

# **Clinipower Terms & Conditions**

## **1 Definitions**

### 1.1 In these Terms and Conditions:

‘Clinipower’ means Clinipower Avonmouth LLP;  
‘Contract’ means in relation to any consignment of Waste the contract formed between Clinipower and the Customer for Clinipower to provide the Services on the terms of the agreement on the Price and any other terms expressly agreed in writing between Clinipower and the Customer and these Terms and Conditions;

‘Customer’ means the person named as the Customer in the Consignment Note relating to the Waste;

“Price” means the price agreed between Clinipower and the Customer for the provision of the Services;

“the Services” means the processing of Waste in accordance with the Contract;

‘Specification’ means in relation to any delivery of Waste the specification of the Waste in the Pre-Acceptance Audit and the Consignment Note;

‘Terms and Conditions’ means the Terms and Conditions of Clinipower current as at the date of the delivery of the relevant Waste;

“the Waste” means waste delivered by the Customer to Clinipower for processing which shall include:

“HT Waste” Clinical Waste for high temperature destruction (Pyrolysis & Gasification).

EWC Codes 18 01 01, 18 02 01, 18 01 02, 18 01 03\*, 18 01 04, 18 01 06\*, 18 01 07, 18 01 08\*, 18 01 09, 18 02 01, 18 02 05\*, 18 02 06, 18 02 07\* 18 02 08. Waste may be multiple coded e.g. 18 01 03\*/ 09.

“AT Waste” Clinical Waste for treatment through Autoclaves (Orange bags)

EWC Codes 18 01 03\*, 18 01 04, 18 02 02\* and 18 02 03 shall be accepted. No human or animal tissue, blood or pharmaceutical products shall be present.

Any other category of waste agreed by Clinipower which Clinipower is authorised to process

1.2 The expression “agreed by the Customer and Clinipower” or “by both parties” shall mean agreed in writing by an authorised representative of Clinipower and the Customer.

## **2 General**

2.1 These Terms and Conditions shall take precedence over and shall supersede any terms and conditions referred to, offered or otherwise relied on by the Customer whether in negotiation or at any stage in the dealings between Clinipower and Customer in relation to the Contract. The Contract shall represent the entire agreement upon which the Services shall be provided by Clinipower to the Customer.

2.2 Clinipower will not be bound by any standard or printed terms furnished by the Customer in any of its documentation (including but without limitation any terms contained in its order forms, invoices, delivery notes, tenders, printed conditions or correspondence), unless the Customer and Clinipower specifically agree that such terms shall apply.

2.3 Any term found to be unenforceable or illegal shall be deemed not to be part of the Contract, but the remainder of the Contract shall remain unaffected.

2.4 Clinipower’s failure to insist upon strict performance of any provision of the Contract shall not be deemed to be a waiver thereof.

2.5 A waiver by Clinipower of any breach of the Contract by the Customer will not be deemed a waiver of any subsequent breach.

## **3 Variation**

Neither Clinipower nor the Customer shall be bound by any variation or addition to the Contract or these Terms and Conditions except as agreed by both parties in writing.

## **4 Specification**

4.1 The Customer represents and undertakes that the Waste will conform with the Specification and will not contain any material outside the normal scope of the Specification which might reasonably be considered likely to create a health or safety risk to personnel or cause damage to plant or machinery. The Customer will identify any risks in the handling of the Waste which is not clear from the Specification.

4.2 The Customer will comply with any reasonable request from Clinipower for evidence that the Waste complies with the Specification.

4.3 Clinipower reserves the right for its authorised employees or their representatives to visit the Customer’s premises to verify at source that Waste conforms with the Specification. The Customer shall provide Clinipower with all facilities reasonably required for inspection and testing. Such inspection and testing shall not absolve the Customer from liability or responsibility under the Contract nor imply acceptance of any of the Waste.

## **5 Clinipower's obligation to process the Waste ("the Services")**

Subject to Clinipower's right to reject Waste which is not in accordance with its Specification or which is not delivered in accordance with a schedule of delivery agreed with Clinipower, Clinipower undertakes to process the Customer's Waste in accordance with relevant regulation.

## **6 Payment**

6.1 Except as otherwise expressly agreed Clinipower will invoice the Customer immediately following acceptance of the Waste and the Price for the Services shall be payable by the Customer on receipt of invoice from Clinipower (which in the case of invoices sent by email shall be taken to be the time of sending).

6.2 Clinipower reserves the right to charge interest on outstanding sums from due date until the date of payment at a rate of 8% p.a. over the Bank of England base rate from time to time except as otherwise specifically agreed in writing with the Customer in relation to terms of payment.

## **7 Delivery**

7.1 Except as otherwise agreed Waste will be delivered at the premises of Clinipower and at a time or times agreed with Clinipower prior to delivery. The time of delivery will be of the essence of the Contract and in the event that the Customer fails to deliver any consignment of Waste at the time and according to the Specification and quantity agreed Clinipower reserves the right to make a charge to cover any resultant additional cost or loss in dealing with the Waste.

7.2 Each delivery of Waste shall be accompanied by a Consignment Note clearly marked with the description and quantity of the Waste and any other relevant information or paperwork requested by Clinipower or otherwise required by law.

7.3 Clinipower shall use all reasonable endeavours to achieve the turn-around of vehicles in the shortest possible time, but will not be held liable for any waiting time or delay in offloading the Waste.

7.4 The Customer and any persons authorised by it entering upon Clinipower's premises do so at their own risk and Clinipower accepts no liability for the death or injury of any person or damage to property suffered as a result of such entry except to the extent that it is the direct result of negligence by Clinipower.

## **8 Risk/Title and Rejection**

8.1 Risk and ownership of Waste shall pass when the Waste has been unloaded, checked and accepted on Clinipower's behalf.

8.2 Clinipower reserves the right not to accept waste which does not conform with the Specification in any way or is not delivered at the agreed time or times.

8.3 Notwithstanding acceptance of Waste on delivery, Clinipower reserves the right to reject the whole or any part of the Waste within a reasonable period after delivery if it does not comply in all respects with the Specification and the non-compliance was not evident at the time of delivery.

8.4 The Customer shall indemnify Clinipower for the cost of returning rejected Waste.

## **9 Confidentiality**

The Customer may as a result of this agreement receive confidential or market sensitive information concerning Clinipower (or information in relation to which Clinipower owes a duty to someone else). The Customer agrees that it will treat all such information as confidential and will not directly or indirectly disclose it or use it for any purpose other than to fulfil its obligations to Clinipower.

## **10 Notices**

Notices shall be in writing and shall be sent as follows:

- a) in the case of a notice to Clinipower the notice shall be addressed to the Plant Manager at CP Buildings, Bristol Waste Transfer Station, Kings Weston Lane, Avonmouth, Bristol and served by hand or sent by 1<sup>st</sup> class post or sent by email to [accounts@clinipower.net](mailto:accounts@clinipower.net).
- b) in the case of a notice to the Customer the notice shall be addressed to Customer as indicated in the Pre-Acceptance Audit or Onboarding Form or as otherwise indicated by the Customer or in default of any such indication it shall be addressed to the Directors of the Customer at its registered office (and in the case of a notice sent by email shall be taken to have been served when sent).

## **11 Rights of Third Parties**

The parties to this Contract do not intend that any term of the Contract will be enforceable by any person that is not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.