

General Terms and Conditions of Contract

1 Agreement

- 1.1 These conditions here, all parts overleaf and the Waste Transfer Note (as replaced from time to time) make up this agreement for our supply of service to you
- 1.2 Blakeleys Waste Management Ltd will be referred to as 'Blakeleys', 'us', 'we', 'our'. We refer to you the party identified as the customer overleaf as 'you' or 'your' or 'the customer' (which shall also include your employees and agents). We refer to both parties by the use of normal English such as 'both of us' or 'either of us'.
- 1.3 The printed form and these conditions shall to the exclusion of any other items and conditions form the whole of the terms of the contract between Blakeleys and the customer and no variation thereof shall be of any effect whether prior to or subsequent to the date of this agreement unless expressed in writing and signed by an Authorised Officer of Blakeleys and the customer.
- 1.4 Blakeleys employees or agents are not are not authorised to make any representations concerning the service unless confirmed by an Authorised officer of Blakeleys in writing ,in entering into this contract the customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed
- 1.5 Any Advice or recommendation given or recommendations given by Blakeleys or its employees or agents to the customer or its employees or agents as to the service or any associated matters which is not confirmed in writing by an Authorised Officer of Blakeleys is followed or acted upon entirely at the customers own risk and accordingly Blakeleys shall not be liable for any such advice or recommendation which is not so confirmed.

2 Price / charges

- 2.1 Blakeleys reserves the right to increase the price of any item referred to in the service schedule, notice of which will be given to the customer at the earliest possible opportunity.
- 2.2 The price quoted in this contract is exclusive of any applicable Value Added Tax which the buyer shall be additionally liable to pay to Blakeleys at the prevailing rate at the date of invoice.
- 2.3 There are no hidden charges, all charges for the service and any additional services pursuant to condition 6, are identified in this agreement. In addition to charges for service we may also charge you: our reasonable costs incurred as a result of a breach or failure by you of your obligations under this agreement (including any action and costs incurred in recovering unpaid charges); a copy charge (if you ask for a copy of any document, example an invoice, a Waste Transfer Note or this agreement).

3 Service Schedule

3.1 Blakeleys reserves the rights to change the service times and days to meet operational requirements which where possible will be notified to the customer in advance.

3.2 If through operational difficulties Blakeleys is not able to service the customers requirements on the scheduled day Blakeleys reserves the right to re-schedule the service to the earliest possible opportunity without liability to the customer

4 Safety and Indemnity

4.1 The customer shall be wholly responsible for the safety of all persons (including employees and agents of Blakeleys entering within the customers premises where the equipment is sited

4.2 The customer shall bear all risks involved in connection with siting or loading and use of the equipment

4.3 The customer shall indemnify Blakeleys against all claims arising through any negligent act or breach by the customer

4.4 Except in respect of death or personal injury caused by Blakeleys negligence. Blakeleys shall not be liable to the customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of this contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Blakeleys, its employees or agents or otherwise) which arise out of or in connection with the supply of the service except as expressly provided in these conditions.

4.5 Blakeleys shall not be accountable to the customer or be deemed to be in breach of the contract by reason of any delay in performing or a failure to perform any of Blakeleys obligations in relation to the service, if the delay or failure was due to any cause beyond Blakeleys reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Blakeleys reasonable control

4.5.1 Act of God, explosion, flood, tempest, fire or accident

4.5.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

4.5.3 Act, restrictions, regulations, bye-laws, prohibitions, or measures of any kind on the part of any governmental, parliamentary or local authority;

4.5.4 Strikes, lockouts or other industrial actions or trade union disputes (whether involving employee of Blakeleys or of a third party);

4.5.5 Difficulties in obtaining labour, fuel, parts or machinery or failure or breakdown in machinery.

4.5.6 Traffic delays, by way of congestion, accident or road works.

4.5.7 You will insure against any loss or consequential loss

4.5.8 Our liability to you for any loss arising in any year of this agreement in respect of any one event or series of connected events shall not exceed the annual charges paid by you to us for the relevant year.

5. Responsibility for Equipment

Any equipment supplied by Blakeleys shall at all times remain the property of Blakeleys. The customer shall be responsible for providing adequate insurance cover for all equipment supplied by Blakeleys. The customer shall be responsible for its siting, for any loss or damage whilst outside the care or control of Blakeleys and for ensuring that it is not over or improperly loaded (notwithstanding any inspection of the equipment by Blakeley's) or the contents set on fire, under no circumstances must the equipment be sited on a public highway.

6. Additional Service

Where additional service has been supplied for the removal of non-scheduled containerised waste then a charge will be made at the standard rate tariff for the customer. This charge will be made in arrears at the end of the Blakeleys invoicing period..

6.1 Any requested additional services must be requested in writing. In the absence of a written request then any dispute over additional services provided the records of Blakeleys or word of Blakeleys employees will prevail as proof, to avoid any misunderstanding we will in these instances accept faxed or emailed communication.

7. Loose Waste

Blakeleys general policy is only to service containerised waste. However Blakeleys recognises the need to leave the customers premises in a clean and tidy condition avoiding any environmental problems associated with loose waste and provided the customer has indicated on the service schedule his willingness to pay a fee based on a site assessment by Blakeleys operatives, Blakeleys shall move occasional excess waste. If removal of loose waste occurs on a regular basis then Blakeleys reserves the right to review the customer's container requirements.

8 General

8.1 Subject as expressly provided in these conditions and except where the services are provided to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law

8.2 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

8.3 The contract shall be governed by the laws of England

8.4 We may record or monitor telephone calls made between us or any other person

8.5 *Data protection* The information you provide to us will be processed by us and may be shared with the Environment Agency and other organisations as we feel appropriate under legal rules

Termination

9 In the event that you wish to terminate this agreement:

9.1 Then you shall give us not less than three calendar months and not more than 6 calendar months written notice prior to the anniversary date (in accordance with condition **22**), such notice to expire on the next anniversary of the agreement date specified overleaf.

9.2 In advance of the delivery date specified in condition 11 and / or in advance of the expiry of the minimum Service Period then you agree to pay us liquidated damages calculated in accordance with condition 10 below.

10. If you breach the terms of this agreement you will pay us liquidated damages calculated to be an amount equivalent to 40% of the aggregate empty charges and rental charges which would have been payable by you for services provided by us during the remainder of the Minimum service Period pursuant to this agreement.

For the avoidance of doubt, and without limiting the generality of the foregoing, the following matters shall be considered material breaches of the agreement entitling us to liquidated damages:

10.1 The termination of the agreement by you in advance of the delivery date specified in condition 11;

10.2 The termination of the agreement by you in advance of the expiry of the Minimum Service Period as specified in condition 11;

10.3 A failure by you to pay us for the services in accordance with the payment schedule.

11. The service to be provided under this agreement shall commence from the **delivery date** overleaf.

If no such date is specified then the service shall commence:

11.1 One month from the **agreement date** specified overleaf;

11.2 (if later) the date upon which the minimum notice period required to terminate your contract with an existing supplier of the service to be provided by us hereunder, expires.

Unless otherwise stated the Minimum Service Period will be 52 weeks of the scheduled collections from the actual date on which we began providing a service to you.

11.3 Automatic renewal of the Service. Both of us agree that the service will automatically continue and be renewed for successive 12 month periods after the initial term unless terminated in line with condition 9

12. We will at all times collect waste in accordance with the environmental protection act 1990 or any statutory modification thereof for the time being in force

13. You must ensure that you, your employees or agents at all times comply with any health and safety legislation that is in effect as well as the Environmental protection Act 1990 or any statutory modification thereof at the time of being in force.

14. Ownership of and the responsibility of the waste will be vested with you until such time as we remove the waste

Containers

15. You will be responsible for making a reasonable examination of the container upon delivery. This is important as unless you tell us otherwise, each container will be deemed to be in good working order and condition. If you believe that a container has a defect you must tell us by Written notice within 5 working days of its delivery. When you tell us you must explain what the defect is, including whether you believe the defect is
- Minor (for example it is dented)
 - Major (for example it may prevent the safe storage or transport of your waste or it may be a risk to health and safety)
- Using the information you give us we will (acting reasonably) decided what to do. If you report a:
- Minor defect we may, at our option, decided not to change the container (in which case you will have no liability for the minor defect)
 - Major defect we will contact you to agree a reasonable time period in which to replace the container or to make temporary arrangements until a replacement can be delivered.
- 15.1 You will allow us unhindered access to the equipment supplied, and if required present the equipment to the collection point at all reasonable times in order for us to perform obligations under this agreement failing which we will be entitled to suspend the service pending proper access to the equipment
- 15.2 Proper access, this can include manoeuvring space for the vehicle that is not insufficient, unsafe or likely to cause damage to the vehicle, the container, property or individuals. The driver of the vehicle will ascertain if suitable proper access is available and may refuse to deliver empty or replace a container if he believes the access is unsuitable. Where you subscribe to hazardous waste service this may also include access to the building in which the container is stored.
- 15.3 You should not deface or remove any markings or indications attached to the equipment showing the ownership thereof.
- 15.4 You will provide such routine cleaning as is necessary to maintain the equipment in a sanitary condition. It is not a condition of this agreement that we supply you with a brand new container
16. You agree to reimburse us the full cost of scheduled container empties not collected by us on your premises due (but not limited to) failure by you to provide access to us pursuant to clause 15 above, or third parties restricting access to our equipment or your premises and when you or agents fail to pre-notify us of a site closure due to public holiday, bank holiday, local holiday or any other reason whatsoever.
17. You shall allow our personnel access to repair, move, remove or inspect the equipment. We reserve the right to charge you for repairs or replacement cost for damage (other than fair wear and tear or damage caused by our negligence or wilful default) to any container. If we have caused damage through our negligence or wilful default you must tell us by Written Notice within 5 days of the negligent act or act of wilful default otherwise it will be deemed that we did not cause the damage
18. Given the value of the work involved we both agree that it is not practical to issue work tickets or obtain signatures for service performed and you shall accept our records as proof of service. However if you require proof of service then we reserve the right to do so at a charge of £6.00 on each and every occasion or for any subsequent copy thereof.

Our right to terminate

19. We have the right to terminate this agreement:

- 19.1 If you commit any breach of the terms here of and fail to remedy such breach within 14 days of a written notice to do so
- 19.2 You fail to communicate with our staff in a professional and respectful manner, i.e the use of foul or abusive language will not be tolerated.
- 19.3 Example breaches include the following: Your failure to look after a container in line with condition 15; Failing to make payment in accordance with this agreement in particular when we have reminded you; payment in advance may be requested and until receive then Blakeleys reserve the right to initial withhold service then to terminate this agreement.
- 19.4 If a receiver is appointed over part or all of your assets or an order is made or a resolution is passed for your winding up or you become subject to an administration order

20. Any termination of this agreement shall be without prejudice to the accrued rights of either party

21. This agreement is personal to you and cannot be assigned without prior written consent. However we may assign or sub-contract any part of this agreement to any person

Written Notices

22. A notice or other communication under or in connection with this agreement shall be in writing and shall be sent by first class post pre-paid recorded delivery to the party due to receive the notice or communication at its address specified on the agreement or another address specified by such party by written notice to the other. Such notice or communication shall be signed and sent to you personally and you agree that you will not authorise or assist any party who is not a party of this agreement to serve such notice on your behalf. You agree that any notice not served in accordance with this condition shall be invalid.

22.1 Faxes and emails are not acceptable, we both agree that any written notices sent by facsimilie or e-mail will not be satisfactorily served for the purpose of this agreement

23. Payment schedule:

23.1 When 'standard credit' terms are agreed with us you shall remit payment to us no later than the 20th day of every month following the issue of an invoice

23.2 When 13 weeks advance terms are agreed with us you shall remit payment to us prior to the commencement of the period of service

23.3 When 'Direct debit' terms are agreed with us you will receive a monthly invoice in arrears with the amount due being transferred to our account no later than the 20th of the month

23.4 If you do not pay us on the due date agreed between us you will pay

23.4.1 Interest at 8% above the bank of England base rate as prescribed under the late payment of Commercial debts Regulations 2002 and the late payment of commercial Debts (interest0 Act 1998; and

23.4.2 Compensation/debt collection costs as prescribed under the late payment of Commercial debts Regulations 2002 , based upon the amount outstanding. (which are currently as follows;debt up to £999.99 - £40, Debt £1000 and over - £100);and

23.4.3 £25 for non payment of Direct Debit

23.4.4 £6 for each reminder letter, fax, phone call and statement.

23.4.5 If you(acting in good faith) dispute any amount claimed under any invoice you must inform us as soon as you can. You cannot dispute or refuse to pay any amount on the basis that we owe you money. You must pay us all undisputed amounts no later than the 20th of the month. Payment of any amount under an invoice, as shown by our records, shall be proof that we performed our obligations for the relevant service. If you claim we owe you money we will credit the amount to your account with us once we have received satisfactory evidence that we do owe the amount claimed. To the extent it is agreed or determined

23.4.6 Any disputed amounts not raised within 30 days of receipt of invoice will not be accepted and you will be required to pay the amount in full.

Your Waste

24. We rely upon you to accurately describe your waste. You are the producer or importer of the waste. We rely upon your correct selection of any European Waste Code or other description of your waste as contained on any current Waste Transfer Note. You will be responsible for ensuring that at all times only materials conforming to your description of your waste are placed in any container

25. We may at any time take samples or photographs of your waste to satisfy us of the accuracy of your description. Under no circumstances will this right free you of your obligation to accurately describe your waste.

26. At any time we may refuse to deal with your waste or other material for any valid reason. Examples of valid reason include material or Waste which we believe may:

- Not match accurately with your description of your waste;
- Be corrosive,explosive,flammable,toxic,poisonous or otherwise dangerous(other than those permitted under Condition 28)
- Cause us to incur any civil or criminal liability;
- Cause us to incur extra costs to transport or dispose of in line with legal rules
- We believe may cause damage to our equipment

If we refuse to deal with any containers contents for a valid reason we will not be in breach of this agreement and may insist that you remove or arrange for a specialist third party to remove, such contents. If we do not enforce this right of refusal we may charge you for extra costs incurred in dealing with the containers contents in line with Legal Rules.

We reserve the right to claim damages incurred for any repairs to any of our equipment and consequential losses incurred as a result of your negligence and or failure to comply with your obligations under this agreement.

27. Both of us agree to sign a new Waste Transfer Note, which will replace the current Waste transfer note (and then will form part of this agreement)

- a. If there is a change in the material forming your waste
- b. Annually each December
- c. Both of us agree to make written changes to take effect under this agreement

Hazardous Waste

28. Notification, Under legal Rules you may need to notify the Environment Agency that you produce hazardous waste. We can make notification on your behalf should you instruct us to do so by paying the hazardous waste registration charge. This notification lasts for 12 months and we will automatically renew the registration each year on your behalf unless you give us Written Notice not less than 3 months prior to the renewal date. If your details change at any time you may need to re register
29. Should you subscribe to our hazardous waste service we will collect your waste provided
- a. You only use containers specially provided by us for this purpose to store your hazardous waste
 - b. You comply with the guidelines that we give you written notice of from time to time
 - c. You provide evidence that you have notified the Environment Agency that you produce hazardous waste at the customer service location where we believe it appropriate
 - d. You complete the respective part of a hazardous Waste Consignment Note with respect to each collection.