

Terms and conditions



1. INTRODUCTION

This agreement sets out your responsibilities to us and our responsibilities to you.

1.1. What makes up this agreement? These terms, all Parts in the service agreement and the Waste Transfer Note make up this agreement for our supply of the Service to you.

1.2. Who's who in this agreement? Devon Contract Waste Ltd will be referred to as 'us', 'we', 'our'. We refer to you, the party identified as the Customer in Part 1, as 'you' or 'your'. We refer to both parties as 'both of us' or 'either of us'.

1.3. No other terms or conditions apply. The terms of this agreement replace all previous agreements or arrangements (whether written or oral) between both of us in relation to the Service. No changes to this agreement will be binding unless we agree in writing.

2. HOW LONG WILL THIS AGREEMENT LAST?

2.1. The start of this agreement. Your agreement with us starts on the date when both of us sign the agreement.

2.2. The start of the Service and the Initial Term. Our provision of the Service will begin from the Start Date and will continue for the Initial Term where applicable, or until terminated by either party in accordance with this agreement.

2.3 Automatic Renewal of Service. Both of us agree that the Service will automatically be renewed for successive 12-month periods (each 12-month period being an 'Extended Term') after the Initial Term where applicable, unless the agreement is terminated in accordance with clause 7.1.

2.4. Can you use anyone else to perform the Service? During this agreement you must obtain the Service only from us and must not obtain services similar to the Service from any other party.

3. WHAT WILL WE CHARGE FOR THE SERVICE?

3.1. Our Charges will be calculated in line with Part 3. Where in this agreement we refer to a Charge and it is not listed in Part 3 (for example Charges relating to ancillary services listed in Part 3(iv)) then our published Charges appearing on our website at <https://www.dcw.co.uk/tcdocs> as may be varied by us from time to time will apply.

3.2. If we provide lockable Containers we will provide a key to operate the locking system. A Spare and Replacement Key Charge plus postage and packaging will apply if you require an additional key.

3.3. Where you keep any non-scheduled Container (for example a skip) for a period longer than agreed we may charge you an Overdue Charge and take back the Container.

3.4. If we wait for any reason to collect a Container we will allow up to 15 minutes free of charge. Thereafter, where we continue to wait, a Demurrage Charge will apply.

3.5. Should you require us to carry out an additional risk assessment of your site to assist with your requirements this will be subject to a Risk Assessment of Collection Sites Fee.

3.6. Container Charges

- For all Services, you will pay us a Container Delivery Charge and a Container Removal Charge when we repair or replace a Container due to damage or loss.
- For all Services except those under the SUEZ Flex - Total package, you will pay us a Container Removal Charge upon the termination or expiry of this agreement.
- All other Container Delivery Charges are as stated within Part 3 of the service agreement.

3.7. If a Container is damaged we will repair or replace the Container and charge you the relevant repair or replacement cost.

3.8. You are responsible for each Container and liable for loss or damage caused to it. At your option you may pay the Container Protection Charge. This is an extra service and does not form part of the Service. If you pay the Container Protection Charge we will waive any claim we have against you for damage to a Container which we could otherwise claim against you under this agreement. This waiver will not apply in relation to any loss or damage caused by your negligence, wilful damage or other breach of this agreement. Either of us may end this extra service by giving the other three (3) months' prior Written Notice. We reserve the right to increase the Container Protection Charge. You will always remain liable for loss or theft of any Container whether or not you pay the Container Protection Charge.

3.9. Unless agreed otherwise in writing if we provide you with internal office Containers we will charge you the cost of these divided equally over the first three (3) months of this agreement. Any outstanding amounts will be paid by you upon expiry or termination. Risk in these internal Containers transfers to you once delivered to you but ownership remains with us until payment in full has been received. Please note this does not apply to internal shredding containers, title to which remains with us.

3.10(a) Should you require an additional lift we may charge you the Additional Collection Charge. If the additional lift is made on demand or on an ad hoc basis we will use reasonable endeavours to attend the Customer Service Site within two (2) Working Days of when we receive the request, not counting the day of when the request was made. Should Side Waste be present we will collect this at our discretion and charge you an Additional Collection Charge plus Kilo Charge as per Part 3 of the service agreement.

3.10(b) Should you require an Additional Visit as part of the SUEZ Flex - Total and SUEZ Flex - Secure Packages you will be charged an additional Service Charge plus Kilo Charge as per Part 3 of the service agreement.

3.11. In addition to the Charges we may also charge you our costs as a result of a breach or failure by you of your obligations under this agreement (including any action and costs incurred in recovering unpaid Charges); a copy charge (if you ask for a copy of any document, for example an invoice, a Waste Transfer Note or this agreement) and a Wasted Journey Charge.

3.12. If you require data from us in relation to your waste a charge may apply.

3.13. When can we change our Charges?

3.13(a) We may amend our Charges at any time:

- due to changes in the type or quantities of Waste being collected;
- due to changes in our cost of providing the Service (including changes to any tax (including Landfill Tax), commodity prices, processing costs and fuel);
- changes in technology or to cover an improvement in our Service;
- as a result of a Change in Legal Rules;
- to ensure the good management of our business generally.

3.13(b) The Service Charge and Kilo Charge during the Initial Term of Services provided under the SUEZ Flex - Secure package shall remain fixed except where there are changes in our cost of providing the Service due to a Change in Legal Rules.

3.13(c) We will increase the Service Charge element of our Charges for Services provided under the SUEZ Flex - Total package in-line with RPI on the 1 April of each year of our agreement.

The Kilo Charge shall remain fixed for the first 12 months of the agreement except where there are changes in our cost of providing the Service due to a Change in Legal Rules.

3.14. We will try to give you reasonable notice of any such change, normally at least one (1) month.

3.15. Where applicable you will pay VAT in addition to the Charges.

3.16. At any time we may, providing we act reasonably, require you to:

- pay a security deposit in relation to any Container or Charges;
- pay in advance for the Services.

3.17. We require that you pay by direct debit at all times during our agreement.

3.18. You must provide us with a valid email address to send your invoices to for e-billing through a dedicated portal or any other communications should we request this. Unless agreed otherwise in writing it is a mandatory requirement to accept invoices via our e-bill portal facility. If an invalid email is provided for e-billing we may either suspend the Service or send hard copy invoices and you will pay our reasonable administration charges for doing this.

4. PAYMENT FOR THE SERVICE

4.1. Unless agreed otherwise in writing you must pay us monthly by direct debit in line with Part 3 of the service agreement and any other applicable Charges within 30 days of the date of each invoice or in accordance with our direct debit arrangements. We may suspend the Service in the event of mandatory direct debit being cancelled by you or declined by your bank.

4.2. Unless agreed otherwise in writing, collections are on a scheduled basis and we will invoice you based on the Collection Frequency. We will charge the Service Charge whether or not any waste is deposited in the Containers. We will charge a variable Weight Charge separately for all waste collected on a rate per kilogramme basis as identified within Part 3, where applicable. Certain container services are billed in a different way and further details on this can be obtained from <https://www.dcw.co.uk/tcdocs>

4.3. Any amounts due which are not paid in accordance with our payment terms will attract charges and interest on a daily basis in accordance with the Late Payment Legislation. We may suspend the Service for late payment. You are liable to pay our reasonable administration fees if you pay by card.

4.4. If you (acting in good faith) dispute any invoice you must inform us within 14 days of receipt, after which the invoice shall be accepted as undisputed by both parties. You cannot refuse to pay on the basis we owe you money. You must pay us all undisputed amounts. Payment of any amount under an invoice as shown by our records will be proof that we performed the Service. If you claim we owe you money we will credit the amount to your account once we have received satisfactory evidence that we owe you the amount claimed. To the extent it is agreed or determined that you owe us any disputed amount then you will pay us interest.

4.5. Where you owe us money with respect to this or any other agreement(s) we may settle this using any money we may owe you.

5. DUTIES AND RESPONSIBILITIES

5.1. Compliance segregation. It is the Producer's responsibility to:

- ensure that non-hazardous waste has been pre-treated;
- ensure that Hazardous Waste is segregated from non-hazardous;
- comply with TEEP which you confirm we have made you aware of and offered services and pricing in relation to; and
- comply fully with any subsequent changes in Legal Rules relating to management of wastes.

Our permitted materials guide sets out what type of waste and material is permitted in certain Containers. You confirm receipt of this guide and will comply with it as amended from time to time. An up to date guide is available at <https://www.dcw.co.uk/tcdocs>. If there is any discrepancy between our permitted materials guide and any European Waste Code on this agreement our permitted materials guide will apply as amended from time to time.

5.2. We rely upon you to accurately describe your Waste. You are the producer or importer of Waste. We rely upon your accurate selection and confirmation of any European Waste Code or other description of your Waste as contained on any current Waste Transfer Note. Subject to paragraph 5.1, you will be responsible for ensuring at all times only material conforming to your description of your Waste is placed in any Container.

5.3. Inaccurate descriptions of your Waste. We may at any time take samples of your Waste to satisfy us of the accuracy of your description. Under no circumstances will this right to take samples free you of your obligation to accurately describe your Waste.

5.4. Can we refuse to deal with a Container's content? Yes. At any time we may refuse to deal with any Waste or other material for any valid reason. Examples of valid reasons include material or Waste which we believe may:

- not match accurately with the description of Waste;
- be incorrectly deposited (e.g. where double-bagging of material is specified and there is failure by You to do so);
- be corrosive, explosive, flammable, infectious, toxic, poisonous or otherwise dangerous (other than as may be permitted under paragraph 5.6);
- cause us to incur civil or criminal liability;
- cause us to incur extra costs to transport or dispose of in line with Legal Rules.

If we refuse to deal with any Container's contents for a valid reason we will not be in breach of this agreement and may insist you remove or arrange for a specialist third party to remove such contents. If we do not enforce this right of refusal we may charge you for our extra costs in dealing with the Container's contents in line with Legal Rules. You remain liable for any damage caused to our equipment due to contamination, for any damage you cause to our subcontractor's equipment and any vehicle load that becomes contaminated due to your Waste or material being contaminated.

5.5. New Waste Transfer Note. Both of us agree to sign a new Waste Transfer Note with the Waste Carrier which will replace the then current Waste Transfer Note (and will then form part of this agreement):

- (a) if there is a change in the material forming your Waste;
- (b) immediately before each anniversary of the Start Date or the anniversary of each Waste Transfer Note (as applicable);
- (c) to effect changes.

5.6. Hazardous Waste. Should you subscribe to this service we will collect your Hazardous Waste provided:

- you only use Containers specifically provided by us for this purpose to store your Hazardous Waste (unless agreed otherwise in writing);
- you comply with the guidelines that we give you Written Notice of from time to time;
- you provide evidence that you have notified the Environment Agency that you produce Hazardous Waste at the Customer Service Site where we believe it appropriate;
- you complete the respective part of a Hazardous Waste Consignment Note with respect to each collection;

- any Charges stated in this agreement for Hazardous Waste are on an estimate basis unless further confirmed in writing.

5.7. Liquid Waste. You will be responsible for the connection of any Vehicle's hose to your valve or coupling as well as the operation of any coupling, valve or other mechanism which is not our property.

5.8. Ownership and liability for your Waste. All material in the Container will become our property from the time when we empty or collect it. This will not free you from any liability or responsibility you have in relation to your material.

5.9. Containers. We will deliver to the Customer Service Site each Container requested by you in Part 3. Once we deliver any Container you will be responsible for it and take reasonable care of it. We retain ownership of all Containers (except in relation to internal office Containers as set out in paragraph 3.9).

5.10. If you believe that a Container has a defect you must notify us in writing as per paragraph 8.1 within five (5) Working Days of its delivery to the Customer Service Site. We can charge you for any damage (other than fair wear and tear or caused by our negligence or wilful default) to any Container.

5.11. You will not allow any Container to:

- be used by any person other than you, your employees or agents;
- contain any material other than your Waste or to become polluted or contaminated;
- be removed from the Customer Service Site unless this is by us;
- be Overloaded or Overfilled;
- be damaged or set on fire (including its contents);
- be placed, stored or sited on a public highway;
- display any advertising, mark, logo, sign or lettering other than our name, logo and contact details (which you will not deface, remove or cover up);
- unless agreed otherwise in writing, contain any compacted Waste.

5.12. You will be responsible for the safety of any person (except our employees and subcontractors) loading any Container or using its mechanism (if any). You will not interfere with the working parts of any Container. You must notify us immediately in writing if you are concerned that any Container poses a health and safety risk. We may charge you for arranging any additional training after delivery, for example, to train your new employees.

5.13. Suitable access. You will at all reasonable times allow us suitable access to deliver, empty, inspect, repair, replace or collect any Container.

6. LIMITS OF THE SERVICE PROVISION

6.1. Due to the type of Service being provided the Collection Frequency and collection times do not have to be strictly complied with and we can change any aspect of the Service provided we give you reasonable notice.

6.2. For any period where you are in breach of this agreement we may stop performing the Service until you have remedied the breach to our reasonable satisfaction and will not be liable to you for any resulting loss, damage or expense.

6.3. If we have told you that you will receive a zero to landfill service this is on the basis of your material complying with our permitted materials guide and us using reasonable endeavours not to send any material to landfill. You acknowledge that some residues from recycling or recovery processes do go to landfill.

6.4. If we provide you with waste related information this should not be construed as legal

advice. It is up to you to obtain your own independent legal advice.

6.5. Where we have agreed to provide you with Waste weight data this is on the basis the relevant vehicle (whether ours or our subcontractors') has on-board weighing systems fitted and they are operating at the time of a collection and where this is not available we may provide you with estimated weights.

6.6. Where we charge on a per kilogramme rate basis and are unable to provide Waste weight data due to the technical inability or failure of our on-board weighing systems, the charge will be based on your average Waste weight calculated using the previous three (3) months' data or at our discretion, acting reasonably.

6.7. If you are provided with training in relation to equipment by a third party (including our subcontractors) we do not accept any responsibility in relation to the training.

6.8. If you have requested a nominated timed collection you accept we may collect 30 minutes either side of the time nominated and have still complied with our obligation.

7. ENDING THE SERVICE

7.1(a) For all Packages, either of us may end the Service, and therefore this agreement, by giving to the other not less than three (3) months' and no more than six (6) months' prior Written Notice.

Where you have opted for a SUEZ Flex - Total Package, if you do not give us the required Written Notice to terminate, you will pay all relevant Charges that would have been payable by you during the three (3) month period from when you serve notice as agreed compensation.

Where you have opted for the DCW Standard or the SUEZ Flex - Secure Packages the Written Notice shall expire at the end of the Initial Term or the Extended Term, as appropriate. Failure to provide such Written Notice shall result in an automatic renewal for an Extended Term and clause 7.1(b) shall apply.

7.1(b) Where such Written Notice expires before the end of the Initial Term or an Extended Term, you must pay to us the compensation for such breach as follows:

DCW Standard

- You will pay to us straight away all Charges then due plus 43% of the average Charges of a maximum period of three (3) months' up to the date of expiry of the Written Notice multiplied by the number of remaining months of the Initial Term or Extended Term, as agreed compensation.

SUEZ Flex - Secure

- You will pay to us straight away all Charges then due plus all Service Charges of the Initial Term or Extended Term as agreed compensation.

7.1(c) Both parties agree this represents a genuine pre-estimate of the losses caused to us due to early termination. This will also apply if we terminate for your breach.

7.2(a) We may give you Written Notice to end this agreement at once if you are in breach of your obligations. If the breach is capable of remedy, we may, at our option, give you Written Notice to remedy it within 14 days. If you do not remedy the breach to our satisfaction within this time the agreement will end at once.

7.2(b) If you are on the SUEZ Flex - Total or SUEZ Flex - Secure Packages you may give us seven (7) days Written Notice to end this agreement if we are in breach of the following obligation. If we fail to provide the Service on the stipulated Working Day and are unable to remedy it within 48 hours on three (3) separate occasions in a rolling 13-week period provided it is caused solely and directly due to the reasons shown at <https://www.dcw.co.uk/tcdocs>.

7.3. We will be entitled to terminate this agreement if:

- a bankruptcy order is made against you;
- you make a voluntary arrangement with your creditors;
- you have a receiver, an administrator or an administrative receiver appointed for any part of your assets;
- an order is made or a resolution passed for your winding-up (except for the purposes of its reconstruction or amalgamation);
- you have failed your credit checks under Part 4 (C) of the service agreement and/or the third-party risk assessment (where applicable). A third party risk assessment means due diligence conducted on you mainly in the areas of corruption, influence peddling, infringement of competition rules, human rights, non-compliance with international sanctions, money laundering or financing of terrorism.

This term is written to cover individuals, partnerships and companies and should be interpreted in line with this.

7.4. Ending this agreement will be without prejudice to any rights or liabilities that either of us may have accrued to that date.

8. WRITTEN NOTICES

8.1. Whenever under this agreement either of us is to give Written Notice to the other, such Written Notice must be sent by recorded delivery, hand delivered (for which a written confirmation of receipt must be obtained) or sent as a PDF email attachment. In your case such notices must be sent to the "DCW Regional Hub address and/or DCW email address" set out in the agreement and in our case to your Address set out in Part 1 of the service agreement. Written Notices sent with or forming part of any invoice or statement will be satisfactorily given for the purposes of this agreement.

8.2. A Written Notice will be deemed to be received if:

- sent by post then two (2) working days following posting;
- delivered by hand then on the next working day after delivery;
- sent by email at the time of dispatch if within normal business hours but if sent after 5.00 p.m. London time the next day (provided always that the email is received in readable form).

8.3. We both agree that any Written Notices sent by facsimile will not be satisfactorily served for the purposes of this agreement.

8.4. We will not accept any communication from and shall not deal at all with any party other than you in respect of the Services and this agreement. This means that we shall not deal with an agent of yours if you decide to appoint one.

9. WHAT ELSE YOU SHOULD KNOW

9.1. Death or personal injury. Nothing in this agreement or this paragraph 9 will operate so as to exclude, restrict or limit liability for death or personal injury resulting from our negligence or that of our employees or subcontractors.

9.2. Limit of our liability. Subject to paragraph 9.1 you agree that if you suffer any loss or damage as a result of our negligence, breach of contract or breach of Legal Rules our liability to you will be limited to £10,000 per incident or related incidents.

9.3. We will not be liable for any loss or damage that:

- results from your act, omission, negligence or default;
- is not a natural and direct result of our act, omission, negligence or default or that of our employees or agents (including any loss or

damage which was not foreseeable to both of us when this agreement was entered into);

- is economic loss or damage (including loss of profits, business, income, reputation, goodwill or other financial loss);
- results from any claim whatsoever unless Written Notice of such claim is delivered to our Company Secretary at our registered office within three (3) months of the respective cause of action arising.

9.4. Legal compliance. Both of us will comply with all Legal Rules that apply to the Service, the Waste or any Container. We may change this agreement or the Service as we consider suitable (acting reasonably) to comply with any change in interpretation of Legal Rules or with any new Legal Rules. Any reference to legislation in this agreement shall be taken to be reference to that legislation as amended if applicable.

9.5. Service Reduction. If your requirements for the Service at any time reduce you may ask us to change the Service (whether as to Container size and number, Collection Frequency or otherwise). We will agree to change the Service as we consider suitable (acting reasonably). If you are obtaining or are intending to obtain the Service or services similar to the Services from any other party we may refuse to reduce or change the Service.

9.6. Service Increase. If your requirements for the Service at any time increase, you must ask us in writing to change or increase the Service in line with your requirements. We will agree to increase or change the Service and Charges as we consider suitable (acting reasonably). If we fail to provide the increased services or changed Service within one (1) month of us agreeing to do so, only then will you be entitled to obtain services similar to the Service to meet your increased requirements. For clarification if you do obtain additional services from a third party under this paragraph 9.6 we will continue to provide the Service and you will not be entitled to end this agreement (except as under paragraph 7).

9.7. Both of us agree to make such written changes to this agreement and to sign a new Waste Transfer Note with the Waste Carrier to take account of any changes taking place under this agreement.

9.8. If a court or other competent body decides that any part of this agreement (including any exclusion, restriction or limitation of liability) is invalid or ineffective, then the rest of the agreement will not be affected. If as a result of any decision we then become liable for loss or damage that we would not otherwise have been liable for then that loss or damage will be subject to all unaffected parts of this agreement (including all unaffected exclusions, restrictions or limitations).

9.9. The laws of England and Wales will apply to this agreement. Any legal proceedings in connection with this agreement must be brought in the courts of England and Wales.

9.10. Waiver. If we do not insist on any right under this agreement we may still insist on that right at a later date.

9.11. Assignment. We may assign or transfer any of our rights or responsibilities under this agreement at any time. You may not assign or transfer any of your rights or responsibilities under this agreement without our prior written consent.

9.12. Subcontracting. We may subcontract our performance of the Service (or any part of it).

9.13. Rights of third parties. The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement.

9.14. Telephone calls. We may record or monitor telephone calls made between us or any other person.

9.15. We are entitled to assume that the person signing this agreement on your behalf is duly authorised to bind you legally to your responsibilities, obligations and liabilities under it.

9.16. Confidentiality. We both agree that this agreement is confidential and that neither party will disclose it or any of its contents to a third party without the other party's written consent unless required by law.

9.17. Cleaning of a Container. You must take reasonable care to keep the condition of each Container in line with the requirements of Legal Rules. When you clean a Container you must ensure that the method used (including the cleaning products used) does not cause any damage. For example, any cleaning products used must not be corrosive or dangerous or otherwise pollute or contaminate the Container or your Waste. No third party is permitted to clean our Containers without our written consent. Should you require Container cleaning services you must contact us.

9.18. Container with mechanisms. You will not interfere with the mechanism of any Container.

9.19. Changing the type of Container and collection day. We may at any time change the type of Container provided to you if, for example, we wish to change the type of Vehicle that collects your Waste or if the relevant Container is no longer readily available or the cost of obtaining the same has increased from our suppliers. We may also change the collection day if for example we change the Vehicle's work. You may object to any such change by Written Notice within seven (7) days. We will accept your objection and not change your Container if you can show (acting in good faith) that the change will be to your significant disadvantage and unreasonable for you to comply with.

9.20. Deposit Sites. We will try to satisfy ourselves that all Deposit Sites used by us are operated in line with Legal Rules. This said we accept no liability for any third party's failure to operate any Deposit Site in line with Legal Rules. We may change the Deposit Site.

9.21. Special Offers. If Charges are discounted because they are based on a special offer being run at the time of entering into agreement, for example a multi-service offer, and you end part of the Service you will be liable to pay the amount that you would have paid if no discount or special offer had been applied and any Charges payable under paragraph 7 will be calculated on a non-discounted basis.

10. DATA PROTECTION

10.1. Both parties must comply with their respective obligations under the Data Protection Legislation which arise in connection with this agreement.

WORDS AND PHRASES USED IN THIS AGREEMENT

Additional Collection Charge means the charge payable as stated in Part 3 of the agreement.

Additional Risk Assessment of Collection Sites Fee means the amount stated in our published Charges.

Additional Visit means a visit to the Customer Service Site requested outside of the scheduled frequency.

Charges means all charges collectively or any one or more of them as stated in Part 3, our published Charges at <https://www.dcw.co.uk/todocs> and any amounts due by you under this agreement including but not limited to the Visit Fee, Minimum Charge, Service Charge, Lift Charge, Kilo Charge, Set-up Fee, Disposal Charge, Excess Weight Charge, Rental Charge, Container Delivery Charge, Container Removal Charge,

Transaction Charge, Wasted Journey Charge, Duty of Care Charge, Additional Risk Assessment of Collection Sites Fee, Overdue Charge, Spare and Replacement Key Charge, Demurrage Charge and Hazardous Waste Consignment Note Charge.

Change in Legal Rules means a change in Legal Rules applicable in the UK after the date of this agreement.

Collection Frequency means the frequency of collection per Container set out in Part 3. If Any Day has been selected, this means you permit us to collect on a set day we choose.

Container means each and every waste container, compactor, bag or equipment provided by us for the shredding, compaction, storage, transport, pre-treatment or disposal of the Waste.

Container Delivery Charge stated as such in Part 3.

Container Removal Charge stated as such in Part 3.

Container Protection Charge means the charge stated on our published Charges, unless stated otherwise on this agreement.

Customer Service Site means the premises set out in Part 2.

Data Protection Legislation means the Data Protection Act 2018, the GDPR (General Data Protection Regulation (EU) 2016/679 as applied and supplemented by the laws of England and as in force from time to time) and the Privacy and Electronic Communication Regulations 2003, as amended, extended, re-enacted or replaced from time to time.

Demurrage Charge means the charge payable by you and stated as such in our published Charges. The Demurrage Charge is calculated in bands of 30 minutes or part thereof that we wait in addition to the initial 15 minutes. Whether we wait is at our operational discretion.

Disposal Charge means the amount so described in Part 3.

Deposit Site means the site that processes the Waste which we may change at our sole discretion from time to time.

Duty of Care Charge means the charge stated as such in Part 3 payable monthly.

Excess Weight Charge means the charge applied to the DCW Standard Package that exceeds the Weight Allowance as stated within Part 3 of the agreement.

Excessive Weight means the weight of a Container exceeds the safe working load of the Container to the extent it may cause damage to our equipment (as determined by us). Further details available on request.

Exchange in Part 3(ii) means we will exchange a Container for an empty Container.

Hazardous Waste means the waste or material set out as such under Legal Rules that we specifically give you Written Notice we will accept which we may change from time to time. We will try to give you reasonable notice of any such change, normally at least one (1) month. All Hazardous Waste to be made stable and palletised before collection and any containers to be sealed and in a safe condition for road transport and any pricing provided for this service are on the following basis and assumptions:

- transport rates allow for 30 minutes for part loads and 45 minutes for dedicated loads from time of arrival at Customer Service Site. Any additional time on site whatsoever will be levied at the Demurrage Charge in force at collection date and charged pro-rata unless otherwise agreed;
- suitable date for collection to be notified to you in advance;
- assistance will be given by you in loading our Vehicle by a suitable forklift truck and trained driver.

Hazardous Waste Consignment Note means the written record accompanying the Waste – which must be kept for a minimum of three (3) years – describing what the Waste is and who produced, carried, and disposed of it.

Hazardous Waste Consignment Note Charge means an amount payable by you for our administration of the Hazardous Waste Consignment Note as set out in Part 3.

Immovable Container means a Container which cannot be moved, safely or otherwise, by one of our drivers.

Initial Term means the period of Service as set out in Part 3 of the agreement which will always be a minimum of two (2) years from the Start Date unless stated otherwise in Part 3 of the agreement.

Kilo Charge means the charge applied to the SUEZ Flex – Total and SUEZ Flex - Secure Packages as stated within Part 3 of the agreement.

Late Payment Legislation means Late Payment of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013 all as amended.

Legal Rules means any UK or applicable European legislation, provision of common law or requirement of any authorisation, licence, consent, permit, or official code of practice, rule or guidance note.

Overdue Charge as set out in our published Charges available at <https://www.dcw.co.uk/tcdocs>.

Overloaded means the weight of the Container is such that it would be too heavy for an individual to manually handle without causing issues relating to health and safety.

Overfilled means the Container lid does not close due to Waste or if there is Side Waste.

Package means the DCW Standard, SUEZ Flex – Total and SUEZ Flex – Secure packages as per Part 3 of the agreement.

DCW Standard Package:

- Initial Term applies.
- All Charges as per Part 3.

SUEZ Flex - Secure Package:

- Initial Term applies.
- Service Charge is fixed during Initial Term.
- All other Charges as per Part 3.

SUEZ Flex - Total Package:

- No Initial Term.
- Set-up Fee applies.
- Service Charge is subject to an RPI increase every 1 April as per paragraph 3.13(c).
- All other Charges as per Part 3.

Rental Charge means the amount so payable under Part 3.

Service Charge means the Charge to be made for the collection of a Container per collection as per Part 3.

Service means the:

- provision of each Container at the Customer Service Site; and/or
- collection, transport, processing, recycling and disposal (where applicable) of the Waste from each Container, any ancillary services; and/or
- provision of each Waste Transfer Note and its administration.

Set-up Fee means the set-up fee as applied within the SUEZ Flex - Total package as set out in Part 3. This will be included in the first invoice to you.

Side Waste means any Waste or material on top, adjoining or within very close proximity of the Container.

Spare and Replacement Key Charge means as stated in our published Charges available at <https://www.dcw.co.uk/tcdocs>

Start Date means the earlier of the date on which the Containers are delivered to you or the date of on which any other Service commences.

TEEP means regulation 13 of the Waste (England and Wales) Regulations 2011 (SI 2011/988).

Tip and Return in Part 3(ii) means we take away and return the same Container after emptying.

Vehicle means each vehicle used by us or on our behalf to perform any part of the Service.

Visit Fee means in Part 3B the charge for a visit. All other Charges will still apply, including the Additional Collection Charge for those Containers which are lifted and not priced for within the Visit Fee.

Wait and Load in Part 3(ii) means we will wait whilst you load.

Wasted Journey Charge means the amount that would have been charged for the collection of a Container to cover our abortive journey. You will pay us a Wasted Journey Charge if we do not collect any Container due to contamination, Excessive Weight, Container being an Immovable Container, Container being Overloaded or Overfilled or for any other reason due to your actions such as but not limited to blocked access, locked gate, or Container not being available. For a scheduled collection, the Wasted Journey Charge shall be the Service Charge for the SUEZ Flex - Total and SUEZ Flex - Secure Packages and the Lift Charge for the DCW Standard Package.

Waste Transfer Note means the document, as may be replaced from time to time, signed by us both to comply with the Duty of Care (as defined under S.34 of the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Regulations 1991).

Waste means the waste described by you in any Waste Transfer Note as may be replaced from time to time.

Weight Charge means the charge payable by you and stated as such in Part 3 for waste collected and is calculated per Kilogramme or part thereof.

Weight Allowance means the weight allowance applied to any single Customer Service Site within the DCW Standard Package before Excess Weight Charges apply.

Working Day means a Monday to Friday, excluding bank holidays and public holidays.

Written Notice means a written notice in line with paragraph 8 of this agreement.