

Highfield Environmental Limited
Standard Terms and Conditions for Disposal of Waste
These terms and conditions contain exclusion and limitation clauses

1. INTERPRETATION

"Checkers' Cabin" means the cabin, building or structure situated at or before the entrance to the Site.

"Contract" means these terms and conditions, and any other document (or part thereof), but not the Customer's standard terms and conditions.

"Customer" means the person, firm or company whose waste HEL has agreed to accept for Disposal at any Site.

"Disposal" means the deposit of waste into the tipping area at any Site and

"Dispose" and "Disposed" shall have a corresponding meaning

"HEL" means Highfield Environmental Limited.

"Law" includes any law, statute, proclamation, byelaw, directive, decision, regulation, code of conduct, rule of court or delegated or subordinate legislation or other instrument having the force of law and "Laws" shall have a corresponding meaning.

"Induction Programme" means the HEL procedure under which each and every person wishing to enter any Site must first:

(i) Watch the visitors' induction video for that Site if applicable; and

(ii) Complete a Site Induction Booklet.

"WAC" means Waste Acceptance Criteria, which came into effect on the 16th July 2005.

"Site" means all and/or any of the HEL sites including both Landfill Sites & Waste Transfer Stations

2. SITE PROCEDURE

2.1 Any person intending to enter any Site must report immediately to the Checkers' Cabin and:

(i) complete the Induction Programme;

(ii) sign a deposit of waste document; and/or

(iii) sign the visitors' book.

2.2 All Customers delivering waste to the Site must report to the Checkers' Cabin before proceeding to the tipping area.

2.3 The vehicle driver must sign a weighbridge ticket or other paperwork where appropriate before the particular waste may be considered authorised for Disposal.

2.4 HEL reserves the right to exclude any person, vehicle or company from any Site where it considers such action to be reasonably necessary.

2.5 Immediately upon Disposal of any Customer's waste at any Site such waste shall become the property of HEL and no other person shall have any right to sort over or disturb any material, or interfere with any plant or equipment provided at that Waste Site.

3. VEHICLES

3.1 All vehicles arriving at any Site must have secure and contained loads. If in HEL's opinion any vehicle does not comply with this obligation, HEL reserves the right to refuse to allow that vehicle to enter the Site and/or tipping area.

3.2 All vehicles, including any ancillary equipment, entering any Site must:

(i) Comply with any and all applicable Laws;

(ii) be in good working order;

(iii) be of adequate strength and of good construction from sound and suitable materials; and

(iv) suitable for the purpose for which they are to be used.

4. VISITORS AND DRIVERS

Any person (including, without limitation, Customers and drivers) visiting any Site shall:

(i) Comply with all Laws including, without limitation,:

(a) the Environmental Protection Act 1990 and any related regulations and guidance; and

(b) the Health and Safety at Work Act 1974 which requires any person using any Site to take reasonable care for the health and safety of themselves, and that of other persons who may be affected by their activities whilst on such Site.

(ii) comply with all Induction Programme instructions, directions and/or requirements;

(iii) observe any reasonable instruction given to him by any HEL agent, employees and/or subcontractor; and,

5. CUSTOMER DUTIES

5.1 The Customer hereby acknowledges that he has read and understood the appropriate HEL waste management licence for any Site at which he intends to Dispose of waste and hereby agrees to comply with all applicable licence/permit conditions at all times. Failure to do so shall entitle HEL to withdraw all Disposal facilities with immediate effect at its own discretion.

5.2 The Customer shall be responsible for the care of their property, equipment and vehicles (and those of their employees).

5.3 The Customer shall ensure that all waste delivered by or on behalf of him for the purpose of Disposal at any Site complies with the relevant "WAC" requirements for that waste and that it conforms with its Contract description. Any failure to comply with this Sub-clause -5.3 shall entitle HEL to:

(i) refuse that Customer access to any Site at its absolute discretion; and

(ii) upon request, require that Customer to remove all such non-conforming material at his own expense.

5.4 Sampling and testing shall be carried out at the Customers expense upon any reasonable request by HEL.

5.5 The Customer shall indemnify and hold HEL, its agents, employees and sub-contractors harmless from and against all or any claims (including the cost of \ defending such claims) and/or liability for loss, damage, or injury caused by him or the nature of the material for Disposal or Disposed of by him, or any acts or omissions of his employees, agents and/or sub-contractors which cause any such loss, damage or injury

6. PRICE

The price will be the HEL current rate on the date of Disposal. All Disposals are subject to VAT at the applicable rate in addition to landfill tax and any other duties or levies. Changes in taxes, duties or levies or rates thereof after the making of the Contract and assessable on HEL shall be paid by the Customer.

7. PAYMENT

7.1 Payment in net cash or other cleared payment is due 30 days from date of invoice unless otherwise agreed. Time for payment is of the essence.

7.2 All prices quoted are exclusive of VAT or other taxes or levies and in particular, any landfill taxes.

7.3 HEL may charge interest (before and after judgment) on overdue payments at 2% per annum over Barclays Bank base rate in force from time to time calculated on a daily basis.

7.4 The Customer shall have no right of set-off or other right of deduction against any payment due to HEL.

8. FORCE MAJEURE

Either party may, without liability, delay, reduce or cancel Disposals if it is hindered, delayed or prevented from delivering for disposal and/or providing Disposal by normal means, or accepting delivery through circumstances beyond its reasonable control including, but not limited to, employment disputes (including those involving its own employees), accidents, power shortages, breakdown of plant or machinery, shortages of materials from usual sources, severe weather conditions (including, without limitation, high winds, heavy snow, hard frost, severe rain affecting ground conditions), transport problems or shortages or governmental action or inaction. The affected party shall give notice to the other party immediately and where such circumstances result in the Customer disposing of waste elsewhere, it shall be at his own risk and cost.

9. TERMINATION

9.1 In the event of a material breach by the customer of any of his obligations under the Contract, HEL shall be entitled to terminate the Contract with immediate effect.

9.2 Except where the Customer commits a material breach of his obligations under the Contract and subject to clause 5 above, HEL may terminate the Contract by seven (7) days prior written notice, unless otherwise agreed in writing between the parties

10. EXCLUSION AND LIMITATION OF LIABILITY

10.1 THIS CLAUSE PROVIDES FOR THE ENTIRE LIABILITY OF HEL WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE), MISREPRESENTATION (UNLESS FRAUDULENT), STRICT LIABILITY OR OTHER LEGAL LIABILITY INCLUDING LIABILITY FOR THE ACTS OR DEFAULTS OF ITS EMPLOYEES, AGENTS, SUB-CONTRACTORS OR AFFILIATED COMPANIES.

10.2 NO LIABILITY WHATSOEVER OR HOWSOEVER ARISING IS ACCEPTED FOR ANY LOSS OF PROFITS, WASTED OVERHEADS, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS INCLUDING, BUT NOT LIMITED TO, GOODWILL, CONTRACTS, ANTICIPATED SAVINGS, ANY INCREASED COST OF WORKING OR THIRD PARTY CLAIMS EVEN IF HEL KNEW OF OR WAS INFORMED OF THE POSSIBILITY OF THE SAME.

10.3 LIABILITY FOR LOSS OR DAMAGE TO PHYSICAL PROPERTY OF CUSTOMER CAUSED BY NEGLIGENCE SHALL NOT EXCEED £250,000 IN RESPECT OF ANY ONE EVENT OR CONNECTED SERIES OF EVENTS.

10.4 EXCEPT AS STATED ABOVE, HEL ACCEPTS NO LIABILITY FOR LOSS OR DAMAGE TO ANY PROPERTY, EQUIPMENT OR VEHICLE AND THE ENTIRE LIABILITY OF HEL FOR UNREMEDIED ACTS OR DEFAULTS SHALL NOT EXCEED THE CONTRACT PRICE FOR THE DISPOSAL IN QUESTION OR £10,000 WHICHEVER IS THE GREATER.

10.5 ALL PERSONS USING THE SITES DO SO AT THEIR OWN RISK AND HEL ACCEPTS NO LIABILITY FOR ANY INJURY CAUSED TO PERSONS USING ANY SITE FOR WHATEVER PURPOSE, EXCEPT WHERE CAUSED BY HEL'S NEGLIGENCE.

10.6 NO PROVISION IN THE CONTRACT LIMITS OR EXCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY WHERE IT IS NOT LAWFUL TO DO SO.

11. GENERAL

11.1 The Contract sets out the entire agreement between the parties and the Customer has not relied on any representation or warranty except as expressly set out in the Contract. This provision shall not however affect any liability of HEL for fraudulent misrepresentation.

11.2 Indulgence or delay in enforcing any right shall not constitute any waiver of rights.

11.3 Customer may not assign the Contract without HEL's consent.

11.4 The Contract applies to all services supplied by HEL and no amendment, variation or waiver of this Contract or any provision of it shall be effective unless agreed in writing by the parties.

11.5 Any provision of this Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.

12. LAW

English law shall apply to the Contract and the English courts shall have exclusive jurisdiction.