

TERMS AND CONDITIONS

General

1. No alteration or variation to these Terms and Conditions will be accepted and no other items or conditions whatever are or shall hereafter be included or implied unless they are reduced into writing and are signed by an officer of the Company and a representative of the Customer duly authorised in that behalf.
2. Neither the Company nor the Customer shall have any liability for any consequence or war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power, state of emergency, industrial disputes or force majeure or any eventuality beyond the parties' control.
3. In this Agreement "container" means any cage, tank, drum or receptacle of any kind.

Company's Obligations

4. The company shall use its best endeavours to carry out the service as detailed overleaf. The Company's operators are not authorised to accept any addition, alternation or variation to the service. Units of measurement on which the Company's prices are based or stated overleaf are nominal only and the Company will not accept any liability for or make any refund in respect of any short measurement.
5. The Company shall indemnify the Customer against any loss of or damage to the Customer's property or for which the Customer is responsible or any liability for death or personal injury resulting from the negligence of the Company, its servants or agents PROVIDED THAT the Company shall be under no liability whatsoever if in connection with a claim made by the Customer under this Clause, the Customer shall be in breach of any of its obligations where such breach is a material and contributing cause of the loss, damage or liability giving rise to the claim.
6. The company shall not incur any further obligations or liability in connection with the service.

Customer's Obligations

7. The Customer agrees to the service and shall pay to the Company:-
 - (i) The charges specified overleaf, or the charge in accordance with the current schedule of prices plus disposal charges, or where applicable the charges as agreed in the quotation or other formal agreement between the Company and the Customer.

- (ii) Value added tax and/or other payments imposed by or pursuant to statute.

- (iv) All charges on demand unless account facilities have been agreed with the Company prior to the commencement of the service. Where account facilities have been agreed payment will be within 30 days from date of invoice.

- (v) Without prejudice to any other rights of J&G Environmental Ltd, if the customer fails to pay the amount due by the due date, interest shall be added to such amount at the daily rate of 8% over the base rate quoted HSBC Bank Plc for the period from and including the date of receipt (whether before or after judgement). J&G Environmental Ltd reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall also reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

8. (a) The Customer shall not cause the Company to remove, store, carry or dispose of:-

- (i) Waste which contained substances to which the Special Waste Regulations 1996 apply unless the removal is accompanied by a consignment note as defined under the aforementioned Regulations.

- (ii) Explosive or dangerous materials or any articles or substances likely to cause injury or damage in the course of its removal, storage, carriage or disposal, unless this condition is specifically excluded by the prior written consent of the Company and signed by an officer of the Company.

If the company shall be in breach of this Clause the Customer shall indemnify the Company in respect of any loss or damage or any liability arising therefrom.

- (b) Containers supplied by the company shall only be used by the Customer for the disposal of waste material as specified by the Company. No other substance of whatsoever nature shall be deposited in the containers and the company shall not be responsible for and the customer shall indemnify and hold harmless the Company against any damages or loss suffered by the customer or any other person as a result of such misuse.

9. The Customer shall:-

- (a) Provide at all times a convenient and unobstructed means of access suitable for use by the Company's vehicles to carry out the service.

- (b) Obtain permission/s for the Company to enter onto property not belonging to the Customer to carry out the service requested by the Customer, and shall indemnify and hold harmless the Company in respect of any actions arising therefrom other than as provided for in Clause 4 hereof.
10. The customer shall provide to the Company within 48 hours of the service details of any complaint or damage caused. Should the Customer fail to notify the Company within the stated period the Company shall have no liability whatsoever.
11. Where the service has been based upon information and/or samples supplied by the Customer, the Company reserves the right to terminate or renegotiate the service and the Customer agrees to pay all costs incurred as a result of providing inaccurate information and/or samples.
12. Where defects are reported in drainage systems or other property for which the Customer is responsible the Customer undertakes to effect the remedial works necessary to enable the Company to carry out or complete the service and agrees that the company shall have no liability for the condition of or the repair to the defects, or any incident arising from the Company being prevented from carryout out the whole or part of the service as a consequence of the defects.

The Customer agrees to pay and the Company reserves the right to charge for:-

- (i) The quoted or agreed price for the full service in respect of an incomplete service resulting from reported defects

Plus

- (ii) The quoted or agreed price of such other additional charges as necessary to complete the service.

13. In respect of a container owned by the Company the customer agrees:-
- (a) Not to fill the container higher than level with its sides, and if the container is overloaded or loaded in an unsafe manner, to be responsible for making the container and its load safe for collection and transportation.
- (b) That no fires are to be lit in any container.
- (c) That a container is not to be moved by the Customer from the position of its deposit without prior consent of the company.

- (d) To indemnify and hold harmless the Company against all claims, demands or actions howsoever arising in respect of the container or its contents or arising from damage to the container after delivery to the Customer.

- (e) To reimburse the Company with any repair costs arising from damage caused to a container for whatever reason (fair wear and tear excepted) during the period commencing from the delivery of a container to the Customer and its removal from the premises of the customer by the Company.

- (f) To give the Company at least 24 hours notice that a container is ready for collection.

14. The Customer shall ensure that at all times at its own expense any container owned by the Customer complies and is sited in accordance with all statutory or other legal requirements and that the container is not misused and that where the container and its load are to be collected and transported by the Company they are safe to be transported.

15. Period of Contract

Unless the quotation provided by the Company specifies a shorter period, it is agreed by the Company and the Customer that the service will be provided for a period of 12 months from the date of commencement of the service and thereafter until determined by notice of three months in writing, to be served by either party.

16. Variation

The charges are based on existing costs of fuel, disposal rates, wages, materials and other expenses payable by the Company and the frequency of service stated overleaf. If such costs vary as a result of changes in legislation or economic factors outside the control of the Company of frequency varies, the Company reserves the right to vary the charge immediately in accordance with such change. In all other cases, the company may vary the charges by giving three calendar months notice in writing to the Customer expiring on any day after the end of the first twelve-month term of the Contract