

TERMS & CONDITIONS - Waste Transfer Station (Albert Quay)

In these conditions

'owner' means **McCarthy Marland (Bristol) Ltd.**

'customer' means the person/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 the Albert Road Waste Transfer Station

'conforming wastes' means wastes which conform with the types of waste acceptable under the Waste Transfer Station's Waste Management Licence.

'non-conforming waste' means wastes which do not conform with the Waste Transfer Station's Waste Management Licence.

The owner 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 owner 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 so to do.
2. The owner will use his best endeavours to comply with the customer's requirements but can accept no responsibility for any delay in supplying service, which may be caused directly or indirectly by any unforeseen or abnormal conditions or by any act or neglect on the part of the customer.
3. 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 wastes 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 on request.
4. The owner 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.
5. The owners 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 the negligent operation of mobile plant on the part of the owner. The customer will compensate the owner for any damage to the owner's property or equipment resulting from negligent behaviour or driving on the part of the customer's driver.
6. The driver is required to weigh the customer's vehicle when entering the site, to obtain the gross vehicle weight, and reweigh the same vehicle, to obtain the tare vehicle weight, prior to exiting the site.
7. The customer is required to hold a valid waste carriers registration, in accordance with environmental regulations, prior to using the site.
8. The customer's vehicle shall not leave the site without the consent of the owner.
9. The driver is required to observe all safety notices whilst on the site and wear the appropriate Personal Protective Equipment as instructed. The owner will not be held responsible for any injury caused to the driver resulting from the driver's negligent behaviour.
10. Any passengers accompanying the driver in the customer's vehicle must remain in the vehicle at all times.
10. All conforming wastes delivered to site become the property of the owner once the wastes have been discharged from the customer's vehicle.
11. 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.
12. All cash sale transaction will be paid for immediately by the customer or customer's driver prior to the customer's vehicle exiting the site. All account payment transactions will be settled in full by the customer within 30 days from receipt of the owners invoice.