hereby acknowledges that the price payable under this agreement is directly related to the level of risk undertaken by ASH and that if the Customer so desired a variation of the price could be negotiated on the basis that the Customer required ASH to increase its level of risk.

## 11.

- 11.1 Without affecting any other right or remedy available to it, ASH may terminate this agreement with immediate effect by giving written notice to the Customer if:
  - 11.1.1 the Customer fails to pay any amount due under this agreement on the due date for payment;
  - 11.1.2 the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 calendar days after being notified to do so;
  - 11.1.3 the Customer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - 11.1.4 the Customer is, or in the reasonable opinion of ASH is likely to become, insolvent;

- 11.1.5 the Customer (being a business) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 11.1.6 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.
- 11.2 This agreement shall automatically terminate if a Total Loss occurs in relation to the Waste Container.
- 11.3 Upon termination of this agreement, however caused:
  - 11.3.1 ASH's consent to the Customer's possession of the Waste Container shall terminate and ASH may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Waste Container and for this purpose may enter the Site or any premises at which the Waste Container is located; and
  - 11.3.2 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to ASH on demand:
    - 11.3.2.1 all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued;
    - 11.3.2.2 any costs and expenses incurred by ASH in recovering the Waste Container and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 11.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **12.**

- 12.1 Given the value of the work involved the parties agree that it is not practical to issue delivery tickets or obtain signatures for each collection. ASH's records shall stand as proof of service.
- 12.2 This agreement is personal to the Customer and cannot be assigned without ASH's prior written consent. ASH may assign, subcontract, novate, transfer or deal in any other manner with all or any of its rights or obligations under this agreement.
- 12.3 ASH will not accept any correspondence from and shall not deal at all with any party other than the Customer in respect of the Services and this agreement. This means that ASH shall not deal with the Customer's party agent if the Customer decided to appoint one.



- 12.4 The Customer acknowledges and agrees that details of the Customer'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 ASH in connection with the Services.
- 12.5 Each right or remedy of ASH under this agreement is without prejudice to any other right or remedy of ASH whether under this agreement or not.
- 12.6 ASH shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 12.7 This agreement constitutes the whole agreement between ASH and the Customer and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
- 12.8 The Customer acknowledges that, in entering into this agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement and in the Contract.
- 12.9 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties
- 12.10 If any provision of this agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this agreement and the remainder of such provision shall continue in full force and effect.
- 12.11 Failure or delay by ASH in enforcing or partially enforcing any provision of this agreement shall not be construed as a waiver of any of its rights under this agreement.
- 12.12 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.13 The parties to this agreement do not intend that any term of this agreement shall be enforceable by virtue of this agreement (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.14 The formation, existence, construction, performance, validity and all aspects of this agreement and any and all matters relating to it shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 12.15 Any notice or written request given by the Customer in relation to the Services and these terms, including but not limited to notice to terminate this agreement, shall be in writing, sent for the attention of the Managing Director, delivered by recorded delivery and provide the date of the notice. Any notice or request which does not comply with this clause shall not be a valid.

## **TERMS APPLICABLE TO CONSUMERS ONLY**

AS A CONSUMER, THE CUSTOMER HAS LEGAL RIGHTS AND REMEDIES IN RELATION TO THIS CONTRACT. ADVICE ABOUT THE CUSTOMER'S LEGAL RIGHTS AND REMEDIES IS AVAILABLE FROM THE CITIZENS' ADVICE BUREAU.

DO NOT ACCEPT THESE TERMS AND CONDITIONS IF YOU ARE UNHAPPY WITH THEM OR UNSURE ABOUT ANYTHING.

### **13. THE CUSTOMER RIGHTS TO END THE CONTRACT**

**The Customer can always end the contract with us.** The Customer's rights when ending the contract will depend how we are performing and when the Customer decide to end the contract:

13.1 **Ending the contract because of something ASH has done or is going to do.** If the Customer is ending a contract for a reason set out at 13.1.1 – 13.1.5 below the contract will end immediately and the Customer will be refunded in full for any Services which have not been provided and the Customer may also be entitled to compensation. The reasons are:

13.1.1 we have told the Customer about an upcoming change to the Hire Period and/or Services or these terms which the Customer do not agree to;

13.1.2 we have told the Customer about an error in the price and the Customer does not wish to proceed;

13.1.3 there is a risk that supply of the Services or the hire of the Waste Container may be significantly delayed because of events outside our control;

13.1.4 we cannot hire the Waste Container or provide the Services for technical reasons, or ASH notify the Customer about a proposed suspension for technical reasons in each case for a period of more than one week; or

13.1.5 the Customer has a legal right to end the contract because of something we have done wrong.

13.2 **Ending the contract by exercising the Customer's right to change their mind (Consumer Contracts Regulations 2013).** For most services ordered online or over the phone the Customer will have a legal right to change their mind within 14 days and receive a refund of any money paid. However:

13.2.1 If the Customer cancels after we have started to provide Services or the Hire Period has started, the Customer must pay ASH the Rental Payment even if the 14 day cancellation period is still running; and

13.2.2 The Customer does not have a right to change their mind once provision of the Services or the Hire Period has been completed, even if the 14 day cancellation period is still running.

- 13.3 **Ending the contract where we are not at fault and there is no right to change the Customer's mind.** Please be aware that the money paid for the Hire Period is an entire sum, and is therefore not refundable in part if the Customer ends the contract where ASH is not at fault.

Even if we are not at fault and the Customer does not have a right to change their mind the Customer can still end the contract before it is completed, but the Rental Payment will be payable in full anyway. A contract for services is completed when we have finished providing the services or, in this case, when the Hire Period is over. If The Customer wants to end a contract before it is completed where we are not at fault and the 14 day cooling off period has expired please contact us to let us know. The contract will end immediately and we will refund any sums paid by the Customer for Services not provided. Please be aware that the money paid for the Hire Period is an entire sum, and is therefore not refundable in part if the Customer ends the contract where ASH is not at fault.

#### **14. HOW TO END THE CONTRACT WITH US**

- 14.1 To end the contract with us, please let us know by doing one of the following:
- 14.1.1 **Phone or email.** You can contact us by telephoning our customer service team at 01244 660 422 or by writing to us at enquiries@alansskipsco.uk or Alans Skip Hire, Broughton Mills Road, Bretton CH4 0BY.
  - 14.1.2 **Online.** Complete the [form [INSERT LINK TO ONLINE FORM](#)] on our website.
  - 14.1.3 **By post.** Write to us at the address given at 14.1.1.
- 14.2 **How we will refund the Customer.** We will refund the Customer the Rental Payment by bank transfer within 7 days of the Customer providing us with the relevant details. However, we may make deductions from the price, as described below.

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

- 15.1 **We may end the contract if the Customer breaks it.** We may end the contract at any time by writing to the Customer if:
- 15.1.1 The Customer does not make any payment to us when it is due and the Customer still does not make payment within 7 days of us reminding the Customer that payment is due;
  - 15.1.2 The Customer does not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services; or
  - 15.1.3 The Customer does not, within a reasonable time, allow us access to the Site in order to deposit the Waste Container; or
  - 15.1.4 The Customer materially breaches this agreement;

- 15.1.5 The Customer is made, or in the reasonable opinion of ASH is likely to be made, bankrupt.
- 15.2 **The Customer must compensate us if the Customer break the contract.** In addition to ASH's right to withdraw from the contract (set out below at 15.3) if ASH end the contract in the situations set out in Clause 15.1 and ASH could have hired the Waste Container to a third party during the time of the proposed Hire Period then ASH shall be entitled to keep any money paid to ASH in advance of the Hire Period starting.
- 15.3 **ASH may withdraw the Waste Container hire and/or the Services.** We may write to the Customer to let them know that we are going to stop providing the product. We will let the Customer know as soon as reasonably practicable that we will not be hiring the Waste Container and/or providing the Services.
- 15.4 **ASH's losses caused by the Customer.** The Customer shall be liable to pay to ASH, on demand, all reasonable costs, charges or losses sustained or incurred by ASH (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to ASH confirming such costs, charges and losses to the Customer in writing.
- 15.5 **ASH can recover costs if the Customer fails to make payment.** In the event that the Customer fails and/or refuse to pay ASH any sum when due, the Customer shall be liable to pay ASH as a debt any reasonable and proportionate costs/charges/fees incurred (including but not limited to legal costs and court fees) by ASH and/or its agents.
- 15.6 **Nothing in this Clause 15 shall prejudice ASH's other rights or remedies.** Any existing 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.

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

- 16.1 **We are responsible to the Customer for foreseeable loss and damage caused by us.** If ASH fails to comply with these terms, we are responsible for loss or damage the Customer suffers that is a foreseeable result of ASH breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both ASH and the Customer knew it might happen, for example, if the Customer discussed it with ASH during the sales process.
- 16.2 **ASH does not exclude or limit in any way our liability to the Customer where it would be unlawful to do so.** This includes liability for death or personal injury caused by ASH's negligence or the negligence of its employees, agents or subcontractors; and/or for fraud or fraudulent misrepresentation.

16.3 **We are not liable for business losses.** If the Customer, having told ASH that they are acting as a consumer, uses the Waste Container for any business purpose ASH will have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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

**How we may use your personal information.** ASH will only use your personal information as set out in our Privacy Policy here; <https://www.alansskips.co.uk/privacy-policy/>