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Our terms

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply skip hire services, including delivery, collection, and disposal, to you (the “Services”).
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 Information about us and how to contact us

- 2.1 **Who we are.** We are Go Green Limited, a company registered in England and Wales and trading as **Waste Online**. Our company registration number is 4073354 and our registered office is at River Torne House, 323 Bawtry Road, Bessacarr, Doncaster, South Yorkshire, DN4 7PB. Our registered VAT number is GB 763 6540 16.
- 2.2 **How to contact us.** You can contact us by writing to us at contactus@wasteonline.uk, at River Torne House, 323 Bawtry Road, Bessacarr, Doncaster, South Yorkshire, DN4 7PB, or by telephoning our customer service team at 0845 176 0020.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3 Our contract with you

- 3.1 **Placing your order.** Please follow the onscreen prompts to place an order. You may only submit an order using the method set out on the website. Each order is an offer by you to buy the Services specified in the order subject to these terms.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.5 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Services, or because we are unable to meet a delivery deadline you have specified.
- 3.6 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.7 **We only sell to the UK.** Our website is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from or provide the Services to addresses outside the UK.



4 Your rights to make changes

4.1 If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7 – Your rights to end the contract).

5 Our rights to make changes

5.1 **Minor changes to the services.** We may change the Services:

5.1.1 to reflect changes in relevant laws and regulatory requirements; and

5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Services.

5.2 **More significant changes to the services and these terms.** In addition, as we informed you in the description of the Services on our website, we may make the following changes to these terms or the Services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:

5.2.1 we may be required to make more significant changes to reflect any updates in regulatory requirements or permits, which could require us to alter how and where we can provide the Services.

6 Providing the Services

6.1 **What the Services comprise.** When we accept an order placed by you for the Services, we are agreeing to provide to you the requested size skip, for the relevant waste type, to the specified address, on the relevant date stated in your order. We are also agreeing to collect that skip on the relevant date stated in your order, and to properly dispose of the waste within the skip. Unless otherwise agreed by us, we are not agreeing to provide any other services, including but not limited to:

6.1.1 obtaining any permits or licences required for your use of the skip;

6.1.2 providing any labour services in relation to filling the skip; and

6.1.3 altering the waste in the skip.

6.2 **Compliance with laws and regulations.** The use of skips and waste disposal is regulated by various laws, to ensure that waste is properly disposed of – especially certain types of waste which can be hazardous. When you place your order you are required to confirm that you have obtained all necessary permissions for us to provide the Services, and that you understand what can and cannot be placed in the skip provided as part of the Services. If you do not follow these requirements, we may end the contract and seek compensation from you for any losses we suffer as a result (see clauses 9.1 and 12.4).

6.3 **Delivery costs.** The costs of delivery connected with your order will be as displayed to you on our website.

6.4 **When we will provide the services.** We will supply the Services to you from the date set out in the order, for the time period set out in the order. The estimated completion date for the Services is as told to you during the order process.

6.5 **We are not responsible for delays outside our control.** If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.



- 6.6 **If you do not allow us access to provide services.** If you have asked us to provide the Services to you at a specific property and you do not allow us access to that property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the property we may end the contract and clause 9.1 will apply.
- 6.7 **What will happen if you do not provide required information to us.** We may need certain information from you so that we can provide the Services to you, for example, details of accessibility to the property. If so, this will have been stated in the description of the Services on our website and/or during the order process. We will contact you to ask for this information if it has not already been provided when you placed your order. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.8 **Reasons we may suspend the Services.** We may have to suspend the Services to:
- 6.8.1 deal with technical problems or make minor technical changes;
 - 6.8.2 update the Services to reflect changes in relevant laws and regulatory requirements;
 - 6.8.3 make changes to the Services as requested by you or notified by us to you (see clause 5).
- 6.9 **Your rights if we suspend the Services.** We will contact you in advance to tell you we will be suspending the Services, unless the problem is urgent or an emergency. If we have to suspend the Services we will adjust the price so that you do not pay for any services while they are suspended. You may contact us to end the contract if we suspend the Services, or tell you we are going to suspend them, in each case for a period of more than 24 hours and we will refund any sums you have paid in advance for services not provided to you.
- 6.10 **We may also suspend the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 11.4) (for example, your payment does not clear) and you still do not make payment within 48 hours of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid sums (see clause 11.6). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 11.5).

7 Your rights to end the contract

- 7.1 **You can always end the contract before the Services have been supplied and paid for.** You may contact us at any time to end the contract for the Services, but in some circumstances we may charge you certain sums for doing so, as described below. Your rights when you end the contract will depend on what you have ordered, whether there is anything wrong, how we are performing, and when you decide to end the contract:
- 7.1.1 **If the services you have bought are unsatisfactory or mis-described you may have a legal right to end the contract** (or to get the service re-performed or to get some or all of your money back), see clause 10.2;
 - 7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
 - 7.1.3 **If you have just changed your mind about your order, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
 - 7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.7.**



7.2 Ending the contract because of something we have done or are going to do. If you are ending the contract for a reason set out at 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

7.2.1 we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 5.2);

7.2.2 we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

7.2.3 there is a risk the Services may be significantly delayed because of events outside our control;

7.2.4 we suspend the Services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 24 hours; or

7.2.5 you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products and services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 Our goodwill guarantee. Please note, these terms reflect the goodwill guarantee offered by Go Green Limited, trading as Waste Online, of River Torne House, 323 Bawtry Road, Bessacarr, Doncaster, South Yorkshire, DN4 7PB to its UK customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to unsatisfactory or mis-described services (see clause 10.2):

Right under the Consumer Contracts Regulations 2013.	How our goodwill guarantee is more generous.
14 day period to change your mind.	You can change your mind up until 10am on the working day before the Services are due to be performed.

7.5 When you don't have the right to change your mind. You do not have a right to change your mind in respect of services once these have been completed, even if the cancellation period is still running.

7.6 How long do I have to change my mind? You have at least 14 days after the day we email you to confirm we accept your order, although our guarantee may mean you have longer (see clause 7.4). However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started providing the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. This includes any preparation work we have to undertake in advance, such as obtaining permits from local authorities.

7.7 What happens if you end the contract without a good reason. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not yet provided, but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.



8 How to end the contract with us (including if you have changed your mind)

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

8.1.1 **Phone or email.** Email us at contactus@wasteonline.uk, or call customer services on 0845 176 0020. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.1.2 **Online.** Fill out our Contact form on our website and state your order number and reason.

8.1.3 **By post.** Print off the form at the end of this document and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

8.2 **How we will refund you.** We will refund you the price you paid for the Services including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. If you told us that you have changed your mind later than 10am on the working day before the Services were to be supplied, we may still charge you the full amount for the Services.

8.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9 Our rights to end the contract

9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

9.1.1 you do not make any payment to us when it is due and you still do not make payment within 48 hours of us reminding you that payment is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, details required for delivery;

9.1.3 you do not, within a reasonable time, give us access to the relevant property to enable us to provide the Services to you;

9.1.4 you do not comply with your obligations relating to skip hire and waste disposal (as highlighted to you during the order process);

9.1.5 you use the Services in any manner which is not permitted by law; or

9.1.6 you otherwise break or fail to comply with these terms.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, including any fines incurred by us for your non-compliance with legal regulations (see clause 12.4).

9.3 In addition, if we attend the property stated in your order for the delivery of the Services and we cannot perform the Services (for example, we cannot gain access), a charge of £90.00 (including VAT) will be applied to reflect the costs incurred by us for the wasted journey.

9.4 **We may stop providing the Services.** We may write to you to let you know that we are going to stop providing the Services. We will endeavour to let you know at least seven days in advance of our stopping the Services, although if this is not reasonably possible we may have to give shorter notice. We will refund any sums you have paid in advance for Services which will not be provided.



10 If there is a problem with the Services

- 10.1 **How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can contact us by writing to us at contactus@wasteonline.uk or at River Torne House, 323 Bawtry Road, Bessacarr, Doncaster, South Yorkshire, DN4 7PB, or by telephoning our consumer service team at 0845 176 0020.
- 10.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. The Consumer Rights Act 2015 says:

- a) you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 8.3 – Exercising your right to change your mind (Consumer Contracts Regulations 2013).

- 10.3 **Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee which is in addition to your legal rights (as described in clause 10.2) and does not affect them. In the unlikely event there is any defect with the services:

10.3.1 if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the Services.

10.3.2 in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can and, in any event, within 48 hours. If we fail to remedy the defect by this deadline we will refund the price you have paid for the Services.

11 Price and payment

- 11.1 **Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price indicated on the order pages of our website when you placed your order. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 11.3 for what happens if we discover an error in the price of the Services you order.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the Services.



11.4 **When you must pay and how you must pay.** If you have an existing credit account with us, payment will be taken in accordance with the terms of your account. Otherwise, you must make advance payment of the total price of the Services, before we start providing them, and you must complete your payment at the time of placing your order. We accept payment by Visa, MasterCard, and American Express.

11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 11.4) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time.

This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12 Our responsibility for loss or damage suffered by you

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our 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 we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 10.2.

12.3 **When we are liable for damage to your property.** If we are providing services in/at your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that is discovered while providing the Services. If there is anything at your property that needs treating with particular care, please inform us in advance so that we can take reasonable precautions.

12.4 It is your responsibility to select a suitably stable location (capable of bearing substantial weight) on your property for the Services to be provided.

12.5 **We are not liable for your incorrect use of the Services.** When placing an order, you are required to confirm that you have selected the appropriate services for your needs, and that you understand your obligations to comply with the relevant regulations, including for waste disposal and local authority licensing terms. We are not liable for any losses, fines incurred, or claims made against you as a result of your failure to comply with these regulations, and where any of these are incurred by us on your behalf we reserve the right to charge these to you.

12.6 **We are not liable for business losses.** We only supply the Services under this contract for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.



13 How we may use your personal information

13.1 **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy [here](#).

14 Other important terms

14.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

14.2 **You need our consent transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person with our written consent. For example, we may withhold our consent if it would prevent us performing the contract. However, you do not need our consent to transfer the benefit of our guarantees in clauses 7.4 and 10.3. You may transfer our guarantees to a person who has acquired any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing written evidence of the transfer from you.

14.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 14.2 in respect of our guarantees. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

14.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to submit the dispute for online resolution to the European Commission Online Dispute Resolution platform. If you are not satisfied with the outcome you can still bring legal proceedings.



Schedule 1 – Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To GO GREEN LIMITED, trading as WASTE ONLINE, of River Torne House, 323 Bawtry Road, Bessacarr, Doncaster, South Yorkshire, DN4 7PB,
Email: contactus@wasteonline.uk
Tel: 0845 176 0020

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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