

FORTRESS

CONTROLLED WASTE TRANSFER NOTE & CONTRACT

Environmental Protection Act 1990 Duty of Care

FORTRESS RECYCLING LTD. Registered Waste Carrier (Warwick) Cert No. War \ 858007 (The Contractor)

Dongan Road, Cape Road Industrial Estate, Warwick. CV34 4JW

Telephone: 01926 493414 Fax: 01926 499700

Customer Invoice Address	
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.....	
Post Code	Telephone No.

Location of Required Collection for the producer of the waste	
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.....	
.....	
.....	
Post Code	Telephone No.

THE SCHEDULE OF CONTAINERS AND COLLECTIONS

Containers (type/capacity)	No. of Container and No. of Collections Per Week
Special Conditions	

The customer contracts with Fortress Wastecare (Spa) Ltd for one year commencing

*

It is agreed that the Contractor will exclusively undertake to collect and dispose of commercial refuse as detailed in the Schedule above on behalf of the Customer in accordance with the terms and conditions overleaf.

Description of Waste

The type of waste being transferred is
(** Insert description waste to be collected)

* *

Signed

Signed

For and on behalf of Customer

For and on behalf of
Fortress Wastecare (Spa) Ltd

Name (Block Capitals)

Date:

For Terms and Conditions see over

NOTICE OF TERMINATION OF TRADE REFUSE AGREEMENT

Invoice Address	
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Post Code	Telephone No.

Location of Collection	
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Post Code	Telephone No.

To:

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Under the terms and conditions of the existing trade refuse contract for the customer and site set out above, notice is hereby given for the termination of the trade refuse agreement.

No further collection be required after

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Signed

For and on behalf of Customer

Name (Block Capitals)

Date:

FORTRESS

CONTROLLED WASTE TRANSFER NOTE & CONTRACT

Environmental Protection Act 1990 Duty of Care

FORTRESS RECYCLING LTD. Registered Waste Carrier (Warwick) Cert No. BLS/344561 (The Contractor)

Dongan Road, Cape Road Industrial Estate, Warwick. CV34 4JW

Telephone: 01926 493414 Fax: 01926 499700

Customer Invoice Address	
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Post Code	Telephone No.

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THE SCHEDULE OF CONTAINERS AND COLLECTIONS

Containers (type/capacity)	No. of Container and No. of Collections Per Week
Special Conditions	

The customer contracts with Fortress Wastecare (Spa) Ltd for commencing (* Insert today's date)

It is agreed that the Contractor will exclusively undertake to collect and dispose of commercial refuse as detailed in the Schedule above on behalf of the Customer in accordance with the terms and conditions overleaf.

Description of Waste
The type of waste being transferred is
(** Insert description waste to be collected)

Signed

Signed

For and on behalf of Customer

For and on behalf of
Fortress Wastecare (Spa) Ltd

Name (Block Capitals)

Date: As above

For Terms and Conditions see over

1. **TYPE OF WASTE**

- (1) The Customer shall agree to properly describe the waste and confirm whether the waste is subject to the Control of Pollution (Special Waste) Regulations, 1980 or any other Regulations including the Environmental Protection Act, 1990, Section 34 regarding the conveyance and packaging and shall ensure that the waste will at all times correspond in all material respects with the description.
- (2) The Customer undertakes to ensure that constituents of the waste will be compatible and stable and no hazard will arise through their mixing and that no explosive or poisonous or polluting substances shall be placed in the Equipment.

2. **FREQUENCY OF COLLECTION AND RELIEF**

The Contractor undertakes to collect refuse weekly or as stated in the Schedule. Except for payment due and payable by the Customer in accordance with the Contract, neither party hereto shall be liable to the other for its failure to perform hereunder if such failure shall be due to industrial dispute or any other circumstances beyond its reasonable control.

3. **CONTRACT PERIOD**

The Contract will be initially for the number of years stated on the front side of this document but shall continue in force thereafter on a year by year basis. Either party may terminate this agreement by the service of Notice in writing, on customers headed paper which must be not less than six months duration and must be expressed to expire on the date which is three months after any anniversary of the commencement of the service.

4. **RESPONSIBILITY FOR CONTAINERS**

The Customer accepts responsibility for any loss or damage, including fire, to any containers owned by the Contractor while such equipment is in the Customer's custody or control pursuant to this Contract. The Customer shall indemnify and hold harmless the Contractor from and against any and all claims for loss or damage to property or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any containers so furnished pursuant to this Contract.

5. **PAYMENT**

The charges under the contract will be invoiced in advance in four thirteen week increments each year. Terms payment 28 days within receipt of invoice. Customers paying by bank standing order can choose to pay monthly in arrears. The charges under the initial contract are fixed for one year from the date of signing. After the end of the initial Contract period the Contractor may adjust the charges subject to notice prior to the next invoice date, giving one month's notice in writing. If the revised charges are unacceptable to the customer the existing charges will be maintained during the notice period (Clause 7).

6. **VARIATIONS**

Any variation to the charges, the type, size and amount of containers and the frequency of collection may be agreed in writing by the parties without affecting the other clauses in this Contract. Any requests by the customer for increases or decreases in the Contracted Service must be made in writing. Credits cannot be issued for verbal, telephoned or retrospective amendments. The contractor is not under any obligation to agree to changes to the contract.

7. **TERMINATION**

In the event the Customer wishes to terminate this Contract at any time other than provided for in Clause 3 'Contract Period', the Customer agrees to pay the contractor as damages - a sum equal to the total of the Customer's charge for the current 12 month period.

8. **ASSIGNMENT**

This agreement may be assigned, transferred or otherwise dealt with by the Contractor.

9. **ARBITRATION**

Any dispute of difference arising out of this Contract which cannot be settled amicably shall be finally settled by reference to one or more arbitrators appointed by the President for the time being of the Institute of Waste Management.

10. **VALUE ADDED TAX**

Value added tax will be added to all charges at the rate applicable at the time of invoice.

11. **CONTAINER WASHING**

It is the customer's responsibility to keep containers clean.

12. If a customer requires a vehicle collecting waste to leave a public highway the customer shall fully indemnify the contractor in respect of any loss, cost claims, damages or expenses in respect of person, property or vehicles.