

## *TERMS AND CONDITIONS OF HIRE/SERVICE FOR WASTE SERVICE CONTRACT*

### Parties

Supplier – Smith's (Gloucester) Limited '**Smiths**' of Alkerton Court, Eastington, Stonehouse, Glos GL10 3AQ. Company Registration Number (4004654)

Customer – Trade Waste Customer '**Customer**' – as stated in Customer Name on the 'Waste Service Contract and Controlled Waste Transfer Note'.

### Definitions

*Waste Service Contract and Controlled Waste Transfer Note* – document detailing specifics relating to the collection provided by 'Smiths' and fulfilling the role of Duty of Care Statement.

*Duty of Care Statement* – Has been prepared from information provided by the 'Customer'.

*Bin* – The wheelie bin or container provided to hold the waste – this will remain the property of 'Smiths' throughout the period of the contract.

*Day of Transfer* – this is the day of the week on which the collection will take place. Tradewaste collections operate Monday to Saturday and on Bank Holidays (excluding Christmas Day, Boxing Day and New Years Day) and it is the 'Customers' responsibility to inform 'Smiths' of any holiday closures and non required services.

*Type of Waste* – this description should comply with the Environmental Protection Act 1990 – any change in the Type of Waste specified in the Duty of Care Statement provided by the 'Customer' must be immediately notified to 'Smiths' in advance of any such change to enable an updated Duty of Care Statement to be provided by 'Smiths'.

*Temporary Suspension of Facilities* – no visit being made on the scheduled 'Day of Transfer' or the visit being made but the collection service not being carried out.

*Services to begin date* – the date on which the initial emptying of the 'Bin' will take place.

## 1.0 Duration of Contract

- i. This contract shall be for a minimum of 12 months from the 'services to begin' date specified on the 'Waste Service Contract and Controlled Waste Transfer Note' and shall continue thereafter for a further 12 months unless terminated by the 'Customer' by them giving 'Smiths' 90 days written notice.
- ii. In the event of either a breach by the 'Customer' of the Terms and Conditions of this contract (including, without limitation, any failure to notify a change in the Type of Waste) or the 'Customer' making any Voluntary Arrangement with its Creditors, being the subject of an Administration Order, becoming bankrupt or going into liquidation, 'Smiths' may terminate this agreement without notice.
- iii. 'Smiths' may terminate this contract at any time by giving the 'Customer' 30 days written notice.
- iv. 'Smiths' price reviews will be conducted once a year, for implementation on 1<sup>st</sup> April. 'Smiths' will write to the 'Customer' at least 30 days prior to the 1<sup>st</sup> April each year detailing the revised pricing.
- v. Interim price reviews may be conducted where there are significant increases in costs imposed on 'Smiths'. 'Smiths' will always give 30 days notice in writing to the 'Customer' of any such increases.
- vi. 'Smiths' reserves the right to amend the 'Day of Transfer' and will notify the 'Customer' accordingly.

## 1.1 Payment Terms

- i. Payment terms are strictly 30 days net or by Direct Debit – in most cases payment will be collected by Direct Debit. If payment is by Direct Debit the 'Customer' will be notified by a statement of account from 'Smiths' of the amount to be collected in advance of the payment being deducted. 'Smiths' reserves the right to request payment up front equal to an average of 3 months collection charges – such up front payment being renewed on a rolling basis.
- ii. All charges are subject to VAT at the prevailing rate.

## 1.2 Temporary Suspension of Collections

- i. Where a 'Temporary Suspension of Collection' is necessary for whatever reason, 'Smiths' will continue to charge for collections as if they had taken place. Any period of temporary suspension will be deemed to form part of the contract period and will not extend that contract period.
- ii. 'Smiths' may temporarily suspend collections where the 'Customer' fails to make payment on the due date until the payment arrears have been brought back into line.
- iii. 'Smiths' may temporarily suspend collections where the 'Customer' fails to leave the 'Bin' ready and fit for collection. Where a collection is not made, (excluding clause j) 'Smiths' will collect on the next available day.
- iv. The 'Customer' may not suspend collections without notice as determined in (a) above - either permanently or for an interim period.

## 1.3 Responsibility of the 'Customer'

- i. From the time of placing to the time of removal, the 'Bin' is in the control and custody of the 'Customer'. During this time the 'Customer' is responsible for loss or damage to the 'Bin' howsoever caused. Loss or damage must be reported without delay to 'Smiths' and is a chargeable cost. Failure to provide timely notification of such damage or loss may cause additional charges to be incurred.
- ii. The positioning of the 'Bin' is the responsibility of the 'Customer' and consideration should be given to safety and potential hazards to 'Customer' and 'Smiths' personnel and to the public from such positioning.
- iii. The 'Customer' must not overfill the 'Bin'. Failure to be able to close the lid on the 'Bin' renders it not ready and fit for collection. The 'Customer' must remove contents of the 'Bin' to enable the lid to close properly. 'Smiths' reserve the right to charge additional costs for any overweight 'Bin' and waste.
- iv. The Use of Bin Compactors or similar device is not permitted .
- v. The 'Customer' will not place hot materials or cause a fire to take place in the 'Bin'.
- vi. The 'Customer' must ensure that the correct 'Type of Waste' is placed in the 'Bin'. Should the 'Bin' be contaminated with any other

'Type of Waste' 'Smiths' reserve the right to make additional charges.

- vii. Liability to members of the general public, arising from the use of the 'Bin', is the responsibility of the 'Customer' and they should have adequate insurance in place. Domestic users should check that their householders policy is adequate to cover their own legal liability to the public.
- viii. Smiths will not be held responsible for any damage to private property. Should it be deemed that the damage was caused through driver neglect or actions of a Smiths employee during the service, Smiths will visit site to assess the cause of the damage, this is not admission of fault. Should damage have occurred through any other means Smiths shall be under no liability whatsoever.
- ix. The 'Customer' must ensure access to the 'Bin' is clear and that once on site 'Smiths' shall be able to service the 'Bin' in a reasonable amount of time, that being 10 minutes. Should there be any delay after this time the driver may leave site and charges will still apply.
- x. A transport charge will apply for swapping or re-siting of any 'Bin'.
- xi. The 'Customer' will indemnify 'Smiths' and its affiliates and their officers, employees and agents against all claims, demands or actions, howsoever arising in respect of a 'Bin' or its contents or damage caused to a bin (fair wear and tear excluded) throughout the period of the contract without prior agreement.
- xii. It is the responsibility of the 'Customer' to maintain the cleanliness of the 'Bin' under the Environmental Health Act 1990. 'Smiths' offer a clean bin exchange service for which charges will apply.

#### 1.4 Exclusivity of Service

- i. 'Smiths' shall exclusively provide to the 'Customer' the services specified on the 'Waste Service Contract and Controlled Waste Transfer Note'.