

Waste Disposal Conditions

Ellgia Recycling Limited (hereinafter referred to as the “Contractor”) accepts Waste and Special Waste for disposal, subject to the Conditions below. No agent or employee of the Contractor is permitted to alter or vary these conditions in any way, unless expressly authorised to do so.

Definitions

In these Conditions:

“Customer” shall mean the party who contracts the services to the Contractor.

“COPA” shall mean the Control of Pollution Act 1974 and any statutory amendment or re-enactment thereof for the time being in the force any regulation made thereunder.

“EPA” shall mean the Environmental Protection Act 1990 and any statutory amendments or re-enactment thereof for the time being in force and any regulation made thereunder.

“Waste” shall mean waste or controlled waste as is defined in the COPA or EPA.

“Special Waste” shall mean the waste as is defined in the COPA or EPA.

“Contract” shall mean that contract for services between Contractor and Customer.

“Equipment” shall mean any Equipment of the Contractor or its sub-Contractor to be used in connection or entrusted to the Customer under any contract to which these conditions apply.

A reference in these Conditions to a provision of any legislation includes any future legislation which re-enacts or replaces those provisions. In all cases the requirements and definitions of the EPA will take precedence over those of the COPA.

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Deposit of Equipment

The Customer shall direct the driver where to deposit or pick up any Equipment.
Also

- a) Shall not move that Equipment without the consent of the Contractor.
- b) Shall not permit any fires to be lit in any of the Contractors Equipment.
- c) Shall ensure that any skips hired from the Contractor are most filled higher than the top of its sides.
- d) Shall ensure that none of the Contractors Equipment suffers any damage except fair wear and tear.

Highway Authority

- a) The Customer warrants to the Contractor that with respect to Equipment placed other than on private property all permissions including that of the Highway Authority have been obtained except where such an authority insist that the Contractor obtains such permission and in such an authority insist that the Contractor obtains such permission and in such case both parties shall co-operate in obtaining such permission and the Customer undertakes to ensure that all conditions subject to which any permission is granted shall be observed at all times (including, without prejudice to the generality of foregoing, correct lighting during the hours of darkness, the provision of traffic cones and barriers and that the siting does not infringe any Statute, By-law or other lawful requirements).



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Vehicle off Highways

Where the Customer directs the driver of a vehicle to deposit Equipment on or pick up Equipment from a site which is off the highway the Contractor shall be under no liability whatsoever to the Customer whilst the vehicle is off the highway, other than that which may have been caused by negligent driving on the part of the driver.

Without prejudice the Customer shall subject as above save harmless and keep the Contractor indemnified against any claim or demand which would not have occurred had the driver not be so directed and which is not due to any negligent driving on the part of the driver.

Provision of the information, packing, labelling and loading

- a) The Customer shall provide the Contractor with sufficient information in relation to the waste as required by the relevant Health and Safety, and Environmental legislation. The Customer shall ensure that the waste collected by the Contractor conforms to the description given on this ticket.
- b) Where the Customer has not instructed and agreed with the Contractor that, the Contractor carries out packing and/or labelling of the waste, the Customer shall ensure that the Waste to be collected by the Contractor is packaged and labelled as required by statutory regulations.
- c) When collection takes place at the customer’s premises the Contractor shall not be under any obligation to provide any plant power, or labour in addition to the Contractors operator and to normal Equipment attached to the vehicle.

General Indemnity by Customer

- a) The Customer shall indemnify the Contractor in the respect of all liability claims, costs, damages and expenses for death, injury, loss or damages and expenses for death, injury, loss or damage including consequential loss arising out of the performance by the Contractor of its duties and obligations hereunder except to the extent that such liability, claims, costs, damages and expenses arise from the Contractors negligence.
- b) Where Equipment supplied by the Contractor is placed on a highway or other public place the necessary measures for the safety of the public and the obligations of the Customer to indemnify the Contractor in respect of this Clause shall be accordingly extended.

Impossibility of Performance

The Contractor shall be relieved of its obligation to perform the Contract to the extent that the performance thereof is prevented by failure of the Customer, fire weather conditions, industrial dispute, labour disturbance or cause beyond their reasonable control of the Contractor.