

OFFICE USE ONLY			
CL	SIGNED	DATE	
ACC	WASTE TYPE	PRICE	

ENOVERT

## CREDIT APPLICATION FORM


\*\* - mandatory requirements

Please complete Section A if you are a Limited Company OR Section B if a Sole Trader or Partnership

<b>SECTION A</b>	<b>LIMITED COMPANY</b>		
COMPANY NAME **			
WEBSITE ADDRESS			
REGISTERED OFFICE **			
		POST CODE **	
TRADING/INVOICE ADDRESS ** (IF DIFFERENT FROM ABOVE)			
		POST CODE **	
COMPANY REGISTRATION NUMBER **		DATE OF COMPANY INCORPORATION **	/ /
TELEPHONE NUMBER **		FAX NUMBER	
NAME OF PERSON COMPLETING THE APPLICATION FORM **			
EMAIL ADDRESS OF PERSON COMPLETING APPLICATION FORM **			
IF PART OF GROUP OR PLC, PLEASE SUPPLY GROUP/PLC NAME AND REGISTRATION NUMBER		GROUP NAME:	
		REG NO.	
<b>SECTION B</b>	<b>SOLE TRADER OR PARTNERSHIP</b>		
COMPANY NAME **			
WEBSITE ADDRESS			
TRADING ADDRESS **			
		POST CODE **	
INVOICE ADDRESS ** (IF DIFFERENT FROM ABOVE)			
		POST CODE **	
TELEPHONE NUMBER **		FAX NUMBER	
NAME OF PERSON COMPLETING THE APPLICATION FORM			
EMAIL ADDRESS OF PERSON COMPLETING APPLICATION FORM			

<b>SECTION B Cont..</b>		<b>SOLE TRADER OR PARTNERSHIP</b>	
PARTNER 1 FULL NAME **			
OWN ADDRESS **			
POST CODE **		DATE OF BIRTH **	/ /
PARTNER 2 FULL NAME **			
OWN ADDRESS **			
POST CODE **		DATE OF BIRTH **	/ /
<b>SECTION C</b>		<b>CREDIT LIMIT REQUIRED AND POINT OF CONTACT</b>	
CREDIT LIMIT REQUIRED ** (TO INC. LFT & VAT)	£	ANTICIPATED TONNAGE (TE)	TE
CONTACT NAME OF PERSON RESPONSIBLE FOR MANAGEMENT OF TRANSPORT/DISPOSAL			
NAME **		JOB TITLE	
EMAIL ADDRESS **			
CONTACT NAME OF PERSON RESPONSIBLE FOR PAYMENT OF THE ACCOUNT			
NAME **		JOB TITLE	
EMAIL ADDRESS **			
ARE PURCHASE ORDER NUMBERS REQUIRED ON INVOICES? (PLEASE CIRCLE)	YES / NO	IF YOU REQUIRE ORDER NUMBER TO BE PLACED ON INVOICE, PLEASE SPECIFY THE ORDER NUMBER	PO NUMBER:
WHAT IS THE FREQUENCY OF CHANGE OF PURCHASE ORDER (IF APPLIC.) PLEASE CIRCLE	ANNUAL / MONTHLY / WEEKLY / PER TRANSACTION		
DO YOU ACCEPT INVOICES BY EMAIL (RATHER THAN IN THE POST)? IF SO PROVIDE EMAIL ADDRESS FOR INVOICE TO BE SENT			
WASTE CARRIER REGISTRATION NUMBER **	EXPIRY DATE OF CARRIER REG.	/ /	
<b>SECTION D</b>		<b>TRADE REFERENCES</b>	
PLEASE GIVE NAME AND ADDRESS OF TWO TRADE REFERENCES - WE DO NOT ACCEPT ASSOCIATED COMPANIES OR FUEL COMPANIES AS REFEREES			
NAME			
ADDRESS			
		POST CODE **	
TELEPHONE NUMBER **		EMAIL ADDRESS	
NAME			
ADDRESS			

		<b>POST CODE **</b>	
<b>TELEPHONE NUMBER **</b>		<b>EMAIL ADDRESS</b>	

<b>SECTION E</b>		<b>BANK REFERENCE</b>	
BANK NAME			
ADDRESS			
			POST CODE
SORT CODE		- -	BANK ACCOUNT NUMBER
PLEASE ACCEPT THIS AUTHORITY FOR Enovert TO TAKE BANK REFERENCE ON OUR ACCOUNT (S) WITH YOU, AT ANY TIME IN THE FUTURE, UNTIL WE REVOKE THIS PERMISSION IN WRITING.			
SIGNED (IN LINE WITH BANK MANDATE/CHEQUE SIGNATORY)			DATE
SIGNED (IN LINE WITH BANK MANDATE/CHEQUE SIGNATORY)			DATE
<b>SECTION F</b>		<b>TERMS AND CONDITIONS</b>	
<p>ENOVERT MEANS ENOVERT NORTH LIMITED, ENOVERT SOUTH LIMITED OR ENOVERT MANAGEMENT LIMITED;</p> <p>WE HAVE ENCLOSED THE FOLLOWING INFORMATION WITH THIS CREDIT APPLICATION:</p> <ul style="list-style-type: none"> <li>- CONDITIONS OF DISPOSAL</li> <li>- SITE RULES</li> <li>- WASTE CHARACTERISATION SUMMARY</li> </ul> <p><b>PLEASE NOTE: OUR TERMS OF TRADE ARE 28 DAYS FROM DATE OF INVOICE</b></p> <p>A DIRECTOR OR OWNER (IF SOLE TRADER) MUST SIGN BELOW TO CONFIRM THAT YOU HAVE RECEIVED THE ABOVE INFORMATION AND THAT YOU AGREE TO OUR CONDITIONS OF DISPSOAL (INCLUDING OUR PAYMENT TERMS) AND OUR SITE RULES. ALSO NOTE THAT IF COPY OF WEWIGHBRIDGE TICKETS ARE REQUIRED, THERE MAY BE AN ADDITIONAL CHARGE OF £5.00 PER TICKET.</p> <p>(IF YOU HAVE ANY QUERIES CONCERNING THESE TERMS THEN PLEASE CONTACT US AT THE ADDRESS SHOWN AT THE END OF THIS APPLICATION FORM)</p>			
SIGNED**			POSITION **
NAME**			DATE** / /
<p>** A COPY OF YOUR BUSINESS LETTER HEADED STATIONERY IS REQUIRED AS PART OF YOUR APPLICATION. PLEASE PROVIDE ORIGINAL BUT WRITE "SAMPLE" ACROSS THE PAGE BEFORE SENDING TO US. **</p> <p>PLEASE NOTE: ** WHEN COMPLETED, THIS FORM SHOULD BE RETURNED BY SCANNING AND EMAILING IT TO WASTESOLUTIONS@ENOVERT.CO.UK OR BY POST TO THE BELOW STAFFORD ADDRESS.</p>			
<p>Enovert 3-5 GREYFRIARS BUSINESS PARK, FRANK FOLEY WAY, GREYFRIARS, STAFFORD, ST16 2ST TEL: 01785 251555 FAX: 01785 251666 <a href="mailto:WASTESOLUTIONS@ENOVERT.CO.UK">WASTESOLUTIONS@ENOVERT.CO.UK</a></p>			
<p>Reg office: 20 Old Broad Street, London, England EC2N 1DP</p>			

# ENOVERT CONDITIONS OF DISPOSAL

## 1 Definitions

"Contract"	means the agreement between Owner and Customer, comprising either: <ul style="list-style-type: none"><li>(i) the Quotation for the Services and these Conditions of Disposal and acceptance of Customer's order by the Owner (which shall be at the Owner's entire discretion); or</li><li>(ii) the Owner's published price list current at the date of disposal, these Conditions of Disposal and the Owner's acceptance of the Waste;</li></ul>
"Customer"	means the person, company or other legal entity, to whom the Services are being offered and provided and includes, where the context permits, any Representatives of the Customer;
"Environmental Law"	means all present and future applicable laws, statutes, regulations, secondary legislation, common law, directives and codes of practice which are legally binding and in force at the date of the Contract in so far as they relate to or apply to the pollution, conservation or protection of the environment as defined in section 1(2) of the Environmental Protection Act 1990;
"Licence"	means and includes all licences, consents and permissions issued by any licensing or regulatory body or statutory authority in respect of the Site, the Services or the Owner;
Mucking Conditions	means the additional conditions applicable to deliveries to the Mucking Site as set out in Schedule 1 and which form part of these Conditions of Disposal;
Mucking Site	means the Owner's Site at Mucking Wharf Road Stanford Le Hope, Essex, SS17 ORN;
"Owner"	means Enovert North Limited or Enovert South Limited;
"Particulars"	means and includes all details furnished by the Customer in respect of the Waste including, without limitation, any site investigation, testing and analysis, Waste Characterisation Form provided by the Customer;
"Services"	means the provision of the disposal of Waste at the Site as contemplated in the Quotation;
"Site"	means any land or premises made available by the Owner for the provision of Services;
"Waste"	means the materials to be deposited by or on behalf of the Customer at the Site;
"Quotation"	means the written quotation setting out the extent of the Services to be provided by the Owner;
"Representatives"	means any employee, agent or contractor (including a subcontractor) of a party.

## 2 Governing Terms

- 2.1 No amendment or modification to the Contract or these Conditions of Disposal shall be binding unless expressly agreed in writing and signed by a duly authorised representative of each party.
- 2.2 Any reference in the Contract to law or to a statute or statutory provision includes: any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it; any repealed statute or statutory provision which it re-enacts (with or without modification); and any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.
- 2.3 The provisions of the Contract shall prevail over any other terms conditions and warranties, whether express or implied by statute or otherwise, and all other such terms, conditions and warranties are expressly excluded to the fullest extent permitted by law.
- 2.4 Where there is a conflict between any special conditions properly incorporated in the Contract ("Special Conditions") and these Conditions of Disposal, the Special Conditions shall prevail. For the avoidance of doubt, special conditions shall not be deemed to be properly incorporated into the Contract unless they are referred to in the Owner's Quotation or otherwise set out in writing by the Owner. Any other conditions which the Customer may purport to include, whether by way of a purchase order or otherwise, are hereby expressly excluded from the Contract.
- 2.5 When a minimum volume has been stated in the Quotation, the tonne, metre, gallon or other unit price quoted for disposal has been based on a minimum amount of Waste being delivered ("the Minimum Load Price") and the charges to be raised under the Contract for the relevant accounting period will be the higher of the price chargeable by the Owner for the actual amount of Waste deposited or the Minimum Load Price as set out in the Quotation. Unless otherwise expressly stated the maximum validity period of

any price specified in a Quotation shall be thirty days from the date of that Quotation, irrespective of any maximum volume figure or Minimum Load Price.

### **3 Assistance and Safety**

- 3.1 The Customer will provide to the Owner such information, instructions, authorities, materials and other assistance as the Owner may request or it is reasonable to assume the Owner may require as to permit the proper provision of the Services and the Customer warrants the accuracy and completeness of such information.
- 3.2 The Owner reserves the right to refuse to accept Waste if it reasonably considers that to do so might place at risk any person, vehicle, equipment or property.
- 3.3 When on the Site the Customer, and any of its Representatives, shall comply with all Site rules (copies of which are available on request) and other procedures of which it is made aware or with which it ought reasonably to be aware of and shall comply with all instructions issued by Representatives of the Owner and when entering or leaving the Site the Customer's, and its Representatives', vehicles shall only use those routes in the immediate vicinity of the Site as are notified to the Customer or its Representatives.
- 3.4 Without prejudice to condition 3.3 and condition 3.1 of the Mucking Conditions, the Customer shall be solely responsible for the safety and well being of its Representatives and its and their vehicles while they are on Site (including the assessment of the acceptability of the physical positioning of vehicles taking into account ground conditions at the time of tipping and while on the Site roads) and shall indemnify the Owner in respect of all claims or liability in this regard, provided that this clause shall not purport to exclude the Owner's liability for death or personal injury caused by the Owner's negligence.

### **4 Waste and Samples**

- 4.1 The Customer warrants and undertakes that all Waste will conform in all respects with the Particulars.
- 4.2 The Owner shall be entitled to take samples of Waste for analysis at any time and, if so requested by the Owner, the Customer shall provide samples of Waste for analysis prior to its acceptance for disposal. The Owner shall be entitled to make reasonable additional charges for the analysis of samples of Waste. The results of any analysis undertaken by the Owner shall not negate the responsibilities of the Customer to comply with condition 4.1.
- 4.3 If, at any time, all, or any part, of the Waste is found, in the reasonable opinion of the Owner, not to conform to the Particulars or to be of a type which the Owner is not permitted to accept by law or by any Licence, the Owner shall be entitled to:
  - 4.3.1 accept the Waste, in which case it shall be entitled to make reasonable additional charges (including, without limitation, a management charge) and/or impose reasonable further conditions (in each case, based on the charges and conditions that the Owner would normally apply to waste of a similar type);
  - 4.3.2 dispose or procure the disposal of the Waste, including by removal and separate disposal of any part of the Waste which does not conform to the Particulars, or disposal of the entire delivery of Waste, the cost (which may include a reasonable management charge) of which (in either case) will be charged to the Customer in accordance with the Contract; or
  - 4.3.3 require the Customer to remove the Waste, in which case the Customer shall immediately remove the Waste at its own cost.
- 4.4 Condition 4.3 shall apply whether or not the non-conforming Waste in question has already been delivered and/or accepted and/or that a price has already been agreed and/or paid.
- 4.5 In the event of any explosion, fire, escape of noxious fumes or other harmful or untoward consequences occurring by reason of the transportation of the Waste to or the disposal of the Waste at the Site, or in the event of the deposit of Waste which the Owner is not permitted to accept by law or by any Licence or which is otherwise incorrectly deposited, the Customer shall bear and be liable for all losses, damages, costs and expenses of whatsoever kind, and shall indemnify and keep indemnified the Owner against all loss and damage or claims, demands, suits and liabilities suffered by or incurred by the Owner in respect thereof to the extent that such occurrence was attributable or it is reasonable to suppose it arose from or in connection with the Waste not conforming with the Particulars or the Customer omitting to properly inform the Owner of all information it is reasonable to assume would be relevant to the performance of the Services, or any other act or omission by the Customer in breach of its obligations under or in connection with the Contract.
- 4.6 The Customer shall accept responsibility for any items (including personal effects) deposited by the Customer or third parties in the Waste prior to its final disposal at the Site and shall fully indemnify the Owner for any damage or loss caused by or to such items being deposited in the Waste.
- 4.7 Title to Waste shall pass to the Owner at such time as it is discharged from the Customer's, or its Representatives', vehicle(s) at such locations within the Site as are designated by the Owner and is accepted by the Owner, provided that title to Waste shall not pass to the Owner if there has been any breach of the Customer's obligations, undertakings or warranties in relation to such Waste, or any rejection by the Owner of the Waste for any reason.

- 4.8 Unless otherwise expressly agreed in writing no Waste shall be deposited at the Site which is or could reasonably be designated by a relevant licensing or regulatory body or statutory authority as having been the subject of a "shipment" as contemplated by the Transfrontier Shipment of Waste Regulations 2007 (as amended or updated from time to time) or by any other regulations, statutes, orders or legally enforceable provisions relating to the same or similar subject matter in force from time to time.

## **5 Suspension of Services**

- 5.1 The Owner may suspend or terminate all or part of the Services in any one or more of the following instances:
- 5.1.1 if the Owner reasonably considers that to accept the Waste might lead to a breach of Environmental Law or any Licence;
  - 5.1.2 if Waste does not conform to the Particulars, or to such other description as may otherwise have been agreed between the parties in writing or originates from a different source than that declared by the Customer (including as declared under condition 4.8);
  - 5.1.3 if Waste appears in the Owner's reasonable opinion to be in any way whatsoever unsafe;
  - 5.1.4 if the Owner reasonably believes that the Customer does not have in place systems to prevent delivery of Waste which does not conform to the Particulars, or to such other description as may otherwise have been agreed between the parties in writing;
  - 5.1.5 if the Customer's, or its Representatives', fail to follow the Owner's instructions whilst on Site or the Owner considers the Customer's, or its Representatives' vehicles or the actions of the Customer or its Representatives on Site to be or likely to be unsafe or to cause damage or injury to others or to constitute a breach of the law or a breach of the Site rules;
  - 5.1.6 in the event of the unavailability of the planned disposal or tipping facility for any reason outside the control of the Owner (including insufficient quota space under a Licence); or
  - 5.1.7 there is a breach of Environmental Law by the Customer at any time in connection with the Services or in connection with any other activities involving other waste.
- 5.2 In addition to the Owner's right to suspend or terminate the Services, the Owner reserves the right in the circumstances referred to in condition 5.1.5, to exclude specific vehicle(s) and/or the Customer' or its Representatives from the Site.

## **6 Statutory Obligations**

Each party warrants and undertakes to the other that insofar as relates to the Contract:

- 6.1 it shall comply with law including, without limitation, Environmental Law and the Health and Safety at Work Act 1974; and
- 6.2 in particular where Waste is defined by law as being hazardous, difficult, controlled or special waste or otherwise designated as a dangerous substance or a substance for which specific procedures are prescribed for transport and disposal (each as statutorily defined) it shall strictly comply with all registration, licensing, labelling and note production and retention requirements required by law, including, without limitation, Environmental Law and shall liaise with the other party to ensure due compliance with the foregoing particularly with regard to consignment and transfer notes.

## **7 Charges and Payment**

- 7.1 Unless otherwise notified to the Customer by the Owner, charges for the Services will be made in accordance with the Quotation and these Conditions of Disposal. These charges are inclusive of any landfill tax that may be payable but exclusive of VAT and all other applicable taxes, statutory levies, duties and the like. Any amounts due in respect of such VAT and other taxes, levies duties and the like (excluding landfill tax) shall be paid by the Customer in addition to the charges in the Quotation.
- 7.2 It shall be the Customer's responsibility to ensure that the necessary information is provided to the Owner in sufficient time prior to the delivery of Waste to enable the Owner to determine the appropriate rate of landfill tax, VAT and other taxes, levies duties and the like. In the event that the Owner is liable to pay VAT or any other taxes, levies, duties and the like (excluding landfill tax) at a rate higher than that which has been charged to the Customer, the Owner shall be entitled to recover from the Customer the charges incurred by it as a debt. This condition shall survive the suspension, expiry or termination of the Contract.
- 7.3 The Owner reserves the right to alter any charges provided for under condition 7.1 on giving the Customer one week's prior written notice in the event of any increase in the cost of providing the Services or forthwith in the event of any change in any relevant statutory or other binding regulations (including any Licence) or if on analysis of a sample or receipt of the Waste the Owner reasonably deems it necessary to take steps or precautions beyond its normal operating procedures or in the event of the performance of the Services being delayed by the acts or omissions of the Customer.
- 7.4 If credit facilities have not been agreed in writing by the Owner, the Customer shall make payment for each delivery of Waste before the Waste is deposited at the Site.

- 7.5 If credit facilities have been agreed in writing by the Owner, payment for the Services shall be made within 28 days of the date of the relevant invoice (time being of the essence), unless otherwise agreed in writing. No queries about an invoice will be considered more than 21 days from the date of its issue and in any event a query or dispute shall not be a valid reason to withhold payment. If payment is not made in full within such 28 day period the Owner may charge interest on the outstanding sum at the rate of 8% over the rate published from time to time by the Bank of England as its base rate for the period from the due date for payment until the date payment is made in full.
- 7.6 The Customer may not withhold payment of any invoice or other amount due to the Owner by reason of any right of set-off or counterclaim, which the Customer may have or allege to have or for any other reason whatsoever.
- 7.7 Unless otherwise agreed in writing, the charge to be made for Waste deposited by any given vehicle shall be calculated on the actual volume/units delivered or the Minimum Load Price, whichever is the greater. If a weighbridge is not used the charge will be calculated in accordance with the procedure agreed with HMRC.
- 7.8 In the event of the Customer failing to comply with its payment obligations in connection with the Contract, the Owner shall be entitled to suspend the Services in accordance with condition 5 or terminate this Contract in accordance with condition 14 forthwith without prejudice to any other rights it may have against Customer.
- 7.9 The Landfill Tax (Qualifying Material) Order 2011 lists certain material being subsoil, rock, clay, sand, gravel, sandstone, limestone, crushed stone, construction stone, stone from demolition of buildings, slate, bricks, mortar, ceramic tiles, concrete, concrete blocks, breeze blocks, aircrete blocks, glass, or combinations thereof (that are "Qualifying Material"). If the Owner has agreed (in its absolute discretion) that the Customer may deliver qualifying material:
- 7.9.1 the Customer shall ensure that such Waste amounts to Qualifying Material and is free of any organic materials or contaminants, such that the lower rate of landfill tax applies to the disposal of that Waste;
- 7.9.2 where any process is carried out by the Customer prior to the delivery of the Waste to Site, the Customer shall ensure that any such process results in Qualifying Material free of any organic materials, contaminants or any other material that does not qualify as Qualifying Material; and
- 7.9.3 if it is found by HM Revenue and Customs at any time that Waste is not Qualifying Material delivered by the Customer and disposed of Qualifying Material and a higher rate of landfill tax is subsequently charged by HMRC in respect of the disposal of that Waste, the Owner shall be entitled to claim that amount from the Customer, being the difference between the landfill tax subsequently charged by HMRC and the amount of landfill tax charged by the Owner to the Customer in respect of the disposal of that Waste, which amount shall be recoverable as a debt from the Customer. This condition shall survive the suspension, expiry or termination of the Contract.
- 7.10 The Landfill Tax Regulations 1996 (SI 1996 No. 1527) allow for a discount of water in respect of the water content in Waste disposed of through landfilling (the "Water Discount"). Where the Customer has applied for a Water Discount and HMRC has approved such an application:
- 7.10.1 to the extent that a Water Discount is granted and authorised by HMRC, the Owner may reduce the landfill tax charged to the Customer under the Contract in respect of the Waste for which the Water Discount has been granted and authorised, save that the Owner shall be entitled to charge landfill tax disregarding any Water Discount where, in its discretion, the Waste does not meet the requirements for the application of the Water Discount; and
- 7.10.2 if it is found by HMRC at any time that the Water Discount does not apply to Waste delivered by the Customer and a higher rate of landfill tax is subsequently charged by HMRC in respect of the disposal of any Waste, the Owner shall be entitled to claim that amount from the Customer, being the difference between the landfill tax subsequently charged by HMRC and the amount of landfill tax charged by the Owner to the Customer in respect of the disposal of Waste, which amount shall be recoverable as a debt from the Customer. This condition shall survive the suspension, expiry or termination of the Contract.

## **8 Independence**

In the performance of the Services the Owner shall be independent and nothing herein shall lead to one party being the agent of the other and neither party shall hold itself or the other party out as such.

## **9 Indemnity and Insurance**

- 9.1 The Customer shall indemnify the Owner against all actions, claims, costs, demands, expenses, liabilities, losses and proceedings whatsoever brought or made against or incurred by the Owner in consequence of any failure on the part of the Customer or its Representatives to comply with its obligations under or in connection with the Contract or these Conditions of Disposal or in consequence of any negligence or breach of statutory duty on the part of the Customer or its Representatives except where such loss arises



in consequence of any failure on the part of the Owner to comply with any provision of the Contract or in consequence of any negligence or breach of statutory duty on the part of the Owner.

- 9.2 During the Contract both parties shall each maintain at their own expense such insurances (as are available on reasonable terms) as are necessary to provide adequate cover in respect of their obligations under the Contract.

## **10 Claims**

- 10.1 Subject to any limitations imposed by statute or other applicable law the Owner (notwithstanding any other provisions of the Contract or these Conditions of Disposal) shall not be liable for any claim by the Customer of any nature whatsoever whether in contract, tort or otherwise and the Customer will be deemed to have waived all rights in respect of such claim unless the claim has been notified in writing to the Owner by the Customer within 21 days of the date on which the Customer became or should reasonably have become aware of such claim and in any event the Owner shall not be liable for any such claim unless legal proceedings in relation to the claim have been commenced within 12 months of completion of the Services to which the claim relates and unless in the case of alleged damage or defects the Owner shall have been given by notice in writing and an immediate and reasonable opportunity (where appropriate) to inspect and/or take samples.

- 10.2 Subject to any limitations imposed by statute or other applicable law the liability of the Owner under this Contract in respect of any claim or series of claims arising out of the same event shall not exceed £500,000.

## **11 Consequential Loss**

Subject to any limitations imposed by statute or other applicable law, the Owner shall not be liable for any indirect loss, or consequential loss of any kind whatsoever (including, without limitation, loss of profit, market or goodwill), whether such loss is caused by an act, omission or negligence on the part of the Owner, its Representatives, or otherwise.

## **12 Waiver**

No payment accepted by either party and no neglect, delay or indulgence on the part of either party in enforcing the Contract or any term or condition thereof shall operate as a waiver of that party's rights thereunder.

## **13 Force Majeure**

- 13.1 The Owner shall be excused performance of its obligations under the Contract if and for so long as such failure or delay results from force majeure (as defined below).
- 13.2 Force majeure shall mean any event beyond the reasonable control of the Owner and shall include but shall not be limited to acts of God or war or terrorism, fire, floods, earthquakes, storms, default by suppliers, strikes, lock-outs, industrial disturbances, riots, civil commotion or unrest, interference by civil or military authorities and compliance with the acts, regulations or orders of any local, governmental or other regulatory authorities (insofar as these have been implemented or modified since the date of the Contract) and modification, revocation or suspension of any Licence.

## **14 Termination**

Without prejudice to its other rights, powers and remedies (including under conditions 5 and 7.8 above) the Owner may terminate the Contract by notice forthwith if any of the following events occur in relation to the Customer, namely:

- 14.1 (if the Customer is a company) a petition is presented or a resolution is passed for the winding up or dissolution of the Customer or a receiver, receiver-manager, trustee, administrator, administrative receiver or other encumbrancer is appointed over all or a material part of the assets of the Customer;
- 14.2 if the Customer (being an individual) is the subject of a bankruptcy petition or order or of any application or appointment under Section 253 or Section 273 or Section 286 of the Insolvency Act 1986 or otherwise becomes bankrupt or insolvent;
- 14.3 if the Customer fails to perform in a material respect any of its obligations under or in connection with the Contract and fails to remedy such breach (if and to the extent the same is capable of being remedied) within thirty days of notice from the Owner specifying the nature of the obligation and the default;
- 14.4 if the Customer ceases to carry on business or it becomes apparent that the Customer is unable to pay its debts in the ordinary course of business as defined in the Insolvency Act 1986 section 123, or has any material licence, consent, permit or other material authority required to carry out its business suspended or revoked, or it is reasonable to suppose that any of these circumstances is to happen in the foreseeable future;
- 14.5 if the Owner exercises its right under condition 4.3 to refuse to accept the Waste at the Site;
- 14.6 if under condition 13 the Owner has been excused performance of its obligations for a period in excess of 90 days; or

- 14.7 if the Customer is in breach of any other contract which the Customer has entered into with the Owner, its ultimate parent company or any other company sharing that same ultimate parent company, and such breach would entitle the Owner to terminate that contract.

## **15 Survival of Obligations**

The suspension, expiration or termination of the Contract shall not relieve either the Owner or the Customer of their respective obligations already accrued, or impair or prejudice their respective rights already accrued, against the other.

## **16 Assignment and Subcontracting**

- 16.1 The Customer may not transfer or assign any of its rights or obligations under the Contract without the prior written consent of the Owner. The Owner shall be entitled to transfer or assign any of its rights or obligations under the Contract and shall notify the Customer of any such transfer or assignment.
- 16.2 The Owner shall be entitled to subcontract the Services in whole or in part provided that the Owner will be responsible for the acts and omissions of any such subcontractors as if they were its own acts or omissions.
- 16.3 The Customer shall be entitled to subcontract the delivery of its Waste under the Contract subject to prior written notification to the Owner of its intention to do so, provision by the Customer of suitable written authorisations for and accompanying each load of Waste for disposal and provided always that the Customer shall be responsible for and shall indemnify the Owner in respect of all acts, omissions or defaults of such subcontractors as if they were its own. The Owner shall be entitled to refuse any subcontractor access to the Site if the Owner has reasonable grounds to do so (under this Contract or otherwise) and shall not be liable to the Customer or to such subcontractor in any respect in connection with such refusal.

## **17 Notices**

- 17.1 Any notice to be served on either party by the other shall be sent by prepaid first class post or by facsimile and shall be deemed to have been received by the addressee within 72 hours of posting or, if sent by facsimile to the correct facsimile number, the next working day.
- 17.2 Notices to the Owner must be sent to Enovert, 3-5 Greyfriars Business Park, Frank Foley Way, Stafford, ST16 2ST and marked for the attention of a director.

## **18 Governing Law**

The Contract shall be governed by the laws of England and the parties agree to submit to the jurisdiction of the English Courts.

## **19 Statutory Rights**

In any case where the Customer is dealing as a consumer within the meaning of the Unfair Contracts Terms Act 1977 nothing contained in the Contract shall affect the statutory rights of Customer as a consumer.

## **20 Severance**

If any provision of the Contract is held to be invalid or unenforceable in whole or in part under any enactment or rule of law such term or provision (or part) shall to that extent be deemed not to form part of the Contract but the validity and enforceability of the remainder of the Contract shall not be affected.

## **21 Third Party Rights**

Nothing in this Contract will confer any rights on any person who is not a party to this Contract (or its successor in title or permitted assignee) under the Contracts (Rights of Third Parties) Act 1999.

**December 2017**

**Schedule 1**  
**Mucking Conditions**

**1 General**

- 1.1 The following terms (the "Mucking Conditions") form part of the Conditions of Disposal and apply to delivery by barge to the Mucking Site in addition to the other terms and conditions of the Contract.
- 1.2 If there is a conflict between these "Mucking Conditions" and any other condition(s) of the Conditions of Disposal, these Mucking Conditions shall prevail.

**2 Unloading Times**

- 2.1 Unless otherwise agreed by the Owner, barges will only be unloaded between 09:00 and 22:00 on normal business days and 06:00 and 13:00 on Saturdays.
- 2.2 Times and dates for arrival and unloading of barges (each an "Unloading Slot") must be agreed in advance by the Owner.
- 2.3 If an Unloading Slot has been agreed by Enoverit pursuant to paragraph 2.2 and the Customer does not arrive within 30 minutes of the agreed Unloading Slot, the Owner shall be entitled to charge an unloading administration fee of £1000.

**3 Operations**



- 3.1 On arrival at the Site and whilst at the Site, the Customer and any of its Representatives, shall comply with all instructions issued by Representatives of the Owner and shall ensure that barges are berthed as directed by the Representatives of the Owner.
- 3.2 The Customer must provide risk assessments and method statements if required to do so by the Owner of any Representatives of the Owner.

**4 Invoicing**

- 4.1 Weights for the purposes of invoicing will be generated by the crane weighing system. The Customer may audit the crane weighing system by agreement with the Owner.
- 4.2 If the crane weighing system is unavailable:
  - 4.2.1 the Owner may (acting reasonably) elect to establish weight for the purposes of invoicing on the basis of barge displacement calculations; or
  - 4.2.2 the Customer shall be entitled to propose other methods to establish weight for the purposes of invoicing (such as weight loading equipment) which may be agreed by the Owner in its absolute discretion.
- 4.3 The Owner shall be entitled to levy reasonable additional charges for deliveries of soil with a higher clay or moisture content dependent on the ease of unloading.

## Landfill Site Customer Drivers & Crews Rules

### Arrival at and driving on Site

- **All Drivers are responsible for their vehicle and the behaviour of the crews/passengers whilst on Enovert sites.**
- Beacons must be fitted to all vehicles and **TURNED ON** at the weighbridge.
- Adhere to the site entry road speed limit and drive carefully.
- Crews should remain in the vehicle, if essential they must only leave the vehicle at a designated point and stand clear of moving plant and vehicles.
- Drive slowly onto the weighbridge and observe the signs / signals (and any instructions from staff).
- Once positioned turn off your engine.
- **Once instructed to leave the bridge, turn on the vehicles flashing beacons.**
- **DO NOT** use hazard lights in place of beacons.
- Follow the signed traffic route at all times.
- Adhere to all information signs along the route.
- Site haul roads surfaces may be slippery.
- **DO NOT** exceed the site speed limit of 10MPH This is a maximum. 
- **Drive according to the conditions.**
- **DO NOT** drive onto verges or road edge protection.
- **DO NOT** overtake moving vehicles.
- **GIVE WAY** to all mobile plant.
- **Only pass under overhead power lines in designated routes.**
- **DO NOT tip under overhead power lines** 
- Keep your vehicle as far away as possible from all pipe work and infrastructure on the site.
- **DO NOT** park on site other than in an emergency.
- Always weigh out of site unless informed otherwise.
- Always use the wheel wash on exiting the site if available.

### The Tipping Area.

- Stop at the traffic light and **wait for a green light to enter.**
- Wait your turn if there is queue.
- **DO NOT** jump the queue unless instructed.
- Follow the machine operator's instruction on the tipping area Only tip where you are instructed to do so.
- If your load sticks **STOP!** Inform a member of staff. **NEVER** excessively shunt your vehicle to discharge a stuck load.
- **DO NOT interfere with your vehicles safety devices or operating systems by by-passing run to hold systems using bungies etc.**
- **DO NOT** climb onto vehicles, skips, bins or trailers.
- Allow at least **5 metres** (16½.ft) gap between vehicles or 1½ x the height of the largest vehicle.
- If your vehicle becomes unstable **STOP!** and inform a member of staff.
- **DO NOT** walk under raised bodies, hoppers or doors.
- **Lower any skips, bins and hoppers before moving off the tipping area.**
- **If your vehicle becomes stuck follow the towing procedure overleaf and on the Drivers Safety Passport**

### Personal Protective Equipment (PPE)

When out of your vehicle you must wear the following Personal Protective Equipment (PPE) as a minimum.

- **High visibility** (waistcoat or jacket) **Class II.**
- **Safety boots** (with toecap and mid-sole protection).
- **Gloves**, (suitable for all tasks you undertake).
- **Hard Hats** (on the tipping area and where signed).

**SHORTS are NOT to be worn by any site users**



### Smoking, Alcohol and Drugs

**Smoking is not allowed on site, including in vehicles.**



- Alcohol or drugs are NOT allowed on site. **DO NOT** enter site under the influence of alcohol or drugs.
- If it is suspected you are under the influence of alcohol or drugs, the authorities and your employer will be notified immediately.

### Dangerous Substances and Explosive Atmospheres (Landfill Gas)

Landfill Gases contain Methane which is flammable.

- Keep clear of all pipe work and infrastructure displaying this sign.
- Ex symbols indicate potential explosive atmospheres, keep at least the stated distance away.
- **NO SOURCES OF IGNITION** are permitted in these zones.



### Emergencies

In the event of an emergency, follow instructions given to you by site staff.

- **DO NOT** leave the site, or designated assembly point until permitted to do so by site staff or a member of the emergency services.
- **Do Not** leave your vehicle unattended (**Unless**) instructed to go to the assembly point.
- Or your vehicle poses a danger. (e.g. vehicle fire)
- If your load is or you suspect it may be on fire, inform a member of staff immediately.

### Accidents, Near Hits, Injury and Damage

Before leaving the site you **MUST** report the following to the weighbridge (*regardless how minor*).

- Accidents.
- Near hits.
- Personal injury.
- Damage to your vehicle
- Damage to a third-party vehicle.
- Damage to any Enovert equipment, plant or property.

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## Towing Procedure

### The pushing of vehicles on Enovert sites is strictly prohibited

- Signal the machine operator by turning on the hazard warning lights.
- Wait in the cab, if you must get out, wait by your vehicle and stand where the machine operator can see you when he approaches. Ensure you put on your PPE before exiting the cab.
- **DO NOT** walk across the landfill to the machine.
- Wait until the machine is positioned, stopped and the operator has signalled by a **THUMBS UP** that it is safe to approach the machine.
- Check the towing point for damage / cracks before use.
- Attach the towing equipment to the towing eye of your vehicle and return to the cab.
- Ready the vehicle for the tow by selecting the appropriate forward gear and releasing the parking brake. Make **ONE (1) single horn blast** to signal the start of the tow.
- Once the tow begins, apply drive to the vehicle.
- Once your vehicle has traction **Make two (2) horn blasts** to end the tow.

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## Breakdowns

If you discover a problem with your vehicle;

- Park as safely as you can.
- Turn on your hazard lights.
- Wait for assistance.

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## Passengers & Pets

- **Passengers must not get out of the vehicle.**
- Children are not permitted on any Enovert Landfill sites.
- Pets are not allowed on any Enovert sites.

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## Inspections / Loads

Enovert must be permitted to inspect, on demand:

- All wastes for deposit at the site.
- Personal protective equipment.
- Vehicles.
- Licenses and qualifications (HGV/LGV, ARD etc.)
- If a license or qualification is not available, you will be required to present it when you next visit the site.
- If you do not allow site staff to inspect an item, you may be required to leave the site.

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## Sheeting / Un-sheeting

- All vehicles must where possible have automatic sheeting systems fitted.
- All un-sheeting must be done at ground level.
- Skips / bins must be lowered to the ground.
- Drivers are not permitted to climb onto skips / bins or vehicles to sheet / un-sheet.

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## Breach of Rules

These rules and any other, written or verbal issued by site management must be followed at ALL times. Failure to follow the rules will result in your employer being notified, and you receiving a "Corrective Action Notice" (CAN), and possible exclusion from site.

- If an **EMERGENCY STOP** is required **SOUND HORN continuously** until the towing vehicle stops.
- Wait until the machine has backed up and completely stopped and the operator has signalled by a **THUMBS UP** before leaving the cab.
- Apply the parking brake, leave the vehicle cab and detach the towing equipment and stow it correctly on the machine.
- Return to cab or safe position and signal the operator by a THUMBS UP that you are finished.

### Reverse Tow

- The machine driver will always discuss and agree the details of a reverse tow with you.
- The Machine Operator will signal in each instance that it is safe to alight from the cab by 3 (Three) short horn blasts.

### Assisted Reverse Tow

- The operator and driver will ALWAYS discuss and agree this activity prior to starting the tow, agreement will be made when drive from the lorry will be applied and when it will be stopped.

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## First Aid

- If you require assistance notify a staff member. First aid / eye-wash kits are located at the site offices.



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## Mobile Phones and Two-Way Radios

Mobile phones and two-way radios must not be used;

- When driving.
- When on the tipping area.
- When out of the vehicle.



- Occasionally you will be required to discharge your load in a special area. This may be due to;
- Load checking requirements,
- Equipment failure or emergency.
- During these operations, you must obey instructions from site staff at all times.
- Should you suspect a problem with, or contamination of, your load (asbestos, drugs, oil, rat infestation etc.), you must immediately report this to site staff.

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## Other Rules and Information

- Additional rules may apply in certain areas;
- Clear signs will be maintained to ensure these additional rules are prominently displayed.
- Totting on site is strictly forbidden.
- Sites do not usually make toilet facilities available.
- DO NOT use the site or your vehicle as a toilet.

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## Management Systems

This site operates an Integrated Management Systems certified to ISO 14001 Environment and OHSAS 18001 Health and Safety. If you see any actual or potential Health & Safety or Environment issues, please inform a member of staff immediately.

**These rules are in place for your safety and that of others please observe them.**

If in doubt, STOP and ask.