

Service Agreement Terms and Conditions

The Company means P F Ahern (London) Ltd, Oliver Close, West Thurrock, Essex, RM20 3EE
Tel: 01708 865599, email: customerservice@ahern.co.uk, web: www.ahern.co.uk

The Customer means the customer referred to within the quotation, though where the customer is more than one person (e.g. Partnership) all obligations under this contract are joint and several obligations.

It shall be the duty of P.F.Ahern (London) Ltd known hereafter as "the Company" to provide an exclusive service in accordance with the waste and service specifications for the above contract number and the terms and conditions as laid out below.

1. The Service provided is for the waste description as specified within the above Service contract. Any waste not as described in the service contract such as uncontained waste, loose waste, excessively weighted or unidentified waste will be collected at the company's discretion only after written confirmation has been obtained from the Customer to do so and incur additional charges.

The customer shall not allow any person, firm or contractor other than the company or its appointed contractors to service the container.
 2. The company's general policy is only to service the quantity of containers and detailed waste. However, we recognise the need to leave the Customer's premises in a clean and tidy condition avoiding any environmental problems associated with excess waste. The Customer has indicated, by signing their service contract, their willingness to pay a pro rata fee of the collection price for all non-containerised waste. If removal of excess waste occurs on a regular basis, the company reserves the right to review the Customer's service requirements
 3. If the Customer wishes to amend the waste type as specified in the service contract then it should be notified to the company both verbally and in writing as soon as possible in order to amend the waste control document. Any amendment to the waste type could result in a change to price per collection.
 4. The Customer shall ensure that the Company has clear access for collection of Customers waste on appointed days. If the container cannot be emptied due to either a lack of access or obstruction the Company reserves the right to charge a wasted journey fee
 5. Unless otherwise specified in this agreement the material to be collected shall not contain or be presented in such condition as likely to cause damage or obstruction to the collecting vehicle emptying equipment. In the event of such an occurrence the Customer shall be liable for damage and any subsequent loss of earnings to the Company by reason of impairment of the equipment.
 6. Unless provided by the Customer the container shall remain the property of the Company and the Customer shall have no right to the containers other than that as the Customer. For the duration of the contract the Customer shall ensure that they:
 - i) Have full responsibility for the container and to provide adequate insurance cover.
 - ii) Shall take reasonable care of the container.
 - iii) Shall repair damage caused to it.

The Customer shall notify any defect/fault in the container, or the container becomes a Health and Safety hazard, to the Company in writing and shall, on replacement by the company or repair of the existing container, return it to the Company at the end or termination of the agreement in good condition save for fair wear and tear. Any damage not deemed to fair wear and tear upon collection will be chargeable to the Customer.
 7. If the hirer is not a limited company then termination of this contract is covered by the consumer credit act 1974.

In the event of the removal of the units from the premises the Customer will be responsible for all costs, claims and demands in respect of reinstatement of the premises.

The Company shall be entitled to terminate this agreement without notice in the event of any material breach, including, but not limited to:
- i) The inclusion of waste left for collection of any material other than that specified by this agreement (for example non light compactable waste within our Eurobin/REL/FEL containers).
- ii) Repeated or frequent failure to provide access to container to be emptied.
- iii) Any sum due to the Company is consistently unpaid on due date.
- iv) Insolvency of the Customer.
8. The Customer will ensure that the waste left for the Company's collection is limited to that described in the waste control document attached and that no "Special Waste" as defined in the Environment Protection Act 1990 and the Special Waste Regulations 1996 or any legislation replacing either enactment. Examples of these types of waste include, but are not limited to, Asbestos, Fridges/Freezers, Gas Bottles, Thinners, Solvents and Oil or Paint whether or not in containers. None of these types of waste can be put in your container with prior written authority of the Company.
9. No fires shall be lit in any of the waste receptacles left by the Company.
10. This agreement shall last for a period of 12 months at the agreed rates and unless terminated by not less than 60 days prior to the anniversary date shall be deemed to have been extended for a further successive period of 12 months. To avoid any ambiguity, unless explicitly stated in the contract, the contracted start date shall be the date of the first service. The Company shall be entitled to review its charges from the 1st April each year. In the event that such a review results in an increase in the charges made by the Company for the same requirements as specified in the agreement by more than 5% the Customer shall be entitled to terminate this agreement by giving one month notice in writing.
11. All sums due to the Company hereunder shall be payable within 30 days of being invoiced. If the Customer fails to pay all sums due to the Company on the due dates specified on the invoice then, without prejudice to any other rights the company may have, the Company shall be entitled to:
 - i) Cease taking orders from the Customer.
 - ii) Suspend any pre ordered services.
 - iii) Demand immediate payment of all sums invoiced to the Customer by the company whether or not due at the date of demand.
 - iv) Reserves the right to charge statutory interest for any late payments in accordance with current legislation of 8% above the Bank of England base rate plus any associated costs of collection.
12. We, the Company, reserve the right to change the service days/frequency of collections whilst still fulfilling the applicable legislation to meet the operational requirements which, were possible, will be notified to the Customer once such a change is in effect.
13. Given the low value involved in each transaction, both parties agree that it is not practical to issue work tickets or obtain signatures for services performed and therefore the Customer accepts that the records kept by the company will be adequate proof of services. If the Customer requires signatures for services performed then formal written notification must be given to the Company.
14. This service is for the frequency as detailed on the service contract and to be charged for accordingly. If the Customers premises are closed for any period or the waste container is not accessible then 30 days' notice must be given to the Company to advise that collections are not required. If the Customer fails to notify the Company then the Company reserves the right to charge as if collections were made as per clause 4.
15. Any additional services not outlined in this contract (Including extra lifts) need to be pre-arranged and confirmed in writing,
16. The Company does not hire the containers to the Customer subject to any conditions or warranty express, implied or statutory in connection with the fitness for purpose or age of the containers and any conditions or warranties are hereby expressly excluded insofar as permitted by statute (save for the owners liability for death or personal injury caused by the negligence of the company, its employees or agents). The owner will not be responsible for any liability claim, loss, damage or expense of any kind caused directly or indirectly by units or their use.

Although the Company will use all reasonable endeavours to discharge its obligations under this agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

The customer hereby waives all future claims and rights of set-off against any instalments or rental or any payment due hereunder or otherwise and agrees to pay rental and other amounts hereunder or otherwise regardless of any equity, set-off or cross claim on the part of the Customer against the Company.
17. The above agreement should be governed by and construed in accordance with the laws of the United Kingdom.

The Company reserves the right to update its current terms & conditions of the service contract. Such notice will be notified to the Customer at the earliest opportunity and will be enforceable immediately.