

## JCB Waste Contract Key Provisions – 07.03.19

Clause	Contract requirements
2.4	The supplier will perform the Services in accordance with the appropriate Environmental Laws
4.1.1	The supplier shall perform the services in a proper, diligent and efficient manner using reasonable skill and care and in accordance with Good Industry Practice
4.1.3	Comply with all procedures and policies of JCB and the JCB Group Companies
4.1.4	Become 14001 approved (completed)
4.4	The supplier shall permit and ensure access for JCB, or its representatives or agents without notice at all reasonable times to access any premises occupied or controlled by the Supplier
4.5	The supplier shall attend progress review meetings upon JCB's request
4.6	If at any time the supplier fails to provide the service or meet required standards JCB may immediately require the supplier to remedy such failure within such time as may be reasonably specified
5.1	The Supplier shall supply sufficient trained, competent and honest staff with the necessary skills and experience
5.4	JCB shall be entitled, acting reasonably, to require the supplier by notice in writing to remove or procure the removal of any member of staff
5.5.4	Staff shall comply with all reasonable directions of JCB
5.5.5	The staff are appropriately managed and supervised at all times
6.1	JCB shall make available to the supplier the Equipment. The equipment (other than that owned by hirers or lessors) shall remain the sole property of JCB
7.4	JCB shall be entitled by giving written notice of the appropriate length to terminate the agreement
8.2	The supplier shall indemnify and keep JCB and each of the JCB Group Companies fully indemnified on demand against and in respect of all and claims or proceedings caused by the supplier
8.3	If the supplier becomes aware of any matter which may cause any contamination or any breach of any environmental laws by the Supplier then the Supplier shall immediately notify JCB
9.2.7	The Supplier...will take all actions necessary to prevent, promptly counter and deal with any accident, spills, Contamination or potential threat to health which may occur during provision of the services
12.1	This Agreement shall not be assignable or otherwise transferable by either JCB or the Supplier without the prior written consent of the other
14.1.2	Professional Indemnity Insurance of minimum £5,000,000 provided for

**SCHEDULE FIVE**  
**JCB GROUP COMPANIES, DIVISIONS AND PREMISES**

<b>JCB Group Companies/Divisions</b>	<b>Premises</b>
J C Bamford Excavators Limited	Loadall, Backhoe and HBU business divisions at Lakeside Works, Rocester, Staffs, ST14 5JP Garage and Wooton EstatesWorld Logistics
JCB Heavy Products Limited	Waterloo Farm, Beamhurst, Uttoxeter, Staffs, ST14 7FL
JCB Service	World Parts Centre, Waterloo Park, Beamhurst, Uttoxeter, Staffs, ST14 7BS
JCB Cab Systems Limited	Riverside, Power Station Road, Rugeley, Staffs WS15 2WA
JCB Attachments (a division of JCB Service)	Waterloo Park, Uttoxeter, Staffs, ST14 7BS
JCB Power Systems Limited	1000 Park Avenue, Dove Valley Park, Foston, Derby DE65 5BX
JCB Compact Products Limited	Harewood Estate, Leek Road, Cheadle, Stoke on Trent, Staffs ST10 2JU
JCB Compact Products Limited	Cecily Mills Operations, Oakamoor Road, Cheadle, Stoke on Trent, ST10 4QT
JCB Earthmovers Limited	Harewood Estate, Leek Road, Cheadle, Stoke on Trent ST10 2JU (incorporating JCB Landpower)
JCB Transmissions (scrap only)	Wrexham Industrial Estate, Abenbury Road, Wrexham, Clwyd LL13 9UF