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**APPLICATION TO OPEN A CREDIT ACCOUNT**

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| |  |  |  |  | | --- | --- | --- | --- | | **Company Name** |  | | | | **Registered**  **Address** |  | | | | **Full Directors**  **Names** |  | | | | **Business Address** |  | | | | **Company Reg. & Incorporation Date** |  | | | | **Tel. Number** |  | **Credit limit** |  | | | |  | | | |
| |  |  | | --- | --- | |  |  | | | |  | | | |
| |  |  |  |  | | --- | --- | --- | --- | | **Email Buyer/General** |  | | | | **Email Ebilling/Statements** |  | | | | **Do you use Purchase Order Numbers?** |  | **If Yes**  **What Format?** |  | | | |  | | | |
| **Please give three trade references (cannot be associated companies or builders merchants) Also please attach a copy of your letter headed paper to your reply.** | | |  |  |  | |
| |  |  |  | | --- | --- | --- | | **Company Name** | **Tel.** | **Email** | |  |  |  | | **Company Name** | **Tel.** | **Email** | |  |  |  | | **Company Name** | **Tel.** | **Email** | |  |  |  | |  | | |  |  | |
| **Authorised Signature of Applicant i/We accept your terms & conditions of trade and will allow you to process our data for the purpose listed in your privacy statement . (attached). Please sign**   |  |  |  | | --- | --- | --- | | **Authorised Signature** | **Print name** | **Date** | |  |  |  | | |  | | |  |  |
| **Send to** [**julie@waltet.co.uk**](mailto:julie@waltet.co.uk)   |  |  |  | | --- | --- | --- | | **Office use only** | **Limit** | **Number/ Notes** | |  |  |  | | |  | | | | |

**WALTET GROUP**

**TERMS AND CONDITIONS OF TRADE**

1 **DEFINITIONS**

1.1 **CUSTOMER** The person, firm or company or their agents who have placed an order with the Supplier. Where the Customer is more than one person their obligations are joint and several.

1.2 **SUPPLIER** The Waltet Group consisting of Waltet Materials Ltd, Waltet Recycling Ltd and Hutchings & Carter Ltd and their agents.

1.3 **CONTRACT** The order placed by the Customer with the Supplier for the provision of the Service.

1.4 **WASTE** Controlled Waste within the meaning of The Environmental Protection Act 1990 and 1995 and as amended by subsequent legislation which in all respects complies with any description contained in any

transfer note produced by the Customer and is material of a kind which the Supplier is willing to and permitted by law to receive or dispose of at the Facility.

1.5 **GOODS** Any materials produced or supplied by the Supplier.

1.6 **FACILITY** Any location at which the Supplier agrees to receive or dispose of Waste.

1.7 **SERVICE** The collection and / or receipt or disposal of the Waste or the sale and / or delivery of Goods or the hire of Equipment or the provisions or supply of any other Goods by the Supplier in accordance with

the Contract.

1.8 **DUTY OF CARE** The duty of care imposed by the EPA and the regulations made there under as amended.

1.9 **EQUIPMENT** Any Equipment of the Supplier to be used in connection with or entrusted to the Customer under the Contract.

1.10 **LEGAL REQUIREMENTS** Any requirements imposed on the Supplier or the Customer by virtue of statute law, regulations, order decree, delegated legislation or government guidance or resulting from the

contractual obligations of either party or including but without prejudice to the generality imposed by virtue of the EPA as amended.

1.11 **PRICE** The Price for the Service in accordance with the Contract and any taxes payable thereon together for the purpose with any other charges payable or made by the Supplier under the Contract.

1.12 **VEHICLE** Any Vehicle used in connection with the Service and including all tools, Equipment, parts, accessories, containers, vessels and loaders of any description.

2.0 **GENERAL**

2.1 No variation or alteration of these terms nor any terms and conditions of the Customer shall be of any effect unless expressly agreed in writing by an authorised representative of the Supplier. These terms are

demeaned to be incorporated in to any Contract unless and to the extent expressly modified by an authorised representative of the Supplier.

2.2 In no event shall the Supplier be liable or required to indemnify the Customer for or against any loss of use or loss of profits or other consequential loss, whether arising as a result of the Suppliers breach of

Contract, negligence or other tort or statutory duties.

2.3 If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this contract and the remainder of the unaffected provisions shall be unaffected and

shall remain in force and effect.

2.4 This contract is governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

2.5 The Customer agrees to indemnify and keep indemnified the Supplier from and against any and all loss , damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Supplier

resulting from breach of this contract by the Customer including any negligent act or default of the Customers employees or agents.

3.0 **HIRE OF EQUIPMENT**

3.1 The Supplier agrees to supply and deliver the Equipment at the delivery address on the delivery date at the Price, and thereafter to remove the Equipment together with Waste or other materials deposited in the

Equipment on the removal date or such other dates as the Supplier shall at its absolute discretion determine subject to the terms and conditions of this contract.

3.2 In consideration for the Service the Customer agrees to pay the Supplier the Price on the removal date or such other date as shall be agreed in writing by the Supplier.

3.3 The Equipment shall be at the Customers risks from the time that it is delivered to the delivery address to the time that it is removed from the delivery address by the Supplier. However for the avoidance of doubt

title in the Equipment shall remain with the Supplier.

3.4 The Customer warrants that the permission of the Highway Authority has been obtained where the Equipment is to be placed other than on private property and the Customer will ensure that all conditions

subject to such permission shall be observed at all times particularly in respect of lighting during the hours of darkness

3.5 If the Equipment is returned in a damaged or defective state except due to fair wear and tear, the Customer agrees to pay the Supplier for the cost of any repair required to return the Equipment to a condition fit for

re-hire. The Customer agrees to pay the Supplier the replacement cost on a new for old basis of Equipment which is lost, stolen and damaged beyond economical repair during the period of this contract.

3.6 Where Equipment is cross hired by the Supplier the terms, conditions and indemnities applicable to the Equipment hire shall be incorporated in to this Contract with the effect that the Customer shall indemnify the

Supplier to the extent of the indemnity in the Contract with the equipment supplier.

4.0 **DESCRIPTION OF PRODUCTS AND MATERIAL FOR DISPOSAL**

The Customer warrants and undertakes to the Supplier that any material for disposal is Waste and complies in every respect with the meaning given to Waste in term 1 above and the description accorded to it in

the transfer note and in any written particulars given by the Customer to the Supplier prior to provision of the Service.

4.1 The Customer shall clearly identify in the Waste particulars any actual or potential hazard to health or to the environment presented by the Waste and shall ensure that any hazard is clearly identified. The

Customer shall supply all information as the Supplier requires so as to enable compliance with legal requirements and in any event shall complete and provide the Supplier with all documents and notices relating

to the Waste and indemnify the Supplier against the consequence of any failure by it to do so.

4.2 The Customer shall not deliver nor shall the Supplier accept any material for disposal if the Waste or material to be delivered or received from the Customer does not comply with its description. Where the

Supplier is willing and legally able to accept at the Facility any Waste that does not comply with its description then it shall in its absolute discretion be entitled to levy additional charges.

4.3 If any Waste or material which does not comply with its description is delivered or brought to the Facility and the Supplier is not willing or legally able to retain it at the Facility then the Customer shall remove it as

and when required by the Supplier and the Customer will indemnify the Supplier from and against all costs, claims, demands and liabilities in any manner connected with or arising from its breach of Contract and

without limitation any removal, treatment , making safe or disposal of the Waste or material in question.

4.4 No responsibility is accepted or warranty as to suitability given by the Supplier in respect of the quality or fitness of Goods or Services supplied by the Supplier except as specified by law and any warranties terms

or conditions implied by law are so far as it is lawful to do excluded. No warranty is given by the Supplier concerning the quality or physical characteristics of Goods and liability of the Supplier shall be strictly

limited to the Price paid. The Supplier accepts no liability for any consequential loss however suffered arising from the supply of Goods or Services under the Contract.

5.0 **PRICE INVOICING AND PAYMENT**

5.1 The Price payable in respect of the Service shall be the current Price specified in any written quotation or current Price list and be subject to variation from time to time. The Supplier reserves the right to withdraw

or amend a quotation at any time and in this event no liability shall attach to the Supplier. All quotations are valid for 30 days and may be varied by the Supplier giving 7 days written notice.

5.2 All Prices unless stated are exclusive of VAT.

5.3 This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the

terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

5.4 The Customer shall raise invoice queries within 14 days after which time the invoice shall be deemed to be payable in full. Invoice queries shall not be grounds for withholding payment of invoices which are not

being queried or part thereof.

5.5 In the event of a query the Supplier reserves the right to charge at its discretion for additional copies of invoices or any other documents.

5.6 Payments in respect of each transaction shall be made at the Suppliers office unless arrangements for a credit facility have been agreed with the Supplier.

5.7 Where a credit facility is provided payment shall be made within 30 days of the date of the invoice.

5.8 The Supplier will have the right to set off any monies owed under the Contract against any monies owed to the Customer.

5.9 The Customer shall make all payments without deduction and shall not be entitled to set off against monies owed by the Supplier.

5.10 If the Customer fails to pay all monies owing they shall become due and the Supplier shall without prejudice to any terms of this Contract be entitled to charge interest on the aggregate of the sum outstanding at a

rate per annum equal to 5% above its banker’s base lending rate calculated on a daily basis.

6.0 **PROVISION OF SERVICE**

6.1 Customers use the Facility entirely at their own risk and the Supplier shall not be liable for damage caused to Customer’s property or other claims arising from the use of the Facility. The Customer shall indemnify

the Supplier against such claims arising from it or its agent’s use of the Facility.

6.2 Title of Goods or Waste shall pass to the Customer or the Supplier respectively only after full payment is received.

6.3 Charges shall be calculated on items of Equipment hired, the weight of materials purchased or deposited at the Facility or the volume of material deposited which shall be determined by the Supplier or other

measures used as agreed.

6.4 The signature of the Customer or their agents on a conveyance note or weighbridge ticket or other documents shall be binding on the Customer who shall not be entitled to dispute the information contained

therein.

6.5 The Customer warrants and undertakes to the Supplier that it and its agents will comply in every respect with its obligations under the duty of care and any instructions, guidance or directions applicable to the

Facility from time to time issued by the Supplier. The Customer shall ensure that Vehicles entering the Facility are registered under the Control Pollution (amendment) Act 1989 as amended and provide a copy of

the certificate of registration to the Supplier.

6.6 The Supplier reserves the right to refuse admission to the Facility and the Service is supplied subject to availability of Equipment, products, licensed disposal facilities and / or storage capacity. The Supplier shall

not be liable for any loss or damage incurred as a result of non, partial or slow performance of the Service or any other circumstances beyond its control and the Supplier shall be entitled to wholly or partially

suspend performance of the Contract or extend the time for performance of the same.

6.7 The Customer agrees to accept full responsibility for and to reimburse the Supplier in respect of any loss, cost, claims, damages or expenses that the Supplier may sustain whether as a result of damage to their

Vehicle, Equipment, themselves or to the property of the Customer or third parties during the course of delivery or collection of Equipment, product or Waste where such delivery or collection entails the Suppliers

Vehicle leaving the public highway and to hold the Supplier harmless in respect of the same.

6.8 We may transfer information about you to our financiers, who may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of

their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their

agreement with us; from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other

businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches; may give information about you and your indebtedness to our or their

insurers for underwriting and claims purposes; any guarantor or indemnifier of your or our obligations to enable them assess such obligations; their bankers or any advisers acting on their behalf; any business to

whom your indebtedness or our arrangements with our financiers may be transferred to facilitate such transfer; may monitor and/or record any phone calls you may have with them, for training and/or security

purposes; in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or

comply with the obligations. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties

referred to above from whom they obtain and to whom they may give information about you.. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing.

However a fee will be payable

7.0 **SUSPENSION AND TERMINATION**

The Supplier may at its discretion and without prejudice to any other remedy for breach of Contract enter premises, return waste and repossess Goods or Equipment, partially suspend, cancel or determine the

Contract if the Customer:

7.1 Fails to pay any monies due to the Supplier or any associated companies.

7.2 Fails to comply with any condition the Contract.

7.3 Enters into an arrangement with creditors, is partitioned or placed into administration, enters involuntary liquidation, is unable to pay its debts or is removed from the register of companies.

7.4 The suspension or cancellation of the Contract shall not release the Customer from unpaid invoices, accounts or other liability arising under the Contract which shall immediately become due and payable.

**WALTET GROUP**

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**GDPR: DATA PRIVACY NOTICE FOR CLIENTS AND SUPPLIERS**

The Waltet Group are committed to protecting and respecting your privacy.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

The rules on processing of personal data are set out in the General Data Protection Regulation (the “GDPR”).

1. **Definitions**

**Data controller** - A controller determines the purposes and means of processing personal data.

**Data processor** - A processor is responsible for processing personal data on behalf of a controller.

**Data subject –** Natural person

**Categories of data: Personal data and special categories of personal data**

**Personal data** - The GDPR applies to ‘personal data’ meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier (as explained in Article 6 of GDPR). For example name, passport number, home address or private email address. Online identifiers include IP addresses and cookies.

**Special categories personal data -** The GDPR refers to sensitive personal data as ‘special categories of personal data’ (as explained in Article 9 of GDPR). The special categories specifically include genetic data, and biometric data where processed to uniquely identify an individual. Other examples include racial and ethnic origin, sexual orientation, health data, trade union membership, political opinions, religious or philosophical beliefs.

**Processing -** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Third party** - means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

1. **Who are we?**

The Waltet Group is the data controller. This means we decide how your personal data is processed and for what purposes. Our contact details are: Waltet House, Andes Road, Nursling Ind Est, Southampton, SO160YZ. For all data matters contact GDPR-Change@waltet.co.uk

1. **The purpose(s) of processing your personal data**

We use your personal data for the following purposes:

Processing is necessary to protect the vital interest of the data subject or of another natural person and is pessary to perform the contract or undertake a statutory obligation involving the information.

**4. The categories of personal data concerned**

With reference to the categories of personal data described in the definitions section, we process the following categories of your data:

* Personal data

**5. What is our legal basis for processing your personal data?**

1. **Personal data (article 6 of GDPR)**

**Our lawful basis for processing your general personal data:**

|  |  |
| --- | --- |
| ☐ Consent of the data subject; |  |
| ☐ Processing necessary for the performance of a contract with the data subject or to take steps to enter into a contract | Contract for the sale and supply of goods and services. |
| ☐ Processing necessary for compliance with a legal obligation | Checks to ensure regulatory compliance and to complete statutory registers or comply with statuary obligations |
| ☐ Processing necessary to protect the vital interests of a data subject or another person |  |
| ☐ Processing necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller |  |
| ☐ Processing necessary for the purposes of the legitimate interests of the data controller or a third party, except where such interests are overridden by the interests or fundamental rights or freedoms of the data subject | We may use your data to keep you informed of products and services that may of interest to you. |

1. **Sharing your personal data**

Your personal data will be treated as strictly confidential, and will be shared only with

* Statutory Authorities who are required to see your data for compliance and record purposes
* Subcontractors used to carry out the contract
* Data processors who assist us with the performance of the contract or any aspect of statutory compliance

1. **How long do we keep your personal data?**

We keep your personal data for no longer than reasonably necessary and we only retain your data for the following purposes

* The fulfilment of the contract and any associated statutory records.
* Compliance and auditing purposes.

1. **Providing us with your personal data**

We require your personal data as it is a statutory or contractual requirement, or a requirement necessary to enter into a contract and without which performance of the contract will not be possible.

1. **Your rights and your personal data**

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data:

* The right to request a copy of the personal data which we hold about you;
* The right to request that we correct any personal data if it is found to be inaccurate or out of date;
* The right to request your personal data is erased where it is no longer necessary to retain such data;
* The right to withdraw your consent to the processing at any time, WHERE CONSENT WAS YOUR LAWFUL BASIS FOR PROCESSING THE DATA;
* The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable i.e. where the processing is based on consent or is necessary for the performance of a contract with the data subject and where the data controller processes the data by automated means);
* The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
* The right to object to the processing of personal data, (where applicable i.e. where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics).
* To request information regarding your data or changes to data please contact us on [GDPR-Changes@Waltet.co.uk](mailto:GDPR-Changes@Waltet.co.uk).

1. **Transfer of Data Abroad**

we do not transfer personal data outside the eea

1. **Automated Decision Making**

WE DO NOT USE ANY FORM OF AUTOMATED DECISION MAKING IN OUR BUSINESS.

1. **Further processing**

If we wish to use your personal data for a new purpose, not covered by this Data Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions.

1. **Changes to our privacy policy**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

1. **How to make a complaint**

To exercise all relevant rights, queries or complaints please in the first instance contact our DATA PROTECTION OFFICER, Waltet Group, Andes Road, Nursling IND Est, Southampton, SO160YZ or GDPR-Changes@Waltet.co.uk.

If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the [Information Commissioners Office](https://ico.org.uk/global/contact-us/) on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.