

DR7 LTD

Standard Terms and Conditions — Waste Management Services

Version 1.0 | Effective January 2025

Company Registration No. 15701744 | VAT No. GB 491090981

These Terms apply to all waste collection, transportation, treatment, recovery, and disposal services provided by DR7 Ltd. By placing an order for Services you confirm that you have read, understood, and agree to be bound by these Terms in full. Where the Customer holds a Credit Account with DR7 Ltd, the DR7 Credit Account Terms and Conditions also apply and take precedence in respect of credit, payment timing, and account management.

Important — Regulatory Context: Waste management in England and Wales is a heavily regulated activity. Both the Company and the Customer carry legal obligations as waste carrier and waste producer respectively. These Terms set out the allocation of regulatory responsibility between the parties. Customers should ensure they understand their Duty of Care obligations under Section 34 of the Environmental Protection Act 1990 before placing an order for Services.

1. Definitions

In these Terms the following expressions have the meanings set out below:

"Authorised Facility" means a waste management facility that holds a valid Environmental Permit, registered exemption, or other lawful authorisation under the Environmental Permitting (England and Wales) Regulations 2016 to receive, treat, recover, or dispose of the relevant category of Waste.

"Business Day" means any day other than a Saturday, Sunday, or public holiday in England and Wales.

"Company" means DR7 Ltd (Company Registration No. 15701744), whose registered office is at Unit 1 Gatehead Mill, Delph New Road, Delph, Oldham, OL3 5DB.

"Contract" means the agreement between the Company and the Customer for the provision of Services, formed in accordance with clause 2.

"Credit Account" means a credit account opened by the Company in the name of the Customer, governed by the DR7 Ltd Standard Terms and Conditions — Credit Account, which permit the Customer to receive Services on deferred payment terms. References in these Terms to a Customer holding a "Credit Account" are references to such an account being open and in good standing at the relevant time.

"Customer" means the person, firm, or company that places an order for Services with the Company.

"Duty of Care" means the duty imposed on waste producers, importers, carriers, and managers under Section 34 of the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Regulations 1991 (as amended).

"EWC Code" means the European Waste Catalogue code assigned to a category of Waste under the List of Wastes (England) Regulations 2005 (as amended), used to identify and classify waste on transfer documentation.

"Force Majeure Event" means any event or circumstance beyond the reasonable control of a party including extreme weather, natural disaster, third-party disposal facility closure, industrial action, road closure, fuel shortage, vehicle breakdown, government action or restriction, or change in applicable law or regulation.

"Hazardous Waste" means Waste that is classified as hazardous under the Hazardous Waste (England and Wales) Regulations 2005 (as amended) by reference to the hazardous properties listed

in Schedule 1 to those Regulations (H1 to H15) and as identified by an asterisked entry in the List of Wastes (England) Regulations 2005.

"Insolvency Event" means the making of an administration order or appointment of an administrator; the passing of a resolution for winding-up or presentation of a petition for winding-up; the appointment of a receiver, administrative receiver, or manager over any asset; entry into any voluntary arrangement, scheme of arrangement, moratorium, or composition with creditors; an inability to pay debts within the meaning of Section 123 of the Insolvency Act 1986; or any analogous process in any jurisdiction.

"Invoice" means a formal invoice issued by the Company to the Customer for Services provided.

"Landfill Tax" means the tax levied on landfill disposal in England and Wales under the Finance Act 1996 and subsequent Finance Acts, charged at the standard or lower rate as applicable to the Waste category.

"Services" means waste collection, transportation, bulking, sorting, treatment, recovery, recycling, and/or disposal services provided by the Company under a Contract.

"Terms" means these Standard Terms and Conditions — Waste Management Services, as amended from time to time.

"Waste" means any material the Customer presents for collection that is, or is treated as, waste within the meaning of Section 75 of the Environmental Protection Act 1990, including controlled waste, construction and demolition waste, and commercial and industrial waste.

"Waste Producer" means the person or organisation whose activities generate Waste, being the Customer in the context of these Terms, as defined in Section 34(3) of the Environmental Protection Act 1990.

"Waste Transfer Note" means a completed waste transfer note in the form required by the Environmental Protection (Duty of Care) Regulations 1991 (as amended) for each consignment of non-hazardous Waste transferred from the Customer to the Company, including season ticket Waste Transfer Notes where applicable.

2. Basis of Contract

2.1 These Terms apply to all Contracts between the Company and the Customer and supersede any terms the Customer may propose. No variation to these Terms shall be effective unless agreed in writing and signed by a director of the Company.

2.2 A Contract is formed when the Company issues a written or emailed order confirmation. The Company's quotations are indicative and do not constitute binding offers. The Company reserves the right to refuse any order without giving reasons and without incurring liability.

2.3 The Company will not collect any Waste before the relevant Waste Transfer Note (for non-hazardous Waste) or Hazardous Waste Consignment Note (for Hazardous Waste) has been completed, signed by both parties, and retained by each party as required by law. Collection cannot lawfully commence before these documents are in place. The Company will not be liable for any delay arising from the Customer's failure to complete the required documentation before the vehicle arrives.

2.4 Where an order is placed verbally, the Customer must confirm in writing (by email or purchase order) within 1 Business Day of the verbal instruction. In the absence of written Customer confirmation, the Company's own records (including collection records, Waste Transfer Notes, and driver records) shall constitute prima facie evidence of the order and its terms.

2.5 For recurring or regular waste collection arrangements, the parties may agree a standing order arrangement. Such arrangements are subject to these Terms in full and either party may terminate on 30 days' written notice in accordance with clause 14. A season ticket Waste Transfer Note may be used for recurring collections of the same waste type from the same site, covering up to 12 months in accordance with the Environmental Protection (Duty of Care) (England) (Amendment) Regulations 2014, which amended the Environmental Protection (Duty of Care) Regulations 1991 to permit season ticket arrangements; the Company will advise whether a season ticket arrangement is appropriate.

3. Duty of Care and Waste Classification

3.1 The Customer acknowledges its status as Waste Producer and its obligations under the Duty of Care. The Customer must ensure it takes all reasonable steps to prevent the unauthorised or harmful deposit, treatment, or disposal of Waste.

3.2 Before each collection, the Customer is solely responsible for providing the Company with a complete and accurate written description of the Waste, including:

- the type and nature of the Waste and its origin;
- the correct EWC Code applicable to the Waste;
- the estimated weight or volume;
- whether the Waste is classified or likely to be classified as Hazardous Waste;
- any known or suspected hazardous properties (H1 to H15 as per the Hazardous Waste Regulations 2005);
- whether the Waste contains or is suspected to contain asbestos-containing materials (ACMs), persistent organic pollutants (POPs), waste electrical and electronic equipment (WEEE), or any other regulated material requiring a specific disposal route; and
- any relevant physical characteristics that could affect safe collection, loading, or transport.

3.3 The Customer must not present Hazardous Waste for collection unless: (a) it has been expressly agreed in writing by a director or authorised representative of the Company before dispatch; (b) the relevant Hazardous Waste Consignment Note has been completed in full in accordance with the Hazardous Waste (England and Wales) Regulations 2005; and (c) where the Services are carried out in Wales, the collection premises have been registered as a hazardous waste producer premises with Natural Resources Wales, as required under the Hazardous Waste (England and Wales) Regulations 2005. Note: premises registration for hazardous waste production in England was removed from April 2016 following the Environmental Permitting (England and Wales) (Amendment) Regulations 2016 and is no longer required for English premises.

3.4 The Customer must not mix Hazardous Waste with non-hazardous Waste, or mix different categories of Hazardous Waste with each other, in a manner that would contravene Regulation 18 of the Hazardous Waste (England and Wales) Regulations 2005 or that would make safe handling, transport, or disposal more difficult or more expensive.

3.5 A Waste Transfer Note (for non-hazardous Waste) or Hazardous Waste Consignment Note (for Hazardous Waste) will be completed before each collection in accordance with clause 2.3. Electronic completion via the Environment Agency's edoc system or equivalent electronic platform is acceptable. Each party will retain their copy for at least: (a) 2 years, in the case of Waste Transfer Notes; and (b) 3 years, in the case of Hazardous Waste Consignment Notes, as required by applicable regulations. For Hazardous Waste, the consignee (receiving facility) is required under the Hazardous Waste (England and Wales) Regulations 2005 to provide a consignee return copy to the Environment Agency (or Natural Resources Wales) within 72 hours of receiving the Waste. The Customer acknowledges this obligation exists and that accurate consignment note completion is essential to enable it.

3.6 If the nature, composition, volume, or hazard classification of the Waste changes between the date of description and the date of collection, the Customer must notify the Company in writing immediately. The Company reserves the right to decline collection, renegotiate the price, or apply a surcharge to reflect the changed circumstances.

3.7 The Customer must not compact, cover, seal, or otherwise conceal Waste in a manner that prevents reasonable visual inspection by the driver or Company representative before loading. The driver has the right to inspect Waste before accepting the load.

3.8 All costs, fines, regulatory charges, investigation costs, remediation costs, and third-party claims arising from the Customer's inaccurate or incomplete description of Waste shall be borne entirely by the Customer. The Customer's liability under this clause is without limitation and is subject to the indemnity in clause 11.

4. Pre-Acceptance, Consents, and Permitted Facilities

4.1 The Company operates as a registered waste carrier under the Waste (England and Wales) Regulations 2011 (Upper Tier). The Company's Environment Agency carrier registration number is

available on request and will be provided on each Waste Transfer Note and Hazardous Waste Consignment Note issued. Customers can verify the Company's registration status on the Environment Agency's public register at environment.data.gov.uk. Customers are reminded that verifying the carrier registration of their waste contractor before engaging them is a core component of their own Duty of Care obligations.

4.2 The Company warrants that throughout the term of each Contract it holds and will maintain: (a) a valid Upper Tier waste carrier registration under the Waste (England and Wales) Regulations 2011; (b) where the Company acts as a waste broker or dealer in arranging for third parties to manage Waste, a valid broker and/or dealer registration under the same Regulations; and (c) any Environmental Permit, registered exemption, or other lawful authorisation required under the Environmental Permitting (England and Wales) Regulations 2016 for any transfer, bulking, sorting, or treatment operations carried out at the Company's own premises. The Company will promptly notify the Customer if any required authorisation is suspended, revoked, or lapses during the performance of a Contract.

4.3 Before accepting any Waste, the Company will carry out pre-acceptance checks to assess whether the Waste as described can be lawfully accepted, transported, and directed to an appropriate Authorised Facility. The Customer must provide any technical data, test results, or supporting documentation reasonably requested by the Company to enable these checks. The Company is not obliged to accept Waste that cannot be lawfully managed with the documentation or information provided. Where Waste is to be directed to a landfill site, the Customer must provide or procure the basic characterisation and compliance testing required to demonstrate that the Waste meets the Waste Acceptance Criteria (WAC) applicable to the class of landfill (inert, non-hazardous, or hazardous) under the Landfill (England and Wales) Regulations 2002 (as amended). The Company will advise whether WAC testing is required; the cost of any required testing is borne by the Customer. The Company is not liable for facility rejection arising from the Customer's failure to provide adequate characterisation data.

4.4 The Customer must hold all permits, registered exemptions, or other consents required for the storage, accumulation, or handling of Waste on its premises prior to collection, and must comply with all conditions of those permits. The Company is not responsible for assessing or verifying the adequacy of the Customer's site consents.

4.5 The Company will direct Waste to an Authorised Facility appropriate to the waste type. The Company does not guarantee that Waste will be directed to any particular named facility. Where the Customer requires Waste to be directed to a specific facility (e.g. for contractual, accreditation, or sustainability reporting purposes), this must be agreed in writing before the order is accepted and may be subject to additional charges.

4.6 The Company may, where operationally necessary, change the Authorised Facility to which non-hazardous Waste is directed, provided the substitute facility is lawfully authorised to receive that category of Waste. The Company will notify the Customer of any such change upon request and will update waste transfer documentation accordingly. For Hazardous Waste, any change of Authorised Facility requires prior written notification to the Customer and agreement of a new Hazardous Waste Consignment Note before the Waste is redirected; the Company will use reasonable endeavours to arrange this with the Customer as soon as practicable.

4.7 Subcontracting: The Company may subcontract the carriage of Waste to third-party hauliers where operationally necessary. Any subcontracted carrier must hold a valid Upper Tier waste carrier registration. Where a subcontractor is used, the Company remains responsible for ensuring that all Waste Transfer Notes and Hazardous Waste Consignment Notes are completed correctly to name the actual carrier and comply with applicable documentation requirements. The Customer will be notified of subcontractor involvement on request. The use of a subcontractor does not affect the Company's liability under these Terms.

5. Service, Collection, and Site Requirements

5.1 Collection dates and times given by the Company are estimates only. Time for collection is not of the essence. The Company shall not be liable for any loss, damage, or regulatory consequence arising from delay in collection howsoever caused, except where the delay is caused directly by the Company's own breach of contract.

5.2 The Customer shall ensure safe and lawful vehicular access for Company vehicles at the collection point, including adequate turning space, ground bearing capacity, and height clearance appropriate to the vehicle type. The Customer is responsible for ensuring that access routes are free from overhead cables, underground services, and other hazards. The Customer shall disclose to the Company any known or suspected weakness in ground conditions, structures, or access routes before each collection.

5.3 The Customer shall comply with all applicable health and safety legislation at the collection point, including (where relevant) the Construction (Design and Management) Regulations 2015, the Health and Safety at Work etc. Act 1974, and RIDDOR 2013. Specifically, the Customer shall:

- brief the driver on relevant site induction requirements, site hazards, and exclusion zones before operations commence;
- provide a safe, clearly defined loading area and, where required, a banksman or trained ground operative to assist loading operations;
- ensure that no other persons are within the operating radius of the collection vehicle during loading;
- notify the Company in advance if the collection site is on, adjacent to, or underlain by contaminated land, or if asbestos has been identified on site;
- provide appropriate PPE requirements information for the site; and
- report any incident or near-miss involving the Company's vehicle or personnel to the Company immediately.

5.4 Each collection booking includes a maximum on-site loading time of 20 minutes from the vehicle's arrival. Time beyond this allowance — whether due to site readiness, access delay, documentation delays, or any other Customer-side cause — will be charged at the Company's prevailing waiting time rate as notified. The Company will use reasonable endeavours to notify the Customer of any waiting time charge before the vehicle departs.

5.5 The Company may, at its discretion, take photographs or video recordings of the Waste and collection site before, during, and/or after operations. The Company is under no obligation to take or retain such records. Where records are taken, they may be used to evidence the nature and condition of the Waste accepted, to support or defend regulatory investigations, and to substantiate or refute any claim relating to misdescription, damage, or service fulfilment. Where such records are retained, they will be kept for a minimum of 12 months from the date of collection.

5.6 Pollution and spillage incidents: In the event of a spillage, escape of Waste, or environmental incident during collection or transport, the Company will take immediate reasonable steps to contain the incident, will notify the Environment Agency (or Natural Resources Wales) as required by applicable legislation, and will notify the Customer as soon as practicable. The Customer shall cooperate fully with the Company and any regulatory authority in investigating and managing the incident. Where the incident is caused or materially contributed to by the Customer's Waste description, the nature of the Waste, or the Customer's failure to disclose relevant information, all costs of containment, clean-up, remediation, regulatory response, and third-party claims shall be recoverable from the Customer under clause 11.

5.7 Pre-collection rejection: The Company may refuse to collect Waste that does not match the agreed description, appears or is suspected to be Hazardous Waste not disclosed in advance, cannot be accepted at any available Authorised Facility, or where the driver has reasonable grounds to believe loading would be unsafe or unlawful. Rejected Waste remains the Customer's responsibility at all times. A wasted journey charge will apply in accordance with clause 7.7.

5.8 Unexpected discovery during loading: If during loading operations the Company's driver or operative discovers Waste or materials that were not declared by the Customer and that appear to be Hazardous Waste, asbestos-containing materials, radioactive material, or any other regulated substance requiring a specific disposal route, the driver will stop operations immediately and notify the Customer's site representative. The Company will notify the Customer in writing as soon as practicable. The Customer must make arrangements to manage the undisclosed material lawfully. The Company is not obliged to continue with any collection in those circumstances and a wasted journey charge will apply in accordance with clause 7.7. All costs, liabilities, and regulatory consequences arising from the undisclosed material remain with the Customer under clause 11.1.

5.9 Post-collection rejection: If a load is rejected at the gate of a disposal facility after collection (whether due to misdescription, contamination, change in facility permit conditions, or any other reason attributable to the Customer), the Customer shall be liable for:

- all additional transport, storage, re-routing, re-testing, and alternative disposal costs;
- any holding or storage charges incurred while an alternative facility is identified;
- any regulatory charges, EA notices, or fines arising from the rejected load; and
- the Company's reasonable administrative and management costs in dealing with the rejection.

5.10 The costs referred to in clause 5.9 shall be invoiced and are payable in accordance with clause 6. Where post-collection rejection is due to a cause entirely beyond the Customer's control and not attributable to any inaccuracy in the Waste description, the parties will seek to agree a fair apportionment of additional costs.

5.11 Risk in transit and property damage: Risk in the Waste passes to the Company upon physical collection as provided in clause 8.3. During transit, the Company bears responsibility for the Waste as a registered waste carrier. The Company's vehicles and equipment will be operated with reasonable care. Where damage is caused to the Customer's site or infrastructure during collection operations directly by the negligence of the Company's driver or operative, the Company will respond through its public liability insurance. The Customer is responsible for ensuring that access routes, ground conditions, and structures at the collection point are suitable for the collection vehicle as required by clause 5.2, and the Company accepts no liability for damage attributable to inadequate site conditions or to the Customer's failure to disclose relevant site information under clause 5.2.

6. Price and Payment

6.1 Prices are quoted by the Company at the time of order and are exclusive of VAT unless expressly stated. VAT will be charged at the rate applicable on the tax point date of supply.

6.2 Construction Industry Scheme (CIS): Waste collection and transportation services are not themselves construction operations and do not ordinarily fall within the CIS domestic reverse charge for VAT under Section 55A of the Value Added Tax Act 1994. However, where a collection involves the removal of construction and demolition waste as part of a wider construction contract and the Customer determines that the reverse charge applies, the Customer must notify the Company in writing at the time of placing the order and confirm its CIS and VAT registration numbers. It is the Customer's sole responsibility to determine and apply the correct VAT treatment for its own supply chain. Where the Customer incorrectly asserts or denies that the reverse charge applies, the Customer shall indemnify the Company against any resulting VAT liability, interest, or penalty imposed by HMRC.

6.3 Quotes are based on the waste description, EWC Code, estimated volume or weight, collection frequency, and disposal route information provided by the Customer. Any material change in those parameters entitles the Company to revise the quoted price.

6.4 Landfill Tax is chargeable at the applicable rate on the date of disposal at a licensed landfill site. The Company will pass through any changes to Landfill Tax rates, including changes introduced by annual Finance Acts, with effect from the date on which the revised rate comes into force. No prior notice will be given for statutory rate changes as they are publicly announced in advance. Any resulting invoice variation will be shown as a separate line item.

6.5 A minimum charge per collection applies as notified. Where a collection is smaller than the minimum charge threshold, the minimum charge will apply regardless of actual volume or weight.

6.6 Unless the Customer holds a Credit Account, all Invoices are due and payable immediately upon receipt. Time for payment is of the essence. Where the Customer holds a Credit Account, the DR7 Credit Account Terms and Conditions govern payment timing and prevail over this clause 6 in respect of payment due dates and credit terms.

6.7 All payments must be made by BACS bank transfer to the account details shown on each Invoice, in pounds sterling (GBP). The Customer shall quote the Invoice number as the payment reference. The Company may notify alternative payment methods in writing from time to time.

6.8 All payments shall be made without any deduction, withholding, or set-off, save to the extent required by law. The Customer waives any right to set off, withhold, or deduct any sum from any payment due to the Company by reason of any alleged counterclaim or dispute, except where such right cannot be waived as a matter of law.

6.9 Returned payments: Any returned, rejected, or recalled payment (including a recalled bank transfer, unpaid direct debit, or bounced payment) will incur a returned payment administration charge as notified by the Company from time to time (currently £35 per occurrence), together with any bank charges actually incurred by the Company as a result. Such charges are payable by the Customer within 5 Business Days of notification and bear interest from that date if unpaid.

6.10 The Company will provide a statement of account to the Customer on request. The Customer must notify the Company in writing of any discrepancy within 7 days of the date the statement is provided. Failure to notify within this period shall be deemed acceptance of the statement balance, save for manifest error.

6.11 Invoice disputes: Any bona fide dispute relating to an Invoice must be notified to the Company in writing within 7 Business Days of the date the Invoice is received or deemed received. Invoices sent by email are deemed received on the date of transmission; invoices sent by post are deemed received 2 Business Days after the date of posting. A notice of dispute must set out in reasonable detail the nature of the dispute and the amount in dispute. Failure to raise a dispute within this period, in the absence of good reason, may be treated as acceptance of the Invoice. Raising a dispute does not affect the Customer's obligation to pay any undisputed portion of an Invoice, or any other undisputed Invoices, by their due date. The Company will acknowledge a valid dispute within 5 Business Days and use reasonable endeavours to resolve it within 20 Business Days. Where a dispute cannot be resolved by agreement within 30 days of notification, either party may refer the matter to mediation before a mediator agreed between the parties (or, failing agreement, appointed by CEDR) before commencing court proceedings, unless urgent injunctive or recovery relief is required.

6.12 Without prejudice to any other right or remedy, all amounts remaining unpaid after the due date shall bear contractual interest at the rate of 36% per annum (flat rate), calculated on a daily basis from the due date until payment is received in full, whether before or after judgment. This rate reflects the commercial risk, administrative burden, cashflow impact, and financing costs associated with late payment in the provision of waste management services. The Customer acknowledges that this rate has been brought to its attention and represents a genuine pre-estimate of the Company's loss arising from late payment.

6.13 In addition to contractual interest under clause 6.12, the Company reserves the right to charge fixed late-payment compensation per overdue Invoice in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), as follows: £40 for debts under £1,000; £70 for debts of £1,000 to £9,999.99; £100 for debts of £10,000 or more.

6.14 The Customer shall be liable for all reasonable costs incurred by the Company in recovering overdue sums, including (without limitation) internal administrative time, debt collection agency fees, legal costs on a solicitor-and-client (indemnity) basis, tracing agent fees, court fees, and enforcement costs. Such costs are payable by the Customer in addition to the outstanding debt, accrued interest, and statutory compensation.

6.15 The Company reserves the right to suspend all Services to the Customer across all accounts and demand immediate payment of all outstanding balances if any Invoice remains unpaid for more than 5 Business Days after its due date.

6.16 Where payment details have been provided by the Customer to the Company, the Customer expressly authorises the Company to collect any outstanding Invoice balance, accrued contractual interest, statutory compensation, and recovery costs using those payment details. Where payment is processed via Stripe, card and payment details are securely processed and stored by Stripe, Inc. in accordance with PCI-DSS requirements; the Company does not store or have access to full card details. This authorisation applies to each individual overdue Invoice and to any associated charges and costs as they fall due.

6.17 A failure by the Company to enforce payment, interest, or charges on any occasion shall not constitute a waiver of its right to enforce them at any future time.

7. Additional Charges and Surcharges

7.1 Misdescription surcharge: Where the actual Waste differs from the agreed description or EWC Code — resulting in the load being directed to a higher-cost disposal route, rejected at a facility, or requiring additional handling — a surcharge will be applied. The surcharge will reflect the difference between the quoted disposal cost and the actual disposal cost, plus a handling and administration

charge at the Company's prevailing rate. The Company will notify the Customer of the surcharge as soon as it is quantified.

7.2 Contamination surcharge: Where a Waste load is found to contain mixed, contaminated, or incorrectly classified materials requiring re-sorting, specialist treatment, or re-routing, a contamination surcharge will apply in addition to any misdescription surcharge.

7.3 Rejected load charge: Where a load is rejected at a disposal facility gate after collection (for any reason attributable to the Customer's Waste description or Waste condition), all additional transport, re-routing, storage, testing, and alternative disposal costs shall be charged to the Customer in addition to the original quoted rate.

7.4 Waiting time: Waiting time beyond the 20-minute included allowance per collection (clause 5.4) is charged at the Company's prevailing rate as notified.

7.5 Out-of-hours and emergency collections: Collections requested outside normal working hours, at short notice (less than 24 hours), or designated as emergency uplifts are subject to an out-of-hours or emergency surcharge as notified by the Company at the time of booking.

7.6 Fuel surcharge: Where fuel costs increase materially between quotation and collection, the Company may apply a fuel surcharge with reasonable advance written notice.

7.7 Wasted journey charge: Where a vehicle is dispatched for a confirmed collection booking and is unable to collect the Waste for any reason attributable to the Customer — including the Customer not being present or ready, the site being inaccessible, required documentation not being in place, pre-collection rejection under clause 5.7, or unexpected discovery under clause 5.8 — a wasted journey charge will apply. The wasted journey charge will reflect the Company's actual transport cost for the aborted collection as notified by the Company.

7.8 All additional charges are exclusive of VAT (charged at the applicable rate) and are payable in accordance with clause 6.

8. Environmental Compliance and Waste Hierarchy

8.1 The Company will manage Waste in accordance with the waste hierarchy (prevention, re-use, recycling, other recovery, disposal) as required by the Waste (England and Wales) Regulations 2011. This means the Company will seek to divert Waste from landfill wherever it is technically and economically practicable. The Customer accepts that compliance with the waste hierarchy may result in Waste being directed to a treatment, recovery, or recycling facility rather than to a landfill, and that this may affect the cost and timescale of disposal.

8.2 The Customer remains the legal Waste Producer throughout and retains all statutory responsibilities under the Duty of Care until such time as the Waste is lawfully transferred to the Company in accordance with a completed Waste Transfer Note or Hazardous Waste Consignment Note.

8.3 Title in Waste: The Customer warrants that it is the legal owner of the Waste presented for collection, or is duly authorised by the owner to transfer possession of the Waste to the Company, and that no third party has any lien, encumbrance, or claim over the Waste. Title in the Waste (to the extent that title in discarded material can subsist) passes to the Company upon physical collection of the Waste by the Company, which shall be the point at which the Waste is loaded onto the Company's vehicle. The Company accepts no liability for any claim brought by a third party asserting title or ownership over Waste that the Customer has presented for collection.

8.4 Regulated material streams: The Customer must notify the Company in advance if any of the following material types are present in or likely to be present in a Waste load, as each requires a specific disposal route, documentation, or regulatory consent:

- **Asbestos-containing materials (ACMs):** must be removed and packaged by a licensed asbestos contractor in accordance with the Control of Asbestos Regulations 2012 (CAR 2012) before presentation for collection. The Company does not collect loose ACMs without a specific written agreement.
- **Persistent Organic Pollutants (POPs):** waste containing POPs (including certain upholstered domestic seating and insulation materials regulated under the UK POPs Regulation) must be declared and requires specific disposal to an approved high-temperature incineration facility. Undeclared POPs waste will incur additional disposal costs.

- Waste Electrical and Electronic Equipment (WEEE): must be segregated and disposed of via an approved WEEE treatment facility in accordance with the Waste Electrical and Electronic Equipment Regulations 2013 (as amended).
- Liquid waste and sludges: subject to separate consignment requirements under the Hazardous Waste Regulations 2005 and/or specific environmental permit conditions.
- Contaminated soils and excavated materials: soils arising from brownfield, remediation, or land development sites that are contaminated or potentially contaminated require classification under the relevant EWC Code and directed to a suitably permitted facility (not inert landfill unless compliance testing confirms inert status under the Landfill (England and Wales) Regulations 2002). The Customer must declare the site history, known contaminants, and any site investigation or remediation data before collection.
- Invasive non-native species: soils or plant material containing Japanese knotweed, Himalayan balsam, or any other Schedule 9 species listed under the Wildlife and Countryside Act 1981 constitute controlled waste requiring specialist disposal to an appropriately permitted landfill or licensed treatment facility. It is a criminal offence to allow the spread of Schedule 9 species. The Customer must declare the presence of any invasive non-native species before booking.
- Radioactive materials: the Company does not transport or manage radioactive waste and will not accept any load containing radioactive material under any circumstances.

8.5 Transport of Dangerous Goods (ADR): Where Waste is also classified as a dangerous good under the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG 2009), which implement ADR in Great Britain, the transport of that Waste must comply with all applicable ADR requirements including UN number, proper shipping name, packing group, labelling, placarding, and driver training (ADR Certificate). The Customer must declare any Waste that it knows or suspects to be a dangerous good at the time of order. The Company will not transport Waste that engages ADR requirements without prior written agreement and confirmation that all ADR documentation and vehicle requirements are in place. Additional charges apply for ADR-compliant transport.

8.6 Record retention: The Company will retain Waste Transfer Notes for a minimum of 2 years and Hazardous Waste Consignment Notes for a minimum of 3 years in accordance with applicable regulations. The Customer is separately obliged to retain its copies for the same periods. Copies of transfer documentation are available to the Customer on request within those retention periods.

8.7 Waste management reporting: The Company will, on request, provide the Customer with written confirmation of the EWC codes assigned and the disposal route used for any completed collection. Where tonnage data is available — for example where a weighbridge ticket has been obtained or where collection is charged on a per-tonne basis — the Company will include this in the confirmation. Tonnage data is not always obtained or verified for every collection and the Company does not warrant that tonnage information will be available for all loads. The information provided under this clause may be used by the Customer for the purposes of its own environmental management, carbon reporting (including Scope 3 waste data under the Streamlined Energy and Carbon Reporting framework or equivalent), and regulatory audit. Where a Customer requires periodic waste management reports at a defined frequency — including data on diversion from landfill, recycling and recovery percentages, and facility details — this may be agreed as a separate addition to the Contract. The Company will use reasonable endeavours to obtain the required data from Authorised Facilities but cannot guarantee the availability or format of facility-level data in all cases.

8.8 Transfrontier shipment: The Company provides domestic (England and Wales) waste management services only. The export or import of waste across national borders is governed by the Transfrontier Shipment of Waste Regulations 2007 (implementing UK-retained EC Regulation 1013/2006 as amended) and requires separate notification, consent, and documentation. The Company does not provide transfrontier waste shipment services. Where the Customer intends or requires cross-border movement of Waste, this must be managed through a separately authorised operator holding the necessary consents. The Company accepts no liability for waste that the Customer directs or causes to be transported across national borders without appropriate transfrontier authorisation.

9. Regulatory Changes

9.1 Waste legislation and environmental regulation in England and Wales is subject to frequent change. Where a change in applicable law, a change in permit conditions at an Authorised Facility, or a regulatory decision of the Environment Agency materially affects the Company's ability to provide Services, the lawful disposal route for a Waste type, or the cost of providing Services, the Company may:

- vary the quoted price to reflect any increased cost, with written notice to the Customer; and/or
- suspend Services in relation to an affected waste type until a compliant disposal route is available.

9.2 Where a price variation under clause 9.1 results in an increase of more than 20% of the quoted rate, the Customer may terminate the affected part of the Contract by written notice within 14 Business Days of receiving the Company's notification, without penalty. In all other cases, continued use of the Services following notification constitutes acceptance of the revised terms.

10. Force Majeure

10.1 The Company shall not be in breach of any Contract, and shall not be liable to the Customer for any failure or delay in performing its obligations, where and to the extent that such failure or delay is caused by a Force Majeure Event.

10.2 The Company will notify the Customer as soon as reasonably practicable upon becoming aware of a Force Majeure Event affecting a confirmed booking or standing arrangement, setting out the nature of the event, its anticipated duration, and the obligations affected. The Company will use reasonable endeavours to resume performance as soon as the Force Majeure Event ceases or an alternative can be arranged.

10.3 Where a Force Majeure Event prevents collection of Waste that the Customer is under a regulatory obligation to remove from its site within a specific timeframe, the Customer is responsible for making alternative arrangements and the Company will use reasonable endeavours to assist in identifying an alternative registered carrier.

10.4 If a Force Majeure Event continues for more than 20 Business Days, either party may terminate the affected Contract by written notice without liability to the other (save for payment for Services already performed). Termination under this clause does not affect any other standing arrangements not impacted by the Force Majeure Event.

11. Indemnity

11.1 Customer indemnity: The Customer shall fully indemnify, defend, and hold harmless the Company and its employees, contractors, agents, and directors against all losses, liabilities, costs, damages, fines, penalties, regulatory charges, and legal expenses (including solicitors' fees on a solicitor-and-client basis) arising from or in connection with:

- any inaccurate, incomplete, or misleading description of Waste provided by the Customer;
- the presentation of Hazardous Waste without prior written agreement or the required regulatory documentation;
- the mixing of Hazardous Waste with non-hazardous Waste in breach of clause 3.4;
- the presence of ACMs, POPs, WEEE, radioactive material, or any other regulated substance not disclosed before collection;
- any breach by the Customer of its Duty of Care under Section 34 of the Environmental Protection Act 1990 or the Hazardous Waste (England and Wales) Regulations 2005;
- the Customer's failure to hold required environmental permits, exemptions, or consents for Waste storage on its premises;
- regulatory investigations, enforcement notices, civil sanctions, or prosecution arising from any of the above; and
- claims brought by third-party disposal facilities, landowners, the Environment Agency, or other regulatory authorities against the Company as a result of the Customer's acts or omissions.

11.2 The Customer shall cooperate fully with the Company in responding to any regulatory investigation, Environment Agency inquiry, or enforcement action arising from Waste collected from the Customer, including providing access to records, answering requests for information, and attending meetings as reasonably required. The Customer shall bear the cost of the Company's management time and legal costs in dealing with any such investigation where the investigation arises from the Customer's Waste.

11.3 Company indemnity: The Company shall indemnify the Customer against losses directly caused by the Company's own proven breach of its obligations as a registered waste carrier, including the Company's failure to transport Waste to an Authorised Facility or to complete required transfer documentation, where such failure results in a direct regulatory penalty imposed on the Customer solely as a consequence of the Company's breach. This indemnity does not extend to losses caused by the Customer's own acts, omissions, or Waste misdescription.

12. Insurance

12.1 The Company warrants that it holds and will maintain throughout the duration of each Contract: (a) public liability insurance in an amount sufficient for the nature and scale of its waste carrier operations; (b) environmental liability insurance appropriate to its waste carrier and collection activities; and (c) employers' liability insurance in an amount sufficient to satisfy the requirements of the Employers' Liability (Compulsory Insurance) Act 1969. Evidence of insurance will be provided to the Customer on reasonable written request.

12.2 The Customer is responsible for maintaining its own appropriate insurance in respect of: (a) the Waste stored on its premises prior to collection; (b) any environmental liability arising from Waste produced on its site; and (c) any third-party claims arising from the Customer's own operations as Waste Producer. The Company does not insure the Customer against losses attributable to the Customer's own acts or omissions.

13. Limitation of Liability

13.1 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by the laws of England and Wales.

13.2 Subject to clause 13.1, the Company's total liability to the Customer in connection with any Contract or series of related Contracts, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total charges paid by the Customer for the Services in the 12-month period immediately preceding the event giving rise to the claim.

13.3 The Company shall not be liable under any circumstances for:

- regulatory fines, civil sanctions, enforcement notices, or remediation orders imposed on the Customer by the Environment Agency or any other regulatory authority;
- losses arising from the Customer's own breach of its Duty of Care;
- indirect, consequential, or economic loss including loss of profit, loss of contract, project delays, or business interruption;
- delay in collection where such delay does not constitute a breach of these Terms; or
- loss of or damage to Waste after risk has passed or in circumstances caused by the Customer's own misdescription.

14. Termination

14.1 Either party may terminate a Contract for ongoing or recurring Services by giving not less than 30 days' written notice to the other party. Termination under this clause does not affect any individual collections already confirmed and scheduled within the notice period, which shall be completed on the agreed terms.

14.2 The Company may terminate any Contract with immediate effect, by written notice, where:

- the Customer fails to pay any sum due under these Terms within 5 Business Days of the due date;
- the Customer materially breaches any obligation under these Terms, including (without limitation) presenting misdescribed Waste, presenting Hazardous Waste without prior written agreement, or failing to complete required documentation;
- an Insolvency Event occurs in relation to the Customer; or
- the Company is required to terminate by any regulatory authority, enforcement notice, or change in applicable law.

14.3 On termination for any reason: (a) all outstanding Invoices become immediately due and payable; (b) any Waste in transit at the date of termination will be directed to an Authorised Facility at the Customer's cost; and (c) the Company's obligations to collect any further Waste cease immediately.

14.4 The Company shall have a possessory lien over any Waste held at the Company's premises or at an Authorised Facility (but not over Waste in transit in a collection vehicle) pending payment of all outstanding sums due from the Customer. During any lien period the Company shall continue to comply with its duty of care obligations as a registered waste carrier and shall store Waste in a lawful manner at an appropriate location. If all outstanding sums are not paid within 14 days of written demand, the Company may arrange disposal of the Waste at an Authorised Facility at the Customer's expense, with all associated costs (including transport, treatment, and disposal charges) recoverable from the Customer.

14.5 Termination does not affect any accrued rights or remedies of either party.

15. Data Protection

15.1 The Company processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The legal basis for processing Customer and site personnel data is the performance of a contract (Article 6(1)(b) UK GDPR) and the Company's legitimate interests in administering its business and complying with its regulatory obligations (Article 6(1)(f) UK GDPR).

15.2 Data collected in connection with waste management activities — including site addresses, Waste descriptions, EWC codes, Waste Transfer Note signatories, and Hazardous Waste Consignment Note information — may be retained for the statutory retention periods applicable to waste documentation (minimum 2 years for WTNS, 3 years for HWCNs) and may be disclosed to the Environment Agency or other regulatory authorities where required by law.

15.3 The Company's Privacy Notice, setting out data subject rights, retention periods, and contact details, is available at www.dr7.co.uk. Data subjects have the right to access, rectify, or object to processing, and to lodge a complaint with the Information Commissioner's Office (www.ico.org.uk).

16. Notices

16.1 Formal notices under these Terms (including termination notices, misdescription notifications, and regulatory incident notifications) must be in writing and delivered by hand, first class post, or email (with delivery confirmation) to the other party's registered office or principal trading address. Notices by first class post are deemed received 2 Business Days after posting; notices by email are deemed received on the next Business Day after transmission, provided no delivery failure notification is received.

17. General

17.1 Assignment: The Company may assign the benefit of any Contract (including the right to recover debts) to a third party without notice. The Customer may not assign any right or obligation without the prior written consent of a director of the Company.

17.2 Third party rights: No person who is not a party to these Terms shall have any right to enforce them under the Contracts (Rights of Third Parties) Act 1999.

17.3 Entire agreement: These Terms constitute the entire agreement between the parties for the relevant Services and supersede all prior representations, warranties, and agreements. The Customer acknowledges it has not relied on any representation not set out in these Terms.

17.4 Waiver: A failure or delay by the Company to exercise any right or remedy shall not constitute a waiver, nor shall a single or partial exercise preclude further exercise of the same or any other right.

17.5 Severance: If any provision is held invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force.

17.6 Amendments: The Company may update these Terms at any time by publishing revised Terms on its website or giving not less than 30 days' written notice to the Customer. The version in force at the date of each individual order shall govern that order. Where an amendment materially increases the Customer's obligations, restricts the Customer's rights, or increases the price for existing standing arrangements, the Customer may terminate the affected standing arrangement by written notice to the Company within 20 Business Days of the Company's notification, without penalty. Continued use of the Services after the effective date of revised Terms, or failure to give notice of termination within the above period, constitutes acceptance. For the avoidance of doubt, clause 2.1 applies to agreed variations specific to an individual Contract; clause 17.6 governs general updates to these standard Terms.

17.7 Governing law: These Terms are governed by the laws of England and Wales. Any dispute arising under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. The Company reserves the right to pursue proceedings in any other jurisdiction in which the Customer has assets.

18. Confidentiality

18.1 Each party shall keep confidential all information received from the other party in connection with these Terms or any Contract that is expressly identified as confidential, or that a reasonable person would consider to be confidential in nature, including (without limitation) waste descriptions, EWC codes, site operational data, pricing, and consignment note information. Each party may disclose confidential information only to those employees, contractors, or agents who need to know it for the purposes of performing their obligations under these Terms, and shall ensure that such persons are bound by equivalent confidentiality obligations.

18.2 The obligations in clause 18.1 do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party before disclosure; (c) is independently developed by the receiving party without reference to the confidential information; or (d) is required to be disclosed by law, by a court of competent jurisdiction, or by any regulatory authority (including the Environment Agency), in which case the disclosing party shall, to the extent permitted, give the other party prior written notice.

18.3 Waste documentation (Waste Transfer Notes, Hazardous Waste Consignment Notes, and associated records) may be disclosed to the Environment Agency, Natural Resources Wales, or other regulatory authorities as required by applicable legislation. Clause 18.1 does not restrict such disclosure.

19. Anti-Bribery, Anti-Money Laundering, and Ethics

19.1 Each party warrants that it will comply with all applicable anti-bribery and corruption legislation, including the Bribery Act 2010, and will not offer, give, request, or accept any financial or other advantage in connection with these Terms or any Contract. Each party will maintain adequate procedures designed to prevent bribery by its associated persons (as defined in the Bribery Act 2010).

19.2 Each party will comply with all applicable anti-money laundering legislation, including the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. The parties acknowledge that the waste management sector is identified in the UK National Risk Assessment as a sector with elevated exposure to money

laundering and tax evasion risks. The Company reserves the right to decline or terminate a Contract where it has reasonable grounds to suspect that a Customer is engaged in illegal activity or the Services are being used to facilitate an offence.

19.3 Each party will comply with all applicable financial sanctions legislation, including the Sanctions and Anti-Money Laundering Act 2018 and all regulations made under it. Neither party will engage any person or entity that is designated under applicable sanctions law in connection with these Terms.

20. Modern Slavery

20.1 The Company is committed to combating modern slavery, forced labour, and human trafficking in its operations and supply chain, in accordance with the Modern Slavery Act 2015. The Company will not knowingly engage any person, contractor, or supplier who is involved in modern slavery or human trafficking.

20.2 The Customer warrants that neither it nor, to the best of its knowledge, any person in its supply chain engages in modern slavery or human trafficking. If the Customer becomes aware of any actual or suspected modern slavery in connection with the Services, it will notify the Company immediately.

Document Amendment History

Version	Date	Summary of Changes
1.0	January 2025	Initial issue.

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