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## The Killgerm Subsidised Waste Disposal Scheme



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The Killgerm Subsidised Waste Disposal Scheme is supported by the following companies:



## 1. Lower Tier Registration as Waste Carrier

Due to changes it is now a legal requirement to register as a lower tier waste carrier if you transport any type of waste as part of your business. The Killgerm Subsidised Waste Disposal Scheme is a service to help dispose of waste in compliance with the law. The collection, transport, recovery and disposal of waste should follow the concept of the 'waste hierarchy' as set out by law.

THE WASTE HIERARCHY
Prevention
Preparing for re-use
Recycling
Recover e.g. energy recovery
Disposal

Members of the Killgerm Subsidised Waste Disposal Scheme ("The Scheme") will be fulfilling their legal duty under waste legislation and the 'waste hierarchy' if they adhere to the terms and conditions of the scheme.

Killgerm Chemicals Ltd operates a licenced waste transfer station and is registered as an upper tier waste carrier(CBDU141760). The company holds the relevant environmental permit (EPR/CP3398ZE). The employees running the scheme are fully qualified and hold the relevant certificates of competence (Appendix 1) in order to manage the activities of the waste and in compliance with the law.

## 2. Reporting Consignee Receipts of Hazardous Waste

All hazardous waste producers must complete consignee returns every quarter (three months) to the Environment Agency reporting what hazardous waste has been received at their premises.

Hazardous waste producers must provide a return, reporting their activities for each quarter, within one month at the end of each quarter. It is a legal requirement that records are retained for three years.

- Quarter 1 : 1 January to 31 March – provide by 30 April
- Quarter 2 : 1 April to 30 June – provide by 31 July
- Quarter 3 : 1 July to 30 September – provide by 31 October
- Quarter 4 : 1 October to 31 December – provide by 31 January

## 3. Using Consignment Notes for Hazardous Waste Movement

Consignment notes will need to be generated for the movement of any hazardous waste including from premises where work is carried out back to your own premise (note this does not apply to domestic premises) and then again once consolidated loads are moved for disposal to a waste disposal site or waste transfer station. The Environment Agency has webpages [www.gov.uk/dispose-hazardous-waste/consignment-notes](http://www.gov.uk/dispose-hazardous-waste/consignment-notes) that will help in the completion of consignment notes. For members of The Scheme Killgerm will assist with the completion of consignment notes when waste is delivered to our waste transfer station. We will also give advice on consignment note completion. There is an example of a consignment note in Appendix 3.

As an alternative, The Scheme offers to members the on-line facility to complete an order form, for the delivery or collection of waste, and which will automatically generate a consignment note.





## 4. Complying with the Waste Hierarchy

In order to comply with the 'waste hierarchy' waste can be divided into different categories:

WASTE	HAZARDOUS?	WHAT TO DO WITH IT	COVERED BY THE SCHEME
Outer-packaging: e.g. boxes, cartons, filling from non-chemical products.	Non-Hazardous waste	Re-use or recycle	✗
Primary packaging: e.g. sachets, bait buckets and other containers from unclassified products	Hazardous waste	Dispose	✓
Primary packaging: e.g. sachets and other containers from classified products, contaminated outer-packaging, spent rodent bait and contaminated PPE	Hazardous waste	Dispose	✓
Fluorescent tubes from electronic fly killers	Hazardous waste	Recycle	✓
Empty aerosols	Hazardous waste	Dispose	✓
Excess, out-of-date, obsolete or unusable pesticides	Hazardous waste	Dispose	✓
Rodent or other animal carcass'	Non-Hazardous	Dispose	✗

Your waste must be separated and bagged up using 300 gauge, clear, polythene bags with plastic pull ties. **Thin gauge black polythene bags are not suitable and must not be used, otherwise waste may be returned at the members cost.** Do not mark bags as toxic or hazardous.

Before delivering waste it should be separated as follows:

- Empty aerosols
- Spent bait
- Contaminated packaging and used PPE
- Florescent tubes
- Out-of-date or obsolete pesticides

Spent bait and bait stations should be bagged separately from other container waste.

Florescent tubes from electronic fly killer machines should be counted, boxed or bagged and marked with the number contained in the bag.

Empty aerosols and empty Aluminium phosphide containers (under the brand names "Talunex<sup>®</sup>" and "Phostoxin<sup>®</sup>") need to be counted and placed in bags marked with the number it contains and also that they are vented in line with instructions given on the safety data sheet which can be found at [www.ramps-uk.org/wp-content/uploads/2014/02/TalunexFeb14.pdf](http://www.ramps-uk.org/wp-content/uploads/2014/02/TalunexFeb14.pdf).

Empty primary packaging which has contained Talunex<sup>®</sup> or Phostoxin<sup>®</sup> should be emptied completely, re-lidded and disposed of according to the safety data sheet and the RAMPS code which can be found at [www.ramps-uk.org/wp-content/uploads/2014/02/RAMPS-Code-of-Practice.pdf](http://www.ramps-uk.org/wp-content/uploads/2014/02/RAMPS-Code-of-Practice.pdf). Incompletely de-gassed containers may incur a charge to the customer if Killgerm has to carry out the work to render them safe.

Infested waste (insects, maggots, micro-organisms) or significantly odorous wastes are not acceptable under the conditions of our waste management site licence. Customers are asked to manage their storage, consolidation, collection systems to obviate wastes degenerating by these means.

The Scheme does not cover members' canteen, office or general wastes arising from depots, premises, offices or vehicles in which pest controller's work.

## 5. Using Killgerm's Subsidised Waste Disposal Scheme

The Scheme will run annually from 1st January until 31st December. The membership fee for all companies or individuals is £200 per annum and includes an individual waste allowance of 100kg per year. Once you have reached your waste allowance a supplemental charge for waste over 100kg will be charged at £2.50 per kg.

Members can dispose of waste under The Scheme which has directly arisen as a result of work undertaken solely by them, and specifically excludes all waste generated by any subcontractors or other 3rd parties.

If members are unable to deliver your waste to the Killgerm waste transfer station directly, Killgerm Chemicals can arrange for it to be collected. The cost of collection will be paid by the member and an individual quote upon request will be provided for each collection.

By signing up to The Scheme you will be subject to our terms and conditions, which are at the rear of this booklet and can also be viewed on-line at [www.killgerm.com/waste\\_disposal\\_scheme/](http://www.killgerm.com/waste_disposal_scheme/)

You can join The Scheme by following the instructions on-line <http://www.killgerm.com/wastescheme/contract.php> or contacting Killgerm on 01924 268463.

Once your application has been verified and the membership fee fully paid, you will be provided with your own personal log-in details and be a full member of The Scheme.

To arrange for waste to be collected or for an allocated delivery time there is an on-line order form to be completed. Members will be able to specify their desired delivery date on-line, and if the delivery date and time need to be altered, you will be contacted directly. Once the form has been completed it will generate a consignment note. You will be contacted shortly after with a quote for the cost of collection if applicable.

The law does not allow customers to send waste through unlicensed carriers. Killgerm will not accept any waste unless it is in accordance with the regulations. If you request for your waste to be collected, Killgerm will arrange for the services of a licensed carrier. For this we will provide you with a quote for the costs of this service. The cost of collection is not covered by The Scheme and therefore the charge will be levied to the customer.

Before delivering the waste it must be separated correctly, following the guidelines above, and using the correct 300 gauge, clear, polythene bags with plastic pull ties.

The waste will need to be delivered to Stephen Leahy at the Killgerm Works, 115 Wakefield Road, Ossett WF5 9AR.

Once you have delivered your waste a COSHH assessment will be carried out and the waste checked by a qualified person and weighed to ensure the approximations given on the order form are correct. If the approximations are incorrect they will be amended with the correct weight and charged for accordingly

It may be that more information is required when assessing the waste, if this is the case and more additional sorting or laboratory testing is required, due to inaccuracies or inadequate information on the order form, it may incur an extra charge.

Waste will be streamed accordingly and disposed of by Killgerm.





## 6. Additional Advice

### Environmental Permitting exemptions

Pest Controllers may need to apply for an exemption from the need to hold an environmental permit to store their customers' hazardous waste (e.g. fluorescent tubes) at the Pest Controller's premise. There is no charge but there is a need to fill in a form on the Environment Agency website. Conditions are laid down regarding storage. For storage of other waste such as empty aerosol containers and other hazard classified waste then an exemption – "Temporary storage of waste on the site where it is produced" - applies. There is no need, however, to apply to Environment Agency for this exemption. Seek advice from Environment Agency or Killgerm if you need further guidance.

### Waste exemptions

Regulations for waste exemptions were changed in April 2012. The regulations affect the types of waste operation that are exempt and the rules which control them. There are four categories of waste exemptions: - use, treatment, disposal and storage. It is likely that the "storage" exemptions may be of use to pest control companies. Waste exemptions cover the following activities; -

#### Storage of waste:

Storage exemptions not requiring registration are termed Non Waste Framework Directive exemptions. These operations can be undertaken without the need for a permit, but, unlike other exemptions, they do not have to be registered with an authority:

1. Temporary storage of waste at place of production
2. Temporary storage of waste at a place controlled by the producer
3. Temporary storage at a collection point.

Contact the Environment Agency or consult their website for further data.

## 7. Frequently Asked Questions and Answers

### Q. Is a duty of care note or consignment note needed for removal of spent bait, fluorescent tubes and other waste from the members, customer premises?

- A. Spent bait. The first consideration is: who owns the waste? It is not waste until the bait has been inspected by the pest controller. He owns the bait unless there is a special clause in the contract between the customer and the pest controller for example, such that the customer owns the bait stations and the bait in them. If the spent bait is owned by the pest controller, effectively generated during his business activity then there is no transfer of waste between the customer and the pest controller. But because spent bait attracts the EWC code 20 01 19 (pesticides – hazardous waste) then a consignment note must be used to describe the waste, and the persons involved, and the fact that it is being moved out of a premise. Also, the pest controller is carrying his own waste (spent bait) so he needs to register as a lower tier waste carrier.
- A. Fluorescent tubes. First consideration is who owns them? It depends on the contract between pest controller and his customer. Above applies if the pest controller owns them and designates them as waste items when removed from the EFK machine – but fluorescent tubes are classified as hazardous waste and a consignment note must be used to legalise movement whenever hazardous waste is moved from a premise. Hazardous waste receivers (consignees) need to make returns to the Environment Agency on a 3-monthly basis.
- A. Empty aerosol canisters. The Environment Agency have advised that incidental, small numbers arisings of empty aerosols generated at a customer's premise could be returned to the pest controller's premise in his vehicle without the need for consignment note etc. In effect, the pest controller would return the aerosol can as a product (not waste) and designate it as waste when assessed back at his depot.
- A. Rat and mouse carcasses. It might be said that the pest controller owns the carcasses because it is waste generated in the course of his business as he carries out searches for bodies. If the customer were to hand the pest controller a dead rat then this might be considered to be a transfer of waste from one person to another and a duty of care note would be needed. Rodent carcasses are not classified as hazardous waste, and their disposal is not covered by The Scheme.

### Q. Are there any exemptions from the need to hold certain environmental permits?

- A. Pest control companies can benefit from a non-waste framework Directive (NWF) exemption called – “Temporary storage of waste at a place controlled by the producer”. This can be found on the Environment Agency website. This would be applied to the premise and the place where waste is stored. There are conditions: - 3 months max storage period, 50m<sup>3</sup> max storage volume of waste, safe storage.





## Appendix 1: Certificates





## Appendix 2: Waste Classification Advice

WASTE	ADVICE NOTES	EWV CODE
Outer packaging No previous contact with pesticide and no contamination on the inside or outside of the packaging	Paper Plastic Wood Metallic Composite Mixed Glass Textile Dispose of these materials as Non-Hazardous waste; consider recycling, re-use or other recovery methods.	15.01.01 15.01.02 15.01.03 15.01.04 15.01.05 15.01.06 15.01.07 15.01.09
Empty packaging with pesticide remaining that can be removed	See note 5	15.01.01 to 15.01.09 15.01.10 (M) (Indicate hazardous property – see Note 4)
Empty packaging That cannot be or has not been decontaminated	Hazardous waste if empty packaging has contained a hazard-classified preparation. Dispose of material via contractor licensed to dispose of hazardous waste for incineration or other means as appropriate e.g. Talunex, Phostoxin and metal phosphide containers, insecticide concentrates	15.01.10 (M) Indicate hazardous property(ies) see below
Empty aerosol containers	Hazardous Waste so dispose of material via contractor licensed to dispose of Hazardous Waste for incineration or other means as appropriate	16.05.04* Indicate hazardous property
Absorbent cloths, PPE, gloves, wiping materials contaminated with pesticides, solvents or other waste	Investigate whether contamination is by a dangerous substance by using the SDS. If no dangerous substance present then regard as non-hazardous. If dangerous substance present produce data to show that no more than 0.1% of dangerous substance(s) by weight of total waste is left (worst-case) to achieve a non-hazardous classification. If exceeds limit of 0.1% may be hazardous and therefore dispose of material via a specialist contractor licensed to dispose of hazardous waste by incineration or other means as appropriate	15.02.03 15.02.02 (M)  Indicate hazardous property(ies) see note 4
Redundant ready-to-use pesticide baits, concentrates and pesticide washings  • Contaminated bait stations, bait trays, traps and empty tube containers • Spent and unused baits • Spent grey squirrel bait, tree protection – agricultural product	'Absolute' hazardous waste. See Note 5 at end of table.  Hazardous waste. "Absolute" entry in EWC. Although there may be no hazardous properties evident. Check safety data sheet for consignment note details which will be required to be issued.  Mirror entry, Hazard assess using limiting concentration  Values	20.01.19* 15.01.01 (paper) 15.01.02 (plastic) 15.01.04 (metal) 15.01.05 (composite) 20.01.19* 02.01.08 (M) 02.01.09
Fluorescent tubes from Fly Control machines	Hazardous Waste: Dispose of material via specialist waste contractor licensed to dispose of Hazardous Waste.	20.01.21** Indicate hazardous property(ies) note 4





WASTE	ADVICE NOTES	EWC CODE
Dead rats, mice, insects, pigeons and other pests and mixed bird carcasses, droppings (guano) and nesting materials	<p>Considered generally to be 'Non-Hazardous Waste' but apply precautionary principle. Risk assess for suspected or confirmed infection hazards. If known to be present seek 'Clinical' Waste advice and dispose of as Hazardous Waste.</p> <p>Contractor following product label advice should recover animal carcasses (e.g. rodents) separately where possible and remove from site as Non-Hazardous Waste.</p> <p>Note: Dispose of material as industrial waste and not as 'black bag' waste i.e. not in the municipal or household waste stream</p> <p>No longer permitted to burn or bury on site or elsewhere. Pest controllers carrying out work on farms are allowed to bury rodent carcasses on farmland provided certain conditions are complied with. See Killgerm catalogue or EA site for details</p>	<p>20 01 99 18.02.02 (M)</p> <p>Indicate hazardous property(ies) see note 4. This might be appropriate when, for example movement restrictions were in place because of an outbreak of animal disease</p>

#### NOTES

- \* (M) 'Mirror entries' – hazardous waste, only if dangerous substances are present above threshold concentrations
- \*\* 'Absolute entries' – hazardous waste regardless of any threshold concentrations
- In the table, include 'biocide' in the meaning of the word pesticide
- Hazardous properties: it is most likely that the hazard associated with the waste will be one of the following:
 

<b>HP3</b> Highly flammable/flammable	<b>HP4</b> Irritant	<b>HP5</b> Harmful
<b>HP6</b> Toxic	<b>HP7</b> Carcinogenic	<b>HP9</b> Infectious
<b>HP10</b> Toxic for reproduction	<b>HP14</b> Ecotoxic	
- Empty containers, packaging, bait stations etc. Decontaminate by rinsing containers three times or scrape, shake and/or brush/wipe until no more pesticide is removable. Find out whether contamination is by a dangerous substance using the SDS. If container is not 'empty' it is not packaging waste. If container is empty the entry 15 01 10\* is used when it contains 'residues' and those residues are composed of dangerous substances. If the residue or contaminant does not display hazardous properties then the packaging or container will be coded according to its construction material (e.g. plastic). If no dangerous substance present then consider non-hazardous. If dangerous substance present produce data to show that no more than 0.1% of dangerous substance(s) by weight of total packing is left (worst-case) to achieve a non-hazardous classification. Dispose of cleaned material as non-hazardous waste, but note that the waste created by cleaning needs a safe route of disposal. If decontamination not possible, then hazardous waste route must be followed and the waste must be dealt with as if it were only the contaminating material i.e. no account should be taken of the packaging weight when calculations using limit concentrations are used to determine the hazard.
- Fluorescent tubes, empty aerosol containers, spent bait and contaminated articles (PPE, containers etc) are classified as hazardous waste. The appropriate EWC six digit codes used in industry include:
  - 20 01 21 - fluorescent tubes and other mercury-containing waste;
  - 15 01 11 - metallic packaging containing a dangerous porous matrix, including empty pressurecontainers (Empty aerosols)
  - 20 01 27 - paints, inks, adhesives and resins containing dangerous substances (empty aerosols)
  - 16 05 04 - gasses in pressure containers (including halons) containing dangerous substances (empty aerosols)
  - 20 01 19 – spent bait, contaminated articles/ packaging PPE containers etc

#### DISCLAIMER

Killgerm Chemicals Ltd presents the above information as the best available general advice on aspects of waste disposal to its customers. However, neither Killgerm Chemicals Ltd nor any of its customers can take any responsibility or liability for the advice given herein and any possible outcomes from following these recommendations. If in doubt the reader should contact the Environment Agency (helpline) for further advice.



**Legislation that governs disposal of waste**

Environmental Protection Act 1990, Pollution Prevention & Control Act 1999, Pollution Prevention and Control (England & Wales) Regulations 2000, Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991, Environmental Protection (Duty of Care) Regulations 1991, Waste Framework Directive 75/442/EEC Environmental Permitting (England & Wales) Regulations 2010, Waste (England & Wales) Regulations 2011.

## Appendix 3: Hazardous Waste Regulations 2005: Consignment Note

Part A - Notification Details							
1 Consignment Note Code:							
2 The waste described below is removed from (name,address,postcode,telephone,email,facsimile):							
3 Premises code (where applicable):		N/A					
4 The waste will be taken to (name, address and Postcode):							
5 The waste producer was (if different from 2) (name,address,postcode,telephone,email,facsimile):							
Part B - Description of Waste							
1 The process giving rise to the waste(s) was:		Pest Control	2 SIC for the process giving rise to the waste:		81291		
3 WASTE DETAILS (Where more than one type is collected all the information given below must be complete for each EWC identified)							
Description of waste	List of wastes (EWC code - 6 digit)	Quantity (Kg)	The chemical/biological components in the waste and their concentrations are:		Physical form (gas,liquid,Solid, powder,sludge or mix)	Hazard code(s)	Container type, number and size
			Component	Concentration (%or mg/kg)			
Spent Bait (pesticide)	20 01 19		pesticide	0.005%	solid	HP10	
Contaminated packaging	20 01 19		pesticide	<5%	solid/liquid	HP14 HP6	
Redundant stock (pesticide)	20 01 19		pesticide	10-90%	solid/liquid	HP14 HP6	
Empty aerosols	16 05 04		solvent	<1%	solid	HP3	
Fluorescent tubes	20 01 21		Hg (MERCURY)	0.0135%w/w	powder	/	
The information given below is completed for each EWC identified above							
EWC code	UN identification number(s)	Proper Shipping Names(s)	UN class(es)	Packaging Group(s)	Special handling requirements		
20 01 19	/	rodenticide		N/A	/		
20 01 19	2902/2588	pesticide liquid solid toxic n.o.s	6.1	II/III	/		
20 01 19	2902/2588	pesticide liquid solid toxic n.o.s	6.1	II/III	/		
16 05 04	1950	Aerosols	2	N/A	/		
20 01 21	Not specified	N/S		N/A	Do Not Breathe Vapour		
Part C - Carrier's certificate							
If more than one carrier is used, please attach schedule for subsequent carriers. If schedule of carrier's certificate is attached tick here :							
I certify that I today collected the consignment and that the details in A2,A4 and B3 are correct and I have been advised of any specific handling requirements.							
Where this note comprises part of a multiple collection the round and number are:							
1 Carrier name:							
On behalf of (name, address, postcode, telephone, email, facsimile):							
2 Carrier registration no./reason for exemption:							
3 Vehicle registration no. (or mode of transport, if not road):							
Signature:			Date:		Time:		

**Part D - Consignor's certificate**

I certify that the information in A B and C has been completed and is correct, that the carrier is registered or exempt and was advised of the appropriate precautionary measures. All of the waste is packaged and labelled correctly and the carrier has been advised of any special handling requirements.

I confirm that I have fulfilled my duty to apply the waste hierarchy as required by regulation 12 of the waste (England and Wales) Regulations 2011.

1 Consignor name:

On behalf of (name, address, postcode,  
telephone, email, facsimile):

Signature:

Date:

Time:

**Part E - Consignee's certificate** (where more than one waste type is collected all of the information given below must be completed for each EWC)

Individual EWC Code(s) received	Quantity of each EWC code received (Kg)	EWC Code accepted/rejected	Waste management operation (R or D code)
20 01 19		Accepted	D15
20 01 19		Accepted	D15
20 01 19		Accepted	D15
16 05 04		Accepted	D15
20 01 21		Accepted	R13

1 I received this waste at the address given in A4 on

Date:

Time:

2 Vehicle registration no.(or mode of transport if not road):

3 Where waste is rejected please provide details:

I certify that waste permit/exempt waste operation number:

authorises the management of the waste described in B at the address given in A4.

Where the consignment forms part of a multiple collection, as identified in Part C.I  
certify that the total number of consignments forming the collection are:

1 Name:

On behalf of (name, address, postcode,  
telephone, email, facsimile):

Signature:

Date:

Time:

**Legislation that governs disposal of waste**

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## TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICE

### THE KILLGERM SUBSIDISED WASTE DISPOSAL SCHEME (“THE SCHEME”)

#### 1. INTERPRETATION

##### 1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 12.7

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions

**Customer:** the person or firm who purchases Services from the Supplier.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Member:** a Customer that joins The Scheme and pays the Membership Fee

**Membership Fee:** annual fee of £200 per Customer

**The Scheme:** an annual scheme which runs from 1st January until 31st December, which allows each individual Customer an annual waste allowance of 100kg. This Scheme forms part of the contract.

**Order:** the Customer's order for Services as set out in the Customer's purchase order form

**Order Form:** the form completed by the Customer which will include information in relation to the products that require the Services

**Services:** the services, supplied by the Supplier to the Customer as set out in the Specification.

**Specification:** the Supplier will dispose of the customer's waste in accordance with The Scheme.

**Supplier:** Killgerm Chemicals Ltd registered in England and Wales with company number 02794829

##### 1.2 Construction. In these Conditions, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its personal representatives, successors or permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) A reference to writing or written includes faxes and e-mails.

#### 2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier confirms acceptance of the Order, either orally or in writing, at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 7 Business Days from its date of issue.

#### 3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates that are provided but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 The Supplier reserves the right to alter any deliver or collection time given to the Customer

#### 4. CUSTOMERS OBLIGATION

- 4.1 The Customer shall:
  - (a) Ensure that the terms of the Order and the information provided in the Order Form are complete and accurate and follow the requirements of The Scheme, especially in relation to waste;
  - (b) Co-operate with the Supplier in all matters relating to the Services;
  - (c) Provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier in order to provide the Services;
  - (d) Provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  - (e) Obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

#### 5. CHARGES AND PAYMENT

- 5.1 The Charges for the Services form part of The Scheme and are as follows:
  - (a) The Customer shall pay an annual fee of £200 to be a Member of the Membership Scheme
  - (b) Any additional Service beyond the Membership Scheme or once the Customer's initial waste allowance has been reached will be charged at a rate of £2.50 per kg
  - (c) the waste shall be weighed using weighing scales, that will be calibrated annually, and the weight given will be the final weight
  - (d) if such weight is not accepted by the Customer, the Customer has the option to:
    - (i) have the waste returned and will bear the full cost; or
    - (ii) collect the waste directly within 24 hours from being notified of the weight, if it is not collected within the given 24 hours it will be disposed of via the terms of the Services
  - (e) Freight will be charged on an individual basis for which the Customer will receive a quotation in advance
  - (f) The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, laboratory costs and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 5.2 The Supplier reserves the right to increase its Membership Fee, provided that it cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 4 weeks of the date of the Supplier's notice and the Supplier shall have the right, without limiting its other rights or remedies, to terminate the Contract by giving 4 weeks' written notice to the Customer.
- 5.3 The Supplier shall invoice the Customer once they have become a Member of the Membership Scheme
- 5.4 The Customer shall pay the invoice submitted by the Supplier:
  - (a) Within 30 days of the date of the invoice, if the Customer has a credit account; or
  - (b) Immediately via debit or credit card payment, bank transfer; and
  - (c) In full and in cleared funds to a bank account nominated by the Supplier, and time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above HSBC PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 5.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

#### 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 6.3 All Supplier Materials are the exclusive property of the Supplier.

#### 7. CONFIDENTIALITY

- 7. A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 7 shall survive termination of the Contract.

#### 8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
  - (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) Fraud or fraudulent misrepresentation; or
  - (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.2 Subject to clause 8.1:
  - (a) The Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - (b) The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100,000.
- 8.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.4 This clause 8 shall survive termination of the Contract.



**9. TERMINATION**

- 9.1** Without limiting its other rights or remedies, the customer may terminate the Contract, with immediate effect, within the first 14 days, from the date of enrolment by giving the other party written notice.
- 9.2** Without limiting its other rights or remedies, the Supplier may terminate the Contract at any time by giving the other party 1 month's written notice.
- 9.3** The Customer will only use The Scheme to dispose of Waste which has directly arisen as a result of work undertaken solely by the Customer, and specifically excludes all waste generated by any subcontractors or other 3rd parties. If the Supplier suspects this not to be the case they have the right to terminate the Contract with immediate effect.
- 9.4** Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a)** the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - (b)** the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party);
  - (c)** a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (d)** the other party (being an individual) is the subject of a bankruptcy petition or order;
  - (e)** a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (f)** an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
  - (g)** the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (i)** a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - (j)** any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.4(b) to clause 9.4(i) (inclusive);
  - (k)** the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - (l)** the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - (m)** the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 9.5** Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.
- 9.6** Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.4(b) to clause 9.4(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

**10. CONSEQUENCES OF TERMINATION**

- On termination of the Contract for any reason:**
- (a)** the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - (b)** the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - (c)** clauses which expressly or by implication survive termination shall continue in full force and effect.

**11. FORCE MAJEURE**

- 11.1** For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to 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 suppliers or subcontractors.
- 11.2** The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 11.3** If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 10 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

**12. GENERAL****12.1 Assignment and other dealings**

- (a)** The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b)** The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

**12.2 Notices**

- (a)** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by signed for first class post or other next working day delivery service that requires a signature for delivery, commercial courier.
- (b)** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by signed for first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (c)** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**12.3 Severance**

- (a)** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- (b)** If any party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**12.4 Waiver**

- (a)** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 12.5** No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**12.6 Third parties**

- A person who is not a party to the Contract shall not have any rights to enforce its terms.

**12.7 Variation**

- Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

**12.8 Governing law**

- This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

**12.9 Jurisdiction**

- Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**Legislation that governs disposal of waste**

Environmental Protection Act 1990, Pollution Prevention & Control Act 1999, Pollution Prevention and Control (England & Wales) Regulations 2000, Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991, Environmental Protection (Duty of Care) Regulations 1991, Waste Framework Directive 75/442/EEC Environmental Permitting (England & Wales) Regulations 2010, Waste (England & Wales) Regulations 2011.



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