TERMS AND CONDITIONS
FOR THE PROVISION OF SERVICES FOR THE TREATMENT AND DISPOSAL OF WASTE AND RECYCLING

1.0 Definitions

1.1 Unless the context otherwise requires, the following words have the following meanings:

" Approved Sample"	The sample of waste received by the Company from the Customer the contents of which is defined in the Waste Declaration Document and is accepted by the Company as being in accordance with its description and suitable for processing at the Company's waste treatment facility;
"Company"	Robert Hopkins & Son Ltd. Robert Hopkins Environmental Services Ltd., Bullock Street, West Bromwich, West Midlands. B70 7HE;
"Consignment Note"	a note required by Part 6 (Movement of Hazardous Waste) of the Hazardous Waste England and Wales) Regulations 2005;
"Defined Waste"	that waste described in the Waste Declaration Document and accepted by the Company for treatment;
"Duty of Care"	the duty of care for the disposal of waste set out in s34 of the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care Regulations) 1991;
"Extraneous Matter"	any matter whatsoever which is not part of the Defined Waste;
"Hazardous Waste"	has the meaning given by Regulation 6 of the Hazardous Waste (England and Wales) Regulations 2005;
"Law"	any applicable legislation, EU regulation or directive having direct effect, or provision of common law, in each case having the force of law and any change to it then in force;
"The List of Wastes"	that list of wastes published in The List of Waste (England) Regulations 2005;
"Notification"	the notification of premises made to the Environment Agency as required by the Hazardous Waste (England and Wales) Regulations 2005;
"Notification Period"	the period of twelve months during which the Notification is effective;
"Registered Carrier"	a waste carrier who is registered under the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations1991;
"Registered Exemption"	a waste carrier who has a registered exemption under the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991;
"Service"	the treatment and disposal of waste oil, oil sludge and oil contaminated solids;
"Waste Description"	the description of the waste given by the customer and set out in the Waste Declaration Document and as given in Part B of the Consignment Note;
"Waste Declaration Document"	a form provided by the Company for completion by the Customer prior to quotation and acceptance of waste;
"Waste Transfer Note"	the waste transfer note completed by the customer and transferred to the Company as required by the Environmental Protection Act (Duty of Care) Regulations 1991.

1.2 In these Terms and Conditions, unless the context otherwise requires:

i) words in the singular include the plural and vice versa;

ii) a reference to a statute or statutory provision includes any subordinate legislation made under it, any repealed statute or statutory provision which it re-enacts (with or without modification), any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

iii) the headings are for convenience only and shall not affect the interpretation of the terms and conditions.

2.0 Samples of Waste

2.1 Waste will not be accepted for processing unless the Customer has first supplied a sample of it and a completed Waste Declaration Document to the Company and it has been analysed and approved for treatment by the Company's Waste Reception Supervisor.

2.2 Each sample presented for approval must be representative of the whole of the contents of the container to which it relates.

2.3 Samples must be presented in clean containers free from contamination with Extraneous Matter.

2.4 Sample containers must be securely fastened, labelled with the Customer's name, the producer's name (if the producer of the waste is not the Customer), the name or Waste Description of the contents and date of sampling.

2.5 Sample containers must be of a design and material of manufacture suitable for the contents.

2.6 Sample containers should not be overfilled but should allow space for expansion of the contents.

3.0 Budget Quotation

3.1 If it is impossible to obtain a sample of the waste in situ the Company may at its sole discretion provide a budget quotation based upon the Customer's description of the waste or Waste Description.

3.2 If the waste received varies significantly from that description for which a budget quotation was given the Company may refuse to accept the waste or if permitted by Law to accept the waste may adjust the disposal price according to the revised description.

3.3 In relation to 3.2 above a significant variation includes a variation in quantity, state or constituents.

4.0 Waste Reception

4.1 Vehicles delivering waste to the Company's site must report to the site office immediately upon arrival.

4.2 Drivers must adhere to all of the Company's on-site health and safety procedures and must not proceed to off-loading points until directed to do so by the Company's Waste Reception Supervisor.

4.3 A fully and correctly completed Waste Transfer Note and where the waste is Hazardous Waste a fully and correctly completed Consignment Note must accompany waste.

4.4 It is the Customer's responsibility to ensure that the waste is fully and correctly described notwithstanding any analysis that has or may have been undertaken by the Company's chemist and the Company accepts no liability for the Waste Description or for any description of the waste or for any errors or omissions contained therein.

4.5 Where waste is to be collected from premises other than the Customer's premises and has been removed must be the subject of a Notification and the date of the removal of such waste from the premises must be within the Notification Period.

4.6 All waste must be booked into the site by 16.00 hours on the preceding day.

4.7 Waste containers must be secure and safe to travel in accordance with Law.

4.8 Waste containers must be of a suitable design and construction, including materials of construction, for the waste contained

4.9 Liquids must not be placed in clip-top drums.

4.10 Solids must not be placed in bung top drums.

4.11 Waste materials that may be solid at low temperature and liquid at high temperature must be transported in containers that are suitable in accordance with the ambient temperature at the time of shipment.

4.12 Bulk waste will be sampled prior to offloading and the Company may reject waste that does not correspond with the Approved Sample and Waste Declaration Document.

4.13 Containerised waste will be offloaded and quarantined for 24 hours during which time it shall be sampled and the Company may reject all or any part of the waste which does not correspond with the Approved Sample and Waste Declaration Document.

4.14 Rejected waste shall be returned to the Customer at the Customer's expense.

4.15 Oils and sludges must be free from pesticides, polychlorinated biphenyls or other chlorinated organic or inorganic chemicals, Red List substances, bricks, rags and other debris that could damage pumping equipment unless by specific prior written agreement with the Company.

4.16 The quantity of waste delivered must be in accordance with accompanying documentation and Waste Declaration Document.

4.17 That waste received which is in excess of the quantity declared on the accompanying documentation and the Waste Declaration Document may be returned to the Customer at the Customer's expense.

4.18 Where permitted by Law the Company may at its sole discretion accept waste received in excess of the quantity declared on the accompanying documentation and Waste Declaration Document and shall make and the Customer shall pay additional pro rata charges accordingly.

4.19 Demurrage will not be paid except on a pre-arranged basis.

5.0 Waste Ownership

5.1 The Customer warrants that it is the owner of the waste.

5.2 Title to waste that is in accordance with its description and prior approved sample shall pass to the Company upon acceptance at its processing site.

5.3 Title to, risk of loss and liability for any waste that is not in accordance with its Waste Description and Approved Sample or is in excess of that declared on accompanying documentation shall remain with the Customer and the Customer shall indemnify the Company against all costs and expenses connected with the delivery, temporary storage and return of such waste.

5.4 The Customer shall comply with all record keeping obligations under the Duty of Care and Law and shall provide to the Company a true copy of such record upon demand.

6.0 Subcontractors

6.1 At the request of the Customer the Company may arrange for transportation of the waste from the Customer's premises to the Company's site.

7.0 Prices and Payment

7.1 Subject to any special terms agreed in writing between the Company and the Customer the Company may invoice the Customer at any time after receipt and acceptance of the waste.

7.2 All payments to the Company shall be made against the Company's invoices and shall be made within 30 days following receipt of the invoice by the Customer.

7.3 The Customer shall make payment in full and shall not set-off any payment against any other sums claimed.

7.4 If you dispute all or any part of an invoice then you must:

i) Inform us in writing within 14 days of the due date for payment of the amount that is disputed and the reason for the dispute.

ii) Sent your letter to us at Robert Hopkins & Son Ltd., Bullock Street, West Bromwich, West Midlands. B70 7HE and enclose all documentation and other information that we will need in order to consider your claim.

iii) Pay any undisputed part of the invoice.

7.5 All prices are exclusive of Value Added Tax which shall be charged by the Company, and the Customer shall pay at the appropriate rate

8.0 Liability and Indemnity

8.1 The Company does not accept liability for any loss or damage to any property of the Customer or property otherwise under the control of the Customer.

8.2 Without prejudice to any other rights or remedies available to the Company the Customer shall fully indemnify the Company against all losses and costs arising from:

a) any breach of the Customers obligations set out in these terms;

b) any act or default of the Customer;

c) any breach of Law by the Customer

8.3 The Company does not accept liability for the acts, defaults or omissions of its subcontractors.

9.0 Force Majeure

9.1 The Company shall not be deemed to be in breach of contract, or be otherwise liable to the Customer by reason of any delay in performance of Service or non-performance of Service under these Terms to the extent that such delay or non-performance is due to any cause beyond its reasonable control including but not limited to the acts, defaults or omissions of suppliers or sub-contractors or strike, lock-out or other form of industrial action.

10.0 Suspension of Services

10.1 The Company may suspend receiving waste from the Customer at any time if it has reasonable cause to believe that the Customer is unable to meet his obligations under these Terms and Conditions. Any suspension of service shall not affect the rights of the Company to payment.

11.0 General

12.1 These Terms and Conditions shall be governed and construed in accordance with the laws of England.