

EGAN WASTE SERVICES LIMITED - STANDARD TERMS OF SERVICE

DEFINITIONS

"Company" indicates Egan Waste Services Limited (Company number 4920542) whose registered office is at The Recycling Centre, Unit A15, Severn Road, Treforest Industrial Estate, Pontypridd, CF37 5TA.

"Carrier" means any person, firm or corporation contracted to undertake the whole or any part of the Service by the Company or the Customer.

"Customer" means the person, firm or corporation for whom the service is undertaken by or on behalf of the Company.

"Container" means any skip, bin, container, drum, sack or other receptacle, supplied by the Company or the Supplier in connection with the provision of the Service.

"Duty of Care" means the statutory Duty of Care imposed on the Carrier, Customer or Company under the Environmental Protection Act 1990 and any amending or replacement legislation.

"Equipment" means any item of equipment or plant provided by the Company or Carrier in connection with providing the Service.

"Legal Liability" means liability in tort or for breach of statutory duty or in contract and under any other head of liability in law together with liability for any actions, claims, costs, damages, expenses, interest accrued, losses and proceedings in connection therewith.

"Particulars" means and includes all information and details furnished and contained in the Quotation in respect of the Waste.

"Quotation" means the written service quotation including any Customer's declaration supplied by the Company to the Customer which is signed for agreement by the Customer and which contains these Terms and without which acceptance no Contract shall exist between the Customer and the Company.

"Service" means the collection or service transportation and/or disposal of waste materials and/or any industrial activity on site on behalf of the Customer as set out in the Contract and any other services that the Company provides to the Customer, or any other act of management whatsoever agreed to be undertaken by the Company in connection with the Waste.

"Waste" means any material for which the Company or Carrier provide the Service.

"Records" means waste transfer notes or consignment notes required under the provisions of the Environmental Protection Act 1990 and/or the Environment Act 1995 and/or the Special Waste Regulations 1996 and/or any subsequent legislation.

THE COMPANY'S UNDERTAKINGS

1. To provide the Service in a proper and efficient manner according to the Quotation.
2. To provide the Service subject to the conditions contained in these Terms of Service.
3. To comply with any and all specific site and plant instructions and procedures notified to and acknowledged in writing by the Company prior to the supplying of the Quotation as are necessary for the Customer to meet its obligations under the Health and Safety at Work Act etc. 1974 and the Duty of Care.
4. To comply and conform with all regulations and laws relating to the Company's obligations and the use of any Equipment provided by the Company in connection with the Service.

THE CUSTOMER'S UNDERTAKINGS

1. To ensure that the Waste is properly and fully described in the Quotation.
2. To ensure that the Waste conforms in all respects and at all times to the description in the Quotation.
3. To ensure that the constituents of the Waste are stable and no adverse reaction or hazard will be produced through the mixing of the constituents of the Waste.
4. To ensure that all containers, drums or packages whether or not supplied by the Company are sound and suitable for the Waste, clearly marked and labelled in accordance with all laws, regulations and codes of practice including the Carriage of Dangerous Goods by Road Regulations 1996 and the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure receptacles Regulations 1996 and amendments. They must carry a legible and accurate description placed upon them by the Customer and a warning of any hazard.
5. To provide an adequate and safe access and space in which the Service may be carried out with no risk of damage to the Company's or Carrier's equipment, employees, operatives or load and without obstructing the public highway.
6. If as a result of the failure by the Customer, its servants or agents to observe and perform any of these Terms or their act default or neglect howsoever caused there is any harmful consequences of any kind including but not limited to an escape of noxious fumes, explosion, fire, contamination, damage, environmental pollution, expenses or losses including the loss of life or personal injury the Customer shall bear and be liable for all resulting damage and loss including any loss of life or personal injury and the Customer shall indemnify the Company against all Legal Liability arising in the connection therewith.
7. To comply fully with all legal requirements to maintain and provide Records. All Records are to be retained by the Customer for the appropriate periods defined by law and to be provided to the Company or the Carrier either as required by law or upon request.
8. Notwithstanding the supply of any documentation by the Company for use by the Customer to comply with all requirements with regard to notification of the Natural Resources Wales or Environment Agency or other appropriate regulatory body with regard to the movement of the Waste in accordance with the provisions of the Special Waste Regulations 1996 and/or any other regulatory requirement.

Container Hire

9. Customers warrant with respect to each container ordered to be placed other than on private property:
 - a) that the permission of the Highway Authority has been duly obtained under section 31 Highways Act 1971
 - b) that the said permission will be kept in force by the extension or renewal as necessary until either the container is removed or until the expiry of one clear working day's notice is given to us to remove the container.
 - c) that they will ensure the observation and performance at all times of the conditions subject to which the aforesaid permission is granted and in particular will secure that the container is properly lit throughout the hours of darkness.
 - d) that they will not remove the container from the place where it has been deposited without first obtaining both the written authority of the Highway Authority and ourselves and that they will ensure no damage is caused by this.
 - e) that they will ensure at the time when the collection is requested there is clear space at the end of the container of not less than thirty feet to enable the lorry necessary access to effect the collection and removal.
10. The customer further warrants as a term of this contract that he or a responsible officer in his firm or company organisation has read or had explained to him/her and fully understands all the conditions subject to which the Highway Authority's permission has been granted and undertakes that he/she will secure that all the conditions so specified shall be complied with and in particular that the container is properly lit during the hours of darkness.
11. Unless specifically otherwise agreed customers shall themselves provide traffic cones by day and traffic cones night time safety lamps during the hours of darkness on the container as required by the Highways Act. 1971 if the same is placed on the public highway (including grass verges and footpaths or pavements) or anywhere else where damage to property or injury to third parties is foreseeable. They should also ensure the safe loading of materials into the container.
12. Customers warrant either:
 - a) that the waste material is of such a nature that the regulations issued by the Secretary of State under the Deposit of Poisonous Waste Act. 1972 (hereinafter called the Act) in force on the date of removal of each loaded container exempt the waste material being removed from the provisions of the Act or
 - b) that the required notice has been served under the provisions of section 3 (2) of the Act covering removal of each loaded container.
13. Customers requesting or ordering vehicles delivering or collecting to leave the road shall reimburse us in full in respect of any loss, costs, claims, damages or expenses we may thereby sustain whether it is a result of damage

to the vehicle, to the container or the property of the customer or third party including to the road margins and pavements.

14. Customers shall reimburse us in respect of any loss or damage to the containers whilst on hire to them from whatsoever cause the same may arise (fair wear and tear expected). Customers shall also fully indemnify us in respect of any claim for injuries to persons or property arising out of their use of the containers whilst on hire to them whosoever the same may be caused or arise, and particular customers undertake:
 - a) not to light fires in the container nor burn anything therein
 - b) not to place any corrosive acid or noxious substances or liquid cement or concrete in the container
 - c) not to place any refrigerators, freezers, LPG containers or asbestos in the container
 - d) not to place any toxic liquids such as paints, thinner and the like in the container
 - e) not to place any tyres of any kind in the container
 - f) to ensure that the container is not filled above the level of the sides thereof
 - g) to pay all extra expenses and costs including possibly a new container which may result from non-observance of the above. Overloaded skips will not be removed until the excess has been unloaded at the customers' responsibility.
 - h) Containers will only contain the waste as specified during the order process
15. One clear working day's notice is required to terminate the hiring of the container. Customers undertake to fill the skip within the period of the licence granted under the Highways Act and give us such notice of its readiness for collection.
16. Included in the standard price of this contract is a ten-minute period for the deposit of or loading and removal of a container. Any further delay ensuing from whatsoever cause will result in demurrage being charged at the day work rate of the vehicle kept waiting.
17. Skips may be collected without prior notification if deemed to be full or have been at the delivery address for an excessive period of time.
18. Customers should ensure the safe loading of materials into containers (Ownership of the contents of any container shall pass to us upon collection unless otherwise agreed in writing)
19. In the event of the Highway Authority or the Police exercising their powers to, or to cause to, light, move or remove the container during the period of hire the customer acknowledges that he is responsible for all costs hereby incurred.

WASTE DESCRIPTION AND SAMPLING

1. The Customer shall allow the authorised representative of the company free and immediate access to the Customer's premises on request to inspect and take away samples of the Waste provided that any such action by the Company shall in no way affect or lessen the Customer's undertakings upon which the company relies absolutely.
2. The service requirements have been determined on the basis of the description in the Quotation and/or an analysis supplied by the Customer and/or samples provided by the Customer. Any difference between the stated and the actual chemical or physical composition of the Waste shall entitle the Company to the following rights exercisable at its discretion. To refuse to collect or accept the Waste. To require the Customer at its own expense to remove the Waste. To pay all the company's charges and costs incurred in the Service and/or return of the Waste. To remove and dispose of the Waste as it sees fit according to the Duty of Care and the Customer shall indemnify the Company against all liability in all actions, claims, costs, damages, interest, accrued losses and all proceedings in connection therewith.

TITLE TO THE WASTE

Title to the Waste and general responsibility for the Service shall pass to the Company at such time that the Company's or Carrier's collection vehicle leaves the Customer's premises provided that there has been no breach of the Customer's undertakings.

DELAY AND SUSPENSION OF SERVICE

Whilst the Company will endeavour to meet the date and timing of the collection as may be stated in the Quotation it is agreed that the date of performance of the Service shall not be of the essence and the Company shall have no responsibility for any delay or non-collection of the Waste nor non-performance of the Service through circumstances beyond its reasonable control.

LIMITATION OF LIABILITY

1. The Customer shall provide the Company with every opportunity to make good any alleged deficiency of the Service. The company shall be liable for defects that have been notified in writing to the Company within 21 days of the actual Service. In the case when it was not reasonable to discover the defect at the time of the Service then the Company shall only be liable for those defects that were notified within 21 days of the date of reasonable discovery.
2. In particular and without prejudice to the generality of the above the Company shall not be liable for actions, claims, costs, damages, expenses, interest accrued, losses and proceedings incurred in connection herewith as the result of circumstances outside the reasonable control of the Company, any act or omission of or instructions given by the Customer its servants or agents of the Waste for the time being or any defect which the Company or Carrier could not have reasonably discovered or rectified.
3. Notwithstanding any of these provisions the Company's liability shall not exceed the sum of £500,000 in total in respect of all claims arising from any defect of Service.

CUSTOMER'S CONDITIONS

Acceptance of the Quotation implies the Customer's acceptance of these terms which cannot under any circumstances be or be deemed to be varied altered or overridden by the Customer's own terms or order unless specifically confirmed in writing by a Director of the Company for the time being.

TERMINATION

The Company may at any time terminate this Contract by written notice to the Customer if the Customer shall be in breach of any or all of its undertakings herein and/or be in default of any payments due to the Company or have a Receiver or Administrator appointed or pass a Resolution for winding up (other than that for reconstruction or amalgamation) or a Court Order be made to that effect or have a Receiving Order made against him or enter into any agreement with his creditors. The Company shall not be liable to the Customer in respect of any losses incurred by the Customer either directly, or at all, in connection with the termination of this Contract pursuant to the terms herein. These rights of determination shall be without prejudice to the rights of the parties and the company shall have the right on such termination to enter the Customer's premises and remove the Equipment.

ASSIGNABILITY AND SUBCONTRACTING

The Contract may not be assigned or sublet by either the Company or the Customer except that the Company may employ any contractor or agent to perform all or part of its duties hereunder subject to conforming to the Company's Duty of Care.

TERMS OF PAYMENT

Terms of payment are net cash including V.A.T. within 30 days of invoice. The Customer shall not be entitled to delay or withhold payment on account for any reason without the written consent of the Company. Interest at the rate of two per cent per annum above the base rate for the time being of National Westminster Bank plc shall be paid on overdue accounts.

APPLICABLE LAW

The Contract shall be subject to the Laws of England and Wales. No other terms, conditions, warranties or any other waiver of these Terms shall be of any effect unless in writing and signed by a duly authorised representative of the Company and the Customer.