

WWS (purchase) Terms and Conditions of Business

1. Introduction

1.1 These terms and conditions constitute the entire terms and conditions upon which the Customer agrees to contract for the purchase of Services.

1.2 This Agreement supersedes any written or oral representations, statements, understandings or agreements, except where specifically varied by written agreement by WWS.

1.3 By placing an order for the Services, you, the Customer, confirm your acceptance of the terms of the Agreement.

1.4 In the event of any conflict between the Agreement and any other document, the Agreement shall prevail.

Definitions

In this Agreement;

“Agreement” means these terms and conditions together with the Order Confirmation or Order to form Contract.

“Charges” means the prices for the Service set out in the Order Confirmation.

“Commencement Date” means the date stated in the Order Confirmation when the Equipment is to be delivered or Services are to commence.

“Competent Person” means a person adequately qualified to inspect the Work or provide support to WWS in line with health and safety legislation requirements.

“Contract Price” means the total charges for the Services as set out in the Order Confirmation.

“Contract” means the Customers instruction to WWS to provide services, subject to signing this Agreement, in addition the Client agrees that they will be bound by WWS, terms and conditions, and subsequent Orders placed via email or letter will be bound by these terms and conditions.

“Data Protection Laws” means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (from 25 May 2018) the GDPR, and any other laws in force from time to time which implement the GDPR, and all applicable formal and informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of any Regulatory Authority, and the equivalent in any other relevant jurisdictions, all as amended or replaced from time to time.

“Digital Signature” means an electronic signature that allows the Customer to instruct WWS to carry out Work.

“End User (s)” means the Customer’s client is the user or end user of the Service.

“Equipment” means any waste water equipment, tank or any other equipment supplied by WWS as described in the Order Confirmation.

“Next Working Day Services” means the provision of Service the next working day subject to the Work being Signed Off, before 3.30pm (the previous day).

“Order (s)” means the Customers instruction to WWS to proceed with the supply of Equipment and/or Services.

“Out of Hours” means support services offered to the Customer and charged at a different hourly rate; these services are delivered outside the hours of 8.00am to 4.00pm, Monday to Friday, these services are offered on a “when available” basis as fully described in the Order Confirmation.

“POD” or “Proof of Delivery” means the Customer’s instruction to WWS to deliver the Equipment, as set out in the Order Confirmation, in which the risk transfers from WWS to the Customer.

“Quotation Document” means pre-contract information provided by you to allow WWS to provide an accurate quotation; the information provided by you will also be used to inform the initial Spec Document.

“Retention Period” means the period (if any) specified by the Customer for which particular, Personal Data should be retained by WWS before being destroyed or turned to the Customer.

“Retention Purpose” means the reason(s) why particular Personal Data processed by WWS on behalf of the Customer should be retained by WWS for the Retention Period.

“Service Level Agreement” (SLA) means the document that outlines the support service including the type of support package, response times and contact details provided by WWS to support the Service purchased by the Customer.

“Site Survey” means a service where WWS assesses the Customer’s request for all services that require further information prior to a quotation, in the event the Customer is quoted for services (the Quotation Document will always be subject to survey), WWS being the sole arbiter of the issue, more fully described in the Order Confirmation.

“Site Visit” means the Customer requires an WWS employee to visit their Customer’s site; resulting in Work being carried out on the Customers site.

“Snagging” means minor issues related to the installation of the Equipment carried out by WWS, for example cosmetic damage to the structure including scrapes, scratches and wear and tear sustained during installation.

“the Customer” and “You / Your” means the company, firm, person, persons, corporation or public authority or employee of the corporation or public authority identified in the Order Confirmation as contracting for the Service and includes their successors or personal representatives.

“the Order Confirmation” means the email or letter (Order) sent by the Customer to WWS which sets out details of the Service to be provided, price and such other specific details subject to these terms and conditions.

“the Service” and **“Services”** means the supply of Equipment and in addition the supply of waste water services, consultancy and support services where for Equipment supplied (together or individually known as **“Work”**, all as more fully described in the Order Confirmation.

“Waste Transfer Note” means the legislative based paperwork required by law and populated and signed by the Customer, including provision of the SIC (standard industrial classification).

“Working Day” means within the hours of 8.00am to 4.00pm, Monday to Friday only, not including bank holidays;

“Work Location” means the site or customer site where the work will be carried out.

“Work Ready” means that the Work Location is safe for WWS to deliver and uplift services (in line with all relevant legislation) and all utilities and facilities (including sump tank) are in place before any Work can commence.

“Writing” includes any written paper document, any fax and any email correspondence.

“WWS” or **“we/our/us”** means Waste Water Services Ltd, a company registered in Scotland (Company Number SC306209) and with its registered office at 8 Douglas Street, Hamilton, Lanarkshire, ML3 0BP

2. Service Provision

2.1 WWS reserves the right to accept or reject any Order received from you the Customer subject to Contract and in line with this Agreement.

2.2 WWS will use all reasonable endeavours to provide the Services as described in the Order Confirmation.

2.3 Where an Order is placed orally or in the event of any dispute as to the Order, the Order Confirmation shall be deemed as the authoritative Order.

2.4 Please note with regard to any telephone calls between us, we record all telephone conversations to assist with training and to ensure the best service is being provided.

2.5 We reserve the right to use third-party contractors to deliver Equipment as described in the Order Confirmation.

2.6 WWS shall perform the Services in compliance with all applicable laws,



enactments, orders, regulations, and other similar instruments (including but not limited to all applicable environmental and health and safety legislation).

WWS will not conduct activities counter to any legislation or breach health and safety regulation.

2.7 In the event of an outright purchase by the Customer, the Customer will own the Equipment from the point of delivery.

2.8 WWS will only deliver Services during appropriate weather conditions and subject to a suitable Work Location, WWS being the sole arbiter of this issue.

2.9 The Customer must be aware that all Next Working Day Services are subject to availability of Equipment.

3. Customer Obligations

3.1 The Customer shall pay the Charges for the Services in accordance with clauses 8 and 9 below.

3.2 The Customer is responsible for notifying WWS at the point of deliver, in the event of any problem with the Equipment, together with such information as WWS may request.

3.3 The Customer is responsible for providing a satisfactory level of cooperation and for providing all necessary information and access to enable WWS to deliver a quality service including;

3.3.1 completion and signing of both the credit application form and Terms and Conditions of business, including initialing each page of the terms and conditions.

3.3.2 provision to WWS promptly of all information (including correct site address) and documentation reasonably required by WWS.

3.3.3 provision of the correct measurements and scope of works including Service requirements, quantity and all relevant details required for WWS to deliver Services.

3.3.4 provision of suitable access to the Work Location (including the width of the road, height restrictions and a set down area for the Equipment) and suitable facilities.

3.3.5 allowing a Site Survey where applicable.

3.3.6 having the appropriate business insurance in place, in case of loss or damage to any Equipment.

3.3.7 permitting WWS to inspect the Work Location at anytime.

3.3.8 inform WWS as the exact location of the Equipment.

3.3.9 provide WWS an escort (Competent Person) to locate Equipment on the customers site.

3.3.10 providing a digital signature where applicable and agree to



Contract with WWS as outlines in this Agreement.

3.3.11 ensuring prompt Sign Off and signature of all other documentation including the POD (proof of delivery document).

3.3.12 ensuring prompt signature of any proof of delivery or the Waste Transfer Note, including populating the Waste Transfer Note, which includes providing the SIC on every occasion.

3.3.13 adhere to all appropriate legislation.

3.3.14 provision of suitable access to the Work Location, including make Work Ready the Work Location for WWS to deliver Services.

3.3.15 provide a nominated contact to deal with WWS and a nominated contact for holiday cover.

3.3.16 arrange and ensure all utilities are in place before WWS commences the Work.

3.4 The Customer is responsible for informing WWS as to the nature of the road surface at the delivery address. If the point of delivery is unsuitable for delivery (including set down area) and we are unable to make the delivery due to this (the WWS driver will be the arbiter), the Customer may be liable for additional delivery charges. WWS will be the sole arbiter with regards to this issue.

3.5 The Customer assumes full responsibility for the Equipment while on the Work Location. Any loss of Equipment will be automatically the responsibility of the Customer and the Customer liable for the loss (including damage to any vehicle while delivering Services).

3.6 The Customer is responsible for providing where applicable the accurate measurements and/or drawings to allow WWS to deliver Services. In the event that the Customer cannot provide the correct measurements required to provide Services, WWS will request a site survey. WWS shall be the sole arbiter of this issue.

3.7 The Customer is responsible for ensuring their employees and staff using WWS Services are aware of all health and safety issues related to using the Service including the fact that the water in the tanks provided are not for human consumption.

3.8 Without prejudice to its rights in terms of Clause 15 hereof, WWS is entitled to suspend or terminate the Agreement if the Customer fails to comply with any of its obligations under this Clause 3.

3.9 The Customer is responsible for informing WWS about the ground and weather conditions at the Work Location. In the event that WWS attempt to deliver Services and the Work Location is not suitable for installation of the Equipment, the Customer will be liable for any costs incurred by WWS.

3.10 The customer is responsible for gaining all necessary permissions including obtaining and holding all consents, licences, permits, planning permission including for listed buildings, ground mounted systems and other similar instruments which may be applicable to the Service.

3.11 If the case of third-party involvement including existing Customer suppliers or contractors nominated by the Customer, the Customer agrees and undertakes to ensure that all necessary information is communicated to all parties involved in the project or Work to be carried out. WWS is not responsible for briefing or instructing any such parties unless stated in the Order Confirmation.

3.12 During the Customers use of the Service or following completion of the Work, should the site (customer site) suffer Snagging, the incident should be treated as an insurance issue and not the responsibility of WWS.

3.13 The Customer is responsible for notifying WWS for any alterations to the customer site or the Work Location that may affect WWS delivering Services.

3.14 The Customer acknowledges and confirms they will communicate the key terms as outlined in this Agreement to all End Users and the Customer will take full responsibility for the End User using the WWS Service.

3.15 The Customer will not withhold payment for any reason including delays involving their clients or any third-party contract or arrangements.

3.16 The Customer recognises the importance of the following procedures and the Customer agrees to;

3.16.1 be responsible for signing the all proof of delivery documents.

3.16.2 sign and populate the Waste Transfer Note.

3.16.3 recognise that in many cases the Waste Transfer Note will also act as a proof of deliver document.

3.16.4 conduct an immediate inspection of the Equipment.

3.16.5 provide a 'Competent Person' to inspect the Equipment.

3.17 In the event the Customer delays Signing Off, the Customer is responsible for any delays to the Work.

4. Data Protection

4.1 Both parties shall observe all their obligations under the Data Protection Laws which arise out of or in connection with this Agreement, including but not limited to the provision or use of the Services. All words and expressions in this Clause 4 shall have the meaning set out in the Data Protection Laws.

4.2 The parties acknowledge that the Customer is the Data Controller and the Service Provider is the Data Processor in terms of this Agreement.

4.3 The Customer warrants to the Service Provider that all Personal Data provided to the Service Provider is relevant and limited to what is necessary for Processing for the purpose of delivering the Services ("the Purpose") and that the Customer has a legitimate basis for processing of the Personal Data provided to the Service Provider.

4.4 WWS acknowledges that, in the course of the provision of the Services it may have access to and may be required to process data comprising Personal Data for and on behalf of the Customer. It is the responsibility of the Customer to ensure that the Personal Data provided to WWS is adequate, relevant and limited to what is necessary for Processing for the purpose of delivering the Services (“the Purpose”). Any Personal Data provided to WWS which is deemed to be inadequate, not relevant or not necessary for the Purpose will be deleted and the Customer informed accordingly.

4.5 WWS shall only process such Personal Data in accordance with the instructions and authorisations of the Customer and solely as strictly necessary for the performance of its obligations under this Agreement.

4.6 WWS shall take appropriate technical and organisational security measures in respect of such Personal Data (including against the unauthorised or unlawful processing, access or disclosure of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data).

4.7 Without prejudice to any other right or remedy WWS may have, WWS shall inform the Customer forthwith (and in any event within 24 hours of becoming aware of the event) in writing upon becoming aware of any unauthorised or unlawful processing of such Personal Data and/or accidental loss or destruction of, or damage to such Personal Data (a “Data Breach”) or suspected Data Breach. In the event of a Data Breach arising from WWS’s failure to comply with the provisions of this Clause 4, WWS shall upon request:

4.7.1 provide such information relating to the event as the Customer may reasonably require; and

4.7.2 use all reasonable endeavours to take such corrective and other reasonable action as the Customer may require in relation to the event.

4.8 WWS agrees it will not transfer the whole or any part of such Personal Data outside the European Economic Area.

4.9 WWS shall promptly notify the Customer if:

4.9.1 it receives an access, modification or erasure request from a Data Subject in relation to such Personal Data; or

4.9.2 it receives any communication or notification from the Data Protection Commissioner or from any third party in relation to such Personal Data.

4.10 WWS shall destroy the Personal Data either i) once it has been used for the Purpose and is no longer required or ii) in accordance with a written instruction from the Customer which specifies a Retention Period and Retention Purpose for that Personal Data.

4.11 The Customer shall be entitled to inspect and scrutinise WWS’s processing premises, facilities, procedures and documentation in order to ascertain its compliance with this Clause 4.

4.12 WWS warrants and represents that it shall not subcontract or outsource any aspects of the Services as they relate to data protection and/or Personal Data without:

4.12.1 the prior written consent of the Customer; and

4.12.2 ensuring that the subcontractor or outsource supplier enters into a legally binding agreement with WWS requiring that the subcontractor abide by terms for the protection of Personal Data not less protective than those in this Agreement. WWS shall provide the Customer with a copy or summary of such terms upon request and WWS shall be fully liable for the acts and omissions of any subcontractor to the same extent as if the acts or omissions were performed by WWS.

4.13 The Customer shall be entitled to terminate this Agreement forthwith by notice in writing to us if WWS is in material or persistent breach of this Clause 4.

4.14 On termination of this Agreement, WWS shall forthwith deliver to the Customer or destroy, at the Customer's sole option, all Personal Data in its possession or under its control.

5. Service Level Agreement (SLA)

5.1 Where you have contracted for Services that require support (as set out in the Order Confirmation), we will for the duration of this Agreement:

5.1.1 endeavour to achieve agreed response time (time not being of the essence);

5.1.2 fix times will depend on the complexity of the service unless otherwise agreed and stated on the Order Confirmation.

5.2 PROVIDED THAT we shall not be required to provide an SLA or shall (at our sole discretion) be entitled to provide an SLA services only on payment of such additional fee as we may agree with you where damage has arisen or an SLA is required as a result of you or a third party altering, modifying or in any altering the System.

5.3 Where you have not contracted for Support Services from us in relation to services, we shall (subject to availability) provide an SLA on an "Adhoc" basis at a standard rate per hour (plus VAT and outlays). Such "Adhoc" SLA's will be generally available between 8.00am and 4.00pm, Monday to Friday (excluding public holidays).

5.4 Where the Customer has contracted for a SLAs direct from WWS (separately from any other third-party SLA), the duration of the Agreement will be set out in the Order Confirmation.

5.5 In the event a Site Visit is required to visit the Customer premises; the cost will be subject to support package agreed and outlined in the SLA as stated in the Order Confirmation. If no Agreement exists, the visit will be subject to the Adhoc Support service. In the event of any disagreement WWS will be the sole arbiter of this issue.

5.6 In the event WWS provide conduct a Site Visit to the Customers premise and it transpires the responsibility is not with the WWS, the Customer will be liable to pay for Site Visit.

5.7 Due to the nature of the Services to be provided, no refund is offered by WWS

5.8 The details of the Customers Support Services will be recorded in the Service Level Agreement which is additional to Clause 5.

6. Delivery

6.1 Completed Orders will be sent to the delivery address that you have given on your Order form. We cannot be held responsible if that delivery address is incorrect or incomplete. Please note that we do not deliver to PO boxes.

6.2 WWS times of delivery are based Monday to Friday excluding Public Holidays.

6.3 WWS shall bear all risk in respect of consignments until delivered to the Customer. Once an Order has been received by you, all risk of damage to, or loss of, the Equipment shall pass to you.

6.4 Delivery dates are approximate only and not an essential term of the Agreement. WWS shall have no liability in respect of delay in delivery to the Customer.

6.5 Should WWS not receive delivery instructions or be unable through no fault of WWS to affect delivery within 30 days after notification to the Customer that items are ready for despatch; the Customer shall pick up the Equipment or arrange for delivery by a third party.

6.6 Delivery will be to the delivery address that you have given on your Order. We cannot be held responsible if that delivery address is incorrect or incomplete, the Customer must be aware that additional charges will apply in such circumstances.

7. Indemnification

7.1 The Customer shall indemnify WWS and keep WWS indemnified against any liability to any third party arising out of or connected with the Customer's use of the Services.

7.2 The Customer hereby indemnifies and holds harmless WWS against all claims, demands, losses, damages, costs or expenses howsoever arising incurred by WWS in connection with the Agreement as a result of a breach by the Customer of any provision of this Agreement, law or regulation.

7.3 Customer agrees to indemnify, keep indemnified and hold harmless WWS from and against:

7.3.1 any claims and,

(a) any breach by Customer of any terms of the Agreement;

(b) by Customer's client or contractors or users (including End User) of the Service.

7.4 You shall indemnify WWS against any claims which may be made by third parties against WWS in this regard and any costs and expenses incurred by WWS in dealing with such claims.

8. Charges

8.1 Charges shall be based upon the Customer paying the Contract Price as specified at the point of Contract.

8.2 For cash sales all payment must be received prior to delivery.

9. Payment

9.1. Subject to any special terms which we may agree with you in writing, payment by you to us will be made within 30 days of the date of each invoice issued by us to you. Unless otherwise agreed, charges shall be based upon the Customer paying an agreed percentage of the estimated Work value upfront upon our acceptance of the Customer's order and the remainder due within 30 days of the date of invoice. Please note the initial Work will only commence when the initial payment has cleared.

9.2 Time of payment shall be of the essence of the Agreement. You shall not be entitled to set off or withhold any payment for any reason whatsoever. Subsequently, in certain circumstances expediting of services delivery following late payment may incur additional costs due to be payable by the Customer.

9.3 If you fail to make payment within the period specified in clause 8.1 then, without prejudice to any other right or remedy available to us, we shall be entitled to:-

9.3.1 Suspend any further service provision to you and/or suspend performance of the Services; and/or

9.3.2 cancel the Agreement; and/or

9.3.3 charge you interest on the amount unpaid, at the rate of 4 per cent per annum above the RBS plc base rate from time to time, until payment is made.

9.4 The Customer shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to WWS. All payments made are non-refundable.

9.5 If the Customer's cheque is returned by the bank as unpaid for any reason, WWS reserves the right to levy a "returned cheque" charge.

9.6 If you are late in making a payment under this Agreement for 75 consecutive days or more, we reserve the right to pass your Customer Agreement to a reputable debt recovery company and you shall reimburse us on demand for all costs, expenses and losses associated therewith (including lost profit) or enter the court process to recover payments due if necessary.

10. Amendments to Contract

10.1 Should the Customer require a change to any aspect of an Order or in or any other aspect of this Agreement, such change shall be requested in writing. WWS shall advise the Customer of the effects including any increase in the Charges which may result and the Agreement shall be modified to reflect such changes.

11. Services Warranty

11.1 WWS will endeavour to deliver Services to the best of their ability (Services as stated on the Order Confirmation). However, due to the nature of the Service provided by WWS, there is no warranty offered by WWS with regards to any impact on the Customer's business.

12. Equipment Warranty

12.1 Unless otherwise agreed, all Equipment supplied by us includes a one- year manufacturer's warranty (excluding any accessories or consumables and Support or any other services offered by WWS, which is not guaranteed) which commences on the day on the Equipment is delivered. We shall assign the remaining period of the manufacturer's warranty to you with effect from the date of delivery of the Equipment and, to the extent that we cannot assign the manufacturer's warranty to you for any particular item, we will hold it in trust for your benefit. Such warranty shall be invalidated if you or a third- party tampers with or work on the Equipment in any way.

12.2 For the avoidance of doubt we shall not be responsible nor liable for any compatibility issues relating to any Equipment not supplied by us where we were not consulted or where we were consulted but our advice was not heeded and acted upon.

12.3 Following delivery of the Equipment, the Customer shall be liable for the Equipment; should the Equipment subsequently either suffer damage or require repair not covered by the Warranty or the Support Service, the incident should be treated as an insurance issue and the Customer liable to replace or pay for the damaged Equipment.

13. Disclaimer and Limitation of Liability

13.1 Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise, as to the condition, quality, performance, durability or fitness for purpose of the Services is given or assumed by us and all such warranties, conditions, undertakings and terms are hereby excluded insofar as permitted by law.

13.2 WE SHALL NOT IN ANY CASE BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL INDIRECT OR SIMILAR LOSS OR DAMAGES (INCLUDING ALL MANNER OF COSTS, FEES AND EXPENSES) ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE.

13.3 If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and WWS Ltd becomes liable thereby for loss or damage that may

lawfully be limited, such liability whether in contract, tort (including negligence but specifically excluding personal injury or death resulting from WWS Ltd's negligence) or otherwise, will not exceed the value of the Order.

13.4 WWS shall have no liability for delay or for any effect upon the quality of the Service caused by external activities, third party failures or problems suffered as a result of the Customer's internal communication or the lack of accessibility or cooperation of the Customer.

13.5 WWS is only liable for delivering the Service Level Agreement as outlined in the SLA subject to the Customers cooperation as outlined in Clause 3.

13.6 WWS will not be held responsible for any delay to the Service if payment is not received pursuant to Clauses 8 and 9 hereof.

13.7 WWS cannot be held responsible for downtime or extensive periods of downtime not limited to and including;

13.7.1 unforeseen problems with Equipment.

13.7.2 power outages.

13.7.3 lack of Customer preparation or failure to provide a sufficient Work Ready environment or Equipment necessary to complete the Work.

13.8 WWS is not responsible for any Equipment or Consumables or any related equipment purchased by the Customer.

13.9 Unless otherwise agreed, it is the Customers responsibility to maintain and protect the Equipment.

13.10 WWS is not responsible for any compatibility issues or any performance issues with regards to the utilities or connecting to the Equipment.

13.11 In the event the Customer is outside of area for delivery, we will deliver the Equipment to you at a pre-agreed delivery address and the Customer will take full responsibility for the Equipment on delivery.

13.12 WWS is not responsible for third-party mistakes or external delays and will not accept delay in payment to us from you because of such circumstances.

14. Confidentiality

14.1 Each party will keep confidential any Confidential Information disclosed to it by the other. Neither party will disclose any Confidential Information to any third party, save to its agents, subcontractors, advisers or to an employee who needs to have access to such Confidential Information in connection with the performance of any obligations under the Customer Agreement, PROVIDED THAT the disclosing party will be responsible for ensuring that any person to whom it makes any such disclosure complies with this Clause

14.2 This Clause 14 shall survive termination of this Agreement.

15. Termination

15.1 WWS may without prejudice to its other rights be immediately entitled to suspend or cancel each or any of its contracts with the Customer upon the occurrence of any of the following:

15.1.1 The Customer shall fail to make payment of any sum owing on the due date or commits any act of bankruptcy or makes any arrangements with its creditors or if any execution or distress is levied upon the Equipment of the Customer; or

15.1.2 Being a body corporate shall have a receiver or administrative receiver appointed or if any petition be presented for an administration order or if any petition be presented or resolution passed for the winding up of the same (otherwise than for the purpose of a bona fide amalgamation or reconstruction) or Compounds with its creditors or becomes insolvent or any step is taken to proceed to such winding up or receivership or if any court order is made upon or against any of the Customer's property or anything similar or analogous to the foregoing occurs in any jurisdiction other than Scotland; or

15.1.3 The Customer makes default in respect of any of its obligations under any of its contracts with WWS. Any occurrence of the above events shall render all amounts owing in respect of Equipment provided by WWS to the Customer to become immediately due and payable.

15.2 We reserve the right to cancel the contract between us if: (i) we have insufficient stock to deliver the Services you have ordered; (ii) we do not deliver to your area; or (iii) one or more of the Services you ordered was listed at an incorrect price due to a typographical error or an error or change in the pricing information.

15.3 WWS retain ownership of all Equipment, the Customer will assume responsibility for the Equipment while stored or located on the Work Location or customer site.

15.4 In the event of cancellation, WWS reserves the right to retrieve all property belonging to WWS.

15.5 Ethical clause - WWS will not tolerate duplicity, deceit or pretence regards the parties using the Service, or in any way abusing the Service, reserving the right to terminate services as a result of such behaviour.

15.6 WWS has the right to terminate services if the Customer consistently damages or intentionally or unintentionally damages Equipment or any other aspect of the Work over a sustained period.

15.7 WWS will attempt to provide Services if the Customers requirements exceed that of the date of completion or the timeframe stated on the Order Confirmation. If the Customer continues to require Services 30 days past the date or timeframe stated on the Order Confirmation, WWS will have the right to terminate Services by giving the Customer a minimum of 30 days' notice before uplifting the Equipment from the Work Location. WWS shall be the sole arbiter of this issue.

15.8 To cancel your Order, please contact WASTE WATER SERVICES LIMITED, Greenhill Industrial Estate, Coatbridge, ML5 2AG or by emailing info@wastewaterservicesltd.co.uk, giving details of the Services ordered.

15.9 In the event that the Customer cancels the Agreement or any portion thereof, WWS shall be entitled to charge the Customer up to the full Contract Price for Work (including the uplifting of Equipment) as identified in the Order Confirmation, including any additional expenses incurred by WWS, at the sole discretion of WWS.

15.10 Other than what is set out in 15.8 and 15.9 above no cancellation is offered by WWS.

15.11 The Customer is also subject to additional delivery costs if the delivery date is amended after the Services have been loaded.

16. Force Majeure

16.1 WWS shall not be liable to you or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Services, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

16.1.1 act of god, explosion, flood, tempest, fire or accident; weather, war or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition or acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes; strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a third party); or responsible for technical problems, external circumstances preventing suppliers delivering against deadlines or preventing delivery of third parties against agreed commitments.

17. Assignment

17.1 Neither party shall assign, transfer or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

17.2 Nothing in this Clause 17.1 shall prevent WWS from engaging subcontractors or consultants as may be deemed necessary or desirable for the performance of WWS obligations under the Agreement.

18. Notices

18.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be deemed to have been duly given and received;

18.1.1 if personally delivered, upon delivery at the address of the relevant party;

18.1.2 if sent by first class post, two business days after the date of posting;

18.1.3 if by email, when sent;

provided that if, in accordance with the above provision, any notice, demand or other communication would otherwise be deemed to be given or made after 1600 hours, it shall be deemed to be given or made at the start of the next business day.

18.2 Any notice personally delivered or sent by first class post shall be delivered to the address of the relevant party set out in the Order Confirmation for the Customer.

19. General

19.1 Failure or delay by WWS in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.

19.2 The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.

19.3 The construction, validity and performance of this Agreement shall be governed by Scottish Law and the parties submit themselves to the non-exclusive jurisdiction of the Scottish Courts.

The Copyright is owned by Create Ts and Cs, www.createtsandcs.com. All content and materials is the sole property of the Create Ts and Cs. Create Ts and Cs, hereby grants WWS Ltd, a nonexclusive, non-transferable license to use and display, Create Ts and Cs-own both the content and materials solely in connection with the Work.