

CUSTOMER INVOICE INFORMATION

Company Name: ("the Customer") Kings Hill parish council	
Address: 70 Gibson Drive , Kings Hill, West Malling, Kent, ME19 4LG	
Invoicing Contact: Morgan Fuller	Email: khcc@kingshillparish.gov.uk
Telephone: 01732220919	Mobile:

CUSTOMER SITE INFORMATION

Company Name: Kings Hill Community Centre	
Address ("the Premises") 70 Gibson Drive , Kings Hill, West Malling, Kent, ME19 4LG	
Service Contact: Morgan Fuller	Email: khcc@kingshillparish.gov.uk
Telephone: 01732220919	Mobile:
Customer Description: Waste Producer <input checked="" type="checkbox"/> Other <input type="checkbox"/> (Please specify)	
Nature of business/type of process from which the waste is produced: 86.90 - Other human health activities	

Waste Hierarchy declaration - I confirm that I have fulfilled my duty to apply the waste hierarchy as required by Regulation 12 of the Waste (England and Wales) Regulations 2011 (in the case of England and Wales) or Section 34, subsection 2A of the Environmental Protection Act 1990 (as inserted by Regulation 2(4) (b) of the Waste (Scotland) Regulations 2011) (in the case of Scotland).

**PRE-TREATMENT DECLARATION**

Schedule 10 Paragraph 5(1)(c) of the Environmental Permitting (England & Wales) Regulations 2010 and or Regulation 12 (1) of the Landfill (Scotland) Regulations 2003 (as appropriate) 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 <input checked="" type="checkbox"/> Please complete Section 2 No <input type="checkbox"/> 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 <input checked="" type="checkbox"/>	Compostable <input type="checkbox"/>	Card <input checked="" type="checkbox"/>	Food <input type="checkbox"/>	Wood <input type="checkbox"/>
Metal <input type="checkbox"/>	Glass <input type="checkbox"/>	*WEEE <input type="checkbox"/>	Plastic <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
(*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% <input type="checkbox"/>	5% to 25% <input checked="" type="checkbox"/>	25% to 50% <input type="checkbox"/>	50% to 75% <input type="checkbox"/>	More than 75% <input type="checkbox"/>
Pre-Treatment Declaration and Waste Transfer Note must be completed by the customer and submitted to Veolia Environmental Services on an annual basis.				
This document will act as pre-treatment declaration and waste transfer note and is valid until September 30, 2020				

Veolia ES (UK) Limited is defined as "The Carrier" Registered Waste Carrier No. CBDU95537 Issued by the Environment Agency

Veolia Privacy Notice click [here](#)

SERVICE AND WASTE TRANSFER NOTE DETAILS ("THE SERVICE")

Service: Kings Hill Community Centre		
Container Type: Euro	Size: 1100ltr	Quantity 1
Service Frequency: Fortnightly	Number of container lifts per visit: 1	Lifts Per Week:
Load weight of each container not to exceed 56kg		
EWC Code: 150106		
Description of Waste ("the Waste"): Mixed Packaging		
Charges:-		
Service Charge:	£9.50 Per Lift	

Service: Kings Hill Community Centre		
Container Type: Euro	Size: 1100ltr	Quantity 1
Service Frequency: Weekly	Number of container lifts per visit: 1	Lifts Per Week: 1
Load weight of each container not to exceed 70kg		
EWC Code: 200301		
Description of Waste ("the Waste"): Mixed Municipal Waste		
Charges:-		
Service Charge:	£15.50 Per Lift	
Other Charges:	£0.15 0.15p per kilo over the 70 kilo limit	

PRINCIPAL TERMS**1. Agreement**

It is hereby agreed that Veolia ES (UK) Limited (hereby defined to as "the Company" - and this shall include any of its fellow subsidiaries or associate companies as may participate in the performance of the Agreement) will, from the Service Commencement Date, exclusively (i.e. to the exclusion of other waste/recycling companies) undertake the waste services referred to within this Agreement on behalf of the customer (as defined in the Agreement) and in accordance with the Companies Conditions of Service for Waste printed on the reverse and the following terms and conditions:

2. Contract Period

2.1 This Agreement shall come into force on the Date of Contract (as set out in the signature box below) and shall remain in force, subject to earlier termination as provided in clause 8 of the Conditions of Service for Waste, until the end of the Initial Period (as defined below) effective from the Service Commencement Date and shall automatically renew and remain in force for successive 12 month 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 before the end of either the Initial Period or 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 or the Initial Period (as the case may be).

2.2.2 in the case where the Customer has not received Services during the last two months a sum equal to the Charge in the latest month in which services were received 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 or the Initial Period (as the case may be).

2.3 If the Customers notice to terminate has only been served during 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.

2.4 If the Customer terminates the Agreement between the Date of Contract and Service Commencement Date then the Customer agrees to pay the Company as liquidated damages a sum equal to the monthly Charges which would have been payable for the Initial Period.

3. Adjustment of Charges

Should the load weight of the container exceed the weight highlighted within the service schedule. Veolia ES (UK) Limited reserve the right to make a charge for the additional treatment cost incurred.

Service Commencement Date: (Week Commencing) 04/11/2019

Initial Period of: 12 months effective from 4th November 2019 ("the Initial Period")

Special Instructions/Notes:

Veolia ES (UK) Limited is defined as "The Carrier" Registered Waste Carrier No. CB/EP3195BG Issued by the Environment Agency

I hereby certify that:

- All the information in this Service Agreement, Waste Transfer Note and Risk Assessment is correct and agreed
- I have read and accepted the Principal Terms above and also the Conditions of Service for Waste overleaf
- I am duly authorised to sign this agreement
- This agreement is subject to the approval of any required credit application and of Veolia ES (UK) Limited

Signed Morgan fuller
Morgan fuller (Oct 30, 2019)

Print Full Name: Morgan Fuller

Position: Manager

as authorised signatory on behalf of: Kings Hill parish council

Date of Contract: 30/10/2019

Signed: Danny Reynolds

Print Name: Danny Reynolds

Position: Area Sales Executive

as authorised signatory on behalf of Veolia ES (UK) Limited

Service Agreement Number: SA-271614

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 (including the Principal Terms) overleaf (together with the Conditions called the "Agreement") from the Service Commencement Date and thereafter throughout the Contract Period (as described in Clause 2 of the Principal Terms of the Service Agreement and Waste Transfer Note) subject to suspension in accordance with clause 3.7 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 Service Agreement and Waste Transfer Note together with any other payments that are due from the Customer. For the avoidance of doubt, the total tonnage of waste collected by the company shall be calculated using the company's own weighbridge.

3.2 The Company will invoice the Customer as set out on the Service Agreement and Waste Transfer Note (and may send any such invoices to the Customer electronically). 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 Upon providing notice in accordance with clause 2.1 of the Principal Terms overleaf the Customer shall promptly pay to the Company a charge of £50.00 in respect of the collection of each container by the Company

3.5 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.

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

3.7 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.

3.8 Notwithstanding the terms of clause 3.7 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 Company.

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 Customer 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 correctly in the Equipment ready for collection by the Company;

5.3.2 The Customer shall allow the Company (which shall include any of its employees, agents, servants and sub-contractors) such access to the Premises in order that the Company is fully able to provide the Service in accordance with this Agreement

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

5.3.4 The Customer shall not overload the Equipment and shall comply with any weight limits that the Company may impose from time to time

5.3.5 Unless otherwise agreed, no Equipment shall be placed on the highway nor shall the Equipment be placed on any premises owned or occupied by a third party in such a way as to cause a trespass;

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

5.3.7 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, theft or damage caused to the Equipment whilst it is at the Premises (or elsewhere) and is not in the care or control of the Company including all charges in connection with the provision by the Company of any replacement Equipment;

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 European Council Directive 2008/98/EC as amended from time to time.

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 including but not limited to the duties laid down in the Environmental 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 but shall not be under any obligation to remove and deal with any Additional Waste upon request by the Customer on terms and any additional charges 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 otherwise dispose of 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 as a result of the Customer's breach of this Agreement or the Customer's negligence.

7.7 The Service will not be performed if in the reasonable opinion of the operative collecting the Waste on behalf of the Company, the Waste has been left in a poor condition or not properly sealed or has otherwise not been packaged in accordance with this Agreement or if the operative deems that the Waste 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, notwithstanding the provisions of this clause, still be responsible for the Charge.

7.8 If the Customer fails to comply with any provisions in this Agreement which causes any wasted journey having been commenced by the Company (where the Company has as a result of the Customer's failure, been unable to provide the Service) the Company reserves the right to charge the Wasted Journey sum stated on the Service Agreement and Waste Transfer Note

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 Service Commencement Date

8.1.5 the Company for reasons beyond its control being unable to secure access to the Premises in order to carry out the Service PROVIDED THAT in such circumstances referred to in this Clause 8.1 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, such Renewal Period being 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 Principal Terms 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 (for the avoidance of doubt including but not limited to 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 Premises by the Company's vehicles and equipment arising from inadequate construction of the Premises 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 but it does cap its liability for direct damage to the Customer's or a third party's property at £1 million per event.

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:

10.3.1 in writing on the Customer's own letter head and signed by the Customer itself; and

10.3.2 served on the Company by the Customer itself. For the avoidance of doubt, the Customer shall not be permitted to appoint any 3rd party agent or similar to serve notices on its behalf (including but not limited to any notice of termination pursuant to clause 2 of the Principle Terms of the Service Agreement and Waste Transfer Note) 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 Duty of Care 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 Company shall be entitled to assign this Agreement to another party (including its own group companies) but the Customer shall be prohibited from assigning this Agreement to any other party whatsoever.

10.9 The Customer undertakes to the Company to keep confidential the existence of this Agreement and any information in relation to 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.

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





Veolia - Service Agreement - Kings Hill Community Centre 12-2019

Final Audit Report

2019-10-30

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