

Premier Waste Management Limited
Terms and Conditions for the Supply of Goods and Services

1. Definitions

1.1 In these Conditions:

“Charges” means the charges for the Goods or Services set out in the Contract Summary;

“Contract” means the contract for the provision of the Goods or Services by virtue of these Conditions and the Contract Summary;

“Contract Period” means the period of the Contract set out in the Contract Summary together with any extension of it under these Conditions;

“Contract Summary” means the document setting out the Goods or Services to be supplied by the Company to the Customer attached to these Conditions;

“Conditions” means the standard terms and conditions set out in this document and (unless the context otherwise requires) including any special terms and conditions agreed in writing between the Company and the Customer set out in the Contract Summary;

“Consequential Loss” means direct, indirect or consequential loss which include without limitation pure economic loss, loss of production, loss of profit, loss of anticipated profit, loss of business opportunity, or loss of goodwill;

“Containers” means any waste containers, receptacles or other equipment provided by the Company for the Customer’s use;

“Company” means Premier Waste Management Limited (Company Registration Number 3616068) as per Contract;

“Customer” means the person whose order for the Goods or Services is accepted by the Company;

“EPA” means the Environmental Protection Act 1990;

“Goods” means any goods agreed in the Contract to be supplied by the Company to the Customer (including part or parts of them);

“Services” means the services to be provided by the Company to the Customer agreed in the Contract ;

“Waste” means waste of the categories that the Company has agreed to collect or dispose of in performing the Services (and any part of them);

1.2 Any reference in these Conditions to any provision of a statute, statutory provision or other enactment shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time, provided that as between the parties, no such amendment or modification shall apply for the purposes of these Conditions to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of any party.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Supply of Services

2.1 The Company shall provide the Goods or Services to the Customer in consideration of the Charges, subject to these Conditions to the exclusion of all other terms and conditions. No terms and conditions of the Customer shall form part of the Contract. Any changes or additions to the Goods or Services or to these Conditions must be agreed in writing between the Customer and the Company. No variation of these Conditions shall be

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binding unless agreed in writing between the authorised representatives of the Company and the Customer.

- 2.2 The Company may at any time without notifying the Customer make any changes to Goods or the Services or the manner in which they are provided which are necessary to comply with any relevant or applicable statutory regulatory requirements or which do not materially affect the nature or quality of the Goods or Services.
- 2.3 The Company may correct any typographical or other errors or omissions in any brochure, quotation, advertisement, catalogue or other document relating to the provision of the Goods or Services without any liability to the Customer and such documents shall not form part of the Contract.
- 2.4 Each order or acceptance of a quotation for Goods or Services by a Customer will be an offer to buy Goods or Services, subject to these Conditions and no order shall be accepted until a written acknowledgement of order is issued by the Company or the Company delivers the Goods or Services to the Customer.

3. Customer's Obligations

- 3.1 Unless otherwise agreed in writing by the Company, the Customer warrants that it has complied with and will continue to comply with every obligation imposed by law (including without limitation any obligation imposed by any statute, statutory instrument or regulation), upon it in relation to the Waste including without limitation:
 - 3.1.1 the statutory duty of care imposed by the EPA and the Environmental Protection (Duty of Care) Regulations 1991;
 - 3.1.2 the Hazardous Waste Regulations 2005;
 - 3.1.3 the Carriage of Dangerous Goods by Road Regulations 1996; and
 - 3.1.4 the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 2004; and
 - 3.1.5 the duties imposed by virtue of the Health and Safety at Work etc Act 1974 and the Control of Substances Hazardous to Health Regulations 2002.
- 3.2 Where a Contract Period has been specified the Company shall have exclusive right during that period to supply the Services for all of the Waste described which is in the possession or control of the Customer or the safe disposal of which is the responsibility of the Customer provided that this sub-clause 3.2 shall only apply if the Company may deal with it under the terms of a waste management licence under the EPA owned by the Company or its sub-contractor.
- 3.3 Where the Company is to collect the Waste, the Customer shall ensure that the Company has adequate vehicular access to the site on which the Waste is stored, and shall ensure that the Waste is safely and reasonably accessible for the purpose of collection.
- 3.4 The Company shall be entitled to levy a waiting time charge at the rate of £60 per hour or part thereof if any vehicle of the Company has to wait at the site on which the Waste is stored in excess of 15 minutes beyond the normal timescale for collection stated overleaf.
- 3.5 Where the Customer is to deliver waste to the Company at one of its designated sites, then the Customer shall do so in accordance with all relevant site and health and safety rules in place and operated by the Company from time to time.

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3.6 Where the Company is treating and disposing of waste on behalf of the Customer, then the Customer acknowledges and agrees to pay in addition to the Charges, all applicable taxes including, without limitation, landfill tax.

4. Delivery

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.

4.2 The Customer shall take delivery of the Goods within 14 days of the Company giving it notice that the Goods are ready for delivery.

4.3 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

4.3.1 risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);

4.3.2 the Goods shall be deemed to have been delivered; and

4.3.3 the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.4 The Customer shall provide at the delivery point and at its expense adequate and appropriate equipment and manual labour for loading or unloading the Goods as appropriate.

4.5 If the Company delivers to the Customer a quantity of Goods of up to 5% more or less than the quantity accepted by the Company, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

5. Non-delivery

5.1 The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.3 Any liability for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. Risk/Title

6.1 The Goods are at risk of the Customer from the time of delivery.

6.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Goods; and

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- 6.2.2 all other sums which are or which become due to the Company from the Customer on any account.
- 6.3 Until ownership of the Goods has passed to the Customer, the Customer shall:
- 6.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 6.3.2 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company.
- 6.4 The Customer may resell the Goods before ownership as passed to it solely on the following conditions:
- 6.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value;
- 6.4.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 6.5 The Customer's right to possession of the Goods shall terminate immediately if:
- 6.5.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provisions for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator if given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- 6.5.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 6.5.3 the Customer encumbers or in any way charges any of the Goods.
- 6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.7 The Customer grants to the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Customer's right to possession has terminated, to recover them.
- 6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be

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deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

6.9 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this clause 6 shall remain in effect.

7. Sample

7.1 The amount of the Charges may be determined by reference to samples of the Waste and/or a written specification setting out to the satisfaction of the Company the constituents of the Waste provided by the Customer to the Company.

7.2 At the request of the Company, the Customer shall also at any time allow or arrange for the employees or agents of the Company to have access to the Waste in order for the Company to obtain samples of the Waste.

7.3 In the event that the Waste when collected by or delivered to the Company is in the opinion of the Company materially different from either:

7.3.1 the samples obtained by the Company pursuant to sub-clauses 7.1 or 7.2; or

7.3.2 any specification provided pursuant to clause 7.1, then the Company may at its sole discretion do any of the following:

7.3.2.1 refuse to accept or collect all or any part of the Waste;

7.3.2.2 make such increase in the Charges it sees fit;

7.3.2.3 terminate the Contract without any liability to the Customer;

7.3.2.4 require the Customer at its own expense to remove the Waste from the Company's premises, or the premises of any of its sub-contractors;

7.3.2.5 require the Customer to pay the Company's charges for returning the Waste to the Customer; or

7.3.2.6 dispose of the Waste in such manner as the Company thinks fit according to the duty of care under the EPA, in which event the Customer shall indemnify the Company against any loss or expense arising or incurred by the Company in doing so.

7.4 For the avoidance of doubt, any analysis of the samples (whether provided by the Customer or obtained by the Company) carried out by the Company shall be for its own information purposes only and shall be without prejudice to its rights under clause 7.3.

7.5 At least 3 working days prior to collection by or delivery to the Company the Customer shall notify the Company in writing of any changes in the content of the Waste that could cause it to be materially differ from any sample or specification provided to the Company.

7.6 The Company may immediately terminate the Contract without liability to the Customer if the samples or specification indicate that the Waste is of a type with which the Company is not permitted to deal under the terms of a waste management licence under the EPA owned by the Company or its sub-contractor.

8. Responsibility for Equipment

8.1 Any Containers shall remain the property of the Company.

8.2 The Customer shall be responsible for providing and maintaining insurance to the reasonable satisfaction of the Company in respect of all Containers located inside or

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outside the Customer's premises. The Customer shall supply on request to the Company a copy of the insurance policy and a receipt for the current insurance premium.

- 8.3 No Containers shall be sited on a public highway.
- 8.4 The Customer shall only use Containers in accordance with the written instructions of the Company and in particular:
- 8.4.1 the Customer shall not allow any material to be burned or fire started in any Container;
 - 8.4.2 the Customer shall comply with all requirements of the Company as to the packing of any Containers to be collected by the Company;
 - 8.4.3 the Customer shall only place in any such Containers materials that form part of the Waste;
 - 8.4.4 any damage caused by the Customer or third party through misuse or neglect will result in any costs incurred by the Company in the repair of the Containers being charged to the Customer;
 - 8.4.5 the Customer shall return the Containers at the Company's request.

9. Containers

- 9.1 Any Containers shall be suitable for containing and transporting Waste, and the Customer shall indemnify the Company against all actions, costs, expenses, damages, penalties, fines and other liabilities brought against or suffered by the Company which may arise from the Customer or any third party placing other materials in the Containers.
- 9.2 Where the Waste is placed in drums, containers or packages which have not been supplied by the Company, the Customer shall ensure that:
- 9.2.1 they are clearly labelled in accordance with and as appropriate to all applicable laws, regulations and codes of practice;
 - 9.2.2 they are appropriate for holding the Waste in accordance with all applicable laws, regulations and codes of practice; and
 - 9.2.3 they are filled, packaged and sealed in accordance with all applicable laws, regulations and codes of practice.
- 9.3 If in the opinion of the Company the Customer has breached the terms of clause 9.2, the Company may:
- 9.3.1 refuse to collect or accept the Waste; or
 - 9.3.2 require the Customer at its own cost to remove the Waste from its premises.
- 9.4 The Customer shall indemnify the Company against all actions, costs, expenses, damages, penalties, fines and other liabilities brought against or suffered by the Company which may arise from the Customer breaching any of the provisions of clause 9.2.
- 9.5 If the Contract is for Waste collection the Customer shall not allow other contractors to site waste containers on the Customer's premises for the duration of the Contract without the express written permission of the Company.
- 9.6 Where any containers, Waste (whether or not of the Customer) or other property of the Customer are left on the Company's property or property operated on the Company's behalf, or in any container of the Company, the Company reserves the right to dispose of the same at its sole discretion as it may be required to do by any governmental, statutory

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or regulatory body on demand and in any event in accordance with all legislative and/or regulatory requirements to which it may be subject and the Customer shall indemnify and keep indemnified the Company from all associated costs and expenses incurred by the Company as a result.

9.7 The Customer shall further indemnify and keep indemnified the Company from all and any costs, claims, expenses, charges, damages, penalties and fines and other liabilities arising directly or indirectly as a result of the Customer's failure to correctly identify the nature of the Waste to be disposed of, collected or otherwise dealt with under the Contract.

10. Duration and Termination

10.1 Where a Contract Period has been specified, this Contract shall come into force on the date specified in the Contract Summary and shall continue for the Contract Period and shall continue thereafter until terminated by either party in accordance with these Conditions.

10.2 Where a Contract Period has been specified:

10.2.1 either party may terminate this Contract by giving the other party not less than 90 days notice in writing such notice to expire on the last business day of the Contract Period or on any subsequent anniversary of that date; and

10.2.2 in the event that the Customer terminates the Contract other than in accordance with clause 10.2.1, then the Customer shall pay to the Company the following:

10.2.2.1 the Charges to the date of termination; and

10.2.2.2 65% of the amount of the Charges that would have been payable for the period from the date of termination until the earliest date on which the Customer could have terminated the Contract in accordance with clause 10.2.1. For 'On Demand' Services, this charge will be based on the average Services supplied over the previous 13 weeks.

10.3 Whether or not a Contract Period has been specified, the Company shall be entitled forthwith to terminate the Contract if:

10.3.1 the Customer commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so;

10.3.2 the Customer repeatedly breaches clause 9.32;

10.3.3 the Customer ceases or threatens to cease to carry on business; or

10.3.4 the Customer becomes insolvent or goes into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the Customer under this Contract) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets, or if the Customer makes an assignment for the benefit of or composition with its creditors generally, or threatens to do any of these things or if any similar event in any jurisdiction affects the Customer.

11. Charges

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- 11.1 Subject to any special terms agreed, the Customer shall pay the Charges and any additional sums which the Company may require to be paid under these Conditions at the intervals set out in the Contract Summary.
- 11.2 The Company may, on giving notice in writing to the Customer, increase the Charges to reflect any increase in cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, changes in legislation, alteration of taxation or duties and significant increases in the cost of labour or fuel).
- 11.3 Where a Contract Period has been specified, the Company may at its discretion increase the Charges as from the end of the Contract Period and on each anniversary of the end of the Contract Period:
- 11.3.1 by a maximum of 5% without giving prior notice to the Customer; or
- 11.3.2 by over 5% on giving prior written notice to the Customer who may within 14 days serve counter notice on the Company to terminate the Contract at the end of the Contract Period or its next anniversary as the case may be.
- 11.4 The Customer shall pay the Charges within 30 days of the date of the Company's invoice.
- 11.5 Time of payment of the Charges shall be of the essence of the Contract.
- 11.6 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 11.6.1 charge the Customer interest on the amount unpaid at the rate of 4% per annum above Bank of England base rate from time to time, until payment is made (a part of a month being treated as a full month for the purpose of calculating interest);
- 11.6.2 suspend any further collections of Waste or refuse to take delivery of any further consignments of Waste;
- 11.6.3 retrieve Goods for which the Company has not been paid.
- 11.7 No payment shall be deemed received until the Company has received cleared funds and payments shall be made in full not by way of set-off or otherwise.

12. Time not of essence

Any times quoted for the collection or acceptance of Waste and delivery of the Goods or Services are approximate only and time of collection or acceptance shall not be of the essence of the Contract unless previously agreed in writing by the Company. The Waste may be collected in advance of or after the stated collection times upon giving reasonable notice to the Customer.

13. Warranty

- 13.1 The Company warrants to the Customer that the Services will be provided using reasonable care and skill and as far as reasonably possible, in accordance with the terms set out in the Contract Summary.
- 13.2 The Company warrants that the Goods will be of satisfactory quality but that otherwise the Goods are provided to the Customer on an "as seen" basis and the Customer acknowledges and agrees that:
- 13.2.1 it has made all reasonable enquiries that the Goods are suitable for the purposes for which the Customer intends to use them;
- 13.2.2 all Goods are made from, in whole or in part, recycled Waste and whilst such Goods are produced in accordance with the Company's licences, authorisations

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and all relevant legislation and where appropriate to recognised standards the Company has no control over the source of the Waste from which the Goods are made and makes no warranty in this respect.

- 13.3 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Customer by reason of any representation, statement (unless fraudulent) or any implied warranty, condition or other term or any duty at common law, or under the express terms of the Contract, for any direct, indirect, or special loss or Consequential Loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise), which arise out of or in connection with:
- 13.3.1 the provision of the Services;
 - 13.3.2 any delay in delivery of the Goods or Services arising due to the Customer's act or omissions;
 - 13.3.3 loss or damage to property or equipment of the Customer, or its customers, or any third party;
 - 13.3.4 any use or reuse or resale by the Customer of any of the Goods.
- 13.4 In any event, the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Charges, except as expressly provided in these Conditions.
- 13.5 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- 13.5.1 Act of God, explosion, flood, adverse weather conditions, fire or accident;
 - 13.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 13.5.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 13.5.4 import or export regulations or embargoes;
 - 13.5.5 strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party);
 - 13.5.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 13.5.7 power failure, break down in machinery, or operational difficulties relating to machinery.
- 13.6 The Customer acknowledges that it has not relied on any statement, promise or representation of the Company which is not set out in the Contract. Nothing in these Conditions shall exclude or limit the Company's liability for fraudulent misrepresentation.
14. **General**
- 14.1 The Company shall be entitled to perform any of the obligations undertaken by it and exercise any of the rights, granted to it under this Contract through any other Company which at the relevant time is its holding company or subsidiary (as defined by section 1159 Companies Act 2006, as amended) or the subsidiary of any such holding Company, and

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any act or omission of any such Company shall for the purposes of this Contract be deemed to be the act or omission of the Company.

- 14.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or other such address as may, at the relevant time, have been notified pursuant to this provision to the party giving the notice.
- 14.3 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.4 If any provision in these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be effected.
- 14.5 The Contract shall be governed by the laws of England and Wales and the Customer agrees to submit to the exclusive jurisdiction of the English courts.
- 14.6 The Company may assign the Contract and the rights and obligations thereunder. The Customer shall not be able to assign its rights or obligations under the Contract without the prior written consent of the Company.
- 14.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not party to it.