

1.0 Definitions

1.1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1.1 Definitions:

Additional Services means any goods or services provided by us that are Standard Additional Services and/or any other services which may include (without limitation) obtaining public highway permits, provision of recycle stations, bespoke branding, enhanced locking mechanisms.

Agreed Location means as set out in clause 6.4.

Assumed Weight means the average weight of collections for the relevant Receptacle as determined by us from time to time.

Conditions means these terms and conditions as amended from time to time in accordance with clause 14.

Contract means the contract between us and you for the supply of the services in accordance with these Conditions.

Contract Start Date means the date when you sign the Front sheet.

Charge Per Lift means, if relevant, the amount per lift (or collection) of Waste set out on the Front Sheet, as increased from time to time pursuant to Clause 11.

Charge Per Tonne means, if relevant, the amount per tonne of Waste collected in any lift set out on the Front Sheet, as increased from time to time pursuant to Clause 11.

Data Protection Legislation means (i) unless and until GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

"EPA Charge" means the environmental permit administration charge levied by us from time to time in accordance with this Contract.

Equipment means any equipment or machinery provided by us as part of any Standard Additional Services including without limitation hand dryers, waste handling equipment, bins and containers

Front Sheet means the front sheet(s) to this Contract entitled either "Waste Management Agreement-Additional Services" and pre-printed with our branding

Hazardous Waste means Waste defined as Hazardous in the revised Waste Framework Directive (2008/98/EC) and as listed as being a Hazardous Waste in the European Waste Catalogue (Commission Decision 2000/532/EC as amended and Commission Decision 2001/118/EC.)

Initial Period means 1 year from the Service Commencement Date unless we agree otherwise with you in writing.

Key Contact means the person named on the Front Sheet or such other person as you have notified to us.

Pre-Treatment Declaration has the meaning described in clause 13.2.

Receptacles means the Receptacles listed on the Front Sheet.

Services means any services we provide to you under this Contract including for the avoidance of the doubt any Additional Services.

Service Commencement Data means the Earlier of: (a) first date on which we lift the Receptacles at the Site; (b) the first date we commence provision of the Services.

Sites means your sites to which we are to deliver Receptacle(s) and which we will perform the Services as set out on the Front Sheet.

Standard Additional Services means any of those specific Additional Services the specification for which is set out on the Front Sheet or in any schedule to these Conditions (that we have compiled) and that you have indicated you wish us to perform by either signing the Front Sheet or agreeing with us in writing that you require such Additional Services during the term of this Contract.

Transfer Note means each controlled waste description and transfer note completed by you and us pursuant to the provisions of the Environmental Protection Act 1990 and regulations made under that Act which relates to the Waste Covered by this Contract.

Waiting Time means a sum equal to £55 (fifty-five pounds sterling) for the first hour part thereof and £70 (Seventy pounds sterling) for each subsequent hour or part thereof.

Waste means the waste further particulars of which are set out in any current Transfer Note.

1.2. Where we include a schedule to these Conditions in which we have set out details of and Standard Additional Services we are to provide under the Contract the schedule forms part of the Contract and shall have effect as if set out in these in accordance with Clause 6.6 is not available. Conditions. Any reference to the contract Schedule and these Conditions the Schedule shall take precedence.

2.0 Contracts relating to Skips and/or Bags

2.1 Contracts relating to Skips and/or Bag service

2.2 The first time you enter into a Contract with us which relates to either skips and/or Bags. Such costs may include without limitation wasted journey costs and or bags, it shall act as an umbrella agreement

under which you can subsequently order further skips and/or bags. Any request for replacement for skips and/or bags shall be on a new Contract on the same terms and conditions as this Contract including the payment of an EPA charge and an obligation on you to complete an additional transfer note before we have any obligation to deliver and/or collect a replacement skip and/or bags.

3.0 Performance of Service

3.1 Our Contract with you begins on the Contract Start Date. Our obligation to perform the Services begins on the Service Commencement Date.

3.2 We may at our sole discretion perform the Services ourselves or through a nominated service provider.

4.0 Delivery of Receptacle(s)

4.1 The Receptacle(s) shall be delivered to the Site(s) at a time convenient to us in the quantity specified on the Front Sheet. We will try to ensure Receptacles are delivered on or around the estimated deliver date. The Receptacles shall be deemed to be in good working order and condition and fit for your purposes (as have been communicated to us) except:

4.1.1 For defects not discoverable by a reasonable examination; or

4.1.2 To the extent that you have notified us to the contrary within three days of delivery of Receptacles to the Site(s).

5.0 Ownership and Responsibility

5.1 All Receptacles belong to us even once delivered to you and title to them never passes to you.

5.2 From the date on which we deliver the Receptacle(s) to you, you are responsible for them, as set out in more detail in this Contract.

6.0 Your Obligations

Taking Care of the Receptacle

6.1 You must take care of all Receptacle(s) left with you and you are responsible for any damage done to it (unless and to the extent caused by one of our representatives).

6.2 If a Receptacle is damaged (other than by one of our representatives), then we may charge you for the cost of repair or (new for old) replacement (at our option).

6.3 You must at all times have insurance policies which fully cover damage to and loss of Receptacles.

Location of the Receptacle(s)

6.4 When we first deliver the Receptacle(s) we will place it in a safe location ("Agreed location"). You will ensure that the Receptacle(s) are kept in that location at all times. If the Receptacle is not in the agreed location when we come to collect/empty it, then we have no obligation to collect/empty it and we may charge you as if we had collected/emptied it. Our representative may try to contact your Key Contact to establish if the Receptacle can be collected/emptied at that time (if that is possible and practicable in the circumstances) or an alternative time at an additional cost as notified by us to you.

Access Rights

6.5 You must ensure that we have all rights of access we require to comply/collect the Receptacles.

6.6 You must provide suitable access to all Sites, a suitable area for siting the Receptacles, which shall not be on the public highway unless otherwise agreed and the relevant Receptacle is a bag or skip. In addition, there should be suitable facilities for turning any of our/supplier(s) vehicles around.

6.7 The driver of our vehicle may in his absolute discretion refuse delivery of Receptacle(s) and/or to perform Services if he/she believes that access to the Site or turning facilities are unsafe or likely to cause damage to the vehicle or if there is any reason to believe that the proposed area for siting the Receptacle is unsuitable.

6.8 You are responsible for the safety of all persons (including our employees and agents) whilst on or about the Site(s).

6.9 You agree that we may collect the Receptacles at the end of the Contract.

7.0 Exclusivity

7.1 You agree that while this Contract is ongoing you may not obtain services the same as the Service and/or substantially similar to the Services from any third party.

8.0 Waste and What you can put in the Receptacle(s)

8.1 You may not place or cause to be placed in the Receptacle(s) any material other than Waste described in the current transfer Note. In particular, but with limitation, you must not put any Hazardous Waste in the Receptacle(s) nor any waste which may in any way contaminate the Waste. You are responsible for all the waste placed in a Receptacle whether or not it was you who placed it there.

8.2 Our representative sent to collect/empty Receptacles can inspect the Receptacle to check there is no non permitted waste in it and that it has not been filled so that the waste is higher than the sides of the Receptacle and the Receptacle is not heavier than the weight which the collection vehicle is able to

collect.

8.3 If our representative decides that either the Receptacle contains non permitted waste and/or that the Receptacle is too full, or Clause 6.7 applies or suitable access in accordance with Clause 6.6 is not available

8.4 We have no obligation to collect/empty the Receptacle;

8.4.1 Where the Receptacle has not yet been collected/emptied, our representative may try to contact your Key Contact to give you the opportunity to remove the offending items from the Receptacle (if that is possible and practicable in the circumstances);

8.4.2 We may contact you to discuss how to resolve the problem;

8.4.3 We can charge you as if we had collected/emptied the Receptacle and for all costs incurred by us arising out of or in connection with the problem and our/its resolution. Such costs may include without limitation wasted journey costs Waiting Time;

8.4.4 We can terminate this Contract and any other contract we have with you in whole or in part as set out in Clause 16.

8.5 We have no obligation to collect Waste in bags unless it is in bags provided by us, is fully submerged within the bag, the bag is knotted and our representatives are able to lift the bag safely and without concern that it may split, and we have no obligation to collect bulky items in bags even if supplied by us.

8.6 Without prejudice to the generality of the provisions of this Clause 8, we will be entitled to refuse the deal with any material;

8.6.1 Which we have reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous; or;

8.6.2 The handling of which may cause us to incur civil or criminal liability; or

8.6.3 Which we have reason to believe is or may be a Hazardous Waste; or

8.6.4 The disposal of which might involve us in additional expense or an unreasonable amount of extra work.

9.0 Name Plates

9.1 You shall not remove, deface or conceal any name plate or mark indicating that the Receptacle(s) is our property and we shall at all reasonable times have access to inspect or repair such name plates or marks and pass on any charges for making right the Name Plates or markings.

10.0 Disposal

10.1 We will use all reasonable efforts to satisfy you that any disposal site at which your Waste is disposed of is operated in accordance with statutory requirements. Which such disposal site is not operated by us, we accept no liability whatsoever for any third party's failure to operate it in accordance with statutory requirements.

11.0 Price & Payment

Price

11.1 Subject to Clause 11.2, the price payable for our Services is as set out on the Front sheet and our right to charge commences on the Services Commencement Date. We may increase this price to reflect our increased costs. We may also increase this price if you cancel any part of the Services to reflect our increased costs. We may also increase this price if you cancel any part of the Services to reflect withdrawal of any multiple service price benefit you had previously been entitled or enjoyed. We shall try to give you not less than one calendar months' notice of any variation of prices but notwithstanding this you shall be liable to pay any increase from the date specified in the notice.

11.2 We reserve the right to amend the price at any time if it has been calculated incorrectly by us.

11.3 Where the price for the Services is based on a Charge Per Lift (only), this is based on an Assumed Weight and we may revise the Assumed Weight (and consequently and proportionately the Charge Per Lift) and charge you for any resultant haulage charges and for any additional costs of disposing of the additional tonnage of waste at any time if we reasonably believe that the actual weight for any collection is less than or greater than the Assumed Weight. Where any call-off Service is performed on the same day a rapid charge will be levied.

EPA Charge

11.4 We may charge you the EPA Charge on an annual basis in addition to the price payable for the Services. We may also charge you the EPA Charge in relation to any waste we collect from you under Clause 12.3 and in relation to each order from skips and/or roll on roll off containers that you place with us. We will try to give you not less than one month's notice of the EPA Charge but notwithstanding this you are liable to pay the EPA Charge within 30 days of the date of the invoice.

11.5 The EPA Charge is not refundable.

11.6 All prices stated in this Contract are exclusive of VAT which you must pay in addition. **Payment Terms**

11.7 We can require that you complete and provide to us a credit application and you agree that in processing the credit application we make enquiries of credit reference agencies or other sources, who may keep a record of our enquiry. You also agree that we may use any information obtained for the

purposes of risk assessment, fraud prevention and for occasional debt tracing.

11.8 Time for payment is of the essence.

11.9 You have not paid any sum due until we receive it in cleared funds.

11.10 You are not entitled to dispute any payment made. You agree that our records are proof of the Service provided.

11.11 Without limiting any of our rights under this Contract or otherwise, if there is or arises reason to doubt that amounts due from you will be paid in full then we can oblige you to pay us in advance before commencing or continuing the Service, or at our sole discretion we may end the Contract immediately.

12.0 Supplier Rights and Obligations

Risk Assessments

12.1 As soon as we have agreed arrangements to you and at any time during this Contract we may enter each Site in order to carry out a risk assessment. We may end this Contract in whole or in part if, in our opinion, the results of that risk assessment are unsatisfactory or if you are unable or delay in acting on any of our advice resulting from that risk assessment. **Collection**

12.2 We will;

12.2.1 Collect or empty the Receptacle as set out on the Front Sheet and will try to ensure that the Receptacle(s) are collected at the time or as soon as reasonably practicable after that time. We shall not be liable for late performance or delay in performance of the Service and delays shall not entitle you to rescind the Contract. We may change collection schedules upon notice to you if this is required for operational or other reasons.

12.2.2 Provided we are given access, remove the Receptacle within 7 days or the end of the Contract;

12.2.3 Comply with all reasonable Site rules you have notified to us in writing within a reasonable period of such notification;

12.2.4 Where we empty the Receptacle, try to put it back in the agreed location.

12.3 We have no obligation to collect any waste left beside any Receptacle but may if we choose to do so. If we collect such Waste, we can charge you for collecting, treating and disposing of such Waste as if it were a full Receptacle plus all and any other costs associated with such collection. In addition, we may charge you the EPA Charge in relation to such collection and you agree to complete a Transfer Note upon demand.

12.4 We may at our sole option, weigh all waste collected from you at a weighbridge of our choice and where so weighed, the result of that weighbridge will be conclusive evidence of the weight of waste collected from you.

13.0 Transfer Note and Pre-treatment Declaration

13.1 You and we shall each sign a new Transfer Note;

13.1.1 Without prejudice to Clause 8.4, at any time when there is a charge in any of the details set out in the then current Transfer Note; and/or

13.1.2 Before the expiration of twelve months from the Contract Start Date or any current Transfer Note.

13.2 If you have not returned the completed and signed Transfer Note and Pre-treatment Declaration to us by the date required by us, then we may end this Contract immediately by sending you written notice.

13.3 You warrant that the details relating to the Waste (including, for the avoidance of doubt, those relating to weight and compatibility) contained in any current Transfer Note are and will be true and complete. We rely on those details in the provision for the Service. We shall be entitled to take samples of the materials placed in the Receptacle(s) to satisfy ourselves that the description is accurate prior to collection and disposal. Such right shall under no circumstances relieve you of any obligations to describe the Waste accurately.

14.0 Changes to this Contract and Additional Services

14.1 If your requirements for the Service change we will implement such changes as are agreed between us subject to you and we joining in making such written amendments to this Contract (which, for the avoidance of doubt includes (without limitation) amendments to prices) and in executing such replacement Transfer Note and Pre-Treatment Declaration as may be necessary to give effect to any agreed changes.

14.2 If there are any changes including but not limited to any changes in law that necessitate a variation of our contract with you, we can change this Contract at any time by notifying you in writing of that change. You agree to execute replacement Transfer Note and Pre-Treatment Declaration as may be necessary to give effect to any such changes and if you fail to do so when asked, we may terminate this Contract upon written notice to you.

14.3 If any Additional Services are provided to you, you shall pay the price agreed for their provision of the Additional Services and you shall be responsible for all costs arising out of or in connection with Additional Services.

15.0 Duration of this Contract

15.1 This contract begins on the Contract Start Date.

15.2 This Contract is for a minimum of 1 year.

16.0 Ending the Contract

16.1 We can end this Contract at any time by 7 days' notice to you.

16.2 This contract will continue unless terminated by you, the customer, by giving written notice to us at our head office address by recorded mail no greater than six (6) months and no less than three (3) months prior to the contact anniversary date to expire Six (6) months after the contract anniversary date.

16.3 If you try to end this contract without giving us the correct period of notice, we can either reject such attempt or accept it and you will be liable to pay us, as liquidated damages, an amount equal to 40% of all charges payable to us, in respect of the remainder of the Contract as well as the 6 months termination period. You and we both acknowledge and confirm that such amount is a genuine pre-estimate of the damage and loss likely to be suffered by us as a result of your breach of Contract in trying to end the contract early.

16.4 Your payment of liquidated damages under Clause 16.3 above shall be without prejudice to any other right or remedy we have included but not limited to our right to recover damages and/or our right to recover damages from you in relation to damage and/or loss cause by your breach continuing after the period covered by the liquidated damages in Clause 16.3 above.

Ending the Contract Early

16.5 We can end the Contract immediately on notice if you;

16.5.1 Fail to make any payments when due;

16.5.2 Breach the terms of this Contract (and if remediable the breach has not been remedied within 14 days of receiving notice requiring it to be remedied);

16.5.3 Cease or threaten to cease to carry on business;

16.5.4 Are declared or become insolvent or bankrupt, have a moratorium declared in respect of any of your indebtedness, enter into administration, receivership, administrative receivership or liquidation or threaten to do any of these things, take or suffer any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by you or by any other person in respect of any of these circumstances; and/or

16.5.5 End any other contract you have with us.

16.5.6 Upon ending the contract immediately liquidated damaged of an amount equal to 40% of all charges payable to us in respect of the remainder of the Contract as well as the 6 months termination period will become due.

16.6 You can end the Contract immediately on notice if we;

16.6.1 Materially breach the terms of this Contract (and if remediable the breach has not been remedied within 60 days of receiving notice it to be remedied);

16.6.2 Cease or threaten to cease to carry on business; and/or

16.6.3 Are declared or become insolvent or bankrupt, have a moratorium declared in respect of any of your indebtedness, enter into administration, receivership, administrative receivership or liquidation or threaten to do any of these things, take or suffer any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by you or by any other person in respect of any of these circumstances.

16.7 We can stop collecting Waste without notice to you if you have not left any Waste for collection for 4 consecutive weeks. We can charge you as if we had collected Waste from you during this period and thereafter until termination of the Contract.

16.8 At any time after collection of bags has ceased pursuant to Clause 16.7 but before notice of termination has been issued by you or us, you may request that the collection service recommence on a date no earlier than seven days from the date of request.

17.0 Consequences of Ending the Contract

17.1 Immediately that this Contract ends, we may access your property and any property owned by a third party to collect all Receptacles.

17.2 If this Contract ends, we have the option to end all other contracts we have with you with immediate effect.

18.0 Matters outside of our Control

18.1 We shall not be liable for any failure by us to perform any of our obligations if that failure is a result of matters outside of our reasonable control. Such matters may include delays caused directly or indirectly by breakdown or unavailability of equipment or vehicles or inability to obtain labour.

19.0 Limits on Liability

19.1 Our total liability to you under this Contract shall not exceed sums paid by you to us under this Contract.

19.2 We shall have no liability to you for any;

19.2.1 Expenses, loss of profits and/or damage to goodwill;

19.2.2 Pure economic and/or other similar losses;

19.2.3 Special damages;

19.2.4 Aggravated, punitive and/or exemplary damages;

19.2.5 Business interruption, loss of business, loss of contracts, loss of opportunity and/or production; and/or

19.2.6 Consequential losses and/or indirect losses.

19.3 You shall be under a duty to mitigate any loss, damage, costs or expenses that you may suffer.

19.4 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

19.4.1 Liability in contract (including fundamental breach);

19.4.2 Liability in tort (including negligence);

19.4.3 Liability for breach of statutory duty; and

19.4.4 Liability for breach of Common Law and/or under any other legal basis. Except that the Clause above placing a financial cap on our liability shall apply once in respect of all of the said types of liability.

19.5 Nothing in this Contract shall exclude or limit our liability for death or personal injury which we are not permitted to exclude for limit as a matter of law.

19.6 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law

20.0 Confidentiality

20.1 Neither of us shall use and/or disclose any confidential information which is acquired by one of us about the other's business and/or given by one of us to the other and/or generated by one of us from the other's confidential information except in the proper performance of the Contract.

21.0 General Contract Terms

Notices

21.1 Any notice under this Contract shall be in writing and shall be deemed to have been duly given if delivered to the party concerned at the registered office address in the case of us, and the invoice address in the case of you, set out on the Front Sheet or such other address as that party may from time to time notify in writing and shall be deemed to have been served if sent by registered post 48 hours after posting.

Assignment and Subcontracting

21.2 May not assign, charge, sub-contract, delegate, transfer, place in trust or dispose of this Contract and/or any of your rights or obligations under it without our prior written consent.

21.3 We may assign, charges, sub-contract, delegate, transfer, place in trust or dispose of this Contract and/or any of our rights or obligations under it without your prior consent and may perform or obligations under this Contract through any member of our group.

No Waiver

21.4 No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

Entire Contract

21.5 This Contract (and subsequent contracts relating to skips and/or roll on roll off containers) contains the whole agreement between us and supersedes any prior written or oral agreement between us and is not affected by any other promise, representation, warranty, usage, custom or course dealing. We each confirm that we have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract shall exclude liability for any fraudulent statement or act made prior to the date of this Contract.

Customer Indemnities

21.6 You agree to indemnify us and keep us indemnified against any and all liability and legal costs on a full indemnity basis suffered and/or incurred by us and any company in our group and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty to you.

Right of Others

21.7 Except for companies in our group, none of the terms and conditions of this Contract shall be enforceable by any person who is not a party to it.

Unenforceability

21.8 The invalidity, illegality or unenforceability of any of the provisions of this Contract shall not affect the validity, legality or enforceability of the remaining

Governing Law and Jurisdiction

21.9.1 This Contract and any claim (including Non-contractual claims) arising out of or in connection with it is governed by interpreted in accordance with English Law and the parties agree to submit to exclusive jurisdiction of the English courts.