



Star CWS Ltd

Chemical Waste & Environmental Services

4 Manor Close, Hoghton, Preston, Lancashire, PR5 0EN

Mob : 07927 815399 e-mail: enquiries@starcws.co.uk w: www.starcws.co.uk

Star CWS Ltd - TERMS AND CONDITIONS OF BUSINESS

1. Definitions

In these Terms and Conditions:

- “The Broker” means Star CWS Ltd.
- “Customer” means the person, company, or organisation purchasing services from the Star CWS Ltd.
- “Services” means the inspection, assessment, arrangement, coordination, brokering, collection, transport, treatment, recovery, and/or disposal of waste materials, industrial services.
- “Waste” means any waste material, including hazardous waste, supplied by the Customer for collection or disposal.
- “Carrier” means any licensed waste carrier, treatment facility, or disposal facility engaged by the Broker.

2. Basis of Contract

- 2.1 These Terms and Conditions apply to all Services supplied by the Broker unless otherwise agreed in writing.
- 2.2 Any instruction, order, or acceptance of quotation by the Customer constitutes acceptance of these Terms.
- 2.3 Any differing terms proposed by the Customer shall not apply unless expressly agreed in writing by the Broker.

3. Services

- 3.1 The Broker acts solely as a waste management broker and arranger and may subcontract collection, transport, treatment, recovery, disposal services and industrial services to appropriately licensed third parties.
- 3.2 The Broker will use reasonable endeavours to ensure all subcontractors hold the necessary licences, permits, registrations, and insurances required by applicable law.
- 3.3 Collection dates and times are estimates only and are not guaranteed.
- 3.4 The broker will carry out technical assessment, and where necessary sampling, on all wastes to ensure transportation and disposal are carried out safely and are compliant according to current legislation and best practice.
- 3.5 The Broker will provide a quotation for transportation and/or disposal and/or industrial services and shall endeavour to offer the best price whilst ensuring all services offered are carried out safely and are compliant according to current legislation and best practice.
- 3.5 The Broker will prepare all necessary documentation to ensure the services provided are carried out safely and are compliant according to current legislation and best practice, including but not limited to Hazardous Waste Consignment Notes, Waste Transfer Notes, ADR and Non-ADR Transport Labelling, Risk Assessment & Method Statement.
- 3.6 The broker will retain records of all waste disposal and industrial services transactions indefinitely.

4. Customer Obligations

- 4.1 The Customer warrants that all Waste:
 - is accurately described;
 - is properly classified;
 - is packaged, labelled, and stored in accordance with all applicable legislation;
 - complies with all information provided in consignment notes, waste transfer notes, SDS sheets, or related documentation.
- 4.2 The Customer shall provide all relevant information relating to the nature and composition of the Waste before collection.
- 4.3 Where necessary, the Customer shall ensure that any necessary sampling of wastes can be carried out safely.
- 4.3 The Customer remains responsible for the Waste until it is accepted by the receiving licensed facility.
- 4.4 The Customer shall ensure safe and suitable access to collection locations.



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5. Hazardous Waste Compliance

5.1 The Customer shall comply with all applicable legislation relating to hazardous waste, including but not limited to:

- the Environmental Protection Act 1990;
- Hazardous Waste Regulations;
- Duty of Care obligations;
- Carriage of Dangerous Goods legislation.

5.2 The Broker reserves the right to refuse collection where Waste is incorrectly described, unsafe, unlawful, or unsuitable for transport.

5.3 Additional charges may apply where Waste differs from the description originally provided.

6. Pricing and Quotations

6.1 Quotations are valid for 30 days unless otherwise stated.

6.2 Prices are based on information supplied by the Customer and may be revised if the Waste description, quantity, classification, or access conditions differ.

6.3 All prices are exclusive of VAT unless stated otherwise.

7. Payment Terms

7.1 Payment is due within 30 days from the date of invoice.

7.2 The Broker reserves the right to charge interest on overdue amounts pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

7.3 The Customer shall not withhold payment due to disputes unless agreed in writing.

7.4 The Customer shall reimburse all reasonable costs incurred in recovering overdue debts.

8. Cancellation

8.1 The Broker reserves the right to charge cancellation fees where collections are cancelled with less than 24 hours' notice.

8.2 Where transport or disposal arrangements have already been made, the Customer may be liable for all associated costs.

9. Liability

9.1 Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot lawfully be excluded.

9.2 Subject to clause 9.1, the Broker's total liability arising from any claim shall not exceed the value of the Services supplied under the relevant contract.

9.3 The Broker shall not be liable for:

- indirect or consequential losses;
- loss of profit;
- delays caused by third parties;
- inaccurate information supplied by the Customer.

10. Indemnity

The Customer shall indemnify and hold harmless the Broker against any claims, losses, fines, penalties, damages, or costs arising from:

- inaccurate waste descriptions;
- breach of legislation by the Customer;
- unsafe or unlawful Waste;
- contamination caused by the Customer.



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11. Force Majeure

The Broker shall not be liable for failure or delay caused by circumstances beyond its reasonable control including industrial disputes, severe weather, accidents, government restrictions, or failure of subcontractors.

12. Confidentiality

Both parties shall keep confidential any commercial or technical information obtained during the course of business except where disclosure is required by law.

13. Data Protection

Both parties shall comply with applicable data protection legislation including the UK GDPR and Data Protection Act 2018.

14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.
