



Terms and Conditions of Sale

1. GENERAL

1.1 These conditions apply to all agreements for the supply of services by SCB Oxford Ltd and supersede any previous terms and conditions. No additions or modifications to our terms inconsistent with these conditions shall be binding upon SCB unless specifically agreed in writing by SCB

1.2 SCB may require a credit application from the customer and in processing the credit application the customer consents that SCB may make enquiries of credit reference agencies or other sources, who may keep a record of SCB enquiry and that SCB may use any information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing.

1.3 The rights and obligations of the customer under this agreement shall be personal and shall not be assignable without the express consent of SCB.

1.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

2. DURATION

2.1 The agreement shall commence on the commencement date and shall continue unless terminated in accordance with this agreement.

2.2 The service shall commence with effect from the date agreed between the parties.

3. PAYMENT TERMS

3.1 The charge will be calculated on booking and the payment will be required at order stage.

3.2 The customer shall not be entitled to dispute any payment made. The customer agrees that SCB records will be proof of the service provided.

3.3 Personal Guarantee

Where a Company enters into an agreement with us then the Company agrees to ensure that at least one of the Company Directors enters a personal guarantee with us to guarantee all and any payments due to us from the Company.

4. PRICE

4.1 shall have the right to increase the charge at any time to take account of any variation in SCB's costs including (but not limited to) variation in wages, disposal costs, administration costs, cost of materials and equipment, fuel costs, taxes, duties and cost of compliance with Relevant Legislation. SCB shall endeavor to give the customer not less than 7 days' notice of any variation of the charge under this clause but notwithstanding this the customer shall be liable to pay any increase from the date specified in the notice.

5. DELIVERY ACCESS UNLOADING AND RETURN

5.1 The equipment used for delivery or collection to the site in the quantity specified on order.

5.2 The customer shall provide suitable access to the site, a suitable area for siting the vehicle and suitable facilities for turning the vehicle around.

5.3 The driver of the vehicle may in his absolute discretion refuse delivery or collection if he believes that access to the site or turning facilities are unsafe or likely to cause damage to the vehicle or if there is any reason to believe that the proposed area for siting the equipment is unsuitable. In this case a wasted journey cost of approx. £100 depending on location will be charged.

5.4 Subject to Clause 9.2, the customer shall be responsible for the safety of any person (including the employees and agents of SCB) whilst on or about the site.

5.5 A waiting time of 30 minutes is given, anything over this will be charged at £1.50 per minute.

6. PERFORMANCE DATES AND FORCE MAJEURE

6.1 Without prejudice SCB shall have no liability for any delay or default in the provision of the service caused directly or indirectly by breakdown or unavailability of vehicles inability to obtain labour or any other causes beyond SCB's reasonable control.

7. RISK

7.1 Risk of any loss or damage to the equipment shall pass to and remain with the customer from the time when the equipment first arrives at the site, except where the loss or damage arises from the negligence or wilful default of SCB, its employees, agents or sub-contractors.

8. VEHICLE LOADING

8.1 The customer will conform to any statutory enactments and regulations and bye-laws and regulations of local or other statutory authorities which apply to the vehicle. 8.2 The customer shall not:

8.2.1 overload or overfill the vehicle.

8.4 The customer has agreed that the vehicle is suitable to contain and transport the waste in the quantities specified. SCB relies on the customer's advice as to the quantity and weight of waste involved in the provision of the service.

9. WASTE

9.1 The customer and SCB shall each sign a new Transfer Note: It is an offense to overload grab lorries. Any damage caused to the lorry will be charged to the hirer.

9.2 SCB will be entitled to refuse to deal with any material:

9.2.1 which has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous; or

9.2.2 the handling of which may cause SCB to incur civil or criminal liability; or

9.2.3 which it has reason to believe is or may be a special waste; or

9.2.4 the disposal of which might involve SCB in additional expense or an unreasonable amount of extra work

10. DISPOSAL

10.1 SCB will use all reasonable endeavours to satisfy itself that any disposal site at which the customer's waste is disposed of is operated in accordance with statutory requirements where such disposal site is not operated by SCB. However, SCB accepts no liability whatsoever for any third party's failure so to operate.

11. CANCELLATION POLICY

11.1 We reserve the right to cancel the contract between us if:

11.2 We cannot obtain the authorisation of payment for the goods you have ordered;

11.3 We have insufficient stock to deliver the goods you have ordered;

11.4 We do not deliver to your area;

11.5 What you ordered was listed at an incorrect price due to a typographical error or an obvious error in the pricing information.

11.6 If you cancel with less than 24 hours notice we reserve the right to charge up to 50 % of the price of order. If the goods are out for delivery we may retain 100 % of the price of order.

12. LIABILITIES OF THE CUSTOMER

12.1 During the agreement the customer shall make good to SCB all loss of or damage to the vehicle caused by the customer.

12.2 Subject to Clause 9, the customer shall make good to SCB all loss of or damage to the vehicle caused by the customer.

12.2.1 any act omission or negligence of the customer its agents or employees; or 12.2.2 the provision of the service.

12.3 If the customer requests that the vehicle be placed in a position which requires the

vehicle to leave the public highway the customer shall indemnify and hold SCB harmless against any loss costs claims damages or expenses which SCB may thereby incur whether as a result of damage to the vehicle, the equipment, the property of the customer or a third party including damage to the road margin or pavements.

12.4 The customer shall maintain insurance cover in respect of this indemnity and shall at the request of SCB provide a copy of the insurance policy as proof of maintaining such cover.

13. AMENDMENT

13.1 SCB reserves the right to amend this agreement as it considers necessary to comply with statutory requirements from time to time or any change in legislation governing the collection transport and disposal of waste and will notify any such amendment to the customer as soon as practicable.

14. NOTICES

14.1 Any proposal acceptance agreement authority permission or notice referred to in this agreement shall be:

14.1.1 in writing; and

14.1.2 given to the party for whom it is intended at the address for that party as set out in this agreement, or such address as is notified to the other party for that purpose; and

14.1.3 given by post or e-mail and shall be deemed to have been received two working days after the date of posting or one working day after the date of e-mail as the case may be.

15. GOVERNING LAW

15.1 This agreement shall be governed by and construed in accordance with the Laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

15.2 Any reference to any Act of Parliament Regulation or order shall include any re-enactment, amendment, replacement or modification thereof.

16. FOREBEARANCE

16.1 No time indulgence or relaxation on the part of SCB shown or granted in respect of any of the provisions of this agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of SCB under this agreement or operate as or be a waiver of any breach by the customer of the terms of this agreement.

DEFINITIONS

In these conditions the following words and expressions shall have the following meanings:

"Charge" means the total amount payable for the service in respect of the collection charge, daily rental and delivery charge.

"Charge per tonne" means the amount per tonne of waste collected in any lift.

"Vehicle" means the grab lorry ordered to deliver materials or collect waste from a site.

"Disposal Site" means the site or sites further particulars of which are set out overleaf.

"Equipment" means each and every item of waste disposal equipment hired out by SCB to the customer, including containers.

"Relevant Legislation" means any statute, European Community Directive or the requirements of any government department, local authority or other public or competent authority and guidelines contained in government waste management papers and codes of practice issued by the government for the waste disposal industry and which are relevant to the parties' obligations under this agreement.

"Service" means the provision of equipment and a Transfer Note (or any other document required for the lawful storage, collection, transportation and disposal of waste), collection of waste, transport of waste disposal of waste or any part thereof as agreed between SCB and the customer.

"Special Waste" means a special waste as defined in the Special Waste Regulations 1996.

"Transfer Note" means the current controlled waste descriptions and transfer note completed by the Customer and SCB pursuant to the provisions of the Environmental Protection Act 1990 and regulations made there under which relates to the waste covered by this agreement.

"Vehicle" means each and every vehicle owned or operated by SCB, its agents or sub-contractors which visits any collection site to deliver, empty, replace or remove equipment.

"Waste" means the waste further particulars of which are set out overleaf or in any current Transfer Note applicable to this agreement.

"Working Day" means a day (excluding Saturday and days where local holidays do not coincide with public/bank holidays) on which banks in London are open for general business.