



## General Conditions

1. The quotation remains valid for 14 days only from its date. If acceptance is not received within that time, the quotation must be confirmed in writing.
2. Cawleys will deliver and install the equipment at the Customer's location, and will provide adequate collection emptying replacement service to Customer's order.
3. The equipment will remain the property of Cawleys, and the Customer will ensure that any writing and marks on it are not interfered with, amended or defaced.
4. The Customer will be responsible for all loss of, or damage to, the equipment while it is on location, other than loss or damage caused directly by Cawleys, or arising from fair wear and tear.
5. The Customer will be responsible for the safety of his own employees and all other persons entering upon his own premises and will indemnify Cawleys against all liabilities, demands and expenses arising out of the installation and use of equipment supplied under this agreement. Where the equipment supplied by Cawleys is placed on a highway, or other public place, the Customer shall be solely responsible for all the necessary measures for the protection and safety of the public and other persons in relation to the equipment, or as required by law, and the obligation of the Customer to indemnify Cawleys is deemed to be extended accordingly.
6. Cawleys does not except responsibility for the consequences of any events caused by weather, labour disputes, breakdowns or delays, or any other reasons beyond his control, or for the loss of any material equipment or other things placed amongst the waste for disposal, or for any consequential loss.
7. The Customer shall not:
  - (a) Overload the equipment, in the sense of volume weight or safe transport.
  - (b) Sub-let or permit to others the use of the equipment or the benefit of this Agreement
  - (c) Set fire to or otherwise attempt to destroy, treat, or process the contents of the equipment.
  - (d) Attempt to move the equipment from the site where it was installed by Cawleys.
8. The Customer hereby warrants that he is, and will remain for the currency of this agreement, adequately insured against all actions, proceedings, liabilities, claims, damages, costs and expenses arising from or in connection with, the location siting use and operation of the equipment, and that he will ensure that such siting use and operation do not contravene any Statute, Bye-Law, Order or Regulation having legal force, and that the location area and access ways to it are suitable for collection and delivery.
9. Upon termination of this Agreement for any reason, the Customer will give Cawleys unimpeded vehicular access to the equipment for the purpose of removing it.
10. Any variation to the terms of this Agreement will not be effective until confirmed by Cawleys in writing and signed by them.
11. No waste other than dry waste shall be placed by the Customer in the equipment, unless agreed in writing by Cawleys.
12. All waste removed from the Customer's premises under this agreement shall, immediately upon such removal, become the property of Cawleys. Nevertheless, Cawleys shall, if requested, provide such reasonable facilities as may be possible for a search for any valuable or lost property inadvertently included in the waste, provided that Cawleys shall have previously been indemnified against all costs occasioned by or arising in respect of the said search.
13. The waste for disposal must conform with the particulars and be of the type character and quantities specified over the page or as described in any subsequent Waste Transfer Note that has been accepted by Cawleys.
14. To ensure compliance with the Environmental Protection Act (1990) and unless otherwise instructed by the customer, Cawleys will automatically issue a renewal Annual Waste Transfer Note to run from 1st January each year. The Customer must complete the description of the waste then sign and return the Waste Transfer Note to Cawleys before the commencement of the period covered by the note. Completion of the Duty of Care Waste Transfer Note will automatically extend any contract for a further twelve months (see clause 21). In order to cover the costs of preparing and issuing the Waste Transfer Note, a nominal charge will be levied annually.
15. The Customer shall comply with all requirements of the government or any statutory local or public authority in relation to the service or to the use of any container by the customer. Particular attention must be applied to the Control of Pollution Act 1974, The Health and Safety Act 1974, The Control of Pollution (Special Waste) Regulations 1990 and the Environmental Protection Act 1990 (Duty of Care).
16. In all cases where the Customer requests or orders vehicles delivering or collecting equipment to leave the public highway, the driver of such vehicles shall while they are off the public highway, be deemed to be under the control of the Customer who shall reimburse Cawleys in full respect of all losses, claims, damages, expenses, that Cawleys may sustain in respect of damage to the vehicle, or the property of the Customer, or of third parties, or any persons.
17. Payment of all invoices issued by Cawleys under this Agreement shall be made within 30 days of the issue date shown thereon.
18. Should the Customer make or propose any composition with his creditors or commit any act of bankruptcy or (being a limited company) go into liquidation, or suffer any distress or execution to be levied on him or his assets, or should he fail to observe any term or condition contained in this Agreement, the Agreement may be terminated forthwith by Cawleys without prejudice to the rights of the parties subsisting at the termination, and Cawleys may forthwith retake possession of the equipment without further notice for the purpose it shall be lawful for them to enter upon any premises where the equipment may be without prejudice to any other rights they may possess.
19. All prices quoted are based upon Cawleys' costs as at the date of the Agreement. If the costs increase, Cawleys, reserve the right to increase their prices to cover such cost increases, and undertake to give to Customers 7 days written notice of their intention to do so.
20. Prices cover only delivery or removal service on normal working days during normal working hours. All deliveries or removals made at Customers' request on Sundays, Saturdays after 12noon. Public Holidays or any other time outside normal working hours, will be subject to reasonable extra charge fixed by Cawleys.
21. Termination. This agreement may be terminated after twelve months by either party giving three months written notice valid only at the completion of each twelve month period. Where the annual Duty of Care Contact Form has been completed, this will automatically replace the contract anniversary date and extend this contract for a further twelve month period subject to the same termination clause.
22. The Customer will not unreasonably delay Cawleys' vehicles when they call at his premises in the course of their operation under this Agreement.
23. No conditions or warranties, other than those specifically included herein, shall be implied or deemed to be incorporated in this Agreement.
24. The Customer must notify Cawleys immediately of any accident involving the equipment resulting in injury to persons or damage to property.
25. The Customer shall at all reasonable times allow Cawleys, or anyone acting on his behalf, access to the equipment for the purpose of inspection, testing, repairing or replacing it.
26. Unless the Customer notifies Cawleys in writing within three days of its delivery to the Customers' location, that the equipment is not in full and good working, the equipment shall be deemed to have been in good order when so delivered.
27. The Customer shall operate the equipment (where applicable and appropriate) only in accordance with Cawleys' instructions, and in a safe, proper and workman like manner.

**Credit Terms 30 Days From Invoice Date** (I confirm that the above information is correct and my agreement with Cawleys Terms and Conditions.)

Customers Signature: .....

Date: .....