

HARGREAVES WASTE MANAGEMENT SERVICES LIMITED TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1 General Provisions

1.1 The following "Standard Terms and Conditions of Engagement" shall apply to "the Services" carried out by "the Company" on behalf of "the Customer". It constitutes the sole legal agreement between the Company and the Customer unless, until such time and/or insofar as they are replaced by a written, agreed, signed and subsequent "Contract of Engagement";

- (a) "The Proposal" means the offer of "the Services" by the Company at the request of the Customer in the form of a document, email or otherwise in accordance with the terms of this Agreement and where Trade and Skip Collection Services are being provided, the Trade and Skip Collection Agreement;
- (b) "The Services" means the scope of services, duties and activities provided by the Company to the Customer as defined in the attached Proposal (which for the avoidance of doubt, form part of this Agreement and which shall include Trade and Skip Collection Services where applicable);
- (c) "Commencement Date" means within 21 days of "The Proposal" being accepted by the Customer, or within an alternative timescale agreed by the Company and the Customer;
- (d) "Applicable Law" means any law which is applicable and in force and binding from time to time (including any common law, judgment, court order, statute, statutory instrument, regulation, directive, European Union decision (insofar as legally binding), by-law, treaty, government circular, code of practice and guidance notes, or instruction or decision by a government authority) relating to either of the parties or the Services supplied under this Agreement;
- (e) "The Company" means Hargreaves Waste Management Services Limited (as such name may be changed from time to time), a company incorporated and registered in England and Wales with company number 15978135 whose registered office is at West Terrace, Esh Winning, Durham, County Durham, DH7 9PT;
- (f) "The Customer" is the person, company, authority, organisation or other body who instructs the Company to carry out the work and shall mean the addressee detailed in the attached Proposal;
- (g) "Data Protection Legislation" means the Data Protection Act 2018, the GDPR (General Data Protection Regulation (EU) 2016/679 as applied and supplemented by the laws of England and Wales as in force from time to time) and the Privacy and Electronic Communication Regulations 2003, as amended, extended, re-enacted or replaced from time to time.
- (h) The "Agreement" means these Standard Terms and Conditions of Engagement (including Appendix 1 and Appendix 2);
- (i) "Trade and Skip Collection Services" means the:
 - provision of each Container at the Customer Service Site;
 - collection, transport, processing, recycling and disposal (where applicable) of the Waste Material from each Container

- any ancillary services; and

- the provision of each Waste Transfer Note and its administration.

- (j) "Trade and Skip Collection Services Agreement" means the written agreement between the Company and the Customer for Trade and Skip Collection Services which form part or all of the Services.
- (k) "Waste Material" means any substance material or object regulated as waste under Applicable Law, including but not limited to Directive 2008/ 98/EC, the Environmental Protection Act 1990, the Hazardous Waste (England and Wales) Regulations 2005, the List of Wastes (England) Regulations 2005 and the Special Waste Regulations 1996/972 (Scotland);
- (l) "Personal Data" has the same meaning as the term 'personal data' under the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679.

- 1.2 This Agreement is between the Customer and the Company.
- 1.3 The Customer confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party.
- 1.4 The Customer engages the Company to provide the Services to the Customer and the Company agrees to provide the Services upon the terms and conditions set out in this Agreement.
- 1.5 Where Trade and Skip Collection Services form part or all of the Services, in addition to the Standard Conditions of Engagement, Appendix 1 shall apply to such Trade and Skip Collection Services.
- 1.6 The Company shall in the performance of the Services (as defined in the Proposal), exercise and continue to exercise reasonable skill, care and diligence.
- 1.7 The Company shall provide the Services for the sole benefit and use of the Customer.
- 1.8 No person other than the Customer may rely on any report or other communication made in writing or otherwise by the Company in relation to the Services save where the Company agrees to extend reliance on the Services or assign the benefit of this Agreement to such person in accordance with the terms of this Agreement.
- 1.9 Any variation to these conditions and any representations about the Services provided shall have no effect unless expressly agreed in writing and signed by a Director of the Company (from time to time). The Customer acknowledges and agrees that it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) made or given by or on behalf of the Company which is not set out in this Agreement. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 1.10 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company. In addition, no order shall be acted upon until such time as a written instruction has been received from the Customer

	specifying its agreement to the Proposal and these Standard Terms and Conditions of Engagement		for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law.
1.11	A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.	3.2	Subject to clause 3.1, the Company's total liability for any claim whether in contract or in tort in negligence or for breach of statutory duty or otherwise relating to the provision of all of the Services under this Agreement shall not exceed the lower of £1 million or the amount payable for the Services under this Agreement.
1.12	Words in the singular include the plural and vice versa and a reference to one gender includes a reference to the other gender.	3.3	Subject to clause 3.1, the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any economic (including without limitation losses calculated by reference to profit, contract, goodwill, business, income, production or accruals), special or other indirect or consequential loss arising under or in connection with this Agreement.
2	Fees and Payments	3.4	The Company's liability for any claims shall be further limited to such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that:
2.1	In consideration of the performance of the Services, the Customer shall pay to the Company the fees stated in the Proposal. If the Company is required by the Customer to provide additional services outside the scope and nature of the Services set out in the Proposal, the Customer shall make such additional payments to the Company as may be required in consideration thereof and which shall be notified to the Customer by the Company as soon as reasonably practicable. Such payment shall, where appropriate, be calculated by reference to the rates and sums set out in the Proposal.	(a)	all other consultants and all contractors shall have provided contractual undertakings on terms no less onerous than those applying to the Company in respect of the carrying out of their obligations;
2.2	Where the Services involve managing any Waste Materials, the price shall be exclusive of VAT and shall (unless expressly stated to the contrary in this Agreement or otherwise in writing by the Company) be exclusive of all costs or charges in relation to carriage, servicing, processing and Landfill Tax (where relevant), but exclusive of any valued added tax (at the prevailing rate). Where a	(b)	there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Customer and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually liable to the Customer for the loss and damage; and
2.3	In the event that the Customer requests the Services to be aborted, the Customer shall pay to the Company the fees commensurate with the amount of work carried out by the Company. For the avoidance of doubt these fees could include sums relating to the removal and management of all Waste Materials and the preparation of reports or other deliverable items carried out up to the point the services were aborted. All payments payable to the Company under this Agreement shall become due immediately on its termination despite any other provision.	(c)	all other consultants and all contractors have paid, or agreed to pay, to the Customer such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.
2.4	The Customer shall make all payments due under this Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.	3.5	No action or proceedings under or in respect of this Agreement shall be commenced against the Company after the expiry of a period of six years from the date of completion of the Services or such earlier date as may be prescribed by law.
2.5	All monies due to the Company shall be paid in UK £ sterling unless specifically detailed otherwise.	3.6	The Customer shall indemnify and keep indemnified the Company against any losses, claims or damages, demands, proceedings, costs, expenses or charges of any kind that the Company may suffer or incur directly or indirectly arising from or in connection with the provision of the Services as a result of the Customer's non-compliance with Applicable Law. The limitations which shall apply in relation to the Services are as set out in the Proposal Letter or are otherwise available on request.
2.6	All amounts payable under this Agreement are exclusive of amounts in respect of value added tax (VAT). Unless the Customer is exempt, VAT will be applied at the prevailing standard rate on all invoices rendered.	3.7	Subject to insurance being available at commercially reasonable rates, the amount of Public Liability Insurance to be carried by the Company is not less than £10 million unless otherwise stated in the Proposal.
2.7	Payment is due on the date of each invoice rendered and accounts must be settled in full within thirty days of the first day of the month following the date of the invoice. Time is of the essence for payment.	4	The Services
2.8	No payment shall be deemed to have been received, nor shall any amounts owing be deemed to be discharged, until the Company has received cleared funds.	4.1	The Company shall supply the Services to the Customer in accordance with the Proposal in all material respects.
2.9	Where payment is delayed, the Company reserves the right to charge interest on overdue invoices to be calculated at an annual rate of 4% above the prevailing Bank of England base rate for each day they are overdue. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.	4.2	The Company shall use all reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
3	Liability Limitations	4.3	The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of
3.1	Nothing in this Agreement excludes or limits the Company's liability to the Company for death or personal injury caused by negligence,		

the Services, and the Company shall notify the Customer in any such event.

- 4.4 The Company warrants to the Customer that the Services will be provided using reasonable care and skill. Notwithstanding any obligations which the Customer may otherwise have under any law or contract, nothing in this Agreement or the Proposal is to be interpreted as a warranty or representation by the Company other than to exercise reasonable skill, care and diligence.

5 Customer's Obligations

5.1 The Customer shall:

- (a) ensure that any information it provides to the Company in contemplation of, and in connection with performance of, the Services is complete and accurate;
- (b) comply with all Applicable Law and co-operate with the Company in all matters relating to the Services;
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company;
- (d) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate;
- (e) where relevant to the Services, the Customer shall give the Company adequate notice of any danger or hazard (or potential danger or hazard of which they are aware) which might cause death or injury to their employees and of which the Customer ought reasonably to be aware;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to commence.

5.2 Where the Services involve managing, carrying or otherwise handling any Waste Material, the Customer warrants and agrees that:

- (a) at the time of collection or delivery the Waste Material shall correspond to the specification and quantities within the Proposal. If, in the opinion of the Company's authorised representative, they do not do so, then the Company shall have the right to refuse the material;
- (b) all Waste Materials are properly and accurately described and labelled by the Customer unless the Proposal provides that the Company shall undertake this responsibility and the Customer shall provide to the Company any information and documentation as may be required to enable the Company to comply with Applicable Law including where applicable transfer notes and consignment notes to accompany Waste Material;
- (c) the container and/or packaging of the materials shall be suitable for their transport and storage in accordance with Applicable Law and the Customer accepts sole responsibility for this. If, in the opinion of the Company's authorised representative, they are not suitable then the Company reserves the right to refuse to remove the material;
- (d) notwithstanding the provision of the Services by the Company, the Customer shall continue to take all such steps as are necessary to comply with its obligations under all Applicable Law relating to Waste Materials which are the subject of this Agreement, including but not limited to Section 34 of the Environmental Protection Act 1990, the Hazardous Waste (England and Wales) Regulations 2005 and the Special Waste

Regulations 1996/972 (Scotland), and acting reasonably the Customer shall notify the Company's authorised representative in writing of any information it requires in order to comply with such obligations. The Company accepts no liability whatsoever for any failure by the Customer to request such information or to otherwise fail to comply with its obligations under Applicable Law.

- (e) The Customer acknowledges that it remains responsible for the proper management, in accordance with all Applicable Law, of any Waste Material on any site under the Customer's control.

- (f) Where any Waste Material which is being disposed of or recovered is rejected by the recovery or disposal point, or is disposed of or recovered in error, by reason that the material does not correspond fully, or in part, with the description, analysis, or declaration provided by the Customer, then the Customer will bear any additional or abortive costs, including specifically, but not limited to, haulage, alternative disposal or recovery, and landfill tax reasonably incurred by the Company in such erroneous disposal or recovery, returning the material to its origin point and/or sourcing alternative disposal or recovery.

5.3 Where the Company provides Services of a consultancy or advisory nature under this Agreement, for the avoidance of doubt, the Company shall not assume title in, or ownership or control of, any Waste Materials investigated, assessed, or otherwise handled by or on behalf of the Company for the purposes of providing such services. The Customer shall be responsible for any disposal of such materials and for all associated costs.

5.4 Where relevant to the Services:

- (a) The Customer acknowledges that the Company is providing a contractual service to the Customer and further acknowledges the risk that exploration, investigative or remedial methods on any site involve an inherent risk of contamination of previously uncontaminated soils and waters including the potential migration of contaminants present on or beneath the surface or in the vicinity of the relevant site and that any seal to any boring well, monitoring point or similar may be imperfect despite reasonable precautions to ensure that it is secure. The Company shall not be liable for any contamination arising from any exploration, investigation or remediation associated with the Services where such contamination occurs due to the nature of the ground of the site or materials in or on the ground at the site.
- (b) In the event that the Company's personnel visit any site owned occupied or controlled by the Customer in connection with the Proposal or the Services, the Company's personnel shall be regarded at the Customer's visitors and the Company shall not be deemed to have assumed the role of occupier or have otherwise assumed control or responsibility for the site, or for any persons on it.
- (c) Without prejudice to the generality of Clause 5(a), the Customer shall be responsible for providing relevant information about its site or sites as may be required in connection with the Services including in relation to underground services and structures, and also including any restrictions or limitations on access of which the Customer should be reasonably aware. Any costs associated with damage to underground services and structures not previously notified to the Company by the Customer in writing shall be the Customer's sole responsibility.
- (d) Save to the extent provided in the Proposal, the Company is not responsible under this Agreement or otherwise for advising on matters relating to asbestos, pollution or contamination, or any fungus, mould or spore.

5.5 If the Company's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the

Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

- (a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 5(c); and
- (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

6 Assignment

- 6.1 The Company may assign this Agreement or any part of it to any person, firm or company as may be required to assist in the delivery of the agreed Services.
- 6.2 Nothing within this Agreement shall be regarded as a commitment by the Company to accept, adopt or participate in the novation or transfer of this Agreement to any third party. This Agreement shall not be capable of being assigned, novated or transferred by the Customer without the prior written approval of the Company being obtained.

7 Confidentiality

- 7.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, advisors, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under this Agreement, and shall ensure that such employees, advisors, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this Agreement. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This Clause 7 shall survive termination of this Agreement.

8 Termination

- 8.1 Without limiting its other rights or remedies, the Company may terminate this Agreement by giving the Customer two months' written notice;
- 8.2 Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a Material Breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within ten business days of that party being notified in writing to do so;
 - (b) the Customer fails to pay any amount due under this Agreement on the due date for payment and fails to pay all outstanding amounts within five business days after being notified in writing to do so;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits

inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (i) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (k) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(b) to clause 9.2(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 8.3 For the purposes of clause 8.2(a), "Material Breach" means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clause 5,

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

9 Force Majeure

9.1 For the purposes of this Agreement, “Force Majeure Event” means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

9.2 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

9.3 The Company reserves the right to defer the Commencement Date or the performance of the Services where it is unable to perform its obligations under this Agreement as a result of a Force Majeure Event.

9.4 If the Force Majeure Event prevents the Company from providing any of the Services for more than 6 months, the Customer shall have the right to terminate this Agreement by giving 30 days written notice to the Company.

10 Personal Data

Each party warrants to the other party that to the extent it processes any Personal Data in connection with the provision of this Agreement, it shall comply with the provisions of the Data Protection Legislation.

11 Dispute Resolution

11.1 In the event of a dispute, which proves unresolvable by discussion and negotiation between duly authorised representatives of each party, the Company and the Customer hereby jointly agree to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (“ADR notice”) to the other party requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will commence not later than 10 days after the date of the ADR notice.

11.2 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings, adjudication or arbitration. All costs, other than legal costs associated with the process shall be borne in equal share by the Company and the Customer unless otherwise determined by an adjudicator, expert, mediator or court of competent jurisdiction.

12 Intellectual Property

12.1 For the purposes of this Agreement, Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. For the avoidance of doubt, Intellectual Property does not include any drawings, reports, specifications, bills of quantities, calculations, software, algorithms, work processes and graphic images and any other documents and information provided by or on behalf of the Customer to the Company.

12.2 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company. The Company grants (or if such grant cannot legally take place until a later date, agrees to grant) to the Customer with immediate effect an irrevocable non-exclusive licence to copy and make full use of any material prepared by or on behalf of the Company for any purpose relating to the Services provided under this Agreement.

12.3 All materials, equipment, documents and other properties are the exclusive property of the Company.

13 Cost Estimates

13.1 Unless specifically stated to the contrary, any budgetary opinion offered by the Company in the Proposal is to be regarded by the Customer as broad guidance only and shall not constitute a binding obligation or commitment on the Company.

14 Additional Provisions

14.1 Failure or delay by the Company in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under this Agreement.

14.2 Any waiver by the Company of any breach of, or any default under, any provision of this Agreement by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

14.3 A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

15 Rights under this Agreement

15.1 By receipt and in the absence of a written declaration to the contrary, these initial “Standard Terms and Conditions of Engagement”, all as scheduled above, are accepted by the Customer and deemed to constitute a contract between the Customer and the Company for the delivery of the Services.

15.2 Each right or remedy of the Company under this Agreement is without prejudice to any other right or remedy of the Company whether under this Agreement or not.

15.3 If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise enforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.

16 Jurisdiction

16.1 The provision of the Services shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction with regard to all matters arising therefrom.

APPENDIX 1 – ADDITIONAL TERMS AND CONDITIONS FOR TRADE AND SKIP COLLECTION SERVICES

1. Charges

- 1.1 The Company shall be entitled to charge a reasonable fee for any charge not listed in the Trade and Skip Collection Services Agreement (for example Charges relating to ancillary services listed in Part 3(iv)) as may be varied by the Company from time to time.
- 1.2 If the Company provides lockable Containers, the Company will provide a key to operate the locking system. A Spare and Replacement Key Charge will apply if the Customer requires an additional key plus postage and packaging.
- 1.3 Where the Customer keeps any non-scheduled Container (for example a skip) for a period longer than agreed, the Company may charge an Overdue Charge and take back the Container.
- 1.4 If the Company or its contractors or agents wait for any reason to collect a Container, it will allow up to 15 minutes free of charge. Thereafter, a Demurrage Charge will apply.
- 1.5 Should the Customer require the Company to carry out an additional risk assessment of the Customer's site, this will be subject to a Risk Assessment of Collection Sites Fee.
- 1.6 For all Trade and Skip Collection Services, the Customer will pay to the Company a Container Delivery Charge and a Container Removal Charge when the Company arranges repair or replacement of a Container due to damage or loss.
- 1.7 The Customer shall pay to the Company a Container Removal Charge upon the termination or expiry of this Agreement.
- 1.8 All other Container Delivery Charges are as stated within Part 3 of the Trade and Skip Collection Services Agreement.
- 1.9 If a Container is damaged, the Company will procure the repair or replace the Container and charge the Customer the relevant repair or replacement cost.
- 1.10 The Customer is responsible for each Container and liable for loss or damage caused to it. The Customer may choose to pay the Container Protection Charge. This is an extra service and does not form part of the Services. If the Customer pays the Container Protection Charge, the Customer will waive any claim it has for damage to a eurobin container which it could otherwise claim against under this Agreement. This waiver will not apply in relation to any loss or damage caused by negligence, wilful damage or other breach by the Customer of this Agreement. Either party shall be entitled to end this extra service by giving the other three months' prior written notice. The Company reserves the right to increase the Container Protection Charge. The Customer will always remain liable for loss or theft of any Container whether or not the Customer pays the Container Protection Charge.
- 1.11 Unless agreed otherwise in writing, if the Company provides the Customer with internal office Containers, the Company will charge the Customer the cost of these divided equally over the first three months of this agreement. Any outstanding amounts will be paid by the Customer upon expiry or termination. Risk in these internal Containers transfers to the Customer once delivered to the Customer but ownership remains with the Company until payment in full has been received. Please note this does not apply to internal shredding containers, title to which remains with the Company.

- 1.12 Should the Customer require an additional lift, the Company may charge the Additional Collection Charge. If the additional lift is made on demand or on an ad hoc basis, the Company will use reasonable endeavours to attend the Customer Service Site within two business of receipt of the request, not counting the day of when the request was made. Should Side Waste be present, the Company will collect this at its absolute discretion and be entitled to charge the Customer an Additional Collection Charge plus Kilo Charge as per Part 3 of the Trade and Skip Collection Services Agreement.
- 1.13 Should the Customer require an Additional Visit, the Company will be entitled to charge an additional Service Charge plus Kilo Charge as per Part 3 of the Trade and Skip Collection Services Agreement.
- 1.14 In addition to the Charges, the Company shall also be entitled to charge the Customer the costs as a result of a breach or failure by the Customer of its obligations under this Agreement (including any action and costs incurred in recovering unpaid Charges); a copy charge (if the Customer asks for a copy of any document, for example an invoice, a Waste Transfer Note or this agreement) and a Wasted Journey Charge.
- 1.15 If the Customer requires data from the Company in relation to the Customer's Waste Materials a charge may apply.
- 1.16 The Company may amend the Charges at any time:
 - 1.16.1 due to changes in the type or quantities of Waste Material being collected;
 - 1.16.2 due to changes in its cost of providing the Trade and Skip Collection Service (including changes to any tax (including Landfill Tax), commodity prices, processing costs and fuel); and
 - 1.16.3 changes in technology or to cover an improvement in its Services;
 - 1.16.4 as a result of a Change in Legal Rules; and
 - 1.16.5 to ensure the good management of its business generally.
- 1.17 The Company will increase the Service Charge element of its Charges in-line with RPI on the 1 April of each year of our agreement. The Kilo Charge shall remain fixed for the first 12 months of the agreement except where there are changes in the Company's cost of providing the Trade and Skip Collection Services due to a Change in Law. The Company shall endeavour to give the Customer reasonable notice of any such change, normally at least one month.
- 1.18 At any time, the Company may, acting reasonably, require the Customer to:
 - 1.18.1 pay a security deposit in relation to any Container or Charges;
 - 1.18.2 pay by direct debit; and/or
 - 1.18.3 pay in advance for the Trade and Skip Collection Services.

2 Payment for the Trade and Skip Collection Services

- 2.1 Unless agreed otherwise in writing, collections are on a scheduled basis and the Company will invoice the Customer based on the Collection Frequency. The Company will charge the Service Charge whether or not any Waste Material is deposited in the Containers. The

Company will charge a variable Weight Charge separately for all Waste Material collected on a rate per kilogramme basis as identified within Part 3 of the Trade and Skip Collection Services Agreement, where applicable.

3 Duties and Responsibilities

3.1 It is the Customer's responsibility to:

3.1.1 ensure that non-hazardous waste has been pre-treated;

3.1.2 ensure that Hazardous Waste is segregated from non-hazardous;

3.1.3 comply with TEEP which the Customer confirms the Company has made the Customer aware of and offered services and pricing in relation to; and

3.1.4 comply fully with any subsequent changes in Legal Rules relating to management of wastes.

3.2 The Customer agrees to comply with any guidance provided by the Company in respect of the type of waste and material is permitted in certain Container as updated from time to time. If there is any discrepancy between the permitted materials guide provided by the Customer and any European Waste Code on this agreement, the permitted materials guide will apply as amended from time to time.

3.3 The Company relies upon the Customer accurately describe the Waste Materials. The Customer is the producer or importer of Waste Material. The Company relies upon the Customer's accurate selection and confirmation of any European Waste Code or other description of Waste Material as contained on any current Waste Transfer Note. Subject to paragraph 3.1 of this Appendix 1, the Customer is responsible for ensuring at all times only material conforming to its description of the Waste Material is placed in any Container.

3.4 The Company or its agents may at any time take samples of the Customer's Waste to satisfy itself of the accuracy of the description. Under no circumstances will this right to take samples free the Customer of its obligation to accurately describe its Waste Material.

3.5 At any time the Company may refuse to deal with any Waste Material or other material for any valid reason. Examples of valid reasons include material or Waste which the Company believes may:

3.5.1 not match accurately with the description of Waste Material;

3.5.2 be incorrectly deposited (e.g. where double-bagging of material is specified and there is failure by the Customer to do so);

3.5.3 be corrosive, explosive, flammable, infectious, toxic, poisonous or otherwise dangerous (other than as may be permitted under paragraph 5.6 of this Appendix 1);

3.5.4 cause the Company to incur civil or criminal liability;

3.5.5 cause the Company to incur extra costs to transport or dispose of in line with Legal Rules.

3.6 If the Company refuses to deal with any Container's contents for a valid reason, it will not be in breach of this Agreement and may insist on the Customer removing or arranging for a specialist third party to remove such contents. If the Company does not enforce this right of

refusal, it may charge our extra costs in dealing with the Container's contents in line with Legal Rules. The Customer remains liable for any damage caused to the Company or third party equipment due to contamination, for any damage caused to its subcontractor's equipment and any vehicle load that becomes contaminated due to the Customer's Waste Material or material being contaminated.

3.7 Both parties agree to sign a new Waste Transfer Note which will replace the then current Waste Transfer Note (and will then form part of this Agreement):

3.7.1 if there is a change in the material forming the Waste Material;

3.7.2 immediately before each anniversary of the Start Date or the anniversary of each Waste Transfer Note (as applicable);

3.7.3 to effect changes.

3.8 If the Customer subscribes to a hazardous waste service this service, the Company will collect the Customer's Hazardous Waste provided:

3.8.1 the Customer only uses Containers specifically provided by the Company for this purpose to store Hazardous Waste (unless agreed otherwise in writing);

3.8.2 the Customer complies with any guidelines provided by the Company from time to time;

3.8.3 the Customer provides evidence that it has notified the Environment Agency that the Customer produces Hazardous Waste at the Customer Service Site where the Company requests the Customer to do so;

3.8.4 the Customer completes the respective part of a Hazardous Waste Consignment Note with respect to each collection; and

3.8.5 any Charges stated in this Agreement for Hazardous Waste are on an estimated basis unless further confirmed by the Company in writing.

3.9 All material in the Container becomes property of the Company at the time of collection. This does not free the Customer from any liability or responsibility it has in relation to the Waste Material.

3.10 The Company will arrange delivery to the Customer Service Site each Container requested by the Customer in Part 3 of the Trade and Skip Collection Services Agreement. Once the Company delivers any Container, the Customer will be responsible for it and take reasonable care of it. The Company retains ownership of all Containers (except in relation to internal office Containers as set out in paragraph 1.11 of this Appendix 1).

3.11 If the Customer believes that a Container has a defect, it must notify the Company in writing within three working days of its delivery to the Customer Service Site. The Company can charge the Customer for any damage (other than fair wear and tear or caused by our negligence or wilful default) to any Container.

3.12 The Customer will not allow any Container to:

3.12.1 be used by any person other than the Customer, its employees or agents;

3.12.2 contain any material other than the Customer's Waste Material or to become polluted or contaminated;

- 3.12.3 be removed from the Customer Service Site unless by the Company;
- 3.12.4 be Overloaded or Overfilled;
- 3.12.5 be damaged or set on fire (including its contents);
- 3.12.6 be placed, stored or sited on a public highway;
- 3.12.7 display any advertising, mark, logo, sign or lettering other than on the Container at the time of delivery (which the Customer shall not deface, remove or cover up);
- 3.12.8 unless agreed otherwise in writing, contain any compacted Waste Material.
- 3.13 The Customer is responsible for the safety of any person (except the Company's agents, employees and subcontractors) loading any Container or using its mechanism (if any). The Customer will not interfere with the working parts of any Container. The Customer must notify the Company immediately in writing if the Customer is concerned that any Container poses a health and safety risk. The Company may charge the Customer for arranging any additional training after delivery, for example, to train the Customer's new employees.
- 3.14 The Customer will at all reasonable times allow the Company, its agents and subcontractors suitable access to deliver, empty, inspect, repair, replace or collect any Container.
- 3.15 The Customer must take reasonable care to keep the condition of each Container in line with the requirements of Legal Rules. When the Customer clean a Container, it must ensure that the method used (including the cleaning products used) does not cause any damage. For example, any cleaning products used must not be corrosive or dangerous or otherwise pollute or contaminate the Container or the Waste Material. No third party is permitted to clean the Containers without the Customer's written consent. Should the Customer require Container cleaning services, the Customer must contact the Company.
- 3.16 The Customer will not interfere with the mechanism of any Container.
- 3.17 The Company may at any time change the type of Container provided to it, for example, the Company wishes to change the type of Vehicle that collects the Waste Material or if the relevant Container is no longer readily available or the cost of obtaining the same has increased from the Company's suppliers. The Company may also change the collection day if for example the Company changes the Vehicle's work. The Customer may object to any such change by written notice within seven days. The Company will accept the objection and not change the Container if the Customer can show (acting in good faith) that the change will be to the Customer's significant disadvantage and unreasonable for the Customer to comply with.
- 3.18 The Company will endeavour to satisfy itself that all Deposit Sites used by it are operated in line with Legal Rules. This said the Company accepts no liability for any third party's failure to operate any Deposit Site in line with Legal Rules. The Company may change the Deposit Site.
- 3.19 If Charges are discounted because they are based on a special offer being run at the time of entering into Agreement, for example a multi-service offer, and the Customer ends part of the Services, the Customer will be liable to pay the amount that the Customer would have paid if no discount or special offer had been applied and any Charges payable under this Agreement will be calculated on a non-discounted basis.

4 Limits of the Trade and Skip Collection Services

- 4.1 The Company is not strictly required to comply with the Collection Frequency and collection times. The Company can change any aspect of the Trade and Skip Collection Services upon reasonable notice.
- 4.2 For any period where the Customer is in breach of this Agreement, the Company is entitled to stop performing the Trade and Skip Collection Services until the Customer remedies the breach to the Company's reasonable satisfaction and the Company not be liable for any resulting loss, damage or expense.
- 4.3 If the Company has told the Company that it will receive a zero to landfill service this is on the basis of the Customer's Waste Material complying with the permitted materials guide issued by the Company and the Company using reasonable endeavours not to send any Waste Material to landfill. The Customer acknowledges that some residues from recycling or recovery processes do go to landfill.
- 4.4 If the Company provides waste related information, this should not be construed as legal advice. It is up to the Customer to obtain its own independent legal advice.
- 4.5 Where the Company has agreed to provide the Customer with Waste Material weight data this is on the basis the relevant vehicle (whether the Customer or its subcontractor's) has on-board weighing systems fitted and they are operating at the time of a collection and where this is not available the Customer may provide estimated weights.
- 4.6 Where the Company charges on a per kilogramme rate basis and is unable to provide Waste Material weight data due to the technical inability or failure of on-board weighing systems, the charge will be based on the average Waste Material weight calculated using the previous three months' data or at our discretion, acting reasonably.
- 4.7 If the Customer is provided with training in relation to equipment by a third party (including the Company's subcontractors), the Customer does not accept any responsibility in relation to the training.
- 4.8 If the Customer has requested a nominated timed collection, the Customer accepts that the Company may collect 30 minutes either side of the time nominated.

5 Ending the Trade and Skip Collection Services

- 5.1 Either party may end the Trade and Skip Collection Services, and by giving to the other not less than three months' and no more than six months' prior written notice. If the Customer does not provide the required written notice to terminate, the Customer shall pay all relevant Charges that would have been payable by the Customer during the three month period from when written notice was served notice as agreed compensation.
- 5.2 Where an Initial Term has been agreed and the Customer's notice to terminate expires before the end of the Initial Term, the Customer shall pay as compensation:
- 5.2.1 all Charges then due plus all Service Charges that would have been payable by the Customer during the remainder of the Initial Term as agreed compensation; and

- 5.2.2 where the remainder of the Initial Term is less than the required three months' notice, the Customer will pay in accordance with paragraph 5.1(a) of this Appendix 1 for the notice period that falls outside of the Initial Term.
- 5.3 Both parties agree the amounts set out in clauses 5.1 and 5.2 are not exorbitant or unconscionable when viewed in the context of the Company's legitimate interest in the performance of the Agreement.
- 5.4 Ending this Agreement and/or the Trade and Skip Collection Services will be without prejudice to any rights or liabilities that either of party may have accrued to that date.
- 6 Changes to the Trade and Skip Collection Services**
- 6.1 Both parties will comply with all Legal Rules that apply to the Trade and Skip Collection Services, the Waste Material or any Container. The Company may change this agreement or the Trade and Skip Collection Services as it considers suitable (acting reasonably) to comply with any change in interpretation of Legal Rules or with any new Legal Rules. Any reference to legislation in this agreement shall be taken to be reference to that legislation as amended if applicable.
- 6.2 If the Customer's requirements for the Trade and Skip Collection Services at any time reduce, the Customer may ask the Company to change the Trade and Skip Collection Services (whether as to Container size and number, Collection Frequency or otherwise). The Company will agree to change the Service as it considers suitable (acting reasonably). If the Customer is obtaining or are intending to obtain the Trade and Skip Services or services similar to the Trade and Skip Collection Services from any other party, the Company shall be entitled to refuse to reduce or change the Trade and Skip Collection Services.
- 6.3 If the Customer's requirements for the Trade and Skip Collection Services at any time increase, the Customer must ask the Company in writing to change or increase the Trade and Skip Collection Services. The Company will agree to increase or change the Trade and Skip Collection Services and Charges as it considers suitable (acting reasonably). If the Company fails to provide the increased services or changed Trade and Skip Collection Services within one month of the Company agreeing to do so, only then will the Customer be entitled to obtain services similar to the Trade and Skip Collection Services to meet the increased requirements. If the Customer does obtain additional services from a third party under this paragraph 6.3, the Company will continue to provide the Trade and Skip Collection Services and the Customer will not be entitled to end this agreement (except as otherwise provided by the Agreement).
- 6.4 Both parties agree to make such written changes to this Agreement and to sign a new Waste Transfer Note to take account of any changes taking place under this Agreement.

WORDS AND PHRASES USED IN THIS APPENDIX 1 SHALL BE AS SET OUT BELOW (SAVE WHERE DEFINED IN CLAUSE 1 OF THE STANDARD CONDITIONS OF ENGAGEMENT)

Additional Collection Charge means the charge payable as stated in Part 3 of this Appendix 1.

Additional Risk Assessment of Collection Sites Fee means the amount stated in the published Charges in Appendix 2.

Additional Visit means a visit to the Customer Service Site requested outside of the scheduled frequency.

Charges means all charges collectively or any one or more of them as stated in Part 3 of the Trade and Skip Collection Services Agreement, the published Charges in Appendix 2 any amounts due by the Customer under this agreement including but not limited to the Visit Fee, Minimum Charge, Service Charge, Lift Charge, Kilo Charge, Set-up Fee, Disposal Charge, Excess Weight Charge, Rental Charge, Container Delivery Charge, Container Removal Charge, Transaction Charge, Wasted Journey Charge, Duty of Care Charge, Additional Risk Assessment of Collection Sites Fee, Overdue Charge, Spare and Replacement Key Charge, Demurrage Charge and Hazardous Waste Consignment Note Charge.

Change in Legal Rules means a change in Legal Rules applicable in the UK after the date of this agreement.

Customer Service Site means the premises set out in Part 2.

Collection Frequency means the frequency of collection per Container set out in Part 3 of the Trade and Skip Collection Services Agreement. If Any Day has been selected, this means the Customer permits the Company to collect on a set day chosen by the Company.

Container means each and every waste container, compactor, bag or equipment provided by the Company, its agents or subcontractors for the shredding, compaction, storage, transport, pre-treatment or disposal of the Waste Material.

Container Delivery Charge stated as such in Part 3 of the Trade and Skip Collection Services Agreement.

Container Removal Charge stated as such in Part 3 of the Trade and Skip Collection Services Agreement.

Container Protection Charge means the charge stated on the published Charges in Appendix 2, unless stated otherwise in this Agreement.

Demurrage Charge means the charge payable by the Customer and stated as such in the published Charges in Appendix 2. The Demurrage Charge is calculated in bands of 30 minutes or part thereof that the Company waives in addition to the initial 15 minutes. Whether the Company waives is at its operational discretion.

Disposal Charge means the amount so described in Part 3 of the Trade and Skip Collection Services Agreement.

Deposit Site means the site that processes the Waste which the Company may change at its sole discretion from time to time.

Duty of Care Charge means the charge stated as such in Part 3 of the Trade and Skip Collection Services Agreement payable monthly.

Excess Weight Charge means the charge applied that exceeds the Weight Allowance as stated within Part 3 of the Trade and Skip Collection Services Agreement.

Excessive Weight means the weight of a Container exceeds the safe working load of the Container to the extent it may cause damage to the Company's equipment (as determined by the Company). Further details available on request.

Exchange in Part 3(ii) of the Trade and Skip Collection Services Agreement means that the Customer will exchange a Container for an empty Container.

Hazardous Waste means the waste or material set out as such under Legal Rules that the Company specifically sets out in written notice that it will

accept which the Company may change from time to time (with reasonable notice where possible, normally at least one month). All Hazardous Waste to be made stable and palletised before collection and any containers to be sealed and in a safe condition for road transport and any pricing provided for this service are on the following basis and assumptions:

- transport rates allow for 30 minutes for partloads and 45 minutes for dedicated loads from time of arrival at Customer Service Site. Any additional time on site whatsoever will be levied at the Demurrage Charge in force at collection date and charged pro-rata unless otherwise agreed;
- suitable date for collection to be notified by the Company in advance;
- assistance will be given by the Customer in loading the Company's Vehicle by a suitable forklift truck and trained driver.

Hazardous Waste Consignment Note means the written record accompanying the Waste Material (which must be kept for a minimum of three years) describing what the Waste Material is and who produced, carried, and disposed of it.

Hazardous Waste Consignment Note Charge means an amount payable by the Customer for administration of the Hazardous Waste Consignment Note as set out in Part 3 of the Trade and Skip Collection Services Agreement.

Immovable Container means a Container which cannot be moved, safely or otherwise, by one of the Company's drivers.

Initial Term means the period of Service as set out in Part 3 of the Trade and Skip Collection Services Agreement.

Kilo Charge means the charge applied as stated within Part 3 of the Trade and Skip Collection Services Agreement.

Legal Rules means any UK or applicable European legislation, provision of common law or requirement of any authorisation, licence, consent, permit, or official code of practice, rule or guidance note.

Overdue Charge as set out in our published Charges in Appendix 2.

Overloaded means the weight of the Container is such that it would be too heavy for an individual to manually handle without causing issues relating to health and safety.

Overfilled means the Container lid does not close due to Waste Material or if there is Side Waste.

Rental Charge means the amount so payable under Part 3 of the Trade and Skip Collection Services Agreement.

Service Charge means the Charge to be made for the collection of a Container per collection as per Part 3 of the Trade and Skip Collection Services Agreement.

Set-up Fee means the set-up fee as applied within the SUEZ Flex - Total package as set out in Part 3 of the Trade and Skip Collection Services Agreement. This will be included in the first invoice to the Customer.

Side Waste means any Waste or material on top, adjoining or within very close proximity of the Container.

Spare and Replacement Key Charge means as stated in our published Charges in Appendix 2.

Start Date means the date stated on the Trade and Skip Collection Services Agreement. In the absence of such date, the date on which both of us sign the Trade and Skip Collection Services Agreement.

EEP means regulation 13 of the Waste (England and Wales) Regulations 2011 (SI 2011/988).

Tip and Return in Part 3(ii) of the Trade and Skip Collection Services Agreement means the Company take away and return the same Container after emptying.

Vehicle means each vehicle used by the Company or on its behalf to perform any part of the Trade and Skip Collection Services.

Visit Fee means in Part 3B of the Trade and Skip Collection Services Agreement, the charge for a visit. All other Charges will still apply, including the Additional Collection Charge for those Containers which are lifted and not priced for within the Visit Fee.

Wait and Load in Part 3(ii) of the Trade and Skip Collection Services Agreement means the Company will wait whilst the Customer loads.

Wasted Journey Charge means the amount that would have been charged for the collection of a Container to cover the Company's abortive journey. The Customer will pay a Wasted Journey Charge if the Company does not collect any Container due to contamination, Excessive Weight, Container being an Immovable Container, Container being Overloaded or Overfilled or for any other reason due to the Client's actions such as but not limited to blocked access, locked gate, or Container not being available.

Waste Transfer Note means the document, as may be replaced from time to time, signed by the parties both to comply with the Duty of Care (as defined under S.34 of the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Regulations 1991).

Weight Charge means the charge payable by the Customer and stated as such in Part 3 of the Trade and Skip Collection Services Agreement for waste collected and is calculated per Kilogramme or part thereof.

Weight Allowance means the weight allowance applied to any single **Customer Service Site** visit within the SUEZ Standard Package before Excess Weight Charges apply.

APPENDIX 2 – PUBLISHED CHARGES

The Company shall be entitled to amend and/or supplement the charges below upon written notice to the Client.

Container cleaning – Eurobins only - £25 per two-wheeled eurobin. £30 per four-wheeled eurobin. Discount may be available for multiple eurobins on request.

Container protection – Eurobins only - £1.50 per week, per eurobin.

Demurrage charge - £50 per 30 minutes.

Overdue charge – The overdue charge will apply when a container is not available for a collection before or on the end date of the agreed contract period. The overdue charge will be applied as a daily rental charge at current standard rate until the container is made available for collection. Daily rental charges include bank holiday and weekends.

Spare and replacement keys - £8 per key +£3.50 postage and packing.

TEEP assessment - £450 per assessment. A written report will be provided after the assessment, setting out our recommendation. In addition, travel is charged at £75 per hour, with a minimum charge of one hour (after the first hour, travel is charged in blocks of 30 minutes).

Timed collection and booking slots – AM or PM collection – Your usual collection rate plus £30.

Timed collection and booking slots – nominated time collection – Your usual collection rate plus £30.

Waste container audit – basic – the charge for this service is £650 per half day (four hours) with the assessment carried out at your premises. A written report is provided after the audit, detailing the Company's findings. In addition, travel is charged at £65 per hour, with a minimum charge of one hour of travel (after the first hour, travel is charged in blocks of 30 minutes).

Waste container audit – comprehensive – The charge for this service is £1200 per day (eight hours). An audit report is provided which includes waste flow charts and recommendation, which is charged at £600.

May 2025