

TERMS AND CONDITIONS

Date:	Revision Details	Page No.	Version No.
09/11/2023	New template	N/A	1.0
06/02/2024	Addition of refund policy – document formatting and numbering	N/A	2.0

This document is uncontrolled when printed

General Terms and Conditions of Sale

Chambers Waste Management plc

1 Definitions

- 1.1 “Contract” – the documents that set out these conditions and all other details about your agreement with us.
- 1.2 “We, us” – Chambers Waste Management Plc.
- 1.3 “You” – the person, firm, company, or other organisation hiring or buying the goods from us.
- 1.4 “Container” – skips, roll on roll offs, rear end loaders (REL), compactors, portable toilets, cesspit emptying, sacks, and wheeled bins.
- 1.5 These conditions override any terms and conditions you may have put forward, unless we have agreed to any other conditions in writing.
- 1.6 These conditions do not affect your rights as a person dealing as a customer, but not for business purposes.
- 1.7 The contract will be governed by English law.

2 Our charges

2.1 Charges for hiring goods

You must pay the hire charges shown in the contract. Hire charges will start at the time shown in the contract and will continue until:

- we have given you a collection ticket, or
- you have returned the goods to us in a clean and usable condition, and we have given you a receipt for them: whichever is the earlier

Hire charges are due all the time you have the goods including Saturdays, Sundays, and public holidays. You must pay all charges you owe when we ask for them.

2.2 Payment terms for buying goods

If you do not pay any amount when it is due, we will add interest to the amount that is overdue. We will add interest each day at a rate equal to 4% above The Bank of England base rate at the time. Charging interest will not affect any other rights we may have. You must also pay any of our reasonable expenses in recovering money or goods from you.

2.3 Delivery and collection charges

- You must pay us any agreed charges for delivering or collecting the goods.
- If we quote haulage charges, these only cover the time needed to load or unload our vehicle at the address you have specified. You must pay extra for any further time you cause us to spend including if we try to follow your instructions for delivering or collecting the goods/containers but cannot do so because of your acts or failure to do something.
- If we are unable to gain access to deliver or collect there may be a wasted journey charge applied. When you are requesting or ordering a vehicle delivering or collecting containers to leave the public highway you shall reimburse us in full in respect of any loss, costs, claims, damages or expenses we may thereby sustain whether as a result of damage to the vehicles themselves or the property of

Author:	Compliance Officer	Page 2 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

customers or third parties, but so that we shall remain liable in respect of any negligence on the part of ourselves or our employees.

3 Refund Policy

This describes how we handle refunds and outlines our policy. Our refund policy does not affect your statutory rights.

- 3.1 One clear working days' notice is required to terminate the order of the skip, waste bag, toilet or cesspit service.
- 3.2 Orders cancelled by 3.00 pm on the working day prior to the scheduled delivery date will be refunded in full. Any order cancellation must be confirmed by telephone or via email with our sales office.
 - Sales Office: 01483 504595
 - Email: enquiries@chambers-group.co.uk
- 3.3 Orders cancelled after 3.00pm on the working day prior to the scheduled delivery date will be subject to a 30% cancellation fee of the order price.
- 3.4 Exclusions
- 3.5 No refunds can be issued once a skip, waste bag or toilet has been delivered to the site address.
- 3.6 Skip road licence fees paid to the appropriate councils will be non-refundable.
- 3.7 Payment will be refunded to the customer's credit/debit card used on the order within 7 days from the cancellation of the order date.

4 Maximum hire period (if you are not a company or organisation)

- 4.1 If you are hiring on a 'cash on delivery' basis, the contract will end within 2 weeks of the beginning of the period of hire or unless you have sought prior agreement with us to extend the hire period.

5 When the contract starts

- 5.1 The contract comes into effect when you have placed an order and agreed to keep to these conditions, and we have accepted your order.

6 Safety instructions for hired goods

- 6.1 You must make sure that everyone who uses the goods/containers are properly instructed on how to use them safely and correctly, and that they have all the instructions we have supplied. You must make sure the goods/containers are not misused.

7 Your responsibilities when hiring goods

- 7.1 You become responsible for the goods/containers when you, or your agent, receive them. Your responsibilities include protecting the goods/containers and keeping them safe from the weather, theft, vandalism or improper use. At the end of the hire period we will collect the goods/containers.
- 7.2 Your responsibility does not end until the goods/containers have been returned or collected. You must not sell or in any way give up control of the goods/containers.

Author:	Compliance Officer	Page 3 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- 7.3 You will be responsible for any death, injury, loss or damage caused by the goods/containers being misused while they are hired to you.

8 Electrical goods

- 8.1 If any part of the goods is electrical it should be used with the original plug or sockets fitted to it. If you need to fit other suitable plugs or sockets to the goods, this must be carried out by a competent person who must also return the goods to their original condition.
- 8.2 You must make sure you have a suitable supply of electricity for the goods. Never use electrical goods that are not earthed correctly unless the goods are double insulated.
- 8.3 You must keep to all regulations which apply, including the Electricity at Work Regulation 1989, while you are responsible for the goods.

9 Maintaining hired goods/containers, breakdown procedures and reporting accidents

- 9.1 You must make sure the goods/containers remain safe, clean and in working order. If the goods breakdown or are not working properly you must report this to us immediately.
- 9.2 You must not repair the goods/containers unless you are authorised by us.
- 9.3 You must return the goods/containers for us to examine them unless we have agreed otherwise.
- 9.4 You must tell us immediately if the goods/containers are involved in any accident resulting in damage to the goods/containers or to the property, or injury to any person.
- 9.5 You must take all necessary steps to make the goods/containers safe and to protect them against theft or damage.

10 Where hired goods/containers are placed

- 10.1 The hired goods/containers must not be moved from any site agreed by us unless you have our written permission.
- 10.2 You warrant that with respect to each container ordered to be placed other than on private property the permission of the Highway Authority has been duly obtained under Section 31 of the Highway Act, 1971 and you undertake that they will ensure all conditions subject to which the aforesaid permission is granted shall observe at all times in particular will ensure that the container will be properly lighted during the hours of darkness.
- 10.3 In addition to undertaking to observe at all times the conditions subject to which the permission of the Highway Authority is granted as aforesaid (including in particular the provision of lamps and traffic cones) if containers are sited anywhere else where they are likely to be a contributory cause of damage or injury to third parties during hours of darkness you shall provide adequate warning lights on the containers and they shall also ensure the safe loading of material into the containers.
- 10.4 Damage to driveways

You should be aware that damage could occur when vehicles are instructed to leave the public highway. The most common cause of problems are:

Author:	Compliance Officer	Page 4 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- a) It is unlikely that private driveways are constructed to take the weight of a laden Skip Lorry so there is a probability that damage could occur when the loaded skip is collected.
- b) Access to domestic property is not normally of a width to allow easy access for a large vehicle therefore when manoeuvring some damage could occur to property (gate piers etc.)
- c) Although our employees will take every precaution to avoid any damage, the Company will not accept liability for any damage caused when delivering or collecting containers which are not on the public highway.

10.5 Skips (containers) on the highway

On ordering a skip to be placed on the highway the company will obtain a permit for the hire period, once a valid permit has been obtained the skip can be delivered, the skip will also come with the loan of two lights in good working condition. These lights are to be fixed to the loading lugs on the offside of the skip. Failure to return the lights at the end of the hire period or the return of lights damaged beyond economical repair will INCUR A CHARGE OF £15 PER LIGHT and you will be invoiced accordingly.

11 Limits of our liability

- 11.1 all the times we quote for delivering or collecting the goods are approximate.
- 11.2 we will not be liable for any delays caused by circumstances beyond our reasonable control.
- 11.3 if the goods breakdown or stop working properly, we will try to replace them or repair the fault as soon as reasonably possible after you have reported it to us.
- 11.4 if you hire or buy the goods for use in a business, we will not be liable for any indirect loss of business or profits, saving you expected to make, wages, fees or expenses caused by the goods or any part of them breaking down or stop working properly.

12 Waste Materials

- 12.1 The waste material must be of such a nature that the regulations issued by Secretary of State under the Environmental Protection Act 1998 (hereinafter call "Act") in force on the date of the removal of each loaded container exempt the waste material being removed from the provision of the Act.
- 12.2 That the required notice has been served under the provisions of Section 3(1) of the Act on the required Authorities in the form required by Section 3(2) of the Act covering the removal of each loaded container.

INTENTIONALLY LEFT BLANK

Author:	Compliance Officer	Page 5 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

12.3 The following is a List of Materials that have been deemed HAZARDOUS by the Environment Agency and may NOT be placed into the container without prior arrangement with us:

- Adhesives
- Animal Bi-Products
- Any wood considered hazardous
- Asbestos
- Batteries
- Cleaning Chemicals
- Computers
- Computer Monitors
- Contaminated Soils
- Explosives
- Fire Extinguishers
- Fluorescent Tubes
- Food Waste
- Fridges, Fuel
- Fuel Filters
- Liquid Chemicals
- Oil Filters
- Oil & Lubricants
- Paint, Photo Chemicals
- Persistent Organic Pollutants (POPS) Waste
- Resins
- Sleepers
- Thinners
- Toners
- Tree Roots
- TV Screens
- Tyres
- Used Absorbents
- Weee

12.4 No plasterboard permitted in mixed general containers, options available please call us.

12.5 Cement roofing boards are not permitted unless by prior arrangement and will be subject to additional charges, please call for details.

12.6 Mattresses are permitted at an additional charge per mattress, please call for details.

13 Insurance; payment for hired goods that are lost, stolen or damaged

13.1 You must pay to us the cost of replacing any hired goods which are lost or stolen or damaged beyond economic repair (that is if the repair would cost more than the equipment is worth).

13.2 You should insure the goods to the replacement cost. If you receive any money as settlement of any claim relating to the damage to or loss or theft of the goods, you must hold that money separately in trust for us and pay it to us when we ask you to. You must not negotiate any claim without our permission.

14 Lost, stolen, damaged or unclean hired goods

14.1 you are responsible for looking after the goods/containers and returning them to us in good working order.

14.2 you shall reimburse us in respect of any loss or damage to the containers whilst on hire to them from whatsoever cause the same may arise (fair wear and tear excepted). You shall also fully indemnify us in respect of any claims for injury to persons or property arising out of the use of the containers whilst on hire to you howsoever the same may be caused or arise.

14.3 you must pay us our reasonable costs of repairing or cleaning the goods if you return them damaged or unclean.

Author:	Compliance Officer	Page 6 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

15 Ending the contract if you hire in the course of the business

15.1 We may end this contract if:

- you break this contract; or
- you become bankrupt; or
- as a company, you start to be wound up or a receiver or administrator is appointed over all or part of your assets; or
- you enter into any agreement with your creditors or a voluntary agreement is made which affects you; or
- you enter into a voluntary agreement.

15.2 If we end the contract in these circumstances, it will end immediately and we may repossess any or all of the goods. If we end this contract, it will not affect our rights to recover any money you owe us under this contract or damages we claim as a result of you breaking this contract.

16 Ending the contract if you hire as a private individual and not in the course of a business

16.1 If you are hiring the goods as a private individual and not in the course of a business, we may end this contract if:

- you break this contract; or
- you become bankrupt; or
- you enter into a formal agreement with your creditors (those you owe money to).

If we end the contract in these circumstances we will work out the hire charges for the actual period you have had the goods.

17 Our rights of access

17.1 We may enter any land or premises where we reasonably believe the goods are. We may do this at reasonable times and after giving reasonable notice. We can only have this access if we need to inspect, test, service, or repossess the goods.

18 Ownership of and responsibility for the goods you buy

18.1 If you buy any equipment from us, you will become responsible for loss or damage as soon as the goods/containers are delivered to you.

19 End of the General Terms and Conditions of Sale for Chambers Waste Management plc.

Author:	Compliance Officer	Page 7 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0
ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION				

General Terms and Conditions of Sale

Chambers Runfold Plc

Please in particular note Clause 6.4 (Additional Charges) and Clause 10 (Limitation of Liability)

1 Definitions and Interpretation

- 1.1 "Additional Charges" means the additional charges provided for in Clause 6.4 (Additional Charges).
- 1.2 "Conditions" means the conditions set out in this document and includes any special terms and conditions expressly agreed in writing between the Seller and the Customer.
- 1.3 "Consumer" has the meaning given to it by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contract Regulations 1994.
- 1.4 "Contract" means the contract between the Seller and the Customer for the supply and purchase of Materials which includes these Conditions.
- 1.5 "Customer" means the person, firm or company who has agreed to purchase the Materials from the Seller as set out on the Order.
- 1.6 "Delivery Ticket" means the proof of delivery/collection ticket to be signed by the Customer and returned to the Seller setting out various details including the Customer's details and a description of the product type and quantity, delivery date and purchase order number.
- 1.7 "Destination" means the site and the point of unloading to which the Materials are to be delivered as set out in the Order (or such other location as the parties may agree).
- 1.8 "the Seller" means Chambers Runfold Plc (registered in England and Wales with Company No: 1832939) whose registered office is at Home Field Sand Pit, Guildford Road, Runfold, Farnham Surrey, GU10 1PG.
- 1.9 "Losses" means any damages whatsoever whether direct, indirect or consequential (including any liability to any third party, pure economic loss, loss of profits, loss of business and loss of goodwill), costs (including legal costs), charges or expenses.
- 1.10 "Materials" means the goods to be supplied by the Seller pursuant to the Contract and shall (in the context of exclusions or limitations of the Seller's liability contained in these Conditions or where the context admits or requires) include goods which are defective or otherwise non-compliant with the obligations of the Seller pursuant to the Contract or otherwise.
- 1.11 "Order" means the Customer's order for the Materials.
- 1.12 "Price" means the amount payable by the Customer to the Seller pursuant to the Contract in respect of the supply of the Materials (as detailed by Clause 3 (Price)).
- 1.13 "Specification" means any specification for the Materials, including any related plans and drawings, that is agreed by the Customer and the Seller.
- 1.14 A reference to a particular law is a reference to it as it is in force for the time being (taking account of any amendments, extension, application or re-enactment and including any subordinate legislation for the time being in force made under it).
- 1.15 These Conditions shall apply to any replacement Materials supplied by the Seller under a Contract.

2 Formation of Contract, Quotations and Orders

- 2.1 All Materials sold by the Seller shall be subject to these Conditions and any Contract shall be on the basis of these Conditions to the exclusion of all other terms and conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Materials described in them. They shall not form part of the Contract or be

Author:	Compliance Officer	Page 8 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

treated as a description of the Materials unless expressly stated in writing as doing so in the Contract. No Materials are sold by sample.

- 2.3 The Order constitutes an offer by the Customer to purchase the Materials in accordance with these Conditions.
- 2.4 The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.5 The Order shall be deemed to be accepted, and the Contract shall come into existence on the earlier of the Seller either:
 - a) Issuing a written acceptance of the Order; or
 - b) Commencing preparation for delivery of the Materials to the Destination.
- 2.6 Any quotation or estimate issued by the Seller may be withdrawn at any time before acceptance of an Order and shall be deemed to be withdrawn if an Order is not received within 30 days of its date.
- 2.7 A quotation or estimate given by the Seller does not constitute an offer to supply.
- 2.8 The Seller may make any changes to the Specification which are required to meet any applicable statutory or EU requirements or which do not materially affect their quality and performance.

3 Price

- 3.1 The Price is the price set out in the Seller's latest price list on the date of dispatch or as otherwise agreed between the parties in writing. Prices quoted are not fixed unless agreed in writing by the Seller.
- 3.2 The Price is exclusive of Value Added Tax, any other applicable tax and of any Additional Charges, all of which shall be invoiced to the Customer.
- 3.3 The Price is inclusive of the Aggregates Levy at the appropriate rate (if applicable).

4 Payment

- 4.1 The Seller may invoice the Customer on or at any time after the delivery of the Materials.
- 4.2 The Customer shall pay the Seller's invoices in pounds sterling and in cleared funds. Payments shall be made within 30 days of the Materials being delivered unless payment is a Cash Sale which must be satisfied in full before delivery.
- 4.3 Time for payment shall be of the essence and all payments payable to the Seller under the Contract shall become due immediately on its termination.
- 4.4 The Customer shall make all payments due under the Contract without deduction for set off, counterclaim, abatement or otherwise.
- 4.5 The Seller reserves the right in its absolute discretion at any time to demand reasonable security for payment or to insist upon payment by way of cleared funds for Materials before delivery.

Author:	Compliance Officer	Page 9 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0
ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION				

5 Refund Policy

This describes how we handle refunds and outlines our policy. Our refund policy does not affect your statutory rights.

- 5.1 One clear working days' notice is required to terminate the order.
- 5.2 Orders cancelled by 3.00 pm on the working day prior to the scheduled delivery date will be refunded in full. Any order cancellation must be confirmed by telephone or via email with our sales office.
 - Sales Office: 01252 783535
 - Email: enquiries@chambers-group.co.uk
- 5.3 Orders cancelled after 3.00pm on the working day prior to the scheduled delivery date will be subject to a 30% cancellation fee of the order price.
- 5.4 Exclusions
- 5.5 No refunds can be issued once the order been delivered to the site address.
- 5.6 Skip road licence fees paid to the appropriate councils will be non-refundable.
- 5.7 Payment will be refunded to the customer's account or credit/debit card used on the order within 7 days from the cancellation of the order date.

6 Delivery

- 6.1 The Customer shall ensure that the Seller has reasonable prior notice (a minimum of 24 hours) of the required time and date of delivery/collection and, where the Materials are being delivered, that the Seller (or its agent) is given sufficient particulars of the Destination.
- 6.2 Delivery will be deemed to have taken place when, at the Seller's option unless otherwise agreed between the parties:
 - a) The Seller notifies the Customer that the Materials are available for collection;
 - b) The Materials arrive at the Destination; or
 - c) delivery of the Materials is attempted by the Seller and the Seller is unable to deliver because the Customer re-directs a delivery, fails to take or provide a suitable or safe environment for a delivery (in whole or in part), fails to give the Seller adequate delivery instructions or fails to obtain appropriate licences or authorisations.
- 6.3 The Seller may deliver by instalments and tender a separate invoice for each instalment. Each delivery shall be a separate Contract and failure by the Seller to deliver any one or more of the instalments or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to terminate or rescind any individual Contract.

Author:	Compliance Officer	Page 10 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- 6.4 Without prejudice to any other rights or remedy available to the Seller an additional charge may be made if:
- a) the Customer requires delivery of Materials in quantities less than the Minimum Loads (where applicable) or outside the core hours of 0700 and 1730 Monday to Friday (excluding public holidays), Saturday 0700 to 1230.
 - b) The Customer re-directs a delivery;
 - c) The Customer fails to take delivery;
 - d) The Customer delays the collection of Materials;
 - e) The Customer fails to provide a suitable or safe environment for a delivery (in whole or in part);
 - f) The Customer fails to give the Seller adequate delivery instructions;
 - g) The Customer fails to obtain any appropriate licences or authorisations;
 - h) unloading of the delivery vehicle is delayed for more than 30 minutes after the Seller is ready to unload or in the case of concrete, is not completed within 30 minutes of arrival at the Destination;
 - i) Delivery cannot be effected because of unsuitable access at the Destination;
 - j) Unused Materials are returned to the Seller for disposal; or
 - k) Details of these charges are available on request. No charge will be made for cancellation by you up to two hours before the time of departure except in the event where goods have been specially processed to meet your requirements; in this event you will be liable for any expenses incurred by us.
- 6.5 The Customer must provide convenient and safe access to the Destination and the Seller shall be entitled to refuse to deliver over roads or over ground which it considers unsuitable. The Customer shall be liable for and shall fully indemnify the Seller against any Losses arising from any accident or damage occurring due to unsuitable access.
- 6.6 If the Materials are to be deposited on a street or public highway the Customer is responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property and shall fully indemnify the Seller in respect of all Losses which the Seller may incur as a result of such delivery.
- 6.7 Dates and times quoted for delivery are approximate only. The Seller shall not be liable for Losses resulting from any delay in delivery of the Materials or failure to deliver the Materials within three working days whether such delay or failure is caused by the Seller's negligence or otherwise. The Customer may terminate the Contract immediately by written notice at the end of that period of three working days.
- 6.8 Subject to Clause 10.3 (Limitation of Liability), should the Customer not terminate the Contract under Clause above then any liability of the Seller for continued non-delivery shall be limited to either (at the Seller's discretion):
- a) Replacing the Materials within a reasonable time; or

Author:	Compliance Officer	Page 11 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- b) Issuing a credit note for a reasonable percentage of the Price.

7 Inspection and Shortages

- 7.1 The Seller shall use reasonable endeavours to supply the quantity of Materials provided for by the Contract.
- 7.2 Subject to Clause 7.5 below, if the Customer has a claim for short delivery it must telephone the Seller as soon as reasonably practicable and shall then advise the Seller in writing within 48 hours of delivery (the "Notice Procedure") of such a claim.
- 7.3 If the Notice Procedure is not followed the Materials will be deemed to have been delivered in the quantities shown on the Delivery Ticket or, where there is no Delivery Ticket containing such details, the quantities shown on the consignment note, and the Customer shall not be entitled to make a claim in respect of alleged shortfall in the Materials.
- 7.4 Subject to Clauses 7.2 and 7.3 above and 10.3. (Limitation of Liability), the Seller's liability for any shortfall is limited to either (at its discretion):
 - a) Making good the shortfall within a reasonable time; or
 - b) Issuing a credit note for a reasonable percentage of the Price.
- 7.5 The Customer shall not in any case be entitled to reject the Materials if the Seller delivers up to and including 5% more or less than the quantity of Materials ordered. If the Seller delivers more or less than the quantity of Materials ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Materials.

8 Risk and Title

- 8.1 Risk in the Materials shall pass to the Customer on delivery as provided for in Clause 6.2 (Delivery).
- 8.2 Ownership of the Materials shall not pass to the Customer until the Seller has received payment in cleared funds:
 - a) Of all sums owed by the Customer to the Seller under the Contract; and
 - b) For any other goods or services that the Seller has supplied to the Customer in respect of which payment has become due.
- 8.3 Until ownership passes to the Customer the Customer shall:
 - a) Hold the Materials as the Seller's fiduciary agent and bailee;
 - b) Keep (at no cost to the Seller) the Materials separately and safely stored, satisfactorily protected and identified as the Seller's property; and
 - c) Only be entitled either to re-sell the Materials at full market value or use the Materials in the ordinary course of its business. For the avoidance of doubt it shall not be considered the "ordinary course of business" for the Customer to trade while subject to any of the matters or events described in Clause 12 (Default).

Author:	Compliance Officer	Page 12 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- 8.4 The Seller shall be entitled to recover payment for the Materials (including VAT, other taxes and Additional Charges) even though the ownership of any of the Materials has not passed from the Seller.
- 8.5 The Seller shall be entitled at any time to inspect or recover any or all of the Materials in the Customer's possession to which the Seller has title and for that purpose the Customer permits the Seller or its servants or agents to enter upon any premises occupied by the Customer or to which the Customer has access and where the Materials may be, or are believed to be, situated.
- 8.6 On termination of the Contract the Seller's rights in this Clause 8 shall remain in effect.

9 Quality

- 9.1 The Seller warrants that (subject to the other provisions of these Conditions) upon delivery the Materials shall:
- Be of satisfactory quality;
 - Be reasonably fit for the purpose for which they are normally used; and
 - Be reasonably fit for any particular purpose for which the Materials are being bought if the Customer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgment of the Seller.
- 9.2 The Seller agrees to manufacture the Materials in accordance with any applicable British Standards and Materials covered by harmonised European Standards will carry CE marking to the extent this is practicable.
- 9.3 Whilst every effort is made to maintain consistency in the characteristics of the Materials some variation is unavoidable and the Seller shall not be liable in respect thereof.
- 9.4 If the Customer can establish to the reasonable satisfaction of the Seller that:
- There is a defect in the workmanship of the Seller in relation to the Materials; or
 - The Materials are not in accordance with the quality or Specification contained in the Contract; or
 - There is some other failure by the Seller in relation to the Materials to comply with the Contract;
 - Then subject to the conditions set out in Clause 9.5 below, any liability of the Seller shall be limited to (at the Seller's sole discretion) either:
 - Replacing the Materials within a reasonable time; or
 - Issuing a credit note for a reasonable percentage of the Price.
- 9.5 Subject to Clause 10.3 (Limitation of Liability), in the case of a defect that is apparent on reasonable inspection or shortly after use, the Seller will not be liable under Clause 9.4 above unless:
- The Customer gives written notice of the defect to the Seller within 30 days of delivery / collection; and
 - The Seller is thereafter given a reasonable opportunity to examine the Materials before they are further used or in any way interfered with.

Author:	Compliance Officer	Page 13 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- 9.6 Subject to Clause 10.3 (Limitation of Liability), if the Seller either replaces the Materials or issues a credit note under Clause 9.4 then it shall have no further liability for a breach of Clauses 9.1 or 9.2. This Clause does not affect any other rights or claims of the Customer arising out of any other provision of the Contract.

10 Limitation of Liability

- 10.1 Save for where the Contract provides specific remedies to the Customer in respect of delay under Clauses 6 (Delivery), short delivery under Clause 7 (Inspection and Shortages) and defective Materials under Clause 9 (Quality), the following provisions set out the total liability of the Seller (including any liability for the acts or omissions of its employees, agents and contractors) for other loss and damage suffered by the Customer in respect of:
- Any breach of the Contract;
 - Any use made or resale by the Customer of the Materials, or any products incorporating the Materials; and/or
 - Any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the Contract or the supply of the Materials.
- 10.2 All warranties, conditions and other terms implied by statute or common law which may be excluded by law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions shall exclude or restrict the Seller's liability:
- For death or personal injury resulting from the Seller's negligence;
 - Under section 2(3) of the Consumer Protection Act 1987;
 - For any matter which it would be unlawful for the Seller to exclude or attempt to exclude its liability; or
 - For fraud or fraudulent misrepresentation.
- 10.4 The Seller shall have no liability for any defect in the Materials to the extent that the Losses suffered by the Customer or any third-party results from:
- Fair wear and tear;
 - wilful damage, negligence, abnormal working conditions, mis-use, alteration or repair of the Materials, failure to follow any British Standard, the Seller's or industry instructions relevant to the Materials, or storage of the Materials in unsuitable conditions (but this subclause shall not apply to any act or omission of the Seller);
 - Use of Materials following the expiry of the recommended shelf life; or
 - Our liability in respect of defects in our ready mixed concrete (including failure to comply with specifications) is limited to the cost of removal and replacement. We can only accept such liability where you can establish that:

Author:	Compliance Officer	Page 14 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- I. no additional water or other material has been added to the product after it has been declared by our agent or employee as ready for acceptance.
- II. the sample tested has been taken during discharge from our vehicle in accordance with the relevant clauses of BSEN12350 and BSEN206-1.
- III. all sampling, making, curing and testing of specimens has been carried out in accordance with the relevant clauses of BSEN12350 and BSEN206-1.
- IV. test results have been interpreted in accordance with BSEN206-1 or any specification previously agreed by us. It should be recognised that for a well-controlled continuous production there is always the slight probability of a result occurring below the compliance limit and that is not normally possible to predict its occurrence.
- V. references to the compressive strength in the specification shall unless otherwise agreed refer to compressive strength in concrete cubes, made, cured and tested in accordance with BSEN12350 and BSEN206-1 by an Approved Test House.
- VI. you have notified us of any result indicating a possible failure to meet the specification as soon as the results are available to you.
- VII. we have been given the opportunity of investigating any alleged defect and of making any recommendations as to any remedial action to be taken.

10.5 Subject to Clauses 10.1, 10.2, 10.3 and 10.4 above:

- a) The Seller's total liability in contract, tort, misrepresentation, restitution or otherwise, arising in connection with the performance of or contemplated performance of the Contract and the supply of the Materials shall be limited to the lower of:
- b) fifty thousand pounds (£50,000); or
- c) The Price.
- d) The Seller shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any of the following arising under or in connection with the Contract;
 - i. Pure economic loss;
 - ii. Loss of profits;
 - iii. Loss of business;
 - iv. Loss of goodwill;
 - v. Any additional costs, charges or expenses (including legal costs).

10.6 If the Materials are manufactured, processed or mixed by the Seller to the specification of the Customer or its agents the Customer fully indemnifies the Seller against all Losses awarded against, incurred by, paid or agreed to be paid by the Seller in settlement of any claim for infringement of any industrial or intellectual property rights of any other person.

Author:	Compliance Officer	Page 15 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

10.7 The Customer fully indemnifies the Seller against all Losses awarded against, incurred by, paid or agreed to be paid by the Seller in settlement of any other claim arising from any such manufacturing, processing or mixing described in Clause 10.6 above. The indemnity will be reduced in proportion to the extent that such Losses are due to the negligence of the Seller.

10.8 The legal rights of a Customer dealing as a Consumer are not affected by these Conditions.

11 Force Majeure

11.1 The Seller may defer delivery, terminate the Contract or reduce the volume of Materials delivered to the Customer and shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of the aforesaid delay, termination or reduced delivery or any failure to perform any of the Seller's obligations where it was due to any cause beyond the Seller's reasonable control (a "Force Majeure Event").

11.2 If the Force Majeure Event in question continues for a continuous period in excess of 90 days, either Party may give notice in writing to the other terminating the Contract.

12 Default

12.1 If the Customer:

- a) fails to make any payment to the Seller on the due date;
- b) Suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts;
- c) exceeds any credit limit assigned to the Customer from time to time by the Seller;
- d) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts;
- e) has a petition filed, notice given, resolution passed, or order made, for or in connection with its winding up or bankruptcy;
- f) is the subject of an application to court or order for the appointment of an administrator;
- g) has a receiver or an administrative receiver or an administrator appointed over any of its assets; or
- h) is in breach of any term of this Contract and (where such breach is capable of remedy) fails to remedy such breach within 14 days of being so requested to do so, then the full balance outstanding on any account between the Seller and the Customer shall become immediately payable and the Seller shall be entitled to do one or more of the following (without prejudice to any other right or remedy it may have):
 - i. require payment in cash or cleared funds in advance of delivery of any undelivered Materials;
 - ii. Cancel or suspend any further delivery to the Customer under any contract;
 - iii. Sell or otherwise dispose of any Materials which are the subject of any contract with the Customer; and/or

Author:	Compliance Officer	Page 16 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- iv. charge the Customer interest on the balance of monies due at the rate of 4% per annum above Barclays Bank Plc base rate in force from time to time from the date the payment became due until actual payment (whether before or after judgment).

13 General

- 13.1 Governing law and jurisdiction: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 13.2 Variation: Except as set out in these Conditions, any amendment or variation to a Contract or these Conditions shall have no effect unless expressly agreed in writing and signed by an authorised employee of the Seller.
- 13.3 Entire Agreement: The Contract constitutes the entire agreement between the parties and supersedes and extinguishes any previous arrangement, understanding or agreement between them relating to the subject matter of this Contract. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.
- 13.4 Safety Data Sheets: the Seller is required to produce health and safety/hazard data sheets for some of the products it sells. These sheets are available on request. These sheets are for information purposes only and do not form part of the Contract and the Customer agrees that the Seller will have no liability in respect of them.
- 13.5 Severance: If any Clause or subclause of these Conditions is held by any court or other authority of competent jurisdiction to be wholly or partly void or unenforceable the validity of the other Clauses or subclauses of these Conditions shall not be affected and they shall remain in full force and effect. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.6 12.6 Assignment: the Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.
- 13.7 12.7 Waiver: A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14 End of the General Terms and Conditions of Sale for Chambers Runfold plc.

Author:	Compliance Officer	Page 17 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

General Conditions for the Acceptance of Waste Chambers Runfold Plc

1. Interpretation

The definitions and rules of interpretation in this condition apply in these conditions:

- 1.1 Company – means Chambers Runfold PLC and any of its associated companies delivering the services
- 1.2 Customer – means the person, firm or company who purchases waste management services from the Company
- 1.3 Duty of Care – means such document prescribed by legislation from time to time and in such format as shall be satisfactory to the Company required for the transport acceptance and disposal of waste
2. This quotation is an offer which is subject to withdrawal without notice at any time and is subject to landfill space being available when required. This offer is open for acceptance within 14 days of it being made otherwise this quotation will lapse.
3. These Conditions override any other conditions the Customer may seek to introduce (whether before or after the date of this quotation). The Customer's conditions shall be of no effect unless specifically accepted in writing by the Company. The Customer accepts these Conditions by depositing waste at the Company's site.
4. The Customer shall provide to the Company a description of any waste in the format required by the Company which it requires the Company to receive, prior to the Customer delivering or the Company accepting any waste from the Customer. The Customer warrants that the waste is fully and accurately described on the Duty of Care Notes and other relevant documentation and shall keep sufficient detailed records to support the description. Should the description be inaccurate then the Customer shall indemnify the Company for any loss suffered by the Company as a result of such inaccuracy.
5. The Company may, at any time following receipt of a Duty of Care Note containing the description of the waste, analyse the waste and, at its discretion, proceed with the contract or terminate the contract with immediate effect.
6. If the Company terminates the contract then the Customer shall at the Customer's expense collect from the Company any waste delivered or which the Company collected pursuant to this contract within 24 hours of the Company's notification of termination.
7. If the Customer does not collect the waste pursuant to clause 6 then the Company shall at its discretion return the waste to the Customer or dispose of the waste itself. The Customer shall indemnify the Company for all costs incurred by the Company.
8. The waste and its manner of delivery must not breach the current conditions of the Company's Environmental Permit for the delivery site which may vary from time to time and is available for inspection at its Head Office, on the Company's website or available on request. The Customer warrants that it has inspected these documents.
9. Vehicles delivering waste must be properly loaded and, where required by legislation, sheeted or netted.

Author:	Compliance Officer	Page 18 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

10. Hours of entry to the site will be as posted at the site or as notified by the Company's Manager. These may be altered by the Company.
11. It is the Customer's responsibility to ensure that conditions on the site are suitable for their vehicles and the Company will be under no liability in respect of any loss or damage caused to the Customer's vehicle or any consequential loss or expense whatsoever resulting from such damage.
12. "Totting" by the customer or their employee is prohibited.
13. The Company reserves the right in its absolute discretion, without notice and without incurring any liability, to refuse admission onto its site and to refuse to allow the deposit of waste onto its site should weather conditions, staffing, plant, ratios of waste or other operational reasons make disposal of waste unsafe, environmentally unacceptable or risk infringement of the Company's Environmental Permit conditions or any other applicable legislation or where such load does not have legally complaint documentation.
14. The Company shall have no liability to the Customer in the event that it is hindered or obstructed in performing its obligations hereunder by the reason of any matter including but not limited to labour disputes, accidents, fire, explosion, plant or mechanical breakdown, adverse weather conditions, delays to transport, the actions or instructions of any public authority or any circumstances beyond the Company's control.
15. The Customer will make a full disclosure to the Company of the particulars of its Waste Carriers Licence by producing such details as the Company may at any time require.
16. The Company reserves the right to immediately withdraw any quotation or cease trading with the Customer in the event that the Customer does not hold a current Waste Carriers Licence or such Licence is withdrawn by the authorities.
17. The Customer shall indemnify the Company and keep it indemnified against all claims, proceedings, damages, costs, charges and expenses in respect of death or personal injury to any person or any loss or damage to any property which results from the characteristics of any waste deposited on the site by the Customer.
18. The Customer will be fully liable for all damage caused by it to the Company's property or third party property whilst on the Company's site. The Customer shall without limiting its obligation insure against liabilities for death or personal injury to any person or loss or damage to any property and all risks arising out of the performance of its obligations under this contract. The Company may call for evidence of such insurance cover being held.
19. Tipping into the Company's sites is strictly for account customers only. Subject to the Company opening an account for a given credit limit the terms of payment unless otherwise agreed in writing are full settlement within 30 days of the date of the invoice. If payment terms are not adhered to the Company reserves the right to withdraw credit facilities and to refuse to accept waste at any site.
20. The Company reserves the right to vary prices by giving the Customer one week's notice.
21. The Company shall not in any circumstances, so far as is permitted by law, be responsible for any loss, damage or expense (including indirect and consequential loss or damage) of any nature howsoever arising

Author:	Compliance Officer	Page 19 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

and including but not limited to any loss, damage or expense which results directly or indirectly from the negligent act of the Company, its servants or agents.

22. The Customer must comply strictly with the Site Rules, Visitors Rules and Contractors & Sub Contractors Rules.
23. The Customer shall not assign its rights and obligations under any quotation or contract with the Company without the prior written consent of the Company.
24. The Company may, without prejudice to any other rights, terminate the contract without notice if the Customer shall be in breach any of its obligations under the contract or shall or offer any arrangement or composition with its creditors or commit any act of bankruptcy or have a bankruptcy petition presented against it or (if the Customer is a company) if any resolution or petition to wind up shall be passed or presented or a receiver, administrative receiver or administrator of the whole or any part of its undertaking, property or assets shall be appointed.
25. The Customer shall comply at all times with the Company's Health & Safety Policies and Working Practice Policies, copies of which are available for inspection at the Company's Head Office. The Customer shall be deemed to have inspected these Policies.
26. The Customer shall supply all information necessary to ensure compliance with the COSHH Regulations.
27. Each right or remedy of the Company under the contract is without prejudice to any other right or remedy of the Company whether under contract or not.
28. If any provision of the contract is found by any Court, Tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, unreasonable, it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the contract and the remainder of such provisions shall continue in full force and effect.
29. Failure and delay by the Company in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the contract.
30. Any waiver by the Company of any breach of or any default under any provision of the contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.
31. The parties to the contract do not intend that any terms of the contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
32. The formation, existence, construction, performance, validity and all aspects of the contract shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.
33. These Conditions constitute the entire agreement between the parties with respect to the matters dealt with and supersede any previous agreement between the parties in relation to such matters.
- 34. End of the General Conditions for the Acceptance of Waste - Chambers Runfold Plc.**

Author:	Compliance Officer	Page 20 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

Terms of Trading

Chambers Runfold Plc & Chambers Waste Management Plc

1. Business customers and consumers

- 1.1 Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.
- 1.2 All other terms apply to all customers.
- 1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.
- 1.4 If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer which are not affected by these terms. Contact your local trading standards office for more information. Words in italic type are legal words which clarify, rather than alter, the meaning of the relevant clause.

2. Payment terms

- 2.1 You are to pay us in cash or in cleared funds on delivery, unless you have an approved credit account.
- 2.2 Business customers: If you have an approved credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.
- 2.3 If you fail to pay us in full on the due date we may:
 - 2.3.1 suspend or cancel future deliveries or collections;
 - 2.3.2 cancel any discount offered to you;
 - 2.3.3 charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;
 - a) calculated (on a daily basis) from the date of our invoice until payment;
 - b) compounded on the first day of each month; and
 - c) before and after any judgment (unless a court orders otherwise);
 - 2.3.4 claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
 - 2.3.5 recover (under clause 2.8) the cost of taking legal action to make you pay.
- 2.4 If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.
- 2.5 Business Customers: you do not have the right to set off any money you may claim from us against anything you may owe us.
- 2.6 Consumers: you may only set off money you claim from us against money you owe us with our written agreement and on such terms as we may state.
- 2.7 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien).

Author:	Compliance Officer	Page 21 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- 2.8 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.
- 2.9 Consumers: clause 2.8 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

3. Title

- 3.1 Consumers: your statutory rights are unaffected.
- 3.2 Business customers: until you pay all debts you may owe us:
- 3.2.1 all goods supplied by us remain our property;
- 3.2.2 you must store them so that they are clearly identifiable as our property;
- 3.2.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
- 3.2.4 you may use those goods and sell them in the ordinary course of your business, but not if:
- a) we revoke that right (by informing you in writing); or
- b) you become insolvent.
- 3.3 Business customers: you must inform us (in writing) immediately if you become insolvent.
- 3.4 Business customers: if your right to use and sell the goods ends you must allow us to remove the goods.
- 3.5 Business customers: we have your permission to enter any premises where the goods may be stored:
- 3.5.1 at any time, to inspect them; and
- 3.5.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.
- 3.6 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
- 3.7 You are not our agent. You have no authority to make any contract on our behalf or in our name.

4. Warranties

- 4.1 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.
- 4.2 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to ten million pounds.
- 4.3 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.

Author:	Compliance Officer	Page 22 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

4.4 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

5. General

5.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

5.2 If you are more than one person, each of you has joint and several obligations under these terms.

5.3 If any of these terms are unenforceable as drafted:

5.3.1 it will not affect the enforceability of any other of these terms; and 5.3.2 if it would be enforceable if amended, it will be treated as so amended.

5.4 We may treat you as insolvent if:

5.4.1 you are unable to pay your debts as they fall due; or

5.4.2 you (or any item of your property) become the subject of:

- a) any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
- b) any application or proposal for any formal insolvency procedure; or
- c) any application, procedure or proposal overseas with similar effect or purpose.

5.5 Business customers: All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.

5.6 Business customers: Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.

5.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.

5.8 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:

5.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or

5.8.2 which expressly state that you may rely on them when entering into the contract.

5.9 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

5.10 This Quotation is an offer which is subject to withdrawal on notice and to the materials being available when required and which is open to acceptance within 60 days after the date upon which it is made.

5.11 Any samples of the materials submitted to the customer are intended to indicate only the substance and the general character of the materials and we will not be liable if the colour, the grading or the particle shape of the bulk of the materials fails to correspond with any such samples.

Author:	Compliance Officer	Page 23 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

- 5.12 In this Quotation and in any contract between us and the customer any statements made by us as to the time or the date of delivery of materials or of collection of waste are to be treated as approximate estimates based on then current trading conditions. Although we make every reasonable effort to deliver and to collect at any delay in our effecting any delivery or collection.
- 5.13 We do not undertake to deliver or collect any load over roads or other ground which we consider to be unsuitable. If a vehicle used by us delivers materials to or (as the case may be) collects waste from a place situated off a public road, the customer will be liable for any accident and any damage which may result.
- 5.14 The customer shall ensure that each vehicle used by us to deliver materials or to collect waste will be unloaded or (as the case may be) loaded with all reasonable dispatch; and if it is detained for longer than ten minutes for each such operation we reserve the right to make a reasonable extra charge.
- 5.15 If the customer wished to claim that there is any shortage on delivery in respect of any materials or that any materials have been damaged in transit or are defective or otherwise do not accord with the contract, he shall within forty eight hours after their delivery give written notice to us and (in the case of any such shortage or damage) to any carrier by whom the materials were delivered. If the customer fails to give such notice the quantity of the materials shall be deemed to have been delivered in accordance with the contract in all respects. If the customer permits the unloading of the whole or any part of a load he shall be deemed to have accepted delivery.
- 5.16 Although we make every reasonable effort to supply good quality materials of the type specified in this Quotation or in any contract, if any materials supplied by us are shown in any way to be defective our liability shall be limited to the cost of their replacement; in no circumstances will be liable for any other loss or damage direct or indirect caused by or arising out of the failure of any of the materials to accord with the type or quality of materials ordered or by reason of any other matter whatsoever.
- 5.17 Unless otherwise expressly agreed by us in writing our prices for the supply of materials and for the collection of waste are based on our costs (including the cost of conforming to obligations imposed by Statute or Government Order) at the date when such prices were quoted or otherwise agreed, and we reserve the right to make a proportionate increase in our prices if there should be a increase in such costs.
- 5.18 Unless otherwise expressly agreed in writing our prices only cover working, delivery and collection on our normal working days and during our normal working hours, we reserve the right to make a reasonable extra charge.
- 5.19 Unless otherwise expressly agreed, our prices for materials only cover their supply from the normal run of production. Where the customer requires some different or special grading a reasonable extra charge will be made to cover any additional cost. A reasonable extra charge will also be made if at the request of the customer we deliver materials in quantities of less than a full vehicle load or we effect discharge of a load in any manner other than by immediate and continuous tipping at one point of discharge.
- 5.20 We will not be liable for any other breach of contract to any extent to which the same might be caused or might arise out of any matter beyond our control, including Act of God, force majeure, adverse weather conditions, war or hostilities, legislation, Government Order or direction, strike, lock-out, labour

Author:	Compliance Officer	Page 24 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION

disturbance, civil commotion, fire, accident, breakdown of machinery or lack complete deliveries or collections under such contract by any particular time (but without prejudice to our right to recover payment for any materials already delivered or for any waste already collected).

- 5.21 Where this Quotation includes terms relating to the collection of waste the customer warrants that such materials are inert and non-toxic and will not contaminate water supplies or atmosphere in the region of which they are tipped.

6. Lost, Stolen, Damaged or Unclean hired goods.

- 6.1 You are responsible for looking after the goods and returning them to us in good working order.
- 6.2 You must pay us our reasonable costs of any repairing or cleaning or even replacement if required, should these be returned damaged or unclean.

7. Your responsibility when hiring goods.

- 7.1 You must unload and load the goods at the address specified by you. You must also load and unload the goods at our premises when you or your agent collect or return the goods. If we supply any person to help you, you must give him or her clear instructions when necessary.
- 7.2 You become responsible for the goods when you, or your agent, receive them. If the goods are delivered to you, this will be when your responsibility starts. Your responsibilities include protecting the goods and keeping them safe from the weather, theft, vandalism or improper use. At the end of the hire period you must return the goods unless you have made arrangements for us to collect them. Your responsibility does not end until the goods have been returned or collected and we are able to give you a receipt for them. You must not sell or in any way give up control of the goods.
- 7.3 You will be responsible for any death, injury, loss or damage caused by the goods being misused while they are hired to you.

8. End of Terms of Trading for Chambers Runfold Plc & Chambers Waste Management Plc.

Author:	Compliance Officer	Page 25 of 25	Reference No:	CMS-PO-041
Approved by:	Finance Director	Issue Date: 09/11/2023	Revision No:	2.0

ALWAYS CHECK MANAGEMENT SYSTEM FOR LATEST VERSION