

# Terms of Service

## Work Ticket/Customer Advice Note

Please note that some materials which for example, have the properties described in Clause 2 below, must be subject to F A T Technical Control procedure, our Depot Manager can inform you of the details immediately. If the materials are so subject, then a formal Waste Specification and the relevant Waste Specification Terms of Service apply these will supersede the Terms of Service printed below.

### 1. F.A.T Undertakes:

(1) To service the Waste in a proper and efficient manner according to the Customer Advice Note overlaid subject to the following conditions contained in these Terms of Service and

(2) to comply with all special site conditions and safe working procedures notified to and acknowledged in writing by F.A.T before the date of the Customer Advice Note in accordance with the obligation of the Customer under the Health and Safety at Work Act 1974.

### 2. The Customer Undertakes:

(1) that the Waste is properly described overlaid and is not subject to the Control of Pollution (Special Waste) Regulations 1986 No. 1729 or any other Regulations (eg. The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1981, The Dangerous Substances (Conveyance by Road in Packages etc) Regulations 1984, The Classification Packaging and Labelling of Dangerous Substances Regulations 1984) and will at all times correspond in all material respects with that description.

(2) that the constituents of the Waste shall be compatible and stable and no hazard will through the mixing of such constituents and

(3) that F.A.T's Equipment will not be overloaded or improperly loaded and that no explosive, poisonous or polluting substance will be placed therein.

These undertakings are absolute and shall continue comprised notwithstanding any inspection by F.A.T of its Equipment or of any substance placed therein.

### 3. Safety:

(1) The Customer shall provide a suitable and safe means of vehicular access for the servicing of the Waste.

(2) The Customer shall be wholly responsible for the safety of all the persons (including the employees and agents of F.A.T) entering within the premises where the Equipment is sited.

(3) The Customer shall bear all risks involved in connection with siting, loading and use of the Equipment, servicing of the Waste at the premises where the Equipment is sited and failure to comply to any with any of the Customer Obligations in these Terms of Service.

The Customer shall indemnify F.A.T against all proceedings and claims for any loss, damage, personal injury or loss of life arising from any of the Customer's undertakings and obligations under his Contract howsoever caused except where the Customer can affirmatively establish that the circumstances giving rise to the same were solely attributable to the negligence or wilful act or default of F.A.T or any of its employees or agents provided that the liability of F.A.T its associated and subsidiary companies, shall be limited to the sum of £500,000 in respect of any one incident or series of incidents arising out of the same event.

### 4. Responsibility for Property:

F.A.T shall not be responsible for any property (including personal effects) deposited by the Customer or any other person in the Waste or the Equipment and shall not be bound to return the same nor be liable for any loss or damage thereto.

### 5. Servicing of Waste:

F.A.T will endeavour to service the Waste as requested unless delayed or prevented from doing so by circumstances beyond its reasonable control. F.A.T shall not be liable to the Customer or to any third party for any direct or consequential loss caused by any delays in the performance of its obligations.

### 6. Responsibility of Equipment:

(1) The Customer shall not burn anything in the Equipment nor place any marking on nor submit nor part with possession of any Equipment and shall be responsible to F.A.T for any loss or damage to the Equipment (other than ordinary wear and tear) and for the cost of repairs and expenses resulting from the Customer's failure to take reasonable care of the same.

(2) Where the Equipment is placed (whether by F.A.T on the Customer's instructions or otherwise) on a highway (whether public or private) or any public place the Customer shall be absolutely responsible therefor and for the siting and lighting thereof and for obtaining all necessary permissions and licences (including those under the Highway Act 1980) and for ensuring observance of the terms and conditions thereof.

### 7. Application of Terms:

(1) For avoidance of doubt when the Customer has accepted F.A.T's Waste Specification Terms of Service then obviously the Terms of Service on this page do not apply.

(2) Subject thereto these Terms Of Service apply together with the Customer Advice Note overlaid and supersede all other written and verbal agreements, arrangements and representations made at any time between the parties and any conflicting terms of purchase or order sought to be imposed by the Customer. No other terms, conditions or warranties express or implied shall be of any effect whatsoever unless in writing and signed by or on behalf of the Customer and F.A.T in each case by a duly authorised representative.

**N.B.** If you have any doubt at all that your waste materials could present any environmental or human problems, it is your duty to inform us.

Cones and lighted lamps must be adjacent to a skip on the highway when there is unobstructed visibility and particularly at night.