

# TERMS AND CONDITIONS

## 1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (**'Conditions'**):

<b>'Company'</b>	means Windsor Waste Management Limited (Company No 4081179) whose registered office is at Price Bailey LLP, 2nd Floor, New Liverpool House, 15 Eldon Street, London EC2M 7LD;
<b>'Company's Equipment'</b>	means all and any skips, bins, containers, equipment, drums, tools, facilities and other property provided by the Company or its subcontractors sited at the Customer's Premises which are, have been or are to be used in connection with the supply of the Services and which are not the subject of a separate agreement between the parties under which title passes to the Customer;
<b>'Consignment Note'</b>	means all and any consignment notes relating to the whole or any part of the Hazardous Waste;
<b>'Customer'</b>	means the person, firm or company who purchases the Services;
<b>'Customer's Equipment'</b>	means all and any skips, bins, containers, drums, equipment, tools, facilities and other property provided by the Customer and used in connection with the supply of the Services;
<b>'Customer's Premises'</b>	means all and any premises at which the whole or any part of the Services are or are to be provided;
<b>'Hazardous Waste'</b>	means all and any hazardous waste classified as such by the European Waste Catalogue (EWC) whether outright or by assessment to be collected from the Customer's Premises by the Company as part of the Services;
<b>'Services'</b>	means the services to be provided by the Company to the Customer as set out in the Waste Services Agreement and the Waste Transfer Note/Consignment Note and any documents referred to therein, together with any other services which the Company provides or agrees to provide to the Customer;
<b>'VAT'</b>	means value added tax chargeable under English law for the time being and any similar additional tax;
<b>'Waste'</b>	means all and any waste (not being the Hazardous Waste) to be collected from the Customer's Premises by the Company as part of the Services;
<b>'Waste Services Agreement'</b>	means any waste services agreement made between the Company and the Customer; and
<b>'Waste Transfer Note'</b>	means all and any waste transfer notes relating to the whole or any part of the Waste.

1.2 Headings shall not affect the interpretation of these Conditions.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to writing or written includes faxes and emails.

1.7 Where the words 'include(s)', 'including' or 'in particular' are used they are deemed to have the words 'without limitation' following them and where the context permits the words 'other' and 'otherwise' are illustrative and shall not limit the sense of the words preceding them.

1.8 Any obligation on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.9 References to conditions are to the conditions of these Conditions.

## **2 Application of these Conditions**

2.1 These Conditions shall:

- (a) apply to and be incorporated into the Waste Services Agreement; and
- (b) prevail over any inconsistent terms or conditions contained or referred to in any Customer's order, acceptance of a quotation or other similar document or implied by law, trade, custom, practice or course of dealing.

2.2 The Customer's written, oral or telephone order or acceptance of a quotation or other similar document or communication constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Company other than:

- (a) by a written acknowledgement by the Company; or
- (b) (if earlier) by the Company starting to provide the Services

when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any Customer's order, acceptance of a quotation or other similar document shall not govern the Waste Services Agreement.

2.3 Quotations are given by the Company on the basis that no Waste Services Agreement shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date provided that the Company has not previously withdrawn it.

## **3 Commencement and duration**

3.1 The Services supplied under the Waste Services Agreement shall, subject to the provisions of these Conditions, be provided by the Company to the Customer from the date specified in the Waste Services Agreement.

3.2 The Services supplied under the Waste Services Agreement shall continue to be supplied for the period set out in the Waste Services Agreement unless the Waste Services Agreement is terminated in accordance with condition 11 or any other provision of these Conditions or the supply of the Services is suspended in accordance with any provision of these Conditions.

## **4 The Company's obligations**

4.1 The Company shall use reasonable endeavours to provide the Services in accordance in all material respects with the Waste Services Agreement.

4.2 The Company shall use reasonable endeavours to:

- (a) meet any performance dates specified in the Waste Services Agreement; and
- (b) attend the Customer's Premises on any scheduled visit days and at any scheduled visit times specified in the Waste Services Agreement

but any such dates, days and times shall be estimates only and time shall not be of the essence of the Waste Services Agreement. If for any operational reason the Company fails to meet any such performance date or attend the Customer's Premises on any such day or time the Company shall not be liable for breach of the Waste Services Agreement but shall reschedule the performance date or the attendance at the Customer's Premises to the earliest practicable date, day or time and give the Customer as much notice as is reasonably practicable of the failure and of the rescheduled date, day and time.

4.3 The Company shall use all reasonable endeavours to observe all health and safety rules and regulations and all reasonable safe working procedures and security requirements that apply at the Customer's Premises and that have been communicated to and acknowledged in writing by the Company provided that the Company shall not be liable under the Waste Services Agreement if as a result of such observation it is in breach of any of its obligations under the Waste Services Agreement.

4.4 The Customer shall not require the Company to generate, accept or execute any specific documentation to evidence the supply of the Services but shall accept and rely upon the Company's own records to evidence of the supply of the Services. The Customer may acting reasonably and upon giving reasonable notice require the Company to produce any document which evidences the supply of the Services.

## **5 Customer's obligations**

### **5.1 The Customer shall at its cost:**

- (a) co-operate with the Company and its officers, employees, agents and sub-contractors in all matters relating to the Services and the performance of the Waste Services Agreement;
- (b) provide the Company and its officers, employees, agents and sub-contractors such access to the Customer's Premises and other facilities as the Company or any of its officers, employees, agents or sub-contractors consider necessary for the proper supply of the Services and the performance of the Waste Services Agreement;
- (c) provide such information and documentation relating to the supply of the Services and the performance of the Waste Services Agreement as the Company or any of its officers, employees, agents or sub-contractors may request and ensure that it is accurate in all material respects;
- (d) be responsible for preparing and maintaining the Customer's Premises for the supply of the Services including identifying and properly dealing with any hazardous materials in accordance with all applicable laws and informing the Company of its obligations and actions under this condition;
- (e) be responsible for the health and safety of all persons attending the Customer's Premises in connection with the supply of the Services or the performance of the Waste Services Agreement including the Company's officers, employees, agents and sub-contractors;
- (f) inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's Premises; and
- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services.

5.2 If the Company's performance of its obligations under the Waste Services Agreement is prevented or delayed by any act or omission of the Customer or any of its officers, employees, agents or sub-contractors the Company shall not be liable for any liabilities, claims, losses, damages, penalties, fines, costs or expenses sustained or incurred by the Customer arising directly or indirectly from any such prevention or delay.

5.3 The Customer shall be liable to pay to the Company on demand all liabilities, claims, losses, damages, penalties, fines, costs and expenses sustained or incurred by the Company (including indirect and consequential loss, loss of profit, loss of reputation and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud or negligence or any breach of any term or condition of the Waste Services Agreement or these Conditions or any failure to perform or delay in the performance by the Customer of any its obligations under the Waste Services Agreement.

## **6 The Waste/Hazardous Waste**

6.1 The Customer represents, undertakes and warrants to the Company that it will at all times during the continuation of the Waste Services Agreement and in all respects conform with the duties laid down in the Environmental Protection Act 1990, the Environmental Protection (Duty of Care) Regulations 1991 and the Environment Act 1995 and all statutory modifications or re-enactments thereof and all other statutory and regulatory requirements relating to the Waste/Hazardous Waste.

6.2 The Customer represents, undertakes and warrants to the Company that if it is to produce Hazardous Waste at the Customer's Premises it will register the Customer's Premises with the Environment Agency before the Hazardous Waste is produced and will notify the Company of the unique registration code and produce such evidence of registration as the Company may require. The Customer acknowledges that the Company shall not be obliged to collect any Hazardous Waste from the Customer's Premises unless and until the Company has satisfied itself that the Customer's Premises has been properly registered with the Environment Agency or is exempt from having to register. The Company may at any time require the Customer to appoint the Company as the Customer's agent to procure such registration and in the event of such an appointment the Company shall use all reasonable endeavours to procure the registration but at the Customer's cost. At all times during any such appointment the Customer shall provide the Company with all information and documentation requested by the Company or required for the purposes of the application and the Customer represents, undertakes and warrants that all such information will be accurate and complete.

6.3 The Customer represents, undertakes and warrants to the Company that all of the Waste/Hazardous Waste to be collected from the Customer's Premises as part of the Services will be properly recorded through a Waste Transfer Note/Consignment Note. The Customer acknowledges that the Company shall not be obliged to collect any Waste/Hazardous Waste from the Customer's Premises unless and until the Company has satisfied itself that a valid Waste Transfer Note/Consignment Note has been properly completed and signed by the Customer and the Company. In particular and without prejudice to the foregoing, the Customer represents, undertakes and warrants to the Company that the relevant Waste Transfer Note/Consignment Note will

accurately describe the Waste/Hazardous Waste by words and by reference to the appropriate codes in the European Waste Catalogue (EWC), the quantities and types of each different Waste/Hazardous Waste to be collected, how the Waste/Hazardous Waste is contained and in what type of containers.

- 6.4 The Customer represents, undertakes and warrants to the Company that every item of the Waste/Hazardous Waste at any time placed by any person in any item of the Customer's Equipment or any item of the Company's Equipment will strictly accord with the description of the Waste/Hazardous Waste set out in the relevant Waste Transfer Note/Consignment Note.
- 6.5 The Customer represents, undertakes and warrants to the Company that each item of the Customer's Equipment or the Company's Equipment will only contain the type of the Waste/Hazardous Waste set out in the Waste Services Agreement and the relevant Waste Transfer Note/Consignment Note and that there will be no mixing of different types of the Waste/Hazardous Waste, no mixing of the Waste and the Hazardous Waste and no mixing of the Waste/Hazardous Waste with any other material which is not waste.
- 6.6 The Customer represents, undertakes and warrants to the Company that all Hazardous Waste present anywhere on the Customer's Premises including in the Customer's Equipment or the Company's Equipment shall be properly stored in the correct containers and with the correct packaging and labelling.
- 6.7 All Waste/Hazardous Waste present on the Customer's Premises at all times belongs to and is the sole responsibility of the Customer. At all times subject to the Customer strictly complying in all respects with all of the terms and conditions of the Waste Services Agreement and these Conditions, the Company shall only assume a duty of care in respect of the Waste/Hazardous Waste at and from the point of collection.
- 6.8 The Company shall have no obligation under the Waste Services Agreement to collect any item of the Waste/Hazardous Waste from the Customer's Premises unless it has been properly placed into and is safely and securely contained in the relevant item of the Customer's Equipment or the Company's Equipment. If the Company agrees with the Customer to collect any item of the Waste/Hazardous Waste which has not been placed into and is not safely or securely contained in the relevant item of the Customer's Equipment or the Company's Equipment the Customer acknowledges that the Company will be entitled to charge the Customer for the additional services on a time and materials basis as provided for in condition 11.2.
- 6.9 The Customer undertakes to the Company that it will keep all Waste Transfer Notes generated in connection with the provision of the Services for not less than 2 years or such other period as the law may require and will keep all Consignment Notes generated in connection with the provision of the Services for not less than 3 years or such other period as the law may require.
- 6.10 Without prejudice to any other rights or remedies which the Company may have, if the Customer is in breach of any provision of this condition 6 the Company may without liability to the Customer decline to provide or suspend the affected Services until that breach is remedied to the Company's satisfaction.

## **7 Customer's Equipment**

- 7.1 The Customer shall at its cost make all of the Customer's Equipment available for use by the Company in connection with the supply of the Services and the Company's performance of its obligations under the Waste Services Agreement and:
- (a) be responsible for the siting of each item of the Customer's Equipment on the Customer's Premises and ensure that each such siting is away from all public highways and in such a position that enables the Company to safely and conveniently provide the Services;
  - (b) ensure that each item of the Customer's Equipment is in a safe working order and good condition and is suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards and requirements, and shall immediately replace or repair any item of the Customer's Equipment which is lost or damaged or for any reason becomes unsafe, unsatisfactory or unsuitable;
  - (c) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the use of each item of the Customer's Equipment, and upon request produce such evidence of compliance with this condition as the Company may require;
  - (d) provide and maintain a suitable and safe means of unhindered access to and egress from each item of the Customer's Equipment for the Company's vehicles and its officers, employees, agents and sub-contractors; and
  - (e) ensure that each item of the Customer's Equipment is used safely and only in accordance with the manufacturer's or supplier's recommendations and the Company's instructions and that no item of the Company's Equipment is overloaded or improperly loaded.
- 7.2 Without prejudice to any other rights or remedies which the Company may have, if the Customer is in breach of any provision of condition 7.1 the Company may without liability to the Customer decline to provide the affected Services until that breach is remedied to the Company's satisfaction.

## **8 The Company's Equipment**

- 8.1 All of the Company's Equipment shall at all times be and remain the exclusive property of the Company and the Customer shall not dispose of or use any item of the Company's Equipment other than in accordance with the Waste Services Agreement or the Company's written instructions or authorisation and shall not deface or remove any markings or labels which the Company has attached to any item of the Company's Equipment.
- 8.2 The Customer shall at its cost:
- (a) be responsible for the siting of each item of the Company's Equipment on the Customer's Premises and ensure that each such siting is away from all public highways and in such a position that enables the Company to safely and conveniently provide the Services;
  - (b) keep and maintain each item of the Company's Equipment safe and secure and in a good, clean and sanitary condition and in accordance with the Company's instructions and immediately report to the Company any loss or damage to any item of the Company's Equipment, and upon request by the Company replace or repair any item of the Company's Equipment which is lost or damaged whilst in the possession of or under the control of the Customer;
  - (c) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the use of each item of the Company's Equipment, and upon request produce such evidence of compliance with this condition as the Company may require;
  - (d) provide and maintain a suitable and safe means of unhindered access to and egress from each item of the Company's Equipment for the Company's vehicles and its officers, employees, agents and sub-contractors;
  - (e) ensure that each item of the Company's Equipment is used safely and only in accordance with the manufacturer's or supplier's recommendations and the Company's instructions and that no item of the Company's Equipment is overloaded or improperly loaded; and
  - (f) at any time upon being given reasonable notice by the Company deliver up any item of the Company's Equipment in accordance with the Company's instructions.
- 8.3 Without prejudice to any other rights or remedies which the Company may have, if the Customer is in breach of any provision of conditions 8.1 or 8.2 the Company may without liability to the Customer decline to provide the affected Services until that breach is remedied.
- 8.4 The Company shall not be liable to the Customer for any damage caused to any road, path or other surface at the Customer's Premises caused by any of the Company's vehicles or any item of the Company's Equipment connected with the supply of the Services if the whole or any part of such damage was wholly or partly a result of the construction or condition of the surface being insufficient to properly accommodate the vehicle or the item of the Company's Equipment.
- 8.5 This condition 8 shall survive termination of the Waste Services Agreement howsoever arising.

## **9 Change control**

- 9.1 The Company may at any time and without notice make any change to the Services in order to comply with all applicable health and safety and legal requirements.
- 9.2 The Company may upon giving the Customer reasonable notice make any change to the Services provided such change does not materially effect the nature, scope or quality of the Services.
- 9.3 The Company may change the nature, scope or quality of the Services with the prior consent of the Customer, such consent not to be unreasonably refused or delayed.

## **10 Charges and payment**

- 10.1 Where the price for the Services is set out in the Waste Services Agreement the Customer shall pay the price without deduction, set-off or counterclaim in such amounts and on such dates as are set out in the Waste Services Agreement. All charges shall be exclusive of VAT which the Company shall add to its invoices at the appropriate rate. After the end of a period specified in the Waste Services Agreement in respect of which a payment is due the Company shall invoice the Customer for the charges that are then payable together with VAT.
- 10.2 Where the Services are provided on a time and materials basis the charges payable for the Services shall be calculated in accordance with the Company's standard charging rates as amended from time to time. All charges shall be exclusive of VAT which the Company shall add to its invoices at the appropriate rate. The

Company shall invoice the Customer weekly or such other period as the Company may decide in arrears for its charges for the period concerned.

- 10.3 The Company reserves the right to at any time upon giving the Customer not less than 30 days notice increase all or any of its charges for the Services to account for any annual indexation and increases in any of the Company's overheads including the introduction of any new taxes, the increase of any existing taxes and increases in the cost of fuel and other vehicle running costs.
- 10.4 The Customer shall pay each invoice submitted to it by the Company in full and in cleared funds within 30 days of receipt or within such other period as the Company may agree.
- 10.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company on the due date the Company may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Royal Bank of Scotland accruing on a daily basis and being compounded quarterly until payment is made whether before or after any judgment, and the Company may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
  - (b) suspend all Services until payment has been made in full.
- 10.6 Time for payment shall be of the essence of the Waste Services Agreement.
- 10.7 All sums payable to the Company under the Waste Services Agreement shall become due immediately on its termination despite any other provision. This condition is without prejudice to any statutory or contractual right to claim for interest.
- 10.8 The Company may without prejudice to any other rights it may have set off any liability of the Customer to the Company against any liability of the Company to the Customer.

## **11 Termination**

- 11.1 Without prejudice to any other rights or remedies which the parties may have:
- (a) either party may terminate the Waste Services Agreement without liability to the other on giving the other not less than 3 months written notice to expire on any anniversary of the date of the Waste Services Agreement; and
  - (b) the Company may terminate the Waste Services Agreement without liability to the Customer immediately on giving notice to the Customer if:
    - (i) the Customer fails to make any payment to the Company which is due and payable under the Waste Services Agreement;
    - (ii) the Customer commits any material breach of any term of the Waste Services Agreement and if such breach is remediable fails to remedy that breach within 7 days of the Customer being notified in writing of the breach;
    - (iii) an order is made or a resolution is passed for the winding up of the Customer or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer;
    - (iv) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
    - (v) a receiver is appointed of any of the Customer's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets;
    - (vi) the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
    - (vii) the Customer ceases or threatens to cease to trade;
    - (viii) being an individual, the Customer dies, becomes a mental patient or is made bankrupt; or
    - (ix) the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

- 11.2 On termination of the Waste Services Agreement for any reason:
- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest, and in respect of 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 Customer shall at its cost return all of the Company's Equipment in accordance with the Company's instructions and if the Customer fails to do so then the Company may enter the Customer's Premises and take possession of it, and until all of the Company's Equipment has been returned or repossessed the Customer shall be solely responsible for its safekeeping; and
  - (c) 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.
- 11.3 In addition to the provisions of condition 11.2, if the Waste Services Agreement is terminated for any reason other than by the Company giving notice pursuant to condition 11.1(a) at any time before the expiry of the first anniversary of the Waste Services Agreement then the Customer shall pay to the Company liquidated damages in the sum of an amount equal to 50% of the charges the Company would have been paid had the Waste Services Agreement been performed for the period from the date of termination to its first anniversary.

## **12 Limitation of liability**

- 12.1 This condition 12 sets out the entire financial liability of the Company including any liability for the acts or omissions of its officers, employees, agents and sub-contractors to the Customer in respect of:
- (a) any breach of the Waste Services Agreement;
  - (b) any use made by the Customer of the Services or any part of them; and
  - (c) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Waste Services Agreement.
- 12.2 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Waste Services Agreement.
- 12.3 Nothing in these Conditions limits or excludes the liability of the Company:
- (a) for death or personal injury resulting from negligence; or
  - (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.
- 12.4 Subject to condition 12.2 and condition 12.3:
- (a) the Company shall not be liable for:
    - (i) loss of profits;
    - (ii) loss of business;
    - (iii) depletion of goodwill and/or similar losses;
    - (iv) loss of anticipated savings;
    - (v) loss of goods;
    - (vi) loss of contract;
    - (vii) loss of use;
    - (viii) loss of corruption of data or information; or
    - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
  - (b) the Company's total liability in contract, tort including negligence or breach of statutory duty, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Waste Services Agreement shall be limited to the price paid for the Services.

### **13 Force majeure**

The Company shall have no liability to the Customer under the Waste Services Agreement if it is prevented from or delayed in performing its obligations under the Waste Services Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control including strikes, lock-outs or other industrial disputes whether involving the workforce of the Company or any other party, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of vehicle, equipment, plant or machinery, fire, flood, tsunami, storm or default of suppliers or sub-contractors.

### **14 Variation**

Subject to condition 9, no variation of the Waste Services Agreement or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

### **15 Waiver**

15.1 A waiver of any right under the Waste Services Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

15.2 Unless specifically provided otherwise, rights arising under the Waste Services Agreement are cumulative and do not exclude rights provided by law.

### **16 Severance**

16.1 If any provision or part of a provision of the Waste Services Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions will remain in force.

16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

16.3 The parties agree in the circumstances referred to in condition 16.1 to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of the Waste Services Agreement shall be suspended while an attempt at such substitution is made.

### **17 Status of pre-contractual statements**

Each of the parties acknowledges and agrees that in entering into the Waste Services Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding whether in writing or not of any person whether party to these terms and conditions or not relating to the subject matter of the Waste Services Agreement other than as expressly set out in the Waste Services Agreement.

### **18 Assignment**

18.1 The Customer shall not without the prior written consent of the Company assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Waste Services Agreement.

18.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Waste Services Agreement.

### **19 Data protection**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of the Company in connection with the Services.

### **20 No partnership or agency**

Nothing in the Waste Services Agreement is intended to or shall operate to create a partnership between the parties or to authorise either party to act as agent for the other and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

### **21 Rights of third parties**

The Waste Services Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit or be enforceable by anyone else.

## **22 Notices**

Notice given under the Waste Services Agreement shall be in writing sent for the attention of the person and to the postal address, fax number or email address given in the Waste Services Agreement or such other person, postal address, fax number or email address as the relevant party may notify to the other party and shall be delivered personally or sent by pre-paid first-class post, fax or email. A notice is deemed to have been received if delivered personally at the time of delivery, if sent by pre-paid first class post 48 hours from the date of posting, if sent by fax at the time of transmission and if sent by email at the time of sending. If deemed receipt under this condition is not within business hours (9.00 am to 5.30 pm Monday to Friday on a day that is a business day) then deemed receipt shall be at 9.00 am on the first business day following delivery. To prove service it is sufficient to prove that in the case of post the envelope containing the notice was properly addressed, stamped and posted, in the case of fax the notice was transmitted by fax to the proper fax number or in the case of email the notice was sent to proper email address.

## **23 Governing law and jurisdiction**

- 23.1 The Waste Services Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 23.2 The parties irrevocably agree that the courts of London shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Waste Services Agreement or its subject matter.

IF THE CUSTOMER IS A CONSUMER THE CUSTOMER'S STATUTORY RIGHTS ARE NOT AFFECTED BY THESE TERMS AND CONDITIONS

**September 2006**