



04.03.25

Quotation

Ref: 286907

Company Information

Biffa Group Limited, Coronation Road,
Cressex, High Wycombe, HP12 3TZVAT No: 537 911 627
Registration No: 06409675

Dear ANWAR MOHAMMED,

We have pleasure in providing the following quotation which is valid for 30 days.

Waste Collection Address	ANWAR MOHAMMED T/A TAKEAWAY, 47 BURY NEW ROAD, MANCHESTER, M8 8EF
Contract Term	Our standard contract has an initial 12 month term, plus a notice period. Extended terms are available if required.

Item	Waste Type	Container Size & Type	Qty	Collection Frequency	Weight Limit *	Lift Rate / Haulage †	Price per Tonne	Daily Container Rental	WTN Standard Charge ‡	Total Weekly Price
1	General Waste	1100L CONTAINER	1	Fortnightly	90kg	£17.50		£0.00	£1.55	£10.30
2	Mixed Recycling	1100L CONTAINER	1	Fortnightly	41kg	£9.00		£0.00	£1.55	£6.05
3	Food Waste	240L CONTAINER	1	Weekly	80kg	£7.17		£0.00	£1.55	£8.72

Pricing and Service Charges, simply explained

* Assumed Weight Limit - The maximum weight of waste you can supply (per lift, per container). Varies for Exchange services

† Lift Rate / Haulage - Price per container, per visit, to collect your waste. If no price per tonne is stated, disposal of your waste is included

Plastic Bags – Cost of collection is payable in advance, in multiples of 50 bags

‡ WTN Standard Charge - The cost to complete your Waste Transfer Note documentation. In some instances only one WTN charge will apply

One-off container delivery charge is applicable to all new contracts except Plastic Bags (from £25 per container) and will appear on your first invoice

WEEKLY £25.07**MONTHLY £108.64****ANNUAL £1,303.64****ALL RATES ARE SUBJECT TO VAT
AND PAYABLE BY DIRECT DEBIT****Ready to set up
your account?****Freephone
0800 307 307**Mon - Fri, 8.30am - 5.00pm,
excluding public holidays**E-Mail****sales@biffa.co.uk**Write to us confirming
acceptance of this quote

CONDITIONS

In these Conditions the following words and expressions shall have the following meanings:

"**Agreement**" means any agreement between Biffa and the Customer for the provision of Services, incorporating these Conditions and Schedule 1.

"**Animal By-Product**" means an animal by-product as defined by Relevant Law.

"**Assumed Weight**" means the assumed weight set out in the Agreement.

"**Charge**" means the total amount payable for the Service in respect of the Collection Charge, Daily Rental and Delivery Charge.

"**Collection Charge**" means the amount set out in the Agreement as amended from time to time pursuant to condition 4.

"**Collection Site**" means the site or sites further particulars of which are set out at Schedule 1.

"**Commencement Date**" means the date on which both parties sign the Agreement.

"**Daily Rental**" means the daily rental set out in the Agreement, as amended from time to time pursuant to condition 4.

"**Delivery Charge**" means the delivery charge set out in the Agreement, as amended from time to time pursuant to condition 4.

"**Disposal Site**" means the disposal site or sites at which Waste shall be disposed of by Biffa.

"**EA Charge**" means the environmental administration charge levied by Biffa from time to time in accordance with these Conditions.

"**Equipment**" means each and every item of waste disposal equipment hired out by Biffa to the Customer, including containers, further particulars of which are set out at Schedule 1.

"**Excluded Waste**" means those types of waste which are conditionally or unconditionally prohibited from landfill disposal by Relevant Law during the term of this Agreement.

"**Expected Frequency**" means the frequency stated at Schedule 1, being the Customer's expectation of the frequency at which it will require the collection of Waste.

"**Hazardous Waste**" means hazardous waste as defined by Relevant Law.

"**Inert Waste**" means inert waste as defined by Relevant Law.

"**Non Hazardous Waste**" means non-hazardous waste as defined by Relevant Law.

"**Relevant Law**" means any statute, European Community legislation or the requirements of any government department, local authority or other public or competent authority, and guidelines contained in government waste management papers and codes of practice issued by the government for the waste disposal industry and which are relevant to the parties' obligations under this Agreement.

"**Scheduled Collection Day(s)**" means the scheduled collection day or days (as the case may be) set out at Schedule 1 as amended from time to time in accordance with this Agreement.

"**Service**" means the provision of Equipment and a Transfer Note (or any other document required for the storage, collection, transportation and disposal of Waste in accordance with Relevant Law) for completion by the parties, collection of Waste, transport of Waste and disposal of Waste or any part thereof as agreed between Biffa and the Customer.

"**Special Waste**" means a special waste as defined in the Special Waste Regulations 1996 or any other Relevant Law.

"**Transfer Note**" means the current controlled waste description and transfer note completed by the Customer and Biffa pursuant to the provisions of Relevant Law.

"**Transgression**" means any single breach of this Agreement, tort or other act default omission or statement of Biffa its employees agents or subcontractors in respect of which Biffa is held liable to the Customer.

"**Vehicle**" means each and every vehicle owned or operated by Biffa, its agents or sub-contractors which visits any Collection Site to deliver, empty, replace or remove Equipment.

"**Waste**" means the waste further particulars of which are set out in the Agreement and in any current Transfer Note applicable to this Agreement and which, unless stated otherwise, shall exclude Animal By-Product, Hazardous Waste, Special Waste and Excluded Waste.

"**Working Day**" means a day (excluding Saturday and days where local holidays to not coincide with public/bank holidays) on which banks in London are open for general business.

1. GENERAL

1.1. This Agreement contains the whole agreement between the parties in respect of all matters which are referred to and supersedes any prior written or oral agreement between the parties and these Conditions shall apply to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever). The parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act. No additions or modifications to or terms inconsistent with these Conditions shall be binding upon Biffa unless specifically agreed in writing by Biffa.

1.2. Biffa may require a credit application from the Customer and in processing the credit application the Customer consents that Biffa may make enquiries of credit reference agencies or other sources, who may keep a record of Biffa's enquiry, and that Biffa may use any information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing.

1.3. The rights and obligations of the Customer under this Agreement shall be personal and shall not be assignable without the express consent of Biffa.

1.4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

2. DURATION

2.1. The Agreement shall commence on the Commencement Date and shall continue unless terminated in accordance with this Agreement.

2.2. The Service shall commence with effect from the date agreed between the parties.

2.3. Unless stated otherwise in this Agreement during the period of this Agreement the Customer shall not obtain the Service or services substantially similar to the Service from any third party.

3. PAYMENT TERMS

3.1. The amounts stated in this Agreement are exclusive of VAT and the Customer shall pay all sums due in respect of VAT in accordance with the invoice for the Service. Biffa will ensure that each invoice for the Service contains adequate details of the VAT charged.

3.2. Biffa shall endeavour to submit an invoice or invoices (as the case may be) to the Customer on a monthly basis at the address(es) notified to it for the purpose provided that it may invoice the Customer on or at any time after performance of the Service. All payments for the Service shall be due and payable within 30 days of the date of the invoice for the Service save that payment of all outstanding invoices shall become due on the

expiry or termination of this Agreement howsoever caused. All payments made by the Customer under this Agreement shall be made in full without any set-off or counter-claim whatever and the time of payment shall be of the essence of this Agreement.

3.3. Whether or not separately invoiced, amounts due in respect of each collection of Waste at each Collection Site are to be regarded as separate debts and if the Customer disputes any individual debt it shall not be entitled to withhold payment of any other debts which have been invoiced.

3.4. Any sums which are not paid by the due date shall thereafter attract interest on a daily basis at a rate of 4% per annum above the base lending rate for the time being of Barclays Bank plc. Without prejudice to Biffa's other rights in respect thereof, if the Customer defaults in payment by the due date of any amount invoiced for the Service, Biffa shall be entitled to withhold further performance of this Agreement until all arrears have been discharged by the Customer.

3.5. The Customer shall not be entitled to dispute any payment made. The Customer agrees that Biffa's records will be proof of the Service provided.

3.6. Without prejudice to any other rights of Biffa, if there is or there arises reason to doubt that amounts due from the Customer will be paid in full then Biffa reserves the right to require payment in advance before commencing or continuing the Service or at its sole discretion Biffa may terminate the Agreement forthwith.

4. CHARGE

4.1. Biffa shall have the right to increase the Charge at any time to take account of any variation in Biffa's costs including (but not limited to) variations in wages, disposal costs, administration costs, cost of materials and Equipment, fuel costs, taxes, duties and cost of compliance with Relevant Law. Biffa shall endeavour to give the Customer not less than one calendar month's notice of any variation of the Charge under this Clause but notwithstanding this the Customer shall be liable to pay any increase from the date specified in the notice.

4.2. Where the Collection Charge is based on an Assumed Weight Biffa may revise the Assumed Weight (and consequently and proportionately the Collection Charge) at any time if it reasonably believes that the actual average weight per collection is less than or greater than the Assumed Weight.

4.3. Biffa may charge and the Customer shall pay to Biffa the EA Charge. Biffa shall endeavour to give not less than one month's notice to the Customer of the EA Charge but notwithstanding this and subject to condition 3.2 hereof the Customer shall be liable to pay the EA Charge within 30 days of the date of the invoice.

5. DELIVERY ACCESS UNLOADING AND RETURN

5.1. The Equipment shall be delivered to the Collection Sites in the quantity specified at Schedule 1. Time of delivery shall not be of the essence of this Agreement.

5.2. The Customer shall take delivery of the Equipment on the date agreed between the parties and shall provide suitable access to the Collection Site, a suitable and safe area for siting the Equipment and suitable facilities for turning the Vehicle around.

5.3. The driver of the Vehicle may in his absolute discretion refuse delivery if he believes that access to the Collection Site or turning facilities are unsafe or likely to cause damage to any property including the Vehicle or if there is any reason to believe that the proposed area for siting the Equipment is unsuitable.

5.4. Subject to condition 9.2, the Customer shall be responsible for the safety of any person (including the employees and agents of Biffa) whilst on or about the Collection Site.

6. PERFORMANCE DATES AND FORCE MAJEURE

6.1. Biffa will use reasonable endeavours to meet the dates for collection agreed between the parties (which shall always be Working Days unless expressly agreed otherwise between Biffa and the Customer) but shall not be liable for late performance or delay in performance of the Service and delays shall not entitle the Customer to rescind the agreement.

6.2. Without prejudice to the generality of condition 6.1, Biffa shall have no liability for any delay or default in the provision of the Service caused directly or indirectly by breakdown or unavailability of Equipment or Vehicles inability to obtain labour or any other causes beyond Biffa's reasonable control.

7. CHANGES IN CUSTOMER REQUIREMENTS

7.1. If the Customer's requirements for the Service shall at any time change the Customer shall notify the Biffa depot which is local to the relevant Collection Site and Biffa shall, subject to condition 7.2, implement such changes in a manner and at a time as are agreed between the Customer and Biffa.

7.2. Biffa and the Customer shall join in making such written amendments to this Agreement (which, for the avoidance of doubt includes the Charge) and in executing such replacement Transfer Note as may be necessary to give effect to any changes agreed under this condition 7.

8. RISK

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

9. TERMS AND REPRESENTATIONS

These Clauses set out the Customer's rights in respect of any loss or damage caused by the provision of the Service or any statements made by Biffa, its employees or agents. Customers are advised to read these provisions carefully and to check that they are covered by insurance against any loss or damage that they may sustain in respect of which the potential liability of Biffa is or may be restricted or excluded hereunder.

9.1. The Equipment shall be deemed to be in good working order and condition and fit for the Customer's purpose (save for defects not discoverable by a reasonable examination) except to the extent that the Customer has notified Biffa to the contrary within three Working Days of the delivery of the Equipment to the Collection Site.

9.2. Biffa accepts liability for death or personal injury to the extent that it results from negligence of Biffa, its employees or agents and further accepts liability for any breach on the part of Biffa of any condition or warranty as to title and quiet possession which may be implied by Section 7 of the Supply of Goods and Services Act 1982.

9.3. Subject to condition 9.4, Biffa also accepts liability for any other direct loss or damage (but not any indirect or consequential loss, including but not limited to loss of profits, production, business or reputation) in relation to the Equipment, the Service or items belonging to the Customer, its employees or agents (including personal effects) to the extent that it results from:

9.3.1. a breach by Biffa of any of the express provisions of these Conditions; or

- 9.3.2.** the negligence of Biffa, its employees or agents and does not result from (and to the extent that it is not contributed to by) the act, omission or negligence of the Customer, its employees or agents and so that Biffa shall not otherwise be liable for any defect in the Equipment or loss, damage, nuisance or interference whatsoever caused by or in relation to the Equipment, the Service or items belonging to the Customer, its employees or agents (including personal effects) and the same shall be the liability of the Customer.
- 9.4.** Biffa's total liability (including for related costs, fees and expenses) in respect of any one Transgression (except one giving rise to the liability referred to in condition 9.2) shall be limited to £50,000.
- 9.5.** If any exclusion or limitation of liability or any other provision contained in this condition 9 or otherwise contained in the Agreement is held invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted, but if Biffa thereby becomes liable for any defect or loss, damage or nuisance which would have otherwise been excluded such liability shall be subject to the other exclusions limitations or provisions set out in the Agreement.
- 9.6.** The provisions of this condition 9 shall remain in full force and effect notwithstanding any breach of this Agreement by Biffa, and shall apply to such breach whether or not this Agreement is terminated in consequence of such breach.
- 10. EMPTYING REPLACEMENT AND REMOVAL**
- 10.1.** The Customer shall at all times allow Biffa, its employees or agents and its vehicles access to the Equipment to empty or replace it and on the termination of this Agreement to remove it from the Collection Site.
- 10.2.** All Waste deposited in the Equipment shall become the property of Biffa from the time when Biffa empties or replaces the Equipment PROVIDED THAT this condition shall not absolve the Customer from any liability or responsibility in relation to the Waste.
- 10.3.** The Customer shall ensure that all Waste is placed inside the Equipment. Unless expressly agreed otherwise Biffa shall not be obliged to collect Waste which is not placed inside the Equipment.
- 10.4.** If Biffa is required to collect waste not placed inside the Equipment then the Customer must ensure that the Waste is clearly identified as belonging to the Customer and is segregated from third party waste. If the Customer is in default of this condition 10.4 and Biffa collects third party waste Biffa shall not be liable to the Customer and the Customer shall indemnify Biffa from and against all costs arising from the collection, transportation and disposal of third party waste.
- 11. EQUIPMENT**
- 11.1.** The Customer will conform to any statutory enactments and regulations and bye-laws and regulations of local or other statutory authorities which apply to the Equipment.
- 11.2.** The Customer shall not:
- 11.2.1.** overload or overfill the Equipment (for the avoidance of doubt overfilling refers to Waste exceeding the level sides of the Equipment); or
- 11.2.2.** set fire to the contents of the Equipment; or
- 11.2.3.** interfere with the mechanism of the Equipment; or
- 11.2.4.** add or attach to the Equipment any painting, sign, writing, lettering or advertising; or
- 11.2.5.** place or cause to be placed into the Equipment material other than Waste.
- 11.3.** All Equipment provided shall remain the property of Biffa and the Customer will have no rights in the Equipment other than as a mere bailee. The Equipment must only be used by the Customer and must be kept at the Collection Site. The Customer shall have no right of lien over the Equipment.
- 11.4.** The Customer has agreed that the Equipment is suitable to contain and transport the Waste in the quantities specified. Biffa relies on the Customer's advice as to the quantity and weight of Waste involved in the provision of the Service.
- 12. WASTE AND TRANSFER NOTES**
- 12.1.** The Customer and Biffa shall each sign a Transfer Note on or before the start date of the Transfer Note and a new Transfer Note:
- 12.1.1.** without prejudice to condition 12.3, at any time when there is a change in any of the details of the relevant and current Transfer Note; and/or
- 12.1.2.** before the expiration of twelve months from the Commencement Date or from the start date of the current Transfer Note (whichever is earlier). Biffa shall not be obliged to collect any Waste unless and until it receives a signed and completed Transfer Note in that respect.
- 12.2.** The Customer warrants that the description of the Waste (including, for the avoidance of doubt, details relating to weight and compactability) contained in the Agreement or in the Transfer Note will during the term of the Agreement be true and complete. Biffa relies on those details in the provision of the Service. Biffa shall be entitled to take samples of the materials placed in the Equipment to satisfy itself that the description is accurate prior to collection and disposal. Such right shall under no circumstances relieve the Customer of its obligations to describe the Waste accurately.
- 12.3.** The Customer may not place or caused to be placed in the Equipment any material other than Waste described in the Agreement or, if such has been signed, in the current Transfer Note.
- 12.4.** Without prejudice to the generality of the provisions of this condition 12, Biffa will be entitled to refuse to deal with any material:
- 12.4.1.** which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous; or
- 12.4.2.** the handling of which may cause Biffa to incur civil or criminal liability; or
- 12.4.3.** which in Biffa's reasonable opinion does not comply with the description given to Biffa in accordance with this Agreement; or
- 12.4.4.** the disposal of which might involve Biffa in additional expense or an unreasonable amount of extra work.
- 12.5.** Except as provided in this condition 12.5 Biffa is not, and shall in no circumstances hold itself out as being the servant, partner or agent of the Customer. If Biffa is providing the Customer with a single Transfer Note the terms of this condition 12.4 shall apply.
- 12.5.1.** Subject to condition 12.5.2, Biffa shall to the extent to which it is authorised by these Conditions act as the Customer's agent for the purpose of fulfilling the Customer's continuing obligations under regulation 2 of the Environmental Protection (Duty of Care) Regulations 1991. Biffa's authority shall be limited to signing on behalf of the Customer during this Agreement:
- 12.5.1.1.** Transfer Notes effecting the transfer of Waste from the Customer to any sub-contractor engaged by Biffa to collect Waste from any Collection Site; and
- 12.5.1.2.** Transfer Notes which effect changes required by the Customer to be made to the current single Transfer Note in relation to the quantity or type of Equipment at any Collection Site, the frequency of collections from any Collection Site or the addition and/or deletion of a Collection Site to/from Schedule 1.

- 12.5.2.** The Customer shall complete and sign the first Transfer Note applicable to this Agreement.

13. NAME PLATES

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

14. DISPOSAL

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

15. LIABILITIES OF THE CUSTOMER

- 15.1.** During the Agreement the Customer shall make good to Biffa all loss of or damage to the Equipment (fair wear and tear excepted).

- 15.2.** Subject to condition 9, the Customer shall indemnify and hold Biffa harmless against any injury demands actions costs charges expenses loss damage or liability to any persons or property arising from:

- 15.2.1.** any default act omission or negligence of the Customer its agents or employees; or

- 15.2.2.** the provision of the Service.

- 15.3.** If the Customer requests that the Equipment be placed in a position which requires the Vehicle to leave the public highway the Customer shall indemnify and hold Biffa harmless against any loss costs claims damages or expenses which Biffa may thereby incur whether as a result of damage to the Vehicle, the Equipment, the property of the Customer or a third party including damage to the road margin or pavements.

- 15.4.** The Customer shall maintain insurance cover in respect of this indemnity and shall at the request of Biffa provide a copy of the insurance policy as proof of maintaining such cover.

16. TERMINATION

- 16.1.** If the Customer commits any breach of this Agreement Biffa may, in addition to its other rights in respect thereof, give notice to the Customer to terminate this Agreement immediately or, at the option of Biffa, after 21 days from the date of such notice if the Customer shall not have remedied the breach to Biffa's satisfaction during that time.

- 16.2.** If the Customer shall have a receiver, an administrator or an administrative receiver appointed for the whole or any part of its assets or if an order shall be made or a resolution passed for its winding-up (unless this is for the purpose of its reconstruction or amalgamation) then this Agreement shall terminate forthwith.

- 16.3.** Either party may terminate this Agreement by the service of notice, which must be of not less than three months duration and not more than six months duration, must be expressed to expire on the date which is three months after any anniversary of the Commencement Date and must be given in the manner set out in condition 18.

- 16.4.** If Biffa elects to terminate this Agreement under condition 16.1, or the Agreement is terminated under condition 16.2, the Customer shall pay all Charges accrued due and in addition shall pay to Biffa as liquidated damages (and the Customer acknowledges this to be a genuine pre-estimate of the likely loss which Biffa would incur in such event) for the period (the "Damages Period") from the date of such termination to the earliest date on which this Agreement could validly be terminated by a notice given in accordance with condition 16.3, the following amount:

- 16.4.1.** in relation to the Service provided on a Scheduled Collection Day, an amount equal to 41% of the aggregate Daily Rental and Collection Charge which would have become payable in respect of the Service during the Damages Period;

- 16.4.2.** in relation to the Service not provided on a Scheduled Collection Day but upon request, an amount equal to 41% of the aggregate Daily Rental and Collection Charge which would have become payable in respect of the Service during the Damages Period on the following assumptions:

- 16.4.3.** where the Service has been provided for less than three months, that collections would have been made during the Damages Period at the Expected Frequency; or

- 16.4.4.** where the Service has been provided for more than three months, that collections would have been made during the Damages Period at the greater of:

- 16.4.4.1.** the Expected Frequency; or

- 16.4.4.2.** at the same average rate as during the three months immediately preceding the termination date.

- 16.5.** Termination of this Agreement shall be without prejudice to any rights or liabilities of either party which may have accrued to that date.

17. AMENDMENT

- 17.1.** Biffa reserves the right to amend the Agreement as it considers necessary to comply with Relevant Law and will notify any such amendment to the Customer as soon as practicable.

18. NOTICES

- 18.1.** Any proposal acceptance agreement authority permission or notice referred to in these Conditions shall be:

- 18.1.1.** in writing; and

- 18.1.2.** given to the party for whom it is intended at the address for that party as set out in this Agreement, or such address as is notified to the other party for that purpose; and

- 18.1.3.** given by post, facsimile or e-mail and shall be deemed to have been received two Working Days after the date of posting or one Working Day after the date of successful facsimile transmission or email as the case may be.

19. GOVERNING LAW

- 19.1.** The Agreement shall be governed by and construed in accordance with the Laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

- 19.2.** Any reference to any Act of Parliament Regulation or Order shall include any re-enactment, amendment, replacement or modification thereof.

20. FOREBEARANCE

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