

Definitions

“Assumed Weight” means the assumed weight as stated on the Annual Duty Of Care

“Charge” means the total amount payable for the service in respect to the Collection Charge, Daily Rental and Delivery Charge.

“Charge per Lift” means the amount per lift (or collection) of Waste set out within the proposal, as increased from time to time pursuant to Clause 4.

“Charge per tonne” means the amount per tonne of waste collected as set out within the proposal as increased from time to time pursuant to Clause 4.

“Collection Charge” means Charge per lift, or Charge per lift and Charge per tonne, depending on how stated within the proposal.

“Commencement Date” means the date on which both parties sign the Annual Duty Of Care.

“Customer” means the customer as stated on the Annual Duty Of Care.

“Daily Rental” means the daily amount set out within the proposal, as increased from time to time pursuant of Clause 4.

“Delivery Charge” means the amount set out within the proposal.

“Disposal Site” means the site or sites further particulars are shown on the Annual Duty Of Care

“Equipment” means each and every item of waste disposal equipment hired out by Taylors Industrial Services to the customer, including containers.

“Expected Frequency” means the expected frequency the customer will require the collection of waste, unless stated in the proposal or schedule on the Annual Duty Of Care

“Service” means the provision of Equipment and a Transfer Note, collection of waste, transport of Waste and Disposal of Waste or any part thereof agreed between Taylors Industrial Services (Taylors) and the Customer.

“Special Waste” means a special waste as defined in the Special Waste Regulations 1996.

“Transfer Note” means the current controlled waste description and Transfer Note completed by the Customer and Taylors pursuant to the provisions of the Environmental Protection Act 1990 and regulations made thereunder which to the Waste covered by the agreement.

“Vehicle” means each and every Vehicle owned by Taylors Industrial Services or sub-contractors which visits any Collection Site to deliver, empty, replace or remove equipment.

“Waste” means the waste further particulars of which are set out overleaf or in any current Transfer Note applicable to this agreement.

1. General

1.1 These Conditions apply to all agreements for the supply of services by Taylors Industrial Services and supersede any previous terms and conditions. No additions or modifications to or terms inconsistent with these Conditions shall be binding upon Taylors Industrial Services unless specifically agreed in writing.

1.2 Taylors Industrial Services may require a credit application from the Customer and in processing the credit application, the Customer consents that Taylors Industrial Services may make enquires to credit reference agencies or other sources, who may keep a record of Taylors Industrial Services enquiry.

1.3 The rights and obligations of the customer under this agreement shall be personal and shall not be assignable without the express consent of Taylors Industrial Services.

1.4 The Contracts (Rights of Third Parties Act) 1999 shall not apply to this agreement.

2. Duration

2.1 The agreement shall begin on the Commencement Date and shall continue unless terminated in accordance with this agreement.

2.2 The Service shall commence with affect from the date agreed between the parties.

3. Payment Terms

3.1 The charge will be calculated as stated within the proposal. The amounts stated are exclusive of VAT and the Customer shall pay all sums due in respect of VAT in accordance with the invoice for the Service.

3.2 All payments for the service shall be payable within 30 days of the Invoice Date for the Service. All payments made by the Customer under this agreement shall be made in full without any set-off or counter-claim whatever and the total payment shall be the essence of the agreement.

3.3 Any sums which are not paid by the due date shall thereafter attract interest on a daily basis at a rate of 2% over the base rate from time to time of Bank of Scotland plc calculated on a daily basis without the prejudice to Taylors Industrial Services right to receive payment on a due date.

3.4 The Customer shall not be entitled to dispute any payment made. The Customer agrees that Taylors Industrial Services records will be proof of the Service provided.

3.5 Without prejudice to any other rights of Taylors Industrial Services, if there is, or arises reason to doubt the amounts due from the Customer will be paid in full, then Taylors Industrial Services reserves the right to require payment in advance before commencing or continuing the service, or at its sole discretion Taylors Industrial Services may terminate the agreement forthwith.

4. Price

4.1 Taylors Industrial Services shall have the right to increase the Charge at any time to take into account of any variation in Taylors Industrial Services costs including (but not limited to) variations in wages, disposal costs, fuel costs and taxes.

4.2 Where the Charge per lift is an assumed weight, Taylors Industrial Services may revise the Assumed weight (and consequently and proportionately the Charge per Lift) at any time if it is reasonably believes that the actual average weight per collection than or greater than the Assumed weight.

5. Delivery Access and Unloading and Return

5.1 The Equipment shall be delivered to the Collection Site in the quantity specified within the proposal.

5.2 The Customer shall provide suitable access to the Collection Site, a suitable area for siting the Equipment and suitable facilities for turning the Vehicle around.

5.3 Subject to Clause 9.2, the customer shall be responsible for the safety of any person (including the employees and agents of Taylors Industrial Services) whilst on or about the collection site.

6. Performance Dates

6.1 Taylors Industrial Services will use reasonable endeavours to meet the dates for collection set out overleaf but shall not be liable for any late performance.

7. Risk

7.1 Risk of any loss or damage to the Equipment shall pass to and remain with the Customer from the time when the equipment first arrives at the Collection site, except where the loss or damage arises from the wilful negligence of Taylors Industrial Services its employees, agents or sub-contractors.

8. Terms and Representations

8.1 The Equipment shall be deemed in good working order and condition and fit for the Customers purpose except to the extent that the customer has notified Taylors Industrial Services to the contrary within three working days of acceptance of the Equipment at the Collection Site.

9. Emptying, Replacement and Removal

9.1 The Customer shall at all times allow Taylors Industrial Services, its employees or agents access to the equipment and on the termination of the agreement to remove it from the Collection site.

9.2 All waste deposited in the equipment shall become the property of Taylors Industrial Services from the time when Taylors Industrial Services empties or replaces the equipment provided that this clause will not absolve the customer from any liability or responsibility in relation to the Waste.

10. Equipment

10.1 The Equipment will conform to any statutory enactments and regulations of local or other statutory authorities which apply to the Equipment.

10.2 The Customer shall not;

10.2.1 overload or overfill the equipment; or

10.2.3 set fire to the contents of the equipment; or

10.2.4 add or attach to the equipment any painting, sign, writing, lettering or advertising.

10.3 All Equipment shall remain the property of Taylors Industrial Services and the customer will have no rights in the Equipment other than as a mere bailee. The Equipment must only be used by the customer and must be kept at the Collection Site. The Customer shall have no right or lien over the Equipment.

10.4 The Customer has agreed that the Equipment is suitable to contain and transport the Waste in the quantities specified. Taylors Industrial Service relies on the Customer's advice as to the quantity and of weight of Waste involved in the Provision of the service.

10.5 It is the customer's responsibility to ensure the storage of waste containers/bins comply with the local authority policy on the Control of Commercial Waste Storage charge. In particular that bins should not be left on the public footway and/or road beyond 11 am on collection days or on non-collection days. The legislation allows the local authority to uplift any containers/bins that contravene the policy and a charge of £500.00 per uplift per bin and a £10.00 per day storage will apply that you, the customer, will be liable to pay.

10.6 It should be noted that our REL and FEL compaction vehicle cannot empty skips containing bulky non-compactable waste (e.g. concrete blocks) without prior consent.

11. Waste

11.1 The Customer and Taylors Industrial Services shall each sign up a new Transfer Note:-

11.1.2 before the expiration of 12 months from the Commencement Date or any current Transfer Note

11.2 The Customer may not place in the Equipment, any material other than Waste Described on the Annual Duty Of Care or, if such has been signed, in the current Transfer Note. Note no Hazardous or Special Waste is permitted unless previously agreed with the Company.

11.2.2 It is the customer's responsibility to ensure that none of the wastes listed or any other Hazardous/Special or Difficult Waste are deposited in this skip – ASBESTOS WASTES, TYRES (UNLESS SHREDDED OR CUT UP), DRUMS (UNLESS WASHED OUT AND CUT IN HALF), LIQUID WASTES (OIL, PAINT, CHEMICALS ETC.) if any are found, without our company's knowledge and proper documentation, you could be liable to an unlimited fine to cover disposal costs and any cleaning costs resulting from incorrect material being placed into containers / skips.

11.3 The customer warrants that all the requirements of the Environmental Protection Act 1990 and subsequent Regulations are complied with.

11.4 The customer warrants that waste is segregated and that they have fulfilled their duty of care requirements to apply the waste hierarchy as required by the Waste (Scotland) Regulations 2011.

11.5 Pre-treatment will occur on all waste unless it is inert or where it is not technically feasible.

11.6 You may be required to retain any Advice/Transfer Note for 2 years as required in the Environmental Protection Act 1990.

12. Disposal

12.1 Taylors Industrial Services will use all reasonable endeavours to satisfy itself that a Disposal Site is at which the Customers Waste is Deposited of is operated in accordance with statutory requirements where such Disposal Site is not operated by Taylors Industrial Services. However, Taylors Industrial Services accept no liability whatsoever for any third parties failure to do so to operate.

13. Liabilities of the Customer

13.1 During the agreement, the Customer shall make good to Taylors Industrial Services all loss of or damage to the equipment including fire and or replacing the skip(s) following physical loss, including theft, regardless of the cause except where such costs arise from fair wear and tear.

13.2 Customer shall identify and hold Taylors Industrial Services harmless against any injury, death, demands actions costs charges expenses loss damage or liability to any person or property arising from:-

13.2.1 any act or omission or negligence of the Customer its agents or employees; or

13.2.2 the provision of the service

13.3 If the Customer requests that the equipment be placed in a position which requires the vehicle to leave the Public Highway, the Customer shall indemnify and hold Taylors Industrial Services harmless against all loss, costs, claims, damages or expenses which Taylors Industrial Services may thereby incur whether as a result of damage to the Vehicle, the Equipment, the property of the customer or a third party including damage to the road margin or pavements. It should be noted that it is the customer's responsibility to ensure proper lighting and cones are placed around containers left in public highways and a valid permit is in place.

13.4 The Customer shall maintain insurance cover in respect of this indemnity and shall at the request of Taylors Industrial Services provide a copy of the insurance policy as proof of maintaining such cover.

14. Termination

14.1 If the Customer commits any breach of this agreement, Taylors Industrial Services, may in addition to its other rights in respect thereof, give notice to the customer to terminate this agreement immediately.

14.2 If the Customer shall have a receiver, an administrator or an administrator receiver appointed for the whole or any part of its assets or if an order shall be made or a resolution passed for its winding up then this agreement will term forthwith.

14.3 Either party may terminate this agreement by the service of notice, which must not be less than three months duration and not more than six months duration, must be expressed to expire on the date which is three months after any anniversary of the commencement date.

15. Amendment

Taylors Industrial Services reserve the right to amend this agreement as it considers necessary to comply with any statutory requirements from time to time or any change in legislation governing the collection transport and disposal of Waste and will relay any such amendment to the customer as soon as practicable.

16. Governing Law

This agreement shall be governed by Scots Law.

17. Forbearance

No time indulgence or relaxation on the part of Taylors Industrial Services own or granted in respect of any of the provisions of this agreement shall in any way affect diminish restrict or prejudice the rights or powers of Taylors Industrial Services under this agreement operate as or be a waiver of any breach by the Customer of the terms of this agreement.

18. Hazardous/Special Waste

18.1 Where the agreement covers the hire of containers for disposal of Hazardous/Special Waste a separate Section 62 – Hazardous Waste Transfer Note will be provided at the time of collection – all other Terms and conditions of the agreement remain the same.

18.2 Where containers are hired for hazardous/special wastes materials that are incompatible may not be mixed/stored together due to risk of chemical reaction, any instance in which this non-conformance occurs the customer will be liable for any costs to rectify the situation.