BRISTOL & AVON TRANSPORT & RECYCLING LTD -TERMS & CONDITIONS

1. For the purpose of this document:

   - The 'Carrier' means Bristol & Avon Transport & Recycling Ltd. whose registered office is at Second Floor, Arena Court, Crown Lane Maidenhead Berkshire SL6 8QZ.
   - The 'Customer/Producer' means the person named as such overleaf.
   - The 'Carrier's Lorry' means the lorry described overleaf.
   - The 'Load' means the materials described overleaf loaded or to be loaded (as the case may be) on to the Carrier's Lorry by the Customer/Producer.

2. Where the Customer/Producer loads the Carrier's Lorry then the Customer/Producer shall ensure that weight, composition and distribution of the Load is in accordance with all legislation and other legal requirements applicable to transporting the load on the highway.

3. It is the responsibility of the Customer/Producer to ensure that the description of the Load given overleaf is correct in all particulars.

4. If the Customer/Producer loads materials on the Carrier's Lorry which differ from the materials described by the Customer/Producer when placing his order, then the Carrier shall be entitled to change its current rate for the removal of that substituted material.

5. Where the parties have agreed that payment is to be by loadwork and the driver of the Carrier's Lorry is kept waiting to be loaded, then any waiting time in excess of 15 minutes will be charged at the Carrier's current daywork rate. All lorry hire carried out on a daywork basis will be charged at a minimum of 8 hours per day.

6. It is the responsibility of the Customer/Producer to provide lawful access to the point of loading and the Customer/Producer shall be liable to reimburse the Carrier for all costs incurred by the Carrier where the Carrier's Lorry attends the site but is unable to gain access for loading.

7. If the Carrier's Lorry suffers any damage (including punctures) due to the condition of the loading site or access thereto or suffers any damage caused by the Customer/Producer or his employees or agents then (without prejudice to such legal claims as the Carrier may be entitled) the Customer/Producer shall reimburse the Carrier for the costs of all repairs to the Carrier's Lorry and (where applicable) the hire of any replacement vehicle.

8. Unless previously agreed between the Carrier and the Customer/Producer, the Customer/Producer shall not load the Carrier's Lorry with any hazardous, polluted or contaminated materials.

9. Payment for the work described overleaf shall be within 7 days from the date of invoice unless stated otherwise from the Carrier in writing.

10. All waste/spoil removed from the Customer's premises remains the property of the Customer until such a time as the Carrier has been paid for removing and tipping such waste/spoil. In the event of non-payment, the Carrier reserves the right to return all waste/spoil to the Customer's site and to make a charge for doing so.

11. Any query with this ticket please inform our office within 5 days from the date on the ticket, after which no claim will be valid.