

## EMS Waste Services Ltd

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EMS

## EMS STANDARD TERMS AND CONDITIONS – Updated April 2018

1. A safe means of access to, and egress from, the waste storage area must be provided for the transport personnel (in accordance with the Occupiers Liability Acts 1957 and 1984 and the Health and Safety at Work Act 1974).
2. The contractor must be made aware of the safe working procedures in force at the producer's site, and any temporary hazards associated with the collection and handling of the waste.
3. It is the responsibility of the waste producer to decide whether or not a waste should be regarded as hazardous or non-hazardous. Any advice offered by ourselves in this respect, is purely our opinion. All partially completed consignment notes provided by ourselves should be checked, and verified by signature of the producer, as required by the Hazardous Waste Regulations 2005. We cannot therefore accept any liability for the incorrect notification of any consignments.
4. The producer must provide samples and/or safety data of all types of waste to be removed. If on subsequent investigation the information given is found to be false or incomplete, and/or the sample forwarded for analysis is found to be non-representative of the crude source, EMS reserve the right to refuse collection of the waste and defer or cancel any further business.
5. Waste collected that is found to be different from what has been stated will be charged accordingly and EMS have the right to forward on a surcharge.
6. All changes in waste composition must be noted to the contractor immediately.
7. All containers must be suitable for the waste in question and be readily identifiable (adequately labelled) with the exact description of contents and be sealed and in a safe condition for handling and transportation in accordance with the Classification, Packaging and labelling of dangerous substances Regulations 1996.
8. The Carriage of Dangerous Goods by Road Regulations 1996 (and amendments) will apply.
9. The Environmental Protection Act 1990 will apply.
10. The Control of Pollution (Amendment) Act 1989 will apply.
11. The Hazardous Waste Regulations 2005 and Waste Acceptance Criteria will apply.
12. Wastes with unknown breakdown qualities will need pre-treatment or leachate test in accordance with the Waste Acceptance Criteria.
13. It is the responsibility of the waste producer to ensure that a statutory consignment note accompanies any hazardous waste to be disposed of as required by the Hazardous Waste Regulations 2005, during collection, transit and disposal.
14. We regard either your verbal or written instructions to proceed, as acceptance in full of our terms and conditions of trading.
15. The contractor guarantees regular collection and disposal of the waste as specified (except in conditions of adverse weather or industrial disputes).
16. The contractor will ensure, in the case of hazardous waste that proper documentation, where appropriate, is sent to the Environmental Agency, stating that the waste was disposed of correctly at the specified site
17. The contractor will allow the waste producer to gain access to the contractor's site at all reasonable times, without giving prior notice (i.e. to carry out an audit).
18. The waste producer must ensure that the signed waste specification documents reflect the waste constituents to be conveyed and that the constituents present are unlikely to cause additional hazards through mixing.
19. The contractor will accept the general responsibility for the waste (providing there have been no breaches of conditions by the waste producer) when the vehicles leave the waste producers premises.
20. The contractor will undertake to abide by all the relevant legislation, by-laws etc while carrying out the contract work. In the event of accident or spillage the contractor has in force a Public Liability insurance amounting to £10 000,000.00.
21. All vehicles used by the contractor will be suitable for the contractual work and will be regularly maintained and in a good state of repair.
22. We reserve the right to sub-contract any work providing the companies are registered in compliance with all correct legislation and work in accordance with our standard operation procedures.
23. **WARNING EMS OR ITS SERVANTS ACCEPT NO LIABILITY FOR DAMAGE OR CLAIMS WHATSOEVER FOR VEHICLES DELIVERING OR COLLECTING OFF THE PUBLIC HIGHWAY. PLEASE NOTE** when delivering or collecting off the Public Highway it is possible that damage can occur to the road surface or to adjoining property. If you wish our vehicle to proceed off the Public Highway then it must be clearly understood that it is at your request and responsibility.
24. **LIGHTING OF SKIPS** It is the customer's responsibility to ensure all lamps supplied are lit and in position with cones around the container during hours of darkness, any call out by the Authorities is chargeable.
25. **OVERLOADING OF SKIPS** Containers are only allowed to be loaded to form a level top. Additional charges may be levied if the situation arises whereby customers overload, and our driver/agent considers them unsafe
26. **LIGHTING OF FIRES IN CONTAINERS** - Under no circumstances is this permitted and customers who do so are liable to charges for damage.
27. **LOSSES** If lamps, cones and marker boards are provided by the Company, any losses are chargeable at full cost.
28. **OUR PRICES** are based on our vehicles loading within **30 minutes** (unless specified). If there are delays on site not attributable to our equipment or personnel a demurrage charge will be applicable. **The cost of our containers includes 2 weeks hire only. We reserve the right to collect the skips after the 2 week term or charge a daily/weekly rate for any time in excess of 2 weeks. Rates are subject to change with or without notice dependant on the reason for the change.**
29. Any wasted journeys, aborted calls, cancelled skips (not due to EMS' services) may incur an appropriate haulage and/or administration charge dependant on the individual circumstances.
30. Our terms of payment are strictly Net Monthly Account.
31. EMS telephone calls are now recorded for training and quality purposes.

The company shall be entitled to amend these terms and conditions as it considers necessary to comply with any Statutory Authority or any regulatory requirements or any change in Legislation governing the collection, transport, disposal and/or treatment of waste.