



Hunter Waste
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Hunter Waste - Terms and Conditions

Clause	Clause Content
1	Supply of Containers and Services
1.1	Hunter Waste shall provide the Containers and Services to the Customer in consideration of the Charges, subject to these Conditions to the exclusion of all other terms and conditions. No terms and conditions of the Customer shall form part of the Contract.
1.2	Hunter Waste may at any time without notifying the Customer make any changes to the Containers or the Services or the manner in which they are provided to the Customer where it is required to do so in order to comply with any relevant or applicable statutory or regulatory requirements or which do not materially affect the nature or quality of the Service.
1.3	Hunter Waste may correct any typographical or other errors or omissions in any brochure, quotation, advertisement, catalogue or other document relating to the provision of the Containers or Services without any liability to the Customer and such documents shall not form part of the Contract.
1.4	Each signed Customer Service Agreement or acceptance of a quotation for Container hire or Services by a Customer will be an offer to hire Containers and purchase the Services subject to these Conditions.
2	Customer's Obligations
2.1	Unless otherwise agreed in writing by Hunter Waste, the Customer warrants that it has complied with and will continue to comply with every obligation imposed by law (including without limitation any obligation imposed by any statute, statutory instrument or regulation), upon it in relation to the Waste including without limitation;

- 2.1.1** The statutory duty of care imposed by the EPA and the Environmental Protection (Duty of Care) Regulations 1991;
 - 2.1.2** The Hazardous Waste Regulations 2005;
 - 2.1.3** The Carriage of Dangerous Goods by Road Regulations 1996;
 - 2.1.4** The Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 2004;
 - 2.1.5** The Waste (England and Wales) Regulations 2011;
 - 2.1.6** Any other relevant legislation; and
 - 2.1.7** To comply with the duties imposed by virtue of the Health and Safety at Work etc Act 1974 and the Control of Substances Hazardous to Health Regulations 2002.
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- 2.2** Hunter Waste shall have exclusive right during the Contract Period to supply Containers and Services for all of the Waste described which is in the possession or control of the Customer or the safe disposal of which is the responsibility of the Customer provided that this sub clause 3.2 shall only apply if Hunter Waste may deal with it under the terms of a waste management licence environmental permit or other consent under the EPA owned by Hunter Waste or its sub-contractor.
 - 2.3** The Customer shall not allow or permit any third party to empty or move any Containers unless specifically authorised by Hunter Waste to do so.
 - 2.4** Where Hunter Waste is to collect the Waste, deliver or empty a Container or remove a container from a Customer site (as relevant), the Customer shall ensure that Hunter Waste has unobstructed vehicular access to the site on which the Container is located, and shall ensure that the Waste and Container are safely and reasonably accessible by Hunter Waste personnel and vehicle for the purpose of collection. Hunter Waste accepts no liability for damage caused to any Customer property, surfaces, driveways, drainage or other services over which access is required as part of the supply of Services.

2.5 Hunter Waste shall be entitled to levy a waiting time charge at the rate of £10 per hour or part thereof if any vehicle of Hunter Waste has to wait at the site on which the Waste is stored in excess of 15 minutes beyond the normal timescale for collection stated overleaf such levy representing a genuine pre-estimate of costs incurred by Hunter Waste as a result of not being able to collect a Container at the time agreed with the Customer.

3 Responsibility for the Container

3.1 All Containers shall remain the property of Hunter Waste.

3.2 The Customer shall be responsible for providing and maintaining insurance to the reasonable satisfaction of Hunter Waste in respect of all Containers supplied to it by Hunter Waste. The Customer shall supply on request to Hunter Waste a copy of the insurance policy and a receipt for the current insurance premium.

3.3 No Containers shall be sited on a public footpath.

3.4 The Customer shall only use Containers in accordance with the written instructions of Hunter Waste and in particular:

3.4.1 The Customer shall not allow any material to be burned or fire started in any Container;

3.4.2 The Customer shall comply with all requirements of Hunter Waste as to the packing of any Containers to be collected by Hunter Waste;

3.4.3 The Customer shall only place in any such Containers materials that form part of the Waste;

3.4.4 Any damage caused by the Customer or third party through misuse or neglect will result in any costs incurred by Hunter Waste in the repair of the Containers being charged to the Customer;

3.4.5 Any loss of a container, by theft or otherwise, will result in cost of a replacement container being charged to the Customer; and

3.4.6 The Customer shall immediately return the Containers at Hunter Waste's request.

4 Containers and Waste Collection

- 4.1** Containers supplied under the Contract shall be suitable for containing and transporting Waste, and the Customer shall indemnify Hunter Waste against all actions, costs, expenses, damages, penalties, fines and other liabilities brought against or suffered by Hunter Waste which may arise from the Customer or any third party placing materials other than Waste in the Containers.
- 4.2** Hunter Waste shall have no obligation to collect any Waste other than that which is contained in a Container. Hunter Waste reserves the right to recoup all additional costs incurred by it through the collection and disposal of any Waste located outside of the Container including but not limited to any handling, disposal and transportation costs and the Customer agrees to pay such additional costs on demand,
- 4.3** Where the Waste is placed in drums, containers or packages which have not been supplied by Hunter Waste, the Customer shall ensure that;
- 4.3.1** They are clearly labelled in accordance with and as appropriate to all applicable laws, regulations and codes of practice;
- 4.3.2** They are appropriate for holding the Waste in accordance with all applicable laws, regulations and codes of practice; and
- 4.3.3** They are filled, packaged and sealed in accordance with all applicable laws, regulations and codes of practice.
- 4.4** If in the opinion of Hunter Waste the Customer has breached the terms of 9.3, the Company may:
- 4.5.1** Refuse to collect or accept the Waste; or
- 4.5.2** Require the Customer at its own cost to remove the Waste from its premises.
- 4.6** The Customer shall not allow any other third party contractors to site waste containers on the Customer's premises for the duration of the Contract Period without the express written permission of Hunter Waste.
- 4.7** If additional waste collection services are required at the Customer's premises the Customer shall give Hunter Waste a right of first refusal to provide these services prior to engaging a third party.

4.8 The Customer shall further indemnify and keep indemnified Hunter Waste from all and any costs, claims, expenses, charges, damages, penalties and fines and other liabilities arising directly or indirectly as a result of the Customer's failure to correctly identify the nature of the Waste to be disposed of, collected or otherwise dealt with under the Contract.

5 Duration and Termination

5.1 The Contract shall commence on the Contract Date and shall continue until terminated by either party in accordance with these Conditions.

5.2 Subject to any early termination provisions contained in these Conditions, either party may terminate this agreement after the expiry of the Initial Period by notice in writing which must be of not less than 3 months duration and not more than 6 months duration, must be expressed to expire on the date which is 3 months after expiry of the Initial Period or any subsequent anniversary of the Contract Date and in order to be effective, such notice must be given in the manner set out in Clause 14.2

5.3 In the event that the Contract is terminated for breach on the part of the Customer or by the Customer other than in accordance with clause 10.1., then without prejudice to any other rights or remedies that Hunter Waste shall have, the Customer shall immediately pay Hunter Waste any liquidated damages payable from the date of such termination to the earliest date on which this agreement could validly be terminated by notice given in accordance with Clause 10.1, the following amounts (such amounts representing a genuine pre-estimate of loss suffered by Hunter Waste as a result of the Contract being terminated early).

5.3.1 The balance of the Charges due and payable by the Customer to the date of termination together with any outstanding invoices; and

5.3.2 65% of the amount of the Charges that would have been payable for the period from the date of termination until the earliest date on which the Customer could have terminated the Contract in accordance with clause 10.1. For "On Demand" Services, this charge will be based on the average Services supplied over the previous 13 weeks.

5.4 Hunter Waste shall be entitled forthwith to terminate the Contract if;

5.4.1 The Customer commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days; or;

- 5.4.2** The Customer ceases or threatens to cease to carry on business; or
- 5.4.3** The Customer becomes insolvent or goes into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation and in such manner that Hunter Waste resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the Customer under this Contract) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets, or if the Customer makes an assignment for the benefit of or composition with its creditors generally, or threatens to do any of these things or if any similar event in any jurisdiction affects the Customer.

6 Charges

- 6.1** Subject to any special terms agreed, the Customer shall pay the Initial Payment and subsequent Charges in accordance with the intervals set out in Section 1(d) of the Customer Service Agreement and these Conditions.
- 6.2** If the weight of the Containers exceeds the 'Max Bin Weight' shown, Hunter Waste reserves the right to recoup all additional costs incurred by it through the collection and disposal of any such Container(s) including but not limited to any handling, disposal and transportation costs and the Customer agrees to pay such additional costs on demand,
- 6.3** In the event that the Container cannot be lifted by Hunter Waste vehicle then any additional costs associated with the Services will also be charged to the Customer and be payable on demand.
- 6.4** Hunter Waste shall, and is entitled to charge for any Services which it is unable to carry out due to:
- 6.4.1** A public holiday in the United Kingdom; or
- 6.4.2** It not being able to gain access at the Customer's premises; or
- 6.4.3** The Customer's premises being closed; or
- 6.4.4** The Customer or Hunter Waste being in a shutdown period.

- 6.5** Hunter Waste may, on giving notice in writing to the Customer, increase the Charges to reflect any increase in cost to Hunter Waste which is due to any factor beyond the control of Hunter Waste (such as, without limitation, changes in legislation, alteration of taxation or duties and significant increases in the cost of labour or fuel) and such additional charges shall be payable by the Customer from 14 days after the date of Hunter Waste's notice.
- 6.6** Hunter Waste has the right to increase its charges on any anniversary of the Contract Date and shall communicate any increase to the Customer in writing, not less than 14 days prior to the date on which the increase in charges is due to become effective.
- 6.7** The Customer shall pay all invoices issued to it by Hunter Waste by the due date in accordance with Section 1(d) of Customer Service Agreement. Initial Payments and any additional charges including for early contract termination, excessive weight, damage to or loss of container and waiting time shall be payable on demand. "In advance" shall mean payment is due, before a service period (annually/six monthly/quarterly) is due to commence.
- 6.8** Time of payment of the Charges shall be of the essence of the Contract.
- 6.9** If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Hunter Waste, Hunter Waste shall be entitled to;
- 6.9.1** Charge the Customer interest on the amount unpaid at the rate of 4% per annum above Bank of England base rate from time to time, until payment is made (a part of a month being treated as a full month for the purpose of calculating interest);
- 6.9.2** Suspend any further collections of Waste or refuse to take delivery of any further consignments of Waste; or
- 6.9.3** Go onto the Customer's site or such other premises upon which the Containers are located and remove them from those sites
- 6.10** No payment shall be deemed received until Hunter Waste has received cleared funds and payments shall be made in full not by way of set-off or otherwise.

7.1 Any times/dates quoted for the collection or acceptance of Waste and delivery of the Goods or Services are approximate only and time of collection or acceptance shall not be of the essence of the Contract unless previously agreed in writing by Hunter Waste. The Waste may be collected in advance of or after the stated collection times upon giving reasonable notice to the Customer.

8 Warranty

8.1 Hunter Waste warrants to the Customer that the Services will be provided using reasonable care and skill and as far as reasonably possible, in accordance with the terms set out in the Contract Summary.

8.2 Hunter Waste warrants that the Containers will be of satisfactory quality but that all Containers are provided to the Customer on an “as seen” basis and the Customer acknowledges and agrees that;

8.2.1 It has made all reasonable enquiries that the Containers are suitable for the purposes for which the Customer intends to use them.

8.3 Except in respect of death or personal injury caused by Hunter Waste's negligence, or as expressly provided in these Conditions, Hunter Waste shall not be liable to the Customer by reason of any representation, statement (unless fraudulent) or any implied warranty, condition or other term or any duty at common law, or under the express terms of the Contract, for any direct, indirect, or special loss or Consequential Loss, damage, costs, expenses or other claims (whether caused by the negligence of Hunter Waste, its servants or agents or otherwise), which arise out of or in connection with;

8.3.1 The provision of the Services of the Containers;

8.3.2 Any delay in delivery of the Containers or carrying out any Services arising due to the Customer's act or omissions; or

8.3.3 Loss or damage to property or equipment of the Customer, or its customers, or any third party.

8.4 In any event, the entire liability of Hunter Waste under or in connection with the Contract shall not exceed the amount of the Charges paid by the Customer.

8.5 Hunter Waste shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Hunter Waste's obligations in relation to the Services, if the delay or failure was due to any cause beyond Hunter Waste's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Hunter Waste's reasonable control;

8.5.1 Act of God, explosion, flood, adverse weather conditions, fire or accident;

8.5.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.5.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.5.4 Import or export regulations or embargoes;

8.5.5 Strikes, lock outs or other industrial actions or trade disputes (whether involving employees of Hunter Waste or a third party);

8.5.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.5.7 Power failure; break down in machinery, or operational difficulties relating to machinery.

8.6 The Customer acknowledges that it has not relied on any statement, promise or representation of Hunter Waste which is not set out in the Contract. Nothing in these Conditions shall exclude or limit Hunter Waste's liability for fraudulent misrepresentation.

9 General

9.1 Hunter Waste shall be entitled to perform any of the obligations undertaken by it and exercise any of the rights, granted to it under this Contract through any other Company which at the relevant time is its holding company or subsidiary (as defined by section 1159 Companies Act 2006, as amended) or the subsidiary of any such holding Company, and any act or omission of any such Company shall for the purposes of this Contract be deemed to be the act or omission of Hunter Waste.

- 9.2** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business as stipulated within the Contract document at the relevant time, have been notified pursuant to this provision to the party giving the notice.
- 9.3** No waiver by Hunter Waste of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.4** If any provision in these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be effected.
- 9.5** The Contract shall be governed by the laws of England and Wales and the Customer agrees to submit to the exclusive jurisdiction of the English courts.
- 9.6** Hunter Waste may assign the Contract and the rights and obligations thereunder. The Customer shall not be able to assign its rights or obligations under the Contract without the prior written consent of Hunter Waste.
- 9.7** The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not party to it.
- 9.8** Any changes or additions to the Customer Services Agreement other than any price increases made in accordance with conditions 11.5 and/or 11.6 must be agreed in writing between the authorised representatives of Hunter Waste and the Customer.
- 9.9** Hunter Waste reserves the right to amend these Conditions on no less than 14 days' notice to the Customer.

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Dated: June 8, 2020