

1.0 DEFINITIONS

- 1.1 “Neales Waste Management” and “Neales Waste Management.co.uk” mean Neales Waste Management Ltd, registered in England under number 02646317 and whose head office is at 501 Green Place, Walton Summit, Bamber Bridge, PR5 8AY and includes such subsidiary companies of NWM Holdings Ltd. as may participate in the performance of the contract.
- 1.2 “Customer” means the person, firm or company or other trading organisation to which the services are supplied subject to these conditions.
- 1.3 “The Service” means:
- (a) Removal of Waste and unwanted materials and any subsequent treatment, disposal, or recovery as specified in the full terms and conditions.
 - (b) Supply of any equipment, containers etc. for use by the Customer as part of the service in (a) above.
 - (c) Processing includes the loading operations associated with (a) above, transport, decontamination and any other handling operation associated with (a) above.
- 1.4 “Waste Materials” means unwanted, redundant surplus equipment, chemicals, residue, packaging or other waste used by a Customer or no longer required by a Customer or which a Customer wishes to dispose of
- 1.5 “Hazardous” means Materials that contain hazardous substances as defined by The Waste (England and Wales) Regulations 2011.
- 1.6 “The Contract” means the Contract, Quote or Quotation for the provision of the Service by Neales Waste Management to the Customer.
- 1.7 “Single Hazardous Waste Consignment Note” and “Multiple Hazardous Waste Consignment Note” means a Consignment Note under The Waste (England and Wales) Regulations 2011 in England and Wales, under the Special Waste Regulations 2004 in Scotland and under The Hazardous Waste Regulations (Northern Ireland) 2005 in Northern Ireland.
- “Waste Transfer Note” means a note under The Waste (England and Wales) Regulations 2011. “Transport Note” means the collection and / or delivery of products and / or services.

2.0 PAYMENT

- 2.1 The Customer will pay Neales Waste Management the charges for the services as indicated on the Contract or Neales Waste Management’s standard charges in force at the time of collection. All sums due are payable within 30 days of the date of the relevant invoice.
- 2.2 Visits in addition to those set down in the Contract for collections or the supply of containers or equipment can be made at the customer’s request but will be subject to additional charges as set down either in the Contract or on Neales Waste Management’s schedule of current charges.
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- 2.4 Any increase in Neales Waste Management charges will be notified to the Customer at least 30 days before commencement of the renewal period to which the increase applies. Such notice will not apply to fees or charges levied by a third party.

- 2.5 If the Customer fails to make any payment that is due, Neales Waste Management reserves the right to suspend the provision of any service.

3.0 CUSTOMER OBLIGATIONS

- 3.1 The Customer warrants and agrees that at all times the Waste Materials that the Customer presents for removal shall exclude any materials and substances not included on the Waste Transfer Note and agrees that all Waste Material should be placed in the waste storage containers specifically marked and provided for them where applicable but in containers suitable for the waste where no containers have been provided. Containers will be collected from a suitable, safe access point to the premises.
- 3.2 The Customer will comply with the Control of Pollution Act 1974, The Environmental Protection (Duty of Care) Act 1990 and any other legal requirements, including the provision of documentation, required for the handling of Waste Materials.
- 3.3 The Customer will, prior to collection, supply Neales Waste Management with any data or information which Neales Waste Management considers necessary as well as identify any risks in the handling of the Waste Materials, and complete any and all documentation required by law. Should you require us to carry out an additional risk assessment of your site to assist with your requirements this will be subject to a Risk Assessment of Collection Site Fee.
- 3.4 The Customer shall hold harmless and indemnify Neales Waste Management, its directors, officers and employees in respect of any loss or damage, claims, costs, liabilities and expenses arising from any breach of the Customer's obligations under the Contract or of a breach of legal requirements by the Customer.
- 3.5 The Customer will be provided with quarterly returns, as required by Regulation 54 of the Hazardous Waste (England and Wales) Regulations 2005. The Return is in the Format set out in Schedule 8 of these Regulations and will be updated within one month of the end of that quarter.

4.0 NEALES WASTE MANAGEMENT OBLIGATIONS

- 4.1 Neales Waste Management agrees at all times to:
- (a) carry out the services in a safe, efficient and professional manner;
 - (b) comply with all applicable Health and Safety Legislation, Environmental Legislation, British and European Standards, and Codes of Practice concerning the collection, transportation, treatment and recycling of the materials listed in clause 1.4 of the Contract. In this respect Neales Waste Management warrants that it is (i) the holder of a current and valid Waste Management License pursuant to Section 35 of the Environmental Protection Act 1990 and (ii) a properly registered carrier of controlled waste pursuant to section 2 of the Control of Pollution (Amendment) Act 1989;
 - (c) engage as collection agents only (1) properly registered carriers of controlled waste pursuant to section 2 of the Control of Pollution (Amendment) Act 1989 and (2) to carefully supervise all activities of such collection agents in connection with the Contract.
- 4.2 Neales Waste Management shall hold harmless and indemnify the Customer against any loss or damage to the environment or property or injury to, or death of, any person caused by any negligent act or omission or wilful misconduct of Neales Waste Management and its

servants, agents or sub-contractors. Except in respect of injury to, or death of, any person (for which no limit applies) the liability of Neales Waste Management hereunder in respect of each event or series of connected events shall not exceed €35,000,000.

- 4.3 In the event of a suitable, safe access point from which to collect the waste not being available, then Neales Waste Management reserve the right to refuse the collection. In the event that the lack of a suitable, safe access point requires waste to be transported through the premises then Neales Waste Management shall not be liable for any damage caused by the operation of transporting the waste to a suitable, safe access point.

5.0 CONDITIONS

- 5.1 No variations or alterations of these conditions shall be binding on Neales Waste Management unless agreed in writing by, or on behalf of, Neales Waste Management by an authorised representative. All orders by the Customer for the Services shall be deemed to be an offer by the Customer to purchase the Services pursuant to these conditions. Performance of the Services by Neales Waste Management shall be deemed conclusive evidence of the Customer's acceptance of these Conditions. These conditions shall remain in force until such time as Neales Waste Management adopts revised conditions and notifies the Customer of the substitution of these conditions by the revised conditions.

6.0 TERMS

- 6.1 Times and Dates quoted by Neales Waste Management for undertaking the Services are intended as estimates only and will not be of the essence of the Contract in this respect.
- 6.2 Unless agreed otherwise in writing, all prices quoted to the Customer are exclusive of Value Added Tax, or any similar tax levied by the Government on the value of services, which shall be added to the invoice and paid by the Customer.
- 6.3 All prices quoted to the Customer are exclusive of local government and Central Government fees or any other similar charges so levied on the Handling and Disposal of Waste. These charges will be added to the invoice and paid by the Customer.
- 6.4 We do not accept liability for consequential loss, either specifically or by omission, except for a liability as a direct result of a failure by employees of Neales Waste Management up to a maximum sum represented by the transport rate charged for the particular consignment. We cannot accept liability in the event of a late collection or delivery.
- 6.5 The Customer shall be liable to pay demurrage for unreasonable detention of any vehicle or trailer at Neales Waste Management's current demurrage rates, unless otherwise agreed in writing. The statutory rights of the Carrier against any other person in respect thereof shall remain unaffected. Unreasonable detention is waiting time at the customer's premises, or further premises and sites nominated by the customer, other than mandatory driver resting time.

Neales Waste Management reserves the right to charge for demurrage at the following rates which are all exclusive of Value Added Tax at the applicable rate. These demurrage rates shall be applicable for vehicles after 1 hour for loading/unloading (and where the driver is delayed due to issues on customer's site):

Articulated lorry loads – £75.00 per hour

26 tonne vehicle - £60 per hour

Van - £35 per hour

Demurrage means the charge payable by the Customer and stated as such in our published Terms and Conditions. The Demurrage Charge is calculated in bands of 60 minutes or part thereof that Neales Waste Management or its Carriers wait in addition to the additional 1 hour. Whether Neales Waste Management or its Carrier waits is at its operational discretion.

Demurrage will not apply if charges are levied for onsite work by the driver and charged by time on-site.

7.0 VALIDITY

7.1 If any condition or any part of any condition is held by any court or competent authority to be void or unenforceable, in whole or in part, these Terms and Conditions will continue to be valid as to all other provisions and the remainder of the provision.

7.2 These terms and conditions may be updated from time to time. The latest version will be posted on www.neales-waste.co.uk and will be valid at the time of posting.

8.0 WAIVER

8.1 No waiver or forbearance by Neales Waste Management or the Customer whether express or implied in enforcing any of its rights under these Conditions will prejudice its rights to do so in future.

9.0 JURISDICTION

9.1 These Terms and Conditions and the Contract shall be governed by the laws of England and any dispute shall be subject to the exclusive jurisdiction of the English courts.

10.0 ANTI-BRIBERY, MODERN SLAVERY, COMPETITION AND DATA PROTECTION

10.1 The Customer shall comply and use reasonable endeavours to ensure all persons associated with the Customer (as defined by section 8 the Bribery Act 2010) comply with all applicable anti-bribery and anti-corruption legislation in the Relevant Jurisdiction including without limitation the UK Bribery Act 2010 and the ROI Criminal Justice (Corruption Offences) Act 2018 (the Bribery Acts). The Customer shall maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Acts, to ensure compliance with all anti-bribery and anticorruption legislation in the Relevant Jurisdiction.

10.2 The Customer shall, where obliged to do so by law, comply with the provisions of the UK Modern Slavery Act 2015 (the MSA) and shall use all reasonable endeavours to ensure its supply chain is slavery free and assist Neales Waste Management in its compliance with the MSA.