

S.Sacker (Claydon) Ltd Terms & Conditions

1.. Sackers' Obligation to Provide the Service

- 1.1 Sackers will take all reasonable steps to perform its obligations under this Agreement.
- 1.2 Sackers will not be responsible for any delay or default due to vehicle breakdown, unavailability of containers, weather conditions or labour or any other cause beyond its reasonable control.

2. Payment

- 2.1 The Customer will not reduce or refuse to pay on the grounds of set-off or because it believes Sackers has failed to provide the service to the appropriate standard.
- 2.2 If the Customer disputes a portion of an invoice, the undisputed portion shall be paid within 30 days of invoice date.
- 2.3 Sackers may charge interest at 2% above the Barclays base lending rate for the time being on any overdue sums plus any reasonable collection costs.
- 2.4 If there is reason to doubt that the Customer will be able to pay for the service, Sackers may require payment in cleared funds in advance
- 2.5 Sackers may charge extra for work undertaken outside normal working hours (being 8am-5pm weekdays, excluding bank holidays).
- 2.6 If the Customer prevents or delays Sackers' performance of the service, the Customer will pay any extra resulting costs.

3. Containers

- 3.1 The containers will remain the property of Sackers and may not be modified in any way.
- 3.2 The Customer will be responsible for any loss of or damage to the containers effective the date they are delivered to the Customers premises.

4. Collection Vehicles

- 4.1 The driver of Sackers' vehicle may refuse collection of the waste if he believes that access to the Customer's premises or the turning area is unsafe or likely to cause damage to the vehicle or other property.
- 4.2 The Customer will provide the driver of Sackers' vehicle with any rules relevant to safety and conduct on the Customer's premises.

5. Waste

- 5.1 The waste deposited in the containers will become the property of Sackers when it is removed by Sackers from the Customer's premises but this does not excuse the Customer from its legal responsibilities under law or this Agreement.
- 5.2 The Customer must not, under any circumstances, deposit Hazardous wastes or wastes which are not within the description overleaf in the containers.
- 5.3 Sackers may refuse to deal with wastes (as below) which are not within the description of waste overleaf or are deemed to be a danger to both Public & Environment. Example Non-Conforming Wastes -
**Asbestos/ Paints/ Thinners/ CRT's (Monitors/TVs)/ Fluorescent & Sodium Lamps/ Clinical/ Gas Cylinders/ Tyres
Plasterboard (> 10% skip volume)/ Liquid Wastes/ Batteries /Oils/Pressurized Containers**
- 5.4 Sackers will not be held liable for any additional costs incurred for correct disposal of non-conforming wastes. Under producer responsibility the customer/producer will meet all associated costs to meet with EA legislation.

6. Duty of Care

- 6.1 Sackers will comply with its obligations under Section 34 of the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Regulations 1991 as amended ("Duty of Care").
- 6.2 The Customer will comply with its Duty of Care obligations, including without limitation:
 - (a) the waste will be adequately contained and not allowed to escape from the containers;
 - (b) any changes to the description of the waste overleaf will be notified to Sackers before it is collected.
- 6.3 The Customer warrants that it will comply fully with its Duty of Care and will indemnify Sackers against any costs, losses or damages which result from its failure to so comply,

7. Liability

- 7.1 The Customer will make good and indemnify Sackers against any loss or damage which Sackers may suffer and against claims by third parties made against Sackers arising from the location or use of the containers or the breach by the Customer of this Agreement.
- 7.2 The above Condition will not apply to the extent caused by the negligence of Sackers or its employees. '
- 7.3 If the Customer requests the containers to be placed in a position which requires Sackers' vehicle to leave the public highway, the Customer will indemnify Sackers against any loss, costs, claims, damages or expenses which Sackers may thereby incur, whether as a result of damage to the delivery vehicle, the containers, the property of the Customer or a third party, including damage of the road margin and pavements.

8. All monies retention of title (ROT)

- 8.1 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until has received payment of the full price of (a) all goods and/or services the subject of the contract and (b) all other goods and /or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and buyer.