

SMITH'S (GLOUCESTER) LIMITED

TERMS AND CONDITIONS

PART B ~ SERVICE TERMS AND CONDITIONS

WASTE MANAGEMENT

Except as otherwise defined herein and except where the context requires otherwise, words and expressions defined in the General Terms and Conditions set out in Part A above, shall have the same meanings when used in these terms and conditions.

WASTE MANAGEMENT

1. ADDITIONAL DEFINITIONS

Bin any skips, hook bins, compactors, general refuse bins, bags or other containers used for the transfer of Waste.

Depot any of the Supplier's waste transfer stations, incorporating the yards, sheds, processing areas and offices.

Recyclates ferrous and non-ferrous metals, cardboard, paper, newspapers and pamphlets, wood, plastic, glass and other such materials that are recycled from the Waste.

Site Rules the site rules displayed at the entrance to each Depot, on the Weighbridge and in the Depot offices.

Tare the unladen weight of a Vehicle.

Ticket the Controlled Waste Transfer Note produced by the Weighbridge.

Vehicle any vehicle (and attached trailer if applicable) used for the transportation of Waste or Recyclates.

Waste any material brought into the Depot by the Customer for disposal or loaded onto a Waste Transport vehicle.

Weighbridge refers to any of the Weighbridges at the Supplier's Depots.

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2. PAYMENT

- 2.1 Where the Customer does not have an authorised credit account with the Supplier, payment for the Services must be paid in advance.
- 2.2 For account Customers, an invoice for the Services will be raised and will be due in accordance with the agreed credit terms.
- 2.3 Should a Customer's credit account not be maintained in accordance with condition 6 of Part A of the General Terms and Conditions then the provision of the Services will be suspended.

3. SITE RULES

- 3.1 The Site Rules must be followed by all visitors to the Supplier's Depots. Failure to follow these rules will lead to offenders being asked to leave the Depot.

4. WEIGHBRIDGE

- 4.1 The Supplier will maintain a central database of Customer's Vehicles to include registration number, Tare and Bin type.
- 4.2 From time to time the Supplier will ask the Customer to weigh the Vehicle unladen to confirm the Tare.
- 4.3 Where Vehicles carry different Bins, various Tares will be recorded for each registration number.
- 4.4 A multipart Ticket will be produced with the top copy handed to the Vehicle driver. That Ticket will show the gross Vehicle weight, the Tare, the net weight of the Waste, the Waste type, the site reference, the Vehicle registration number, the Customer and the Weighbridge operator.
- 4.5 For account Customers, invoices will be raised periodically detailing all Services for that period. Copies of the Tickets will be attached to the invoices.

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- 4.6 The Customer will be charged for Restricted Materials (condition 5) and Cross-Contamination (condition 6) at the prevailing rates.
- 4.7 Weighbridge rates are per tonne or per load, as detailed in the Order.
- 4.8 Where the Waste description provided by the Customer is subsequently found to be incorrect, the Customer will be given the option of collecting the Waste or agreeing to the change of Waste description, if a change in Waste description is permitted.
- 4.9 The Weighbridges are checked and recalibrated every 6 months.
- 4.10 Title to the Waste passes to the Supplier upon issuing of the Ticket.

5. RESTRICTED MATERIALS

- 5.1 Restricted materials which will not be accepted by the Supplier without the Supplier's prior consent include:
- (a) Fridges and freezers;
 - (b) Tyres;
 - (c) Paint cans, solvents, mastic tubes;
 - (d) Televisions, monitors or other electrical equipment;
 - (e) Asbestos;
 - (f) Clinical and medical Waste;
 - (g) Florescent tubes;
 - (h) Aerosols or gas bottles;
 - (i) Tree roots;
 - (j) Telegraph poles or sleepers;
 - (k) Liquids, including oils;
 - (l) Batteries or acids;
 - (m) Hazardous or toxic materials.

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6. CROSS-CONTAMINATION

- 6.1 Where Waste is received pre-sorted and is subsequently found to be contaminated with other Waste materials, the Supplier will charge the Customer a clean-up charge at the prevailing hourly rate. If the contamination is a result of hazardous or non-permitted Waste, the Customer will be asked to remove that Waste immediately.

7. WASTE TRANSPORT

- 7.1 The Supplier warrants that at all time it will have in place an appropriate Goods Vehicle Operator's Licence and an Environmental Agency Waste Carriers Licence.
- 7.2 The Supplier's drivers shall be persons competent in, and licensed for, the operation of the Vehicles.
- 7.3 The Supplier is at all times responsible for ensuring that the Vehicle complies with all applicable regulations.
- 7.4 The Supplier is at all times responsible for ensuring that the Supplier's drivers are satisfying the Working Time regulations.
- 7.5 Unless otherwise agreed in writing, the Customer is responsible for the loading of the Vehicle and the Supplier is responsible for the unloading of the Vehicle.
- 7.6 Title to the Waste passes to the Supplier upon loading onto the Vehicle.
- 7.7 The Customer will be charged for Restricted Materials (condition 5) and Cross-Contamination (condition 6) at the prevailing rates.

8. SALE OF RECYCLATES

- 8.1 Where the Customer collects the Recyclates from the Depot, risk to the Recyclates passes to the Customer upon loading onto the Customer's Vehicle.
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- 8.2 Where the Supplier delivers the Recyclates to the Customer, risk to the Recyclates passes to the Customer on the unloading of those Recyclates.
- 8.3 Title to the Recyclates passes to the Customer upon payment of the Supplier's invoice for the Services.
- 8.4 All Recyclates are charged by weight unless otherwise agreed in writing.
- 8.5 Digital photographs are taken (and retained for not less than 3 months) by the Supplier of all Recyclates that leave the Depot. Electronic copies of such photographs will be provided to the Customer upon request.
- 8.6 Recyclates are sold as seen unless otherwise agreed in writing.

9. CIVIC AMENITY BONDED ASBESTOS BIN

- 9.1 This is a free service that is available at the Supplier's Morton Valence Depot. It is available to the general public only and is not for commercial use.
- 9.2 Bookings must be made directly with Gloucester County Council. If a booking has not been made you will not be allowed to use the service.
- 9.3 The asbestos must be double bagged and those bags sealed. If the asbestos is not correctly bagged then you will not be allowed to use the service.
- 9.4 Asbestos must not be broken on site.
- 9.5 Users of the service must report to the Weighbridge for instructions on where and how to dispose of the asbestos. Appropriate personal protective equipment (PPE), being dust masks and gloves, will be provided if requested.
- 9.6 You will be supervised at all times whilst using this service.

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10. OTHER SERVICES

- 10.1 Where the Weighbridge is used to weigh a Vehicle only, the weight given is in no way guaranteed or certified.

11. DUTY OF CARE

- 11.1 The Customer will provide all information required by the Supplier to conform to current Duty of Care legislation. This will include, but is not limited to, waste description, European Waste Code (EWC) and site licence details for all relevant sites.
- 11.2 Any change in the description of waste as specified in the Duty of Care statement must be immediately notified to the Supplier in writing in advance of any such change to enable an updated Duty of Care statement to be prepared.

12. SUPPLIER PRICE REVIEWS

- 12.1 Supplier price reviews will be conducted once a year, for implementation on the 1st of April.
- 12.2 The Supplier will write to the Customer at least 30 days prior to the 1st April each year detailing the revised pricing.
- 12.3 Interim reviews may be conducted when there are significant increases in costs imposed on the Supplier. The Supplier will give 30 days notice in writing to the Customer of any such increases.

13. RELEASE OF INFORMATION

- 13.1 Where requested to do so by an authorised statutory body the Supplier will release details of the Customer's Tickets to that statutory body. The Supplier may be instructed to keep the release of such information confidential and not to inform the Customer.

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14. INSURANCES

- 14.1 The Customer warrants that at all time it will have adequate and appropriate insurance in place to fully indemnify the Supplier for any acts of the Customer's employees, representatives or agents whilst at the Depot or, if applicable, loading a Waste Vehicle.
- 14.2 The Supplier may request evidence of this insurance at any time and refuse the Customer access to the Depot or to load a Waste Vehicle until such evidence is produced.
- 14.3 All incidents, no matter where fault lies, must be reported to the Weighbridge or the Depot offices before leaving the Depot.

15. DEPOT OPERATING HOURS

- 15.1 Depot operating hours vary by Depot. For current operating hours please refer to the Supplier's web site: www.smiths-gloucester.co.uk. The Depots cannot operate outside of these hours.

16. WASTE MANAGEMENT LICENCES

- 16.1 The Supplier warrants that it will at all time have in place appropriate Environmental Agency Waste Management Licences for each Depot.