

Multiple Collection Consignment Note (The Waste (England and Wales) Regulations 2011)

WasteCare
We care about recyclingJob No.: 2590682 Page 1 of 1
Collection 1 of 1Customer No: 193184
Customer Name: Viamed LtdCustomer Order Number:
Schemeholder:Account Manager: Julia Jones
Account Manager Tel: 0113 385 0516

PART A Notification Details

1. Consignment note code: VIAMED/90682

2. The waste described is to be removed from: Viamed Ltd - 15 Station Road, Cross Hills, Keighley, West Yorkshire, BD20 7DT

3. The waste will be taken to: WasteCare Ltd- Valley House/ Yorkshire - Knowsthorpe Lane, Cross Green Ind Est., Leeds, West Yorkshire, LS9 0PH

PART B Waste Description

1. The process giving rise to the waste(s) was: Manufacture of irradiation, electromedical and electrotherapeutic equipment

2. The SIC (2007) for the process giving rise to the waste: 26.60

3. See B3 below

PART C Carrier's Certificate

If a schedule of carriers is attached, tick here: ☐

I certify that I today collected the consignment and that the details in A2, A3 and B3 are correct and I have been advised of any specific handling requirements.

PART D Consignor's Certificate

I certify that the information in A, B and C has been completed and is correct, that the carrier is registered or exempt and was advised of the appropriate precautionary measures. All of the waste is packaged and labelled correctly and the carrier has been advised of any special handling requirements. 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. I agree to the terms and conditions of WasteCare as published at <http://waste.care/about/terms-conditions/> on behalf of Viamed Ltd - 15 Station Road, Cross Hills, Keighley, West Yorkshire, BD20 7DT

1. Consignor Name (Block Capitals):

Signature:

Date: 21/10/2020 Time: 10:00

PART B3 Description of the Waste

Description of material	Containers	Advised Qty	Net Qty (Kg)	Sample Req.	EWG Code	Component	% or mg/Kg	State	Haz Code(s)	UN No.	Proper Shipping Name	Class	PG	Tunnel Code	Net Qty (Kg)	R/D Code	Accept? (tick)
Electronics (Pallet)	1	1			20 01 35	Phosphorous, lead, cadmium	<5%	Solid	HP14, HP5, HP10							R13	☐
Paper, Security Shred (sack)	22	15			15 01 01	None	<0%	Solid								R13	☐

Services/Container Information

Code	Description	Delivered	Collected
2444	Customers Own Pallet	Advised Qty: 0	Actual Qty: 2
2871	ShredCare Bronze	Advised Qty: 1	Actual Qty: 0

PART E Consignee's Certificate

1. I received and accepted this consignment as described in B3 at the address given in A3

On behalf of: WasteCare Ltd- Valley House/ Yorkshire

Time: Date:

Signature: Name (Block Capitals):

3. Where the consignment was rejected, please provide details:

1. I certify that Waste Management Permit/authorised exemption nos: PP3834FM

2. Vehicle Registration: FM19 BTY

authorises the management of the waste described in B3 at the address given in A3 and that the total number of consignments forming the collection is: 1

Collection Notes: (Job 2590682)

Trip ID: 374286 Due: 21/10/2020 Prev: 24/12/2019

Col: Mon-Fri: 08:00-16:00, Sat-Sun: Shut Del: Mon-Fri: Open24, Sat-Sun: Open24 T. Lift: P. Truck, Site Contact: - Ext. / Site Phone: 01535 634542

1.0 DEFINITIONS

1.1 "WasteCare" and "WasteCare.co.uk" mean WasteCare Ltd., registered office, Richmond House, Garsford, Leeds, LS25 1NB and includes such subsidiary companies of WasteCare Group Ltd. as may participate in the performance of the contract.
1.2 "Client" means the person, firm or company or other trading organisation to which the services are supplied subject to these conditions.
1.3 "The Service" means:
(a) Removal of Waste and unwanted materials and any subsequent treatment, disposal, recovery as specified in the full terms and conditions.
(b) Supply of any equipment, containers etc. for use by the client as part of the service in packaging or other waste used by a Client or no longer required by a Client or which a Client wishes to dispose of (See contract for list).
1.5 "Hazardous" means Materials that contain hazardous substances as defined by The Waste (England and Wales) Regulations 2005.
1.6 "The Contract" means the Contract for the provision of the Service by WasteCare to the Client.
1.7 "Single Hazardous Waste Consignment Note" and "Multiple Hazardous Waste Consignment Note" means a Consignment Note under The Waste (England and Wales) Regulations 2004 in England and Wales, under the Special Waste Regulations 2004 in Scotland and under The Hazardous Waste Regulations (Northern Ireland) 2005 in Northern Ireland.
"Waste Transfer Note" means a note under The Waste (England and Wales) Regulations 2004 in England and Wales, under the Special Waste Regulations 2004 in Scotland and under The Hazardous Waste Regulations (Northern Ireland) 2005 in Northern Ireland.
2014 "Transport Note" means the collection and / or delivery of products and / or services.

2.0 PAYMENT

2.1 The client will pay WasteCare the charges for the services as indicated on the Contract or WasteCare's standard charges in force at the time of collection. All sums due are payable within 30 days of the date of the relevant invoice.
2.2 Visits in addition to those set down in the contract for collections or the supply of containers or equipment can be made at the customer's request but will be subject to additional charges as set down either in the Contract or on WasteCare's schedule of current charges.
2.3 WasteCare will credit the client for recoverable material content, less charges, as indicated on the contract. This credit will be made either by way of credit to charges or by payment as agreed by prior arrangement with the Client. Where possible credits will be paid within 30 days of the date of the invoice however WasteCare maintain the right to withhold payment in lieu of outstanding charges accrued by the client.
2.4 Unless agreed in writing prior to collection then WasteCare's analysis will be binding in any calculation of material credits.
2.5 The WasteCare charges on the Contract only apply to the initial 12 month term of the contract after which they are subject to variation. Any increase in WasteCare charges will be notified to the Client at least 30 days before commencement of the renewal period to which the increase applies. Such notice will not apply to fees or charges levied by a third party.
2.6 If the client fails to make any payment that is due, WasteCare reserves the right to suspend the provision of any service.
3.1 CLIENT OBLIGATIONS
3.1 The Client warrants and agrees that at all times the Waste Materials that the Client presents for removal pursuant to the contract shall exclude any materials and substances not included in the Contract and agrees that all Waste Materials should be placed in the waste storage containers specifically marked and provided for them where applicable but in containers suitable for the waste where no containers have been provided. Containers will be collected from a suitable, safe access point to the premises.
3.2 The Client will comply with the Control of Pollution Act 1974, The Environmental Protection (Duty of Care) Act 1990 and any other legal requirements, including the provision of documentation, required for the handling of Waste Materials.
3.3 The Client will, prior to collection, supply WasteCare with any data or information which WasteCare considers necessary as well as identify any risks in the handling of the Waste Materials, and complete any and all documentation required by law.
3.4 The Client shall hold harmless and indemnify WasteCare, its directors, officers and employees in respect of any loss or damage, claims, costs, liabilities and expenses arising from any breach of the Client's obligations under the contract or of a breach of legal requirements by the client.
3.5 The Client will access their quarterly returns, as required by Regulation 54 of the Hazardous Waste (England and Wales) Regulations 2005, by using their unique Member Login on the WasteCare.co.uk website. The Return is in the Format set out in Schedule 8 of these Regulations and will be updated within one month of the end of that quarter.

4.0 WASTECARE OBLIGATIONS

4.1 WasteCare agrees at all times to:
(a) carry out the services in a safe, efficient and professional manner;
(b) comply with all applicable Health and Safety Legislation, Environmental Legislation, British and European Standards, and Codes of Practice concerning the collection, transportation, treatment and recycling of the materials listed in the Contract. In this respect WasteCare warrants that it is (i) the holder of a current and valid Waste Management License pursuant to Section 35 of the Environmental Protection Act 1990 and (ii) a properly registered carrier of controlled waste pursuant to section 2 of the Control of Pollution (Amendment) Act 1989;
(c) engage as collection agents only (1) properly registered carriers of controlled waste pursuant to section 2 of the Control of Pollution (Amendment) Act 1989;
(d) engage as collection agents in connection with the Contract.
4.2 WasteCare shall hold harmless and indemnify the Client against any loss or damage to the environment or property or injury to, or death of, any person (for which no limit applies) the tort. Except in respect of injury to, or death of, any person (for which no limit applies) the liability of WasteCare hereunder in respect of each event or series of connected events shall not exceed £1,000,000.
4.3 In the event of a suitable, safe access point from which to collect the waste not being available, then WasteCare reserve the right to refuse the collection. In the event that the lack of a suitable, safe access point requires waste to be transported through the premises then WasteCare shall not be liable for any damage caused by the operation of transporting the waste to a suitable, safe access point.
5.0 CONDITIONS
5.1 No variations or alterations of these conditions shall be binding on WasteCare unless agreed in writing by, or on behalf of, WasteCare by an authorised representative. All orders

by the Client for the Services shall be deemed to be an offer by the Client to purchase the Services pursuant to these conditions. Performance of the Services by WasteCare shall be deemed conclusive evidence of the Client's acceptance of these Conditions. These conditions shall remain in force until such time as WasteCare adopts revised conditions and notifies the client of the substitution of these conditions by the revised conditions.
6.0 TERMS
6.1 The Contract shall be for an initial term of 12 months unless otherwise agreed in writing. Upon expiry of this 12 month period, the Contract shall be automatically renewed unless either party to the Contract sends written notice of non-renewal to the other party at least sixty days prior to the commencement of the renewal term. In the event that the client terminates the contract within the term, the Client will be liable for the full cost of equipment as supplied by WasteCare or the cost of the removal of the same.
6.2 In the event that the Client wishes to terminate this Contract at any time other than provided for in 6.1 above the Client agrees to pay WasteCare as liquidated Damages for the balance of the contract period, a sum equal to pro rata charge based on the average over the last 12 months of Trading.
6.3 Times and Dates quoted by WasteCare for undertaking the Services are intended as estimates only and will not be of the essence of the Contract in this respect.
6.4 Unless agreed otherwise in writing, all prices quoted to the Client are exclusive of Value Added Tax, or any similar tax levied by the Government on the value of services, which shall be added to the invoice and paid by the Client.
6.5 All prices quoted to the Client are exclusive of local government and Central Government fees or any other similar charges so levied on the Handling and Disposal of Waste. These charges will be added to the invoice and paid by the Client.
6.6 We do not accept liability for consequential loss, either specifically or by omission, except for a liability as a direct result of a failure by employees of WasteCare up to a maximum sum represented by the transport rate charged for the particular consignment. We cannot accept liability in the event of a late collection or delivery.
6.7 The Client shall be liable to pay demurrage for unreasonable detention of any vehicle or trailer at WasteCare's current demurrage rates, unless otherwise agreed in writing. The premises and sites nominated by the customer, other than mandatory driver resting time. WasteCare reserves the right to charge for demurrage at the following rates:
Articulated lorry loads - £15.00 per 15 minutes for every 15 minutes or part thereof over 60 minutes on site. All other loads - £15.00 per 15 minutes for every 15 minutes or part thereof over 20 minutes plus 20 minutes per lorry of goods uplifted or delivered. Demurrage will not apply if charges are levied for on-site work by the driver and charged by time on-site.
6.8 All Asseccare Bronze, Silver and Gold collections are performed as multi point uplifts using transport hubs unless otherwise agreed. The default data sanitisation method for magnetic hard drives is CPA approved Blancco software if physical destruction is not requested. Blancco software is also the default data destruction method for SSD drives, mobile phones and tablet devices. Routers and network switches undergo a factory reset whilst backup data tapes are incinerated.
6.9 Under the Asseccare service, the client is classified as the Data Controller whilst Asseccare are the Data Processors. It is a part of the GDPR that a contract should be in place between Data Controllers and Data Processors. If a valid contract is not in place, please contact us straight away to rectify. In the absence of a contract between your organisation and Asseccare, we are not able to comply with our Data Protection regulatory requirements and cannot be classed as a data processor and cannot therefore accept any liability.

7.0 VALIDITY

7.1 If any condition or any part of any condition is held by any court or competent authority to be valid or unenforceable, in whole or in part, these Terms and Conditions will continue to be valid as to all other provisions and the remainder of the provision.
7.2 These terms and conditions may be updated from time to time. The latest version will be posted on www.wastecare.co.uk and will be valid at the time of posting.
8.0 WAIVER
8.1 No waiver or forbearance by WasteCare or the Client whether express or implied in enforcing any of its rights under these Conditions will prejudice its rights to do so in future.
9. JURISDICTION
9.1 These Terms and Conditions and the Contract shall be governed by the laws of England and any dispute shall be subject to the exclusive jurisdiction of the English courts.
10. SELF-DECLARATION ON WASTES OR RESIDUES FOR BIOFUEL PRODUCTION
The wastes or residues supplied consist only of biomass defined as the biodegradable fraction of products, waste and residues from biological origin from agriculture (including vegetable and animal substances), forestry and related industries including fisheries and aquaculture, as well as the biodegradable fraction of industrial and municipal waste.
The wastes or residues supplied originate from agriculture, forestry, fisheries or aquaculture (tick the box for straw, for example, but not for crude glycerine or used cooking oil).
If previous box ticked: The wastes or residues fulfil the requirements laid down in Art. 17 (3) to (6) of the Directive 2009/28/EC.
The delivery consists of the following wastes or residues:
EWC 20-01-25 Edible Oils and Fats
Let each waste or residue delivered, identify each clearly, and give the waste codes (if applicable) according to the relevant national waste ordinance – if you are entitled to do so, in the case of animal by-products, the category the waste belongs to must be stated in accordance with Regulation (EC) No. 1774/2002 and No. 1069/2009.
Applicable regulations for marking and transport, including commercial documents, are met. If veterinary certificates exist, these are to be kept together with the respective waste or residue should at no point be mixed with biomass of a different origin.
The respective waste or residue should at no point be mixed with biomass of a different origin.
Delivery documents and invoices documenting the quantities delivered and (in the case of collection operations with no processing) the delivery documents and invoices for the quantities taken in are present.

Note: In signing the self-declaration, the signatory acknowledges that auditors from certification bodies, staff of certification schemes and inspectors from national bodies (if applicable) can examine whether the requirements are met as stated in this self-declaration.