

**COUNTYCLEAN ENVIRONMENTAL SERVICES LIMITED CONTRACT AND STANDARD CONDITIONS**

BETWEEN:

- (1) "The Service Provider": shall mean COUNTYCLEAN ENVIRONMENTAL SERVICES LIMITED of Rochester House, Ackhurst Business Park, Foxhole Road, Chorley, England, PR7 1NYA (Company Number. 06241918) and/or any third party appointed by County Clean as necessary from time to time and;
- (2) "Customer": the person(s), firm or the company who purchases the Services from the Service Provider.

**Background**

1. The Customer has requested that the Service Provider provide certain services to the Customer.
2. This Contract is entered into between the parties for the supply of Services (as defined in these Conditions) by the Service Provider to the Customer as further detailed and set out in the attached Agreement subject to the provisions of the terms and conditions ("Conditions") printed herein and collectively forming this Contract.
3. The Service Provider and the Customer agree to be bound by the Agreement and Conditions, together forming this Contract in respect of the supply of the Services by the Service Provider to the Customer which together with any other documents attached hereto shall form part of this Contract for the supply of the Services.
4. The Customer acknowledges that it has read this Contract and Conditions and understands and agrees to be bound by them.

**CONTRACT AND STANDARD CONDITIONS**

**1 Understanding these Conditions**

A number of words are used in these Conditions which have special meanings. Where this is the case the relevant words as defined begin with a capital letter. The meanings of these specially defined words and other guides to understanding these Conditions can be found in the Glossary at the end of these Conditions.

**2 Services**

- 2.1 The Customer pursuant to the Contract engages the Service Provider to provide the Services to the Customer and the Service Provider agrees to provide the Services for the Term upon the terms and subject to the conditions of the Contract.
- 2.2 All proposals made, quotations given, instructions accepted and contracts entered into by the Service Provider with any person for the supply of the Services are subject to these Conditions to the exclusion of any other terms and conditions subject to which the Contract is accepted or purported to be accepted by the Customer.
- 2.3 If any Additional Services are required to complete the Services contracted between the Service Provider and the Customer, or any Additional Services are required once the contracted Services have been completed, the Service Provider will adjust its Charges and give notice of the adjustment in writing to the Customer within 7 days from the finding of any required Additional Services.
- 2.4 Any dates specified by the Service Provider for the supply of the Services are intended to be an estimate and time for supply of the Services shall not be made of the essence by notice. If no dates are so specified, the supply of the Services will be within a reasonable time.
- 2.5 Unless otherwise agreed by the parties in writing, the Customer shall at its own expense supply the Service Provider with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Service Provider to provide the Services in accordance with the Contract.
- 2.6 The Services shall insofar as is reasonably practicable be provided in accordance with the specification (if any) set out in the Agreement but subject to these Conditions and shall be performed at such times as the Service Provider shall in its sole discretion decide.
- 2.7 If the Service Provider supplies some but not all of the Services, the Customer is not entitled to object or reject the Services or any part of them by reason of the shortfall and shall pay for such Services at the pro rata Agreement rate.
- 2.8 The Customer shall afford to the Service Provider all reasonable co-operation in all matters relating to the performance of the Service Provider's obligations under the Contract. In particular but without limitation to the foregoing, the Customer shall:
  - 2.8.1 promptly and fully respond to all communications of the Service Provider relating to the provision of the Services and to liaise with the Service Provider on matters relevant to the provision of the Services;
  - 2.8.2 conduct its affairs at all times in a proper and reputable manner observing all legal requirements in relation to its business;
  - 2.8.3 provide proper and clear instructions to the Service Provider in respect of its requirements in relation to the Services, any Additional Services or in connection with the Contract;
- 2.9 Throughout the Term of the Contract:
  - 2.9.1 the Customer shall afford the Service Provider such access to the Customer's information or records, and other materials relevant to the Services as the Service Provider may require in connection with or to provide the Services;
  - 2.9.2 the Customer shall assume responsibility for complying with all laws and regulations in connection with the Services;
  - 2.9.3 provide at the Site Address adequate and appropriate access to facilitate the supply of the Services (the provision of which normally requires the use of heavy goods vehicles) including, but not limited to, the provision of appropriate and clear access through roadways free from inter alia but not restricted to overhanging branches, appropriate man-hole covers and adequate protection for underground drainage runs;
  - 2.9.4 The Service Provide reserves the right to decide whether access provided by the Customer for the Service Provide is reasonable;
- 2.10 The Service Provider does not warrant, guarantee or undertake on behalf of any third party supplier or service provider that access to any facilities or any products or services will be uninterrupted or of any particular level of availability or quality.
- 2.11 The Service Provider may correct any typographical or other errors or omissions in any brochure, quotation, advertisement, catalogue or other document relating to the provision of the Services without any liability to the Customer and such documents shall not form part of the Agreement or the Contract.
- 2.12 Each signed Agreement and Contract will be an offer to accept and purchase the Services subject to the Agreement, Contract and these Conditions.
- 2.13 In the event that the Waste when collected by or delivered to the Service Provider is in the opinion of the Service Provider different from that envisaged at the time of the Agreement the Service Provider may in its absolute discretion:
  - 2.13.1 refuse to accept or collect all or any part of the Waste;

**COUNTYCLEAN ENVIRONMENTAL SERVICES LTD**

Company registered in England & Wales under no. 06241918. Environmental Agency Licensed Waste Carrier no. CBDU93421.

VAT Registered no. 214 9466 01

- 2.13.2 make such increase in the Charges it sees fit;
- 2.13.3 terminate the Contract and Agreement without any liability to the Customer;
- 2.13.4 require the Customer at its own expense to remove the Waste from the Service Provider's equipment and/or premises;
- 2.13.5 require the Customer to pay the Service Provider's charges for returning the Waste to the Customer; and/or
- 2.13.6 dispose of the Waste in such manner as the Service provider thinks fit according to the duty of care under the Relevant Legislation, in which event the Customer shall indemnify the Service Provider against any loss or expense arising or incurred by the Service Provider in doing so.

### 3 Charges

- 3.1 Subject to any special terms agreed in writing by the parties, the Customer shall pay the Charges and any expenses together with such additional sums which are agreed between the Service Provider and the Customer for the provision of the Services and any Additional Services.
- 3.2 The Customer shall be liable for costs incurred as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Customer Material or any other cause attributable to the Customer.
- 3.3 The nature of the Services to be provided by the Service Provider are such that heavy equipment including vehicles, plant and/or machinery are frequently required in order for the Service Provider to provide the Services. In accordance with paragraph 2.8.3 above in entering into the Agreement and Contract, and in agreeing to these Conditions the Customer warrants to the Service Provider that access to the Site Address is passable and clear, without hindrance or risk of damage. The Customer shall be liable to the Service Provider for any damage to vehicle, plant, equipment or machinery caused or attributable to the Service Provider obtaining access to the Site Address.
- 3.4 The Service Provider shall be entitled to vary its standard Charges from time to time by giving not less than seven (7) days' written notice to the Customer. In the event of any Services provided out of usual business hours or on an emergency basis (meaning outside of the hours of 9am to 5.30pm Monday to Friday) the Service Provider shall be entitled to vary its standard Charges on providing 6 hours' notice to the Customer in writing.
- 3.5 All Charges and sums quoted payable to the Customer within the Agreement and Contract are exclusive of any VAT, for which the Customer shall be additionally liable at the applicable rate from time to time.
- 3.6 Where the Service Provider cannot identify the full extent, and therefore the full cost, of the Services in advance of carrying them out, the Service Provider shall, where the context provides that it is reasonably possible to do so, provide details of the applicable rate of Charges for the Services within the Agreement by way of indicative hourly rate Charge for equipment, personnel and Waste removal per or part gallon or per or part tonne. The Service Provider shall raise invoices calculated with reference to the rates as set out within the Agreement. Alternatively, where the Service Provider is unable or does not set out the Charges within the Agreement the Service Provider will be entitled to charge a reasonable fee per hour determined by the Service Provider at their discretion for carrying out the Services.
- 3.7 The Charges and any additional sums payable shall be paid in full by the Customer into such account as the Service Provider shall reasonably instruct (together with any applicable VAT and without any set-off or other deduction whether for withholding tax or otherwise) within the number of days stated on the Service Provider's invoice.
- 3.8 Where the Customer disputes the Charges as set out in any invoice issued by the Service Provider, the Customer must provide notice of their dispute in writing within 7 days from the date of the invoice setting out in detail why the dispute has arisen.
- 3.9 If payment is not made on the due date, the Service Provider shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of eight per cent (8%) above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full. The Service Provider reserves the right to claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.10 Where any sum owed by the Customer to the Service Provider under this or any other agreement is overdue, the Service Provider shall be entitled to cease work under the Agreement until such sum (together with such interest as may be due thereon) is paid and in the event that such default continues for longer than one month, the Service Provider shall be entitled but not bound (without prejudice to any other rights that he may have in respect thereof) to terminate the Agreement forthwith
- 3.11 The Customer shall reimburse the Service Provider for all out of pocket expenses incurred by it in connection with the Services for the Customer.
- 3.12 The Service Provider will not be obliged to provide Services unless all fees and disbursements due to it in relation to the provision of the Services are received in advance.
- 3.13 In the event that the Service Provider equipment and/or vehicles cannot be moved or removed from any Site Address as specified by the Customer within the Agreement then any additional costs associated with the Services and with the inability of the Service Provider to use the vehicle or equipment will also be charged to the Customer and be payable on demand. The Customer shall be liable to the Service Provider for any loss and damage sustained by the Service Provider in respect of any equipment damage suffered in the course of providing the Services. Such liability shall include and extend to the cost of retrieving the equipment, instructing other third parties to retrieve the equipment and/or the cost of replacing the equipment. The Customer shall be liable for the Service Providers time in respect of retrieval at the same rates as agreed in respect of the Services.
- 3.14 The Service Provider is entitled and shall charge for any Services which it is unable to carry out due to:
  - 3.14.1 a public holiday in the United Kingdom; or
  - 3.14.2 it not being able to gain access at the Customer's premises; or
  - 3.14.3 the Customer's premises being closed; or
  - 3.14.4 the Customer being in a shutdown period.
- 3.15 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). Any additional charge shall be payable by the Customer after seven (7) days' notice after the date of the Company's.

- 3.16 The Service Provider reserves the right to make delivery by instalments and render a separate invoice in respect of each such instalment. If the Service Provider exercises its right to make delivery in instalments in accordance with this clause 3.12, then any delay in delivering or failure to deliver any further instalment or instalments shall not entitle the Customer to reject the Agreement or the delivery of any other instalment or to withhold payment in respect of any instalment previously delivered.
- 3.17 Time of payment of any Charges shall be of the essence of the Agreement and Contract.

#### 4 Materials

- 4.1 The property, copyright and any other intellectual property rights in any Customer Material shall belong to the Customer. The property, copyright and any other intellectual property rights in any of the Service Provider Material shall belong to the Service Provider, subject only to the right of the Customer to use the Service Provider's Material during the Term of the Agreement and Contract.
- 4.2 The Customer warrants that any Customer Material and its use by the Service Provider for the purpose of providing the Services will not infringe the copyright or other rights of any third party, and the Customer shall indemnify the Service Provider against any loss, damages, costs, expenses or other claims arising from any such infringement.

#### 5 Confidential Information

- 5.1 The parties agree on the following terms not at any time during the Term to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the other party to this Contract.
- 5.2 All information (including, without limitation, the terms of the Contract, business and financial information, customer and vendor lists and pricing and sales information) disclosed by either of the parties (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to the Contract shall be confidential. The Receiving Party shall maintain the confidentiality of all such information and shall not, without the prior written consent of the Disclosing Party (i) utilise the same, directly or indirectly, for its own business purposes or for any other purpose or (ii) disclose the same to any third party. This clause does not apply to any information in the public domain or which is required to be disclosed in respect of the provision of the Services by the Service Provider, or pursuant to an order issued by a court of competent jurisdiction or applicable law or regulation or information which is disclosed by the Receiving Party to its professional advisors on a confidential basis.
- 5.3 The Customer specifically undertakes at all times to keep confidential any of the Service Provider confidential information (including this document, the lists or specific customer details and information relating to the Service Provider's business or affairs, pricing and details of the Services provided) confidential and specifically not to disclose (whether or not for profit) such list or information to any competitor of the Service Provider or any other person, firm or company engaged in similar activity during the Term and at any time following the date of expiry or termination of the Contract.

#### 6 Warranties and Liability

- 6.1 The Service Provider warrants to the Customer that the Services will be provided using reasonable care and skill. Notwithstanding any provision to the contrary, any dates, periods or times specified by the Service Provider in the Agreement and Contract are estimates only and time shall not be of the essence for the performance by the Service Provider of its obligations under the Contract.
- 6.2 The Service Provider shall not be liable for breach of the warranty in clause 6.1 unless:
- 6.2.1 The Customer gives written notice to the Service Provider within 14 days of the time when the Customer discovers or ought to have discovered the defect in the Services; and
- 6.2.2 The Service Provider is given a reasonable opportunity after receiving the notice of examining such Services and providing a response.
- 6.3 Subject to clause 9.2, the Company shall, at its option, correct such Services or refund the price of such Services at the pro rata Agreement rate for the service or services provided.
- 6.4 Except in respect of death or personal injury caused by the Service Provider's negligence, or as expressly provided in these Conditions, the Service Provider shall not be liable to the Customer by reason of any representation (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 loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business), damages, costs, expenses or other claims (whether caused by the negligence of the Service Provider, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client.
- 6.5 The entire liability of the Service Provider to the Customer under or in connection with the Contract shall not in any event exceed the amount of the Charges paid by the Customer for the provision of the Services.
- 6.6 The Customer acknowledges that the Service Provider has obtained total maximum public liability arising in connection with the performance or contemplated performance of the Services under the Agreement and that in the alternative to Paragraph 6.3 above, in the event that the same is rendered unenforceable, void or voidable the Service Provider's public and product liability shall be limited to £10,000,000 (£10million).
- 6.7 For the avoidance of doubt the sums referred to in this clause 6 are inclusive of all legal and other professional fees, costs and expenses incurred by the Customer in establishing and presenting any claim against the Service Provider.
- 6.8 The Service Provider shall not be liable to the Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement or Contract.
- 6.9 The Service Provider shall not be liable for any damage caused to any pipes and/or cables that may be broken during the undertaking of the Services or any Additional Services unless the Customer provides the Service Provider with the necessary information including but not limited to relevant service drawings and/or maps. In the event that a pipe is being excavated that is encased in concrete it is acknowledged that further damage may be caused to the pipework connecting to the section being excavated due to shockwaves travelling along the concrete. Such damage is unavoidable. The Customer agrees the Service Provider shall have no liability in respect of any such damage and the Customer shall be solely responsible for any necessary works arising as a result.
- 6.10 The Customer agrees to indemnify and keep the Service Provider fully indemnified from and against any loss, claim, legal or professional costs or any liability whatsoever incurred or suffered by the Service Provider as a result of negligence or any default by the Customer (or its employees, agents or representatives) of its obligations however arising in connection with the Services, together with expense,



claim, loss or damage which the Service Provider or any of its employees, agents, sub-contractors and other clients) may suffer due to the negligence or breach of the Customer (or its employees, agents or subcontractors).

- 6.11 The Customer agrees and acknowledges that the allocation of risk in this clause 6 is fair and reasonable in the circumstances having been taken into account in setting the level of the Charges.
- 6.12 Unless otherwise agreed in writing by the Service Provider, 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 and all Relevant Legislation including but not limited to;
  - 6.12.1 the statutory duty of care imposed by the EPA and the Environmental Protection (Duty of Care) Regulations 1991;
  - 6.12.2 the Hazardous Waste Regulations 2005;
  - 6.12.3 the Environmental Protection Act 1990
  - 6.12.4 the Carriage of Dangerous Goods by Road Regulations 1996;
  - 6.12.5 the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 2004;
  - 6.12.6 the Waste (England and Wales) Regulations 2011;
  - 6.12.7 any other relevant legislation
  - 6.12.8 the Waste Management Licensing Regulations 1994 (as amended); and
  - 6.12.9 to comply with 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.
- 6.13 The Service Provider shall have exclusive right to supply all Services as set out within the Description of Work section of the Agreement or where no covering pages to this document are provided by the Service Provider to the Customer as specifically set out in the Service Provider's written communications to the Customer such as email or as communicated orally by the Service Provider to the Customer in person or on the telephone in respect of all Waste 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 clause shall only apply if the Service Provider may deal with it under the terms of a waste management licence, environmental permit, or other consent under the Relevant Legislation owned by the Service Provider and/or its sub-contractor.
- 6.14 The Customer shall not allow or permit any third party to empty or move any Waste unless specifically authorised by the Service Provider to do so.
- 6.15 Where the Service Provider is to collect Waste, deliver or empty containers or remove a container from a Customer site and/or the Site Address, the Customer shall ensure that the Service Provider has unobstructed vehicular access to the site on which the Waste is located, and shall ensure that the Waste and any Site Address are safely and reasonably accessible by Service Provider personnel, equipment and vehicles for the purpose of collection and providing the Services. The Service Provider accepts no liability for damage caused to any Customer property, surfaces, driveways, drainage or other services over which access is required as part of the supply of the Services.
- 6.16 The Service Provider shall be entitled to levy a waiting time charge at the rate of £60 per hour or part thereof, or pro rata to the quoted rates per or part hour (whichever is the higher) if any vehicle or personnel of the Company has to wait at the Site Address in excess of 15 minutes such fee representing a genuine pre-estimate of costs incurred by the Service Provider as a result of not being able to complete Services at the time agreed with the Customer.

## 7 Force Majeure

- 7.1 The Service Provider 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 Service Provider's obligations under the Contract if the delay or failure was due to any circumstances or cause beyond the Service Provider's reasonable control.
- 7.2 Without prejudice to the generality of the foregoing, circumstances beyond the Service Provider's reasonable control shall include act of God, inability to access the Site Address, server crashes, virus attacks on equipment, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad weather, software, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Service Provider or of a third party).
- 7.3 The Service Provider shall not be liable to the Customer or be deemed to be in breach of the Contract or Agreement by reason of any delay in performing, or any failure to perform, any of the Service Provider's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Service Provider's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Service Provider's reasonable control; any import or export regulations or embargoes; any difficulties in obtaining raw materials, labour, fuel, parts or machinery; any power failure, breakdown in machinery, or operational difficulties relating to machinery.

## 8 Termination

- 8.1 The Contract may be terminated:
  - 8.1.1 forthwith by either party if the other commits any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within seven 7 days of a written request to remedy the same;
  - 8.1.2 forthwith by the Service Provider if the Customer fails to make payment of any sums due hereunder on the due date;
  - 8.1.3 forthwith by either party if the other shall become unable to pay its debt or otherwise suffer insolvency events;
  - 8.1.4 forthwith by the Service Provider upon notice to the Customer in the event that the Customer or its employees or agents shall engage in any conduct prejudicial to the business of the Service Provider or in the event that the Service Provider considers that a conflict or potential conflict of interest has arisen between the parties.
- 8.2 Where the Agreement is for the provision of recurring Service(s), the Agreement shall become an agreement for a period of one year which shall continue from year to year unless the Customer gives the Service Provider a minimum of six months' notice in writing that the Customer wishes to end the Agreement.
- 8.3 If the Customer terminates the Agreement pursuant to clause 8.3 above, the Customer must pay to the Service Provider an amount equal to sixty-seven per cent of the standard charge for whatever amount of /the agreement period remains unexpired. The Customer

must also pay to the Service Provider any overdue payments and interest that the Customer owes to the Service Provider under the Agreement and any costs incurred by the Service Provider in collecting from the Customer any payments still owed to the Service Provider.

8.4 Any termination of the Contract pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

8.5 The Service Provider may immediately terminate the Contract without liability to the Customer if, in the reasonable opinion of the Service Provider, any Waste at the Site Address is of a type with which the Service Provider is not permitted to deal under the terms of a waste management licence under the EPA owned by the Service Provider or as a result of any Relevant Legislation.

## 9 Acknowledgements

The Customer agrees and irrevocably declares and acknowledges as follows:

9.1 The Service Provider shall be entitled at its discretion to immediately terminate this Agreement and the provision of Services (or take all or any actions as are authorised under the Conditions) in the event that the Customer becomes a prohibited person (under relevant law including without limitation, by reason of capacity, solvency, qualification, undischarged bankruptcy, criminal or civil prosecution, residency or international embargo or restriction) or engage in any unlawful business (under relevant law), including without limitation any illegal activity, the Service Provider prohibited activities or activities not previously notified to or approved in writing by the Service Provider.

9.2 Under no circumstances shall the Service Provider and the Service Provider's officers be required to take any action which they consider unlawful or improper or which in their opinion may cause any of them to incur any personal liability and such refusal shall be without liability or breach of contract.

9.3 Any reference in the Agreement and this Contract to any provision of Relevant Legislation, 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 the Agreement and Contract 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.

## 10 Notices

10.1 Any notice or other communications to be given under the Contract shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery post (or if the recipient is in another country by prepaid airmail) to the relevant address(es) stated in the Contract (or to such other address as the addressee may from time to time have notified for that purpose) or sent by facsimile transmission.

10.2 Communications shall be deemed to have been received, if delivered by hand at the time of delivery, if posted two (2) working days or ten (10) working days if prepaid airmail after posting, and if sent by fax transmission, at the date of transmission.

## 11 General

11.1 This Contract together with the Agreement and Guarantee if applicable constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other warranties terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

11.2 In the event of any conflict between the provisions of these Conditions and the Agreement, these Conditions shall prevail. In the event of any conflict the parties shall adopt the meaning which best gives commercial efficacy to the Contract and Agreement having regard to the Service Provider's original intention.

11.3 The Service Provider may employ sub-contractors for carrying out any part of the Services and shall be entitled at all times in its absolute discretion to decide the number of and which of its employees, agents or sub-contractors shall provide the Services on behalf of the Service Provider.

11.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.5 The parties acknowledge and agree that the Contract shall not establish or constitute any relationship of partnership, joint venture, franchise or agency between the parties except as otherwise expressly provided or agreed and neither party shall have the power to bind the other without the other's prior written consent.

11.6 The Customer shall not assign, transfer, mortgage, charge or otherwise encumber or deal with in any other manner (including declaring a trust) all or any of its rights or obligations under this Agreement without the written consent of the Service Provider. References to the Customer include its personal representatives, permitted origins and successors in title. Each party warrants its power to enter into the Contract and has obtained all necessary approvals to do so.

11.7 Except as expressly provided (including in respect of indemnity), the parties do not intend any term of this Contract to create any rights or benefits to any other party other than the parties to the Contract or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any third party which exists or is available apart from the Act.

11.8 If any provision of the Contract or 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 the Contract or these Conditions and the remainder of the provision in question shall not be affected.

11.9 Reference to any statute or statutory provisions shall be deemed to include any statutory modifications or re-enactments thereof or any rules or regulations made thereunder or any enactment repealing and replacing the Act referred to.

11.10 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of persons whether corporate or incorporate.

11.11 Headings are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.

- 11.12 The law of England and Wales shall apply to the Contract and these Conditions, and the parties submit to the jurisdiction of the English and Welsh courts.
- 11.13 The Customer for the exclusive benefit of the Service Provider submits to the exclusive jurisdiction of the High Court of Justice in England and waives all rights to object to forum.
- 11.14 Nothing in this Agreement shall limit the right of the Service Provider to take proceedings in any other court of competent jurisdiction or in more than one jurisdiction, whether concurrently or not.
- 11.15 The Customer by this provision irrevocably appoints and authorises the person, firm or entity (if any) in the United Kingdom set out in the Contract to accept service on its behalf of all legal process and service on the entity shall be deemed good service on the Customer.

## GLOSSARY

### INTERPRETATION

The following words and phrases shall have the following meanings unless the context requires otherwise:

<b>"Additional Services"</b>	any other services other than the Services agreed to be provided by the Service Provider to the Customer on agreed terms and set out as such in the Description of Work section of the Agreement or where no covering pages to this document are provided by the Service Provider to the Customer as specifically set out in the Service Provider's written communications to the Customer such as email or as communicated orally by the Service Provider to the Customer in person or on the telephone
<b>"Charges"</b>	the Service Provider's charges from time to time for the provision of the Services unless otherwise expressly agreed with the Customer and specified in the Agreement and Contract;
<b>"the Service Provider Material"</b>	any Documents or other materials, and any data or other information provided by the Service Provider in connection with or relating to the Services including any targeted press or mailing list;
<b>"the Site Address"</b>	the location where the Services have been contracted to take place as agreed by the Customer and Service Provider.
<b>"Contract"</b>	means the content of the Agreement and these conditions in addition to any Guarantee which together amount to the Contract for the provision of the Services by the Service Provider as to which these conditions are incorporated;
<b>"Documents"</b>	includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device (electronic or otherwise) embodying other data;
<b>"Customer Material"</b>	any Documents or other materials, and any data or other information provided by the Customer relating to the Services;
<b>"Relevant Legislation"</b>	means the statutory duty of care imposed by the EPA and the Environmental Protection (Duty of Care) Regulations 1991; the Hazardous Waste Regulations 2005; the Carriage of Dangerous Goods by Road Regulations 1996; the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 2004; the Waste (England and Wales) Regulations 2011; any other relevant legislation; the Waste Management Licensing Regulations 1994 (as amended); 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.
<b>"Agreement"</b>	means the entire content of the covering pages of this document including but not limited to the content confirming the Quote Reference, Invoice Address, Site Address, Description of Work, Quantity, Price Per and Total Cost, but may from time to time mean the content of the Service Provider's written communications to the Customer such as email or as communicated orally by the Service Provider to the Customer in person or on the telephone where no covering pages to this document are provided by the Service Provider to the Customer.
<b>"Services"</b>	means the service and administration services to be provided by the Service Provider for the Customer and specifically set out within the Description of Work section of the Agreement (and the Services shall include the Additional Services and Additional Caveats section of the Agreement where the context admits) or where no covering pages to this document are provided by the Service Provider to the Customer the service and administration services to be provided by the Service Provider to the Customer as specifically set out in the Service Provider's written communications to the Customer such as email or as communicated orally by the Service Provider to the Customer in person or on the telephone;
<b>"Term"</b>	the period from the start date to the end date being the minimum period for the provision of the Services as set out in the Agreement and Contract and continuing thereafter in full force and effect unless terminated in accordance with the provisions of these Conditions.
<b>"Waste"</b>	means the material to be addressed by the Service Provider as specified within the Description of Work section of the Agreement or where no covering pages to this document are provided by the Service Provider to the Customer as specifically set out in the Service Provider's written communications to the Customer such as email or as communicated orally by the Service Provider to the Customer in person or on the telephone;