



**PLEASE FIND HEREWITH
CREDIT APPLICATION PACK
PLEASE COMPLETE & RETURN
BANK STATUS/ENQUIRY FORM
& CREDIT ACCOUNT APPLICATION FORM**

**MARK ON TOP OF FORM THE
AREA/SITE REQUIRED AND
FAX BACK TO 01302 303093**

CREDIT ACCOUNT APPLICATION FORM

Waste Recycling Ltd



Full Name/Trading Style (please attach Company letterhead if Ltd/Plc)			Parent Group (if applicable)	
Address	<u>Trading Address</u>	<u>Registered Office</u>	<u>Invoice/Statement Address (if different)</u>	
Post Code				
Tel No.				
Fax No.				
Company Registration No.		Date Started Trading	Waste Carrier Registration No (state reason if exempt)	Expiry date
Full names & DOB of Partners/Proprietors (date of birth required for data protection purposes)		Home Address details of Proprietor(s) or Partners (if not limited liability partnership)		
Required Credit Limit £		Bank Details – Bank Name/Address/Post Code		
Order Numbers Required – Yes / No (please ring)				
Please give other WRG a/c numbers (if applic)		Bank Sort Code	Bank Account Number	
Accounts Contact Name		Accounts Telephone No	Accounts Fax No.	Accounts Email
Trade Reference 1 (including Company name/address/contact/tel/fax)		Trade Reference 2 (including Company name/address/contact/tel/fax)		
<p>I/We wish to open a credit account and agree to the 30 days from date of invoice payment terms</p> <p>I/We accept disclosure of information on this form to credit reference agencies/credit grantors for the purposes of credit risk assessment, account management, fraud prevention and tracing</p> <p>The person signing this form authorises such disclosure and confirms he/she is authorised to disclose all corporate and personal information above</p> <p>Terms and Conditions of Sale available on request</p> <p>Authorised Signatory of Applicant _____ Position _____</p> <p>Print Name _____ Date _____</p> <p>Please note : If your account application is accepted you will be notified by post of your account number and credit limit.</p>				
<p>Please ensure all boxes are completed in full using BLOCK CAPITALS (entering N/A where not applicable).</p> <p>This form should be returned together with a copy Waste Carrier certificate and/or Waste Management Licence (if applicable) to :</p> <p>Waste Recycling Ltd, P O Box 637, Doncaster, DN4 5WZ, Tel (01302) 303030, Fax (01302) 303092</p>				
<u>ACCOUNTS USE ONLY</u>				
Account No _____ Date Opened _____ Credit Limit £ _____ Authorised By _____				
Customer Type _____ Customer Category _____ Salesman _____ Credit Controller _____				
Comment _____				
Company Registration number 2674166, Registered Office 3 Sidings Court, White Rose Way, Doncaster, DN4 5NU				



BANK STATUS ENQUIRY & CONSENT FORM

ENQUIRY TO (to be completed by the Customer)

Bank Name _____
 Address _____
 Post Code _____
 Account Number _____ Sort Code _____

ENQUIRY FROM (to be completed by Waste Recycling Ltd)

Name Waste Recycling Ltd
 Address P O Box 637, Doncaster
 Post Code DN4 5WZ Tel No _____
 Contact Name _____ Fax No _____
 E-mail _____ Date _____

INFORMATION REQUESTED ON (to be completed by Waste Recycling Ltd)

We request your opinion as to the means and standing of :-

Name of Our Customer

Customer Address

and their trustworthiness in the way of business to the extent of :-

£ Per Month, payable Net Monthly

Other Comments

Please also confirm if any fixed or floating charges are held on any assets.

CONSENT (to be completed by the Customer)

Subject of Enquiry/Customer Name _____

Consent to _____ Bank providing a reference to

Name of Enquirer Waste Recycling Ltd (address as detailed above)

This authority remains in force for any future reference request from the enquirer until countermanded in writing.

I/We do/do not consent to authorise deduction from the above account for the cost of this first enquiry only.
(delete as applicable)

Authorised Bank Signatory of Subject Signed _____

Date _____

PLEASE ENSURE THIS FORM IS AUTHORISED PRIOR TO RETURN TO "ENQUIRY FROM" ADDRESS

WASTE RECYCLING GROUP LIMITED - TERMS AND CONDITIONS OF SALE (LANDFILL)

1. Interpretation

1.1 These conditions shall govern and apply to every offer, quotation, acceptance and contract of sale between Waste Recycling Group Limited or its subsidiary and associated companies and undertakings ("WRG") of the one part and any person, firm or corporation or employee, subcontractor or agent acting on behalf of such person, firm or corporation for whom the Services are performed ("the Customer") of the other part. These terms may be varied only with the written consent of WRG and any alternative conditions proposed by the Customer are hereby excluded.

2. Definition of terms

"Environment" means all or any of the air, water and land (including, without limitation, air within buildings and other material or man-made structures above or below the ground) and any living organisms or systems supported by those media; "Environmental Laws" means all laws, regulations, common law, directives and other measures (including codes of practice and guidance notes which are of mandatory effect) imposed or issued by any relevant body insofar as they relate to or apply to the Environment including the new contaminated land power enacted by section 57 of the Environment Act 1995 (but not yet brought into force), including the first set of guidance and regulations under that power;

"Services" means the provision by WRG of goods or services as specified in a Quotation and as provided from time to time including but not limited to waste management services;

"Site" means such site as may be specified in the Quotation Letter and/or such other sites where the Company agree to perform the service.

"Transfer Note" means the current controlled waste description consignment or other duty of care documentation required to be completed by the Customer under Environmental Laws;

"Waste" means any waste including any by-product of an industrial process and anything which is abandoned, unwanted or surplus irrespective of whether it is capable of being recovered or recycled or has any value;

3. Quotations

3.1 All quotations or offers of sale ("Quotation") made by WRG or on its behalf are subject to these Conditions and are given subject to confirmation by WRG in writing or otherwise at WRG's discretion upon receipt of the Customer's order and no contract shall be concluded until such confirmation is given. Any Quotation is valid for 30 days or as otherwise determined on the Quotation or as otherwise agreed in writing. All Quotations exclude VAT and all other taxes which will be levied in addition at the prevailing rate.

3.2 The Customer shall provide 48 hours written notice of any change in the agreed amount of Waste PROVIDED THAT WRG reserves the right to refuse an increase in the amount of Waste for operational reasons or because such will cause a breach of WRG's Site waste management licence or permit.

4. Application for credit facilities

4.1 WRG reserves the right to contact any referee provided by the Customer to support an application for credit. A record will be kept by WRG of any information obtained from a credit reference agency - this may include enquiries on employees, shareholders, directors, proprietors or partners.

4.2 Any information received from the Customer and information recorded by WRG in relation to the Customer's

trade credit performance may be passed to a credit reference agency who may share this information with other credit providers for the purposes of credit risk assessment, account management, fraud prevention and tracing.

4.3 Information on the Customer's trade credit performance will also be made available to other credit grantors to assess applications for credit. WRG will share the information obtained above with other group companies for credit risk assessment and statistical analysis.

5. Collection & delivery

5.1 Delivery shall be at WRG's premises unless otherwise stipulated or agreed by WRG. Where collection from or delivery to a Customer site is agreed it is the Customer's obligation to ensure WRG is informed of any hazard on the Customer site and, whilst every effort is made to collect or deliver on time, time is not of the essence of the contract in this respect and WRG will be under no liability to the Customer in this respect including for consequential loss.

5.2 Any collection or delivery dates quoted in WRG documentation are estimates only and not of any contractual effect.

5.3 The Customer warrants that he will provide access and all necessary facilities at a Customer site required to enable WRG to carry out the Services safely and the Customer shall be responsible for the safety of any person including the employees and agents of WRG whilst on or about the Customer's premises. Where WRG is unable to perform Services due to delays or impediments caused by the Customer an additional charge will be made.

5.4 WRG do not undertake to deliver or collect any load over roads or ground which WRG considers to be unsuitable. For deliveries to or collection from a place situated off a public road or where the Customer undertakes the unloading at place of delivery the Customer shall indemnify and hold WRG harmless against any loss, costs, claims, damages or expenses which WRG may thereby incur whether as a result of damage to a vehicle, WRG equipment, the property of the Customer or a third party including damage to the road margin and pavement provided that this clause shall not operate to exclude liability for death or personal injury caused by the negligence of WRG.

5.5 WRG reserves the right to subcontract the Services.

6. Sub-contract Services on the Customer's Site

6.1 The Customer shall provide suitable access to its Site for WRG's vehicles and any vehicles hired or sub-contracted by WRG and shall ensure that such access and its Site are safe for such vehicles ("Vehicles") and their drivers.

6.2 The Customer shall provide adequate [trading] and sheeting facilities at its Site which shall be made available at all times as required by the Vehicles and shall not overload the Vehicles.

6.3 The waiting time of any one of the Vehicles must not exceed 25 minutes from arrival of the Vehicle on the Customer's Site. The Customer shall be held liable for any costs incurred by WRG resulting from a failure to comply with this condition.

6.4 The Customer shall ensure that damage is not caused to the Vehicles while on the Customer's Site whether arising from travelling, loading or overloading. The Company reserves the right to charge the Customer for any costs incurred from such damage.

6.5 The drivers of the Vehicles may, in their absolute

discretion, refuse to enter the Site if they believe that either access to the Site or the Site itself are unsafe or likely to cause damage to the Vehicles.

6.6 The Customer shall ensure that the drivers of the Vehicles shall be notified of any rules relevant to safety and conduct on the Site.

6.7 The Customer shall ensure that the Site is in all respects in suitable and safe condition for the provision of the Services and shall provide such help, assistance and facilities as are required to enable WRG to perform the Services properly.

6.8 Where haulage is provided by WRG, unless otherwise stated in writing by WRG, the sizes of the Vehicles to be provided are approximate only and WRG cannot guarantee and is not responsible for the amount of Waste carried by the Vehicles.

6.9 The Customer must ensure that the Vehicles leave the Customer's Site with the required documentation and that such paperwork is complete and correct in accordance with all current legislation.

6.10 All Waste must be dry unless otherwise agreed in writing by WRG. Any Waste containing a moisture content and/or in the case of soil like Waste the moisture content exceeds the plastic limit or any other non-conforming Waste shall be subject to Conditions 8.1 and 8.2.

6.11 The Customer shall not hire vehicles for haulage of Waste where such has been contracted to WRG unless prior written permission has been obtained from WRG.

6.12 All Waste removed by WRG from the Site shall become the property of WRG from the time when WRG removes the Waste (and shall be dealt with by WRG in accordance with its normal practice) PROVIDED THAT this Condition shall not absolve the Customer from any liability or responsibility under any local or governmental legislation or regulations.

7 WRG site control

7.1 WRG shall at its sole and absolute discretion be entitled to refuse access to any WRG owned or managed site or part thereof and/or to close any site for any period of time (without liability to the Customer). It is the responsibility of the Customer on delivery to satisfy themselves as to the suitability of the access roads to the waste discharge area (and facilities for turning the vehicle around) for which WRG gives no warranty of suitability and accepts no liability for any damage caused (other than for death or personal injury caused by the negligence of WRG for which liability is not hereby excluded) WRG reserves the right to charge any costs incurred on removing a Customer vehicle from a WRG site

8 Nonconformance Waste

8.1 WRG shall be entitled to refuse to deal with any material :

8.1.1 which it has reason to believe is toxic, poisonous, explosive, flammable, radioactive or otherwise dangerous ; or

8.1.2 the handling of which may cause WRG to incur any civil or criminal liability ; or

8.1.3 the disposal of which might involve WRG in additional expense or an unreasonable amount of extra work ; or

8.1.4 which is outside the terms of its licences from time to time ; or

8.1.5 which WRG is unable to treat or dispose of for any reason ; or

8.1.6 which has been inaccurately described; or

8.1.7 which is in excess of the quantity agreed to be treated or disposed of ; or

8.1.8 in respect of which the Customer has breached its obligations under these Conditions: and any such material shall be removed or otherwise treated at the liability of the Customer in default of which the Company may charge the Customer the costs of such removal or treatment.

8.2 The Customer shall provide all such assistance and information as the Company shall require in order to identify and deal with non-conformance Waste

9 Acceptance of Waste

9.1 When delivering Waste to WRG, the Customer shall deliver a signed Transfer Note fully completed in accordance with Environmental Laws. The Customer warrants that all Waste will be transferred in accordance with Environmental Laws and that the constituents of the Waste are stable containers (where used), are suitably labelled and that no hazard will arise therefrom

9.2 The Customer shall give not less than 3 full working days notice to WRG in respect of any Waste to be delivered to WRG which requires special treatment or is classed as "special" or "hazardous" Waste under Environmental Laws.

9.3 WRG shall be entitled at any time to inspect any Waste delivered by the Customer to any Site and to reject such Waste or any part of it. No such inspection shall be deemed to be an acceptance of the Waste by WRG nor that the Waste accords with the Transfer Note WRG shall at its discretion take samples to carry out analysis to test for compliance with the specification.

9.4 The Customer warrants that any deviation in the composition of the Waste as described in the Transfer Note shall entitle WRG to (a) request that the Customer amends the description of Waste on the Transfer Note subject to legislative compliance, or (b) charge the Customer for any extra cost incurred as a consequence of the Waste not being in accordance with the specification, forwarding a revised quotation where requested, or (c) reject the Waste and require the Customer to remove the Waste from site and dispose of the Waste at its own expense and in a manner according to Environmental Laws.

9.5 WRG shall notify the Customer within 28 days if the Waste is not to specification. No such inspection or any such rejection shall affect or reduce the liability of the Customer to WRG and the Customer shall indemnify and hold WRG harmless against all losses, costs and expenses resulting directly or indirectly from such failure to meet specification.

9.6 The Customer agrees that except where otherwise agreed in writing by WRG the quantity of Waste specified by the WRG weighbridge shall be conclusive proof of the weight of Waste delivered.

10 WRG equipment on Customer's sites

10.1 WRG equipment shall be deemed to be in good working order and condition and fit for the Customer's purpose (save for defects not discoverable by a reasonable examination) except to the extent that the Customer notifies WRG to the contrary within three working days of delivery of the equipment to the Customer's site.

10.2 The Customer shall at all times allow WRG, its employees or agents access to the equipment to inspect, empty or replace it and on the termination of the Contract to remove it from the Customer's site. The Customer will conform with all instructions of WRG in relation to the equipment. The Customer shall not overload the equipment, cause damage to the contents of the equipment, interfere with the mechanism of the equipment or add or attach to the equipment any words or logos unless otherwise agreed in writing by WRG. All equipment provided shall remain the property of WRG. The

equipment must only be used by the Customer and must be kept at the Customer's site

10.3 WRG relies on the Customer's advice as to constituents and quantities of Waste. The Customer may not place or cause to be placed in WRG's equipment any material other than the category of Waste detailed in the quotation.

10.4 WRG may in its absolute discretion refuse to perform any part of the Services for such periods as are deemed necessary if it believes that the Customer's site is unsafe or likely to cause damage to a WRG vehicle or if there is any reason to believe that the proposed area for siting any equipment is unsuitable.

10.5 The Customer shall supply a safety officer or other qualified person to oversee operations and provide assistance whenever WRG's equipment is being utilised as part of the Services.

11 Liability

11.1 WRG shall not in any circumstances whatsoever be liable in contract, tort or otherwise to the Customer for any loss or damage (however remote) including pure economic or consequential loss suffered by the Customer as a result of either (a) the exercise by WRG of any of its rights under this contract, (b) any delay by WRG, (c) any loss suffered by any third party, (d) any loss suffered for any failure to carry out the Services caused by circumstances beyond the reasonable control of WRG, or (e) any loss arising during the conveyance and delivery of Waste by the Customer (including damage to Customer vehicles whilst on WRG premises). Any limitation or exclusion of WRG's liability in these conditions shall not apply in the case of death or personal injury resulting from any negligence of WRG, its servants, employees or agents.

12 Prices

12.1 The prices for the Services shall be either (i) as detailed on the Quotation or (ii) those applicable at the date the Services are supplied. All prices quoted are exclusive of VAT and all other taxes which will be charged in addition at the rate applicable at each relevant tax point. All Services will be invoiced and payment will become due at the prices prevailing at the date of supply.

12.2 The Customer shall pay to WRG an additional amount equal to any and all taxes and other government charges payable in respect of the Services and WRG shall be entitled to recover from the Customer any additional tax, duty or government charge which becomes payable as a result of the Waste being incorrectly described in the Transfer Note or as a result of any assessment by HM Customs & Excise.

12.3 WRG reserves the right to charge the Customer for a minimum quantity of Waste for each individual load of Waste serviced.

12.4 WRG reserves the right to review prices according to (but not limited to) market conditions, prevailing costs, or impact of legislative changes. WRG will serve written notice on the Customer of such changes in prices and reserves the right to suspend further Services if these revised prices are not accepted.

12.5 WRG shall be entitled to charge extra for work undertaken outside normal working hours (details on request).

13 Payment

13.1 Customer's accounts are due for payment by the date falling 30 days from the date of invoice. WRG reserves the right to discontinue Services if (a) the Customer's account is overdue or (b) the Customer's account is over the limit determined by WRG or (c) WRG believes that the Customer is not making suitable arrangements for payment of the existing account, at which time all amounts owing to WRG from the

Customer whether under this contract of sale or otherwise shall become immediately due and payable (irrespective of the terms of the agreement under which the same is payable) and WRG shall be entitled to require payment in cleared funds in full before performing any further Services.

13.2 The Customer shall not be entitled by reason of any withholding, set-off or counterclaim to withhold any payment of any amount due to WRG.

13.3 Interest shall be payable on overdue accounts at the rate of 8% above Bank of England base rate to run from the due date of payment until receipt by WRG of the full amount (including any accrued interest) whether before or after judgement. WRG reserves the right to recover the full costs and disbursements incurred as a result of instructing a debt recovery agency or other professional advisors to seek to recover any amount outstanding from the Customer.

13.4 Time shall be of the essence for the purposes of all payments to be made under this contract.

14 Force majeure

14.1 WRG may suspend or terminate the Services immediately and without liability if it is unable to perform its Services due to circumstances beyond its control, including but not limited to any act of God, war, invasion, riot, legislation, government order, accident, drought, or failure of power supply.

15 Title

15.1 Title to the Waste shall pass to WRG upon acceptance by WRG of the Waste at the relevant WRG waste management facility in accordance with the Transfer Note provided that no breach of the Customer's obligations under these conditions has occurred. WRG reserves the right to recycle or otherwise treat, separate or recover the Waste.

15.2 If the Customer has itself not received payment from its customers in respect of any Waste delivered to WRG it shall upon request assign its rights against such customers to WRG.

16 Obligations & liabilities of the Customer

16.1 The Customer hereby indemnifies WRG in full and holds WRG harmless from all losses, costs, expenses, liabilities and obligations it may suffer or incur (directly or indirectly and including finance and legal costs) on a full indemnity basis following any breach by the Customer of any of its obligations under these terms including loss of profit, economic loss and consequential loss.

16.2 The Customer shall ensure that its employees, sub-contractors and agents engaged in the delivery of Waste to the WRG waste management facility are (a) suitably trained, clothed, and authorised, (b) fully aware of relevant legislation and guidelines prior to using WRG facilities, (c) whilst on WRG premises comply with all instructions given by WRG and its employees and agents and comply with the WRG "Conditions of Site Use" and (d) comply with the requirements of all Environmental Laws or other legislation relating to waste disposal or waste management and all legislation affecting health, safety and welfare of the general public and persons using or employed at the waste management facility.

16.3 The Customer undertakes to maintain adequate public liability insurance to meet all claims and liabilities likely to arise as a consequence of entering into this contract.

16.4 WRG shall be entitled to 24 hours notice of cancellation of a contract by the Customer and reserves the right to charge for all losses resulting from any cancellation.

16.5 The Customer warrants that any vehicle, equipment or container used to transport, store or handle Waste is in safe and good working order and in accordance with relevant

Environmental Laws or other environmental and health and safety legislation, guidelines, statutory enactments and local by laws. All risks involved with such conveyance whether on a WRG site or elsewhere shall be borne by the Customer

17 Termination

17.1 Without prejudice to any other rights of WRG, WRG shall be entitled to terminate the Contract by notice to the Customer forthwith and recover all losses as a result of the following events occurring or WRG having reasonable grounds to believe they may occur: if the Customer (a) commits a material breach of any of its obligations under this contract, or (b) makes any arrangement or composition with its creditors, or (c) enters into liquidation or administration or has a winding-up petition presented against it or is otherwise dissolved or is the subject of an order for its dissolution or calls a meeting of its creditors or suffers the appointment of an administrator or receiver or any guarantee provided is terminated or is otherwise ineffective or (d) ceases or threatens to cease to carry on business or (e) has any distress, execution or other process levied upon any of its assets or any guarantor of its obligations or (f) fails to pay when due any amount due hereunder to WRG

17.2 The liability of the Customer to WRG shall not cease by reason of any termination of this contract, but WRG shall have no further obligation to the Customer after any such termination. On termination of this contract all sums due from the Customer to WRG shall become immediately payable.

18. Notices

18.1 All notices to be served under these Conditions shall be either in writing by post or by personal delivery to the registered office of the party to be served or such other address as one party may notify to the other and if effected by post shall be deemed to be received 48 hours after the date of posting or by facsimile transmission which shall be deemed to be received on the day of sending.

19. Invalidity/Severability

19.1 If any condition or any part of any condition shall be held to be invalid, illegal or unenforceable in whole or in part or in conflict with English law such condition or part condition shall be severed from this contract and it shall not invalidate this contract and the remainder of the contract shall continue in full force and effect.

20. Governing Law

20.1 These Conditions shall be governed by and construed in all respects in accordance with English law