

Full Terms & Conditions of Supply: Customer Copy – Specialist England Limited

Definitions.

Charge	refers to the price shown on the quotation (plus vat, and if applicable Environment Agency movement taxation).
Label	means the label specific to each waste container.
Service	means the waste management collection services provided to a named business or site (single or part of a group)
Agreement term	means the duration which is set at twelve months unless stated otherwise.
Hire equipment	means equipment supplied on hire to the customer provided by Enva England Specialist Waste Limited Services.

Payment and Rates.

The customer will pay all invoices within 30 days net.

If the customer disputes a portion of the invoice the undisputed portion will be paid 30 days of invoice date.

All quotations are based on legislation and costs current at the time of quotation. It may be subject to change, as a result of change in legislation (including any changes to Environment Agency movement taxation), or movement within the downstream recyclable marketplaces, or commodity markets during the course of the agreement.

The service agreement period runs on a 12-monthly basis from the service implementation (start) date (which could vary from the signatory date). Enva England Specialist Waste Limited Services reserve the right to terminate the agreement with one months' notice period in writing should the customer fail to honor payment as per the terms.

The customer may terminate the agreement by giving a minimum of three month's written notification to end on the service agreement start date (which is the service implementation date or any other date otherwise agreed), otherwise it will continue for a further term or any agreed, specified period. All waste collections will be subject to the Environment Agency movement taxation which is then forwarded to the Environment Agency on the customer's behalf.

Containers.

Payment by the customer will be requested / invoiced on the initial delivery of drums / equipment to the customer's premises. All subsequent charges will be made thereafter on a monthly basis for the service schedule.

If Enva England Specialist Waste Limited provides containers for the customer, the containers will remain the property of Enva England Specialist Waste Limited and should not be modified in any way by the customer.

The customer will be responsible for any loss or damage to the containers whilst on the customer's premises or operating site from the date they are delivered to the customer.

The containers supplied will be UN "type approved" thus complying with the required standard set by current legislation.

The customer will use each container for specific waste only as defined by the label.

For persistent incorrect use of the supplied containers which may lead to processing difficulties, Enva England Specialist Waste Limited may charge for non-compliance of waste segregation to the specific container as defined by the label.

Parts / Brake Cleaning Equipment.

Enva England Specialist Waste Limited will provide and service cleaning equipment where requested and charge individually or as a total hazardous waste solution fee. Servicing shall include Degreasing fluid / Aqueous solution replacement, parts and labour which will be covered by the agreed monthly fee.

Equipment shall be provided for the duration of the agreed period or 24 months if the equipment has been provided as a single service solution.

Documents.

On collection of the waste Enva England Specialist Waste Limited will provide the customer with documentation necessary to comply with all legislation.

The customer will keep records of the documentation in accordance with applicable legislation.

The customer will ensure Enva England Specialist Waste Limited Services' vehicles have adequate access and space to perform the service and the Enva England Specialist Waste Limited driver is provided with any rules and regulations relevant to safety and conduct on the customers' premises.

Collections.

Enva England Specialist Waste Limited will visit the customer on a regular basis in line with the agreed service level or proposal.

Enva England Specialist Waste Limited may change the collection schedule at any time during the agreement following liaison with the customer.

The customer will consign all contracted waste streams to Enva England Specialist Waste Limited. Any variation will lead to a surcharge being applied.

Transportation.

Enva England Specialist Waste Limited will transport all waste(s) in accordance with all UK legislation.

The customer will ensure wastes are not mixed prior to transportation.

The customer will notify Enva England Specialist Waste Limited of any mixed waste(s) prior to collection so that transportation regulations are adhered to.

Termination.

Both Parties agree that the agreement commences from the service implementation date of the provision, and run thereafter in 12 months terms.

Where degreasing equipment is provided then a 24 month term shall apply with 12 monthly terms thereafter. In addition to the above, the following termination clauses shall apply:

Both signatories acknowledge that this service agreement will terminate directly if either party goes into Administrative or any other form of Receivership, or ceases trading for any other reason during its operation.

The customer may terminate the agreement by giving a minimum of three month's written notification to end on the service agreement start date (which is the service implementation date or any other date otherwise agreed), otherwise it will continue for a further term or any agreed, specified period.

If compliance levels reach a standard whereby non-segregation of waste at production level jeopardises our licence, notice to the contractual sponsor will be issued to rectify the consignments requiring collection before transportation.

Should the client issue termination during the contractual term then Enva England Specialist Waste Limited Services shall be in their right to claim for any remaining monthly amounts otherwise attained during the term. Furthermore any loss of earnings relating to the recyclable value of waste streams which would have been collected (i.e., waste oil, lead acid batteries, etc.), will also be calculated and charged for at the relative market rate/s at that time.

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