

**TERMS and CONDITIONS for use of WASTE MANAGEMENT FACILITIES**

Waste Regulations 2005 or any subsequent regulations.

**DEFINITIONS**

'Company' means McCarthy Marland (Recycling) Ltd  
'Customer' means the person or organisation depositing waste at the site  
'Vehicle' means the vehicle delivering waste to the site which is the subject of the contract  
'Driver' means the driver of the customer's vehicle  
'The Site' means one of the company's waste management facilities  
'Conforming Wastes' means wastes which do not conform with the Waste Management Licence or Permit

**GENERAL CONDITIONS**

The Company enters into the agreement for hire of containers and disposal of the contents, upon the following conditions  
No agent or employee of the owner is permitted to alter or vary these conditions in any way or to give any consent thereunder unless authorised in writing by the owner to do so.  
This contract is governed by English Law and both parties entering into such agreement will submit to the jurisdiction of the English Courts.

**WASTE and TIPPING**

The Company enters into agreements for the acceptance of waste at The Site for sorting, segregating, bulking and transportation to appropriately licenced facilities for recovery, recycling and/or disposal upon the following conditions.

1. No agent or employee of the Company is permitted to alter or vary these conditions in any way or to give any consent thereunder unless he is authorised in writing by the owner to do so.
2. The Customer shall ensure that the waste types being delivered to The Site are acceptable under the sites waste management licence and are classified in accordance with the appropriate EWC Code. Any non-conforming waste will be dealt with in accordance with the site's working plan and additional charges will be applied by the owner to reasonably compensate the owner for the safe removal and disposal of such waste. A copy of the site's waste management licence and working plan can be made available upon request.
3. The Company shall direct the Driver whilst on The Site and the Driver shall follow instructions as directed for manoeuvring, parking and tipping the vehicle whilst on Site.
4. Any passengers accompanying the Driver in the customer's vehicle must remain in the vehicle at all times.
5. All Conforming Wastes delivered to Site become the property of the Company once the wastes have been discharged from the Customer's Vehicle.
6. The Customer will be provided with a 'Duty of Care Waste Transfer Note', prior to exiting the Site, which will detail the legal requirements associated with depositing waste at The Site.
7. The Customer will ensure that no waste material supplied to the Company is subject to the Hazardous

**DELIVERY**

1. The Company will use its best endeavours to comply with the Customer's requirements but cannot accept any responsibility for any delay in supplying service, which may be caused directly or indirectly by any unforeseen or abnormal conditions or by an act or neglect on the part of the Customer.

**LIABILITY**

1. The Company shall be under no liability whatsoever to the Customer for any damage howsoever caused whilst the Customer's Vehicle is on The Site other than such as might have been caused by negligent operation of mobile plant on the part of the Company. The Customer will compensate the Company for any damage to the Company property or equipment resulting from negligent behaviour or driving on the part of the Customer's Driver.
2. The Customer's Driver is required to weigh the Customer's Vehicle when entering The Site, to obtain the gross weight and reweigh the same Vehicle to obtain the tare weight, prior to exiting The Site.
3. The Customer is required to hold a valid waste carriers registration, in accordance with environmental regulations, prior to using The Site.
4. The Customer's Vehicle shall not leave The Site without the consent of the Company.
5. The Driver is required to observe all safety notices whilst on Site and wear appropriate Personal Protective Equipment as instructed. The Company will not be held responsible for any injury caused to the Driver resulting from the Driver's negligent behaviour.

**PAYMENT TERMS**

1. All cash transactions will be paid immediately by the Customer or the Customer's Driver prior to the Customer's Vehicle exiting Site. All account payment transactions will be settled in full by the Customer within 30 days from receipt of the Company's invoice.
2. Payment terms are strictly 30 days net or by Direct Debit for account Customers.. If payment is made by Direct Debit the Customer will be notified by a statement of accounts from the Company of the amount to be collected in advance of the payment being deducted.
3. All charges are subject to VAT at the prevailing rate.
4. The Company may refuse to accept delivery of wastes should the Customer's account be suspended due to their account being in arrears.

**DATA PROTECTION**

1. The Company will only use personal information provided to it as set out in its privacy policy, a copy of which can be found on the Company's website.
2. Data Protection Legislation means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation as applied by the European Union whilst still legal effect in the UK.
3. The Company's GDPR policy can be found on our website.