

WASTE DISPOSAL TERMS AND CONDITIONS

TOWENS WASTE MANAGEMENT LTD (The Contractor) accepts waste and special waste (NOT HAZARDOUS WASTE) for disposal subject to the conditions set out below. These conditions cannot be altered except in writing on our printed letterhead signed by a director.

In these conditions:

Customer means the party who contracts for the services.

Contract means the contract for services between the contractor and the customer.

Contractor means Towens Waste Management Ltd.

COPA means the control of Pollution Act 1974 and any subsequent Act and any regulations made under the Acts.

EPA means the Environmental Protection Act 1990 and subsequent Act and any regulations made under the Acts.

“Waste” and “Special Waste” means waste or controlled waste as defined in the COPA or EPA.

“Equipment” means all equipment used by the contractor or their sub-contractors in connection with the services provided.

Any reference to legislation refers to the legislation operative at the time the contract is carried out.

In all cases the requirements of EPA will take precedence over COPA.

EQUIPMENT AND VEHICLES

The customer shall:

1. Accept responsibility for damage (excepting negligence) if the vehicle is ordered off the public highway.
2. Not move the container without the contractors consent.
3. Not permit the container to be overloaded or improperly filled.
4. Not allow fires to be lit within or against the container.

ON THE ROAD CONTAINERS

1. The contractor will obtain the necessary permit from the authorities. The customer will have to strictly comply with all the conditions including ensuring that cones are in position at all times and lamps alight during darkness.
2. The customer will have to pay, prior to delivery, any fees demanded by the authorities plus an additional admin fee and any applicable VAT.
3. The container may be removed any time without notice if instructed by the authorities.
4. The customer agrees to indemnify the contractor against any claims of any kind made against the contractor in respect of the siting or usage of the equipment which is placed on the road or in any public place and to carry out all things needed for the safety of the public.

VEHICLE OFF THE HIGHWAY

1. When the vehicle is required by the customer to go off the highway the customer accepts all liability and agrees to indemnify the contractor against all claims and proceedings made by any party for injury to persons and/or property.
2. The customer agrees to indemnify the contractor against any claims of any kind made against the contractor in respect of the siting or usage of the equipment including damage to persons or property, damage to the equipment, breach of statute by law or regulations and any costs of any kind.

PROVISION OF INFORMATION ABOUT THE WASTE BEING DISPOSED OF

1. The customer shall provide the contractor with sufficient information in relation to the waste as is required by the health and safety and environmental legislation. The customer shall ensure the waste collected conforms to the description given on the waste transfer note.
2. The customer shall be obliged to inform the contractor of the type of waste to be removed at the time of ordering the removal of the container. If the waste to be removed is different from that originally quoted for, the contractor reserves the right to increase the charges to cover any increased cost of disposal.

GENERAL INDEMNITY BY THE CUSTOMER

The customer shall indemnify the contractor in respect of all liability claims, costs, damages and expenses for death injury, loss or damage including consequential loss arising out of the performance of this contract except to the extent that the liability arises from the contractors negligence.

COMPLETION OF SERVICE

The customer shall sign a paper or electronic waste transfer note each time a container is delivered or removed. If no representative of the customer is made available for this purpose the contractor will note that no one was available to sign and this will be deemed to fulfil the obligation on the customer to complete the contract.

TERMS OF SALE

All transactions are deemed to be governed by our Conditions of Sale.

Towens are unable to accept responsibility (except negligence) for damage caused to private land or property when directed by customers or their agents to place containers off the public highway. Customers are advised to take all reasonable precautions to determine the suitability of the ground for large goods vehicles and point loads from properly padded jack legs and to protect surfaces against damage from containers European waste regulations / waste acceptance criteria.

TYPES OF WASTE NOT PERMITTED

Plasterboard (Unless in a dedicated skip or with prior approval bagged and placed on top of the skip).

Tyres	Tv's or monitors	Pesticides	Computers
Paints	Stereo equipment	Asbestos Fridges/Freezers	
Batteries	Air conditioning units		

Potentially Hazardous Wood:

You must inform us on arrival if the skip contains any of the items below:

1. Fence posts
2. Decking
3. Or the items below if from **pre-2007 buildings**:
4. Barge Boards, Fascias and Soffits
5. External Joinery (wooden windows and conservatories)
6. External doors
7. Roof timbers
8. Tiling and cladding battens
9. Timber frames

Hazardous Wood including

1. Railway sleepers
2. Telegraph poles
3. Waste wood from hydraulic engineering, such as wood from docks
4. Waste wood from industrial applications such as cooling tower timbers, wood block flooring or moulds
5. Waste from boats, carriage, and trailer beds
6. Waste wood treated with creosote

POPs: Deliveries including items with any part made of or containing **leather**, **synthetic leather**, other **fabric**, or **foam** will be charged £265.00/tonne (minimum tonnage: 0.5t).

You must inform Towns on arrival so we can direct you to the dedicated area. Common examples:

1. Sofas
2. Sofa beds
3. Armchairs
4. Kitchen and dining room chairs
5. Stools and foot stools
6. Home office chairs
7. Futons
8. Bean bags
9. Floor and sofa cushions

You must segregate these items from other mixed wastes due to the likely presence of Persistent Organic Pollutants. We will direct you where to tip those on site (in a dedicated bay or a skip).

ANY OF THE ABOVE, OR ANY OTHER HAZARDOUS WASTE FOUND IN THE CONTAINER WILL BE RETURNED TO THE PRODUCER OR CHARGED AT THE RATE APPLICABLE AT THE TIME IN ACCORDANCE WITH OUR PRICE STRUCTURE. (All breaches to the regulations are recorded and inspected by the environment agency).

