MCCARTHY MARLAND
RESOURCEFUL RECYCLING

Terms and Conditions for the use of Waste Transfer Station

1 Definitions

In these Terms and Conditions:

- **Company** means McCarthy Marland (Recycling) Ltd. The operator of the transfer station and weighbridge
- **Customer** means the individual, company or organisation using the weighbridge and/or site facilities
- **Site** means the transfer station and all associated land, buildings, roadways and equipment
- **Vehicle** means any lorry, van, trailer, car or other vehicle entering the Site

2 Acceptance of Terms

2.1 By entering the Site or using the weighbridge, the Customer agrees to be bound by these Terms and Conditions and any additional Site Rules displayed at the entrance or elsewhere on the Site

3 Site Access

3.1 Access is permitted only during published opening hours unless otherwise agreed in writing.
3.2 The Company reserves the right to refuse entry or service to any persons or vehicle at its sole discretion, including where:

- Health and Safety requirements are not met
- Documentation is incomplete or inaccurate
- Waste is not acceptable, or
- The Customer breaches these Terms and Conditions

3.3 All visitors must comply with instructions by Company personnel at all times.

4 Health and Safety

4.1 The Site is an operational industrial facility. Customers enter entirely at their own risk.
Drivers must:

- Obey all speed limits and traffic management systems
- Follow directional signage
- Wear mandatory Personal Protective Equipment (PPE) while on Site
- Remain alert to moving vehicles, pedestrian and plant
- Comply with all instructions issued by Site Personnel

4.2 Children, unauthorised passengers and pets are not permitted outside vehicles.
4.3 Smoking, vaping and the use of naked flames are prohibited.
4.4 Mobile phones must not be used while driving on Site.

5 Weighbridge Procedures

5.1 Drivers must stop completely on the weighbridge and ensure the vehicle is positioned on the platform.
5.2 No person may enter or leave the vehicle while it is being weighed unless instructed by Site personnel
5.3 Vehicles must remain stationary until the weight has been recorded.
5.4 Drivers must not reverse onto or across the weighbridge unless instructed to do so by the Banksman
5.5 The Company reserves the right to require repeat weighing where necessary.

6 Vehicle Requirements

6.1 Vehicles must:

- Be roadworthy
- Comply with applicable legislation
- Customers should have an up-to-date and current Waste Carriers Licence
- Not exceed the weighbridge's maximum design capacity

6.2 The Company may refuse vehicles considered unsafe or unsuitable
6.3 Customers remain responsible for ensuring that loaded vehicles comply with all legal weight restrictions before leaving Site.

7 Waste Acceptance

7.1 Only waste types previously agreed or accepted under the Site's waste management licence and are classified in accordance with the

appropriate EWC Code by the Company may be delivered and accepted.
7.2 The Company reserves the right to inspect any load before, during or after tipping.
7.3 Loads containing prohibited or hazardous materials may be refused.
7.4 Any costs arising from rejected loads, contamination or removal shall be the Customer's responsibility.
7.5 Any non-confirming wastes will be dealt with in accordance with the Site's working plan and additional charges may be applied by the Company to reasonably compensate the Company for the safe removal and disposal of such waste.

8 Accuracy of Weights
8.1 The Company's weighbridge is maintained and calibrated in accordance with applicable legislation.
8.2 Weight tickets and Waste Transfer Notes (WTN) are issued based upon readings taken at the time of weighing.
8.3 Whilst reasonable care is taken, the Company cannot guarantee that every weighing is free from operational factors outside its control.
8.4 Any discrepancy must be reported before the vehicle leaves the Site.

9 Charges
9.1 Charges shall be those applicable at the date of service unless otherwise agreed.
9.2 Payment terms shall be in accordance with the Customer's credit agreement or otherwise payable immediately.
9.3 Late payments may incur interest and recovery costs in accordance with applicable legislation.
9.4 Invoice queries must be submitted in writing within 30 days of the invoice date.
9.5 The Company reserves the right to suspend service when payment is overdue
9.6 All charges are exclusive of VAT, which shall be charged at the prevailing rate.
9.7 The Company may review prices annually and shall provide at least thirty (30) days' notice of revised charges.

10 Customer Responsibility
The Customer warrants that:
- All information supplied is accurate
- Waste descriptions are complete and correct
- All statutory documentation accompanies the load where required
- The Customer complies with all applicable legislation

11 Liability
The Company shall not be liable for:
- Delays caused by traffic, equipment failure or circumstances beyond its reasonable control
- Damage arising from failure to follow Site instructions
- Indirect or consequential loss

12 Damage to Company Property
Customers shall be responsible for any loss or damage caused to:
- The weighbridge
- Barriers
- Buildings
- Machinery
- Fencing or Gates
- Roadways, or
- Any other Company property

Where such damage results from negligence or failure to follow Site instructions.
Repair costs may be recovered from the Customer

13 CCTV and Monitoring
The Site is monitored by CCTV for:
- Safety
- Security
- Crime prevention
- Operational management, and
- Evidential purposes

Images may be shared where required by law.

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14 Environmental Compliance

Customers must not:

- Litter
- Spill waste
- Discharge liquids
- Create dust unnecessarily, or
- Pollute the Site

Any clean-up costs arising from Customer actions may be charged to the Customer.

15 Force Majure

The Company shall not be liable for failure to perform its obligations where such failure results from circumstances beyond its reasonable control, including but not limited to severe weather, fire, flood, industrial action, equipment failure, utility interruption or governmental action.

16 Termination

The Company may immediately terminate or suspend access to the Site where a Customer:

- Breaches these Terms
- Behaves abusively
- Creates a safety risk, or
- Fails to pay outstanding sums

17 Data Protection

Personal information shall be processed in accordance with applicable UK data protection legislation and the Company's Privacy Notice.

18 Governing Law

18.1 These Terms and Conditions shall be governed by and considered in accordance with the laws of England and Wales.

18.2 The courts of England and Wales shall have exclusive jurisdiction over any dispute arising from these Terms.

19 Amendments

The Company reserves the right to amend these Terms and Conditions at any time. The latest version will be available on request and, where appropriate, displayed on site.