ANNUAL DUTY OF CARE WASTE TRANSFER NOTE

You must keep this document safe as you may be legally required to provide it.

DESCRIPTION OF WASTE

A1. Please Describe The Waste Being Transferred: Mixed Municipal

List of Waste Regulation Code(s): 20 03 01

A2. In What Size Container Is The Waste Contained (in Litres)

Container	Quantity	Weight (KG)	Frequency
1100 Litre Bin (General Waste)	8	75	Weekly

CURRENT HOLDER OF THE WASTE - THE TRANSFEROR *(The Customer)*

B1. Contact Name: Michael Olesker

Company Name and Address:

TEXAS MEAT CO LIMITED
97 Wilmslow Road

Manchester

Postcode: M14 5SU

SIC Code: 56101

B2. The customer is the producer of the waste.

COMPANY COLLECTING THE WASTE - THE TRANSFEREE *(The Subcontractor)*

C1. Company Name and Address:

Viridor Waste (Greater Manchester) Limited
Youngman Place
Priory Bridge Road
Taunton

Postcode: TA1 1AP

C2. This company is a registered waste carrier and holds an environmental permit issued by the Environmental Agency.

Waste Carrier Licence Number: CBDU148227

THE TRANSFER

D1. Address of Transfer or Collection Point:

TEXAS MEAT CO LIMITED
97 Wilmslow Road

Manchester

Postcode: M14 5SU

Commencement Date: 11/12/2018

Broker Arranging the Transfer *(The Contractor)*

D2. Company Name and Address:

CheaperWaste Ltd
3rd Floor Suite
20 Collingwood Street
Newcastle Upon Tyne

Postcode: NE1 1JF

Broker Licence Number: CBDU159378

Declaration:

I, the waste producer/holder/transferor, confirm that I have fulfilled my duty to apply the waste hierarchy as required by regulation 12 of the waste (England and Wales) Regulations 2011

E1. CUSTOMER SIGN HERE

Transferor's Signature

Michael Olesker

E2. CONTRACTOR SIGN HERE

Broker's Signature

ANNUAL DUTY OF CARE WASTE TRANSFER NOTE

You must keep this document safe as you may be legally required to provide it.

DESCRIPTION OF WASTE

A1. Please Describe The Waste Being Transferred:

Mixed Packaging

List of Waste Regulation Code(s):

15 01 06

A2. In What Size Container Is The Waste Contained (in Litres)

Container	Quantity	Weight (KG)	Frequency
1100 Litre Bin (Mixed Recycling)	1	25	Weekly

CURRENT HOLDER OF THE WASTE - THE TRANSFEROR *(The Customer)*

B1. Contact Name:

Michael Olesker

Company Name and Address:

TEXAS MEAT CO LIMITED
97 Wilmslow Road

Manchester

Postcode: M14 5SU

SIC Code: 56101

B2. The customer is the producer of the waste.

COMPANY COLLECTING THE WASTE - THE TRANSFEREE *(The Subcontractor)*

C1. Company Name and Address:

KENNY WASTE MANAGEMENT LTD
LESTER ROAD
MANCHESTER

Postcode: M38 0PT

C2. This company is a registered waste carrier and holds an environmental permit issued by the Environmental Agency.

Waste Carrier Licence Number: CBDU76122

THE TRANSFER

D1. Address of Transfer or Collection Point:

TEXAS MEAT CO LIMITED
97 Wilmslow Road

Manchester

Postcode: M14 5SU

Commencement Date: 11/12/2018

Broker Arranging the Transfer *(The Contractor)*

D2. Company Name and Address:

CheaperWaste Ltd
3rd Floor Suite
20 Collingwood Street
Newcastle Upon Tyne

Postcode: NE1 1JF

Broker Licence Number: CBDU159378

Declaration:

I, the waste producer/holder/transferor, confirm that I have fulfilled my duty to apply the waste hierarchy as required by regulation 12 of the waste (England and Wales) Regulations 2011

E1. CUSTOMER SIGN HERE

Transferor's Signature

Michael Olesker

E2. CONTRACTOR SIGN HERE

Broker's Signature

CONTRACT FOR THE COLLECTION AND TRANSFER OF CONTROLLED WASTE

This contract is made between CheaperWaste Ltd., Company No. 7553266, of No. 20 Collingwood Street, Newcastle Upon Tyne, NE1 1JF (”CheaperWaste”) and the party named in the Schedule as the Customer (”the Customer”) on the date specified in the schedule upon the Terms and Conditions set out overleaf and upon which CheaperWaste Ltd. will provide to the Customer the controlled waste handling and disposal services specified in the Schedule (”the Service”).

A. LEGAL STATUS

LTD

B. SOLE TRADER NAME / REGISTERED COMPANY NAME

TEXAS MEAT CO LIMITED

C. REGISTERED COMPANY ADDRESS/HOME ADDRESS IF SOLE TRADER

97 Wilmslow Road

Manchester

Postcode: M14 5SU

D. SITE SERVICE ADDRESS *(If Different)*

Postcode:

E. CONTACT

Full Name: Michael Olesker

D.O.B: 10/07/1949

F. TELEPHONE

01274733484

G. EMAIL

kaisar.yousaf7@gmail.com

H. SCHEDULE OF SERVICE

WASTE STREAM	CONTAINER SIZE (LITRES)	NO. OF CONTAINERS	LIFTS PER WEEK	PRICE PER LIFT (+VAT)
Mixed Recycling	1100	1	1	£10.12
General Waste	1100	8	1	£13.50

I. CONTAINER DELIVERY DATE

7 - 10 DAYS FROM SIGNATURE

J. PAYMENT TERMS

MONTHLY IN ADVANCED BY DIRECT Debit

K. DUTY OF CARE WASTE TRANSFER NOTE

VALID UNTIL: 11/12/2019 CHARGE: £95.00

L1. ACCESS RESTRICTIONS / SPECIAL REQUESTS

Bins will be located at the front of the business. No time or date restrictions.

L2. ADDITIONAL CONTRACT DETAILS

M. DECLARATION

I / We the undersigned holder of the identified controlled waste, herby request CheaperWaste Ltd. to undertake the removal, transfer and disposal of the waste in accordance with the terms and conditions defined in the contract.

I / We agree to pay CheaperWaste Ltd.’s charges in accordance with the agreed terms and conditions. If I am signing on behalf of a firm or company I am an authorised representative of that organisation and are entitled to legally bind that organisation.

I / We agree to abide by all the terms and conditions of the contract, which I have read and understood. This is binding for **12** months from the date of this order and continues thereafter until the customer or the company terminates the contract in accordance with the company’s terms and conditions (see Section 3, clauses 3a – 3g inclusive).

SIGNED ON BEHALF OF CHEAPERWASTE LTD.

SIGNED ON BEHALF OF THE CUSTOMER

Michael Olesker

CONTRACT START DATE: 11/12/2018

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT

Name(s) of Account Holder(s):

Michael Olesker

Service user number:

2 7 1 7 6 9

Bank or Building Society Account Number:

30032107

Branch Sort Code:

402742

Please fill in the whole form and send to:

CheaperWaste Ltd
3rd Floor Suite
20 Collingwood Street
Newcastle Upon Tyne
Tyne and Wear
NE1 1JF

Name and full postal address of your Bank or Building Society:

To the manager

Hsbc

Instruction to your Bank and Building Society

Please pay CheaperWaste Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with CheaperWaste Ltd and, if so, details will be passed electronically to my Bank / Building Society.

Signature(s):



Reference:

TEXAS MEAT CO LIMITED

Banks and Building Societies may not accept Direct Debit instructions from some types of account

THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit CheaperWaste Ltd will notify you five working days in advance of your account being debited or as otherwise agreed. If you request CheaperWaste Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by CheaperWaste Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it bank when CheaperWaste Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

TERMS & CONDITIONS

1. DEFINITION AND INTERPRETATION

For the purpose of the Contract except where expressly stated to the contrary, the following words shall have the following meanings:

"Annual Duty of Care Payment" means the sum specified in Section K of the Schedule attached hereto in respect of the Annual Duty of Care Waste Transfer Note

"Duty of Care Waste Transfer Note" means the duty of care transfer note which the Customer must return signed each year to the Company

"Company" means CheaperWaste Ltd., company no. 07553266.

"Customer" means the person(s) firm or company named in the Schedule attached hereto and includes the customer's legal personal representatives, successors and permitted assignees;

"Containers" means any skip, front end loader, container, drum, sack or other receptacle, collected by the Company or its subcontractors in connection with the provision of the Services.

"Contract" means the form of agreement entered into between the Company and the Customer incorporating these terms and conditions of trading and the Schedule attached hereto;

"Contract Date" means the date as specified within Section M of the Schedule attached hereto;

"Contract Price" means all sum(s) to be paid by the Customer to the Company under the Contract; all prices quoted are exclusive of VAT;

"Contract Term" means the period of time from the Contract Date to the date when the Contract is terminated in accordance with these terms and conditions and any "anniversary of the Contract Term" means each 12 month period from the Contract Date;

"Equipment" means equipment and any other items supplied by the Company to the Customer as stated in the Contract;

"Initial Term" means the initial term of this Contract as set out Section M in the Schedule attached hereto; - in absence of stated period this will be for the duration of 24 months

"Monthly Invoice Sum" means the monthly payment payable in advance as set out in Section H of the Schedule attached hereto, plus any additional collections or charges that are incurred in the previous month;

"Scheduled Day" means the day of the week or month (as the case may be) which has been notified by the Company to the Customer in writing by email fax or post within 7 days of the date of the Contract on which Waste will be collected (save for any provision to the contrary in Section L of the Schedule attached hereto) but as varied by the Company from time to time to the Customer with not less than 7 days Written Notice;

"Services" means the services described in the Contract including but not limited to a) Removal of Waste and unwanted materials and any subsequent treatment, disposal, or recovery (b) supply of any equipment, containers etc. for use by the Customer as part of the service in (a) above and (c) processing includes the loading operations associated with (a) above, transport, decontamination and any other handling operation associated with (a) above.

"Site" means the place(s) where the Services are to be performed as set out in Section D of the Schedule attached hereto;

"Waste" means all waste collected by the Company or its subcontractors by the Company as part of the Services;

"Written Notice" shall mean notice to the Customer at any of the postal [or email address] or fax number in Section C, D or G of the Schedule attached hereto by post, email or fax which if sent by the Company shall be deemed to have been received by the Customer;

2. ASSIGNMENT AND SUB-CONTRACTING

(a) The Customer shall not assign the Contract in whole or in part or any benefit or interest therein without the prior written consent of the Company.

(b) The Company may assign, sub-contract or otherwise transfer the Contract in whole or part in or any benefit or interest to any party which where possible, will be notified by email in advance.

(c) Where the Customer enters into an agreement with a third party waste provider, it is understood that, even if the Company agree to employ such said party on the provision of waste services, a novation of the existing Contract has not occurred in any circumstances unless specifically agreed in writing by the Company.

3. COMMENCEMENT AND TERMINATION

(a) Subject to the provisions of clause 3(f) this Contract is binding on the Customer from the Contract Date for the duration of the agreed Initial Term. The Contract shall be automatically renewed at the end of the Initial Term and remain in force for successive periods, equal to the Initial Term ("Renewal Period"), unless terminated at the end of any such period by prior Written Notice to the Company by the Customer received not more than six months and not less than three months before the end of the Initial Term or current Renewal Period. Please note should termination be made in email format it must addressed to cancellations@cheapergroup.co.uk, or else it cannot be accepted. If a notice of termination is issued under this clause 3(a), the Contract shall terminate at the end of the Initial Term or the current Renewal Period (as applicable).

(b) This Contract may be terminated by the Company at any time by giving to the Customer not less than 1 month's prior written notice.

(c) The Company may by notice in writing to the Customer terminate the whole or any part of the Contract forthwith if the Customer:

(i) has been given written notice of substantial or persistent breach stating the period during which such breach is to be rectified and the Customer has failed to satisfactorily remedy such breach within the stated period. Failure by the Customer to pay any sums due in accordance with clause 5 shall be deemed (without the requirement for the Company to give any written notice on the Customer as stated above)a substantial breach of the terms of the Contract which is not capable of remedy; or

(ii) becomes bankrupt or insolvent or shall have entered into liquidation or administration or into any arrangement with its creditors or takes or suffers any similar actions in consequence of a debt; has any distraint, execution or other process levied or enforced on any of its property, or ceases or threatens to cease to trade.

(d) The Company shall be entitled to suspend with immediate effect, any performance or obligation due to occur, following service of notice, specifying any breach of the Contract including non payment of account, until either the breach is remedied or the Contract terminates, whichever occurs first. The Customer acknowledges and accepts that failure to pay outstanding balances due, does not release the Customer from their contractual obligations as set out under this Contract. Should the Company suspend the contracted services for any breach or for non-payment of account then an administration charge of £40 plus VAT will be incurred and payable by the Customer. On resumption of service to the Customer the Company will not be responsible for the disposal of any excess waste which has accumulated during the period of service suspension without additional charge by the Company

(e) "Agreed Compensation":

(i) If the Customer purports to cancel this Contract before the due expiry date after the Company has supplied services to the Customer for at least one month(including during any successive Renewal Periods whereby the Contract was automatically renewed in accordance with the terms of this Contract) or if the Company shall suspend the performance of this Contract in accordance with sub-clause 3(d) above, or if the Company shall terminate this contract following the giving by the Company to the Customer of a notice pursuant to sub-clause 3(c) (i) hereof then in any such case the Customer shall pay by the way of liquidated damages to the Company:

- the balance of any charges due and payable by the Customer to the date of termination together with any outstanding invoices; and
- a sum of money equivalent to 43% of the monthly charge invoiced to the Customer in the month immediately preceding the date of such cancellation by the Customer or such suspension or termination by the Company (as the case may be) multiplied by the number of months remaining unexpired between the date of such cancellation, suspension or termination and the date on which, but for such cancellation, termination or suspension the contract would have terminated by effluxion of time.

The Customer and the Company both agree that the above provisions represent a genuine pre-estimate by both parties of the loss incurred by the Company, as a result of any such termination suspension or cancellation.

(ii) If the Customer purports to cancel this Contract before the proper expiry date (including any successive Renewal Periods as per the terms of this Contract) but before the Company has supplied any services to the Customer for at least one month, then the Customer shall pay by the way of liquidated damages to the Company a sum of money equivalent to 43 per cent of the total aggregate monthly charge specified in Section H of the annexed Contract, multiplied by the number of months remaining unexpired between the date of such cancellation, suspension or termination and the date on which, but for such cancellation, the Contract would have terminated by effluxion of time. The Customer and the Company both agree the above provisions represent a genuine pre-estimate by both parties of the loss of gross profit incurred by the Company, as a result of any such termination.

(f) The termination of the Contract by the Company howsoever arising is without prejudice to the rights, duties and liabilities of the Customer accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. All sums payable to the Company under the Contract will become due immediately upon termination of the Contract.

(g) If the Customer terminates the Contract prior to the Contract start date, other than in accordance with 3(a), all monies due under the Contract will become due and payable immediately.

4. CHARGES

(a) Unless otherwise specified in writing the Monthly Invoice Sum shall be invoiced to the Customer 10 working days before the 21st of each month in the month preceding the month in which the Service is to be delivered, and is due from the Customer on the 21st of each month preceding the month in which the Service is to be delivered, by Direct Debit payment from the Customer's bank

(b) The Company reserves the right to review and increase the Contract Price at any time during the Contract Term upon notice at the earliest possible opportunity to the Customer, to take into account any variation in the Company's costs including (but not limited to) variations in wages, disposal costs, administration costs, cost of materials and Containers, fuel costs, taxes, duties and if that increase is in order to conform with any applicable safety, environmental, operational needs or other statutory or regulatory requirements or changes in the law which in any such case come into effect after the date of this contract and which in any such case has an impact on the cost of performance of the Services and such additional charges shall be payable by the Customer from 14 days after the date of the Company's notice.

(c) If the Customer does not have Waste ready for collection at the Scheduled Day when it would normally be collected by or on behalf of the Company and where the Customer requests the Company to return to the Customer's premises to collect such waste at a later time or date, the Company reserves the right to charge the Customer an additional charge for returning, if and where possible, at a rate equal to that of the agreed lift rate. However, the Company will not apply any admin fees of its own for organising this service on behalf of the Customer.

(d) The Customer agrees to review and sign the annual Duty of Care Waste Transfer Note within 7 days of it being issued by the Company, as is understood that this document confirms what category of waste the Customer is disposing at the Site and ensures the Customer is compliant with environmental health regulations.

(e) Should the Customer require additional copies of this Contract, Duty of Care Waste Transfer Notes and Invoices then an administrative Charge of £30 plus VAT may be applied if multiple requests of documents are made or cover extended periods and be payable either immediately or taken by Direct Debit where such a mandate exists.

(f) At the end of the Contract a £50 Plus VAT charge will be payable, to cover collection, cleansing and disposal of any residual waste.

TERMS & CONDITIONS

(g) Duty of Care Waste Transfer Notes - This Document is a legislative requirement of the Customer, as a Waste Producer (Environmental Protection Act 1990) and must be completed each year to permit the transfer of the Customer's waste. It is the obligation of the Customer to provide to the Company each year on each anniversary of the date of commencement of this Contract with a duly completed correct and true Duty of Care Waste Transfer Note signed by or on behalf of the Customer. The Company cannot and will not collect (transfer) waste without a valid certificate. The Customer accepts that unless otherwise agreed in writing, The Company reserves the right to make an annual charge to the Customer, covering the cost of providing, auditing, storing and generally administering Duty of Care Waste Transfer Notes for each contracted service (i.e. waste, glass, cardboard etc.) and that this charge, when applied will be no less than £95 plus VAT. It is further accepted by the Customer that should this document be incorrectly or inadequately completed, then a charge of £30 plus VAT will be levied for each time the Company has to re-issue the required document and that should the Company no longer possess a valid Duty of Care Waste Transfer Note signed by or on behalf of the Customer the Services will be immediately suspended under the provisions of clause 3(d) but without the need for the Company to serve any prior notice on the Customer.

5. PAYMENT

(a) Unless otherwise specified in writing the Monthly Invoice Sum shall be invoiced to the Customer 10 working days before the 21st of each month in the month preceding the month in which the Service is to be delivered, and is due from the Customer on the 21st of each month preceding the month in which the Service is to be delivered, by Direct Debit payment from the Customer's bank account.

(b)The Annual Duty of Care Payment shall be invoiced to the Customer in addition to the Monthly Invoice Sum on each anniversary of the Contract Term and paid by the Customer on that date by Direct Debit. The Company reserves the right to pass outstanding accounts to an outside credit referencing agency and pass on all associated charges, which will be payable by the Customer. The Annual Duty of Care Payment is subject to increase by the Company giving to the Customer one month's written notice prior to each anniversary of the date specified in Section K of the Schedule attached hereto.

(b) The Customer shall unless otherwise specified in the Contract make payments in pounds sterling.

(c) If the Direct Debit bounces, any due amounts which are not paid by the due date shall incur a late payment charge of £40 plus VAT and will thereafter attract interest on a daily basis at a rate of 8% per annum above the base lending rate of Barclays Bank PLC. The Company reserves the right to withhold further performance of service until the arrears have been discharged.

(d) A charge of £40 plus VAT will occur if the payment of an invoice is missed due to the Direct Debit being cancelled. A further £40 plus VAT charge will apply for each subsequent month that the arrears remain unpaid.

(e) Invoice queries must be raised within 90 days following the invoice date, queries raised beyond this period will only be reviewed at the discretion of the Company.

6. SERVICE SCHEDULE

(a) The Company reserves the right to change the service days to meet operational requirements and/or public holidays, which, where possible, will be notified to the Customer in advance.

(b) The Customer should make their waste available for collection at all times and without restriction, e.g. by time/location/ obstruction unless such restriction is specified in Section L of the Schedule attached hereto..

(c) If the Company cannot perform the Services on the scheduled day, it will perform the Services on the next available date.

(d) The Customer agrees that all of its requirements for the Services or similar services shall be performed exclusively by the Company during the Contract Term, including the sanitisation of Containers at the earliest possible opportunity.

(e) The Customer agrees that they cannot reduce the level of their Service schedule within the first nine months of their Contract start date, or during any period after notice of termination has been given to the Company, by the Customer. The Customer must apply in writing to the Company to reduce the said Service, such notice must be received by the Company not less than three months prior to the anniversary date of the Contract Term. The Company may in its absolute discretion grant or refuse such request. If the request is granted the reduced service will take effect on the next anniversary date of the Contract Term. A £50 plus VAT administration charge will apply where the contracted Service schedule is changed on more than one occasion.

(f) If a collection is missed when the Customer's Container was presented correctly in accordance with clause 6 (b), clause 12 (a) and Section L of the Schedule attached hereto, and the Customer has reported this to the Company, the Company will endeavour to make the collection as soon as reasonably practicable. Missed collections must be reported within 7 days after the Customer's scheduled collection day. The Company will not issue refunds for missed collections if not reported within 7 days of the scheduled collection day.

(g) If, for whatever reason, the Customer wishes to complain about the service provided, it should be done so in writing. On receipt of a written complaint the Company will investigate, and if the complaint is warranted, shall agree a period in which the breach shall be rectified.

7. ADDITIONAL SERVICE

(a) Subject to the payment of the relevant additional charges, the Company may at its discretion perform additional services to those specified in the Contract upon these terms and conditions at the Customer's request.

(b) Unscheduled collections and site clearances will be quoted for upon request.

8. THE EQUIPMENT

(a) Title to and property in the Equipment shall remain with the Company at all times.

(b) Notwithstanding the above, the Customer shall be responsible for any loss or damage to the Equipment whilst in the Customer's care, custody or control or upon delivery to the Site. No replacement equipment will be received until payment has been made in full for lost/damaged container(s).

(c) The Equipment made available to the Customer shall be identified in the Customer records and clearly marked as the property of the Company and the Customer shall protect and hold all Equipment free from all liens and other encumbrances.

(d) The Company will not be responsible for any damage caused to property and vehicles belonging to 3rd parties or otherwise, and the interior décor and fittings at the site by reason of the installation or use of the Equipment. Further whilst company operatives will endeavour to apply the brakes to the Containers where applicable, the responsibility for ensuring that the wheel brakes remain applied lies with the Customer. Expressly, the Company will accept no responsibility for damaged caused by acts of god including wind driven loose bins, or that caused by irresponsible handling by the Customer or their staff and/or members of the public.

(e) Upon termination of the Contract, the Customer shall immediately return the Equipment in good condition, fair wear and tear accepted.

9. INTELLECTUAL PROPERTY

(a) Any intellectual property rights which arise out of the provision of the Services shall vest in the Company.

10. ACCEPTABLE WASTE

(a) All waste contained within the wheeled unit shall comply with the description detailed in the Duty of Care Waste Transfer Note.

(b) Containers should not exceed the maximum weight allowance stated on the Duty of Care Waste Transfer Note upon collection and all lids must be closed. Any excess waste will be charged to the Customer at a rate of 30 pence per kilo. .The Company reserves the right to increase this charge at any time by notice in writing to the Customer.

(c) The Customer shall not place any items in Company Equipment that is not specified within the Duty of Care Waste Transfer Note.

(d) If the Customer receives a recycling service which is contaminated by general waste on the day of collection (as detailed in section 10 (c)), the bin will be emptied as general waste and the Customer will be charged the lift rate of general waste for their bin size. The Company reserves the right to refuse the collection if any items not specified within the Duty of Care Waste Transfer Note are contained within the bin.

11. SERVICE PROOF

Both parties agree it is not practical to issue work tickets as evidence of performance of the Services or obtain signatures for Services performed and therefore the Customer accepts that the records kept by the Company of Services provided will be adequate proof of provision of the Services.

12. SAFETY, INDEMNITY AND LIABILITY

(a) The Customer must ensure that there will be a suitable and safe means of access (including roadways and paths) so as the ensure that the collection of Waste takes place without risks to persons or property and that the Container is placed within 4 metres of the Company vehicle collection point and placed on a flat, even surface. The Company reserves the right to refuse to collect Waste which is located in a place that it considers unsafe.

(b) The Customer shall be responsible for taking such security precautions as are necessary to ensure the prevention of theft, vandalism or scavenging of the Waste whilst it is on the Site.

(c) The Customer shall be wholly responsible for the safety of all person (including the employees and agent of the Company) entering the Site for the purposes of the Contract.

(d) The Customer shall indemnify the Company against all losses, claims, costs damages and expenses arising as a result of the breach of Contract, negligence, act or omission by the Customer, its agents, residents, or employees.

(e) Clauses 12 (f) to (i) set out the entire liability of the Company (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Customer in respect of any breach of its contractual obligations under the Contract and any representation, statement or tortious act or omission, including negligence, arising under or in connection with the Contract. The customer acknowledges that clauses 12 (f) to (i) are reasonable and reflected in the price which would be higher without those provisions, and the Customer will accept such risk and/or insure accordingly.

(f) The Company does not exclude its liability (if any) to the Customer for personal injury or death resulting from the Company's negligence; for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or for fraud.

(g) Subject to clause 12 (f), the total liability which the Company shall owe to the Customer and in respect of all claims in any calendar year shall not exceed the total price payable for the Services during the 12 months immediately preceding the date on which the claim arose PROVIDED THAT the Company will be under no liability to the Customer for any indirect or consequential loss including, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss, howsoever caused arising out of or in connection with the performance of the Services.

(h) Subject as expressly provided in these conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

TERMS & CONDITIONS

13. INSURANCE

(a) The Customer shall take out and maintain in force or procure the taking out and maintenance of insurance cover with a reputable insurer or the sum of £5 million per occurrence in respect of employer's liability and public liability to cover both injury and loss to third parties and damage to property and any other insurance required by law in respect of claims made relating to occurrences during the Contract Term.

(b) Separate Container insurance is available from the Company for an additional cost dependant on the amount of Containers at the Customers Site, but the Customer must confirm in writing they wish to add this to their account, the Company shall not be liable if the Customer fails to add this to their account and they later need to replace a lost, damaged or stolen waste Container at a cost to themselves

14. LAWS, REGULATIONS AND BYLAWS

The Customer shall observe and comply with all statutes and regulations together with any byelaws and regulations of local authorities applicable to the Service at all times.

15. PUBLICITY

The Customer shall obtain written approval from the Company prior to taking photographs or making publicity releases or announcements regarding either the Contract or the activities of the Customer relating to it's participation in the Contract.

16. FORCE MAJEURE

The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Services if the delay or failure was due to any cause beyond the Company's reasonable control including without limitation, acts of God, fire or accident, civil disturbance, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party), difficulties in obtaining labour, fuel, parts or machinery or failure or breakdown in machinery.

17. GENERAL

(a) The delay in or failure to enforce any of the terms of the Contract by either party shall not be construed, as a waiver of any of that party's rights.

(b) Notices may be given by email to the email address of the Customer as stated therein or by any subsequently notified email address. Alternatively, the Company reserves the right to make notices by way of its website, www.cheaperwaste.co.uk e-mail and its automated telephone service.

(c) The Contract comprises the entire agreement between the parties and parties agree that they have not been induced to enter into the Contract on the basis of any representation. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in the Contract and no amendment to the Contract other than variations to the scope shall be binding on either party, unless in writing and signed by an authorised representative of each party.

(d) The laws of England shall govern the Contract and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

(e) The parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Contract.