



**Credit Required**

Credit Limit Required

**Bank Details**

Name of Bank

Address of Bank

  

Account Name

Account Number

Sort Code

**Trade Reference**

1. Company Name

Address

Contact Name

Tel No

Main Trading Activity

Period Traded with Supplier

2. Company Name

Address

Contact Name

Tel No

Main Trading Activity

Period Traded with Supplier

3. Company Name

Address

Contact Name

Tel No

Main Trading Activity

Period Traded with Supplier

We agree to the Terms and Conditions set out in this agreement.

Name (please print)

Title (please print)

Authorised Signatory

Date

**For Office Use Only**

Credit Limit

Authorised by



**Terms & Conditions**

**1. Definitions**

In this Agreement:-

**Agreement** means the agreement between The Company and the Customer comprising the terms overleaf and these Terms and Conditions, as amended from time to time.  
**The Company** means New Era Recycling Ltd.  
**Equipment** means any container specified overleaf to be provided by The Company to the Customer under this agreement and any replacement or additional item provided from time to time.  
**Excluded Waste** means any waste of any kind which is not included within terms of the applicable Waste.  
**Transfer Note** includes any Special Waste which is not specifically described in the Waste Transfer Note.  
**Services** means the waste collection and (if applicable) equipment hire service to be provided by The Company to the Customer under this Agreement as described overleaf.  
**Waste Material** means the Customers waste material described in the Waste Transfer Note pursuant to this Agreement, but does not include Excluded Waste or any material qualifying at any time as special waste under Environmental Protection Regulations from time to time in force.  
**Waste Transfer Note** means the Waste Transfer Note duly completed by the Customer and The Company under this Agreement, as may be amended or varied time to time.

**2. Agreement**

The Company provides the Services and Equipment in accordance with the terms of this Agreement. The Company shall not be required to provide any Service until this Agreement has been signed by both the Customer and The Company.

**3. Term**

This Agreement shall, subject to earlier termination remain in force in accordance with these terms, for 12 months from the date hereof. On the first anniversary and each anniversary thereafter it shall automatically renew for successive 12 month terms unless either party shall give notice of termination by written notice to the other at least (60) days prior to the first or any subsequent anniversary date.

**4. Waste Material**

4.1 The Customer undertakes to the Company that:-  
 4.1.1 The Waste Transfer Note contains (and that any subsequent Waste Transfer Note shall contain) an accurate and adequate description of the nature and characteristics of the Waste Material to enable the Company to safely and lawfully manage the same and that the Customer shall notify the Company in advance of any change in the composition of the Waste Material.  
 4.1.2 It is the sole owner of and otherwise has the sole right to deposit the Waste Materials in the Equipment; and  
 4.1.3 It shall at no time deposit in any Equipment or place for collection by The Company any Excluded Waste and that it shall prevent such deposit or placement of Excluded Waste by third parties  
 4.2 The Company shall acquire title to Waste Material when it is loaded into the Company collection vehicle  
 4.3 The Customer shall ensure that the Waste Material is lawfully and properly loaded to enable it to reach its final point of disposal without escape where the Waste Material is collected containers

**5. Excluded Waste**

Notwithstanding Clause 4.2, title to, risk of loss and liability for any Excluded Waste shall remain with The Customer and the Customer shall indemnify and hold harmless The Company from and against all claims, losses, damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in the collection vehicle, containers and other Equipment of The Company or any subsequent handling of such Excluded Waste by or on behalf of The Company. However The Company accepts that it is liable for death or personal injury resulting from its negligence.

**6. Payment**

The Customer shall pay each invoice of The Company within 30 days such invoice being rendered to it. The Company may charge interest on all overdue payments from the date of the invoice until payment is made at the rate of 2% per annum above the base rate from time to time of National Westminster Bank Plc, such interest to be calculated daily.

**7. Charges**

7.1 The Company may increase the charges and rates provided for under this Agreement to adjust for increases in costs due to increases which may occur from time to time in;  
 7.1.1 transportation costs due in charges in location of the disposal facility used by The Company  
 7.1.2 the index of Retail Prices (A 1 items) as published by the Central Statistical Officer or any replacement of that index; and/or  
 7.1.3 the average weight or volume of the Customers Waste Material  
 7.2 The Company may increase the charges and rates provided for herein proportionately to adjust for increased in cost due to charges in local, a national or international legislation, rules, ordinances or regulations applicable to The Company operations or the Services, or increases in taxes, duties, fees or other governmental charges assessed against or suffered by The Company.

**8. Equipment**

8.1 The Customer receives any Equipment as bailee at will of The Company. The Customer accepts full responsibility for any loss or damage to the equipment (except for normal wear and tear or for loss or damage) while in its custody or control.  
 8.2 The Customer shall  
 8.2.1 keep all equipment safely secured or sealed at its cost or expense prior to collection by The Company  
 8.2.2 not overload (by weight or volume), move or alter the Equipment

8.2.3 use the Equipment only for its proper and intended purpose. Equipment must not be loaded above the level of the side thereof;  
 8.2.4 ensure that any item of Equipment placed in a street, highway or public thoroughfare is adequately lit and coned at necessary times;  
 8.2.5 not create or purport to create or permit to subsist over the Equipment any mortgage, pledge, lien, charge, assignment, hypothetical, adverse title or trust arrangement or acknowledge any claim by any person, and shall take all necessary action to protect The Company ownership of the Equipment.  
 8.2.6 Not without prior written consent of the company place or fix on the Equipment any name, sign, marking, advertising or other device, and shall not remove, cover or deface any name, sign, marking advertising or other device placed by the company on the Equipment.  
 8.3 The Customer shall indemnify The Company against all claims, damages, suits, penalties, fines, losses and liabilities for injury or death to persons or loss or damage to property arising out of the Customer's use, location, operation or possession of the Equipment but not caused by the negligence of The Company or its employees.  
 8.4 The Customer hereby gives irrevocable right to license to The Company to enter any premises at any time with or without vehicles and with or without notice for the purpose of obtaining access to or removing the Equipment. The Customer shall provide unobstructed and safe access to the Equipment on any scheduled or other collection day. The Company reserves the right to charge to the Customer for any additional collections costs incurred due to the Customer's failure to provide such access.

**9. Default and Termination**

9.1 If the Customer  
 9.1.1 shall be more than 14 days late in making any payment required under this Agreement, or  
 9.1.2 shall be in breach of any other provision of this Agreement, or  
 9.1.3 becomes unable to pay its debts or otherwise becomes insolvent, or  
 9.1.4 enters liquidation or any receiver, administrator or liquidator is appointed in respect of the former, The Company may treat this Agreement as repudiated by the Customer and either terminate this Agreement forthwith by written notice to the Customer, which shall be without prejudice to other rights or remedies of The Company accrued at termination.  
 9.2 If The Company terminates this Agreement under clause 9.1 the Customer shall forthwith make the Equipment available for collection by The Company and without prejudice to the right of the company to claim damages, shall forthwith pay The Company all sums already due to or invoiced by The Company under this Agreement at termination.

**10. Assignment**

The Customer shall not assign this Agreement without prior written consent of The Company but The Company may assign both the benefit and the burden of this Agreement without restriction.

**11. Force Majeure**

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to matters beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a breach for the purpose of Clause 9.1

**12. Entire Agreement**

The Agreement represents the entire understanding and agreement between the parties hereto and overrides and surpasses any and all prior agreements, terms, conditions, warranties, and representations, whether written or oral, that may exist between the parties regarding same other than those made in accordance with the express provisions hereof. Except as may be expressly provided in the Agreement any other terms and conditions and all warranties, terms, conditions and representations express or implied by law are and shall be hereby excluded.

**13. Responsibility**

13.1 Except for liability arising out of The Company negligence resulting in death or personal injury, The Company shall not be liable to the Customer for any direct or indirect or consequential loss (including, without limitation, economic loss or loss of profits or good will) or for any damage or expense of any nature whatsoever incurred or suffered by The Company (whether arising in contract, tort or otherwise) arising out of or in connection with the provision of any Services by The Company its employees or agents.  
 13.2 The Company expressly acknowledges being subject to the duty of care under the Environmental Protection Act 1990 (as amended) and the Customer shall indemnify and hold harmless The Company from and against all claims, losses, damages, penalties, fines and liability resulting from or arising out of the Customer's non compliance with said duty of care.

**14. General Provisions**

14.1 Time shall be of the essence in respect of compliance by the Customer with this Agreement.  
 14.2 Whenever under this agreement one party is required or permitted to give notice to the other, such notice shall be deemed given if mailed by registered or recorded mail, return receipt requested, postage prepaid, and addressed as appears herein and such notice shall be effective notwithstanding it return undelivered.  
 14.3 No waiver of any provision or right under this agreement shall be effective unless the waiver is in writing and signed by the waiving party.  
 14.4 The section headings used above are for ease of reference only and shall not affect the interpretation of this agreement.  
 14.5 Where the context so permits a word so expressed in the singular shall also include the plural.  
 14.6 This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts for any claims arising out of this Agreement.

I agree to the terms and conditions set above.

Signed:.....

Date:.....

Print:.....