

BRISTOL WASTE COMPANY TERMS AND CONDITIONS

The terms are included in the contract whose details appear overleaf

1. TERMS AND CONDITIONS

Bristol Waste Company (the Company) have issued a Contract Agreement in relation to the waste services to be provided to the company or companies set out in the Contract Agreement ("the Customer"). The Contract Agreement incorporates these Terms & Conditions and sets out (amongst other things):

- (a) A specification of the services to be provided ("Service")
- (b) The price matrix being the agreed price for the Service
- (c) The sites at which the service is provided

Unless otherwise agreed in writing between the Customer and Bristol Waste Company these Terms & Conditions and the Contract Agreement re the whole of our agreement for the supply of the Services to the exclusion of all other terms and conditions, agreements, understandings or representations (including any terms and conditions which the Customer purports to supply under any purchase order, confirmation of order or other correspondence or documentation) and whether oral or in writing, and supersede any previous agreement. No variation to the agreement is valid unless it is in writing and signed by our authorised representatives.

The Company is responsible for providing the Services to the Customer but the Company may arrange to do so through agents or subcontractors, at our option.

The Customer must not assign the benefit of the agreement without the Company's prior written agreement which the Company shall not unreasonably withhold.

2. DEFINITIONS

In these conditions of sale the context otherwise dictates.

- (a) "container" shall mean any container compactor tank or other plant equipment or vehicle supplied by the company.
- (b) "Customer" shall mean the person, firm or corporation for whom any service is undertaken by the Company.
- (c) "Service" shall mean the supply of waste services of any kind whatsoever to the Customer.
- (d) "Legal liability" shall mean liability in negligence and in tort generally in contract and in any other head of liability law.

3. DURATION AND TERMINATION

The Contract shall commence on date of your acceptance of the Contract Agreement and shall continue for an initial period of 12 months ("Initial Term") at which point it will be renewed automatically for successive periods of 12 months (each 12 month period being a "Renewal Period").

Either party may terminate this agreement at any time after the end of the Initial Period. To terminate the Contract not less than 3 months' written notice is required, to expire at the end of the Initial Period or the end of any Renewal Period.

Either party may terminate this agreement immediately on written notice that the other is in material breach of an obligation and cannot put it right or does not put it right within 14 days of receiving such notice to do so. In addition, either party may terminate immediately on written notice if the other party is insolvent or unable to pay its debts as they arise or enters into liquidation, administration or receivership.

Upon termination, any claims which either party has against the other existing at such time shall remain in force.

Termination of Contract Agreement by customer should be made in writing 3 months prior to the anniversary date, or the customer will be liable for the duration of the contract.

On receipt of written termination and removal of containers, a £25.00 charge per bin will be levied on the customer. Should the customer be moving from the serviced premises and not require our services further, the payment for this charge will be required prior to collection.

Any termination given by the Customer must be given in writing to the following email address: commercial@bristolwastecompany.co.uk

4. CHARGES AND PAYMENT

- (a) Subject to the following provisions of this clause, the Customer shall pay the invoiced monthly payment within 30 days unless otherwise agreed by both parties in writing. Any invoice not paid within 30 days of the invoice date may result in the service being suspended.
- (b) Subject to 4(a), the Customer may be required to prepay the account if deemed required by the Company.
- (c) The price to be paid by the Customer for the removal of refuse shall be the Company's price, applicable to the size of the container and the number of collections ruling during the period covered by the invoice plus the amount of the applicable value added tax (if any).
- (d) The Company may amend the price subject to 14 days prior written notice and may pass on any increases experienced by the Company in Landfill Tax or as a result of any other legislative changes, gate fees and general operating costs.
- (e) Bristol Waste Company retain the right to charge for overweight bins.

5. LIABILITIES

- (a) Unless otherwise required by law, ordered by the court or is hereinafter provided, the Company shall only be liable for defects in the service which have been notified in writing within 14 days after the date of service (in the case of defects reasonably discoverable at the Date of the service) or within 14 days after the date of discovery by the Customer of the defect (in any other case) subject to the provisions of sub clauses (c), (d), (f) and (g).
- (b) Except as aforesaid the Company shall not be liable for any claim, loss or damage arising under any legal liability for any defect or delay in or failure of the service whether due to any act, neglect, default of the Company, subcontractors or its agents or otherwise, and all warranties and conditions expressed or implied are hereby excluded.
- (c) 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 circumstances arising outside the control of the Company.
 - (ii) Any instructions given by or any act or omission of the Customer or the owner of the goods or the servants or agents of either.
 - (iii) Any inherent or latent defect which the Company could not have reasonably discovered or rectified.
 - (iv) Any material breach by the Customer of any of the Company's conditions of trading.
- (d) The Company's liability notwithstanding any other provisions hereof shall not exceed the sum of £1,000 in respect of any defect in or failure of the service.
- (e) The Customer shall give to the Company every opportunity to replace repair or rectify any alleged defect, delay or failure in the service.
- (f) The Company shall in no circumstances be liable for consequential loss or damage of any kind.
- (g) Nothing herein contained is intended to affect nor will it affect a consumer's statutory rights under the Sale of Good Act 1893 as amended by the Supply of Goods (implied terms) Act 1973 or the Unfair Contract Terms Act 1877.
- (h) The Company will not exclude or restrict our liability for:
 - (i) death or personal injury caused by our negligence
 - (ii) fraud
- (i) If the Company, its employees or agents negligently damage the Customers property, the total liability to the Customer in respect of an event or series of connected events is limited to £100,000.
- (j) In respect of any other claims, the Company's liability is limited to the maximum extent permitted by law and to any direct loss or damage up to the amount of the price paid for the Service giving rise to the claim.

6. EQUIPMENT

The Company shall provide bins, skips and other equipment ("Equipment") as set out in the Contract Agreement

Unless the Customer notifies the Company promptly following delivery of the Equipment, the Equipment shall be deemed to be in good working condition.

The Equipment shall remain the Company's property (or that of the Company's subcontractor) at all times and the Customer shall have no right over the equipment other than to use it in accordance with these Terms & Conditions.

Risk of any loss or damage to the Equipment shall pass to the Customer on delivery of the Equipment to the Sites until such time as the Equipment is removed by the Company or in accordance with our instructions.

The Customer shall indemnify the Company in full in respect of any losses damages, claims or costs the Company incurs arising from damage or loss to the Equipment whilst on the Sites, including any costs arising from theft or arson to any legal or professional fees. The Customer shall insure the Equipment to its full replacement value with reputable insurers and provide evidence of that insurance on the Company's reasonable request.

Bin Type	Replacement Value
1,100 litre	£350
660 litre	£330
360 litre	£200
240 litre	£100
140 litre	£100

If the Equipment requires replacing, this will be discussed and agreed between the parties but the above matrix shall act as a guide.

There is a minimum sack order of 5 rolls per material type, and 4 rolls of card tape. Only BWC sacks will be collected and cardboard must be fully secured with BWC tape.

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Continued

The Customer agrees to observe and perform the following:

- (a) All containers are to be loaded safely and evenly.
- (b) Any materials of large size or heavy weight shall only be removed by the Company by prior agreement.
- (c) No rubbish shall be burned in any container or any fire started or permitted therein by the Customer or any other person.
- (d) No material shall be placed in any container where it was not designed to carry or which would cause the container or the vehicle carrying it to be overloaded and in any case not above the level of the sides of the container.
- (e) No container shall be removed from the position to which it was delivered without the Company's prior written consent.
- (f) No sign lettering insignia advertising or other device of customer shall be placed or fixed on any container.
- (g) The Customer shall be liable for any damage to the Company's plant vehicle and/or property caused by the failure to comply with this obligation.

7. SERVICES

- (a) The Customer shall ensure the Equipment is presented for collection on the agreed date and time of collection. Failure to do so may result in the Customer being financially liable.
- (b) The Customer shall ensure access to the Equipment is available at the agreed date and time of collection. Failure to do so may result in the Customer being financially liable.
- (c) The Customer shall inform the Company in writing of any revisions to the current terms of service with one month's prior notice. Failure to do so may result in the Customer being financially liable for any charges associated to the change of service.
- (d) The Customer shall at all reasonable times allow the Company access to the container to inspect, test, adjust and repair or replace the same or the contents thereof so far as possible at time convenient to the Customer.
- (e) The Customer shall ensure that the Company has full and unrestricted access to the Sites to enable us to perform the Services. The Customer will accede to any reasonable requests the Company may make whilst or contemplation of providing the Services. In return, the Company undertake to comply with all reasonable site rules which the Customer indicates in writing from time to time.

8. LEGAL COMPLIANCE & DUTY OF CARE

The Customer undertakes to properly describe the waste to be removed and to warrant that for the duration of the service it will correspond in all material respects with the waste description in the Contract Agreement. As part of the duty of care, the Customer shall exercise all reasonable care to prevent objectionable materials from becoming mixed with the material which may render it unsuitable for recycling. In the event the material becomes contaminated, any additional costs the Company incurs for the segregation and/or disposal of this material will be passed back to the customer.

The Customer agrees that in relation to the material the Customer produces at the sites to comply with all applicable law customer and industry practice relating to the Services, the environment and the management of waste, including but not limited to, the requirement for any environmental permits and exemptions at the Sites; the duty of care under Section 34 of the Environmental Protection Act 1990 (and associated statutory guidance); recognition and compliance with the waste hierarchy (as specified in Regulation 12 of the Waste (England and Wales) Regulations 2011); and any obligations under the Hazardous Waste Regulations 2005.

The Customer shall ensure that transfers of waste under a completed written description in the form of a waste transfer note (in the form of either an individual transfer note or an annual season ticket), a hazardous waste consignment note or some other written documents which complies with the applicable law for such transfer.

The Customer shall operate and maintain a Site which is subject to the Services in a safe and well maintained condition and ensure that all applicable law and industry practice in relation to the health and safety of any person is complied with and adhered to in full.

Please visit www.bristolwastecompany.co.uk/commercial for details of waste carriers licences and waste destinations.

9. OWNERSHIP

The Customer warrants that they have full ownership of any waste or material provided to the Company under this agreement and that no other person will have any rights or claim to it.

Ownership of such waste or material shall pass to the Company upon collection except where any waste or material is, or is later found to be, contaminated or mixed with objectionable materials, in which case ownership, liability and responsibility for all associated costs remains with the Customer. If relevant and as between the Customer and the Company it is agreed that recovery or recycling certificates relevant to any waste and/or material which is subject to this agreement shall at all times be retained by the Company.

10. GENERAL

- (a) No benefits are to be conferred on any third party by this agreement.
- (b) If any part of this agreement is invalid or enforceable that does not affect the remainder. Invalidity or unenforceability in one jurisdiction does not affect validity or enforceability in another.
- (c) Where the Customer leaves any property with the Company, they do so at their own risk. The Customer should obtain a receipt for it.
- (d) No waiver by the Company of any breach of the contract by the Customer shall be considered as a waiver or any subsequent breach of the same or any other provision.
- (e) Each party retains ownership of all intellectual property created by it under this agreement.
- (f) Unless the Customer objects in writing, the Company may retain the Customer's data in a digital directory. Customer data will not be available to any third parties for marketing or communication purposes unless agreed otherwise by the Customer.
- (g) BWC will process personal data fairly and lawfully and in full compliance with The General Data Protection Regulation (GDPR). BWC customers may be contacted in relation to service updates and/or any other relevant company information and notices.
- (h) This agreement and its subject matter are confidential and must not be disclosed to any person without the Company's permission. Any reference in the agreement to communications being written or a requirement for notice 'in writing' includes electronic forms of communication such as email. If the Company communicates with the Customer electronically, it will be effective from when it leaves the company's mailbox. Any electronic communication from the Customer will be effective when it arrives into the Company's mailbox.
- (i) Provisions relating to warranties, indemnities, limitation of liability, intellectual property, ownership, duty of care and compliance with law, confidentiality, payment and obligations on termination survive termination or expiration of the agreement.
- (j) English law governs this agreement. Both the Customer and the Company accept the jurisdiction of the English courts. Both may also bring proceedings against each other in other jurisdictions. Any reference to a statute, statutory provisions or subordinate legislation in this agreement shall be constructed as referring to any of the same which is amended, modified, re-enacted, consolidated, superseded or replaces from time to time.