



Agreement between **Fletcher Concrete and Infrastructure Limited t/a The Urban Quarry**

AND _____ (the Customer)

Customer Details

Sole Trader Partnership Company Other Re-open

Registered Company Name: _____

Company No: _____

Sole Trader Name: _____

Other: _____

Trading As: _____

Type of Business: _____

Commencement Date of Business (DD/MM/YYYY): _____

Estimated Monthly Purchases: _____

Delivery Address: _____

Postal Address: _____

Business number: _____ Fax Number: _____

Mobile: _____

Email: _____

Sales Contact Name: _____

Accounts Contact: _____

Note: We prefer to email all invoices. If you wish to receive your invoices by post please tick here.

Acceptance of Terms of Trade

On behalf of the Customer, I/we agree to The Urban Quarry's Terms of Trade attached to this Credit Application. Unless otherwise agreed in writing by The Urban Quarry, I/we agree that all Goods and Services provided by The Urban Quarry to the Customer are supplied on The Urban Quarry's Terms of Trade and that the Customer's own terms of trade do not apply.

Director's/Owner's Full Name

Director's/Owner's Full Name

Director's/Owner's Full Name

Signature

Signature

Signature

Date of Birth

Date of Birth

Date of Birth

Date

Date

Date

Trade References

Please submit the names of THREE suppliers (Referees) with whom the Customer currently holds credit accounts (do not include financial institutions, credit card companies, HPs, service stations, phone companies or utility companies). By submitting these names the Customer authorises The Urban Quarry to request and receive information from the Customers' Referees and from any other third party regarding the credit worthiness and business practices of the Customer.

Name of Referee	Company	Telephone	Email

Personal Guarantee

In consideration of The Urban Quarry supplying and continuing to supply Goods and/or Services to the Customer, The guarantor(s) named below (each a **Guarantor**) personally guarantee jointly and severally the due and punctual payment of all amounts outstanding to The Urban Quarry on the terms set out in clause 8 (Guarantee and Indemnity) of the Terms of Trade attached.

Each Guarantor:

- (a) acknowledges receipt of a copy of this Credit Application and Terms of Trade
- (b) agrees that The Urban Quarry may contact a credit reference agency for credit information about him/her
- (c) understands that The Urban Quarry recommends that the Guarantor should obtain legal advice as to the effect of the guarantee and indemnity given by the Guarantor, and the potential liability of the Guarantor pursuant to it and, if the Guarantor does not obtain such advice, s/he waives his/her right to do so
- (d) enters into this guarantee and indemnity entirely at his/her own risk and without reliance on any statement, representation or warranty by The Urban Quarry.

Signed by each Guarantor

Name of Guarantor

Name of Guarantor

Signature of Guarantor

Signature of Guarantor

Address of Guarantor

Address of Guarantor

Date

Date

in the presence of:

in the presence of:

Name of Witness

Name of Witness

Signature of Witness

Signature of Witness

Address of Witness

Address of Witness

Date

Date



Terms of trade

1. These Terms

1.1 The terms and conditions set out below apply to every supply of Goods made by The Urban Quarry to the Customer. By placing an Order with The Urban Quarry the Customer agrees that it is bound by these Terms and that the Customer's own terms and conditions do not apply.

1.2 If the Customer has entered into a separate written supply agreement with The Urban Quarry before entering into these Terms, these Terms shall also apply except to the extent that there is any inconsistency between these Terms and the prior supply agreement, in which case these Terms shall prevail.

1.3 The Urban Quarry may, in its sole discretion, vary these Terms or the Terms of Trade from time to time

2. Definitions

In these Terms unless the context otherwise requires:

Clean Fill has the same definition as set out in Rule 5.5.48 (a) of the Auckland Regional Plan ("ARP") and as described in the cleanfill definition and acceptance criteria set out in the schedule to these Terms.

Clean fill limits means the acceptance limits for Clean Fill tipping set out in the schedule to these Terms and marked "Clean fill limits".

Customer means the person buying the Goods from The Urban Quarry. Where the Customer comprises two or more persons, those persons shall be liable under these Terms jointly and severally.

Contract means the contract between the Urban Quarry and the Customer for the purchase of Goods, consisting of: i) an Order accepted by The Urban Quarry in writing; or ii) a Quote accepted by the Customer in writing; and iii) these Terms.

Credit Account Application means the Urban Quarry Credit Account Application and Credit Agreement to which these Terms are attached.

Date of the Contract means i) where the contract arises from a quotation given by The Urban Quarry, the date of acceptance of the quotation by the Customer; or ii) Where the contract arises from an Order, the date of written acceptance of the Order by The Urban Quarry.

Goods mean the products/goods and/or services being purchased by the Customer from The Urban Quarry.

Order means an order in writing for Goods given to The Urban Quarry by the Customer.

Guarantor means each guarantor named in the Customer's Credit Application.

PPSA means the Personal Property Securities Act 1999.

Quote or "Quotation" means a written offer from The Urban Quarry to the Customer to supply Goods and/or Services for a specified price subject to the terms and conditions of such offer.

Terms means the terms and conditions of the supply set out in this document, including any variation to these Terms

The Urban Quarry means Fletcher Concrete and Infrastructure Ltd t.a The Urban Quarry

3. Quotation

3.1 The customer may request a Quotation from The Urban Quarry setting out the price and quantity of the Goods to be supplied.

3.2 All Quotes are based on the prices in effect at the time of quotation. Any increase in rates or charges shall result in an equivalent increase in the quoted price.

3.3 Quotes do not include GST unless otherwise specified.

3.4 The Urban Quarry reserves the right to implement a surcharge for alterations to specifications of Goods after a Quote has been accepted, or an Order has been placed, by the Customer.

3.5 Quotes are prepared in accordance with information provided by the Customer. The Urban Quarry will not be liable nor will it be bound by the Quote where:

- a) such information is inaccurate or any information is omitted; or
- b) the Customer makes any variations to the Goods quoted for; or
- c) a Quote includes an estimate of quantities and the actual quantity supplied is different from that provided for in the Quote.

3.6 An estimate as to price or quantity is not binding on The Urban Quarry (even if the estimate forms part of a Quote).

3.7 The Urban Quarry may decline, in whole or in part, any Order in its sole discretion.

3.8 A Quote will be valid for 30 days from the date it is provided to the Customer unless otherwise specified on the Quote

3.9 All Goods are sold by weight - cubic conversions are to be used as a guide only

4. Acceptance

4.1 These Terms may be modified or added to by specific terms specified by The Urban Quarry in a Quote or an acceptance of an Order.

4.2 A Customer's acceptance of a Quote constitutes a binding promise to purchase the Goods the subject of the Quote.

5. Payment, Discounts and Rebates

5.1 Time for payment for the Goods shall be of the essence and will be as stated on the relevant Quotation. If no time is stated and the Goods are not charged to a Credit Account, then payment shall be due at the time the order is placed. If payment is not taken prior to delivery of the Goods, payment terms will be as stated on The Urban Quarry invoice or, if no terms are stated in the invoice, as set out in clause 5.5 below.

5.2 Payment for Goods charged to a credit account must be made in accordance with the terms and conditions set out below.

5.3 If the Customer disputes any invoice, or any item charged to its account, it must notify The Urban Quarry promptly, and in any event prior to the last business day of the month in which the invoice is dated, specifying the item disputed and the reason for the dispute. The

Customer must pay the undisputed portion of the invoice or account balance by the due date for payment.

5.4 Where the Customer receives a volume based discount on Goods and the Customer fails to purchase the total volume of such Goods, The Urban Quarry reserves the right to withdraw such discount and charge the Customer for the full price of the Goods without applying the discount.

5.5 Subject to any provision to the contrary in the Contract or, where relevant, an invoice, payment shall be received on or before the 20th of the month following the date of the invoice to the customer, which shall be issued promptly on or after delivery of the goods.

5.6 Late payment shall incur interest at the rate of 10% per annum calculated on a daily basis. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received in full by the Urban Quarry, but without prejudice to the Urban Quarry's other rights or remedies in respect of the Customer's default in failing to make payment on the due date.

5.7 If the Customer is in breach of these Terms, the Customer must indemnify the Urban Quarry against all claims, penalties, costs, expenses, damages and liability including legal fees (as between solicitor and client), debt collection charges and court costs, incurred by The Urban Quarry in connection with the enforcement of these Terms.

5.8 Without prejudice to its other remedies, if at any time the Customer is in breach of any obligation (including those relating to payment), The Urban Quarry may suspend or terminate the supply of Goods to the Customer and any of its other obligations under these Terms. The Urban Quarry will not be liable to the Customer for any loss or damage the Customer suffers because The Urban Quarry exercised its rights under this clause.

5.9 Payments received by The Urban Quarry shall be applied firstly in payment of any interest or costs payable by the Customer under these Terms, and then in reduction of principal amounts owed.

5.10 Payments will be applied firstly to the oldest balance owing by the Customer.

5.11 The Urban Quarry may withhold any credit due to the Customer and apply that credit against any amount owing under the Customer's account.

5.12 In the event that:

- a) any money payable to The Urban Quarry becomes overdue, or in The Urban Quarry's opinion the Customer is, or will become, unable to meet its debts as they fall due; or
- b) the Customer becomes insolvent, convenes a meeting of its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- c) an administrator, receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; or
- d) the Customer ceases, or threatens to cease, carrying on business; or
- e) the Customer breaches any of these Terms and fails to remedy that breach within 7 days of written notice from the Urban Quarry requiring the breach be remedied, then without prejudice to The Urban Quarry's other remedies at law, The Urban Quarry shall be entitled to do all or any of the following things:
 - a) cancel the whole or any part of any Order of the

Customer that remains unperformed;

- b) cancel the Customer's right to hold a credit account;
 - c) terminate any Contract,
- and all amounts owing to The Urban Quarry by the Customer shall, whether or not due for payment, immediately become payable in full.

6. Delivery

6.1 Risk in the Goods shall pass to the Customer upon delivery as set out in this clause 6

6.2 Delivery of Goods shall be deemed to occur when Goods are delivered to the address specified in an Order or Quote or, if no delivery address is specified, when:

- a) the Goods arrive at the address specified by the Customer (whether or not the Customer is present to acknowledge receipt), or
- b) the Customer takes possession of the Goods, whichever occurs first.

6.3 The Urban Quarry may deliver Goods by instalments. If the Customer fails to pay for an instalment on the due date The Urban Quarry may suspend deliveries of future instalments.

6.4 Where The Urban Quarry delivers the Goods, the Customer must:

- a) ensure The Urban Quarry has all-weather access to the site, to enable The Urban Quarry to deliver the Goods safely;
- b) obtain all necessary consents from the relevant local authority and inform The Urban Quarry of all matters relating to such consents;
- c) locate, mark and advise The Urban Quarry of all pipes, cabling and other utilities that are on, or near, or adjacent to the delivery point, and of any actual or possible hazard on the land where Goods are to be delivered; and
- d) indemnify The Urban Quarry against any costs, claims and damages incurred by The Urban Quarry in the delivery of the Goods including any cleaning, repairing of damage to the site or delivery equipment and returning of the delivery vehicle to the road.

6.5 The Customer assumes all liability for damages to footpaths, kerbs, drains or other property for any deliveries beyond the kerb line and is responsible for any salvage charges incurred in returning the vehicle to the roadway. The Customer is responsible for the removal of any mud, clay etc from the delivery truck wheels and for the removal of mud, clay etc tracked or on footpaths, roads etc by the trucks.

6.6 The final decision on entry onto any site will be at The Urban Quarry's discretion. Failure to deliver where The Urban Quarry relies on this clause will not be deemed to be a breach of contract by The Urban Quarry.

6.7 If the Customer collects the Goods from The Urban Quarry, the Customer agrees that it shall comply with The Urban Quarry's rules applicable to health and safety at The Urban Quarry's site, including ensuring that they are inducted to an appropriate induction standard at the site. The Customer shall also assist The Urban Quarry to provide and maintain a safe and healthy workplace where all hazards, unsafe acts and/or conditions are identified and analysed before being controlled by elimination/isolation or minimisation of the risk of harm.

6.8 The Customer must make any claims for short delivery within 48 hours of delivery of Goods by The Urban Quarry, and must state the date of delivery of the Goods and the delivery docket number.

6.9 The despatch docket will set out the specifications of the Goods ordered by the Customer. The Customer shall be responsible for signing the despatch

docket and for checking that such specifications are correct prior to the discharge of the Goods from The Urban Quarry's truck.

6.10 If the Customer refuses all or part of any Order upon delivery at the Customer's site, the Customer shall be bound to make full payment for the Goods, together with all disposal costs in respect of the returned Order (or any part of it).

6.11 The Customer shall pay all freight and cartage charges, and any additional costs or expenses incurred by The Urban Quarry in delivering the Goods to the address requested by the Customer (including charges for waiting time, unloading equipment and labour, or delivery outside of normal business hours).

6.12 Unless otherwise agreed between the parties, The Urban Quarry will supply the Goods during normal working hours. Any costs attributable to The Urban Quarry being required by the Customer to work outside such hours shall be payable by the Customer.

7. Returns and Cancellations

7.1 The Urban Quarry is under no obligation to accept the cancellation of any Contract or the return of Goods, unless agreed to in writing by The Urban Quarry. A failure or refusal to sign a despatch docket shall not be evidence of rejection of any Goods or cancellation of any Contract.

7.2 Provided:

- a) the Goods are in their original condition and packaging as supplied; and
- b) the Goods have not been used; and
- c) The Customer pays any charges due for the delivery of the Goods, plus a handling charge; and
- d) if The Urban Quarry collects the Goods from the Customer, the Customer pays The Urban Quarry's charges for doing so,

then The Urban Quarry may (at its discretion) agree in writing for Customer to return some of the Goods for credit by quoting the date of delivery and the relevant despatch docket numbers or invoice number.

7.3 Goods which are damaged before delivery to the Customer may be returned to The Urban Quarry, at The Urban Quarry's cost, for replacement or credit by quoting the date of delivery and the despatch docket numbers or invoice number provided that:

- a) the Customer notifies The Urban Quarry in writing of the damage, and requests The Urban Quarry to uplift the Goods, within 48 hours of delivery of the Goods, and
- b) the Goods are in their original condition and packaging as supplied.
- c) the Goods have not been used.

8. Guarantee and Indemnity

8.1 Each Guarantor jointly and severally unconditionally guarantees to The Urban Quarry the due and punctual payment by the Customer of all outstanding monies owed by the Customer to The Urban Quarry (**guaranteed monies**), and agrees to keep The Urban Quarry fully indemnified against all damages, losses, costs and expenses arising from any failure of the Customer to pay the guaranteed monies or comply with any other provision of these Terms.

8.2 As between each Guarantor and The Urban Quarry the liability of the Guarantor shall be deemed to be that of principal debtor. This guarantee is in addition to and not in substitution for any other security or right which The Urban Quarry may have in respect to the Customer's indebtedness and may be enforced against any Guarantor without first having

recourse to any such securities or rights and without taking steps or proceedings against the Customer or any other Guarantor.

8.3 The liability of a Guarantor shall not be affected by the granting of time, credit or any indulgence or other concession to the Customer or to any person giving any similar guarantee.

8.4 The guarantee and indemnity in this clause 8 is an irrevocable and continuing guarantee and indemnity and shall remain in full force until all obligations under the Customers' credit account have been fully paid, satisfied or performed.

8.5 The Guarantor(s) also acknowledge(s), agree(s) & authorise(s) the Urban Quarry to lodge a caveat against any property or land owned by the Guarantor(s) (whether owned alone or jointly or as trustees now or in the future).

9. Use of Account and Account Closure

9.1 The Urban Quarry shall determine the credit limit and credit term for the Customer's account. The Customer is responsible for ensuring it is aware of its credit limit and credit term. The Customer shall not at any time allow the balance of its account to exceed the prescribed credit limit.

9.2 The Customer shall be liable for all indebtedness arising from any use of the Customer's account by any person whether or not that person is an employee, agent or representative of the Customer.

9.3 The Customer may close its account at any time by giving written notice to that effect to The Urban Quarry, and paying off any outstanding account balance

9.4 The Urban Quarry may close the account by giving notice to the Customer (specifying the date on which the account will be closed).

9.5 The Customer must pay any outstanding account balance by the 20th of the month following the date of closure of the Account (unless the Customer is in default of these Terms, in which case the outstanding account balance is payable immediately).

10. PPSA

10.1 For the purposes of the PPSA, each Contract constitutes a security interest in the Goods supplied by The Urban Quarry to the Customer as security for payment by the Customer of all amounts due under all Contracts, including any future Contracts.

10.2 The Customer also agrees to grant to The Urban Quarry a security interest in all of the Customer's present and after acquired personal property including a fixed charge over all the Customer's real property, wherever situated as security for the due payment of all amounts owing by the Customer to the Urban Quarry and/or any related company (as defined in the Companies Act 1993).

10.3 The Customer agrees to promptly execute and deliver to The Urban Quarry all assignments, transfers and other agreements and documents and do anything else which The Urban Quarry may deem appropriate to perfect The Urban Quarry's security interest over the Customer, or obtain the priority required by The Urban Quarry or register (and renew registration of) a financing statement for a security interest in favour of The Urban Quarry.

10.4 To the extent that Part 9 of the PPSA applies, the Customer agrees that the provisions of sections 114(1)(a), 120, 122, 133 and 134 of the PPSA (which provisions are either for the Customer's benefit, or place obligations on The Urban Quarry in the Customer's favour) will not apply; and where The Urban Quarry has rights in addition

to those in Part 9 of the PPSA, those rights will continue to apply.

10.5 To the extent that Part 9 of the PPSA applies, without limiting anything in the previous paragraph, the Customer hereby waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA, and its rights to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by The Urban Quarry.

10.6 The Customer agrees to treat the security interest in the Goods as a continuing and subsisting security with priority over a registered general security interest and any unsecured creditors, regardless of whether the Goods have become fixtures at any time before payment has been made for them.

10.7 The Customer agrees that if the Customer is in breach of any of its obligations under these Terms):

(a) the Customer will, upon receiving a written request from The Urban Quarry and at its own cost and expense, promptly deliver all or any of the Goods to The Urban Quarry at such place as The Urban Quarry directs;

(b) The Urban Quarry may (and the Customer grants The Urban Quarry a licence to), at any time without giving notice either itself or through an authorised agent, enter into any place where the Goods are located and remove the Goods if the Customer fails to deliver the Goods as required under this clause;

(c) The Urban Quarry may sell all or any of the Goods without giving prior notice of the sale to the Customer (and to that end, nothing in s114(1)(a) of the PPSA shall apply to these Terms); and

(d) if The Urban Quarry proposes, pursuant to s120 of the PPSA, to take all or any of the Goods in satisfaction of the Customer's obligations, the Customer waives its right to require The Urban Quarry to sell the Goods and agrees that notwithstanding s120(1) of the PPSA, the Customer shall remain liable to The Urban Quarry for the difference between the market value of the Goods at the time they are first able to be sold by The Urban Quarry free from all rights and interests of the Customer and other persons pursuant to s123(1) of the PPSA, and the total amount owed to The Urban Quarry by the Customer.

11. Governing law

11.1 Each Contract, including these Terms, is governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand Courts in respect of all disputes and other matters arising out of a Contract or these Terms.

12. Dispute resolution

12.1 The parties will endeavour to resolve any dispute between them without the need for Court proceedings. Any such attempt is without legal prejudice.

12.2 If a dispute arises that cannot be resolved by the parties under clause 12.1 within 15 days of one party first notifying the other that a dispute has arisen, either party may serve a further written notice on the other party stating the subject matter and details of the dispute, and requiring the senior management of both parties to meet within ten (10) working days to attempt in good faith to resolve the dispute.

12.3 If the senior management fail to resolve the dispute within twenty (20) working days of written notice of the dispute under clause 12.2, either party may take such legal action, including the commencement of legal proceedings, as deemed appropriate or necessary to resolve or determine the dispute.

13. Reservation of title

13.1 Ownership and title of the Goods remains with The Urban Quarry until the purchase price and all other monies owing by the Customer, under the relevant Contract(s) have been paid in full.

14. Warranty

14.1 The Urban Quarry expressly excludes all statutory, express or implied warranties in respect of the Goods including, without limitation, the implied warranties of merchantability and fitness for any particular purpose of the Goods (to the extent permitted by law).

14.2 Colour and texture variations may occur in Goods and from samples due to:

(a) The use of natural materials in the manufacturing process;

(b) Normal manufacturing tolerances and processes; and

(c) Weather.

14.3 The Customer agrees that such variations do not constitute a defect in the Goods and The Urban Quarry shall not be liable for any loss or damage suffered by the Customer as a result of such variations.

15. Liability

15.1 The liability of The Urban Quarry in respect of all claims for loss, damage or injury arising from the supply of the Goods, or the breach of any of The Urban Quarry's obligations under these Terms, or from any act or omission of The Urban Quarry is limited, in each case, to:

(a) Replacement or repair of the affected Goods or re-performance of the affected Services; or

(b) an amount equal to the lesser of:

(i) the actual cost of replacing or repairing the affected Goods or Services; and

(ii) the price of the affected Goods or Services.

15.2 The Urban Quarry shall not be liable for any indirect loss or damage, loss of profits or savings, or for any indirect or consequential loss or damage, however caused, arising out of, or in connection with, the supply of Goods by The Urban Quarry or a breach by The Urban Quarry of these Terms.

15.3 No claim or action arising out of the supply of Goods by The Urban Quarry, regardless of form, may be brought more than six months after the Customer becomes aware, or reasonably ought to have become aware, of the circumstances giving rise to the claim or action.

16. Privacy Act 2020

16.1 The Customer authorises The Urban Quarry to collect such personal information of the Customer for the purpose of credit assessment and debt collection in relation to the Customer and/or to provide information relating to the Customer to credit reference agencies, referees and other bodies as The Urban Quarry considers reasonable and necessary for the purposes of credit assessment and debt collection in relation to the Customer's account.

16.2 Any personal information may be held by The Urban Quarry for as long as the Customer continues as a Customer of The Urban Quarry or owes money to The Urban Quarry.

16.3 The Customer has the right to access and correct any personal information held by The Urban Quarry.

16.4 The Customer is obliged to update the Customer's contact details if such details change.

17. Intellectual Property

17.1 All intellectual property rights in the Goods or arising out of the performance of the Services are and shall remain the property of The Urban Quarry.

17.2 The Customer warrants that to the best of its knowledge after making reasonable inquiries any design or drawing provided by it does not infringe any intellectual property rights of any other person.

18. Force Majeure

18.1 No claim or liability will arise against The Urban Quarry under these Terms or any Contract, if and to the extent that The Urban Quarry's failure to comply with any provisions of these Terms or any Contract arises by reason of any event outside the reasonable control of The Urban Quarry.

19. Consumer Guarantees Act 1993, etc

19.1 Where the Goods or Services are being acquired for the purposes of a business, the parties agree that the provisions of the Consumer Guarantees Act 1993 (**Act**) do not apply to their provision and:

- a) The Urban Quarry and the Customer are, and the Goods and the Services are supplied and acquired, in trade; and
- b) The Urban Quarry and the Customer agree to contract out of the provisions of the Act; and
- c) it is fair and reasonable that the parties are bound by this clause 19.1.

19.2 Where the supply of Goods is to a Customer who is a supplier (as defined in the Consumer Guarantees Act) the Customer covenants with The Urban Quarry that it will not make or allow to be made in respect of the Goods supplied any statements or representations as to quality or description other than those made by The Urban Quarry. The Customer hereby indemnifies and will keep indemnified The Urban Quarry against any claims, losses, damages and costs which may be made against, or suffered by, The Urban Quarry in respect of statements or representations which are made contrary to the provisions of this clause.

20. Clean Fill

20.1 All material presented to The Urban Quarry for disposal must be Clean Fill and must comply with the Clean Fill Limits.

20.2 Prior to disposal of material at The Urban Quarry, the customer must complete a Clean Fill waste acceptance declaration form in the form set out in the schedule to these Terms.

20.3 The Urban Quarry reserves the right to reject any material presented for disposal.

20.4 Material presented for disposal that does not comply with the Clean Fill Limits will be rejected by The Urban Quarry.

20.5 Customer shall indemnify The Urban Quarry against all loss, damage and expense suffered by the Urban Quarry and associated with disposal of material and making good any property /premises operated by or on behalf of The Urban Quarry as a result of material disposed of that does not comply with the Clean Fill Limits.

20.6 The Customer must ensure that all information provided to The Urban Quarry is correct and accurate and will indemnify The Urban Quarry against any loss, damage cost or expense suffered by The Urban Quarry as a result of a breach of this clause, including (without limitation) costs of removal or disposal of material, or cleaning of vehicles or other equipment.

21. Other

21.1 The Urban Quarry's failure or delay to exercise or enforce any right it has under these Terms shall not operate as a waiver of The Urban Quarry's right to exercise or enforce such right, or any other right in the future.

21.2 Should any part of these Terms be unenforceable that part shall be severed and the remainder of these Terms shall remain binding.

21.3 The Customer shall execute all documents and do all acts and things as may reasonably be required by The Urban Quarry to carry into effect the matters contemplated by these Terms

21.4 The Urban Quarry may at any time on notice to Customer assign or transfer any of its rights and obligations under these Terms or any Contract (including the right to receive payment) to any other person. The Customer may not assign or transfer any of its rights or obligations in respect of any Contract or these Terms, without the prior consent in writing of The Urban Quarry.

Customer Signature:

Date:

SCHEDULE

(Clean Fill)

Cleanfill Waste Acceptance Declaration Form

Contractor Name _____

Date: _____

Type of waste: _____

Is waste listed acceptable as per The Urban Quarry Clean Fill Definition Yes

No

Origin of waste: _____

Site Address: _____

Volume of waste: _____

Tests Results Available? Yes No

Any noticeable characteristics of the waste (smell, colour, consistency, etc)? Yes

No

If yes, please specify:

Has the waste been rejected at a Landfill / Managed Fill or other facility? Yes

No

Is further testing required to prove acceptability? Yes No

Contractor sign off:

Name: _____

Date: _____

Signature: _____

The Urban Quarry Staff Only -

Load inspected Yes No Accepted Rejected

Cleanfill Waste Acceptance Declaration

CLEANFILL DEFINITION AND ACCEPTANCE CRITERIA

Clean fill is defined in Rule 5.5.48(a) of the ARP: ALW by reference to the MfE document *A Guide to*

the Management of Clean fills, 2002 as:

"...material that when buried will have no adverse effect on people or the environment; and includes

virgin materials such as clay, soil and rock, and other inert materials such as concrete or brick that

are free of:

- Combustible, putrescible, degradable or leachable components*
- Hazardous substances*
- Products or materials derived from hazardous waste treatment, hazardous waste stabilization or*
- Hazardous waste disposal practices*
- Materials that may present a risk to human health*
- Liquid waste*

Materials imported onto the site **must not** be from a known contaminated or high risk site – see examples below:

- Soil from a petrol station.
- Soil from a known contaminated site.
- Materials that may contain harmful Coal Tars
- Soil from a timber treatment plant
- Materials classified as contaminated
- Soils and materials from industrial farming operations.

Note: Contractors delivering material that does not meet the criteria outlined below will be liable for any remediation / disposal costs which are borne by The Urban Quarry. All information supplied to the Urban Quarry must be true and correct.

Acceptance Limits for Clean Fill

CONTAMINANT	MG/KG
Arsenic	12
Cadmium	0.65
Chromium	125
Copper	90
Lead	65
Nickel	320
Zinc	1160
DDT, DDD, DDE	ND
Dieldrin	ND
Napthalene	ND
Bezo (a) pyrene	ND
Benzene	ND
Toluene	ND
Ethyl-Benzene	ND
Xylenes	ND
TPH C7 - C9	ND
TPH C10 - C14	ND
TPH C15 - C36	ND