Planning Statement
Waldens Waste & Clearance Services Ltd

REF: PP-04488330
REF: 15/00069/WASCOU
1.0 Introduction
2.0 Site Description
3.0 Planning Policy
4.0 Environmental considerations
5.0 Design and access statement
6.0 Conclusions
1.0 Introduction

1.1 This planning application has been submitted to Northampton county council for the proposed change of use from Industrial use to a small Waste storage, recycling, transfer facility incorporating small scale waste incinerator at Pytchely lodge industrial estate. The proposal is to install the incinerator with the proposal to obtain government funding or investment to use the incinerator for energy recovery. The permit for the incinerator is being applied for at Kettering borough council as the same time as the planning permission.

1.2 The site is not owned by Waldens Waste but is currently being rented.

The proposed development

1.3 Waldens Waste currently operates a waste collection service for commercial business across Northamptonshire and has established a good customer base. At present all non-recycle waste is taken to Sita in Northampton on the Brackmills industrial estate. Waldens Waste propose to acquire a small waste incinerator (permitted by Kettering borough council) to reduce transport cost and reduce waste going to landfill.

1.4 The development will facility to sort and process mixed waste streams collected in 1 x 7.5ton refuse truck and 1 x 3.5ton box van. The combined waste acceptance on site will be 10,000 tonnes per annum.

Non-Recyclables waste – 350 ton per annum at present
Recyclable waste - 430 ton per annum at present

Waste Storage and collection

1.5 As most customers have segregated there waste at point of source waste would arrive on site in 2 different Vehicles.

7.5ton – General Waste

3.5ton – Mixed Recycling

General waste processing will occur within the building. Sorting and processing will be undertaken by hand processing.

1.6 The building consists of a sealed concrete floor. Recyclable items would be removed such as plastics, glass and cardboard. These will be stored outside in sealed spillages or skips and relocated for further treatment.
1.7 All non-recyclable waste that arises from the waste sorting process would then be put into the incinerator. All processing of waste brought onto site would have a 24 hour turnover.

1.8 All waste will be collected from local commercial businesses across the area highlighted in red. Waldens Waste do not intend to collect waste from other areas insuring that the local business have a high level of service and reduce transport movements.

1.9 Policy 12: Spatial strategy for waste management in the minerals and waste plan states that “Development should be concentrated in Northampton, Wellingborough, Kettering, Corby and Daventry” Waldens waste is situated within the catchment area.
1.0 Site Description

1.1 Details of how the site will be used is detailed on the map attached with the application. Waste will arrive on site at the entrance from Pyhcley lodge road. This access is shared by Beamhouse Engineering Ltd and Emerald House. (A). Waste on the refuse truck will then be transferred from the truck into building (B). This waste will then be processed by hand in area (D). All glass waste will be stored in skips (F) and all other recyclable materials sorted in area (E) in large plastic silages to be taken at regular intervals for further processing.
Skips

Stillages
3.0 Planning Policy

Nation Planning Policy framework

The Waste Management Plan for England 1 sets out the Government’s ambition to work towards a more sustainable and efficient approach to resource use and management. Positive planning plays a pivotal role in delivering this country’s waste ambitions through:

- delivery of sustainable development and resource efficiency, including provision of modern infrastructure, local employment opportunities and wider climate change benefits, by driving waste management up the waste hierarchy.

- ensuring that waste management is considered alongside other spatial planning concerns, such as housing and transport, recognising the positive contribution that waste management can make to the development of sustainable communities.

- providing a framework in which communities and businesses are engaged with and take more responsibility for their own waste, including by enabling waste to be disposed of or, in the case of mixed municipal waste from households, recovered, in line with the proximity principle.

- helping to secure the re-use, recovery or disposal of waste without endangering human health and without harming the environment; and - ensuring the design and layout of new residential and commercial development and other infrastructure (such as safe and reliable transport links) complements sustainable waste management, including the provision of appropriate storage and segregation facilities to facilitate high quality collections of waste.

Waste Planning Plan

- The way in which waste is managed has changed dramatically over the last twenty years in the UK, as have attitudes towards waste management. There has been a major decrease in waste being disposed of to landfill and an increase in recycling. The key aim of the waste management plan for England is to set out our work towards a zero waste economy as part of the transition to a sustainable economy. In particular, this means using the “waste hierarchy” (waste prevention, reuse, recycling, recovery and finally disposal as a last option) as a guide to sustainable waste management.

- We are working towards moving beyond our current throwaway society to a ‘zero waste economy’ in which material resources are reused, recycled or recovered wherever possible and only disposed of as the option of last resort. It means reducing the amount of waste we produce and ensuring that all material resources are fully valued – financially and environmentally – both during their productive life and at ‘end of life’ as waste. The benefits will be realised in a healthier natural environment and reduced impacts on climate change as well as in the competitiveness of our businesses through better resource efficiency and innovation – a truly sustainable economy.
Similarly, in the industrial and commercial sectors, less waste is generated, less waste sent to landfill and more recycled than in the past. In total, 47.9 million tonnes of commercial and industrial waste were generated in England in 2009, compared with 67.9 million tonnes in 2002-3. A total of 25 million tonnes (52%) of commercial and industrial waste was recycled or reused in England in 2009, compared with 42% in 2002/3. A total of 11.3 million tonnes (24%) of commercial and industrial waste were sent to landfill in 2009, compared with 41% in 2002/3.

In England, the waste hierarchy is both a guide to sustainable waste management and a legal requirement, enshrined in law through the Waste (England and Wales) Regulations 2011. The hierarchy gives top priority to waste prevention, followed by preparing for reuse, then recycling, other types of recovery (including energy recovery), and last of all disposal (e.g. landfill).

In 2009, 47.9 million tonnes of waste were generated by businesses. The industrial sector accounted for 24.1 million tonnes and the commercial sector 23.8 million tonnes.


National planning policy for waste aims to help achieve sustainable waste management by securing adequate provision of new waste management facilities of the right type, in the right place and at the right time. Under the national planning policy approach, waste planning authorities should identify in their local waste plans sites and areas suitable for new or enhanced facilities for the waste management needs of their area. In deciding which sites and areas to identify for such facilities, waste planning authorities should assess their suitability against the criteria set out in the policy. This includes the physical and environmental constraints on development, existing and proposed neighbouring land uses, and any significant adverse impacts on the quality of the local environment.

Services to householders and businesses will be improved - while delivering environmental benefits and supporting growth - through initiatives which reward and recognise people who do the right thing to reduce, reuse and recycle their waste. We will work with councils to increase the frequency and quality of rubbish collections and make it easier to recycle. We will also provide support to councils and the waste industry in improving collection of waste from smaller businesses; as well as reducing the burden of regulation and enforcement on legitimate business but target those who persistently break the law.
Local Planning Policy

Policy 12: Spatial strategy for waste management Northamptonshire’s waste management network, particularly advanced treatment facilities with a sub-regional or wider catchment, will be focused within the central spine and the sub-regional centre of Daventry. Development should be concentrated in Northampton, Wellingborough, Kettering, Corby and Daventry. Development in the smaller towns should be consistent with their local service role.

Policy 13: Development criteria for waste management facilities (no inert and hazardous) Proposals for waste management facilities on non-allocated sites (including extensions to existing sites and extensions to allocated sites) must demonstrate that the development:

- Does not conflict with the spatial strategy for waste management
- Promotes the development of a sustainable waste network and facilitates delivery of Northamptonshire’s waste management capacity requirements
- Clearly establishes a need for the facility identifying the intended functional role, intended catchment area for the waste to be managed, market base for any outputs, and where applicable the requirement for a specialist facility
- Is in general conformity with the principles of sustainability (particularly regarding the intended catchment area)
- Facilitates the efficient collection and recovery of waste materials
- Development should also, where appropriate, and particularly in the case of advanced treatment facilities:
  - Ensure waste has undergone preliminary treatment prior to advanced treatment
  - Integrate and co-locate waste management facilities together and with complementary activities
  - Maximise the re-use of energy, heat and residues

Policy 16: Industrial area locations for waste management uses the following general industrial area locations are acceptable in principle for those waste management uses appropriate to be located in an urban area:

WL1: Daventry - Drayton Fields / Royal Oak

WL2: Daventry - Long March
WL3: Brackley - Boundary Road
WL4: Towcester - Old Greens Norton Road
WL5: Northampton - Lodge Farm
WL6: Northampton - St. James / Far Cotton
WL7: Northampton - Moulton Park
WL8: Northampton – Brackmills
WL9: Northampton - Round Spinney
WL10: Wellingborough - Park Farm
WL11: Wellingborough - Denington
WL12: Wellingborough - Finedon Road
WL13: Kettering - Telford Way
WL14: Kettering - Pytchley Lodge
WL15: Corby - Oakley Hay
WL16: Corby - Earlstrees
WL17: Corby - Weldon Road
WL18: Corby - North Eastern Industrial Areas
WL19: Rushden / Higham Ferrers - Sanders Lodge
WL20: Rushden / Higham Ferrers - West of Bypass
WL21: Oundle - Nene Valley
Policy 18: Strategy for waste disposal

Provision should be made to meet the following indicative waste disposal capacity requirements during the plan period.

<table>
<thead>
<tr>
<th>Hierarchy level</th>
<th>Management method</th>
<th>Indicative capacity requirement ( million tonnes per annum )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2021</td>
</tr>
<tr>
<td>Disposal</td>
<td>Non-Inert landfill</td>
<td>0.82</td>
</tr>
<tr>
<td></td>
<td>Inert fill or recovery</td>
<td>0.16</td>
</tr>
<tr>
<td></td>
<td>Hazardous landfill</td>
<td>0.2</td>
</tr>
</tbody>
</table>

Provision of capacity for general non-inert waste disposal should only be made if the need for this can be justified and it is only for residual wastes. Where it can be clearly demonstrated that additional landfill capacity for residual wastes should be provided, preference would be for an extension to an existing site, unless it can be shown that a standalone site would be more sustainable and better located to support the management of waste close to its source. Provision for inert waste disposal or recovery should be made at mineral extraction sites requiring restoration, unless it can be clearly demonstrated that an alternative location would not prejudice the restoration of these sites.

Policy 19: Development criteria for waste disposal (non-inert and hazardous)

Proposals for the disposal of non-inert or hazardous waste must demonstrate that:

- Additional capacity is needed to deliver waste disposal capacity requirements
- It clearly establishes a need for the facility identifying the intended functional role, intended catchment area for the waste to be disposed and where applicable the requirement for a specialist facility
- It is in general conformity with the principles of sustainability (particularly regarding the catchment area)
- The waste to be disposed of has undergone prior-treatment to ensure that only residual waste is disposed of
- Disposal forms the last available management option. Where this can be demonstrated, preference will be given to extensions of existing sites unless it can be shown that a standalone site would be more sustainable and better located to support the management of waste close to its source.
Policy 22: Addressing the impact of proposed minerals and waste development

Proposals for minerals and waste development must demonstrate that the following matters have been considered and addressed:

- Protecting Northamptonshire’s natural resources and key environmental designations (including heritage assets)
- Avoiding and / or minimising potentially adverse impacts to an acceptable level, specifically addressing air emissions (including dust), odour, bio aerosols, noise and vibration, slope stability, vermin and pests, bird strike, litter, land use conflict and cumulative impact
- Impacts on flood risk as well as the flow and quantity of surface and groundwater
- Ensuring built development is of a design and layout that has regard to its visual appearance in the context of the defining characteristics of the local area
- Ensuring access is sustainable, safe and environmentally acceptable.
- Ensuring that local amenity is protected. Where applicable a site-specific management plan should be developed to ensure the implementation and maintenance of mitigation measures throughout construction, operation, decommissioning and restoration works

Policy 29: Implementation

The implementation of minerals and waste development will be controlled and managed through the use of the following measures:

- Planning conditions
- Planning obligations and / or legal agreements to: o ensure that requirements are met (but only where the use of planning conditions alone is not adequate), and / or o provide benefits to compensate the local community affected by the development (where appropriate)
- Requirements by the owner and / or operator to monitor minerals extracted and waste managed including information on catchments, and to provide summaries of this information to the Minerals and Waste Planning Authority
- Monitoring of permitted operations by the planning authority to ensure compliance with planning conditions
- Establishment of a Local Liaison Group (where appropriate)
- Service of prohibition orders at minerals sites where winning and working has not been carried out for at least two years and where, in the planning authority’s opinion, working is unlikely to be resumed.
2.0 Environmental Considerations

This Chapter details the considerations to the environment.

Ground Water Discharge and Surface Water

2.1 The site is located in a flood risk zone 2. The proposal will not increase the flood risk elsewhere. Waldens Waste will insure produces are in place so that all staff are trained and fully aware of actions in the event of flood. A flood risk assessment has been carried out.

2.2 All sorting and processing of waste will be carried out inside the building with a sealed concrete floor to enable the small amount of residue water they may come from waste to be cleaned up efficiently.

Visual Impact

2.3 The site will have little impact upon the surrounding visual amenity due to the nature of the surrounding industrial estate.

Traffic

2.4 The average day movements associated with the site are expected to be 1 x 7.5ton vehicle per day and 1 x 3.5ton vehicle per day.

2.5 It is considered that due to the relatively small number of daily movements that will be produced by the site there will be little effect on the industrial estate. Pytchley road.

Noise

2.6 Due to the nature of the site it is considerate that there will not be a noise level generated above the average from the surrounding operations and activities.

Odour

2.7 Due the nature of waste being processed on site Odour could be a potential for concern. Waste streams accepted onto site will be processed in an enclosed, lockable building and processed within a 24 period to prevent build up and odour accruing.
Litter

2.8 The site is fenced so any litter would be prevented from escaping. Litter control measures will be drawn up and enforced on site.

Air Emissions

2.9 GF Environmental Ltd has been commissioned to undertake Air emissions Assessments to support the application. Report to follow. All regulations set within the permit will be adhered to.

Lighting

4.10 No new lighting is proposed.

Pest Control

4.11 Waldens Waste intends to get a contractor to carry pest control services. See attached indented service contract.

Hours of operation

4.12 Hours worked on site will be between 8:30 and 17:30 Monday – Friday (Excluding Bank holidays) Saturday’s mornings 8:30 – 12:30 on very rare occasions if needed.

Ecology
4.13 The site is situated within an industrial Estate. All 3 boundaries are connected to other industrial activates including a Recovery of Electric items on the north side boundary.

3.0 Design and Access Statement

The design and access statement considers the following in relation to the proposed application.

- Use of Site
- Amount of development
- Layout
- Scale
- Appearance
- Access

Use of Site

3.1 The proposed application seeks to establish a small waste transfer station with incineration to receive, sort and incinerate mixed waste collected in 1 3.5ton box van and 1 7.5ton refuse truck.

Amount of development

3.2 The proposal will utilise the existing building therefore there are no plans to extend or alter this in anyway

Layout

3.3 No new proposed buildings or developments

Scale

5.4 The dimensions of the existing building are:

Height Lowest point – 3.5m        Highest point – 4.300m
Width    6.6m
Length 12.60m
**Appearance**

5.6 The proposed application will fit in with industrial appearance of the area.

**Access**

5.7 Access to the site will be gained by shared access past Beamhouse Engineering and Emerald House. This is gained from the Pytchely lodge road shown on drawing ‘Site Access’. The site has a lockable gate and this is the only access onto site.

**4.0 Conclusion**

4.1 The proposed development fits in with the surrounding area and other local business that are located in the Pytchely Lodge road industrial estate.

4.2 Policy 16 of the Northamptonshire waste and Minerals Local plan identifies Kettering Pytchely lodge WL14 as an Industrial area location for waste management uses. Waste management uses are acceptable in principle in this area.

4.3 The proposal does not include plans to alter or extend the existing building in anyway.

4.4 As a general industrial area and with the recent approved application on the east boundary of WEEE waste recycling the application will fit in with the natural surroundings of the area.

4.5 The aim of the operation is to recycle and reuse the highest number of materials as possible. As a recycling facility the proposal also has the support of planning policies.

4.6 Waldens waste will adhere to all policy’s set within the permits and planning and have carried out extensive accident and fire risk assessments.
Flood Risk Assessment
Waldens Waste & Clearance Services
Introduction
This is a flood risk assessment in support of a planning application for a proposed change of use for Waste storage, recycling, transfer facility incorporating small scale waste incinerator at Pythchley lodge road Kettering.

The site of the proposed development lies within Flood Zone 2 bordered by flood Zone 3 as shown by the Environment Agency flood mapping.

According to the EA considers, Flood Zone 2 - land assessed as having between a 1 in 100 and 1 in 1,000 annual probability of river flooding (1% – 0.1%), or between a 1 in 200 and 1 in 1,000 annual probability of sea flooding (0.5% – 0.1%) in any year.

The site has an area of approx. ??? Hectares and the topography generally flat.

Surface water from site soaks away or evaporates and the building has drainage for rainwater to be drained away in the correct manner.

The site will be used for small amounts of waste storage. The storage materials on site would include.

Glass – Sorted in 3 x 14 yard closed skips, exchanged when full.

Cardboard – Stored in sealed plastic stillage. Taken away as and when required to a local transfer station.

Plastic - Stored in sealed plastic stillages. Taken away as and when required to local transfer station.

Non recyable waste - Black bag waste would not be stored for longer than 24 hours within the building. Waste would be processed on arrival at site.

All of the above waste could be diverted at short notice if needed to other local waste transfer sites across Northamptonshire and would not need to remain open if flooding was imperative.
The proposed site is for a waste facility (Non Hazards) and would be regarded as ‘less vulnerable development as defined in Flood Zone and Flood Risk Tables.

Table 2: Flood Risk Vulnerability Classification

**Less Vulnerable**

- Police, ambulance and fire stations which are not required to be operational during flooding.
- Buildings used for shops; financial, professional and other services; restaurants, cafes and hot food takeaways; offices; general industry, storage and distribution; non-residential institutions not included in the ‘More Vulnerable’ class; and assembly and leisure.
- Land and buildings used for agriculture and forestry.
- **Waste treatment (except landfill* and hazardous waste facilities).**
- Minerals working and processing (except for sand and gravel working).
- **Water treatment works which do not need to remain operational during times of flood.**
- Sewage treatment works, if adequate measures to control pollution and manage sewage during flooding events are in place.

Table 3 (shown below) shows that flood zones 2 and 3 are compatible with the less vulnerable uses and therefore the site passes the sequential test.

Table 3: Flood risk vulnerability and flood zone ‘compatibility’
<table>
<thead>
<tr>
<th>Flood Zones</th>
<th>Flood Risk Vulnerability Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Essential infrastructure</td>
</tr>
<tr>
<td>Zone 1</td>
<td>✓</td>
</tr>
<tr>
<td>Zone 2</td>
<td>✓</td>
</tr>
<tr>
<td>Zone 3a †</td>
<td>Exception Test required †</td>
</tr>
<tr>
<td>Zone 3b *</td>
<td>Exception Test required *</td>
</tr>
</tbody>
</table>

Key:

✓ Development is appropriate

☒ Development should not be permitted

Potential Sources of Flooding

The following have been identified as potential sources of flooding.

- Fluvial flooding from watercourses

This is identified on the Environmental Agency’s flood plain Map
• **Groundwater**

Ground water would either soak away to ground or the site has drainage and the water could drain away.

• **Surface water run off on site and areas close to site.**

At the moment the site is concreated at one end and is stoned at the other. There are no proposals to change the surfacing on site and therefore the change of use will not increase surface water. The site is on slight embankment on the west bouderdery.

• **Flooding from public water sewers**

It is possible that the surface water sewers may back up at times of fluvial flooding but the flooding would be no worse than the fluvial flooding.

There are no canals or reservoirs near the site.

**Probability**

The site is located within flood zone 2 area. This is deemed to have a medium risk of flooding, typically between a 1 in 100 and a 1 in 1000 annual probability of flooding.
Flood preparation
Flood defences can prepare for many if not most possibilities but however thorough and robust they cannot totally remove the possibility of flooding. We must therefore ensure that London can react promptly and effectively when flooding occurs, saving life and limb and minimising harm.

Below are the steps we will make for a flood risk evacuation plan and to ensure staff and trained in the proper procedures.

Subscription to the Environment Agency’s flood watch scheme is free and in many cases can warn people of possible flooding up to 6 hours in advance.

- Flood Wardens/Duty Manager will be nominated and will be responsible for monitoring flood warnings in the area and to notify staff of a danger.
- The Duty Manager's role will be to raise the alarm and direct and oversee the work. He will ensure that the flood plan is up to date and give clear and precise instructions to ensure all staff are aware of the procedures.
- The flood warden/Duty manager are there to ensure correct shut down of the business, put flood defences in place and safely evacuate staff during a flood situation.

The following produces have been put together for the following.

Flood watch – Flooding possible. Be aware! Be prepared! Watch out.

Flood warning – Flooding of homes, businesses and main roads is expected. Act now!

Severe Flood Warning – Severe flooding is expected. Imminent danger to life and property. Act now!

All clear – All clear is issued when flood watches or warnings are no longer in force.

All Clear

- Flood water receding
- Check all site is safe to return
- Seek advice
**Flood Procedures**

<table>
<thead>
<tr>
<th>Accident or Incident</th>
<th>Responses</th>
<th>Equipment used</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood</td>
<td>Watch water levels. Ring flood line to confirm times. Height, remove all black bag waste from building if possible. Consider when to implement evacuation plan. Obtain or construct sandbags or other items to protect lower entrance.</td>
<td>Sand bags, Telephone</td>
<td>Yard Mobile Office</td>
</tr>
<tr>
<td>Flood Preparation (Flood Watch)</td>
<td>As above: Move vehicles to other locations. Turn off Gas and Electric Supplies. Evacuate building</td>
<td>sand bags, Telephone, Vehicles</td>
<td>Yard Building</td>
</tr>
<tr>
<td>Evacuation plan (Flood Warning)</td>
<td>As above: Power supplies may be lost. Torch to used at night. Lock doors and windows.</td>
<td>Torch, Sand bags Vehicles, telephone</td>
<td>Building</td>
</tr>
</tbody>
</table>
Assembly point on Pytchley Road Entrance
Fire Management Plan

1. Emergency contract details
   2. Introduction
3. What are the risks?
4. Fire prevention
5. Self-Combustion
6. Fire detection
7. Fire suppression/containment
8. Fire water Containments
9. Fire procedures
# Emergency Contacts

<table>
<thead>
<tr>
<th>Emergency Services</th>
<th>Emergency</th>
<th>Telephone Number</th>
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<tbody>
<tr>
<td>Fire</td>
<td>999</td>
<td></td>
</tr>
<tr>
<td>Ambulance</td>
<td>999</td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>999</td>
<td>101</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity</td>
<td>0800 111 999</td>
<td>0843 227 2377* on weekdays 8am to 6pm.</td>
</tr>
<tr>
<td>Water</td>
<td>03457 145 145</td>
<td>24 hour assistance</td>
</tr>
<tr>
<td>Gas</td>
<td>0800 111 999</td>
<td>0843 227 2377* on weekdays 8am to 6pm.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environmental Agencies</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kettering Council</td>
<td>01536 416005 out of hours</td>
<td>01536 410333</td>
</tr>
<tr>
<td>Environmental Agency</td>
<td>080 80 70 60 ( 24 hour )</td>
<td></td>
</tr>
<tr>
<td>Flood line</td>
<td>0345 988 1188 ( 24 hour )</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site personal</th>
<th>Available 24 hours</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Andrew Walden</td>
<td>07956023906</td>
<td></td>
</tr>
<tr>
<td>Katy Clark</td>
<td>07961727465</td>
<td></td>
</tr>
<tr>
<td>Amanda Calderwood</td>
<td>07803547094</td>
<td></td>
</tr>
</tbody>
</table>
Fire Management Plan

Introduction

Waldens waste will mainly process MSW and reuse as much as possible. All non-recycle waste will be kept inside the bulling and will be burnt with in a 24 hour period. All recyable waste will be sorted outside in sealed skips or stillage’s and will be transferred within a reasonable amount of time to ensure no excess build up.

The main points of reducing the risk of fire on site when storing combustible materials are:

- No Smoking on site
- Minimum of 6m distance from stock piles to incinerator

What are the main risks of fire?

All materials are a fire risk. There will be no large stock piles on site. General waste would be incinerated on the same day as collection inside building to avoid excess piles building up. Cardboard, glass and plastic stock piles to be at least 6 meters away from incineration plant.

Fire Prevention

As the potential for fire at the site is elevated due to the presence of high combustion Martials the following produces will be carried out to reduce the outbreak of fire.

- Sorted Martials to be kept at least 6m away from waste incinerators
- Regular inspections of all areas to prevent build-up of dust and flammable materials
- Incinerator to have daily check list to ensure any issues picked up before starting
- Site is secure
- Fire extinguishers situated around site
- Regular training and fire drills

Self-Combustion

- No material to be stored for more than one week
• All materials to be kept out of direct sunlight
• Stock piles to be checked regular

Fire Detection

It is vital that any signs of potential outbreak are identified and acted on upon before a fire breaks out.

• Regular inspection of potential areas for fires to start
• Regular monitoring of stock piles

Fire suppressions/Containment

It is important to prevent any fire outbreak from spreading to prevent further damage occurring to site and the environment.

• Fire extinguishers
• Regular training
• Good house keeping

In order to limit potential fire outbreak the following produces are to be followed.

• Stockpiles to be maintained to a minimum
• All materials are to be stored 6m away from incineration plant
• Good house keeping

Fire water Containment

Fire water run off can cause environmental problems if allowed to run into open drain.
• The drain behind the building is able to be isolated by either sand bags or another form of blockage system to avoid water draining into system.

Fire Procedures

<table>
<thead>
<tr>
<th>Accident or Incident</th>
<th>Responses</th>
<th>Equipment used</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Explosion</td>
<td>Evacuate area. Inform emergency services. Water run off drains to be blocked.</td>
<td>Sand bags, Telephone</td>
<td>Yard Mobile Office</td>
</tr>
<tr>
<td>Spontaneous combustion</td>
<td>Evacuate area. Inform emergency services. Water run off drains to be blocked.</td>
<td>On site hose pipe or fire extinguisher, sand bags</td>
<td>Yard Building</td>
</tr>
<tr>
<td>Incinerator Fire</td>
<td>Emergency shut off power extinguisher to reduce potential further pollution</td>
<td>Fire extinguisher</td>
<td>Building</td>
</tr>
</tbody>
</table>
High Quality Batch Loaded Incinerators

Burn-rite Ltd, New Lane, Crossens, Southport, PR9 8LN, UK
+44 (0) 1704 224756    Info@Burn-rite.co.uk    www.burn-rite.co.uk

Model BR G1180

Burn-rite's **BR G1180** is a General Waste Incinerator specifically designed to suit the need to incinerate non-hazardous, non-recyclable waste at the point of source.

This compact machine was designed due to the increased demand for hygienic on site waste incineration.

The **BR G RANGE** has a number of common features:
- Smoke and Odour free.
- Rapid warm up to operating temperature. Minimum 850°C
- Simple to use.

**Features**

- 5mm Steel Construction
- Ash Removal Door
- 25mm High Density Insulation
- 75mm High Quality Refractory Lining
- Hydraulic Operation Loading Door
- IP68 Rated
- Factory Wired
- Factory Test Fired
- 2 Burners
- Fire Grate
- Chamber Temperature Control
- Pre Incineration Warm Up Cycle
- Post Incineration Cool Down Cycle
- Variable Time Control
- Available With Two Small Doors
- 1.5 Stainless Steel Flue As Standard

* *(LPG/Nat Gas Burners Available)*

<table>
<thead>
<tr>
<th>Model No</th>
<th>BR G1180</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel Type</td>
<td>Oil*</td>
</tr>
<tr>
<td>Fuel Consumption (l/h)</td>
<td>8.37</td>
</tr>
<tr>
<td>External Dimensions, Length (mm)</td>
<td>2600</td>
</tr>
<tr>
<td>External Dimensions, Width (mm)</td>
<td>1200</td>
</tr>
<tr>
<td>External Dimensions, Height (mm) Inc Flue</td>
<td>4500</td>
</tr>
<tr>
<td>Door Opening l x w, (mm)</td>
<td>800 x 1550</td>
</tr>
<tr>
<td>Internal Dimensions, Length (mm)</td>
<td>2100</td>
</tr>
<tr>
<td>Internal Dimensions, Width (mm)</td>
<td>900</td>
</tr>
<tr>
<td>Internal Dimensions, Height (mm)</td>
<td>800</td>
</tr>
<tr>
<td>Chamber Volume (m³)</td>
<td>1.48</td>
</tr>
<tr>
<td>Timer (h)</td>
<td>0-24</td>
</tr>
</tbody>
</table>
Dear Kate  
Thank you for your email  
We will manufacture the incinerator to have a total height of at least 5m leaving 1.5 meters above the roof line.  
As discussed, our standard stainless steel flue is 1.5m and it will not be difficult to extend.  
Regards  
Joseph

On 08 September 2015 at 21:28 Sales Waldens Waste Management <sales@northantswasteclearance.co.uk> wrote:

Hi Joseph

I have the height of the building.

3m 500.

The roof is slanted but the incinerator is to be put right at the end of the building at the lowest point so this may be slightly out. Could you give me guide to the height of the fume above the building for planning.

Thanks

Kate

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From: Joseph Gillibrand [mailto:joseph.gillibrand@gmail.com]  
Sent: 04 September 2015 13:22  
To: Sales Waldens Waste Management  
Subject: Re: General Waste Incinerator

Dear Kate  
The standard flue on all over models is 2mm thick x 1500mm height x 305mm diameter stainless steel tube  
Regards  
Joseph  
Sent from my iPhone

On 3 Sep 2015, at 21:53, Sales Waldens Waste Management <sales@northantswasteclearance.co.uk> wrote:

Hi Joseph
Date: 10/08/2015
Contact: Katie Clarke
Company Name: Waldens Waste Limited
Telephone: 07961727465
Mobile: 
Email Address: Katy@wwcsl.co.uk

Quote Reference: 01332975-0001

Premises Surveyed

<table>
<thead>
<tr>
<th>Premise Name</th>
<th>Address</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waldens Waste</td>
<td>Pytchley Lodge Industrial Estate, Pytchley Lodge Road, Kettering, NORTHAMPTONSHIRE, NN15 6JQ</td>
<td>Katie Clarke</td>
</tr>
</tbody>
</table>

Cost Summary

- One off charge (excl VAT): £90.00
- Cost (excl VAT) (Quarterly): £154.25

ERDM

Rentokil Pest Control operate using an 'ERDM' framework. This model allows us to assess a complete solution and the corresponding benefits to the customer in the following ways:

- EXCLUSION = We work with the customer to ensure that the pests in question are kept outside of the area of concern to prevent further ingress.
- RESTRICTION = We can provide advice to the customer to help significantly reduce the risk of pest infestations.
- DESTRUCTION = We will make recommendations for methods to actually control the pest issue.
- MONITORING = We will monitor on-going control of potential or current pest issues to avoid continued concern for the customer.

Premises 1 - Waldens Waste

<table>
<thead>
<tr>
<th>Contact</th>
<th>Service Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katie Clarke</td>
<td>Pytchley Lodge Industrial Estate, Pytchley Lodge Road, Kettering, NORTHAMPTONSHIRE, NN15 6JQ</td>
</tr>
<tr>
<td>Telephone: 07961727465</td>
<td>Mobile:</td>
</tr>
</tbody>
</table>
Survey Findings

Whilst carrying out the survey, pest activities and/or pest risks were found to be present on the premises. These are listed below and give you the detail of any infestation or potential risk, the type of evidence that was found, the level and location of the activity or risk and any site specific notes.

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Rodents

<table>
<thead>
<tr>
<th>Pest Detail:</th>
<th>Evidence:</th>
<th>Activity Level:</th>
<th>Location:</th>
</tr>
</thead>
</table>

Notes: A new company that is collecting waste and recycles it by burning. The current levels of vegetation is high and needs to be cut down. External bait boxes are required to monitor rodent activity.

Customer recommendations:

(Destruction) To control the current Rat activity being experienced and to monitor for future infestation an external baiting program is recommended using locked tamper resistant bait boxes installed around the premises and secured to the building. Once control has been achieved toxic baits will be changed for non-toxic blocks to monitor for future activity and re-introduce toxic baits when rats are present to help prevent infestation becoming established in and around the building. Placing a number of tamper resistant bait boxes around the premises containing chronic rodenticide which Rats sporadically feed from. These are checked and replenished as necessary by trained technicians and the toxic bait replaced with non-toxic/environmentally safe monitors when rat activity has ceased.

Recommendations

Our recommendations will provide you with the complete solution to our survey findings. We will match our unique products and services to your needs to ensure you receive the full benefit of effective pest control.

Pests

<table>
<thead>
<tr>
<th>Service Detail:</th>
<th>Visit Frequency:</th>
<th>Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rats</td>
<td>8 p.a.</td>
<td>£154.25 (Quarterly)</td>
</tr>
</tbody>
</table>

Product Information:
Service contract for eight visits per year

Metal Bait Station - Fitted

<table>
<thead>
<tr>
<th>Service Detail:</th>
<th>Visit Frequency:</th>
<th>Quantity:</th>
<th>Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>5</td>
<td>£90.00 (One Off Charge)</td>
</tr>
</tbody>
</table>

Product Information:
5 metal bait stations

Hazard and Risk Assessment

The following information details the hazards that we found or were made aware of during our survey, the Rentokil risk assessment documents that are relevant to the work recommended for your premises and a brief assessment of any asbestos considerations.

Hazards

Unsafe/slippery floors, ground, stairs

Asbestos

Are asbestos products present on site? No
Can our proposed work be done without contacting or disturbing the site asbestos / asbestos products? No
### Authorization

Your attention is drawn to the general Terms & Conditions which will apply to this agreement. In particular you should note: (i) The limitation of Rentokil's liability at Clause 6; (ii) The use that will be made of the your information as set out in Clause 14 and (iii) Your right to cancel this Agreement set out in clause 2.6.

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Customer Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Terms</td>
<td>Due For Immediate Payment</td>
</tr>
<tr>
<td>Invoice Frequency</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

One off charge (excl VAT): £90.00
Cost (excl VAT) (Quarterly): £154.25
Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. GENERAL OBLIGATIONS

1.1 Rentokil Initial UK Ltd t/a Rentokil Pest Control ("Rentokil") shall carry out the services and/or work ("Services") as specified in the attached Service Agreement ("SA") for and on behalf of the company, firm or individual identified as the customer in the SA ("Customer") and subject to these General Terms and Conditions.

1.2 The Customer shall:
   (a) provide access for Rentokil’s representatives to carry out its Services at any reasonable time or as specified in the SA.
   (b) provide all facilities at the premises that Rentokil may reasonably require to carry out the Services.
   (c) fully follow and comply with any recommendations made by Rentokil, its employees or agents particularly in relation to the maintenance of good levels of food and waste hygiene, building hygiene and proofing of building;
   (d) permit Rentokil to make an additional charge at its normal hourly rate for any wasted journeys as a result of the Customer’s failure to allow access, or to provide proper instruction;
   (e) pay Rentokil at its normal hourly rate for any visits or call outs which are required as a result of the customer’s failure to observe any recommendations made by Rentokil.

1.3 In consideration of payment of the charges by the Customer, Rentokil shall at regular intervals carry out the visits specified in the SA.

1.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

2. DURATION AND TERMINATION - THE CUSTOMER SHOULD NOTE CLAUSE 2.6

2.1 This Agreement shall commence on the date specified in the SA as the Commencement Date. To the extent that this Agreement relates to work described in the SA as a Job ("Jobwork"), the Agreement shall terminate in respect of Jobwork on completion of the Jobwork. For all other Services this Agreement shall continue for the minimum period specified in the SA ("the Minimum Period") and thereafter until terminated by either party giving not less than 3 months’ notice to the other, such notice to expire no earlier than the end of the Minimum Period or on any subsequent anniversary date, subject to this clause 2 and clauses 3 and 7.

2.2 Rentokil shall have the right without prejudice to any other right or action, to terminate this Agreement forthwith

2.2.1 if the Customer:
   (a) fails to observe and perform any of the terms of this Agreement: or
   (b) fails to correct any notified breach of this Agreement within a period of 7 days from the date of such notification: or
   (c) is adjudged bankrupt,
   (d) convenes a meeting with its creditors or if a proposal shall be made for voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition or scheme or arrangement with (or assignment for the benefit of) its creditors;
   (e) is unable to pay its debts within the meaning of Section 123 of the Insolvency Action 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer, or if a petition is presented for a bankruptcy order or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction; or
   2.2.2 in the circumstances set out in clause 7; or

2.2.3 if credit references relating to the Customer are obtained which are unsatisfactory to Rentokil.
2.3 Save where the Customer cancels this Agreement in accordance with clause 2.6 below when this clause 2.3 shall not apply, if the Customer purports to terminate this Agreement whether in respect of the some of the Services (excluding Jobwork, where the provisions of clause 2.5 shall apply) or all of them before expiry of the Minimum Period, or where Rentokil terminates this Agreement during the Minimum Period pursuant to clause 2.2, the Customer shall upon demand pay to Rentokil compensation calculated as follows:-

Termination during year 1 of the Minimum Period
80% of the aggregate charges payable by the Customer for the terminated Services until the first anniversary of the Commencement Date and 30% of the charges for the remainder of the Minimum Period;

Termination during year 2 or any subsequent year of the Minimum Period 30% the aggregate charges payable by the Customer for the terminated Services for the remainder of the Minimum Period.

2.4 Where the Customer terminates this Agreement on or after expiry of the Minimum Period in breach of clause 2.1 either by failing to serve any notice of termination or by serving less notice than is specified in clause 2.1, the Customer shall be liable to pay Rentokil compensation which together with the payments actually received by Rentokil during the period of notice given by the Customer (if any) are equal to payment of the charges in full for 3 months and 30% of the charges for the remainder of the period to the date on which this Agreement could have been terminated in accordance with clause 2.1.

2.5 To the extent that the Customer terminates this Agreement in relation to Jobwork which has not been completed or where Rentokil terminates this Agreement pursuant to clause 2.2 and Jobwork has not been completed, the Customer shall forthwith pay to Rentokil upon receipt of invoice 100% of the charges due for Jobwork completed to termination as well as any other committed and irrecoverable costs such as the cost of equipment, preparations and other materials.

2.6 If the Customer is contracting as a consumer, the Customer may cancel this Agreement at any time within seven working days, beginning on the day after the Customer has signed the Agreement and provided Rentokil has not commenced the provision of the Services with the Customer's consent.

3. PAYMENTS

3.1 The charges payable by the Customer for the Services are detailed in the SA subject to any additional charges that Rentokil may apply pursuant to clause 1.2(d) and/or any adjustments in accordance with the provisions of this clause 3.

3.2 Rentokil shall be entitled to increase the charges for the Services at any time after the first anniversary of the Commencement Date by giving the Customer at least 28 days prior written notice of such increase.

3.3 The charges are based on the number of items or services to be provided allowing also for set up costs, materials and equipment costs, service support and administration costs ("Service Costs"). If Rentokil agrees to accept a reduction or cancellation of any part of the Services to be provided any variation to the charges shall take account of these Service Costs so that the charges may not be varied pro rata to the change in the Services.

3.4 If at any time during the period of this Agreement there is an increase in Rentokil's operating costs as a result of:

(i) increases to the cost of fuel, utilities, capital equipment and any other materials;

(ii) any change to or the introduction of any tax or levy imposed on Rentokil by any government agency or other statutory or similar body (other than any tax on Rentokil's profits); or

(iii) any statutory increase to employment costs,

then Rentokil shall be entitled to increase the charges pro rata to such increase with effect from the expiry of 28 days' notice from Rentokil to the Customer of the increase.

3.5 Payments will be due in advance, the first payment being due on the Commencement Date and each subsequent payment at the intervals specified in the SA, unless otherwise agreed in writing.

3.6 The standard method of payment is by direct debit. Rentokil reserves the right to charge an administration fee where a Customer elects to pay its invoices other than by direct debit.

3.7 If any payment to be paid by the Customer to Rentokil under this Agreement is unpaid for a period of 30 days after it has become due Rentokil may at anytime thereafter give the Customer 7 days notice to terminate or suspend this Agreement and unless such overdue sum has been paid before the expiration of such notice Rentokil shall, without the need for the giving of further notice, have the absolute right at any time thereafter to either suspend the provision of the Services until payment in full is received or to terminate this Agreement without prejudice to the liabilities of the Customer to Rentokil.

3.8 Where payment of any invoice is not made by the due date Rentokil shall be entitled to recover interest at the rate of 3 percent above the base rate of HSBC plc applicable from time to time, such interest to accrue on a daily basis from the due date for payment until payment is made whether before or after judgment.
3.9 Where in any 12 month period Rentokil has failed to complete the required minimum number of visits and provided the Customer has complied with its obligations under this agreement, including, in particular its obligations under clause 1.2, the Customer may be entitled to a credit calculated on a pro rata basis after appropriate deductions in respect of set up costs, materials and equipment costs, service support and administration costs and also taking into account the number of non-routine visits such as call out and follow up visits the Customer has received.

3.10 Payment of invoices shall not be conditional on purchase order numbers or similar having been allocated or provided.

4. EQUIPMENT OBLIGATIONS

‘Rental Equipment’ means that equipment identified as such in the SA.

‘Replacement Value’ means the full cost of replacing the item at the time the loss is sustained.

1. Rentokil’s Obligation

As part of the Services, Rentokil will conduct any repairs necessary to keep the Rental Equipment in good working order provided that:

(a) the Customer is not in default of any of its obligations under this Agreement; and

(b) such repairs are not necessitated as a result of

(i) wilful or careless damage, negligence, mishandling, tampering or any unauthorised repairs by or on the part of the Customer, its employees, sub-contractors or agents; or

(ii) vandalism

4.2 The Customer shall

(a) not sell, part with possession of, pledge or otherwise dispose of any Rental Equipment. The Customer shall take no action inconsistent with Rentokil’s ownership of the Rental Equipment.

(b) insure the Rental Equipment in the joint names of Rentokil and the Customer for its Replacement Value against all risk of loss or damage;

(c) insure against injury (including death) to any persons or for loss of or damage to property as a result of the Customer’s default or negligence.

(d) immediately notify anyone claiming possession of the Rental Equipment that it belongs to Rentokil.

(e) comply with all statutory and safety requirements relating to the use of the Rental Equipment.

(f) notify Rentokil immediately of any damage, destruction or loss to or of any Rental Equipment.

(g) not at any time permit any Rental Equipment to be removed, repaired or maintained other than by Rentokil or its authorised representative.

(h) not remove any labels or signs indicating that the Rental Equipment belongs to Rentokil.

(i) not use in any dispensing machine supplied by Rentokil materials other than those supplied by Rentokil.

4.3 Removal of Rental Equipment

The Customer will allow any person authorised by Rentokil to enter any premises
owned or occupied by the Customer at all reasonable times to inspect the Rental Equipment and to remove the Rental Equipment upon termination of this Agreement howsoever such termination shall arise. If upon termination of this Agreement, Rentokil is unable for any reason to recover the Rental Equipment (other than where solely due to the default of Rentokil or its employees) the Customer will be liable for the Replacement Value of the Rental Equipment which has not been recovered, such charges being payable immediately upon invoice from Rentokil. Rentokil will exercise all reasonable care in removing the Rental Equipment from the Customer's premises but will not be responsible for restoring that part of the premises (including any services such as electrical supply) where the Rental Equipment was installed to its original state.

4.4 Rentokil shall have the right to replace any item of Rental Equipment at any time at its sole discretion provided that the replacement item is of an equivalent or better standard that the Rental Equipment. Items which replace Rental Equipment shall, upon replacement, be subject to these terms and conditions.

5. OWNERSHIP AND RISK IN GOODS SOLD

5.1 Risk of damage to or loss of any goods sold to the Customer or any Rental Equipment ('Goods') shall pass to the Customer upon delivery.

5.2 Notwithstanding delivery and the passing of risk in any Goods, the property in the Goods shall not pass to the Customer until Rentokil has received in cash or cleared funds payments in full of the price of the Goods and in respect of any other payment due to Rentokil by the Customer.

5.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Rentokil's fiduciary agent and bailee and keep the Goods separate from that of the Customer and third parties and properly stored, protected and insured and identified as Rentokil's property but the Customer shall be entitled to use the Goods in the ordinary course of its business.

5.4 Until such time as the property in the Goods passes to the Customer, and provided the Goods are still in existence, Rentokil shall be entitled at any time to require the Customer to deliver up the Goods to Rentokil and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and dismantle and repossess the Goods.

6. LIABILITY - THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE

6.1 Nothing in this Agreement affects the statutory rights of the Customer. Subject thereto all representations, warranties, guarantees and conditions express or implied, statutory or otherwise are expressly excluded and Rentokil does not accept liability for loss, damage, or injury howsoever arising save as specified in this clause below:

(a) personal injury or death which is a direct result of Rentokil's negligence in the course of carrying out the Services; and

(b) physical damage to property which is the direct result of Rentokil's negligence or breach of contract in carrying out the Services up to a limit of £20,000 for any one occurrence or series of occurrences arising from a similar cause; and

(c) replacement or (at Rentokil's option) repair of Goods or components comprised therein which are defective or unsuitable for the purpose due to faulty workmanship, design or materials.

6.2 The Customer shall not be entitled to make any claim against Rentokil or its employees unless it gives Rentokil written notice of the event giving rise to such claim, containing sufficient information for it to be identified and investigated by Rentokil within 28 days of the date on which the Customer becomes or ought reasonably to have become aware of the occurrence of such event.

6.3 Rentokil shall in no circumstances have any liability for any loss of profit, use or business interruption or third party claims or indirect, economic or consequential loss or damage, regardless of whether such loss shall be due to negligence or breach of contract.

6.4 The Customer acknowledges that the charges reflect the level of liability undertaken by Rentokil and that if the exclusions and limitations contained in this clause 6 were to increase the charges may also have to increase.

7. FORCE MAJEURE

If Rentokil is prevented or delayed in the performance of any of its obligations under this Agreement by circumstances beyond its reasonable control, then Rentokil shall be excused the performance or the punctual performance of its Services as the case may be for so long as cause of prevention or delay shall continue.

8. ASSIGNMENT
9. HEALTH AND SAFETY

9.1 The Customer shall ensure that all advice and instructions given by Rentokil to protect the health and safety of persons using the premises during and after the provision of the services are followed.

9.2 The Customer shall advise Rentokil and its employees of any hazards they may encounter whilst working at the Customer's premises.

9.3 The Customer shall provide Rentokil with full details of any item supplied which has become affected or contaminated with dangerous, toxic, adhesive or inflammable substances. Rentokil reserves the right to refuse to provide Services to any such items.

9.4 Any pesticide used by Rentokil in the Services is approved under the Control of Pesticide Regulations 1986 and has been assessed for any hazard under the Control of Substances Hazardous to Health Regulations 1989. Information on the pesticides used at the Customer's premises is available at request.

10. VARIATIONS

No variation, extension, exclusion or cancellation of this Agreement shall be binding (unless terminated in accordance with these terms) unless and until both parties have signed an Contract Variation Form.

11. NOTICES

11.1 Any notice to be given to the Customer under this Agreement shall be in writing and shall be sent by hand or by first class mail to the address appearing on the SA (or such other address as shall be notified in writing for the purpose of this clause).

11.2 Any notice to be given to Rentokil under this Agreement shall be in writing and shall be sent by hand or by first class mail to Customer Service Centre (Rentokil Pest Control) Ebony House, Castlegate Way, Dudley, West Midlands, DY1 4RR or in the case of any legal proceedings to the Company Secretary, 2 City Place, Beehive Ring Road, Gatwick Airport, West Sussex, RH6 0HA.

11.3 Any notice given by mail, shall be deemed to have been given on the second day (excluding Saturdays, Sundays and statutory holidays) after dispatch.

12. SEVERANCE

If any term or provision is this Agreement is or shall become in whole or in part illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall not be affected or impaired thereby.

13. SET OFF

The Customer shall not be entitled to withhold payment of monies due under this Agreement by reason of any claim or counterclaim it may have or alleges to have against Rentokil or otherwise which is not related to the Service.

14. DATA PROTECTION

The Customer agrees that Rentokil may disclose the Customer's details for the following purposes:-

(i) to a credit reference agency in order to obtain a credit reference on the Customer;

(ii) to tracing agents to locate the Customer where the Customer has changed his address without notifying Rentokil and has failed to pay any invoice by the due date; and

(ii) to other companies within the Rentokil Initial group.

15. ENTIRE AGREEMENT

15.1 The Agreement comprises these General Terms and Conditions, the SA, the Work Proposal and any specification provided by Rentokil to the Customer and constitutes the entire agreement between the Customer and Rentokil.

15.2 The Customer shall not be entitled to rely on or seek to rely on any statement, warranty or representation made by or on behalf of Rentokil to the extent that such representation is inconsistent with this Agreement nor any advice or recommendation given by or on behalf of Rentokil as to the supply of the Services unless confirmed in writing by Rentokil.

15.3 This Agreement shall prevail over any inconsistent terms which may appear on the Customer's enquiry, order or other documents received by Rentokil from the Customer or which may be implied by law or trade, custom, practice or a course of dealing between the parties, all of which are hereby expressly excluded. All orders are accepted and executed on the understanding that the Customer is bound by these Conditions.
16. GOVERNING LAW AND JURISDICTION

The Agreement will be governed by and be interpreted according to the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.