

## TERMS & CONDITIONS for the supply of Waste and Environmental services

### 1. GENERAL

- 1.1. These conditions apply to all Agreements for the supply of Services and Equipment by Grist Environmental Ltd ("GEL" or the "Company") and supersede any previous terms and conditions issued by GEL. No changes to these terms and conditions shall be binding on GEL unless agreed in writing
- 1.2. The Services include but not limited to both the collection of Waste from the Customer and, when delivered to GEL's premises, the receipt of Waste from the Customer
- 1.3. These terms and conditions prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, cash sale invoice/transfer note, or implied by law, trade custom, practice or course of dealing
- 1.4. GEL may require a credit application from the Customer and in processing the credit application the Customer consents that GEL may make enquiries of credit reference agencies or other sources, who may keep a record of the enquiry and that GEL may use any information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing.
- 1.5. The Customer shall co-operate with the Company in all matters relating to the Services and Equipment
- 1.6. Reference to written or writing includes letter, email but not fax

### 2. DURATION

- 2.1. The Agreement shall commence at the agreed date for supply of the Services or Equipment and shall be in force following the acceptance of a quotation or the placing of an order for a Service and shall continue until terminated in accordance with the terms of this agreement "The Term"
- 2.2. Subject to clauses 4 and 10 of these terms and conditions should the Customer require their account to be closed, GEL require a 30-day advance notice which must be in writing. Failure for this to be received will result in any services carried out still being charged
- 2.3. Subject to clauses 4 and 10 of these terms and conditions should the Customer require any Service to be temporarily suspended in part or whole, GEL require at least 2 days advanced notice which must be in writing. Failure for this to be received will result in any services carried out still being charged

### 3. PRICING

- 3.1. Unless otherwise agreed in writing by the Company, the prices for the Services shall be those in the Company's price list published on the date of the commencement of the Term.
- 3.2. The Company may charge rental charges on a weekly basis if the containers are not returned or exchanged within the agreed period. For non-account customers the maximum rent free period is one week
- 3.3. The Company may increase the prices in its price list at any time to proportionately pass on costs to the Customer taking into account variations in costs including, but not limited to, fuel, labour, taxes, duties, government-imposed charges, cost of compliance with Relevant Legislation, inflation, commodity values and waste disposal costs

### 4. PAYMENTS AND LATE PAYMENTS

- 4.1. Your invoice should be fully paid to GEL within strictly 30 days of the invoice date unless agreed otherwise by an officer of GEL. Your service may be interrupted until the full payment (including any charges and/or interest) is received.
- 4.2. All payments due from the Customer under this Agreement shall be free from any set-off or counter claim whatsoever and the time of payment shall be of the essence of this agreement.
- 4.3. Customers spending less than £1,000 a month are required to be on Direct Debit unless agreed otherwise in writing.
- 4.4. Late payment, for whatever reason, shall entitle the Company to charge interest on the full outstanding amount from the due date for payment at the annual rate of up to 8% above the base lending rate from time to time of HSBC Bank Plc accruing on a daily basis until payment is made.
- 4.5. The Customer acknowledges that late payments will be subject to an additional admin charge of £35.
- 4.6. If an account is placed on stop then rental charges for all containers will always be applicable even if the containers have not been emptied.
- 4.7. GEL reserve the right to suspend services and levy late payment charges where necessary
- 4.8. The Customer agrees that the Company's records are proof of the Service provided

### 5. RESPONSIBILITY AND LIABILITIES FOR EQUIPMENT

- 5.1. The Equipment supplied shall remain the sole property of GEL however care, custody, control and risk of any loss or damage to the Equipment and contents shall pass to and remain with the Customer during the provision of the Service at the Customer's location
- 5.2. The Customer must at all times keep the Equipment in its possession and control.
- 5.3. The Customer must insure the value of the Equipment in its possession and in the event of loss, damage or destruction, pay to the Company the replacement or repair costs thereof.
- 5.4. During the agreement the Customer shall maintain and service the Equipment and keep it in good order and condition at all times and make good to GEL all loss of or damage to the Equipment (fair wear and tear excepted) except where the loss or damage is due to negligence of GEL
- 5.5. The Customer shall inform the Company immediately (by telephone and then confirmed in writing) if any of the Equipment is lost, damaged or defaced in any way. The Customer shall keep all Equipment safely secured or sealed at its cost and expense prior to collection.
- 5.6. The cost of a replacement Equipment after damage has rendered the Equipment unusable, will be charged to the customer at the list price.
- 5.7. The Customer shall not overload (by weight or volume) move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Equipment must not be loaded above its volume capacity.
- 5.8. The Customer shall ensure that any items of Equipment placed in a street, highway, or public thoroughfare is adequately lit and coned at all necessary times.
- 5.9. The Customer shall not set fire to the contents of the Equipment
- 5.10. The Customer shall have no right of lien over the Equipment and shall take all necessary action to protect the Company's ownership of the Equipment.
- 5.11. The Customer shall not, unless with the Company written consent, place or fix on the Equipment any name sign, marking, advertising, or other device and shall not remove, cover or deface any name, sign, marking, advertising, or other device placed by the Company.
- 5.12. The Customer shall indemnify and hold harmless the Company against all claims, damages, suits, penalties, fines, losses and liabilities for injury or death to persons or loss or damage to property (including but not limited to, fire damaged Equipment and damage to third party property arising out of the Customer's use, location, operation, or possession of the Equipment in so far that it is not caused by the negligent act or omission of the Company, its employees or agents.

**6. RESPONSIBILITY AND LIABILITIES FOR DELIVERY ACCESS, LOCATION, COLLECTION AND RETURN**

- 6.1. The Customer shall provide unobstructed and safe access to the Equipment at the Collection Site on any scheduled, or other collection day. If the Equipment is inaccessible so that any scheduled service or pick up cannot be completed the Company will notify the Customer to provide access within a limited period, otherwise the Company may charge the Customer any additional collection charge costs incurred due to the Customer's failure to provide such access.
- 6.2. The Customer accepts responsibility for providing suitable access to the Collection Site for delivery and collection of the Equipment. The driver of the Vehicle may in his absolute discretion refuse delivery if he believes that access to or turning facilities at the Collection Site are unsafe or likely to cause damage to the Vehicle or if there is any reason to believe that the proposed area for siting the Equipment is unsuitable. In this case a wasted journey cost will be charged.
- 6.3. If the Customer requests that the Equipment be placed in a position which requires the Vehicle to leave the public highway the Customer shall indemnify and hold GEL harmless against any loss costs claims damages or expenses which GEL may thereby incur whether as a result of damage to the Vehicle, the Equipment, the pavements, curbing, verges, other surfaces or property of the Customer or a third party.
- 6.4. An Equipment delivery/collection transport charge will be charged for all journeys made by the company to deliver or collect Equipment from the Collection Site if the hire period is less than 1 year. This charge is also applicable on Equipment being swapped or replaced due to up or down sizing services or damage caused by the Customer
- 6.5. It is assumed that there is a 24-hour 7-day access to Equipment and the Customer shall at all times allow GEL, its employees or agents access to the Equipment to empty or replace it and following termination to remove it from site. Please inform us in writing of any specific requirements or if this is not the case.
- 6.6. If the Collection Site has had a missed collection, for any reason, you are required to phone the GEL office within 48 hours to rearrange a collection. To not do so may result in no collection being rescheduled and you may still be charged in full.

**7. RESPONSIBILITY AND LIABILITIES FOR BIN CONTENTS, WASTE AND EXCLUDED WASTE**

- 7.1. The Customer undertakes to ensure that the Waste is lawfully and properly labelled and packaged to enable it to reach its final destination/disposal point without escape where the Waste is collected in containers other than the Equipment or Specialist Equipment (e.g. drums, bales, bags, and other containers)
- 7.2. The Customer agrees that GEL shall be entitled to make additional charges or refuse to remove or refuse to accept material and Waste that doesn't conform to the applicable Waste Description agreed prior to collection or receipt (the "Excluded Waste") including but not limited to:-
  - 7.2.1. Any material believed to be toxic, poisonous, explosive, inflammable or otherwise dangerous and/or;
  - 7.2.2. Asbestos, tyres, mattresses, televisions, electrical goods, computer monitors and equipment, batteries, fluorescent tubes, chemically treated wood, pesticides, solvents, other chemicals, hazardous waste containers or other special waste and/or;
  - 7.2.3. Any material that the handling of might cause GEL to incur civil or criminal liability and/or;
  - 7.2.4. Any material that the handling of might cause GEL additional expense
- 7.3. The Customer undertakes to take responsibility for all material and Waste placed in the Equipment, to not deposit Excluded Waste, to prevent the deposit of Excluded Waste by third parties and accept the consequences of not abiding by this Clause 7
- 7.4. GEL shall acquire title to Waste as described by the Waste Transfer Note when it is loaded into the Company's or agent's collection vehicles or received at the Company's premises provided that this clause shall not absolve the Customer from any liability in relation to the Waste
- 7.5. Notwithstanding clause 7.4 of this agreement title to, risk of and liability for any Excluded Waste shall remain with the Customer and the Customer shall indemnify and hold harmless the Company from and against any and all claims, losses, damages, penalties, fines, and liabilities resulting from or arising out of the deposit of Excluded Waste in a company or agents collection Vehicle or Equipment or any subsequent handling of such Excluded Waste by or on behalf of the Company
- 7.6. The Customer must not overfill the Equipment. The Company may refuse to collect overfilled Equipment.
- 7.7. The Customer acknowledges that GEL have bin lift weighing facilities on Refuse Collection vehicles / Trade Waste vehicles to prevent overloading of the Equipment and excess weight charges will be added to your invoice if the following maximum weights are exceeded:-
  - 7.7.1. 1100 Litre Wheelie Bin for Mixed Commercial Waste - 80kg and/or
  - 7.7.2. 660 Litre Wheelie Bin for Mixed Commercial Waste - 50kg and/or
  - 7.7.3. 240 Litre Wheelie Bin for Mixed Commercial Waste - 20kg
- 7.8. GEL will use all reasonable endeavors to process, recycle, recover and dispose of the Waste collected from the Customer in properly permitted or exempted facilities.

**8. INSURANCE**

- 8.1. The Customer shall at all times during the provision of the Services and the Equipment maintain insurance cover for all risks in respect of the Equipment for an amount not less than the replacement value of the Equipment and for third party liability and shall at the request of the Company provide a copy of the insurance policy as proof of cover
- 8.2. In the event that the Equipment is lost or damaged while in the custody of the Customer the Customer agrees to pay to the Company any shortfall in value between the insurance claim and the cost of repair or replacement of the Equipment

**9. DATA PROTECTION**

- 9.1. Each party shall at its own expense ensure that it complies with and assists the other party to comply with the requirements of all Relevant Legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) the Data Protection Legislation. This clause is in addition to and does not reduce, remove or replace a party's obligations arising from such requirements.
- 9.2. For the purposes of this clause 12, Data Protection Legislation means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

**10. TERMINATION**

- 10.1. If, during the Term, the Customer shall be more than 14 days late in payment required under this Agreement or shall be in breach of any other provision of this Agreement or the Customer becomes unable to pay its debts or otherwise becomes insolvent or if the Customer enters liquidation or any receiver, administrator, manager, or liquidator is appointed in respect of the Customer, without prejudice to any other rights or remedies which the parties may have the Company may treat this Agreement as repudiated by the Customer and either terminate this Agreement forthwith by written notice to the Customer, or at the Company discretion, allow the Customer a period of 14 days to remedy the breach before terminating this Agreement forthwith by written notice to the Customer. If the Customer fails to so remedy within the period allowed termination shall be without prejudice to other rights and remedies of the Company accrued at termination.

- 10.2. In the event the Company terminates this Agreement, the Customer shall forthwith pay to the Company all sums already due to or invoiced by the Company under this Agreement at termination
- 10.3. All costs and expenses incurred by the Company in locating, repossessing, or recovering the Equipment or collecting any payment due hereunder or otherwise in obtaining due performance of the Customer and obligations hereunder (including without limitation any legal costs).
- 11. AMENDMENT**
- 11.1. GEL reserves the right to amend these terms and conditions as it considers necessary to comply with statutory requirements from time to time or any changes in Relevant Legislation. GEL will inform the Customer of these changes as soon as practicable
- 11.2. Notwithstanding any other Condition of this Contract, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by an officer of the Supplier
- 12. LIMIT OF LIABILITY**
- 12.1. The Company shall not be liable to the Customer for any direct, indirect or consequential loss including, without limitation, loss of business, economic loss, loss of profit, depletion of goodwill, personal injury (so far as not caused by the Company's negligence) or for any damage or expense of any nature whatsoever, incurred or suffered by the Customer (whether arising in contract, negligence, tort or otherwise) arising out of or in connection with the provision of any Services by the Company, its employees or agents.
- 12.2. Nothing in the Agreement limits or excludes the liability of the Company for the death or personal injury resulting from negligence; for fraud or fraudulent misrepresentation; or under Part 1 of the Consumer Protection Act 1987.
- 12.3. The Customer expressly acknowledges being subject to provisions of the Environment Protection Act 1990 and Duty of Care and the Customer shall indemnify and hold harmless the Company from and against any and all claims, losses, damages, penalties, fees, fines, and liabilities resulting from or arising out of Customer's non-compliance with said Duty of Care.
- 13. FORCE MAJEURE**
- 13.1. GEL shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by reason of acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Supplier's or its sub-contractors.
- 13.2. If the Supplier's exit route is blocked by any of the circumstances set out in condition 13.1 and no reasonable alternative exit routes are available the Supplier is entitled to:
- (a) return the Waste to the Customer and upon doing so, reimburse the Customer for any amounts already paid for the provision of the Services; and
  - (b) receive full reimbursement from the Customer of the costs incurred by the Supplier in order to return the Waste to the Customer, being payable on demand.
- 14. MISCELLANEOUS**
- 14.1. The rights and obligations of the Customer under this agreement shall be personal and shall not be assignable without consent from GEL
- 14.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement
- 14.3. This agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter
- 14.4. Provisions provided for under this Agreement are in addition to standard terms and conditions of skip hire and conditions as detailed in all delivery notes and/or waste Transfer Notes provided by GEL
- 14.5. Any reference in this Agreement to an Act of Parliament, a statute or statutory provision includes that Act, statute or statutory provision as re-enacted, modified or replaced from time-to-time.
- 14.6. No time indulgence or relaxation granted to the Customer by GEL in respect of any clauses in these terms and conditions shall in any way diminish, restrict or prejudice the rights or powers of GEL under these terms and conditions or be a waiver of any breach by the Customer of these terms and conditions
- 14.7. If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force and if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

## DEFINITIONS

In these terms and conditions the following words and phrases shall have the following meanings

<b>"Agreement"</b>	means the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions
<b>"Collection Site"</b>	means the site or location at which the Customer requests the Equipment to be located and/or the waste to be collected from
<b>"Customer"</b>	means the person, firm or company who places order for and/or purchases Goods and/or Services from the Supplier
<b>"Equipment"</b>	means each and every item of equipment provided to the Customer in order to supply the Services including compactors, containers, skips, bins, wheelie bins, cages and other containers or equipment
<b>"Relevant Legislation"</b>	means all legislation, Regulations, Directives, Codes of Practice, Guidance Notes, currently in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it, applicable to both the Supplier, Customer and the Waste for the provision of the Services
<b>"Services"</b>	means the provision of Equipment, Labour, collection of Waste, transport of Waste, disposal of Waste or any part thereof as agreed between GEL and the Customer under this Agreement
<b>"Transfer Note"</b>	means the current controlled waste descriptions and transfer note completed by the Customer and GEL pursuant to the provisions of the Environmental Protection Act 1990 and regulations made there under which relates to the Waste covered by this agreement
<b>"Vehicle"</b>	means each and every vehicle owned or operated by GEL, its agents or sub-contractors which visits any Collection Site to deliver, empty, replace or remove Equipment and/or Waste
<b>"Waste"</b>	means the materials that the Customer contracts with GEL to perform the Services on
<b>"Waste Description"</b>	means the Waste described on the Transfer Note or in a quotation to the Customer