

ARUN DISTRICT COUNCIL
RESOURCES DEPT

6 - AUG 2010

ACTION... DS.

Service Agreement

and Waste Transfer Note

Customer Name: CARLYLE'S	Site Contact: MR DAVID CARLYLE
Address: NORFOLK HOUSE FELPHAM ROAD FELPHAM Bognor Regis	Telephone: [REDACTED]
Postcode: PO22 7DA.	Email: [REDACTED]
Type, size and number of containers/equipment required: 1x 660LW GIW 1x 660LW M/R.	

	Yes	No	Attached
1. Can Veolia gain access during normal operational hours?	☒	☐	☐
2. Is there good LGV access?	☒	☐	☐
3. Are there potential hazardous wastes on site?	☐	☒	☐
4. Are there any circumstances for overloading in weight or excessive volumes of waste?	☐	☒	☐
5. Does the site have baling/compaction or shredding equipment on site? (If supplied by Veolia ensure that H&S department is notified)	☐	☒	☐
6. Are there any overhead obstructions or cables?	☐	☒	☐
7. Are there any PPE requirements on site? (If so attach details)	☐	☒	☐
8. Is there contact with minors or disabled people?	☐	☒	☐
9. Does the site have good lighting/visibility	☒	☐	☐
10. Does the site have specific site rules? (If so please obtain a copy)	☐	☒	☐
11. Does the site have specific induction requirements? (If so please obtain the details)	☐	☒	☐
12. Does the site have any specific accident, incident, near miss reporting and emergency arrangements? (If so please obtain a copy)	☐	☒	☐
13. Does the site have any procedures in place to deal with spillages?	☐	☒	☐
14. Does the site have any procedures in place to deal with ice and snow?	☐	☒	☐

*If any of the above questions are not applicable please complete with N/A

Who provided the above information?

Customer	Veolia
Name David Carlyle	Name M. WILTSHIRE
Signature [REDACTED]	Signature [REDACTED]
Position [REDACTED]	Position B.O.E
Date 14.7.10	Date 14/7/2010.

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[illegible]

Please complete a diagram below showing: means of LGV access and egress, location of containers and identify any potential hazards (see list below for guidance). Please show these hazards on the diagram.

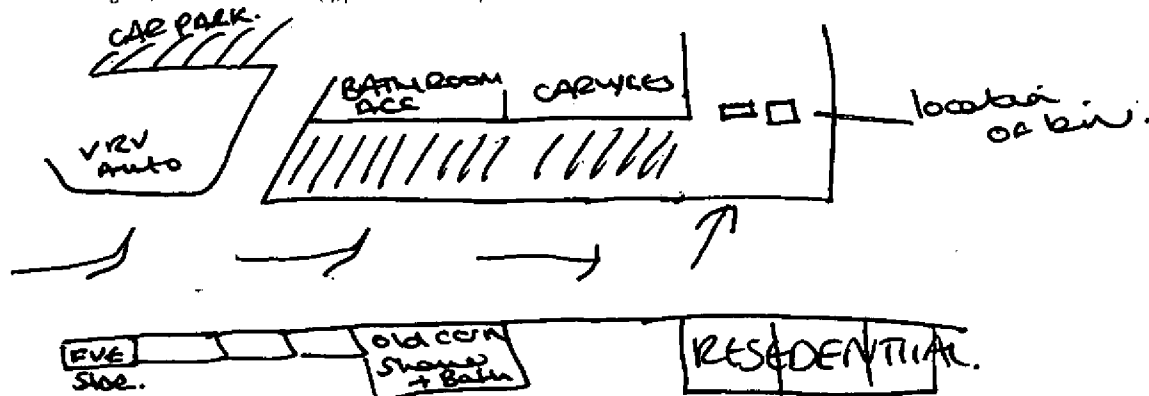
Hazards	Risk Factor L/M/H	Control Measures	Revised Risk Factors L/M/H
1. Customer vehicle/mobile plant movements/pedestrian segregation	L/M	Care - Pavement dividing access to bin. Pedestrian.	
2. Veolia vehicle movements/pedestrian segregation (including reversing movements)	L/M	"	
3. Container movement/pedestrian segregation (including reversing movements)	L/M	"	
4. Condition of floors/surfaces	L	Good surface.	
5. Manual handling of containers	L/M	Pulling of bin and small cub.	
6. Access to/from containers	L	Good access	
7. Associated equipment (compactors, bailers, shredders)	N/A		
8. Overhead obstructions	N/A		
9. Variable conditions (ice, snow, rain, light, dark)	L	visited in good conditions.	
10. Any other hazards not listed above (please indicate)	N/A.		

• Risk Factor = Probably x Severity L = Low M = Medium H = High

If the revised risk rating remains at M or H further action must be taken prior to service commencing by:

Customer ☐ Veolia ☐ Action Completed ☐ Date _____ Signed _____

Sketch of site (show LGV access/egress, location of container(s), potential hazards)



Assessment carried out by:

Customer	Name: DAVID	Date: 14.7.2010
Veolia	Name: M. WILSON	Date: 14/7/2010.

Review Date _____ (+12 months or on change of work method)

1. The first group of people who were involved in the project were the members of the community who were living in the area.	1.00
"	1.00
"	1.00
2. The second group of people who were involved in the project were the members of the community who were living in the area.	1.00
3. The third group of people who were involved in the project were the members of the community who were living in the area.	1.00
4. The fourth group of people who were involved in the project were the members of the community who were living in the area.	1.00
5. The fifth group of people who were involved in the project were the members of the community who were living in the area.	1.00
6. The sixth group of people who were involved in the project were the members of the community who were living in the area.	1.00
7. The seventh group of people who were involved in the project were the members of the community who were living in the area.	1.00
8. The eighth group of people who were involved in the project were the members of the community who were living in the area.	1.00
9. The ninth group of people who were involved in the project were the members of the community who were living in the area.	1.00
10. The tenth group of people who were involved in the project were the members of the community who were living in the area.	1.00



MARKETING INFORMATION

Would you like to receive Insight, our free E-bulletin, providing you with a monthly update on the waste industry? ☐ Yes ☒ No

Would you be willing to participate in occasional customer surveys? ☐ Yes ☒ No

Recipient E-mail: Site Contact ☐ Invoice Contact ☐ Other ☐

PRE-TREATMENT DECLARATION

Schedule 10 Paragraph 5(1)(c) of the Environmental Permitting (England & Wales) Regulations 2007 requires that all waste must be pre-treated before it can be landfilled. Pre-treatment is defined as: physical, thermal, chemical or biological processes (including sorting) that change the characteristics of the waste in order to reduce its volume or hazardous nature, facilitate its handling or enhance recovery.

Section 1

Do you recycle or treat any of your waste?

Yes ☒ Please complete Section 2 No ☐ Veolia Environmental Services will process our waste through a compliant facility (where available).

Section 2 (Only complete this section if you have answered Yes in Section 1)

Which items of waste generated on site are currently recycled or recovered?

Please tick appropriate box:

Paper ☒ Compostable ☐ Card ☒ Food ☐ Wood ☐
Metal ☒ Glass ☐ *WEEE ☐ Plastic ☒ Other ☐

(*Waste electrical and electronic equipment)

Please state any other waste streams. These can be services provided by Veolia or another company.

Please indicate the percentage of the total volume recycled:

less than 5% ☐ 5% to 25% ☐ 25% to 50% ☒ 50% to 75% ☐ More than 75% ☐

Pre-Treatment Declaration and Waste Transfer Note must be completed by the customer and submitted to Veolia Environmental Services on an annual basis.

I certify that all the information given is correct:

Signed: [Signature] Date: 14.7.10

Print Name: David Carlyle

On Behalf of: CARLYLE'S

Position in Company: Owner

Signed: [Signature] Date: 21.7.10

Print Name: June Root

On Behalf of: Veolia ES (UK) Limited

Position in Company: CS COORDINATOR

Veolia ES (UK) Limited is defined as "The Carrier" Registered Waste Carrier No. GTL36469 Issued by the Environment Agency

1. Agreement

It is hereby agreed that Veolia ES (UK) Limited (hereby defined as "the Company" - and this shall include any of its fellow subsidiaries or associate companies as may participate in the performance of the contract) will exclusively undertake the waste services referred to above on behalf of Customer (as defined above) and in accordance with the Company's Conditions of Service for Waste printed on the reverse and the following terms and conditions:

2. Contract Period

- 2.1 This Agreement shall remain in force, subject to earlier termination as provided in clause 8 of the Conditions of Service for Waste, for the Initial Period (as defined above) and shall automatically renew and remain in force for successive one year periods (the Renewal Period) thereafter unless either party shall give notice of termination by written notice to the other at least ninety (90) days prior to the expiration of the Initial Period or any Renewal Period.
- 2.2 Subject to clause 2.3 if the customer terminates the Agreement in any Renewal Period then the Customer agrees to pay the Company as liquidated damages a sum equal to the following amount:

- 2.2.1 In the case where the Customer has received Services during the last two months a sum equal to the average monthly Charge (calculated over those two months) multiplied by the number of full months between (i) the receipt by the Company of the written termination notice and (ii) the end of that Renewal Period.
- 2.2.2 In the case where the Customer has not received Services during the last two months a sum equal to the last monthly Charge multiplied by the number of full months between (i) the receipt by the Company of the written termination notice and (ii) end of that Renewal Period.
- 2.3 If the Customer's notice to terminate has only been served in the final 90 days of either the Initial Period or Renewal Period then the "end of that Renewal Period" (as referred to in clauses 2.2.1 and 2.2.2 above) shall mean the end of the next Renewal Period because the Agreement will already have rolled over for a further 12 months.

3. Adjustment of Charges

The Company may adjust the Charges from time to time by giving the Customer notice in writing as set out in the attached Conditions of Service.

FOR OFFICE USE ONLY

Sun Mon Tues Weds Thurs Fri Sat Gain.code

CONDITIONS OF SERVICE FOR WASTE

1. The Contracted Service

1.1 The Company will visit the Premises and provide the Service in accordance with these terms and conditions (the "Conditions") and the Service Agreement and Waste Transfer Note overleaf (together with the Conditions called the "Agreement") during the Contract Period (as described in Clause 2 of the Service Agreement and Waste Transfer Note) subject to suspension in accordance with clause 3.6 below.

1.2 The "Service" shall mean the collection, transportation and/or disposal of waste materials for the Customer.

2. Alterations Not Permitted

2.1 This Agreement forms the whole of the terms of the contract between the Company and the Customer and no variation to it may be made unless expressed in writing and signed by an authorised officer of the Company and the Customer.

2.2 The Company's employees or agents are not authorised to make any representations concerning the Service unless confirmed by an authorised officer of the Company in writing. In entering into this Agreement the Customer acknowledges that it does not rely on and waives any claims for breach of any such representations which are not so confirmed.

3. Charges Payment and Suspension

3.1 The "Charge" is the price to be paid to the Company for the Service and comprises the Service Charge and other charges set out on the Service Agreement and Waste Transfer Note together with any other payments that are due from the Customer.

3.2 The Company will invoice the Customer as set out on the Service Agreement and Waste Transfer Note. The Customer shall pay each invoice within thirty (30) days of the date of the invoice. The Company reserves the right to charge interest on all sums that remain unpaid after the due date, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, at the rate of 8% (or whichever rate shall apply at the time) over the current Bank of England Base rate, together with the late payment charges as set out in the Act, until payment is made.

3.3 Where necessary, the Company reserves the right to increase the Charge of any item referred to in this Agreement on giving prior written notice to the Customer.

3.4 The Charge is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay the Company at the prevailing rate at the date of invoice.

3.5 Subject to clause 3.3 and 7.5 the Charge is inclusive of any applicable landfill tax.

3.6 In the event of the Customer failing to pay the Charge within thirty (30) days of the date of invoice or being in default of its obligations under this Agreement the Company may at its discretion rely on its common law remedies and/or, upon immediate written notice to the Customer, suspend the performance of the Company's obligations under this Agreement until all the arrears of the Charge have been paid and/or any other Customer default has been rectified, provided that such suspension shall not amount to a termination of this Agreement nor entitle the Customer to terminate this Agreement.

3.7 Notwithstanding the terms of clause 3.6 above non payment of the Charge may lead to termination of this Agreement in accordance with the terms of clause 8.1.1.

4. Visit Schedule

4.1 If unforeseen circumstances arise the Company reserves the right to change the visit days to meet operational requirements which where possible will be notified to the Customer in advance.

4.2 If through operational difficulties caused by unforeseen circumstances the Company is not able to visit the Premises on the scheduled day the Company reserves the right to re-schedule the visit to the earliest possible opportunity without liability to the Customer.

5. Safety

5.1 The Customer shall be wholly responsible for the safety of all persons on the Premises (including the employees and agents of the Company).

5.2 The Customer shall bear all risks in connection with the siting, loading and use of all equipment provided by the Company in connection with the Service (the "Equipment").

5.3 The Company must comply with the following in relation to packaging the Waste:

5.3.1 The Customer is responsible for packaging the Waste and placing it in Equipment ready for collection by the Company;

5.3.2 All Equipment shall be loaded safely and evenly and no sharp or hot materials are to be placed in any plastic Equipment or other Equipment likely to be damaged thereby;

5.3.3 Unless otherwise agreed, no Equipment shall be placed on the highway;

5.3.4 No rubbish shall be burned in any Equipment or any fire started or permitted therein by the Customer or any other person;

5.3.5 All methods of packaging shall comply with the requirements of appropriate legislation.

5.4 The Customer must notify the Company in advance of any particular requirement of the Customer relating to health and safety at work and of any hazards, risks or dangers that may arise as a result of the Company or its employees undertaking the Service.

6. Responsibility for Equipment

6.1 All Equipment provided by the Company shall at all times remain the property of the Company.

6.2 The Customer shall be responsible for:

6.2.1 any loss or damage caused to the Equipment whilst it is at the Premises and is not in the care or control of the Company;

6.2.2 maintaining a suitable and safe means of access to and egress from the Equipment at the Premises for the Company's vehicles and employees or agents;

6.2.3 effecting adequate insurance cover for the Equipment for its full replacement value against the risk of loss or damage.

7. The Waste

7.1 The Customer undertakes that the Waste placed in the Equipment for collection by the Company (the "Waste") shall accord with the description in the schedule and will not be or contain any Hazardous Waste as defined in the Hazardous Waste Regulations (England & Wales) 2005 and the Special Waste Regulations 1996 (for Scotland).

7.2 The Customer undertakes to conform with all duties applicable to it under all or any law, statutory guidance, circular, code, standard or resolution of any regulatory body, court or agency in respect of the Waste to the extent that

they have legal effect or are enforceable at any time in the past, present or future and, for the avoidance of doubt this shall include the duties laid down in the Environment Protection Act 1990 and the Environment Act 1995.

7.3 The Company has no contractual obligation to remove from the Premises any Waste which has not been placed within the Equipment or which does not otherwise conform to the requirements set out in this Agreement ("Additional Waste"). The Company may agree to remove and deal with any Additional Waste upon request by the Customer on terms specified by the Company.

7.4 Any waste specified by the Customer as recyclable ("Recyclable Waste") must be capable of being reprocessed in a production process for the original purpose, or for other purposes, but excluding energy recovery and composting.

7.5 If the Company determines that the Recyclable Waste does not comply with clause 7.4, it shall inform the Customer of this non-compliance and the Company shall be entitled to landfill or return the Waste at its discretion. The Customer shall pay to the Company under separate invoice such reasonable additional fees for the services provided under this clause 7.5 and as set out in that invoice.

7.6 Property in the Waste shall pass to the Company on collection but the Customer shall remain liable at all times for any damage caused by the Waste in breach of this Agreement.

7.7 The Service will not be performed if in the reasonable opinion of the operative collecting the Waste, it has been left in a poor condition or not properly sealed or has otherwise not been packaged in accordance with this Agreement or may place any person, vehicle or property at risk, at which time the operative shall advise the Customer where possible, of the reason for non collection. The Customer shall still be responsible for the Charge.

8. Termination and Damages

8.1 The Company may immediately terminate this Agreement at any time by notice in writing to the Customer in the event of:

8.1.1 the Customer being in arrears of any payment due under this Agreement; or

8.1.2 the Customer being in breach of the terms of this Agreement; or

8.1.3 the Customer making or proposing to make any voluntary arrangement with its creditors, being the subject of an administration order or being the subject of any bankruptcy petition or order or winding up petition or order or convening a meeting for its voluntary liquidation; or

8.1.4 the Customer causing or unreasonably allowing a health and safety risk to arise which was not present on the original risk assessment carried out by the Company prior to the Commencement Date

PROVIDED THAT in such circumstances the Company shall be entitled to claim liquidated and ascertained damages from the Customer equivalent to the Charges (at the rate prevailing at date of termination) that would have been payable under this Agreement if this Agreement had continued from the date of such termination to the end of the Renewal Period which is at least three months from the date of actual termination.

8.2 The Customer or the Company may terminate this Agreement as set out at clause 2 (Contract Period) of the Service Agreement and Waste Transfer Note.

9. Indemnity and Liability

9.1 Subject to clause 9.2 each party ("the indemnifying Party") shall indemnify the other party against all claims, losses and expenses arising through any negligent act or omission of the indemnifying Party, its employees and agents, or breach by the indemnifying Party of the terms of this Agreement, and/or (in the case of the Customer only) arising because of any substance, article or thing placed in the Waste.

9.2 Subject to clause 9.4 the Company shall not be liable for any indirect claim, damage or loss (including to avoid doubt any claim for loss of profits), and whether caused by the negligence of the Company, its agents or employees, or as a result of any representation or condition or other term, or any duty at common law, or under the express terms of this Agreement, or otherwise.

9.3 Notwithstanding Clause 9.1:

9.3.1 the Company shall not be liable to the Customer for any damage caused to the surface of the Premises by the Company's vehicles and Equipment arising from inadequate construction of such surface for the weight or type of vehicles and Equipment used by the Company in providing the Service; and

9.3.2 the Company shall not be liable to the Customer, or be deemed to be in breach of this Agreement, by reason of any delay in performing, or any failure to perform, any of the Company's obligations under this Agreement, if any delay or failure was due to any cause beyond the Company's reasonable control.

9.4 The Company does not exclude liability for death or personal injury, or direct damage to property caused by its negligence, or for fraudulent misrepresentation.

10. Miscellaneous Provisions

10.1 Subject as expressly provided in this Agreement all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

10.3 Any notice required to be given by the Customer under this Agreement must be in writing and served on the Company by the Customer and shall not be deemed served unless proof of receipt by an authorised officer is produced.

10.4 No term or provision of this Agreement shall be considered as waived by a party unless a waiver is given in writing by that party.

10.5 Terms defined on the Service Agreement and Waste Transfer Note shall have the same meaning in these terms and conditions.

10.6 Any reference to any law, regulation or order shall include any re-enactment, amendment or modification thereto.

10.7 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

10.8 The Customer undertakes to the Company to keep confidential the existence of this Agreement. The information which the Customer provides to the Company may be used by the Company for direct marketing purposes and to let the Customer know about other products and services offered by the Company. If the Customer does not wish to receive such information, then the Customer should write to the Marketing Department at the Company's Head Office.

10.9 This Agreement shall be governed by the laws of England and the courts of England and Wales shall have exclusive jurisdiction.

Service Ticket: 879 4662058 Service Date: 26/07/2010
Job Order No.: HJB

Depot: PORT COMPACTION
Address: DUNDAS LANE
COPNOR
PO3 5NY PORTSMOUTH,

VAT: GB 530 0088 93

DRY WASTE SERVICE TICKET & TRANSFER NOTE

Phone No.: [REDACTED]

CUSTOMER	OPERATION	CONTAINER TYPE	No. OF LOADS
CARLYLES CAFE & RESTAURANT DAVID CARLYLE T/A NORFOLK HOUSE PO22 7DA FELPHAM Contact Name: Contact Phone No.:	DELIVERY	EURO 880 LITRE	1
<p>Driver Name: TAUNTON Round Number: 90825</p> <p>Vehicle Reg.: QQQ Collection Time:</p> <p>Driver Signature on Collection:</p>			
<p>COLLECTION POINT & PT STATUS</p> <p>PRE-TREATED</p> <p>CARLYLES CAFE & RESTAURANT - FELPHAM DAVID CARLYLE T/A NORFOLK HOUSE PO22 7DA FELPHAM Contact Name: MR DAVID CARLYLE</p>	<p>EWC Code & Waste Description: 200301 Commercial/Indus</p> <p>Tonnage: 26</p> <p>Driver Signature for Disposal:</p> <p>Disposal Site Acceptance Signature:</p>		
<p>DISPOSAL POINT & CLASSIFICATION</p> <p>SITA-LIDSEY SHRIPNEY ROAD</p> <p>PO22 9NZ Bognor Regis, Disposal Date:</p>	<p>OPS Comments: ***PLS DEL</p> <p>P.P.E. Advice: 4 ☐ 5 ☐</p>		
<p>I (the customer) do hereby declare that the service contracted for as defined above has been carried out to my complete satisfaction. Subject to the terms and conditions mentioned overleaf.</p>			
Signed:		Print Name:	

CASH SALES ONLY

NETT £

VAT £

TOTAL £

ARUN DISTRICT COUNCIL
WASTE SERVICES
WINDING
H. WINDING
H. WINDING

WINDING

WINDING

WINDING

CONDITIONS OF VEOLIA ES (UK) LIMITED
(hereinafter referred to as "the Company")

1. The general conditions applicable to the service shall be the conditions of service printed on the reverse of the Company's contract for waste service/transfer note (VES033), which are available on request.
2. The Customer shall ensure that all permissions required before containers can lawfully be deposited on the site, including any permission required under the Highways Act 1980, have been or will be obtained before the Customer directs the driver to deposit the container. The Customer's obligation under sections 139 and 140 of the Highways Act 1980 will be deemed to be incorporated herein.
3. The Customer shall not remove the container from or reposition the container on the site without the consent of the Company.
4. The Company's representative reserves the right to refuse to lift any over-loaded container and the expense of lifting any such container shall be at the cost of the Customer including the costs of any abortive journey.

NOTE:

The Customer must ensure that lamps and cones are adjacent to any containers placed on the highway and that during the hours of darkness or poor visibility the lamps are illuminated and at all times properly maintained.

Service Ticket: 879 4882857 Service Date: 28/07/2010
Job Order No.: HJB

Depot: PORT COMPACTION
Address: DUNDAS LANE
COPNOR
PO3 5NY PORTSMOUTH,

VAT: GB 530 0088 93

DRY WASTE SERVICE TICKET & TRANSFER NOTE

Phone No.: [REDACTED]

CUSTOMER	OPERATION	CONTAINER TYPE	No. OF LOADS
CARLYLES CAFE & RESTAURANT DAVID CARLYLE T/A NORFOLK HOUSE PO22 7DA FELPHAM Contact Name: Contact Phone No.:	DELIVERY	EURO 880 LITRE	1
COLLECTION POINT & PT STATUS PRE-TREATED CARLYLES CAFE & RESTAURANT- FELPHAM DAVID CARLYLE T/A NORFOLK HOUSE PO22 7DA FELPHAM Contact Name: MR DAVID CARLYLE	Driver Name: TAUNTON Round Number: 90625 Vehicle Reg.: QQQ Collection Time: Driver Signature on Collection: EWC Code & Waste Description 150108 Mixed Recycling Tonnage 26-7 Weight Ticket Driver Signature for Disposal: Disposal Site Acceptance Signat OPS Comments P.P.E. Advice 4 ☐ 5 ☐		
DISPOSAL POINT & CLASSIFICATION VEOLIA-MRF PORTSMOUTH (R) Disposal Date:	Signed: Print Name: I (the customer) do hereby declare that the service contracted for as defined above has been carried out to my complete satisfaction. Subject to the terms and conditions mentioned overleaf.		
CASH SALES ONLY	NETT £	VAT £	TOTAL £

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(hereinafter referred to as "the Company")

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NOTE:

The Customer must ensure that lamps and cones are adjacent to any containers placed on the highway and that during the hours of darkness or poor visibility the lamps are illuminated and at all times properly maintained.