

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.onlypaywhatitweighs.co.uk** (the "Site"). This Site is owned and operated by Only Pay What It Weighs Limited. This Site is a waste disposal service.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Only Pay What It Weighs Limited and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

- Waste Collection and Disposal Service; and
- Single Item Rubbish Collection and Disposal Service.

The services will be paid as explained below:

- The customer will pay a one-off, non-refundable, call-out fee online when the service is ordered.
- The customer will pay an additional fee for their single item collection when the service is finished.
- The customer will pay additional costs for their net weight, and labour costs when the service is finished.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it.

All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide.

You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary.

If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Subscriptions

Your subscription does not automatically renew.

You will be notified before your next payment is due and must authorise that payment in order for your subscription to continue.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- PayPal;
- Debit; and
- Direct Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase services from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from the date of purchase when you purchased a service.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at Info@acerubbish.co.uk. You may use a copy of the *Cancellation Form*, found at the end of these Terms and Conditions, but you are not required to do so.

The right to cancel does not apply to:

- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;
- Services that the customer has requested for the purpose of carrying out urgent repairs or maintenance;
- Newspapers, magazines, or periodicals, except for subscriptions to such publications; and
- Accommodation, transport of goods, vehicle rental services, catering, or services related to leisure activities, if the contract includes a specific date or period of performance.

Effects of Cancellation

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

Consumer Protection Law

Where the *Sale of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Only Pay What It Weighs Limited and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Only Pay What It Weighs Limited and our directors, officers, agents, employees, subsidiaries, and

affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Country of England.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

02039 786566

info@onlypaywhatitweighs.co.uk

Effective Date: 5th day of April, 2024

Cancellation Form

If you want to cancel your contract of sale with us, you may use this template, and email it back to us on the email address shown below.

To: www.onlypaywhatitweighs.co.uk

Email: info@onlypaywhatitweighs.co.uk

I hereby give notice that I cancel my contract of sale of the following goods or services:

Ordered on: _____

Received on: _____

Customer name: _____

Customer address:

Signature (only required if you are returning a hardcopy of this form):

Date: _____