

**MULTIPLE SHIPMENTS PERTAINING TO ONE NOTIFICATION
(GENERAL NOTIFICATION PROCEDURE)**

Addressed to - The Environment Agency (“the Agency”) whose principal office is at Horizon House, Deanery Road, Bristol BS1 5AH and whose address for service is Richard Fairclough House, Knutsford Road, Warrington, WA4 1AR.

Titled - Council Regulation (EC) No. 1013/2006 (“the EC Regulation”)
The Transfrontier Shipment of Waste Regulations 2007 No. 1711
(together “the Regulations”)

TFS Notification Number [.....] (“the Notification”)

Financial Guarantee Reference Number []

1. We, _____, (“the Guarantor”) refer to the duties placed on our client, [Name of Client], (“the Client”) as notifier/consignee* in respect of the Notification under the terms of Article 6 of the EC Regulation to provide a financial guarantee or equivalent insurance covering the costs of transport, costs of recovery or disposal including any necessary interim operation and costs of storage for 90 days. [This Guarantee covers the movement of a maximum of [insert number] shipments in transit or in storage awaiting disposal/recovery* at any one time].
2. In order to cover obligations under the Notification and the Regulations, the Guarantor hereby unconditionally and irrevocably undertakes to pay forthwith and without any deduction to a competent authority in relation to the Notification (“a Competent Authority”) on receipt of a written demand (and notwithstanding any objections by or instructions to the contrary from the Client) the sum (or sums) so demanded up to a maximum amount of [£.....] Sterling, whether demanded in a single sum or by more than one demand made.
3. Any demand under this guarantee must be received by the Guarantor at the above address signed by an authorised officer of a Competent Authority and must incorporate a declaration as follows:-

“We certify that the sum demanded is due by reason of the [notifier] and/or [consignee] having failed to fulfil their obligations under the Notification and/or the Regulations”.
4. For the purposes of this guarantee, a written demand shall be conclusive evidence that the [notifier] and/or [consignee] has/have failed to fulfil their obligations under the Notification and/or the Regulations and that they are indebted to a Competent Authority for the sum demanded.

5. This guarantee will expire on the earlier of the following:-
- a) payment of the aggregate amount of this guarantee; or
 - b) receipt by the Guarantor of written confirmation from the Agency that the Guarantor is released from all liability under this guarantee; or
 - c) the Guarantor giving [90] days notice in writing of termination to the Agency at their address for service which shall become effective on the day falling [90] days following the date of such notice (the "Termination Date") provided that, as at the Termination Date, there are not in transit consignments of waste to which this guarantee applies and all certificates of [disposal/recovery] in respect of all consignments of waste covered by this guarantee have been received by the Relevant Competent Authorities. In the event that prior to the Termination Date there are consignments of waste in transit and/or all certificates of [disposal/recovery] have not been received at the Termination Date, this guarantee shall continue until all certificates of [disposal/recovery] in respect of all consignments of waste shipped prior to the Termination Date covered by this guarantee have been received by the Relevant Competent Authorities; or
 - d) [three] years from the date of authorisation as shown in Block 20 of the Notification

and any demand hereunder must be received by the Guarantor before the expiry of this guarantee, when this guarantee will become of no effect whatsoever whether or not it is returned to the Guarantor.

6. The benefit of this guarantee shall not be assignable or transferable by the Environment Agency.
7. This guarantee shall be subject to and construed in accordance with English law, and subject to the jurisdiction of the courts of England and Wales..

IN WITNESS of which this guarantee has been duly executed and delivered as a Deed on [.....] day of [.....]

THE COMMON SEAL of []
GUARANTOR was hereunto
affixed in the presence of :

[or as particular Guarantor prefers to use e.g. under hand or by
Power of Attorney]

[In the case of companies, to be executed in accordance with the provisions of ss44 and 45 of the Companies Act 2006]