

Conditions of Supply
Applicable to all services provided by us

1 Condition Precedent

- 1.1 Unless you agree to pay the Charge and we receive it in cleared funds in advance of the Service this Agreement will not come into existence unless you have opened a credit account with us.
- 1.2 If the Service Start Date predates the date on which the credit account is opened you give us permission to start the Service on the Service Start Date so that if a credit account is not opened you will be liable to pay the Charge in respect of any Service performed and will indemnify us for the reasonable costs of commencing and ending the Service.

2 It is agreed as follows:

- 2.1 This Agreement will commence on the Commencement Date and continue until terminated in accordance with these Conditions.
- 2.2 The Service will commence on the Service Start Date and shall continue for the Initial Service Period.
- 2.3 During this Agreement you shall not receive the Service or a service similar from any third party at the Site.

3 Service

- 3.1 We will provide the Service with reasonable skill and care and will endeavour to provide the Service on the dates specified in the Order. We will comply with the Law in the performance of the Service.
- 3.2 Waste collections will be carried out on a regular, scheduled basis as specified in the Order unless we agree in writing that the Waste collections will be carried out in response to a written request from you ("**Call-Out Service**"). If we agree to provide a Call-Out Service you agree:
- 3.2.1 that you expect to require collections of Waste at least once per week per unit of Equipment unless stated otherwise in the Order; or
- 3.2.2 where the Waste is prone to infestation collections will be carried out at least once per week
- and we may charge accordingly whether or not you require the Service as frequently as specified.
- 3.3 We may refuse to perform the Service (with or without notice) if we believe that performance is unsafe or may or will cause injury or death to any person, damage to any property or result in criminal or civil liability. We shall not be liable to you for any costs incurred, or losses suffered by you following such a refusal. You will indemnify us from and against all losses, damages and costs arising from any refusal by us under this condition.
- 3.4 If we are unable to collect the Waste for any reason not caused by us (including that the Equipment is empty) we may charge you for the reasonable costs of making a wasted journey.
- 3.5 We are not obliged to wait at a Site to complete a collection of Waste. We may, at our discretion, wait at the Site to complete the collection of Waste but if we do wait we may charge and you shall pay the reasonable cost of waiting.
- 3.6 We may, without liability to you, advise you on the siting of the Equipment.
- 3.7 Ownership in the Waste passes to us on collection and we are entitled to process and/or dispose of the Waste using any appropriate licensed process available and unless we agree otherwise in writing to retain any proceeds.
- 3.8 If requested by you, we may provide training on the use of the Equipment and segregation of Waste after the initial installation of the Equipment. If we provide training we may charge, and you shall pay, the agreed charge or if no charge is agreed a reasonable charge.
- 3.9 We will provide you with a Transfer Note for completion and signing. You are entirely responsible for the accuracy and completeness of the Transfer Note even if it is pre-printed by us. We may charge the EPA Charge in respect of the administration of environmental compliance.

4 Changes to the Service

- 4.1 You may change the Service permanently or temporarily only if we agree in writing. We will not have to implement any change until we both make such written amendments to the Agreement and to the Transfer Note as are necessary to give effect to the change.
- 4.2 We may change the Service permanently or temporarily at any time to suit our operational needs, ensure compliance with the Law, or to improve the efficiency or the effectiveness of the Service for us and/or you. We will endeavour to give you notice of any change to the Service but lack of notice will not invalidate the change.

5 Recyclable Waste

If we recycle all or any part of your Waste:

- 5.1 You shall segregate Waste that is to be recycled strictly in accordance with this Agreement and any instructions given to you from time to time.
- 5.2 You shall ensure that the Recyclable Waste complies with the Recyclable Waste Standard at all times and that it is not mixed or contaminated with any material other than the Recyclable Waste that is agreed should be placed into the Equipment.
- 5.3 You shall indemnify us from and against all losses, costs and damages arising from your failure to comply with condition 5.1 and 5.2.
- 5.4 We may refuse to provide the Service (temporarily or permanently) in relation to any Recyclable Waste if it is, or we reasonably believe that it is, contaminated in any way and you shall:

- 5.4.1 do all things necessary including executing any document to ensure the contaminated consignment is disposed of lawfully and that collections of Recyclable Waste can resume without delay; and
- 5.4.2 indemnify us against our costs in this respect.

If the refusal is permanent we may change the Service under condition 4.2.

- 5.5 We shall not be obliged to provide photographic evidence of contamination. If we provide photographic evidence you will pay our reasonable administration charge.

6 Equipment

- 6.1 You shall accept delivery of the Equipment on the date set out in this Agreement or otherwise as agreed between us.
- 6.2 If you do not notify us of any damage within 3 days of delivery of the Equipment then the Equipment will be considered to be in good working order and condition.
- 6.3 You will not
- 6.3.1 remove, deface or conceal any name plate or mark indicating that the Equipment is our property;
- 6.3.2 overload the Equipment so that the weight exceeds the maximum weight that can be safely processed or held by the Equipment;
- 6.3.3 overfill the Equipment so that the Waste is higher than the level of the sides of the Equipment;
- 6.3.4 move the Equipment from where we deliver it or allow it to be removed from the Site;
- 6.3.5 allow any other person to use the Equipment, charge, sub-let or part with possession of the Equipment;
- 6.3.6 prevent us from obtaining possession of the Equipment;
- 6.3.7 set fire to the contents of the Equipment;
- 6.3.8 interfere with the mechanism of the Equipment;
- 6.3.9 add or attach to the Equipment any painting, sign, writing, lettering or advertising;
- 6.3.10 place into, or allow to be placed into, the Equipment any material other than Waste; and
- 6.3.11 use the Equipment other than in accordance with this Agreement and any instructions or training provided.

- 6.4 Unless you purchase the Equipment (**Goods**), property in the Equipment remains with us.
- 6.5 Unless condition 6.11 applies risk in the Equipment will pass to you on delivery so that you will be responsible for the safety and care of the Equipment.
- 6.6 You agree that the Equipment is suitable to contain and transport the Waste in the quantities/weights made known to us.
- 6.7 You will be responsible for, and shall indemnify us against any loss or damage to the Equipment while it is in your possession except for:
- 6.7.1 damage present on delivery and notified to us within 3 days of delivery;
- 6.7.2 damage caused by us provided that you notify us within 3 days of the day of the loss or damage.
- 6.8 If Equipment is rented by us you will comply with the conditions of rental notified by us to you from time to time.
- 6.9 Unless you receive and pay for a cleaning service from us, you will keep the Equipment reasonably clean and free from odours.
- 6.10 Unless we agree otherwise in the Order, we shall not be obliged to provide Equipment that is lockable.
- 6.11 If it is agreed between us in the Order or pursuant to condition 4.1 you shall pay the Equipment Care Charge.

7 Charge and Payment

- 7.1 You shall pay the Charge and other amounts set out in this Agreement in accordance with this Agreement.
- 7.2 The Charge is exclusive of VAT which shall be due at the applicable rate. You shall pay landfill tax at the prevailing rate whether or not it is the rate actually charged by the landfill operator at the time of disposal.
- 7.3 Unless you pay in advance, all payments shall be due and payable within 30 days of the date of the invoice. Time of payment is of the essence of this Agreement.
- 7.4 All payments shall be made in full without any set off or deductions. We may require you to pay in a manner specified by us.
- 7.5 If you fail to pay sums on the due date we may:
- 7.5.1 charge interest from day to day at the annual rate of 4% over the current Barclays Bank plc daily base rate; and/or
- 7.5.2 stop performing the Service until payment is received; and/or
- 7.5.3 end this Agreement.

Additionally we may seek court action for the recovery of any outstanding amounts and you shall reimburse us all the associated costs of taking such action, not limited to all legal and collection agency costs associated with the recovery of the outstanding amounts.

- 7.6 Without prejudice to condition 7.3 you shall check the accuracy of invoices and you will notify us within 14 days of the date of the invoice if you have any queries. If we do not receive any such notice the invoice will be treated as being accurate and payable. You agree that our records will be proof of the Service provided.
- 7.7 If we reasonably believe that amounts due from you will not be paid in accordance with this Agreement we may require payment, and you shall make payment, in advance of the Service or we may end the Agreement immediately. Payments in advance will be as a deposit.

7.8 If required we may provide copy tickets or Transfer Notes and we may charge a reasonable copying or administration charge.

8 Changes to the Charge

8.1 We may change the Charge at any time after the Commencement Date to take account of any increase in inflation or to the cost to us of providing the Service.

9 Your obligations

You shall:

9.1 comply with all Law relevant to you as a producer of Waste and as the user of the Equipment and ensure your employees and any other persons using the Equipment as your agent are trained to use the Equipment safely and correctly;

9.2 observe and comply with any minimum weight and/or maximum weight requirement set out in this Agreement. We may charge you an amount equal to any additional cost suffered by us arising from your failure to observe and comply with any such requirement.;

9.3 ensure that all persons acting for or on our behalf entering the Site shall be safe for the purpose of their visit;

9.4 so that the vehicle may enter and exit the Site without delay and without causing injury to persons or damage to property, provide a suitable site for the Equipment and adequate facilities for manoeuvring the vehicle;

9.5 permit us such access to the Site and to the Equipment as is impliedly or expressly required by us for the purpose of delivering, moving, removing or maintaining the Equipment and for performing the Service;

9.6 present Waste on the dates of collection that is inside the Equipment. Unless stated on the Order we are not obliged to collect Extra Waste. We are not obliged to collect Loose Waste.

9.7 if it is agreed that we will collect Extra Waste, you shall ensure that the Extra Waste is contained and clearly identified as belonging to you and you shall pay the Charge as reasonably determined by us and indemnify us against any costs we incur in respect of the removal of waste that is not Extra Waste.

10 Warranties

You warrant:

10.1 that the Recyclable Waste will meet the Recyclable Waste Standard;

10.2 that all the details relating to the Waste set out in this Agreement or in the current Transfer Note are sufficiently accurate and complete so as to prevent us from incurring any criminal or civil liability;

10.3 that the details relating to the quantity and weight of the Waste made known to us before we made this Agreement are true.

11 Indemnity, Liability and Insurance

Our liability is limited and excluded in this condition. This condition contains a general indemnity from you to us.

11.1 The express terms and conditions of this Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by Law.

11.2 Nothing in this Agreement limits or excludes our liability for death or personal injury caused by negligence, for fraud or any other liability that cannot be lawfully excluded under applicable Law.

11.3 Neither of us shall be liable to the other for any loss which:

11.3.1 could have been avoided or reduced;

11.3.2 is not notified to the other immediately upon becoming aware of it;

11.3.3 is caused by the other (or the other's agents, employees or sub-contractors);

11.3.4 is not a natural or direct result of negligence or default; or

11.3.5 which is indirect (and loss of profit, revenue and reputation is always indirect), incidental, consequential or special in nature.

11.4 Subject to conditions 11.1, 11.2 and 11.3 if you suffer any loss or damage (including without limitation damage to property **through negligence**) our maximum liability to you in respect of the incident or series of related incidents or claims will be limited to the total payments in respect of this Agreement over the preceding 12 months (or the period of the Agreement if less than 12 months) to the date that loss or damage was suffered.

11.5 Neither of us shall have any liability under, or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond our reasonable control.

11.6 You shall indemnify us from and against any costs, charges, damages or losses incurred by us arising directly or indirectly from your fraud, negligence or failure to perform or delay in performance of any of your obligations under this Agreement.

11.7 You shall obtain and maintain insurance which is sufficient to cover your liabilities under this Agreement.

11.8 Any advice or recommendation(s) given by us and followed or acted upon by you will be at your risk.

12 Termination

12.1 You may terminate this Agreement if you give us not less than 3 months and not more than 6 months notice in writing to expire on any anniversary of the Commencement Date after expiry of the Initial Service Period.

12.2 We may terminate this Agreement:

12.2.1 if you commit any breach of this Agreement and if capable of remedy you fail to remedy the breach within the time specified by us;

12.2.2 if you fail to pay any amount due to us under this Agreement;

12.2.3 if you suffer an Insolvency Event; or

12.2.4 at any time.

12.3 If we terminate the Agreement under condition 12.2.1 to 12.2.3 you shall pay us liquidated damages equal to 40% of the Charge that would have become payable for the period starting on the date we terminate the Agreement and ending on the earliest date on which you could have terminated the Agreement under condition 12.1. If you received a Call-Out Service it is agreed that the Service would have been carried out at frequencies referred to in condition 3.2.

13 At the end of the Agreement

13.1 At the end of the Agreement you will stop using the Equipment. You give us irrevocable permission to enter the Site or any other premises owned, occupied or controlled by you where the Equipment is situated to repossess the Equipment.

13.2 You will indemnify us against the cost of taking possession of the Equipment and repairing, cleaning or replacing the Equipment.

13.3 Notwithstanding condition 7.3 you shall pay all Charges due for the Service and other amounts due under this Agreement immediately.

13.4 You appoint us as your agent for the purpose of completing and signing a Transfer Note or any other documentation required for the lawful collection, transportation, recycling and disposal of any Waste or other material remaining in the Equipment when we remove the Equipment.

13.5 Termination of this Agreement shall be without prejudice to any rights or liabilities of either party which may have accrued to that date.

13.6 Any conditions which expressly or by implication are to survive termination will do so.

14 General

14.1 Time

Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions.

14.2 No set-off

All payments by you will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless you are compelled by law to deduct or withhold any such amounts, in which case you will pay us such additional amount as will ensure that we are paid the full amount we would have received but for such deduction or withholding.

14.3 Relationship

We are independent businesses and not principal and agent, partners, or employer and employee.

14.4 Severability

If any part of these Conditions is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Conditions and the remaining provisions of the Conditions will otherwise remain in full force.

14.5 Notices

All notices under this Agreement (except notices under conditions 3.3, 4.2, 6.8 and 8.1) will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

14.5.1 by first-class post: two Business Days after posting;

14.5.3 by hand: on delivery;

14.5.4 by facsimile: on receipt of a successful transmission report from the correct number, and

14.5.5 by e-mail: on receipt of a delivery or read receipt mail from the correct address.

14.6 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

14.7 Rights of Third Parties

This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.8 Priority

The terms of the Conditions prevail over those of the Order or schedule (if any).

14.9 Entire Agreement

The Agreement constitutes the entire agreement between us in relation to its subject matter. No other terms apply.

14.10 Assignment and Sub-Contracting

This Agreement is personal to you and you may not assign or otherwise transfer it. We may assign, transfer or otherwise deal with any or all of our rights and obligations under this Agreement and you consent to all such dealings. The Service may be provided by a sub-contractor to us.

14.11 Amendments

Any amendment to the Agreement is invalid unless we accept it in writing. We may amend the Agreement at our option if we consider it necessary to comply with changes in Law or our interpretation of the Law.

14.12 Confidentiality

You shall at all times (including for a period of 12 months from the end of this Agreement) keep confidential and secret and shall not disclose to any person (other than a person authorised by us) all information (including the Charge which you acknowledge is highly confidential) and other matters acquired by

you in connection with this Agreement provided that this shall not apply to information that is required to be disclosed by Law, disclosed to professional advisers who are aware that it is confidential, or is in the public domain otherwise than as a result of a breach of this condition 14.12.

- 14.13 Data Protection
We may require a credit application from you and in processing the credit application you agree that we may make enquiries of credit reference agencies or other sources, who may keep a record of our enquiry, and that we may use any information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing.
- 14.14 Governing Law & Jurisdiction
14.14.1 This Agreement will be governed by the law of England and Wales.
14.14.2 Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.

Additional Conditions for the Sale of Goods

Applicable if we sell Goods to you

- 1.1 You shall pay the purchase price set out in the Order or otherwise agreed between us.
- 1.2 The Goods shall be at your risk from delivery.
- 1.3 In spite of delivery having been made property in the Goods shall not pass from us to you until you have paid the purchase price plus VAT in respect of all Goods we have supplied to you.
- 1.4 We shall be entitled to recover the purchase price notwithstanding that property in any of the Goods has not passed to you.
- 1.5 Notwithstanding that the Goods remain our property you may use the Goods as contemplated by this Agreement.
- 1.6 Until such time as property passes from us you shall upon request deliver up the Goods. If you fail to do so, we may enter upon the Site or any other premises owned, occupied or controlled by you where the Goods are situated and repossess the Goods.
- 1.7 You shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are our property.
- 1.8 To the extent that the Goods are essential to the provision of a Service by us, you shall ensure that the Goods are available, operational, maintained and kept in good and safe condition. We shall not be responsible for any failure to provide the Service if you fail to do so.

Additional Conditions of Supply

Applicable to simplyskip service

- 1.1 We shall not be obliged to place the Equipment on the public highway.
- 1.2 If you require us to place Equipment on the public highway you shall comply with all relevant Law as to placing Equipment on the public highway (including the following, which is not an exhaustive or complete list: the requirement for cones and lighting) and you shall obtain and maintain all necessary permits, authorisations or licenses for the period that the Equipment is on the public highway. You shall provide evidence to us on demand to satisfy us of your compliance with this condition 1.2.

Additional Conditions of Supply

Applicable to simplyjunk service

- 1.1 You shall ensure that when we arrive at the Site the Waste is ready for collection:
1.1.1 in the quantity (weight and size) you made known to us before we agreed to collect it; and
1.1.2 without delay

If you require it, our operative may, in his absolute discretion, collect a greater quantity of Waste than the quantity you made known to us before we agreed to collect it and we may make a reasonable additional charge in this respect.

- 1.2 You shall be present at the Site at the time we arrive to collect the Waste. If you are not present at the time we arrive to collect the Waste, you may leave the Waste outside (but within the boundary of the Site and not on the public highway) and you give us your irrevocable permission to enter onto the Site to perform the Service. You shall ensure that the Waste is clearly identifiable as the Waste and is accessible by us. We will not be liable to you if we mistakenly collect material that is not Waste. You will indemnify us against losses or costs incurred by us arising from the removal of non-Waste. We will not be liable if we do not perform the Service because the Waste is not clearly identifiable and/or accessible.

Additional Conditions of Supply

Applicable to you if you are a broker

1. You shall:
1.1 comply with all Law relevant to you as a broker of Waste;
1.2 procure and ensure that the producer of the Waste observes the terms of this Agreement and complies with your obligations under this Agreement;
1.3 indemnify us from and against all losses, damages and costs arising from any act, omission, negligence or breach of these Conditions by the producer of the Waste.
2. You may terminate the provision of the Service at any Site by giving us an original or a certified true copy of a letter terminating the Service as between you and the producer of the Waste.

Definitions

In these conditions the following definitions apply:

Agreement means the Order and the Conditions.

Business Day means a day excluding Saturday, Sunday and bank, public and local holidays.

Charge is the charge or charges (including disposal charge, charge per lift, transport charge, EPA charge and rental charge) for the Service set out in the Order as amended from time to time in accordance with these Conditions.

Commencement Date means the date on which both of us sign the Order.

Conditions means the standard terms and conditions set out in this document.

Customer is the company, partnership, LLP, trade or business for whom we have agreed to provide the Service in accordance with these Conditions (referred to as **you** and **your** shall be interpreted accordingly).

Equipment means any and all equipment including containers, compactors and balers provided by us to you as part of the Service.

Equipment Care Charge is the charge payable by you to us in consideration for our retaining risk in the Equipment despite that it is in your possession.

EPA Charge is the EPA charge set out in the Order or, if none is specified, a reasonable EPA charge specified by us from time to time.

Extra Waste is Waste presented for collection which is not placed inside the Equipment.

Goods means any Equipment that we sell to you.

Initial Service Period is the initial service period set out in the Order or, if it is not specified, is 24 months.

Insolvency Event occurs if you are unable to pay your debts as they fall due, shall have a receiver, an administrator or an administrative receiver appointed for the whole or any part of your assets or if an order is made or a resolution passed for winding-up (unless this is for the purpose of its reconstruction or amalgamation) or being an individual you shall have a bankruptcy order made against you or you compound with your creditors or come to any arrangements with your creditors.

Law means any bye-law, statute, European Community Directive or the requirements of any government department, local authority or other public or competent authority, and guidelines including those contained in government waste management papers and codes of practice issued by the government for the waste management industry and which are relevant under this Agreement.

Loose Waste is Waste presented for collection that is not placed inside the Equipment and is not contained in any way.

Order is the operating agreement set out overleaf and any other document or schedule that is signed by us and which identifies the Service to be provided by us to you.

Recyclable Waste is Waste that we recycle.

Recyclable Waste Standard means the recyclable waste standard required and specified by the processor from time to time.

Service is the service set out in the Order and that we agree to provide to you in accordance with these Conditions.

Service Start Date is the service start date set out in the Order and if no service start date is specified it is the later of (1) the delivery date set out in the Order, or (2) date which is one calendar month after the Commencement Date or (3) the earliest date on which you can terminate your existing contract for waste services at the Site.

Site means your site at which we are to provide the Service specified in the Order.

Transfer Note is the document in the prescribed format which is completed by you and signed by both of us in compliance with the Law.

Waste is the waste transferred by you to us which is described and identified in the current Transfer Note and in relation to which we have agreed to provide the Service.

We is Camo Limited (trading as Simply Waste Solutions) trading from Station Yard, Station Road, Langley, SL3 6ED (company registration number 06524298) (and **us** or **our** shall be interpreted accordingly).

Construction

- 1.1 Unless the context otherwise requires:
1.1.1 each gender includes the others;
1.1.2 the singular includes the plural and vice versa;
1.1.3 references to the Agreement includes the Conditions, the Order and its schedule (if any);
1.1.4 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
1.1.5 clause headings do not affect their interpretation;
1.1.6 general words are not limited by example; and
1.1.7 references to legislation include any modification or re-enactment thereof.