

## **AWC WASTE CARE Ltd**

### **STANDARD TERMS & CONDITIONS.**

#### **Definitions.**

##### The Customer,

The company or individual whose address and contact details appear overleaf and who is ultimately responsible for agreeing to our quotation and with whom acceptance of this quotation will form a binding contract.

##### The Waste Producer,

The company or individual who has generated the waste and is responsible for furnishing accurate details as to the waste composition and generating process.

##### The Contractor,

This will be AWC Waste Care Ltd and/or its nominated agents who will be responsible for carrying out the works as detailed overleaf.

##### Waste Description.

The quotation overleaf applies to the waste as described or sampled, any variations in the waste description must be notified to the contractor prior to the collection of the said waste. Failure to notify the contractor of any such changes may lead to the waste being rejected by the nominated disposal site, this in turn may lead to either an increase in disposal costs, or an alternative disposal outlet being sought. Any costs associated with such an instance will be passed directly on to the customer.

##### Hazardous Waste Regulations 2005,

It is the responsibility of the waste producer to define the classification of the waste described overleaf, however, the contractor may advise this classification after consultation with the Environment Agency and/or the chosen disposal site. If the waste has been determined as a Hazardous Waste then the contractor can provide the appropriate consignment notes, the associated administration charge will be indicated in our quotation. Please note that one set of consignment notes will be required with each movement of the waste and the administration charge will apply to each movement.

##### Demurrage

Demurrage will be charged at the rate indicated in our quotation or at £45 per hour (whichever is the greater) or part thereof after the first hour on site for any delays caused by or attributable to the collection site. Should a waste be received at the nominated disposal site and that waste is found to differ from the original sample/description then delays caused at the disposal site may also be passed on to the customer. In addition we will charge demurrage at the rate in our quotation or at £45 per (whichever is the greater) for delays at the disposal site in excess of 1 hour.

##### Carriage of Dangerous Goods Regulations

It is the waste producers responsibility to classify the waste in accordance with relevant Dangerous Goods Transportation Regulations. Where required all containers must be in accordance with the relevant transport Regulations. The contractor is able to supply the correct UN approved containers for your waste and can offer a repackaging service to meet the above regulations.

##### Payment Terms,

Our payment terms are strictly 30 days from the date of Invoice. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998 any payment with held in excess of this period will attract an additional interest charge of 8% above the bank interest rate charged on a daily basis as an annual equivalent. In addition to any interest charges we reserve the right to charge a £100 flat fee on late payment of invoices to cover our administration and nuisance costs on each invoice that has not been paid within the 30 days from date of invoice. Should these charges be levied then they will attract Value Added Tax at the correct rate in force at the time of invoicing.

##### V.A.T.

V.A.T. will be applied to the charges outlined overleaf, this will be charged at the rate set out by the Government at the time of invoicing.