

# Duty of Care:

## Environmental Protection Act 1990 Controlled Waste Description and Transfer Note/Agreement

### Terms and conditions of supply: Part 1

#### 1. General

- 1.1 Hive Waste and Recycling Limited will provide services as described in the Service Schedule Details for the duration of the agreement, subject to clause 2.5.
- 1.2 Hive Waste and Recycling Limited may require a credit application form from the customer, and may make enquiries with a credit reference agency using the information supplied, for the purposes of risk management and to prevent fraud.
- 1.3 No alterations or modifications to these terms will be binding unless specifically agreed in writing by an authorised officer of Hive Waste and Recycling Limited.
- 1.4 Any advice or representation given by Hive Waste and Recycling Limited employees or its agents is acted upon entirely at the customers' own risk, unless confirmed in writing by an authorised officer of Hive Waste and Recycling Limited.
- 1.5 During the term of the agreement the Customer will not obtain or seek to obtain services of the same nature to those provided by Hive Waste and Recycling Limited.

#### 2. Prices and Payment

- 2.1 Hive Waste and Recycling Limited will invoice the customer at the frequency stated in the Service Schedule Details.
- 2.2 The charge will be calculated as stated overleaf. The amounts overleaf are exclusive of value added tax (V.A.T), which the customer shall additionally be liable to pay Hive Waste and Recycling Limited at the prevailing rate at the date of invoice.
- 2.3 All payments for the service shall be due and payable strictly within 30 days of the invoice date.
- 2.4 Any sums not paid within 30 days shall be liable to interest charges at 3% above the base rate of NatWest Bank.
- 2.5 In the event of a customer not paying for the service by the due date, Hive Waste and Recycling Limited reserve the right to suspend service until all arrears are cleared.
- 2.6 Hive Waste and Recycling Limited reserve the right to increase prices at any time by giving not less than one month's written notice.
- 2.7 Notwithstanding clause 2.6 where prices are based on assumed weights and that assumed weight is exceeded, Hive Waste and Recycling Limited reserve the right to increase the price and recover the additional cost of disposal from the customer.

#### 3. Service Schedule

- 3.1 Hive Waste and Recycling Limited or its agents will service the containers as per the Service Schedule Details in the agreement.
- 3.2 Any changes to the Service Schedule Details must be agreed in writing by an authorised officer of Hive Waste and Recycling Limited.
- 3.3 Hive Waste and Recycling Limited reserve the right to change service days in order to meet operational requirements. Such changes will be communicated to the customer at the earliest opportunity.
- 3.4 If through operational difficulties Hive Waste and Recycling Limited is unable to service a container on a specified day it reserves the right to reschedule the service to the earliest available date, without liability to the customer.
- 3.5 Hive Waste and Recycling Limited will not be liable to the customer or in breach of this agreement for failure to supply services due to circumstances beyond the control of Hive Waste and Recycling Limited. This includes (but is not limited to) lack of equipment, disposal facilities, labour or other associated items.

#### 4. Site Safety

- 4.1 The customer will provide to Hive Waste and Recycling Limited and its agents, at all reasonable times, safe and unencumbered access to containers for the purpose of emptying, or removal or replacement.
- 4.2 Hive Waste and Recycling Limited will not be responsible for any damage caused to property surfaces arising from inadequate construction of such surfaces for the type and weight of vehicle and plant used by Hive Waste and Recycling Limited or its agents whilst carrying out the service.
- 4.3 The customer shall be wholly responsible for the safety of Hive Waste and Recycling Limited employees or its agents whilst at their site for the purpose of providing the service.
- 4.4 The customer will bear all risks for the siting, loading and unloading of containers on their site.
- 4.5 Hive Waste and Recycling Limited will undertake to comply with reasonable safe working practices at the customer's site, if supplied in writing to Hive Waste and Recycling Limited.

#### 5. Equipment

- 5.1 All equipment supplied by Hive Waste and Recycling Limited or its agents for the purpose of providing the waste service, shall at all times remain the property of Hive Waste and Recycling Limited or its agents.

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#### Terms and conditions of supply: Part 2

- 5.2 The customer is responsible for ensuring the equipment is used only for the purpose of storing waste and furthermore will ensure that:
- 5.2.1 The container is not overloaded or overfilled.
  - 5.2.2 The container is sited off the public highway, unless specific written permission has been given by Hive Waste and Recycling Limited.
  - 5.2.3 The container remains at the site listed on the agreement.
  - 5.2.4 There is adequate insurance arrangements in place to cover any loss or damage to the container whilst at the customer site.
  - 5.2.5 The container is not modified in any way nor any plates/labels be removed or added without the express authority of Hive Waste and Recycling Limited.
- 6. Waste**
- 6.1 The customer undertakes that all waste placed in the containers will be as described by the waste transfer notes and EWC codes on the transfer note applicable at the time of collection.
  - 6.2 Hive Waste and Recycling Limited or its agents will only take waste which has been properly containerised in the equipment provided, which the customer has agreed is suitable for their type and quantity of waste.
  - 6.3 The customer and Hive Waste and Recycling Limited will each sign a waste transfer note at the commencement of the agreement and subsequently on any change in waste composition or at the expiry date of the current waste transfer note.
  - 6.4 If the customer fails to complete and sign a waste transfer note, Hive Waste and Recycling Limited reserve the right to suspend service on expiry of the current transfer note.
- 7. Termination**
- 7.1 This agreement is for a fixed term of one year. Unless it is terminated as indicated in this Condition 7, it continues for successive one-year periods.
  - 7.2 If the customer commits any breach of the conditions contained within this agreement, Hive Waste and Recycling Limited reserve the right to give notice to terminate with immediate effect.
  - 7.3 If the customer should make or propose any voluntary arrangements with its creditors, or is the subject of an administration order or any bankruptcy or winding up petition, Hive Waste and Recycling Limited reserves the right to terminate the agreement with immediate effect.
  - 7.4 Either party may give notice to terminate this agreement by giving not less than 3 calendar months notice prior to the anniversary of the date of the agreement.
  - 7.5 If the customer prematurely terminates the contract, Hive Waste and Recycling Limited shall be entitled to liquidated damages equal to the sum of the amounts payable by the Customer to the end of the notice period described in 7.3 above.
  - 7.6 In the event Hive Waste and Recycling Limited incurs any losses as a result of the customer breaching the terms of this agreement, it reserves the right to recover such losses from the customer.
- 8. Indemnity**
- 8.1 Except in respect of death or personal injury caused by negligence of Hive Waste and Recycling Limited or its agents, Hive Waste and Recycling Limited shall not be liable by any Implied condition or duty under common law to the customer for any consequential loss or damages which arise out of provision of the service.
  - 8.2 If any clause or provision referred to within the agreement are deemed under statute or by a competent authority to be unfair or unenforceable, the validity of the other provisions shall not be in question and will remain in force.
- 9. Other**
- 9.1 Any notice or agreement referred to in this document will only be held valid if notified in writing, to the address of the party to whom it is intended stated in this agreement.
  - 9.2 This agreement will be governed by the laws of England, and both parties submit to the exclusive jurisdiction of the English courts.
  - 9.3 Force majeure - Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.