Non Notifiable Waste Collection Agreement/aTransfer Note

Fresh Start Waste Services Ltd
Scott House, 114 Higher Green Lane, Astley, Manchester M29 7JB

Accounts

Carriers registration number CB/RN5410TP
Issued by: EA N.W Region

Account No:	
Contract No:	
Sic Code	68209

Company name: House of Social One Opco Ltd t/a House of Social

15477238
Company Reg Number:

Trading as: House of Social

Limited Company ◉
PLC ○
Limited Liability Partnership (LLP): ○
Sole Trader: ○
Partnership: ○

Or full name of proprietor/partner:

Invoice Address ,

, Horseshoe Farm, Elkington Way, Alderley Edge, Cheshire, SK9 7GU, Cheshire East

Postcode: SK9 7GU

Invoice contact: Sian Worthy

Email: accountspayable@vitagroup.com Tel: 01613222255 Mobile:

Proprietor/partner home address:

Postcode

Service Schedule

Order No:	

Collection site address :House of Social One Opco Ltd t/a House of Social, House of Social, 10 Coleman Street , M154ND

Contact name: Sian Worthy

Email: Tel: Mobile:

TYPE	SIZE	QTY	WASTE TYPE	PERIOD	FREQ	PRICE PER LIFT	EXCESS CHARGE (per kg)	WEIGHT ALLOW (KG per bin)	RENTAL CHARGE (per day)	DELIVERY TOTAL CHARGE
wheelie_bin	1100lt	10	general_waste	Weekly	5	£11.50	£0.24	60	£0.00	£0.00
wheelie_bin	1100lt	1	dry_mixed_packaging	Weekly	5	£8.95	£0.22	35	£0.00	£0.00
wheelie_bin	240lt	1	glass_in	Weekly	2	£3.60	£0.00	65	£0.00	£0.00
wheelie_bin	240lt	1	biodegradable_kitchen_and_canteen_waste	Weekly	2	£6.00	£0.00	80	£0.00	£0.00

Duty of care fees per day: £ Enter value if required

Unless otherwise specified, general waste empty charges are based upon a container weight allowance of 55kg m3

Delivery Date 30th July 2025 - flexible delivery date due to new build

Service Start Date 30th July 2025 - flexible schedule due to new build

Bin Location

What3Words Wagon Location:

Issue Ref: FS0005

What3Words Bin Location:

Bin cleaning

Container type:	Quantity:	Clean frequency:	Rate / container

Clean freq: 1 = weekly, 2 = monthly, 3 = bi-monthly, 4 = twice year, 5 = yearly

Access

Closed Bank Holidays	○ yes	◉ no
Restricted access times	○ yes	◉ no
Key / fob access	◉ yes	○ no

Invoice term

..... weeks in advance:	☐
Standard credit*:	☑
Direct Debit:	☐

Electronic invoicing

Email address (tick if yes) ☐

*Standard credit means payment is due at the end of the month of service plus 20 days.

Waste schedule

(waste types described by the European Waste Catalogue)

Producer: House of Social One Opco Ltd t/a House of Social

Waste process: Student accomodation

Transfer note from: 06-03-2025

to: 31-01-2026

- ☑ Paper/cardboard 20.01.01
- ☐ Wood 20.01.38
- ☑ Glass 20.01.02
- ☐ Textiles 20.01.11
- ☑ Small plastics 20.01.39
- ☑ Catering waste 20.01.08
- ☑ Small metals (cans etc) 20.01.40
- ☑ Mixed municipal waste 20.03.01

Pre-treatment declaration

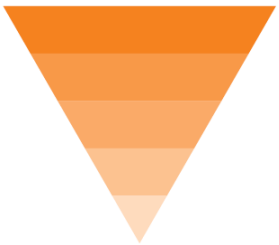
(Environmental Permitting (England & Wales) Regulations 2007)

Do you currently segregate your waste? ◉ Yes (if yes complete next section) ○ No

Which items of waste generated on site are currently recovered or recycled?

☑ Paper	☐ Greenwaste	☑ Cardboard	☐ Wood	☐ WEEE	☐ Other	
☑ Metal	☑ Glass	☑ Food	☐ Plastic	☑ Other		

Waste Management Hierarchy



Prevention
Preparing for reuse
Recycling
Other recovery
Disposal

By signing this form, I confirm that I have fulfilled my duty to apply The Waste Hierarchy as required by regulation 12 of the England/Wales Regulations 2011.

Health & safety

	Yes	No	Site plan
Is there clear access?	◉	○	
Is the area well lit?	◉	○	
Does the vehicle have to reverse in/out of the site?	○	○	
Are there any overhead cables or narrow gateways?	○	◉	
Tarmac/gravel/cobbles etc.?	◉	○	

Is the vehicle in view of operatives when waste is being collected?

Does the collection involve excess walking?

Notes and conditions

Authorisation

Unless otherwise agreed, the initial service period will be for 104 weeks. Fresh Start terms and conditions to apply. Terms and conditions shown on reverse.

Signature: (supplier):

Print name: Sean Martins

Position: Director

Date: 06-03-2025

Signature: (customer):

Print name: Giles Beswick

Position: Director

Date: 06 / 03 / 2025

Terms of Business

We, at Fresh Start Waste Services Limited, agree to supply a service to you only on the following conditions:

1. An agreement will be deemed to be in place between both parties as of the authorisation date printed overleaf. Unless otherwise agreed in writing, the agreement shall continue for the initial service period which will be 104 weeks from the commencement date, i.e. the date when service commenced or alternatively the date on which a revised service schedule was adopted, after that, the term of the agreement shall automatically extend for a further period equal to the initial service period ("extended service period"). Such extension will occur automatically at the end of the initial service period, and at the end of each extended service period, unless and until this agreement is either (i) terminated by you in accordance with clause 2, or (ii) terminated by Fresh Start Waste Services upon not less than one month's notice in writing to you, or in accordance with clause 35.
2. In the event that you wish to terminate this agreement after the commencement date, then you must provide notice in writing to Fresh Start Waste Services Ltd. Any such notice is to be issued first class and sent recorded delivery to the registered offices of Fresh Start Waste Services Ltd. In order that the agreement ends after the initial service period or the relevant extended service period, then written notice is to be given to us no less than five (5) and no more than six (6) calendar months before the end of the Initial service period or the relevant extended service period.
3. You agree that for the duration of the agreement, Fresh Start Waste Services are to be your exclusive supplier of services in respect of those wastes referred to under the service schedule, waste schedule or both.
4. The prices quoted are exclusive of VAT for which you will be charged at the prevailing rate.
5. Fresh Start Waste Services Ltd have the right to amend charge rates by giving not less than 3 calendar days' notice, should:
    - 5.1. You exceed any agreed weight allowance;
    - 5.2. You amend your instructions after we start collections;
    - 5.3. You ask us to expedite collections;
    - 5.4. Our costs increase due to any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other supply costs).
6. Should the weight of any wheeled bin serviced as part of your service schedule, regularly exceed the weight of 130kg (as determined by us), then Fresh Start Waste Services reserve the right to re-evaluate your container/collection requirements going forward, and to increase our charging rates accordingly.
7. If you exceed any weight allowances, Fresh Start Waste Services reserve the right to charge for all excess waste collected, weighed and disposed of, at our standard per-kilo rate from time to time.
8. Should you wish or attempt to terminate the agreement or cancel your collections without serving notice in accordance with clause 2, or if we terminate the agreement in accordance with our rights at clause 35, then you agree to pay an early termination fee of 40% of the aggregate empty charges, rental fees and duty of care charges, which would be paid between the date on which the services end, and the contract anniversary date. If you fail to serve notice to terminate the agreement but cease to provide waste for collection you will be deemed to have terminated the agreement by your conduct and the early termination fee shall apply.
9. We will provide a service to you in accordance with the service and waste schedule and using reasonable care and skill. Time of performance shall not be of the essence. The terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the agreement. Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our advertising material, are issued for the sole purpose of giving an approximate idea of the services or equipment described in them. They shall not form part of the agreement.
10. All reasonable requests to make an amendment to an existing service schedule will be considered by Fresh Start Waste Services and approved at our discretion.
11. We reserve the right to make changes to the services, including without limitation to the times and dates of the provision of service (i) in order to meet our operational requirements, (ii) in order for us to develop and improve our service to you, (iii) where necessary to comply with any applicable law or regulatory requirement, or (iv) if the amendment will not materially affect the nature or quality of the service, and where possible you will be given notice thereof.
12. We will at all times collect waste in accordance with the Environmental Protection Act 1990 or any statutory modification thereof for the time being in force.
13. We will ensure that the waste collected by us is deposited at a licensed site.
14. We shall not be obliged to collect any loose waste from the premises.
15. Our policy is to collect containerised waste. In order to avoid breaching environmental legislation and taking into account the need to leave your premises in a clean and tidy condition we shall at our discretion remove occasional excess waste but at an additional cost to you, which cost to be determined by us.
16. If removal of excess waste occurs on a regular basis we reserve the right to review your container requirements and amend our charging rates.
17. You must ensure that you, your employees and agents at all times comply with any applicable laws and regulations, including health and safety legislation that is in effect as well as the Environmental Protection Act 1990 or any modification thereof from time to time. You are responsible for obtaining all necessary licences, permissions and consents which may be required for the services.
18. You will not include contaminated waste or include waste which requires notification under the Special Waste Regulations 1996 (or any subsequent regulations) with the waste deposited by you and being collected by us.
19. You will ensure that all waste containers are safely sited and not overfilled thus preventing lids from fully closing, or containing unsuitable wastes such as building rubble, soil, concrete and similar wastes.
20. Should waste containers be contaminated with inappropriate or incorrect materials, Fresh Start Waste Services reserve the right to have this waste removed by the correct collection vehicle and charge you accordingly.
21. Ownership of and responsibility for the waste will be vested with you until such time as we remove the waste.
22. You will allow us unhindered access to your premises and the equipment supplied in order for us to perform our obligations under this agreement failing which we will be entitled to suspend the service pending proper access to the premises and equipment.
23. You agree to reimburse us the full cost of the scheduled services and any other costs that we may suffer in the event that we are not able to collect waste from your premises due to an act or omission of you or your representatives, including but not limited to, failure by you to provide unrestricted access to us (or a third party engaged by us) pursuant to clause 22 above, restricting access to our equipment, or if you fail to pre-notify us of a site closure due to a public holiday, bank holiday, local holiday.
24. Any service that we provide in addition to what is provided in the service schedule will be charged to you at our prevailing rate.
25. All equipment, materials, documents and other property supplied by us ("FSW Equipment") remains our property and you agree to indemnify us for any loss or damage whatsoever and howsoever arising whilst the FSW Equipment is on your premises or under your control.
26. We reserve the right on termination of this agreement for whatever reason to charge you for the actual costs of any refurbishment or replacement of any FSW Equipment supplied by us to you. This charge is subject to a minimum of £50 plus VAT for a wheeled bin, and £150 plus VAT for a FEL container.
27. You shall allow our personnel to repair, move, remove or inspect the FSW Equipment. We reserve the right to charge you for repairs or replacement cost for misuse by you of the FSW Equipment.
28. You shall (i) keep all FSW Equipment at your premises in safe custody at your own risk, (ii) not dispose of or use the FSW Equipment other than in accordance with our written instructions, and (iii) not deface or remove any markings or indications attached to the FSW Equipment.
29. You will provide such routine cleaning and maintenance as is necessary to maintain the FSW Equipment in a good and sanitary condition.
30. You must at all times use your best endeavours to ensure that the FSW Equipment is situated in a safe place without causing obstruction or danger to any person or third party failing which you will indemnify us against any claim.
31. All intellectual property rights in or arising out of or in connection with the service (other than intellectual property rights in any materials provided by you) shall be owned by us.
32. Nothing in these terms limits or excludes our liability where it would be unlawful to do so. Our liability whether in contract, tort (including negligence), misrepresentation, restitution or otherwise is limited as follows:
    - 32.1. our total liability to you shall not exceed the total fees paid by you to us in the six months prior to the arising of the relevant liability;
    - 32.2. we shall not be liable to you for any loss of profits or business, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or for any indirect or consequential loss.
33. You agree to indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of this agreement or any act or omission of you or your representatives in relation to the service.
34. Given the value of the work involved we both agree that this is not practical to issue work tickets to obtain signatures for service performed and you shall accept our records as proof of service. However if you require proof of service then we may provide the same at a cost of £12.00 on each and every occasion or for any subsequent copy thereof.
35. We have the right to terminate this agreement immediately by notice in writing to you:
    - 35.1. If you commit any breach of the terms hereof, including by failing to pay any sums due, and (where the breach is remediable) fail to remedy such a breach within 14 days of a written notice to do so;
    - 35.2. If you are unable to pay your debts as they fall due, or a receiver is appointed over part or all of your assets or an order is made or a resolution is passed for your winding up or you become subject to an administration order, or you enter provisional liquidation or any composition or arrangement with you creditors (other than in relation to a solvent restructuring), or you cease to carry on your business; and
    - 35.3. If you undergo a change or ownership or control (within the meaning given in given in section 1124 of the Corporation Tax Act 2010).
36. Without affecting any other right or remedy available to us, we may suspend the supply of services under any agreement between you and us if you fail to pay any amount due under any agreement on the due date for payment or if you become subject to any of the events listed in clause 35.2, or we reasonably believe that you are about to become subject to any of them.
37. Any termination of this agreement shall be without prejudice to the accrued rights by the party. On termination:
    - 37.1. you shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted and any fees payable you pursuant to clause 8, we shall submit an invoice, which shall be payable by you immediately on receipt; and
    - 37.2. you shall return all of our equipment. If you fail to do so, then we may enter your premises and take possession of the same. Until the equipment has been returned, you shall be solely responsible for its safe keeping and will not use it for any purpose.
38. This agreement is personal to you and cannot be assigned or dealt with in any way without our prior written consent. However we may assign, sub-contract or deal in any other way with any part of this agreement.
39. Any variation of the agreement is invalid unless we accept it in writing, and these conditions shall prevail over any you seek to impose or that are imposed by trade or custom. The agreement constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter. You acknowledge that in entering into the agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the agreement. You and we shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the agreement.
40. You agree not to disclose to any third party any confidential information concerning the business, prices, affairs, customers, clients or suppliers of Fresh Start Waste Services, or to use such information for any purpose other than to perform the agreement.
41. In the event that any conditions in the service schedule or other ancillary document conflict with these conditions the latter shall prevail.

Payment Schedule

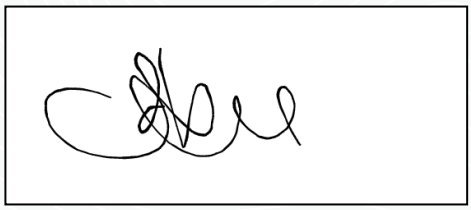
1. When "standard credit" terms are agreed with us you shall remit payment to us in arrears no later than the 20th day of the month following the issuing of an invoice.
2. When no credit terms are agreed with us you shall remit payment to us prior to the commencement of the period of service.
3. When "direct debit" terms are agreed with us you will receive a monthly invoice in arrears with the amount due being transferred to our account by no later than the 20th of the month.
4. If you do not pay us on the due date agreed between us you will pay:
    - 4.1. Interest on the outstanding balance accruing each day at the rate of 8% per year above theBank of England's base rate from time to time (both before and after any court judgement);
    - 4.2. £25 for non-payment of a direct debit;
    - 4.3. £6 for each reminder, letter, fax, phone call and statement sent.
5. No cash deposits taken, refundable or otherwise.
6. All amounts due under the agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Fresh Start Waste Services Ltd
Scott House, 114 Higher Green Lane,
Astley, Manchester M29 7JB
Tel: 0808 178 1966 | Fax: 0845 277 0488
Registered in England 5762485

CERTIFICATE *of* SIGNATURE

REF. NUMBER
FGIT2-Q7MPG-HNRC4-YDBCM

DOCUMENT COMPLETED BY ALL PARTIES ON
06 MAR 2025 15:04:51 UTC

SIGNER	TIMESTAMP	SIGNATURE
SEAN MARTINS EMAIL SEAN@FSWASTE.CO.UK	SENT 06 MAR 2025 10:42:45 UTC VIEWED 06 MAR 2025 10:42:53 UTC SIGNED 06 MAR 2025 10:43:11 UTC	 IP ADDRESS 86.167.182.80 LOCATION LIVERPOOL, UNITED KINGDOM
RECIPIENT VERIFICATION	EMAIL VERIFIED 06 MAR 2025 10:42:53 UTC	
SIAN KAPP EMAIL SIAN.KAPP@VITASTUDENT.COM	SENT 06 MAR 2025 10:42:45 UTC VIEWED 06 MAR 2025 12:39:03 UTC SIGNED 06 MAR 2025 15:04:51 UTC	 IP ADDRESS 209.42.6.206 LOCATION CANARY WHARF, UNITED KINGDOM
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