

GENERAL CONDITIONS FOR ACCEPTANCE OF WASTE

Interpretation

The definitions and rules of interpretation in this condition apply in these conditions.

Company: means P Casey Enviro Limited and any of its associated companies delivering the services.

Customer: means the person, firm or company who purchases waste management services from the Company.

Duty of Care: means such document prescribed by legislation from time to time and in such format as shall be satisfactory to the Company required for the transport acceptance and disposal of waste.

1. This quotation is an offer which is subject to withdrawal without notice at any time and is subject to landfill space being available when required. This offer is open for acceptance within 14 days of it being made otherwise this quotation will lapse.
2. These Conditions override any other conditions the Customer may seek to introduce (whether before or after the date of this quotation). The Customer's conditions shall be of no effect unless specifically accepted in writing by the Company. The Customer accepts these Conditions by depositing waste at the Company's site.
3. The Customer shall provide to the Company a description of any waste in the format required by the Company which it requires the Company to receive, prior to the Customer delivering or the Company accepting any waste from the Customer. The Customer warrants that the waste is fully and accurately described on the Duty of Care Notes and other relevant documentation and shall keep sufficient detailed records to support the description.

Should the description be inaccurate then the Customer shall indemnify the Company for any loss suffered by the Company as a result of such inaccuracy.

The Customer hereby accepts that it has read and understands the Landfill Tax (Qualifying Material) Order of 2011 ("the Order") and the Guidance on

Landfill Tax issued from time to time by HMRC. The Customer further accepts and agrees that in the event that waste is delivered to the Company on the basis that a lower rate of landfill tax is payable and that the Duty of Care Note accompanying the same is incorrect or inaccurate or does not sufficiently describe the waste as required by the Order or such waste does not for whatever reason qualify for the lower rate of landfill tax, then the Customer will indemnify the Company against the correct amount of tax payable and all costs, expenses, interest and penalties incurred by the Company.

4. The Company may, at any time following receipt of a Duty of Care Note containing the description of the waste, analyse the waste and, at its discretion, proceed with the contract or terminate the contract with immediate effect.
5. If the Company terminates the contract then the Customer shall at the Customer's expense collect from the Company any waste delivered or which the Company collected pursuant to this contract within 24 hours of the Company's notification of termination.
6. If the Customer does not collect the waste pursuant to clause 5 then the Company shall at its discretion return the waste to the Customer or dispose of the waste itself. The Customer shall indemnify the Company for all costs incurred by the Company.
7. The waste and its manner of delivery must not breach the current conditions of the Company's Environmental Permit for the delivery site which may vary from time to time, and is available for inspection at its Head Office or on the Company's website. The Customer warrants that it has inspected these documents.
8. Vehicles delivering waste must be properly loaded and, where required by legislation, sheeted or netted.
9. Hours of entry to the site will be as posted at the site or as notified by the Company's Manager. These may be altered by the Company.
10. It is the Customer's responsibility to ensure that conditions on the site are suitable for their vehicles and the Company will be under no liability in respect of any loss or damage caused to the Customer's vehicle or any consequential loss or expense whatsoever resulting from such damage.
11. "Totting" by the Customer or their employee is prohibited.

12. The Company reserves the right in its absolute discretion, without notice and without incurring any liability, to refuse admission onto its site and to refuse to allow the deposit of waste onto its site should weather conditions, staffing, plant, ratios of waste, or other operational reasons make disposal of waste unsafe, environmentally unacceptable, or risk infringement of the Company's Environmental Permit conditions or any other applicable legislation or where such load does not have legally compliant documentation.
13. The Company shall have no liability to the Customer in the event that it is hindered or obstructed in performing its obligations hereunder by reason of any matter including but not limited to labour disputes, accidents, fire, explosion, plant or mechanical breakdown, adverse weather conditions, delays to transport, the actions or instructions of any public authority or any circumstances beyond the Company's control.
14. The Customer will make a full disclosure to the Company of the particulars of its Waste Carriers Licence by producing such details as the Company may at any time require.
15. The Company reserves the right to immediately withdraw any quotation or cease trading with the Customer in the event that the Customer does not hold a current Waste Carriers Licence or such Licence is withdrawn by the authorities.
16. The Customer shall indemnify the Company and keep it indemnified against all claims, proceedings, damages, costs, charges and expenses in respect of death or personal injury to any person or any loss or damage to any property which results from the characteristics of any waste deposited on the site by the Customer.
17. The Customer will be fully liable for all damage caused by it to the Company's property or third party property whilst on the Company's site. The Customer shall without limiting its obligation insure against liabilities for death or personal injury to any person or loss or damage to any property and all risks arising out of the performance of its obligations under this contract. The Company may call for evidence of such insurance cover being held.
18. Subject to the Company opening an account for a given credit limit the terms of payment unless otherwise agreed in writing are full settlement within 7 days of the date of the invoice. If payment terms are not adhered to the Company reserves the right to withdraw credit facilities and to refuse to accept waste at any site.

19. The Company reserves the right to vary prices by giving the Customer one week's notice.
20. The Company shall not in any circumstances, so far as is permitted by law, be responsible for any loss, damage or expense (including indirect and consequential loss or damage) of any nature howsoever arising and including but not limited to any loss, damage or expense which results directly or indirectly from the negligent act of the Company, its servants or agents.
21. The Customer must comply strictly with the Site Users Rules, Visitors Rules and Contractors & Sub-Contractors Rules, attached to these conditions
22. The Customer shall not assign its rights and obligations under any quotation or contract with the Company without the prior written consent of the Company.
23. The Company may, without prejudice to any other rights, terminate the contract without notice if the Customer shall be in breach any of its obligations under the contract or shall or offer any arrangement or composition with its creditors or commit any act of bankruptcy or have a bankruptcy petition presented against it or (if the Customer is a company) if any resolution or petition to wind up shall be passed or presented or a receiver, administrative receiver or administrator of the whole or any part of its undertaking, property or assets shall be appointed.
24. The Customer shall comply at all times with the Company's Health & Safety Policies, and Working Practice Policies, copies of which are available for inspection at the Company's Head Office[/on the Company's website]. The Customer shall be deemed to have inspected these Policies.
25. The Customer shall supply all information necessary to ensure compliance with the COSHH Regulations.
26. General
 - 26.1 Each right or remedy of the Company under the contract is without prejudice to any other right or remedy of the Company whether under the contract or not.
 - 26.2 If any provision of the contract is found by any Court, Tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable unreasonable, it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the

contract and the remainder of such provisions shall continue in full force and effect.

- 26.3 Failure and delay by the Company in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the contract.
- 26.4 Any waiver by the Company of any breach of or any default under any provision of the contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.
- 26.5 The parties to the contract do not intend that any terms of the contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 26.6 The formation, existence, construction, performance, validity and all aspects of the contract shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.
- 26.7 These Conditions constitute the entire agreement between the parties with respect to the matters dealt with and supercede any previous agreement between the parties in relation to such matters.

GENERAL CONDITIONS FOR ACCEPTANCE OF WASTE

VISITORS RULES

1 These rules apply to ALL visitors, regardless of purpose of visit, to P Casey Enviro Limited's landfill sites. They are designed to ensure the Health and Safety of all site users, visitors and employees. It is a condition of the access to the site that the rules are complied with and these rules will be strictly enforced.

2 On Arrival on Site

2.1 Report to the Weighbridge where you will be given a copy of Visitors Rules which you should read.

2.2 Sign the Visitors Book confirming that you have read and understood the Visitors Rules.

2.3 A high visibility vest MUST be worn.

2.4 If walking, safety boots or shoes that are in sound condition and which have toe protection to BS1870 must be worn.

2.5 Park your vehicle in the visitors car park in such a manner that it will not cause obstruction.

2.6 You remain responsible for your vehicle at all times.

2.7 The first aid procedure is displayed in the weighbridge. You should be aware of it.

3. General Points

3.1 The total site is a "No-Smoking" Area.

3.2 There is a 10 mph speed limit on site.

3.3 All visitors must keep a sharp look-out for moving or stationary vehicles and must not pass behind any reversing vehicle.

3.4 Visitors must not interfere with any machinery or equipment.

3.5 All visitors must be accompanied by a member of the Company.

- 3.6 There is to be no sorting or removal of waste.
- 3.7 No photographs of the site may be taken without permission from the Site Foreman or Manager.
- 4. On Leaving Site**
- 4.1 All visitors must note the time of departure and sign out in the Visitors Book.

GENERAL CONDITIONS FOR ACCEPTANCE OF WASTE

SITE USERS RULES

INTRODUCTION

These rules apply to ALL users of P Casey Enviro Limited's landfill sites. They are designed to ensure the health & safety of all site users and employees. It is a condition of use that these rules are complied with. The Rules will be strictly enforced.

1 On Arrival at the Site

- 1.1 Keep closing up on the vehicle in front of you in the queue to avoid congestion.
- 1.2 No queuing on the public highways.
- 1.3 Give way to private cars.
- 1.4 Do not get out of the cab and wander around whilst waiting in the queue.
- 1.5 Do not unsheet on the approach road.
- 1.6 Please use the designated area to unsheet.
- 1.7 All loads must be sheeted.
- 1.8 A high visibility vest MUST be worn at all times.

2. On Arrival at the Weighbridge

- 2.1 Report to the weighbridge or reception office. Give details of the source of the load and the type of material being carried. If the load is difficult, dangerous or hot, it must be reported immediately on arrival.
- 2.2 Hand over any statutory documentation for completion.
- 2.3 Check and sign the site disposal record sheet, a copy of which will be sent to your company.
- 2.4 Drivers are not allowed to take passengers on site without permission.
- 2.5 The total site is a "No-Smoking" Area.

3. After Checking-In

- 3.1 Proceed to tipping area along recognised routes. Do not exceed the speed limits and beware of any hazards such as overhead cables, speed ramps, etc.
- 3.2 The speed limit on the site is 10 mph.
- 3.3 Approaching the tipping area, do not pass within 10 metres of the back of the compactor / blade – be wary of this machine as it is constantly moving backwards and forwards over the waste.
- 3.4 At the tipping area, attract the attention of the machine operator or banksman – only tip where and when directed – wait for a clear space and then reverse to the heading, taking particular care.

4. Discharging the Vehicle

- 4.1 P Casey Enviro Limited site staff shall not in any instance off load from any vehicle.
- 4.2 Stand well clear of vehicles discharging loads. Preferably stand upwind, but always where other drivers can see you.
- 4.3 When opening rear doors or tailgates of containers or tipper bodies the driver must wear a safety helmet.
- 4.4 Never stand under an unsupported or inadequately propped vehicle body, hopper or bucket.
- 4.5 In the event of a load jamming in the container, it is the driver's responsibility to release it.
- 4.6 A tipping area can be a dangerous place. The sensible use of safety footwear, gloves and, if necessary, goggles is mandatory.
- 4.7 Do not sort or remove any material from the site or vehicle after entry to the site.
- 4.8 If your vehicle becomes stuck on site, the site staff will use their best endeavours to free you. It will be your responsibility to attach the tow chain provided to your vehicle.

5. Leaving the Site

- 5.1 Ensure that the vehicle body is fully lowered and secured before moving off, and that the tailgates are shut before leaving the tipping face.
- 5.2 Leave the tipping area by the recognised routes.
- 5.3 The wheelwash or/and wheelspinner is provided as a condition of the Environmental Permit. It is an offence not to use it.
- 5.4 Do not park on the working area or site routes unless directed to do so by site staff.
- 5.5 If required by the weighbridge, re-weigh before departure.
- 5.6 The site has to live with its neighbours. Excessive noise is the most common complaint. Remember to tighten loose chains, avoid over-revving engines and drive gently away.

6. In General

- 6.1 At all times follow the directions of the staff.
- 6.2 Drivers remain responsible for their vehicles at all times.
- 6.3 Drivers should not leave the vehicle and wander around the site.
- 6.4 Report any unusual incidents to the site foreman or manager before you leave.
- 6.5 Particulars of all accidents must be given to the site foreman or manager before leaving the site, and confirmed in writing within seven days if a claim is to be made, after which time no claim will be considered.
- 6.6 Use of the site is, at all times, at the discretion of the Site Management.

GENERAL CONDITIONS FOR ACCEPTANCE OF WASTE

CONTRACTOR'S AND SUB-CONTRACTORS RULES

These rules apply to ALL visitors, regardless of purpose of visit, to P Casey Enviro Limited's landfill sites. They are designed to ensure the Health and Safety of all site users, visitors and employees. It is a condition of the access to the site that the rules are complied with and these rules will be strictly enforced.

I On Arrival at the Site

- 1.1 Report to the Weighbridge or Reception Office. Sign the Visitors Book and enter the necessary details. Unless agreed otherwise, the book must be signed in and out every day by all contractors, their employees and sub-contractors.
- 1.2 A high visibility vest MUST be worn at all times.

2 Vehicles

- 2.1 Do not park your vehicle or equipment in such a place or manner that it might cause obstruction.
- 2.2 You remain responsible for your vehicles at all times.
- 2.3 There is a 10 mph speed limit on site.
- 2.4 Vehicles must be driven in a safe and responsible manner.
- 2.5 Long term contractors and their subcontractors are required to provide a list of employees' vehicles registration numbers, which should be left at the Weighbridge.
- 2.6 Contractors or their subcontractors must inform site staff and/or Security if working late or early on any day.

3 General Points

- 3.1 There is to be no smoking or naked lights on site.
- 3.2 No welding without current work permits.
- 3.3 Do not consume alcohol on site.
- 3.4 No children under the age of 16 are allowed on site.
- 3.5 Contractors are not to speak to any member of the public or press regarding incidents or works being undertaken on site.
- 3.6 No photographs of the site may be taken without the prior written permission of the Company.[cf. 3.7 on Visitors Rules.]
- 3.7 There must be no sorting or removal of waste.

4 Health & Safety

- 4.1 Comply at all times with the Health & Safety at Work Act and all Company Health & Safety policies and rules.
- 4.2 Contracted companies are required by law to supply a first aid policy and provisions for their employees. If the contractors do not intend to have a qualified first aider on site, the Site Manager should be notified beforehand. In this instance it is of particular importance that contractors are aware of the First Aid Procedure posted in the Weighbridge.
- 4.3 Contractors are responsible for supplying all items of protective clothing and equipment, e.g. high visibility vests, safety footwear and head protection.
- 4.4 There is a 2 metre restriction zone around all monitoring chimneys which should not be breached.
- 4.5 All accidents or 'near miss' incidents must be reported to the Weighbridge.

5 On Leaving the Site

- 5.1 When work has been completed, the area must be cleared of any debris and left in good condition.