

Terms & Conditions - Betts Envirometal - Waste Management

1. Incorporation of the Company's Conditions

The conditions hereinafter stated are the conditions of the Company in relation to the Services and any such Service is undertaken upon the following conditions unless specifically agreed in writing between the Company and the Customer.

2. Definitions

In these conditions the following definitions shall have effect unless the context otherwise dictates:

- a. "Company" shall mean Betts Envirometal and includes any of its fellow subsidiary or associate companies as may participate in the performance of the contract for which companies Betts Envirometal acts as agent in concluding this contract.
- b. "Customer" shall mean the person firm or corporation detailed in the duty of care transfer note and shall mean the person, firm or corporation for who any Services are undertaken by the Company.
- c. "Container" shall mean any container, drum, sack or other receptacle supplied by and/or serviced by the Company.
- d. "Service" shall mean the collection transportation and/or disposal of waste materials and/or any industrial activity on site on behalf of the Customer.

3. Statutory obligations

It is a term of every contract entered into by the Company that the Customer shall have complied or shall comply with all the requirements of government or any statutory local or public authority in relation to the Service or to the use of any Equipment by the Customer. In particular:

- a. The Customer shall be responsible for ensuring compliance with the Environmental Protection Act 1990.
- b. The Customer shall be responsible for ensuring compliance with the Health & Safety at work etc Act 1974.

4. Basis of contract

- a. The Company shall collect and dispose of or, in appropriate circumstances, recycle waste materials subject to these conditions. The Company shall accept special waste provided a consignment/transfer note for the carriage and disposal is completed in accordance with the Special Waste Regulations 1996. Otherwise, the Company will not accept any toxic, dangerous, hazardous or special waste.
- b. If the contract provides for the Company to carry out the treatment of waste, this Service will be provided in accordance with the conditions included in the Company's Control Form copies of which are available on request.

5. Nature of waste materials

The waste materials to be collected and disposed shall be of the type, character and quantities specified in the quotation and the Customer shall ensure that no material change in the nature of the waste materials shall take place during the contract. The Company reserves the right not to accept any waste which by reason of size or weight is difficult to collect or dispose.

6. Customer's premises

- a. The Customer must notify the Company before any supply is commenced of any particular requirement of the Customer relating to health and safety at work and of any hazards, risks or dangers that may arise as result of the Company or its employees undertaking any Service on the premises of the Customer.
- b. The Company's employees or agents shall not be required to undertake any Service outside the terms of the Contract and furthermore the Customer shall not request such employees or agents to do so without the Company's prior agreement.

7. Customer's obligations in relation to Containers

- a. The Customer shall be responsible for placing and shall only place the waste materials referred to in Clause 5 in the Containers.
- b. The Customer warrants that he has the right to place such waste materials in the Containers and the property in all waste materials shall pass to the Company upon the same being commenced to be removed provided there shall have been no breach of the Customer's obligations.
- c. It shall be a condition that the Customer observes and performs the following
 - i) All Containers to be loaded safely and evenly and no sharp or hot materials are to be placed in any plastic Container or other Container likely to be damaged thereby.
 - ii) Unless otherwise agreed, no Container shall be placed on the highway.
 - iii) No rubbish shall be burned in any container or any fire started or permitted therein by the Customer or any other person.
 - iv) No Container shall be removed from the Customer's premises to which it was delivered without the Company's prior written consent.
 - v) No sign lettering insignia advertising or other device of the Company shall be placed or fixed on any Container.
 - vi) No sign lettering insignia advertising or other device of the Company on any Container shall be removed or defaced.

The Customer shall at all reasonable times allow the Company and any person authorised by it to have access to the Equipment to inspect, test, adjust, repair or replace the same so far as possible at times convenient to the Customer.

The Customer shall pay an additional charge at the rate in force at the time of removal of waste which does not meet the description.

8. Time of collection

When the Company's vehicle calls on the Customer to perform any part of the Service the Customer shall ensure that the Equipment is readily available at the time of collection by the Company. The Company shall not be under any obligation to carry out any service where the Customer is in breach of this condition, but nevertheless the Company reserves the right to make a wasted service charge.

9. Changing circumstances

- a. If it becomes apparent for reasons not disclosed by the Customer or which could not have been foreseen by the Company at the time of entering the contract or commencing the work that the Services to be undertaken differ from those originally envisaged, the Company shall notify the Customer accordingly giving particulars as soon as reasonably practicable after the circumstances become apparent and the Company shall be entitled to payment for additional work.
- b. Should the Company elect to cease the Services in the changed circumstances, the contract shall be deemed to be terminated. Upon such termination the Company shall be entitled to charge for any work carried out up to the time of termination and to be reimbursed for the costs associated with commitments and liabilities entered into pursuant to the contract and for any Equipment or other items provided or intended to be provided for the purpose of the contract.
- c. The Customer shall pay any additional charge's at the Company's usual rate occasioned by:
 - i) Any additional costs arising from changes to the agreed frequency or volumes of Service as notified by the Customer.
 - ii) Any delay caused by any act or omission of the Customer.

In the case of specialist equipment, customers most recent total monthly charge for service thereof multiplied by the number of months remaining in the Term.

10. Terms of payment

- a. All payments shall be made by the end of the month following that in which the Service was provided. Other methods of payment can only be made with the prior approval of the Company. The Customer shall not be entitled to delay or withhold payment on account of any alleged set-off or counter-claim.
- b. The Company reserves the right to change interest on all sums that remain unpaid after the due date, in accordance with the Late Payment of Commercial Debts (interest) Act 1998, at the rate of 8% (or whichever rate shall apply at the time) over the current Bank of England base rate, together with the late payment charges as set out in the Act, until payment is made.
- c. Where the charge for the Service is liable to VAT, the Customer shall pay an additional amount equivalent to the amount of VAT at the appropriate rate.
- d. The Company reserves the right not to execute any order and to remove any Equipment of the Company if arrangements for payment of the Customer's account are not in the Company's discretion satisfactory to the Company and to suspend the Service to any Customer whose account is overdue for payment or where the Customer is in breach of any of these conditions or where the Company considers that the Service required may place at risk any person, goods, vehicle, Equipment or property.

11. Terms of service

- a. The Company is not a common carrier and does not contract as such.
- b. The Company may employ any sub-contractor for the purposes of fulfilling any contract entered into by the Company.
- c. The date of delivery or performance of the Service shall not be of the essence and the Company shall have the right at its discretion to alter the day of performance of the Service.
- d. Where the Company is unable due to Bank or Public Holidays, breakdown or circumstances outside its reasonable control to carry out any Service on the day notified to the Customer, the Company shall make all reasonable efforts to carry out such Services as soon as practicable thereafter.
- e. Property and risk in the waste materials shall pass to the Company at the time of collection but the Customer shall remain liable at all times for any damage caused by the waste materials in breach of this agreement.

12. Auxiliary Charges

The Company shall be entitled to charge at its current rates from time to time for collection or delivery of Equipment, copy documentation, recycling services or the provision of service tickets where service tickets are not included in the Service operated.

13. Liability for loss or damage

- a. If a service is required by the Customer involving vehicle movement otherwise than on the public highway: the Customer shall afford reasonable, safe and adequate access and space in which loading and unloading operations, delivery and collection may be carried out without risk of damage to the vehicle, its driver or its load and without obstruction to the public highway.
- b. The driver of a vehicle providing such a service shall be deemed to be under the control of the Customer whilst on or adjacent to the Customer's premises and the Customer shall be solely responsible for any accident or any damage by the weight of its vehicle or its load to any bridges, wires, cables, drains and other services, manholes, roads, paths or any surface or any other property on, above or below the surface of the land and shall indemnify the Company against all claims in respect of legal liability arising therefrom.
- c. The Company reserves the right to refuse to carry out any Service if it considers that the Service required might place at risk any person, goods, vehicle or property.
- d. The Customer's attention is drawn to the need to obtain the consent of the Local Authority to cross pavements or to site Equipment on a public highway.

14. Limitation of liability

- a. Except for defects in the Service which shall have been notified by the Customer to the Company in writing within 14 days after the date of Service: the Company shall not be liable for any claim, loss or damage arising under any legal liability for any defect in the Service whether due to any act, neglect, default of the Company or its servants or agents or otherwise and all warranties and conditions express or implied are hereby excluded.
- b. In particular (without prejudice to the generality of the foregoing) the Company shall not be liable for any such claim, loss or damage resulting from:
 - i) Any circumstance arising outside the reasonable control of the Company,
 - ii) Any instruction given by or any act or omission of the Customer or his servants or agents,
 - iii) Any inherent or latent defect which the Company could not reasonably have discovered or rectified,
 - iv) Any material breach by the Customer of any of the Company's conditions hereof required to be observed or performed by the Customer or,
 - v) Any damage howsoever caused to any Equipment.

15. Indemnity by customer

- a. The Customer shall indemnify the Company against any loss or any damage to any Equipment occurring or caused during the continuance of the contact with the Customer.
- b. The Customer shall indemnify the Company against claims for which the Customer is legally liable or for any additional cost arising out of the use of any Equipment or the breach by the Customer or any of the conditions hereof required to be observed or performed by the Customer.

16. Conflict with customer's condition

Any conditions contained in a Customers' order which conflict with any of these conditions shall be deemed to be inapplicable to any order placed with the Company unless expressly agreed by the company in writing when acknowledging an order.

17. Assignment

The Customer shall not be entitled to assign or transfer the benefit of this contract.

18. Law of contract

- a. All contacts between the Company and the Customer shall be governed by the Law of England.
- b. Any reference to any Act of Parliament Regulation or Order shall include any statutory re-enactment, amendment or modification thereof.

19. Effect of headings

The headings to these conditions are for guidance only and are not to be construed as forming part of or in any way limiting the effect of the condition themselves.