

STANDARD CONDITIONS OF SUPPLY

1. GENERAL

- 1.1 These Conditions apply to all agreements for the supply of services by Chambers Waste Management Plc or any of its fellow subsidiary or associate companies (Chambers) and supersede any previous terms and conditions. No additions or modifications to or terms inconsistent with these Conditions shall be binding upon Chambers unless specifically agreed in writing by Chambers.

2. DEFINITIONS

- 2.1 In these Conditions the following words and expressions shall have the following meanings:
- 2.1.1 "Charge" means the Collection Charge, the Daily Rental and the Delivery Charge.
- 2.1.2 "Collection Charge" means the amount per collection set out overleaf, as increased from time to time pursuant to Clause 4.
- 2.1.3 "Collection Site" means the site or sites further particulars of which are set out overleaf.
- 2.1.4 "Controlled Waste Description and Transfer Note" means any current document or documents so entitled completed by the Customer and Chambers pursuant to the provisions of the Environment Protection Act 1990 and regulations made thereunder which relates to the Waste covered by this agreement.
- 2.1.5 "Customer" means the customer further particulars of which are set out overleaf.
- 2.1.6 "Daily Rental" means the daily amount set out overleaf, as increased from time to time pursuant to Clause 4.
- 2.1.7 "Delivery Charge" means the amount set out overleaf.
- 2.1.8 "Disposal Site" means the site or sites further particulars of which are set out overleaf.
- 2.1.9 "Equipment" means each and every item of waste disposal equipment hired out by Chambers to the Customer, including containers.
- 2.1.10 "Expected Frequency" means the frequency stated overleaf, being (in a case where Collection Day and Frequency are not set out overleaf) the Customer's expectation of the frequency at which it will require the collection of Waste.
- 2.1.11 "Rental Period" means the period of one year commencing with the First Service Date specified overleaf and thereafter each successive period of one year.
- 2.1.12 "Service" means the provision of Equipment, collection of Waste, transport of Waste and disposal of Waste or any part thereof as agreed between Chambers and the Customer.
- 2.1.13 "Special Waste" means a Special Waste as defined in the Control of Pollution (Special Waste) Regulations 1990.
- 2.1.14 "Transgression" means any single breach of this agreement, tort or other act, default omission or statement of Chambers, its employees, agents or subcontractors in respect of which Chambers is held liable to the Customer.
- 2.1.15 "Vehicle" means each and every vehicle owned or operated by Chambers, its agents or subcontractors which visits any Collection Site to deliver, empty, replace or remove Equipment.
- 2.1.16 "Waste" means the waste further particulars of which are set out overleaf or in any current Controlled Waste Description and Transfer Note applicable to this agreement.

3. DURATION

- 3.1 The service shall commence with effect from the First Service Date given overleaf and shall continue for a period of one year and thereafter shall be renewed for successive Rental Periods without further action by the parties, unless terminated in accordance with Clause 16.
- 3.2 Subject to Clause 7.2 during the period of this agreement the Customer shall not obtain services similar to the Service from any third party.

4. PRICE AND PAYMENT TERMS

- 4.1 The Charge will be calculated as stated overleaf. The amounts stated overleaf are exclusive of VAT and the Customer shall pay all sums due in respect of VAT in accordance with the invoice for the service. Chambers will ensure that each invoice for the Service contain adequate details of the VAT charged.
- 4.2 All payments for the Service shall be due and payable within 30 days of the date of the invoice for the Service.
- 4.3 Without prejudice to any rights of the Customer under this agreement any sums of money due from the Customer which are not paid by the due date shall thereafter attract interest on a daily basis at a rate of four per cent per annum above the base lending rate for the time being of Barclays Bank Plc.
- 4.4 Except as provided in Clause 4.5, Chambers will keep the Collection Charge fixed for the first 12 month period of the agreement.
- 4.5 Chambers shall have the right to increase the Collection Charge at any time to take account of any extraordinary increase in costs to Chambers. Without prejudice to the generality of the foregoing such costs may include increases in disposal costs and fuel costs (including the impact of increases in duty on fuel). The Customer shall be given not less than one calendar month's notice of any variation of the Collection Charge under this Clause.
- 4.6 In addition to its rights under Clause 4.5, Chambers may increase the Collection Charge and the Daily Rental with effect from the first day of the month following the anniversary of the commencement of the Service and thereafter on each anniversary of that first day. Such increase shall be notified to the Customer at the beginning of the twelfth month of each Rental Period. If a Customer gives valid notice pursuant to Clause 16.3 to terminate the agreement it shall, until the termination takes effect, pay only the existing Collection Charge (as increased pursuant to Clause 4.5) and Daily Rental and shall not be subject to any increase notified under this Clause 4.6, but it shall nevertheless be obliged to sign a new Controlled Waste Description and Transfer Note in accordance with Clause 12.1.
- 4.7 Without prejudice to any other rights of Chambers, if there is or there arises reason to doubt that amounts due from the Customer will be paid in full then Chambers reserves the right to require payment in advance before commencing or continuing the Service.
- 4.8 Where the charge per lift is based on an Assumed Weight Chambers may revise the agreement (and consequently and proportionally the charge per lift) at any time if it reasonably believes that the actual average weight per collection is less than or greater than the assumed rate.

5. DELIVERY ACCESS UNLOADING AND RETURN

- 5.1 The Equipment shall be delivered to the Collection Site in the quantity specified overleaf.
- 5.2 The Customer shall provide suitable access to the Collection Site, a suitable area for siting the Equipment and suitable facilities for turning the vehicle around.
- 5.3 The driver of the Vehicle may in his/her absolute discretion refuse delivery if he believes that access to the Collection Site or turning facilities are unsafe or likely to cause damage to the Vehicle or if there is any reason to believe that the proposed area for siting the Equipment is unsuitable.
- 5.4 Where the Service includes the collection of liquid waste the Customer shall be responsible for the connection of Chambers' vehicle hose to the Customer's coupling where required and for the operation of all valves or other mechanisms which are the property of the Customer where required.
- 5.5 Subject to Clause 9.2, the Customer shall be responsible for the safety of any person (including the employees and agents at Chambers) whilst on or about the Customer's premises.

6. PERFORMANCE DATES AND FORCE MAJEURE

- 6.1 Chambers will use reasonable endeavours to meet the dates for collection set out overleaf but shall not be liable for late performance or delay in performance of the Service and delays shall not entitle the Customer to rescind the agreement.
- 6.2 Without prejudice to the generality of Clause 6.1, Chambers shall have no liability for any delay or default in the provision of the Service caused directly or indirectly by breakdown

or unavailability of Equipment or Vehicles, inability to obtain labour or any other causes beyond Chambers' reasonable control.

7. CHANGES IN CUSTOMERS REQUIREMENTS

- 7.1 Upon giving written notice to Chambers that its requirements for the Service have been modified or reduced, and provided that the Service is not obtaining services equivalent to the Service from any third party, the Customer may request Chambers to make modifications or reduction to the Service (whether as to Container Size, Collection Frequency (all as set out overleaf) or otherwise), and provided Chambers is satisfied as to the modifications or reductions in requirements for the Service, it shall modify or reduce the Service and the Daily Rental and Collection Charge as it considers appropriate.
- 7.2 If the Customer's requirements for the Service or for Waste management services shall at any time increase, the Customer shall notify Chambers in writing and request Chambers, in consideration of such increased Daily Rental and Collection Charge as Chambers shall consider appropriate, to modify or increase the Service accordingly. Only if Chambers fails to provide the modified or increased Service within one month of receiving the written notice shall the Customer be entitled to obtain services similar to the Service from any third party.
- 7.3 Chambers and the Customer shall join in making such written amendments to the form of this agreement and in executing such replacement Controlled Waste Description and Transfer Note as may be necessary to give effect to any changes agreed under this Clause 7.

8. RISK

- 8.1 Risk of any loss or damage to the Equipment shall pass to and remain with the Customer from the time when the Equipment first arrives at the Collection Site, except where the loss or damage arises from the negligence or wilful default of Chambers, its employees, agents or sub-contractors.

9. TERMS AND REPRESENTATIONS

- These Clauses set out the Customer's rights in respect of any loss or damage caused in the provision of the Service or any statements made by Chambers, its employees or agents. Customers are advised to read these provisions carefully and to check that they are covered by insurance against any loss or damage that they may sustain in respect of which the potential liability of Chambers is or may be restricted or excluded hereunder.
- 9.1 The Equipment shall be deemed to be in good working order and condition and fit for the Customer's purpose (save for defects not discoverable by a reasonable examination) except to the extent that the Customer has notified Chambers to the contrary within three working days of acceptance of the Equipment at the Collection Site.
- 9.2 Chambers accepts liability of death or personal injury to the extent that it results from negligence of Chambers, its employees or agents and further accepts liability for any breach on the part of Chambers of any condition or warranty as to title or quiet possession which may be implied by Section 7 of the Supply of Goods and Services Act 1982.
- 9.3 Subject to Clause 9.4 Chambers also accepts liability for any other direct loss or damage (but not any indirect or consequential loss, including without limitation loss of profits) in relation to the Equipment, the Service or items belonging to the Customer, its employees or agents including personal effects) to the extent that it results from:
- 9.3.1 a breach by Chambers of any of the express provisions of these standard conditions of supply, or
- 9.3.2 the negligence of Chambers, its employees or agents and does not result from negligence of the Customer, its employees or agents and so that Chambers shall not otherwise be liable for any defect in the Equipment or loss, damage, nuisance or interference whatsoever caused by or in relation to the Equipment, the Service or items belonging to the Customer, its employees or agents (including personal effects) and the same shall be the liability of the Customer.
- 9.4 Chambers' total liability (including for related costs, fees and expenses) in respect of any one Transgression (except one giving rise to a liability referred to in Clause 9.2) shall be limited to £50,000.
- 9.5 If any exclusion or limitation of liability or any other provision contained in this Clause 9 or otherwise contained in the agreement is held invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted but if Chambers thereby becomes liable for any defect or loss, damage or nuisance which would have otherwise been excluded, such liability shall be subject to the other exclusions, limitations or provisions set out in the agreement.
- 9.6 The provisions of this Clause 9 shall remain in full force and effect notwithstanding any breach of this agreement by Chambers, and shall apply to any such breach whether or not this agreement is terminated in consequence of such breach.

10. EMPTYING, REPLACEMENT AND REMOVAL

- 10.1 The Customer shall at all times allow Chambers, its employees or agents access to the Equipment to empty or replace it and on the termination of this agreement to remove it from the Collection Site.

11. EQUIPMENT

- 11.1 The Customer will confirm to any statutory enactments and regulations and bye laws and regulations of local or other statutory authorities which apply to the Equipment.
- 11.2 The Customer shall not:
- 11.2.1 overload the Equipment, or
- 11.2.2 set fire to the contents of the Equipment, or
- 11.2.3 interfere with the mechanism of the Equipment, or
- 11.2.4 add or attach to the Equipment any painting, sign, writing, lettering or advertising.
- 11.3 All Equipment provided shall remain the property of Chambers and the Customer will have no rights in the Equipment other than as a mere bailee. Chambers may, however, assign and sell its rights under this agreement and its rights in and to the Equipment. The Equipment must only be used by the Customer and must be kept at the Collection Site.
- 11.4 The Customer has agreed that the Equipment is suitable to contain and transport the Waste in the quantities specified. Chambers relies on the Customer's advice as to the quantity of Waste involved in the provision of the Service.

12. WASTE

- 12.1 The Customer and Chambers shall each sign a new Controlled Waste Description and Transfer Note:
- 12.1.1 without prejudice to Clause 12.3, at any time when there is a change in any of the details set out in sections B to F inclusive overleaf or on any Controlled Waste Description and Transfer Note, and
- 12.1.2 before the expiration of twelve months from the date of this agreement or any current Controlled Waste Description and Transfer Note.
- 12.2 The Customer warrants that the details relating to the Waste contained overleaf or in any Controlled Waste Description and Transfer Note are and will be true and complete. Chambers relies on those details in the provision of the Service. Chambers shall be entitled to take samples of the materials placed in the Equipment to satisfy itself that the description is accurate prior to collection and disposal. Such right shall under no circumstances relieve the Customer of its obligations to describe the Waste accurately.
- 12.3 Without Chambers' prior consent, the Customer may not place or cause to be placed in the Equipment any material other than the category of Waste indicated overleaf or, if such has been signed, in the current Controlled Waste Description and Transfer Note. Chambers shall be entitled, before giving its consent, to require the Customer to enter into a new agreement for the Service to replace this agreement. Where Chambers is to

incur increased costs in respect of the new category of Waste under the replacement agreement. Chambers may take those increased costs into account in the Charge for the Service under the replacement agreement.

- 12.4 Without prejudice to the generality of the provisions of this Clause 12, Chambers will be entitled to refuse to deal with any material:
- 12.4.1 when it has reason to believe it is toxic, poisonous, explosive, inflammable, or otherwise dangerous, or
- 12.4.2 the handling of which may cause Chambers to incur any civil or criminal liability, or
- 12.4.3 which it has reason to believe is or may be a Special Waste, or
- 12.4.4 the disposal of which might involve Chambers in additional expense or an unreasonable amount of extra work.

13. NAME PLATES

- 13.1 The Customer shall not remove, deface or conceal any name plate or mark indicating that the Equipment is the property of Chambers and Chambers shall at all times have access to inspect or repair such name plates or marks.

14. DISPOSAL

- 14.1 Chambers will use all reasonable endeavours to satisfy itself that any Disposal Site at which the Customer's Waste is disposed of is operated in accordance with statutory requirements where such Disposal Site is not operated by Chambers. However, Chambers accepts no liability whatsoever for any third party's failure so to operate.

15. LIABILITIES OF THE CUSTOMER

- 15.1 During the agreement the Customer shall make good to Chambers all loss or damage to the Equipment (fair wear and tear excepted).
- 15.2 Subject to Clause 9, the Customer shall indemnify and hold Chambers harmless against any injury demands, actions, costs, charges, expenses, loss, damage or liability to any persons or property arising from:
- 15.2.1 any act, omission or negligence of the Customer, its agents or employees; or
- 15.2.2 the provision of the Service.
- 15.3 If the Customer requests that the Equipment be placed in a position which requires the Vehicle to leave the public highway, the Customer shall indemnify and hold Chambers harmless against any loss, costs, claims, damages or expenses which Chambers may thereby incur whether as a result of damage to the Vehicle, the Equipment, the property of the Customer or a third party including damage to the road margin or pavements.
- 15.4 The Customer shall maintain insurance cover in respect of this indemnity and shall at the request of Chambers provide copy of the Insurance policy as proof of maintaining such cover.

16. TERMINATION

- 16.1 If the Customer commits any breach of this agreement Chambers may, in addition to its other rights in respect thereof, give notice to the Customer to terminate this agreement immediately or, at the option of Chambers, after 21 days from the date of such notice if the Customer shall not have remedied the breach to Chambers' satisfaction during that time.
- 16.2 If the Customer shall have a receiver, an administrator, or an administrative receiver appointed for the whole or any part of its assets or if an order shall be made or a resolution passed for its winding up (unless this is for the purpose of its reconstruction or amalgamation) then this agreement shall terminate forthwith.
- 16.3 Either party may terminate this agreement by the service of notice, which must be of not less than three month's duration, must be expressed to expire on the date which is three months after any anniversary of the commencement of the Service, must be in writing, and must be given in the manner set out in Clause 18.
- 16.4 If Chambers elects to terminate this agreement under Clause 16.1, or if the agreement is terminated under Clause 16.2, the Customer shall pay all Charges accrued due and in addition shall pay to Chambers as liquidated damages (and the Customer acknowledges this to be a genuine pre-estimate of the likely loss which Chambers would incur in such an event) to the period (the "Damages Period") from the date of such termination to the earliest date on which this agreement could validly be terminated by a notice given in accordance with Clause 16.3, the following amount:
- 16.4.1 in the case of Customers for which this agreement provides that Chambers is to collect Waste on a specific Collection Day with a specific Frequency, an amount equal to 41 per cent of the aggregate Daily Rental and Collection Charge which would have become payable in respect of the Service during the Damages Period,
- 16.4.2 in the case of Customers for which Chambers collects Waste not on a specific Collection Day but upon request, an amount equal to 41 per cent of the aggregate Daily Rental and Collection Charge which would have become payable in respect of the Service during the Damages Period on the following assumptions:
- 16.4.2.1 where the Service has been provided for less than three months, that collections would have been made during the Damages Period at the Expected Frequency set out overleaf; or
- 16.4.2.2 where the Service has been provided for more than three months, that collections would have been made during the Damages Period at the same average rate as during the three month's immediately preceding the termination date.
- 16.5 Termination of this agreement shall be without prejudice to any rights or liabilities of either party which may have accrued to that date.

17. AMENDMENT

- 17.1 Chambers reserves the right to amend this agreement as it considers necessary to comply with statutory requirements from time to time or any change in legislation governing the collection, transport and disposal of Waste and will notify any such amendment to the Customer as soon as practicable.

18. NOTICES

- 18.1 Any proposal acceptance agreement authority permission or notice referred to in this agreement shall be:
- 18.1.1 in writing and
- 18.1.2 given to the party for whom it is intended at the address for that party as set out in the agreement, or such address as is notified to the other party for that purpose, and
- 18.1.3 given by recorded delivery post, telex or telefax transmission and shall be deemed to have been received two working days after the date of posting or one day after the date of transmission as the case may be.

19. GOVERNING LAW

- 19.1 This agreement shall be governed by and construed in accordance with the Laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.
- 19.2 Any reference to any Act of Parliament or Order shall include any re-enactment, amendment, replacement or modification thereof.

20. FORBEARANCE

- 20.1 No time indulgence or relaxation on the part of Chambers shown or granted in respect of any of the provisions of this agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of Chambers under this agreement or operate as or be a waiver of any breach by the Customer of the terms of this agreement.

Chambers policy is one of continuous development and we reserve the right to change specification without prior notice.