

BACO-COMPAK (NORFOLK) LIMITED STANDARD TERMS AND CONDITIONS

1. These are the terms on which we agree to provide the services specified overleaf and all parts thereof ("The Services"). Until further notice they are also the terms on which we provide services generally. No variation to these terms, nor any terms supplied by you, shall be of any effect unless expressly agreed by us in writing, signed on our behalf.
2. The following expressions shall have the meanings given to them below:

"Contract Price" shall mean the price exclusive of VAT charged by Us for the collection of the waste. Vat and any other taxes and levies shall be charged in addition.

"Disposal Site" shall mean the site where the category of Waste collected from you can be discharged by Us.

"Services" Means the collection and disposal of the Waste from the Site.

"Site" shall mean the property, land or premises from where We are required to collect the waste.

"Waste" Shall mean the non-hazardous dry and/or non-hazardous liquid and sludge waste to be collected from site.

"We/Us/Our" Baco-Compak (Norfolk) Limited.

"You/Your" means the customer from whom We have been requested to collect the Waste.

3. By placing Your order You warrant to us that:

- 3.1 the waste to be collected is Waste specified by You and is at the Site, and that no hazardous material, toxic, noxious polluting substances will be deposited in the container/skip;
 - 3.2 the Site is easily and safely accessible from public and/or private roads by tanker, skip carry vehicle or any other vehicle ("the Vehicle(s)") or any person and the Waste can be accessed through the use of reasonable care and skill;
 - 3.3 with respect to each container/skip ordered to be placed other than on private property, that the permission of the Highways Authority has been duly obtained under the relevant provisions of the Highways Act 1971 (as well as any other relevant legislation) and the said permission will be kept in force by extension or renewal as necessary until the container/skip is removed or until the expiry of two working days after notice is given to remove the container/skip;
 - 3.4 You will ensure that the container/skip is PROPERLY ILLUMINATED THROUGHOUT THE HOURS OF DARKNESS; and
 - 3.5 You will ensure that at the time of collection is requested access is provided to US with there being a clear space at one end of the container of not less than thirty feet to enable Our Vehicle to effect the collection and removal of the container/skip;
 - 3.6 In the case of cesspools/septic tanks, that the cesspool has been emptied in the past 2 years and that it contains no more than 4,000 gallons of sewerage; and
 - 3.7 That You or someone authorised on your behalf will be at the site on the day of collection of the container/skip and at the time specified overleaf authorised to give instructions to our driver and to sign the collection note in accordance with clause 16; and
 - 3.8 That You are entitled to grant Us and Our drivers permission to enter the site and own the Waste to be collected.
 - 3.9 That when You request us to order any Vehicle or You order Us to deliver or collect Our container/skip from a site which necessitates our Vehicle leaving the public or private road You shall re-imburse us in full in respect of any loss, costs, claims, damage to the Vehicle or the container/skip or damage to the property of the customer or third party including any damage to the road margins and pavement.
4. If any warranties are breached We may, at Our option, decline to collect the Waste and cancel the contract in which event we shall be released from all further liability and You shall on request pay to us an amount equal to 50% of the contract price.
 5. You shall indemnify Us in full against any liability, loss, damaged, costs and expenses awarded against Us or incurred by us or paid by Us, Our employees, agents or sub-contractors as a result of or in connection with any breach of any of the warranties given by You at clause 3 above.

6. You shall re-imburse Us in respect of any loss or damage whatsoever to the container/skip whilst on hire to You (fair wear and tear excepted) and shall fully indemnify us in respect of any claim for injuries to persons or property arising out of the use of the container/skip while on hire to You however cause, and in particular, You undertake NOT TO LIGHT FIRES in the container/skip or burn anything therein and to ensure that the container/skip is NOT FILLED ABOVE THE LEVEL OF THE HEIGHT OF THE SIDE OF THE CONTAINER/SKIP. In addition, You agree to pay Us all costs and expenses incurred in the event of non-observance of this clause which costs and expenses could include the costs of a new container/skip; and;
- 6.1 We put You on a notice that our drivers, and Vehicles are committed to a tight schedule and if through a breach by You on any of the above terms, conditions or warranties our Vehicles or drivers are delayed on the Site we may suffer a significant loss which loss shall be recoverable from you.
- 7.1 Notwithstanding the above, We operate Our own health and safety code and therefore reserve the right to refuse to complete the Services if in our reasonable opinion conditions on the Site are such that the reasonable health and safety of Our employees, agents, sub-contractors or property cannot be guaranteed.
8. By placing Your order with Us, You grant Us permission to enter on the Site to collect the Waste.
9. Subject to clause 3 above, We will collect the Waste from the Site and provide all other Services using all reasonable care and skill.
10. Any claims for alleged damage to any part of or item on the Site must be notified while the Vehicle and driver are on the Site. We reserve the right to accept no liability for any such claim not submitted in accordance with this provision.
11. All warranties, conditions or other terms implied by statute law or the circumstances of the transaction are excluded to the fullest extent permitted by law.
12. Except in respect of death or personal injury caused by Our negligence or the negligence of Our employees, agents or sub-contractors We shall not be liable to You by reason of any representation or implied warranty, condition or other term, any duty at common law or under the express terms of the contract for any consequential loss or damage, (whether for loss or profit of otherwise), cost expenses or other claims for consequential compensation whatsoever (whether caused by Our negligence, the negligence of Our employees, agents or subcontractors or otherwise) which arises out of or in connection with this contract.
13. We shall not be liable for any failure to comply with the whole or any part of the contract where such failure to perform is due to circumstances beyond Our reasonable control (including any kind of labour dispute). We shall notify You of the existence of any such circumstances as soon as reasonably practicable after We have become aware that performance of the contract is beyond Our control.
14. Where any date, time or period had been agreed for collection, such date, time or period is an indication only and time shall not be of the essence. You must make Your arrangements accordingly and We are not liable for any loss or damage arising from failure to meet such indication.
15. If you are dealing as a consumer (as defined in the Consumer Transaction (Restrictions on Statements) Order 1978 your statutory rights are unaffected by these terms and conditions.

Advice Notes

16. On collection You or a person authorised on Your behalf will be required to sign an advise note agreeing that
 - (i) The Waste has been collected;
 - (ii) That no alleged damage has been caused to the Site or any other property during the provision of the Services; and
 - (iii) The waste is that specified by You
17. Unless otherwise agreed the Contract Price is due in full on collection and You shall not be entitled to withhold payment or make any deductions from the Contract Price in respect of any set-off or counterclaim. If credit terms are established these must be recorded in writing and the Contract Price must be paid in accordance with those terms. If payment in full is not made on the due date We may, in addition to all other remedies We have, charge you interest at a rate equivalent to 2% per month both before and after judgement and suspend without any liability to You whatsoever the further performance of this or any other contract that We have with You. Notice of suspension will be given to You within 14 days of Your failure to settle the contract price on the due date.
18. Property in the waste never passes to Us. The waste shall be discharged by Us on Your behalf at the Disposal site or such other site (as We shall notify You) as it able to take waste of the category of waste collected from You.
19. Baco-Compak (Norfolk) Limited reserve the right to provide Services through a Sub-Contractor where applicable.
20. You hereby acknowledge that You have not been induced to enter into this agreement by any representation by or on behalf of Us.
21. These terms and conditions shall be subject to English law.