



Standard Conditions of Supply – Rev. August 2011

1.0 GENERAL

- 1.1 These conditions apply to all agreements for the supply of services by Blue Castle Business Services Ltd, Licensed by the Environment Agency Anglia Region Northern Area. Registration Number ANL/516354/CB (Blue Castle Business Services Ltd) and supersede any previous terms and conditions. No additions or modifications to our terms inconsistent with these conditions shall be binding upon Blue Castle Business Services Ltd unless specifically agreed by Blue Castle Business Services Ltd.
- 1.2 Blue Castle Business Services Ltd may require a credit application from the Customer and in processing the credit application the customer consents that Blue Castle Business Services Ltd may make any enquiries of credit reference agencies or other sources who may keep a record of Blue Castle Business Services Ltd enquiry and that Blue Castle Business Services Ltd may use any information obtained for the purpose of risk assessment, fraud prevention and occasional debt tracing.
- 1.3 The rights and obligations of the Customer under this agreement shall be personal and shall not be assignable without the express consent of Blue Castle Business Services Ltd.
- 1.4 The contract (Right of Third Parties) Act 1999 shall not apply to this agreement.

2.0 DURATION

- 2.1 The agreement shall commence on the Commencement date and shall continue unless terminated in accordance with this agreement.
- 2.2 The service shall commence with effect from the date agreed between both parties.
- 2.3 Unless otherwise stated in this agreement during the period of the agreement the Customer shall not obtain the service or services substantially similar from any third party.

3.0 PAYMENT TERMS

- 3.1 The Charge will be calculated as stated overleaf. The amounts stated are exclusive of VAT and the customer shall pay all sums in respect of VAT in accordance with the invoice for the service. Blue Castle will ensure that each invoice for the service includes all adequate details of the VAT charged.
- 3.2 Where the company has not agreed to extend credit facilities to the Customer, the Invoice or charge shall be due for payment at least one working day prior to the commencement of the hire or the services, and in any event before the hire or services commence.
- 3.3 All payments for the service shall be due and payable strictly within 30 days of the date of invoice for the service. As a new customer to Blue Castle Business Services Ltd the first hire, purchase or service must be paid in full at least one working day prior to the commencement / delivery. All payments made by the customer under this agreement shall be made in full without any set-off or counter-claim whatever and the time of payment shall be of the essence of this agreement.
- 3.4 Any sums which are not paid by the due date shall attract interest on a daily basis of 4% per annum above the base lending rate for the time being of Lloyds TSB Bank. Without prejudice to Blue Castle other rights in respect thereof, if the Customer defaults in payment by the due date of any amount invoiced for the service. Blue Castle shall be entitled to withhold further performance of this agreement until all arrears have been discharged by the Customer.
- 3.5 The customer shall dispute any invoice in writing within 14 days of receipt of that invoice.
- 3.6 The Customer shall not be entitled to dispute any payment made. The Customer agrees that Blue Castle Business Services Ltd records will be proof of the service provided.
- 3.7 Without prejudice to any other rights of Blue Castle Business Services Ltd if there is or there arises reason to doubt that amounts due from the Customer will be paid in full then Blue Castle Business Services Ltd reserves the right to require payment in advance before commencing or continuing the service, or at its sole discretion may terminate this agreement forthwith.

4.0 PRICE

- 4.1 Blue Castle Business Services Ltd shall have the right to increase the charge at any time to take into account the variation in Blue Castle Business Services Ltd costs including (but not limited to) wages, disposal costs, administration costs, cost of materials and equipment, fuel costs, taxes, duties and cost of compliance legislation. Blue Castle Business Services Ltd shall endeavour to give the customer not less than one calendar months notice of any variation of charge under this clause but notwithstanding this the customer shall be liable to pay any increase from the date specified in the notice.
- 4.2 Where the charge per lift is based on assumed weight Blue Castle Business Services Ltd may revise the assumed weight (and consequently and proportionately the charge per lift) at any time if Blue Castle Business Services Ltd reasonably believes the actual weight per collection is less than or greater than the assumed weight.
- 4.3 Blue Castle Business Services Ltd may charge and the Customer shall pay to Blue Castle Business Services Ltd the EA Charge. Blue Castle Business Services Ltd shall endeavour to give one month's notice to the customer of the EA charge but notwithstanding this the Customer shall be liable to pay the EA charge within 30 days of the date of invoice.

5.0 DELIVERY ACCESS UNLOADING AND RETURN

- 5.1 The Equipment shall be delivered to the collection site in the quantity specified overleaf.
- 5.2 The Customer shall provide suitable access to the collection site, a suitable area for siting the equipment and suitable facilities for turning the vehicle around.

5.3 The driver in his absolute discretion may refuse delivery if he believes that the access to the collection site is or turning facilities are unsafe or likely to cause damage to the vehicle or if there is any reason to believe that the proposed area for siting the equipment is unsuitable.

5.4 Subject to clause 9.2 the customer shall be responsible for the safety of the person including the employees and agents of Blue Castle Business Services Ltd whilst on or about the collection site.

6.0 PERFORMANCE DATES AND FORCE MAJEURE

6.1 Blue Castle Business Services Ltd will use reasonable endeavours to meet the dates for collection (which shall always be working days unless expressly agreed otherwise between Blue Castle Business Services Ltd and the Customer) set out overleaf but shall not be liable for late performance or delay in performance of the service and delays shall not entitle the Customer to rescind the agreement.

6.2 Without prejudice to the generality of clause 6.1 Blue Castle Business Services Ltd shall have no liability for any delay or default in the provision of the service caused directly or indirectly by breakdown or unavailability of the equipment or vehicles inability to obtain labour or any other causes beyond Blue Castle reasonable control, including but not limited to; acts of God, fire, explosion, accident, civil commotion or industrial dispute.

7.0 CHANGES IN CUSTOMER REQUIREMENTS

7.1 If the Customer's requirements for the services change at any time, Blue Castle Business Services Ltd shall, subject to clause 7.2 implement such changes as are agreed between the Customer and Blue Castle Business Services Ltd.

7.2 Blue Castle Business Services Ltd and the Customer shall join in making such written amendments to this agreement (which, for the avoidance of doubt includes the Charge) and in executing such replacement Transfer Note as may be necessary to give effect to any changes agreed under this clause 7.0.

8. RISK

8.1 Risk of any loss or damage to the equipment shall pass to and remain with the Customer from the time when the equipment first arrives at the collection site, except where loss or damage arises from the negligence or wilful default of Blue Castle Business Services Ltd, its employees, agents or sub-contractors.

9 TERMS AND REPRESENTATIONS

9.1 These clauses set out in the Customer's rights in respect of any loss or damage caused by the provision of the service or any statements made by Blue Castle Business Services Ltd, its employees or agents. Customers are advised to read these provisions carefully and check they are covered by insurance against any loss or damage that they may sustain in respect of which the potential liability of Blue Castle Business Services Ltd is or may be restricted or excluded hereunder.

9.2 The Equipment shall be deemed to be in good working order and condition and fit for the Customers purpose (save for defects not discoverable by a reasonable examination) except to the extent that the Customer has notified Blue Castle Business Services Ltd to the contrary within three working days of the acceptance of the equipment at the collection site.

10 EMPTYING REPLACEMENT AND REMOVAL

10.1 The Customer shall at all times ensure Blue Castle Business Services Ltd, its employees or agents have access to the equipment to empty or replace it and on the termination of this agreement to remove it from the collection site.

10.2 All waste deposited in the equipment shall become the property of Blue Castle Business Services Ltd from the time when Blue Castle Business Services Ltd empties or replaces the equipment provided that this clause shall not absolve the Customer from any liability or responsibility in relation to the waste.

11 EQUIPMENT

11.1 The Customer will conform to any statutory enactments and regulations and bye-laws of local or other statutory authorities which apply to the equipment.

11.2 The Customer shall ensure no overloading or overfilling of the equipment, setting fire to the contents of the equipment, or interference with the mechanism of the equipment, or addition or attachment to the equipment such as painting, signage, lettering or advertising.

11.3 All equipment provided shall remain the property of Blue Castle Business Services Ltd and the Customer will have no rights in the equipment other than as a mere bailee. The equipment must only be used by and must be kept at the collection site. The Customer shall have no right of lien over the equipment.

11.4 The Customer has agreed that the equipment is suitable to contain and transport the waste in the quantities specified. Blue Castle Business Services Ltd relies on the Customers advice as to the quantity and weight of the waste involved in the provision of the service.

12 WASTE

12.1 The customer and Blue Castle Business Services Ltd shall each sign a new Transfer note.

12.2 Without prejudice to clause 12.3 at any time where there is a change in any of the details set out in sections 2 and 3 overleaf or on any Transfer note; and/or

12.3 The Customer warrants that the details relating to the waste (including, for the avoidance of doubt, those relating to weight and compatibility) contained overleaf or in any Transfer Note are and will be true and complete. Blue Castle Business Services Ltd relies on those details in the provision of service. Blue Castle Business Services Ltd shall be entitled to take samples of the materials placed in the equipment to satisfy itself that the description is accurate prior to collection and disposal. Such right under no circumstance shall relieve the Customer of its obligations to describe the waste accurately.

12.4 The Customer may not place or cause to be placed in the equipment any material other than that waste described overleaf or, if such has been signed to the Transfer note.

12.5 Without prejudice to the generality of the provisions at this clause 12.0, Blue Castle Business Services Ltd will be entitled to refuse to deal with any material which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous or the handling of which may cause Blue Castle Business Services Ltd to incur civil or criminal liability, or which it has reason to believe is or may be a Special Waste, or the disposal of which may involve Blue Castle Business Services Ltd in additional expense or an unreasonable amount of extra work.

13 NAME PLATES

13.1 The Customer shall ensure no removal, defacement or concealment of any name plate or mark indicating that it is the property of Blue Castle Business Services Ltd or its subcontractors and Blue Castle Business Services Ltd or its sub-contractors shall have access to inspect or repair such name plates or marks.

14 DISPOSAL

14.1 Blue Castle Business Services Ltd will use all reasonable endeavours to satisfy itself that the disposal site at which the Customers waste is disposed of is operated in accordance with statutory requirements, where such disposal site is not operated by Blue Castle Business Services Ltd no liability whatsoever will be accepted for any third parties failure so to operate.

15 LIABILITIES OF THE CUSTOMER

15.1 During the agreement the Customer shall make good to Blue Castle Business Services Ltd all loss of or damage to the equipment {fair wear and tear accepted}

15.2 At the Customer request that the equipment be placed in a position which requires the vehicle to leave the public highway the Customer shall indemnify and hold Blue Castle Business Services Ltd or its sub-contractor harmless against any loss, costs, claims, damages or any expenses which Blue Castle Business Services Ltd may thereby incur whether as a result of damage to the vehicle, equipment, the property of the Customer or a third party damage to the road margin or pavements.

15.3 The Customer shall maintain insurance cover in respect of this indemnity and shall at the request of Blue Castle Business Services Ltd provide a copy as proof of maintaining such cover.

16 TERMINATION

16.1 If the Customer commits any breach of this agreement, Blue Castle Business Services Ltd, may in addition to its other rights in respect of thereof, give notice to the Customer to terminate this agreement immediately or, at the option of Blue Castle Business Services Ltd, after 21 days from the date of such notice if the Customer shall not have remedied the breach to Blue Castle Business Services Ltd satisfaction during that time.

16.2 If the Customer shall have a receiver, and administrator or administrative receiver appointed for the whole or any part its assets or if an order shall be made or a resolution passed for its winding up (unless this is for the purpose of ifs reconstruction or amalgamation) then this agreement shall terminate forthwith.

16.3 Either party may terminate the agreement by the service of notice, which must not be less than three months duration and not more that six months duration, must be expressed to expire on the date which is three months after any anniversary of the commencement date, and must be given in the manner as set out in clause 18.

16.4 If Blue Castle Business Services Ltd elects to terminate this agreement under clause 16.1 or the agreement is terminated under the clause 16.2. the Customer shall pay all charges accrued due and in addition shall pay to Blue Castle Business Services Ltd as liquidated damages (and the Customer acknowledges this to be a genuine pre-estimate of the likely loss which Blue Castle Business Services Ltd would incur in such event) for the period (the "damages period") from the date of such termination to the earliest date on which this agreement could validly be terminated by a notice given in accordance with clause 16.3, the following amount.

16.5 In the case of Customers for which Blue Castle Business Services Ltd collects waste on a scheduled collection day an amount equal to 41 % of the aggregate daily rental and collection charge which would have become payable in respect of the service during the damages period.

16.6 In the case of Customers for which Blue Castle Business Services Ltd collects waste on a scheduled collection day an amount equal to 41 % of the aggregate daily rental and collection charge which would have become payable in respect of the service during the damages period on the following assumptions.

16.7 Where the service has been provided for less than three months, that collections would have been made during the damages period at the expected frequency set out overleaf, or

16.8 Where the service has been provided for more than three months, that collections would have been made during the damages period at the greater of (1) the expected frequency or (2) at the same average rate as during the three months immediately preceding the termination date.

16.9 Termination of this agreement shall be without prejudice to any rights or liabilities of either party which may have accrued to that date.

17 AMENDMENT

17.1 Blue Castle Business Services Ltd reserve the right to amend this agreement as it considers necessary to comply with statutory requirements from time to time or any change in legislation governing the collection, Transport and disposal of waste and will notify any such amendment to the Customer as soon as practicable.

18 NOTICES

18.1 Any proposal, acceptance, agreement, authority, permission or notice referred to this agreement shall be:

18.2 In writing and

18.3 given to the party for whom it is intended at the address for that party as set out in this agreement or such address as notified to the other party for that purpose, and

18.4 given by post, facsimile or email and shall be deemed to have been received two working days after the date of posting or one working day after the date of facsimile transmission or email as the case may be.

19 GOVERNING LAW

19.1 This agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

19.2 Any reference to any act of Parliament, regulation or order shall include any re-enactment, amendment, replacement or modification thereof.

20 FORBEARANCE

20.1 No time indulgence or relaxation on the part of Blue Castle Business Services Ltd shown or granted in respect of any of the provisions of this agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of Blue Castle Business Services Ltd under this agreement or operate as or be a waiver of any breach by the Customer of the terms of this agreement.

21 DEFINITIONS

In these conditions the following words and expressions shall have the following meanings: "assumed weight" means the assumed weight further particulars of which are set out in section 2 overleaf "charge" means the total amount payable for the service in respect of the collection charge, daily rental and delivery charge. "charge per lift" means the amount per lift or collection of waste set out overleaf as increased from time to time pursuant to clause 4 "charge per tonne" means the amount per tonne of waste collected in any lift set out overleaf as increased from time to time pursuant to clause 4. "Collection charge" means for invoice type 1, the charge per lift and for invoice type 2 to 4 the charge per lift plus the charge per tonne. "collection site" means the site or sites further particulars of which are set out overleaf "commencement date" means the date on which both parties sign overleaf "Customer" means person, business or company detailed in contract, "daily rental" means the daily amount set out overleaf as increased from time to time pursuant to clause 4 "delivery charge" means the amount set out overleaf. "Disposal site" means the site or sites further particulars are set out overleaf. "EA Charge" means the Environmental Administration charge levied by Blue Castle Business Services Ltd from time to time in accordance with this agreement. "equipment" means each and every item of waste disposal equipment hired out by Blue Castle Business Services Ltd to the Customer including containers "expected frequency" means the frequency slated overleaf being (in the case where scheduled collections day(s) is/are not set out overleaf) the customer's expectation of the frequency at which it will require the collection of waste "relevant legislation" means any statute, EUROPEAN COMMUNITY DIRECTIVE or the requirements of any government department, local authority or other public or competent authority and guidelines contained in governments waste management papers and codes of practice issued by the government for the waste disposal industry and which are relevant to the parties obligation under this agreement "service" means the provisions of the equipment and a Transfer Note (or any other document required for the lawful storage, collection, transportation and disposal of waste) collection of waste, transport of waste and disposal of waste for any part as agreed by Blue Castle Business Services Ltd and the Customer "special waste" means a special waste as defined in the Special Waste regulations 1996. "Transfer Note" means the current controlled waste description and transfer note pursuant to the provisions of the Environmental Protection Act 1990 and regulations which relates to the waste covered by this agreement "Vehicle" means each and every vehicle owned or operated by Blue Castle Business Services Ltd, its agents or subcontractors which visits any collection site to deliver, employ, replace or remove any equipment. "waste" means the waste further particulars are set out overleaf "working day" means a day (excluding Saturday and days where local holidays do not coincide with public Bank Holidays) on which Banks in London are open for general business.