

1. About us

1.1. be'ah details. Oman Environmental Services Holding Company SAOC (CR number 1022384) (**be'ah, we and us**), is the company entrusted with the management and operation of the waste sector in the Sultanate of Oman under Royal Decree (46/2009) and our registered office is at PO Box 1188, Postal Code 130, Bousher, Muscat. We operate the website www.beah.om.

1.2. Contracting us. To contact us telephone our customer service team at [1881] or email [iw@beah.om].

2. Our terms

2.1. Our terms. These are the terms and conditions (**Terms**) which state your responsibilities to be'ah as a Transporter of industrial waste (Transporter) generated by a Waste Generator (**Waste Generator** or **WG**) registered with be'ah. The WG, as well as the Transporter, are ultimately released of any responsibilities relating to the waste only when the waste has arrived at the designated facility, all conditions are met and all fees related to the treatment have been paid to be'ah.

2.2. Language. These Terms and the Contract are made only in the English language.

2.3. Your copy. You should print a copy of these Terms or save them to your computer for future reference.

3. Obligations of the Transporter

3.1. The Transporter must have all the required licenses and approvals for transporting hazardous waste, including, but not limited to the licenses and approvals from the Public Authority for Civil Defence and Ambulance, Environmental Authority, and Naql.

3.2. The cost of transportation must be settled by the WG, be'ah will not be liable for any transportation cost unless the transportation is specifically requested by be'ah.

3.3. The Transporter must present his journey plan details along with the right UN number, shipping name, pictogram(s), and any other relevant details. This must be emailed in advance to IW@beah.om.

3.4. The packaging must be in accordance with Oman environmental regulations, and as a minimum all hazardous waste must be packed in UN approved containers unless agreed by be'ah.

3.5. In the event of any non-conformances observed or wrong information provided on the HAZCHEM plate, the Transporter will be notified and warned.

3.6. The Transporter shall indemnify be'ah against any damage to be'ah's facility, its infrastructure, and utilities caused by the fault of the Transporter personnel.

- 3.7. The Transporter must re-register or renew registrations on a yearly basis providing all renewed documentations.
 - 3.8. The Transporter must provide their drivers with Hazardous Goods & Dangerous Cargo driver training (HGDC).
 - 3.9. The Transporter must ensure that the drivers carry their HGDC valid license with them all the time when transporting hazardous waste. No person shall drive a vehicle transporting hazardous waste unless they hold a valid license and be'ah personnel has the right to request seeing their license at any given time during the transport of hazardous waste to be'ah's facilities.
 - 3.10. The Transporter must ensure that the driver is carrying the correct manifest(s) during the journey.
 - 3.11. The Transporter is responsible for renewing its employees' HGDC licenses.
 - 3.12. The Transporter must ensure that the packaging is in accordance with the rules and regulations, and as a minimum, all hazardous waste must be packed in UN approved containers unless agreed by be'ah.
 - 3.13. The Transporter must ensure that the manifest number is clearly visible on all packaging and containers.
 - 3.14. The Transporter must ensure that the correct label is clearly visible on packaged waste.
 - 3.15. The Transporter must ensure that the correct HAZCHEM is clearly visible on the vehicle.
 - 3.16. The Transporter must take all the necessary measures not to subject the staff, surroundings, environment, etc. to any of the risks associated with the handling of the waste.
 - 3.17. The Transporter must ensure that each batch of waste has only one manifest.
 - 3.18. The Transporter must ensure that 3 copies of the manifest document are printed (1 copy for the WG, 1 for the HWT & 1 for the treatment facility).
 - 3.19. The Transporter must comply with the traffic rules within be'ah facilities - in case of non-compliance, the driver will be warned and the company will be notified, and any reoccurrence of misconduct will result in delisting the HWT company from the list of approved HW transportation companies.
4. **Communications between us**
 - 4.1. When we refer to "in writing" in these Terms, this includes email.
 - 4.2. Any notice or other communication is given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.
 5. **General**

5.1. Assignment and transfer.

5.1.1. We may assign or transfer our rights and obligations under the Terms to another entity.

5.1.2. You may only assign or transfer your rights or your obligations under the Terms to another person if we agree in writing.

5.2. Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

5.3. Governing law and jurisdiction. These Terms are governed by Oman law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the Omani courts.


Version and Change Record

Date	Author	Reference	Version	Change Reference
6/11/2019	Salma Al Busaidi		1	

Reviewers

Name	Position
Abdulkareem Al Balushi	Sector Head – Industrial Waste
Thomas Ritz Nissen	Project Manager - Industrial Waste
Omran Al Zadjali	Operations Manager – Industrial Hazardous Waste

Approved By

Name	Position
Abdulkareem Al Balushi	Sector Head – Industrial Waste
Signature:	Date:
	20/12/2021

