



Waste Management Ltd

PRIVACY POLICY FOR TEZCAL WASTE MANAGEMENT LTD

EFFECTIVE AS OF 17/04/2020

1.0 Introduction

- a. This website is owned, operated, and made available by Tezcal Waste management. These Terms and Conditions (the "Terms") governs client's ("you", "customer", "client",) access and use of the products and services offered by Tezcal Waste Management, its affiliates and subsidiaries ("Tezcal", the "Company"), through its customer, supplier, and partner collaboration, but not limited to, the waste management brokerage, environment solutions (collectively, the "Services").
- b. We provide this website to, among other things, enable you with requests for product and service information to contact the companies that are a part of Tezcal' database of companies and are listed on this website ("Suppliers") and any other third parties that may advertise on this website or provide services, features or information in connection with this website or to Tezcal ("Providers").
- c. By accessing the Services, you agree to be bound by these Terms. Your receipt of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms are an agreement between you and Tezcal waste management, its affiliates and subsidiaries (collectively "we", "us", "our", "Tezcal).

2.0 SCOPE

- a. The Terms apply to all Services that Tezcal provides through <https://tezcal.co.uk/> (the "website"). Any information, text, graphics, photos, or other materials uploaded to, downloaded from, or appearing on the website in connection with the Services is hereinafter referred to collectively as the "Content."
- b. Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond my control.

3.0 ABOUT TEZCAL WASTE MANAGEMENT

We are a waste management broker and environment solution provider that aims to provide our customers with a one-stop waste solution where we will identify and source the most cost-effective, practical, and compliant service to manage your waste needs.

- a) The website is owned and managed by Tezcal and registered in the United Kingdom with the registration number 12561572.

4.0 PRIVACY POLICY

We are committed to protecting the privacy of your information. Please review our Privacy Policy for details about how we collect, use, and disclose information about you when you access our Services through the website. By accessing the Services, you agree to the terms of our Privacy Policy.

5.0 DEFINITIONS

- a. "Client" means the person, firm or company or other trading organisation to which the services are supplied subject to these conditions.
- b. "The Service" means: (a) Removal of Waste and unwanted materials and any subsequent treatment, disposal, or recovery as specified in the full terms and conditions. (b) Supply of any equipment, containers etc. for use by the client as part of the service in (a) above. (c) Processing includes the loading operations associated with (a) above, transport, decontamination and any other handling operation associated with (a) above.
- c. "Waste Materials" means unwanted, redundant surplus equipment, chemicals, residue, packaging, or other waste used by a Client or no longer required by a Client or which a Client wishes to dispose of.
- d. "Hazardous" means Materials that contain hazardous substances as defined by The Waste (England and Wales) Regulations 2011.
- e. "The Contract" means the Contract for the provision of the Service by Tezcal to You.
- f. "Single Hazardous Waste Consignment Note" and "Multiple Hazardous Waste Consignment Note" means a Consignment Note under The Waste (England and Wales) Regulations 2011 in England and Wales, under the Special Waste Regulations 2004 in Scotland and under The Hazardous Waste Regulations (Northern Ireland) 2005 in Northern Ireland.
- g. "Waste Transfer Note" means a note under The Waste (England and Wales) Regulations 2011.
- h. "Transport Note" means the collection and / or delivery of products and / or services.

6.0 REQUEST FOR QUOTATIONS

- a. Quotations will be provided upon current market rates and the Company will be entitled to apply increases were deemed suitable at any point in the contract.
- b. Unless otherwise stated, any quotation provided by the Company will not take into account Value Added Tax or any other Tax. The Customer in addition shall pay the price of Value Added Tax as well as the contract price.
- c. All quotations provided by the Company are valid for 30 days (unless previously cancelled by the company). If the quotation is not accepted within the time provided by the Company, then the quotation will automatically be lapsed unless it has been extended clearly in writing by the Company.
- d. Acceptance of any quotation by the Customer shall include the acceptance of these terms and conditions. Any other terms or conditions shall be void unless an agreement has been made expressly in writing between the Customer and the Company.

7.0 USER ACCOUNTS

You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) you are either a legal resident of the United Kingdom, a United Kingdom citizen, or a business entity authorized to conduct business by the state(s) in which you operate.

a. Information Disclosure

To the extent permitted by my Privacy Policy, I may disclose your information to my third-party service providers, banks and other financial institutions, and government agencies, who may use this information for any lawful purpose that is consistent with our Privacy Policy.

8.0 TERMS OF SERVICE

- a. Our service shall be on a month to month basis unless otherwise agreed in writing.
- b. All prices quoted to the Client are exclusive of local government and Central Government fees or any other similar charges so levied on the Handling and Disposal of Waste. These charges will be added to the invoice and paid by the Client.
- c. We do not accept liability for consequential loss, either specifically or by omission, except for a liability as a direct result of a failure by Tezcal up to a maximum sum represented by the transport rate charged for the particular consignment. We cannot accept liability in the event of a late collection or delivery.
- d. The Client shall be liable to pay demurrage for unreasonable detention of any vehicle or trailer at Tezcal's current demurrage rates, unless otherwise agreed in writing. The statutory rights of the Carrier against any other person in respect thereof shall remain unaffected.
- e. Unreasonable detention is waiting time at the customer's premises, or further premises and sites nominated by the customer, other than mandatory driver resting time.

9.0 CONTRACT CONDITIONS

No variations or alterations of these conditions shall be binding on Tezcal unless agreed in writing by, or on behalf of, Tezcal by an authorised representative. All orders by you for the Services shall be deemed to be an offer by you to purchase the Services pursuant to these conditions. Performance of the Services by Tezcal shall be deemed conclusive evidence of your acceptance of these Conditions. These conditions shall remain in force until such time as Tezcal adopts revised conditions and notifies the client of the substitution of these conditions by the revised conditions.

10.0 OBLIGATIONS

10.1 OUR OBLIGATION TO YOU

a. We agree at all times to:

- i. Carry out the services in a safe, efficient, and professional manner.
- ii. comply with all applicable Health and Safety Legislation, Environmental Legislation, British and European Standards, and Codes of Practice concerning the collection, transportation, treatment, and recycling of the materials. In this respect, I warrant that it is:

- the holder of a current and valid Waste Management License pursuant to Section 35 of the Environmental Protection Act 1990 and
- a properly registered carrier of controlled waste pursuant to section 2 of the Control of Pollution (Amendment) Act 1989.

iii. engage as a collection agent only (1) properly registered carriers of controlled waste pursuant to section 2 of the Control of Pollution (Amendment) Act 1989 and (2) to carefully supervise all activities of such collection agents in connection with the Contract.

b. We shall hold harmless and indemnify the Client against any loss or damage to the environment or property or injury to, or death of, any person caused by any negligent act or omission or wilful misconduct of Tezcal and its servants, agents or sub-contractors. Except in respect of injury to, or death of, any person (for which no limit applies) the liability of Tezcal hereunder in respect of each event or series of connected events shall not exceed £1,000,000.

c. In the event of a suitable, safe access point from which to collect the waste not being available, then we reserve the right to refuse the collection. In the event that the lack of a suitable, safe access point requires waste to be transported through the premises then we shall not be liable for any damage caused by the operation of transporting the waste to a suitable, safe access point.

10.2 YOUR OBLIGATIONS

- a. You warrant and agree that at all times the Waste Materials that you present for removal pursuant to the Service shall exclude any materials and substances not included above and agrees that all Waste Material should be placed in the waste storage containers specifically marked and provided for them where applicable but in containers suitable for the waste where no containers have been provided. Containers will be collected from a suitable, safe access point to the premises.
- b. You agree to comply with the Control of Pollution Act 1974, The Environmental Protection (Duty of Care) Act 1990 and any other legal requirements, including the provision of documentation, required for the handling of Waste Materials.
- c. You will, prior to collection, supply me with any data or information which I consider necessary as well as identify any risks in the handling of the Waste Materials, and complete any and all documentation required by law.
- d. You shall hold harmless and indemnify Tezcal, its director, officers in respect of any loss or damage, claims, costs, liabilities and expenses arising from any breach of the your obligations under the contract or of a breach of legal requirements by the client.

11.0 CONDITIONS OF HIRE

- a. Any containers delivered to site on our behalf remain the sole responsibility of the Customer while it is there.
- b. We shall not be liable for any breakage or damage caused to the goods supplied. Any such breakage or damage caused to goods supplied by us to you will be chargeable to the Customer.

- c. It is your responsibility to ensure and maintain that there is adequate and safe vehicle access to the site including facilities for manoeuvring and on/off loading goods. It is also your responsibility for ensuring suitable ground condition.
- d. You will ensure that any deliveries or collection of goods to or from site is enabled to be carried out without risk of damage to the vehicle, its driver, or its load and without obstruction to the public highway.
- e. Should you require that the container be placed on the public highway, you will be responsible for having obtained the necessary license from the appropriate authority.
- f. You must comply with all reasonable instructions from me in relation to the use of containers and must not:
 - Alter, adapt, or damage a Container or affix anything onto a Container.
 - Place anything in a Container which is likely to damage a Container.
 - Light a fire in a Container.
 - Move a Container to an alternative location on Site without the Written Consent of the owner of the Container.
 - Sublet, charge, lease, hire or part possession of any Container.
 - Deposit anything other than Waste in a Container.
 - Compact the Waste in or overfill any Container.
 - Exceed weight loading restrictions.
- g. Any costs incurred due to a breach of contract will be passed onto you by us.
- h. You are the sole owner and controller of the waste placed in each container and must comply with its obligations in respect of the waste under the law including, but not limited to, Environmental Law.
- i. If a container has been overfilled, the container will not be removed from site and the customer will be liable to remove excess waste before collection of the container – this may also incur additional charges in the form of a wasted journey/s. In each case the Customer will be required to hire an additional container to remove any excess waste.
- j. If whilst on hire a Container is slightly damaged (fair wear and tear accepted) you shall indemnify the owner for the cost of repair to the Container and any direct consequential cost arising from such damage.
- k. If whilst on hire a Container is stolen, lost, destroyed, or damaged beyond economic repair, you shall indemnify the Owner in respect of such loss and any consequential loss arising there from.

12.0 PAYMENT AND CARD AUTHORIZATION

12.1 PAYMENT

- a. You will pay Tezcal the charges for the services as indicated on the Contract or Tezcal standard charges in full at the time of collection. All sums due are payable within 30 days of the date of the relevant invoice.
- b. Visits in addition to those set down in the contract for collections or the supply of containers or equipment can be made at your request but will be subject to additional charges as set down either in the Contract or on our schedule of current charges.
- c. All late payments are subject to the following surcharges: – Over 30 Days – 3% of total invoice value – Over 60 Days – 7% of total invoice value – Over 90 Days – 12% of total invoice value – Over 120 Days - 20% of total invoice value.
- d. If the client fails to make any payment that is due, we reserve the right to suspend the provision of any service.

12.2 CARD AUTHORISATION

- a) You hereby authorize us directly or through our third-party service providers to charge your payment card for any payments to Tezcal that you initiate through the website.
- b) Your authorization will remain in full force and effective until your Account is closed or terminated in accordance with these Terms.
- c) You represent and warrant that the payment information you provide is accurate, and that you are authorized to use the payment method provided, and you will notify us of changes to the payment information.

13.0 PRICES, CHARGES, AND INVOICES

- a. All prices and charges quoted shall be deemed to include all direct and indirect costs of whatever kind.
- b. Payment terms are subject to the Customer having an approved credit account facility with the Company.
- c. Any queries in respect to invoices sent by the Company must be brought to the attention of the Accounts Department by the Customer within 7 working days from the date of which the invoice was sent. Any queries made after the 7-working day period may be disregarded by the Company subject to discretion of the Director. Thereby all due payments must be made within the agreed payment terms to the Company by the Customer.
- d. If payments have not been made by the Customer within the payment terms set out by the Company, the Company is entitled to discontinue services until payments are made, or an agreement has been made with the Customer and Tezcal.

14.0 ACCEPTABLE USE POLICY

- a. The following sets forth our “Acceptable Use Policy.” Using the Services includes but is not limited to logging into the website; accessing data; running reports; downloading or saving materials related to the Services; and making online payments.

- b. You agree not to use the Services to collect, upload, transmit, display, or distribute any User Content:
 - i. that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
 - ii. that is unlawful, harassing, abusive, tortuous, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libellous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable;
 - iii. that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.
- c. In addition, you agree not to use the Services to:
 - i. upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data.
 - ii. send unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise.
 - iii. harvest, collect, gather, or assemble information or data regarding other users, including e-mail addresses, without their consent.
 - iv. interfere with, disrupt, or create an undue burden on servers or networks connected to the website or violate the regulations, policies, or procedures of such networks.
 - v. attempt to gain unauthorized access to the Services, other computer systems or networks connected to or used together with the website, through password mining or other means.
 - vi. harass or interfere with another user's use and enjoyment of the Services; or
 - vii. introduce software or automated agents or scripts to the website to produce multiple accounts, generate automated searches, requests, and queries, or to strip, scrape, or mine data from the Services.

15.0 ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

- a) The information contained in this website is for general information purposes only. The information is provided by Tezcal waste management and whilst we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. We provide the Content for general information only and any reliance you place on such information is therefore strictly at your own risk.
- b) The Content may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the Content offered

through the Services at any time, but we have no obligation to update any Content. You agree that it is your responsibility to monitor changes to our Content.

16.0 INDEMNITY

You hereby release and forever discharge us (and officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injury, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of other Users.

17.0 INTERNATIONAL USE

We make no representation that information on the website is appropriate or available for use outside the United Kingdom. Those who choose to access the website from outside the United Kingdom do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

18.0 DISCLAIMER OF WARRANTIES

18.1 Disclaimer

- a) In no event shall we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising from, or in connection with, the use of this website.
- b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, ERROR FREE, OR VIRUS FREE, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. INFORMATION OBTAINED THROUGH THE SERVICES HAS NOT BEEN VERIFIED, AND WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT SUCH INFORMATION IS ACCURATE, COMPLETE, RELIABLE, OR OTHERWISE VALID.
- c) WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE.

18.2 LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE TO YOU, YOUR COMPUTER, OR YOUR OTHER PROPERTY DUE TO YOUR ACCESS TO OR USE OF THE SERVICES OR ANY MATERIALS PROVIDED ON THE SERVICES. YOU ACKNOWLEDGE THAT INFORMATION TRANSMITTED THROUGH THE INTERNET IS NEVER COMPLETELY SECURE. NEITHER TEZCAL, NOR ANY OF OUR AFFILIATES, AGENTS, REPRESENTATIVES, OR LICENSORS (COLLECTIVELY, "ASSOCIATES") SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS' FEES, OR FOR LOST DATA OR LOST PROFIT, ARISING OUT OF YOUR USE OF THE SERVICES OR INABILITY TO GAIN ACCESS TO OR USE THE SERVICES OR OUT OF ANY BREACH OF ANY WARRANTY OF ANY WARRANTY, EVEN IF TEZCAL OR AN

ASSOCIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.

YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH TEZCAL IS TO STOP USING THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF THE FOREGOING LIMITATIONS ARE UNENFORCEABLE, YOU AGREE THAT THE COMPANY'S LIABILITY TO YOU UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO THE COMPANY IN THE THREE (3) MONTHS PRIOR TO THE ACCRUAL OF ANY SUCH CLAIM.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TEZCAL AND MY ASSOCIATES, FROM AND AGAINST ANY CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ALL COSTS OF LEGAL PROCEEDINGS AND ATTORNEYS' FEES, ARISING IN CONNECTION WITH USE OF THE SERVICES BY YOU, OR IN CONNECTION WITH A VIOLATION OR BREACH OF THESE TERMS BY YOU, INCLUDING WITHOUT LIMITATION, YOUR VIOLATION OF ANY LAWS GOVERNING COMMUNICATIONS OR INTELLECTUAL PROPERTY.

YOU ACKNOWLEDGE AND AGREE THAT ANY AND ALL DISCLAIMERS IN THESE TERMS AND THE PROVISIONS OF THESE TERMS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK BETWEEN TEZCAL AND YOU.

19.0 PROHIBITED USE

You may use the website only for lawful purposes. You are responsible for any communications you make to me through the website. We prohibit the use of the website for any of the following: submitting information that is false, inaccurate, or not your own; engaging in conduct that is illegal or would constitute a criminal offense; transmitting information that is copyrighted or otherwise owned by a third party unless you are the copyright owner or you have the owner's permission to transmit it; transmitting information that infringes on another individual's intellectual property or privacy rights; communicating information derived from the website to foreign nations in violation of applicable export control laws; or attempting to use the website to gain unauthorized access to our networks or otherwise interfering with our network security.

20.0 APPLICABLE LAW

- a) You agree that the laws of England, without regard to the conflict of laws principles, shall govern these Terms and any dispute arising out of your use of the website or Services that might arise between you and Tezcal. The federal and state courts of England shall have exclusive jurisdiction over all claims. Notwithstanding the foregoing, you agree that we may in our sole discretion, bring a claim in any forum in which personal jurisdiction can be exercised.
- b) Unless otherwise specified, the website is solely for promoting products, programs, services, and business operations within the United Kingdom. Materials from the website may be subject to export controls imposed by the United Kingdom and may not be downloaded or otherwise exported to any country or anyone prohibited by law.
- c) We prohibit your downloading or exporting of materials from the website in violation of United Kingdom export laws and the laws of your resident country. By downloading materials from the

website, you represent and warrant that you are able to do so in full compliance with the laws of the United Kingdom and your resident country.

21.0 WAIVER

No waiver or forbearance by Tezcal or the Client whether express or implied in enforcing any of its rights under these Conditions will prejudice its rights to do so in future.

22.0 DISSOLUTION

- a. You are entitled to terminate or cancel an agreement by giving us 14 working days written notification, without having any liability to the Company.
- b. Should you choose to cancel services for which an order of instruction has been taken by the Company before the 14 day cancellation period, the following charges will be applied: 4-13 days' notice – 15% of total hire charge 1-3 days' notice – 50% of the total hire charge Less than 24 hours' notice – 100% of total hire charge.

23.0 MODIFICATION OF TERM

- a) We may at any time revise these Terms by updating this posting. You are bound by such revisions and should therefore periodically visit this page to review the current Terms.
- b) We reserve the right, without notice and for any reason, to remove or change any Content or other information provided through the website, correct any errors, inaccuracies, or missions in any information offered through the website, and to deny access of any user(s) to all or any part of the Services at any time and without prior notice.

24.0 SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

25.0 ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on the website constitute the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

26.0 ACCEPTANCE

You hereby accept that you shall comply with all the Terms of any agreement concluded or to be concluded between you and Tezcal. We shall always inform the customer of the terms and conditions referred to above prior to the initial agreement.

27.0 QUESTIONS AND FEEDBACK

If you have any questions or comments about the Terms, please contact us below:

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