Schedule S8

1 DEFINITIONS

(1) In the event of any inconsistency or conflict between the Terms and Conditions of Purchase, the Purchase Order and this Schedule, the following order of precedence shall apply:
  (a) the Purchase Order;
  (b) the Schedule;
  (c) the Conditions

(2) The following definitions apply to this Schedule. Any term not defined herein shall have the definition ascribed to it in Clause 1 of the Conditions:

"Act"	means the Environmental Protection Act 1990 and any statutory modification or re-enactment thereof and any order, regulation or rule made thereafter.
"Confidential Information"	means all information of a confidential nature in any form whatsoever, whether or not marked as confidential, disclosed or made available by or on the behalf of the Buyer (or any of its Affiliates) to the Contractor (or any of its employees, representatives, sub-contractors or agents) and regardless of whether or not disclosure was made before or after the date of the Contract.
"Equipment"	means any machinery, vehicles, tanks, containers and any other equipment used by the Supplier in the performance of the Services.
"Environmental Laws"	means all or any applicable law in force from time to time including without limitation common law, statute, statutory instrument, regulation, codes of practice or guidance, European law or directives insofar as they relate to the protection of the environment or human health and safety or the generation, transportation, storage, treatment or disposal of any hazardous substance.
"Hazardous Waste"	means any hazardous waste as defined in the Hazardous Waste (England and Wales) Regulations 2005 (as amended)
"Services"	means the waste disposal services more particularly described in the Purchase Order or a written statement of work.
"SHE Standards and Requirements and Site Rules"	means the Buyer's written policies and rules regarding health and safety and other requirements of visitors to a Site as notified to the Contractor from time to time.
"Site"	means the Buyer's premises where the Waste is to be collected from or treated, or any other place from where Waste is collected or treated
"Waste"	means any substance (whether solid, semi-solid or liquid) which the Buyer wishes to dispose of and which the Supplier agrees to service for the Buyer.

2 GENERAL OBLIGATIONS AND STANDARDS

(1) The Supplier shall throughout the duration of the Contract commence, execute with due expedition and safety, and complete the Services to the reasonable satisfaction of the Buyer in accordance with the provisions specified in or reasonably to be inferred from the Contract.

(2) The Buyer is reliant upon the expertise of and information supplied by the Supplier.

(3) The Supplier agrees to adhere to the following obligations:
  (a) The Supplier shall ensure that any personnel, agents or sub-contractors which it uses to provide the Services are suitably skilled, qualified and experienced to undertake the Services and shall be adequately supervised and instructed as to the proper handling and treatment of Waste.
  (b) Prior to removal from the Site the Supplier shall ensure that all tankers, tank containers and any other vessels in which Waste may be placed are secure and fastened so as to prevent escapes and/or spillages of Waste.
  (c) The Supplier shall at all times comply with all applicable Environmental Laws and any other applicable laws in the performance of the Services.

(d) The Supplier shall immediately inform the Buyer of any accident or dangerous or “near-miss” incident involving a vehicle, storage installation, equipment or ship used for the Services, whether or not Waste is leaked or spilled, and of any other event which may affect the safety or security of Waste or any person or property. In the event of any accident or incident as aforesaid, the Supplier shall, within fourteen (14) days, submit to the Buyer in writing, a full and detailed report of the occurrence.

3 HEALTH AND SAFETY

(1) The Supplier represents and warrants that it shall:
  (a) Carry out the Services with proper regard to safety of all persons.
  (b) Comply with the SHE Standards and Requirements and Site Rules and all applicable health and safety legal requirements and shall procure that its employees and the employees of its subcontractors (if any) so comply.

(2) The Buyer shall have the right to require the immediate removal of any person brought to a Site by the Supplier who:-
  (a) has failed to comply with any applicable laws, work rules and/or the SHE Standards and Requirements and Site Rules; or
  (b) has in the opinion of the Buyer been negligent, incompetent or acted without due care; or
  (c) by act or omission has been prejudicial to the health and/or safety of persons;

and any such person so removed shall not be granted future access to any Site or be engaged further by the Supplier to provide the Services without the prior permission of the Buyer.

(3) The Supplier shall be responsible for the suitability and safety of any equipment, machinery and materials used by it to perform the Services and no equipment, machinery or materials shall be used which may be unsuitable, unsafe or liable to cause damage or injury to property or persons. Without prejudice to the generality of the foregoing, if in the Buyer’s opinion any such equipment, machinery or materials are unsuitable, unsafe or liable to cause damage or injury to property or persons, upon written or oral notification from the Buyer it shall not be used in the performance of the Services and it shall be replaced with suitable and safe equipment, machinery or materials with the minimum of delay and at the Supplier’s cost.

(4) The Supplier shall not permit any person to visit a Site whose presence is not necessary for the performance of the Services without the prior consent of the Buyer.

(5) The Supplier shall keep and thereafter safely maintain and protect against loss and damage such health, safety and environmental records relating to the Services as can be reasonably expected from a prudent and reputable supplier (including without limitation records relating to personnel, training, inductions, risk assessments, investigations and accidents at work).

(6)

4 NATURE AND COMPOSITION OF WASTE

(1) The Buyer shall inform the Supplier in writing of the nature, composition, quantity and origin of Waste and shall in particular comply with its obligation in this regard under Section 34 of the Act.

(2) In the case of Waste which is not Hazardous Waste, the Buyer shall at the request of the Supplier, provide a declaration in writing to such effect.

(3) If the Supplier shall discover that any information as to the nature, composition and quality of Waste given by the Buyer to the Supplier in accordance with this condition is incorrect to a material degree, the Supplier shall promptly notify the Buyer.

5 COLLECTION, HANDLING AND CARRIAGE OF WASTE

(1) Without prejudice to the generality of Clause 3(1)(b) of this Schedule, before any person performs the Services it shall be required to be inducted and trained on (and thereafter comply with) the SHE Standards and Requirements and Site Rules.

(2) On collection of Waste from the Buyer, the Supplier shall deliver to the Buyer a receipt (in a form prepared or approved by the Buyer) for Waste collected and shall complete all such documentation as may be required by Environmental Laws in relation to the Waste. Property and risk (such risk that is allowed under the Act) in Waste shall pass to the Supplier at the point of collection of Waste.

(3) Wherever Waste to be handled by the Supplier has properties which in the opinion of the Buyer necessitates methods of handling or treatment of which the Supplier could not reasonably be expected to be aware, the Buyer shall recommend to the Supplier any special methods to be adopted.

(4) The Supplier shall provide to the Buyer such information as the Buyer shall require to enable the Buyer properly to complete any necessary consent or consignment/transfer note applicable to the carriage of the Waste. The Supplier shall at all times duly perform and observe any conditions attached to such a consent and comply with any Environmental Laws applicable to such carriage, including, in particular in relation to the carriage of Hazardous Waste.

(5) The Supplier shall promptly provide to the Buyer such information or documentation as the Buyer shall require to enable the Buyer to comply with Environmental Laws in respect of the Waste transferred to the Supplier, including but not limited to copies of transfer or consignment notes (as applicable), copies of all relevant licences and consents evidencing that the Supplier is appropriately licensed to transport the Waste and all or any information required by the Buyer in connection with the transport and/or final disposal of the Waste.

(6) The Supplier (without the prior written consent of the Buyer) shall not bring any Waste originating from any other source onto any land or premises owned or occupied by the Buyer nor shall the Supplier add to Waste collected from the Buyer any other substance or material prior to deposition or treatment of such Waste.

6 SERVICE OF WASTE

(1) The Supplier agrees to adhere to the following obligations with regards to the service of Waste:

(a) The Supplier shall upon request, demonstrate to the reasonable satisfaction of the Buyer that the service of Waste is adequately managed, co-ordinated and controlled.

(b) The Supplier shall use its best endeavours to ensure that Waste is not treated, kept or disposed of in a manner likely to cause pollution of the environment or harm to human health.

(c) In the event that any land or premises owned or occupied by the Buyer may be contaminated as a result of the Services, the Supplier shall immediately notify the Buyer whereupon the Buyer shall arrange for decontamination of that area and the Supplier shall indemnify the Buyer on demand and keep the Buyer indemnified against any liability, claims, actions, demands, expenses, costs (including but not limited to legal costs and other professional costs), proceedings, losses, and damages incurred by the Buyer (or its Affiliates) arising from the contamination of any land as a result of or in connection with the Services .

(d) The Supplier and the Buyer shall consult together on the question of where the Waste shall be deposited or treated and no place shall be so used without the Supplier first either obtaining any necessary permit, consent or licence (which may include the consent of the appropriate planning authority) or a licence or permit granted by the appropriate waste regulation authority, or ensuring that such permit, consent or licence has already been obtained. The Supplier shall not sub-let or in any manner delegate the responsibility of obtaining all such necessary consents or licences.

(e) The Supplier warrants and represents that it has and shall maintain for the duration of the Contract all licences, permits and authorisations as required by law to perform the Services.

(f) The Supplier shall promptly, at the request of the Buyer, submit a copy to the Buyer of any permits, consents or licence obtained by the Supplier in connection with the service of Waste, including any processing or treatment thereof.

(g) The Supplier shall display notices and markings warning of the presence of any Waste wherever reasonably necessary for the purpose of ensuring safety, and in compliance with the law including regulations relating to transport or packaging made under Environmental Laws or applicable health and safety laws.

(h) The Supplier shall use its best endeavours to ensure that no part of the Waste escapes from where it is deposited or serviced whether as a result of the effects of weather or otherwise in a form or state different from that originally held by the Waste except in accordance with the conditions of any licence or permit.

(i) The Supplier shall, if requested to do so by the Buyer, provide written confirmation that service of Waste has been completed.

7 HIRE OF EQUIPMENT

(1) In the event that the Buyer shall hire any equipment from the Supplier, any consideration or such hire shall be as specified in the Contract.

(2) Equipment hired by the Supplier to the Buyer shall at all times remain the property of the Supplier and the Buyer shall not sub-let or lend such equipment to any other person without the prior written consent of the Supplier.

(3) The Supplier warrants to the Buyer that any equipment hired out by the Supplier shall be safe and fit for the purpose of dealing with the Waste for which the equipment is supplied.

8 INSURANCE

(1) Clause 12 of the Conditions, details the requirements of Third Party Liability, Professional Indemnity, Workmen's Compensation and Buyers Liability insurances that shall be maintained by the contractor

(2) In addition to Clause 12 of the Conditions, the Contractor shall also maintain the following other insurance policies, with an insurance office of good repute to cover any foreseeable commercial risk, including but not limited to:

(i) Insurance for the replacement of the Contractor's equipment, defective materials, tools and any other item that is necessary to be used for the completion of the Services.

(ii) Motor, Marine or Aviation Insurance as appropriate.

(3) The Contractor shall ensure that any subcontractor also maintains each of the insurances set out in Clause 8 of this Schedule.

9 LIABILITY FOR DAMAGE, LOSS AND INJURY

(1) In addition to Clause 10.1 of the Conditions, the Supplier shall indemnify the Buyer and keep the Buyer indemnified against any liability, claims, actions, demands, expenses, costs (including but not limited to legal costs and other professional costs), proceedings, losses (including but not limited to loss of profit) or damages ("**Losses**") arising out of the Services (and including but not limited to for the avoidance of doubt, arising from any equipment, machinery or materials) and including but not limited to losses or costs incurred by the Buyer in connection with any regulatory enforcement action and/or damage to property, land, personal injury and death. This Clause 9 of this Schedule shall survive termination of the Contract for whatever reason.

10 CONFIDENTIALITY

(1) The Supplier undertakes to:
  (a) keep confidential all Confidential Information;
  (b) not without the written consent of the Buyer disclose any Confidential Information in whole or in part to any other person save those of its directors, employees, agents or professional advisers involved in the performance of the Services and provided in all cases that they have a need to know the same and that such disclosure is made in accordance with Clause 10(3) of this Schedule; and
  (c) use any Confidential Information solely in connection with the provision of Services to the Buyer and not otherwise for its own benefit or for the benefit of any third party.

(2) The restrictions set out in Clause 10 of this Schedule shall not apply to any Confidential Information:
  (a) that the Supplier can demonstrate to the reasonable satisfaction of the Buyer through the use of appropriate evidence was:
    (i) known to the Supplier free from any obligation of confidence prior to the date of its disclosure by the Buyer otherwise than as a result of being obtained directly or indirectly from the Buyer;
    (ii) obtained from a third party free from any obligation of confidence who lawfully possessed such Confidential Information and which was not obtained by that third party in a breach of a duty of confidence owed to the Buyer; and/or
    (iii) in the public domain in the form in which it is possessed by the Supplier and other than as a result of a breach of a duty of confidence owed to the Buyer by any person;
  (b) which is required to be disclosed by the Supplier as a requirement of law or to any regulatory body to whose rule the Supplier is subject. In such circumstances, the Supplier shall provide the Buyer with as much notice as reasonably possible of any request for it to disclose any Confidential Information and, shall assist the Buyer to resist the disclosure in question to the maximum extent permitted.

(3) Without prejudice to the generality of Clause 10 of this Schedule, the Supplier further undertakes to make all relevant directors, employees, sub-contractors, agents and professional advisers aware of the confidential nature of the Confidential Information under this Clause and shall procure the compliance of all such persons with the provisions of this Clause as if those persons were a direct signatory to the Contract. If required by the Buyer, the Supplier shall procure that all such persons used in connection with the Services sign a non-disclosure agreement directly with the Buyer.

(4) The Supplier shall not make use of or make any reference to the name of the Buyer (or any Affiliate of the Buyer) for any advertisement, announcement, marketing or publicity without the prior written consent of the Buyer.

(5) The Supplier shall not without the prior consent of the Buyer in writing take or permit to be taken any photographs of any Site or any part thereof, or any property of the Buyer (including without limitation equipment and installations).

(6) This Clause 10 of this Schedule shall survive termination of the Contract for whatever reason.

11 AUDITING

(1) Prior to the commencement of Services and at any time during the period of the Contract, the Buyer shall have the right to carry out health, safety and environmental audits of the Supplier's facility and/or operations and that of any subcontractor. The Supplier and any subcontractor must comply in all respects with the instructions arising from all such audits within the time period specified by the Buyer, which shall not be unreasonable in the circumstances.

12 VARIATION OF THE SERVICES

(1) In the event that the Buyer requires additional works or services to the Services or any changes to the Services, the Buyer shall notify the Supplier of its requirements. Following such notification and in any event within two working days following receipt of the request, the Supplier shall advise the Buyer in writing of the impact (if any) of any requested change on:

(a) the Price, together with a detailed breakdown of such additional costs, expenses and charges to be incurred by the Supplier as a result of the requested change; and

(b) the timescales for the performance of the Services, together with a detailed breakdown of additional time required to perform the Services (as revised).

Any suggested revision by the Supplier to the Price and/or the timescales for performance of the Services must be proportionate to the change requested to the Services by the Buyer and the Supplier shall use all commercially reasonable efforts to minimise any additional charges and delay in performance of the Services. If requested by the Buyer, the parties shall meet to discuss any requested change and/or any impact on the Price or timescales for performance of the Services as soon as practicable.

(2) The Supplier may not unreasonably withhold or delay its agreement to any reasonable request by the Buyer to add to or alter the Services and both parties shall negotiate any amendments required to the Contract in good faith.

(3) Any change to the Services or any other terms of the Contract shall only be effective and binding if documented in writing and signed by an authorised representative of each party.