

# Commercial Operating Procedures for Supply of Services

CIRCLE WASTE LIMITED

## STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### 1. Interpretation

1.1 In these Conditions:

"CLIENT" means the natural person or persons, firm, partnership, company, corporation, association, organisation or other body or entity named on the Sales Order Confirmation for whom the Company has agreed to provide the Specified Service in accordance with these conditions and those set out in the Sales Order Confirmation

"COMPANY" means CIRCLE WASTE LTD (registered in England) under number 11239466 and all trading names including 1,2,3 Skip Hire, Armstrong Grabs, Armstrong Skip Hire, Bannister Skip Hire, Cams Skip Hire, Circle Skip Hire, City Skips, Gaylor Grabs, Grants Grab Hire, HB Skip Hire, Johnson Skip Hire, Jones Grab Hire, McGowan Skip Hire, Skip Hires Glasgow, Taylor Skip Hire, Tom Clarke Skip Hire, Walker Skip Hire, Waste Team UK, Wright Skip Hire and Yellow Skip Hire.

"COMPANY'S STANDARD CHARGES" means the charges shown on the Sales Order Confirmation

"CONTRACT" means the contract for the provision of the Specified Service

"CONTRACT PERIOD" means a minimum period of 12 months from the commencement of the Specified Service, unless otherwise agreed in writing between the Company's Authorised Representative and the Client

"SALES ORDER CONFIRMATION" means the confirmation sent by the Company to the Client within 7 days of an order being placed by the Client whether in writing or orally for the supply of services by the Company to the Client

"SITE" means the site where the Specified Service is to be provided

"SPECIFIED SERVICE" means the sole and exclusive supply of waste management, recycling environmental and site services to the Client and which may be varied from time to time by the Sales Order Confirmation

"INCORRECT MATERIAL" means any waste material that falls outside of the description specified in the Company's quotation and Sales Order Confirmation

"ACCEPTANCE" means acknowledgment by the Client that once the Specified Service has commenced the Client accepts the Company's standard terms and conditions and such conditions of Contract take precedent over any other terms and conditions that exist or existed between the Company and the Client (and for evasion of doubt cannot be varied in any

way, including by way of the Client's purchase order or acknowledgment of the Sales Order Confirmation, without the written agreement of an authorised representative of the Company, prior to the commencement of the Specified Service)

"SERVICE PROVIDER" means those persons or organisations, other than the Company's employees, that are retained or employed by the Company to carry out partial or total performance of the Contract

"CONFIDENTIAL INFORMATION" means any information that is clearly and precisely identified as confidential at the time of disclosure or by its nature confidential

"PERSONAL DATA" has the same meaning as section 1(3) of the Data Protection Act 1984

"AUTHORISED REPRESENTATIVE" means the person or persons that are authorised by the Company to act on behalf of the Company in relation to the Contract and will be of no lesser designation than that of a Director

1.2 The headings in these Conditions are for convenience only and shall not affect their construction or interpretation

### 2. Supply of the Specified Service

2.1 The Company shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Company and the Client

2.2 The Specified Service shall be provided at the Site in agreement with the Sales Order Confirmation and these conditions

2.3 The Client shall, at its own expense, supply the Company with all necessary and required documents or other materials, and all necessary data or other information relating to the Specified Service within adequate time to enable the Company to provide the

Specified Service in accordance with the Contract and, in particular, shall supply an accurate and precise description of any materials or waste to be handled or collected by the Company or its Service Provider, agent, sub-contractor or employee during the

provision of the Specified Service. If it is unable to give an accurate description the Company is allowed and permitted to carry out an analysis of any such materials or waste at the Client's expense. Where such information is supplied by the Client, the Client shall be

responsible for its accuracy and that of any information supplied by its agent(s) or employees, to the Company

2.4 The Company may correct any typographical or other errors or omissions in any Sales Order Confirmation or invoice relating to the provision of the Specified Service without any liability or penalty to the Company

2.5 The Company may at any time without notifying the Client make any changes to the Specified Service, which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially or greatly affect the nature or quality of the Specified Service

2.6 The Company or its nominated service provider will Supply the Specified Service and appropriate container(s) storage receptacles or equipment at the address specified in the Sales Order Confirmation and the Specified Service will be undertaken during normal operating hours unless otherwise agreed in writing with the Company

2.7 If applicable the Specified Service may be for a minimum number of services per month which may also be inclusive or exclusive of rental charges and/or charges for delivery/collection of receptacles/containers, and for a minimum period of time and such information will be detailed in the Company's offer (quotation) to the Client and will be confirmed in the Company's Sales Order Confirmation

2.8 LOSS OR DAMAGE TO THE HIRE GOODS a. If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to their original state. b. In respect of any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period the Customer will pay to the Supplier the new replacement cost for any Hire Goods; and/or reimburse the Supplier for any loss or costs suffered or incurred by the Supplier, less the amount paid to the Supplier under any policy of insurance and/or Deposit in respect of the Hire Goods. c. The Customer shall remain liable to pay the Charges for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.

### 3. Charges

3.1 Subject to any special terms agreed, the Client shall pay the Company's Standard Charges and any additional sums and costs which are applicable to the provision of the Specified Service or which, at the Company's sole discretion, are charged as a result of

the Client's instructions or lack of instructions, or any other cause attributable to the Client including the provision by the Client of Incorrect Material.

- 3.2 The Company's Standard Charges quoted to the Client for the provision of the Specified Service will be exclusive of landfill tax unless otherwise stated in the Company's offer (quotation) to the Client.
- 3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate.
- 3.4 The Company shall be entitled to invoice the Client at any time following the provision of the Specified Service unless it has been agreed otherwise in writing, by the Client, with the Company's Authorised Representative.
- 3.5 The Company's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Company's invoice.
- 3.6 The Client's attention is drawn to prompt resolution of queries. Any queries must be provided in writing to the Company's credit control department within 14 days of the date of Company's invoice. To accord with the Company's sustainability policy and the requirement to eliminate paper or photo static copies of tickets (Proof of Delivery) and or copy invoices etc. they will not be supplied to the Client in this format. However, the documents are available on line and can be downloaded, at any time, by the Client, accessing their account on the Company's Reporting software. Failure to notify queries as defined in 3.6 will confirm acceptance by the Client of the Company's invoice and render it due for payment.
- 3.7 If payment is not made on the due date, the Company 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 4% above the base rate from time to time of Barclays Bank Plc, from the due date until the outstanding amount is paid in full. Additionally, the Company will have the right to seek court action for the recovery of any outstanding amounts and be entitled to reimbursement by the Client of all associated costs of taking such action, not limited to all legal and collection agency costs associated with the recovery of the outstanding amounts, together with an administrative fee(s) deemed reasonable by the Company at the time of taking such action, to cover the Company's own internal costs, associated with such action. Details of the Company's current administrative fee(s) are available by contacting the Company's Credit Control Manager.
- 3.8 The Company may vary the Standard Charges to take into consideration governmental landfill tax or such other increases including, but not limited to changes in the market pertaining to waste collection, disposal, recycling or reuse of waste, that has a direct or indirect effect on prices, or the interpretation or re classification of the rate of landfill tax (i.e., from a material previously classified as non-active to active, whether that being at the point of collection or once the material has been processed in a recycling facility, the outcome of which results in a higher proportion of tax being recovered by HMRC, fuel, labour, transport and, if applicable, any effect of any decrease in global commodity prices for recycled materials and any increases in associated export costs of such recycled materials, or any increased costs associated with the export of waste derived fuels/refuse derived fuels, to the European Union, or restrictions or tariffs on trade between the U.K. and the European Union (E.U.)
- 3.9 The Company reserves the right to apply a rental charge to any container where the frequency of service or collection has been less than once per week.
- 3.10 Circle Waste Ltd shall be entitled at all times to set off any debt or claim of whatever nature which we may have against you, against any sums due from us to you.

#### **4. Warranties and Liability**

- 4.1 The Company warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Sales Order Confirmation and at the intervals and within the times referred to in the Sales Order Confirmation. Where the Company supplies in connection with the provision of the Specified Service any goods supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company.
- 4.2 The Company holds no responsibility to the Client for any loss, damage, costs, expenses or other claims for compensation arising from instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault attributed to be beyond the control of the Company.
- 4.3 Except as expressly provided in these Conditions, the Company shall not be liable to the Client 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:
- (a) death or personal injury other than death or personal injury caused by the Company's negligence; or
  - (b) damage to the tangible property of the Client or any third party unless such damage is caused by the negligence of the Company (but in any event the Company shall not be responsible for the damage described in condition 5.4)
  - (c) loss of profits; or
  - (d) loss of business; or
  - (e) depletion of goodwill and/or similar losses; or
  - (f) loss of anticipated savings; or
  - (g) loss of contract; or
  - (h) loss of use; or
  - (i) loss or corruption of data or information; or
  - (j) indirect, special or pure economic loss, damage, costs, expenses or other claims which arise out of or in connection with the provision of the Specified Service

4.4 In any event, the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Specified Service, except as expressly provided in these Conditions

4.5 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Company's reasonable control.

4.6 Nothing in these Conditions limits or excludes the liability of the Company for death or personal injury resulting from its negligence or any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.

#### **5. Obligations of the Client**

5.1 Unless otherwise agreed, the Client shall be responsible for keeping in good condition, and insuring against "all risks" any container or equipment provided by the Company or its Service Provider, agent or sub-contractor and shall fully reimburse the Company for any damage or loss, any total loss at the replacement value of the container or equipment.

5.2 The Client shall not overload by means of weight or volume, or move any container or other equipment provided by the Company or its Service Provider, agent or sub-contractor, from the position from that which it was originally delivered and if the Client fails to observe the requirements of this clause the Client will indemnify the Company against all risks and costs associated with the same.

5.3 The Client shall not sell, charge, subcontract, re-hire, lend, affix any advertising data to or assign any

container or other equipment supplied by the Company or its Service Provider, agent or sub-contractor without the consent in writing of an Authorised Representative of the Company.

5.4 It is the responsibility of the Client to ensure that the Site is a suitable location for the provision of the Specified Service and that any location should be left clear and unobstructed and be left free from the storage of materials or equipment in the vicinity of the container(s) which may result in the said materials or equipment being damaged, in which circumstance the Company will not accept liability for making good the damage, howsoever and by whom it was caused. Further, the Company shall not be responsible or liable for any damage done to any driveway, car park, entrance, or any other external surface area of the Site as a result of the Company or its Service Provider, agent or sub-contractor carrying out the Specified Service regardless

of how and by whom such damage was caused. It is clearly understood that once the Service Providers vehicle leaves the public highway all risk and liability with respect to damage (other than injury to person) will become the sole responsibility of the Client.

5.5 The Client shall provide to the Company or its Service Provider, agents or sub-contractors, in a timely manner and at no extra cost, safe access to the Site, data, information and any other facilities, in order that the Company can perform its obligations and requirements under the Contract.

5.6 The Client shall inform the Company of, and comply, with all health and safety rules and regulations and any other reasonable security requirements that apply at the Site.

5.7 The Client will ensure that all equipment that is delivered to the Site will be used in a safe and correct manner in accordance (where applicable) with any instructions or manuals provided by the Company and the Company will ensure that all equipment so delivered will be in good working order and suitable for the purposes for which it is to be used in relation to the Specified Service and conforms and corresponds to all relevant United Kingdom standards or requirements.

5.8 The Client shall ensure that any materials or waste collected or handled by the Company or its Service Provider, agent or sub-contractor during the provision of the Specified Service correspond with any description given by the Client prior to the commencement of the Specified Service and/or contained in the Company's quotation and Sales Order Confirmation and, unless otherwise agreed in writing with the Authorised Representative of the Company, is packaged or contained adequately, safely and in accordance with any relevant legislation. The Company, without liability, is entitled to refuse to deal with any materials and waste that do not comply with this condition or recover any additional cost from the Client in relation to the handling or disposal of the Incorrect Material or waste.

5.9 The Client shall obtain and maintain all necessary licences, permits and consents unless otherwise agreed in writing with the Company and comply with all relevant legislation in relation to the Specified Service and ensure that they are in place before the date on which the Specified Service is due to commence. In circumstances where the Client fails to comply, the Client will fully indemnify the Company against all costs and fines, including any legal costs in defending such actions, incurred by the Company as a result of the Client's failure to comply and will reimburse the Company accordingly for the said amounts

5.10 The Client shall be responsible for and indemnify the Company and its nominated service providers and agents in respect of all, costs, charges or losses sustained or incurred by the Company (including direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person) arising directly or indirectly from the Client's fraud, negligence or failure to perform or delay in the performance of any of its obligations in respect of these Conditions.

5.11 When the Client off-hire's containers they will provide to the Company at least 24 hours prior written notice of their intention to do so (subject to any minimum period of hire that may have been specified) and the Company will use its best endeavours to remove the same from site within 3-5 working days of such notice but this could take longer during busy periods. The Client notes that any such container (s) remains the responsibility of the Client until they have obtained a signed collection note from the Company's service provider and that any additional costs associated with the Client's failure to observe the procedure contained within this condition will be payable to the Company by the Client.

5.12 It is necessary for the Client to provide the Company with a written description of the waste to be consigned for disposal. Any change of waste description must be notified by the Client to the Company in advance in order that appropriate Transfer Note documentation can be raised. All waste will be consigned to a final disposal location which is appropriately licensed to accept that classification of waste. An explanation of codes will be provided upon request from the Company's compliance department.

5.13 The Client will not place Hazardous Waste as defined in the Hazardous Waste Regulations 2005 or any modification thereto, in to the Company's Service Provider's container(s) without specific notification and prior written consent of the Company and in an eventuality, where consent is not given by the Company, the Client will indemnify the Company against all costs, including any additional costs of removing and disposing of the waste, or any fines, or any other litigation costs that may be applicable to the said waste being placed into the container without the Company's consent.

## **6. Termination**

6.1 The Client shall be entitled to terminate the Contract at any time, following the Contract Period, by giving not less than three months' written notice to the Company's Authorised Representative.

6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by;

6.2.1 giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or ;

6.2.2 if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed

6.3 On termination of the Contract, for any reason:

(a) the Client shall immediately pay to the Company all of the Company's outstanding invoices and interest and, in respect of any services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;

(b) the Client agrees that in respect of circumstances detailed in condition 6.2.2 the Company will not be liable to the Client, or any other organisation, for the payment of any prebate, rebate or discount in respect of the Contract or the Specified Service, whether such payments are outstanding or have been invoiced by the Client to the Company and furthermore, the Company shall be entitled to the immediate reimbursement by the Client of any such payments previously made by the Company in respect of prebate, rebate or discount

(c) the Client shall, within 14 days return all of the Company's property. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

(d) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected

## **7. Non-Solicitation**

7.1 Where the Company has negotiated with various Service Provider's to undertake Services on behalf of the Client, the Client agrees not to contact or treat with the Service Provider directly or during the term of the Contract and for a further period of twelve months following termination of the Contract. Additionally, if a Service Provider contacts or canvasses the Client they will inform the Company accordingly.

## **8. Timing**

8.1 The Company will use its best endeavours to provide the Specified Service on the date and time that has been scheduled but accepts no liability or loss resulting from late or delayed arrival to Site.

## **9. Compliance with Contract**

9.1 The Client, unless otherwise specified in the Contract shall use it's best endeavours to ensure that the usage of the Specified Service is comparable with the Company's understanding of the Client's estimated annual volume.

9.2 Where the Company provides a reporting procedure on the usage of the Specified Service the Client will monitor the same against annual volume, quarterly and where there is significant variation in usage will endeavour to determine the reasons for such change and inform the Company accordingly.

9.3 Where significant variations in usage are identified which are likely to materially affect the estimated annual volume, the Client will give (30) days written notice to the Company of the revised estimated volume. It is accepted by the Client that any appreciable decrease may give rise to a revision in price.

#### **10. Management Information**

10.1 The Company will provide the Client with reports in a format and with content, as mutually agreed and the Company reserves the right to charge the Client for the provision of such information.

10.2 It should be noted that the Company or its nominated Service Provider(s) may operate ticketless systems, particularly in the case of scheduled trade waste collection containers (1100 litre or similar), mobile compaction containers (REL/FEL). In these circumstances individual proof of delivery tickets will not be available and in such circumstances an Annual Waste Transfer Note will be provided to signify proof of service and to discharge the Client's obligation under the Environmental Protection Act and the Client accepts that in such circumstances individual service tickets to denote proof that the service has been carried out will not be issued for signature by the Client's nominated representative.

10.3 In certain circumstances the Company may have to rely on estimated tonnage and in such circumstances will use its best endeavours to ensure that the data is correct utilising as its base, industry averages; however, in such cases the Company accepts no liability as to the precise accuracy of the same.

#### **11. Insurance**

11.1 Unless otherwise agreed in writing by the Authorised Representative of the Company, the Company will insure against its liability to an amount of, £10 million for Employers liability, £5 million for Public and Products liability and £5 million for Professional Indemnity. It is acknowledged by the Client that the Company may provide cover more than these individual amounts on a specific basis and at the written request of the Client, but any additional premium for providing such additional cover will be recoverable from the Client.

#### **12. Duty of Care Section 34**

12.1 All operations carried out by the Company or its nominated service provider will be in full compliance with the Duty of Care Section 34 of the Environmental Protection Act (1990). The Company carries the status of Registered Waste Carrier and Broker for the purposes of this Act (Section 34:3: D).

12.2 The Company may issue an Annual Waste Transfer Note, to satisfy the description and documentary requirements of the Duty of Care legislation for a period of 12 months, after which time the Annual Waste Transfer Note will automatically be renewed, unless notified by the Client in writing not to do so and as an important legal document that will require the Client's nominated representative to sign and return the Annual Waste Transfer Note to the Company, every cooperation will be given to the Company by the Client, to ensure that it is returned in a timely manner. No reminders will be sent to the Client following issue and it is the Client's responsibility to ensure that the Annual Waste Transfer Note is returned to the Company once it has been issued.

12.3 A Duty of Care charge of £99.00 + VAT will be invoiced to your account annually. This charge will cover all AWTN, compliance documentation and unlimited access to our portal in line with the Waste Duty Of Care Legislation and Environmental Protection Act 1990.