

## Appendix E Proforma for Planning Applications



**MANCHESTER  
CITY COUNCIL**

### Planning Application – Waste Management Strategy

Planning Application Number: 135822/FO/2022

Date Submitted: 30 March 2023

#### Estimated volumes/ m<sup>2</sup> required by the development

##### Low Rise Domestic

| Waste Types        | Capacity Required (litres) | Number of bins required per household | Confirm what is to be provided |
|--------------------|----------------------------|---------------------------------------|--------------------------------|
| General refuse     | 140 / 240                  | 1 x wheeled bin                       | N/A                            |
| Pulpable Recycling | 140 / 240                  | 1 x wheeled bin                       | N/A                            |
| Mixed Recycling    | 140 / 240                  | 1 x wheeled bin                       | N.A                            |
| Garden Waste       | 140 / 240                  | 1 x wheeled bin                       | N/A                            |
| Food Waste         | 23                         | 1 x 23 litre caddy                    | N/A                            |

##### High Rise Apartment Developments

|                                                                                                                                                                                                                                          | Yes/No - how much space has been provided? |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 0.43m <sup>2</sup> has been provided per apartment for the container space. Space to manoeuvre and access containers individually has also been provided so that each container can be accessed and removed for collection individually. | N/A                                        |

## Commercial Developments

Please state number of bins you propose, showing calculations where appropriate.

General Waste - 1100 litre 4 wheeled bin  
Pulpable Recycling - 1100 litre 4 wheeled bin  
Mixed Recycling - 1100 litre 4 wheeled bin  
Food Waste - 1100 litre 4 wheeled bin  
Industrial Waste - N/A

Has / will a contract be obtained with a licenced waste carrier?



**Contract with a licenced waste carrier is in place.**

## Mixed Use Developments

Are the stores for residential and commercial separate from each other?



N/A

## Internal Stores (Residential and Commercial)

Please provide details of internal stores / segregation of waste and recycling.

Internal storage of waste for the takeaway includes a general waste bin whereby customers can dispose of food and other rubbish.

In the kitchen and serving areas of the takeaway this will include food waste, general waste and recyclable materials such as paper and cardboard. This will be clearly labelled and segregated to ensure all staff members use the correct waste.

Designated areas have been allocated for waste with suitable labels to ensure the correct waste bin is used.

## Storage Areas for Waste Containers (Residential and Commercial)

Please provide details of container stores, attaching plans if appropriate.

Storage areas for container stores for the takeaway will be located in the back yard of the property, that is located/ accessible within 2 metres from the takeaway back door.

Storage areas will have clearly labelled areas for each container e.g. general waste, food waste and cardboard. Each container bin will also have different colours for each use e.g. blue bin for cardboard recycling. This will ensure easy collection for bin crew and staff at the takeaway.

Containers will have easy, horizontal removal over a smooth and continuous surface to ensure easy access by both staff at the takeaway crew members for waste collection.

The walkway for the waste containers is approximately 6 metres in width, therefore providing enough space to easily access containers without having to move other containers.

Ensure all bins in the store are accessible



Ensure recycling facilities are as easy to access as general refuse



Please confirm details of waste store ventilation and hygiene / cleaning proposals

Ventilation - External waste store will be well ventilated as this is outside.

Hygiene - All waste containers will be emptied regularly for all internal waste inside the takeaway. Staff will also regularly clean in and around all waste containers.  
All waste containers will be collected on a weekly basis by an external carrier to ensure waste container storage is kept clean regularly. Staff will also ensure regular cleaning in the storage area.

Please provide details of who will be responsible for placing the bins at the collection point and returning them to the store / property promptly e.g. resident / management company

Staff members working at the takeaway will have a rota in place to show which member of staff will need to take bins to collection point.

**Please ensure that you have attached:**

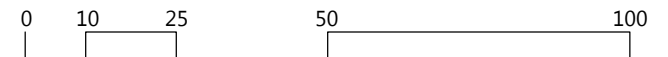
|                                                                                                     |                                     |
|-----------------------------------------------------------------------------------------------------|-------------------------------------|
| Detailed plans of waste stores                                                                      | <input checked="" type="checkbox"/> |
| Location plans showing stores                                                                       | <input checked="" type="checkbox"/> |
| Location plans showing the proposed collection point and the route the collection vehicle will take | <input checked="" type="checkbox"/> |

Please ensure that you have completed this form in accordance with our GD04 Waste Storage and Collection Guidance for New Developments



PROPOSED DEMISE PLAN

1:1250



**studioPH**  
architecture

studioPH Limited  
Unit 60A  
Atlantic Business Centre  
Atlantic Street  
Altrincham  
WA14 5NQ

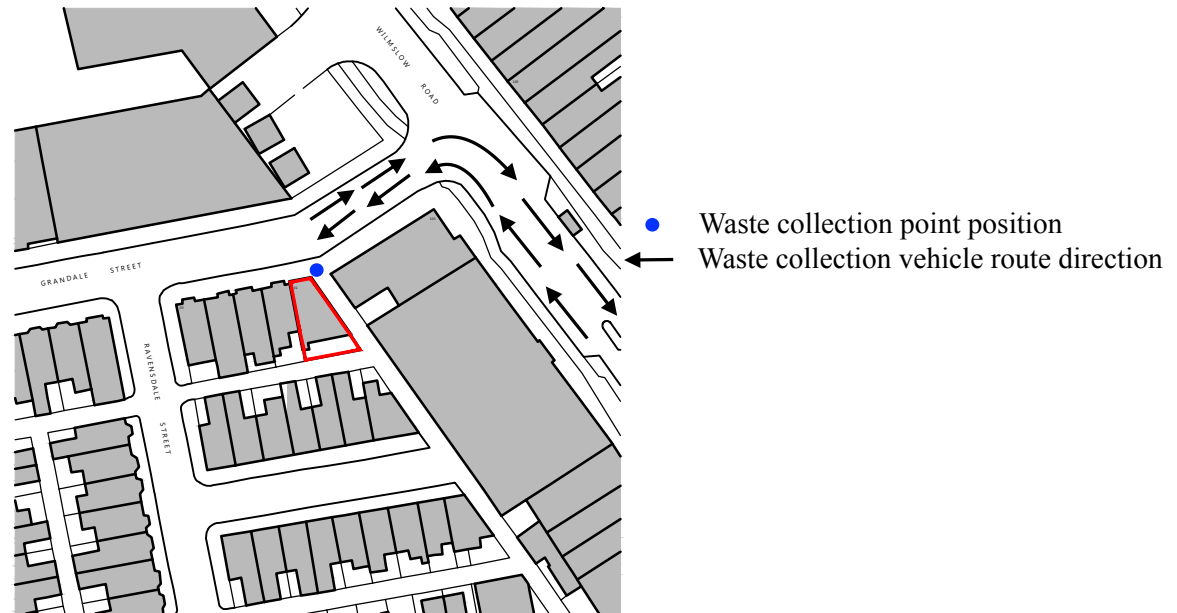
0161 823 3530

phil@studioPH.co.uk

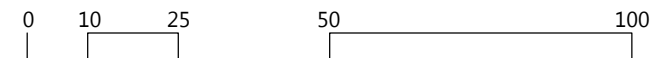
www.studioPHarchitecture.co.uk

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Location plan showing collection point and route collection



1:1250







# Account Application

## CUSTOMER DETAILS

**Customer Name:** ALEEN MCR LTD TA DREAM RESTAURANT 'THE BUYER'  
**Registered Address:** 1 GRANDALE STREET  
MANCHESTER  
GREATER MANCHESTER  
M14 5WS  
**Corporate Identity:** LIMITED COMPANY  
**Company Reg:** 14519537  
**Vat Reg No:** N/A  
**Telephone:** 07856558536  
**Email:** AKAM2019@OUTLOOK.COM

## DIRECTORS/ OWNERS

**Name:** ACRAM KERIM  
**DOB:** TBC  
**Address:** 1 GRANDALE STREET  
**Name:** N/A  
**DOB:** N/A  
**Address:** N/A

## PAYMENT

**Terms:** STANDARD CREDIT  
**Bank:** ABBEY NATIONAL  
**Sort:** 000000  
**Account:** 00000000

## PERSONAL GUARANTEE & INDEMNITY

n/a

## DECLARATION

By electronically signing this document, I/We hereby confirm that the details are correct. I/We also confirm that I/We have authority to sign this contract on behalf of the company detailed on this contract. I/We also consent to the Bank named on our direct debit mandate providing a reference to Ash Waste Services. Ash Waste Services may also carry out a credit search against the Customer and/or the named director/owner (above). I/We also confirm that my signature will appear on the following forms within the pdf document. 1 Account Application, 2. Transfer Note, 3. Direct Debit, 4. Site Assessment, 5. Letter Of Authority

I/We confirm that I/We have seen and read the below PDF, and agree to be bound to the Ash Waste Services's terms and conditions of contract. I/We also confirm that I/We have seen and read the below PDF Letter of Authority.

## SIGNATURE

**Signature:**   
**Name:** Acram Kerim  
**Position:** Director  
**Date:** 23/02/2023



# Collection Agreement / Waste Transfer Note

## CUSTOMER DETAILS

**Customer Trading Name:** ALEEN MCR LTD TA DREAM RESTAURANT

**Invoice Address:** 1 GRANDALE STREET

MANCHESTER  
GREATER MANCHESTER M14 5WS

**Contact Name:** ACRAM KERIM

**Contact Email:** AKAM2019@OUTLOOK.COM

**Agreement Date:** 23/02/2023

**Telephone:** 07856558536

**Mobile:** 07856558536

**Current Provider:** N/A

**Deposit:** £0.00 NONE

## AUTHORISATION

The Customer agrees to accept the service set out below and agrees to be bound by the conditions set out on the last page of this document for the removal of waste.

**Signature:** 

on behalf of Supplier:

**Name:** Matthew Pennington

**Position:** Business Development Manager

**Signature:** 

on behalf of Customer:

**Name:** Acram Kerim

**Position:** Director

## ADDITIONAL INFORMATION

Initial Contract 12 Months

## SITE: DREAM RESTAURANT

**Site Address:** 1 GRANDALE STREET

MANCHESTER  
GREATER MANCHESTER M14 5WS

**Site Contact:** AKED

T: 07856558536  
M: 07856558536

**Invoice Contact:** AKED

T: 07856558536

## SERVICE SCHEDULE

## WASTE SCHEDULE

**Producer:** DREAM RESTAURANT

**SIC Code | Customer Type:** 56102 | Unlicensed restaurants and cafes

**Waste Description:** General compactable. Dry non-hazardous waste types as described by the European Waste Catalogue of :

|                     |                     |                     |                              |
|---------------------|---------------------|---------------------|------------------------------|
| Paper & Cardboard   | Glass               | Plastic             | Small Metals (cans etc.)     |
| 20 01 01 / 15 01 01 | 20 01 02 / 15 01 07 | 20 01 39 / 15 01 02 | 20 01 40 / 15 01 04          |
| Food Waste          | Dry Mixed Recycling | Wood                | <b>Mixed Municipal Waste</b> |
| 20 01 08            | 20 03 01            | 20 01 38 / 15 01 03 | <b>20 03 01</b>              |

I confirm that I have fulfilled my duty to apply the waste hierarchy as requested by Regulation 12 of the Waste (England & Wales) Regulations 2011 (as amended).

The rates below are based on a maximum weight per container per lift of 55 kg/m<sup>3</sup> for general waste and 35 kg/m<sup>3</sup> for dry mixed recycling, cardboard, glass or any other recyclables.

Transfer Note valid until 31st December 2023

| Waste         | Size       | Qty | Freq.      | Del. Date | Lift Rate (per lift per bin) | Rental (per day) | DOC (per day) | Del. Charge | Allowed Weight (per lift in Kgs) |
|---------------|------------|-----|------------|-----------|------------------------------|------------------|---------------|-------------|----------------------------------|
| General Waste | 1100 Litre | 1   | 1 per week | ASAP      | £13.50                       | £0.10            | £0.10         | £0.00       | 70.00                            |

We have discussed your kilogram allowance for the bin that you require and this appears above in the service schedule section, if you exceed this weight allowance when your bin is emptied you will incur additional charges at a pence per kilogram rate.



## Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Ash Waste Services  
Unit 16 Wilkinson Court  
Wrexham Industrial Estate  
Wrexham  
Wrexham  
LL13 9AE

Service user number

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 4 | 1 | 5 | 9 | 3 | 8 |
|---|---|---|---|---|---|

Name(s) of account holder(s):

Aleen MCR Ltd ta Dream Restaurant

Reference

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

### Instructions to your bank or building society

Please pay Ash Waste Services 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 Ash Waste Services and, if so, details will be passed electronically to my bank/building society.

Bank/building society account number

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|---|---|---|---|---|---|---|---|

Branch sort code

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0 | 0 |
|---|---|---|---|---|---|

Name and full postal address of your bank or building society

To The Manager  
Abbey National  
Manchester

signature(s)

23/02/2023

Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

### The Direct Debit Guarantee

The 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 Ash Waste Services will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request Ash Waste Services 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 Ash Waste Services 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 back when Ash Waste Services 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.



## Site Assessment

**Site Address:**

1 Grandale Street

Manchester

Greater Manchester

M14 5WS

The management of Health and Safety at Work Act 1999. All risks should be planned in accordance with other regulations that will apply.

ACCESS TO BINS/BAGS REQUIRED FROM 06:00 - 18:00

### SITE: Aleen MCR Ltd ta Dream Restaurant

Location and access to bin(s)

Is the point of access the same as the site address? (E.g. is access to the bin(s) via a separate entrance service road?)

YES

Yes to left of property

Is there 24 hour access to the bin(s)?

YES

No access 24 hours. Customer to put the bin out the night before collection

Are there any gates/doors between the proposed bin location and the roadside?

YES

na

If yes, are the gates locked?

YES

NA

If yes, can we have a key/code?

YES

NA

Will the waste be stored on level ground? (e.g. are there any steps or slopes between the bin location and the road?)

YES

Yes stored on Pavement

Does the bin require a lock? (only available for 660 and 1100 litre bins)

YES

Yes bin require locks

Specific site rules:

YES

Is there suitable access to your premises for standard LGV lorries, including parking and manoeuvring?

YES

Yes

In order to access your site, locate your waste storage area, then leave your site, would this require any vehicle reversing manoeuvres?

YES

No reversing. The waggon can park on the main road

Are there any people potentially at risk at any time from our moving vehicle, either on your site or close by? eg. Pedestrians, children.

YES

Yes the public

What is the approximate distance between your waste location and where our lorry can park?

YES

30 ft

Is the waste location adequately lit for our drivers to operate safely?

YES

Yes lit with street lights

Would the route between the lorry and the waste be even and clear of any obstructions and slip/trip hazards?

YES

Cars are parked on this sreet

### SIGNATURE

**Signature:**

**Name:**

Acram Kerim

**Position:**

Director

**Date:**

23/02/2023

**1.1** The definitions and rules of interpretation in this clause apply in these terms. ASH Containers: the containers provided to the Customer for the purposes of the disposal and collection of the Customer's waste Contract: the waste collection agreement, and any continuation thereof, entered into between ASH and the Customer Customer: the person, firm or company who benefits from the Services provided by ASH. Contract Period: as defined in clause 2.6 (below) Services: principally waste collection and disposal but includes any and all services provided or to be provided by ASH to the Customer Start Date: the sooner of (i) the date on which either the Customer agrees to accept these terms (usually by signing the Contract) or, (ii) the date on which ASH provides Services to the Customer. VAT: value added tax chargeable under English law for the time being and any similar additional tax.

**1.2** A reference to a statute or statutory provision is a reference to it as it is in force for the time being.

**1.3** Any obligation in these terms on the Customer not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

**1.4** Subject to clause 9.3 any obligation on and/or reference to the Customer shall include that party's agents, sub-contractors or employees.

**2.**

**2.1** These terms shall apply to the Services. The Terms shall bind the Customer immediately upon the Start Date.

**2.2** The Services shall be supplied for the Contract Period unless terminated in accordance with clause 8. If the Customer does not want the Services to be provided beyond the Contract Period then the Customer must provide written notice to ASH with that notice expiring on the exact date on which the Contract Period expires. This notice must be received by ASH not less than 3 and not more than 5 months before the precise date on which the Contract Period expires.

**2.3** If this agreement is not terminated in accordance with clause 2.2 then it shall roll-over on these terms for a period of 36 months (a "Successive Period"). Every 36 months, the agreement will renew again for a further Successive Period unless and until terminated in accordance with clause 2.4.

**2.4** If the Customer does not want the agreement to renew into a further Successive Period, the Customer must provide written notice to ASH with that notice expiring on the exact date on which the Successive Period expires. This notice must be received by ASH not less than 3 and not more than 5 months before the precise date on which the Successive Period expires.

**2.5** Any notices given pursuant to clauses 2.2 and/or 2.4 must comply with clause 9.15.

**2.6** Contract Period shall mean (unless expressly stated otherwise in the Contract): (i) in the case of a new Customer 36 calendar months beginning on the date on which the containers are delivered to the Customer (ii) in the case of an existing Customer, 36 calendar months beginning on the date on which the new or extended contract is entered into or, if earlier, Services start after agreement regarding a new or extended contract has been reached.

**3.**

**3.1** ASH shall use reasonable endeavours to provide the Services. Any collection of waste made by ASH shall be in accordance with the relevant legislation. ASH is only obliged to collect waste stored in the ASH Containers and shall not be obliged to collect any waste which is not safely and securely deposited in the ASH Containers.

**3.2** Time shall not be of the essence in respect of the Services. A failure by ASH to make a collection on any particular day shall not be a breach of this agreement nor shall it constitute negligence. If the Customer alleges that ASH has missed a collection, the burden shall be on the Customer to prove, by way of contemporaneous documentary evidence, that the collection was missed. Any missed collections must be reported by email to the ASH customer services team within 48 hours. Unless the Customer makes an email complaint within that period, the presumption shall be that the collection took place as scheduled.

**3.3** Upon the Customer's waste being placed in an ASH wagon by ASH, title in and ownership of that waste shall vest in ASH. The Customer will remain liable to ASH as provided for in clause 4.8 in respect of any substance deposited in the ASH Containers.

**4.**

**4.1** The Customer shall:

**(a)** Co-operate with ASH in all matters relating to the Services;

**(b)** Provide ASH, in a timely manner and at no charge, with access to the (i) Customer's premises as necessary to provide the Services and (ii) the ASH Containers (including space necessary for parking, reversing and turning ASH's wagons). The driver of the ASH wagon may, at their discretion, refuse to make a collection if they consider that to proceed with the collection would compromise the health and safety of any party, or if the ASH Container is overloaded. In the event that ASH cannot, through no fault of its own, access the Containers in order to perform the Services the Customer shall be responsible for resolving any such access issues (at its own cost) ;

**(c)** be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services including ensuring that the containers are located in a safe and accessible position as well as ensuring that the ASH Containers are accessible for collection;

**(d)** Inform ASH of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;

**(e)** Obtain and maintain all necessary licences and consents and comply with all relevant legislation, regulations and good practice in relation to the Services;

**(f)** Only deposit in the ASH Containers, the type of waste detailed in the Contract. In particular, the Customer shall not deposit any confidential and/or contaminated waste and/or include waste which requires notification under the Special Waste Regulations 1980;

**(g)** Place all waste into the ASH Containers in sealed bags;

**(h)** Not overload the ASH Containers. Overloading shall mean:

**(i)** In the case of general waste, more than 55kg per cubic metre of waste deposited in the individual ASH Container; or

**(ii)** in the case of glass, cardboard, dry mixed recycling or any other recyclables, more than 35kg per cubic metre of waste deposited in the individual ASH Container;

**(iii)** The ASH Container is too heavy or unsafe to move with the sole opinion of ASH being determinative as to what constitutes too heavy or unsafe;

**(iv)** Placing such waste in the ASH Container so that the lid cannot be closed.

**(v)** Use ASH and only ASH to provide the Services; or provide services materially similar to the Services, from the beginning of the Contract Period;

**(j)** If ASH is assisting the Customer in dealing with any incumbent Service provider, the Customer shall provide ASH with such reasonable assistance as ASH may require in respect of those dealings. In particular, the Customer hereby acknowledges that once it signs the Contract it is obliged to permit ASH to start the Services upon the lawful coming to an end of the Customer's contract with the incumbent provider. The Customer shall owe ASH a duty of good faith during any gap between the Start Date and the beginning of the Contract Period.

**(k)**

**4.2** The Customer warrants that:

**(a)** The details of its waste requirements given to ASH prior to entering into this agreement are true and accurate; and

**(b)** The Customer is using the Services solely and exclusively in connection with a business that the Customer is operating.

**4.3** The Customer shall have no right of lien over the ASH Containers.

**4.4** Save as provided for in clause 4.5 the ASH Containers remain at all times the property of ASH but whilst the ASH Containers are in the Customer's possession the Customer shall keep and maintain the ASH Containers in good condition, insure them and not dispose of or use the ASH Containers other than for the purpose for which they have been supplied by ASH.

**4.5** The Customer acknowledges that the ASH Containers are solely to be used at the Customer's premises and the containers are not intended to be used, nor are they suitable to be used, on the public highway. If, for whatever reason, the Customer does place any of the ASH Containers off the Customer's premises then:

**(a)** For the purpose only of sections 139 and 140 of the Highways Act 1980 and the Builders' Skips (Markings) Regulations 1984 the Customer is deemed to be the owner of any ASH Containers;

**(b)** The Customer is responsible for ensuring that any ASH Containers comply with the requirements of the Highways Act 1980, the Builders' Skip (Markings) Regulations 1984 and the requirements or conditions imposed by any local or governmental authority for so long as the ASH Container is in the possession of the Customer;

**(c)** In addition to any other requirements placed on the Customer pursuant to this agreement the Customer shall take all reasonable precautions and exercise all due diligence in respect of ensuring that the ASH Containers do not pose any health and/or safety risk, including but not limited to ensuring that at night the following precautions are taken (i) A traffic lamp in working order and which complies with the Traffic Sign Regulations shall be placed or attached to the ASH Containers, and (ii) Each traffic lamp shall have an illuminate power of not less than 1 candela and shall remain lit throughout hours of darkness.

**4.6** ASH may, from time to time and without notice, change the Services (including but not limited to the time and date of collections) provided that such changes do not adversely affect the fundamental nature of the Services (a change to a collection date shall not be considered to adversely affect the Services).

**4.7** If ASH's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, ASH shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

**4.8** The Customer shall be liable to pay to ASH, on demand, all reasonable costs, charges or losses sustained or incurred by ASH (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to ASH confirming such costs, charges and losses to the Customer in writing.

**4.9** In the event that the Customer fails and/or refuses to pay ASH any sum when due the Customer shall be liable to pay ASH as a debt any costs/charges/fees incurred (including but not limited to legal costs and court fees) by ASH and/or its agents.

**5.**

**5.1** Subject to any of ASH's rights to vary charges, the price for the Services shall be the higher of (i) the price set out in the Contract, or (ii) if these terms apply to the renewal or extension of a Contract, the price paid by the Customer to ASH in respect of the Services in the month immediately preceding the start date of the Successive Period.

**5.2** The Services shall be paid for monthly in advance. Payment for the Services shall not be conditional upon an invoice being raised. All payments made by the Customer under this agreement shall be made in full without any set-off or counterclaim. All sums payable by the Customer pursuant to this agreement, including those payable pursuant to clause 8.3, are due to ASH as a debt.

**5.3** The Customer shall pay for the Services, in full and in cleared funds on the first calendar day of the month or immediately upon receipt of an invoice, or within 7 days of the date of the invoice, whichever is the sooner. If no invoice is raised, and the Customer is not paying by direct debit, the payment for any given collection shall be due within 30 days of the collection taking place.

**5.4** If the Customer has a genuine dispute regarding an invoice, that dispute must be made in writing to ASH (email will suffice) within 14 days of the date of the invoice. The Customer must provide full details of the nature of the dispute and clause 3.2 shall apply (if relevant). The Customer shall be prohibited from disputing an invoice if the Customer has not raised a dispute in accordance with this clause.

**5.5** At the commencement of the Contract ASH may require, at its absolute discretion, the Customer pay to ASH a deposit in such sum as ASH deems appropriate. Any such deposit paid will be held by ASH until such time as this agreement is lawfully brought to an end. ASH may use the deposit, at any time, to discharge or reduce any liabilities owed to it by the Customer whether pursuant to this agreement or otherwise. If, at the end of this agreement, the Customer has no financial liability to ASH then the deposit shall be returned to the Customer. ASH shall not be liable to account to the Customer for any interest earned on the deposit (if any).

**5.6** Without prejudice to any other right or remedy that it may have, if the Customer fails to pay ASH on the due date, ASH may charge under the Late Payment of Commercial Debts (Interest) Act 1998. Interest on such other sums as ASH may be due will be charged from the due date for payment at the annual rate of 4% per annum above the base interest rate from time to time of the Bank of England.

**5.7** Time for payment of any monies due to ASH from the Customer shall be of the essence. The Customer acknowledges that if any payment due to ASH is not made and/or if a direct debit instruction is cancelled by the Customer or returned by the Customer's bank, ASH shall be entitled to suspend the provision of Services until all payments have been made in full. Any return or cancellation of a direct debit shall incur a £25 charge which the Customer accepts is a reasonable charge to compensate ASH for additional administrative costs and work. ASH shall still be entitled to charge the Customer for the Services as if they had been supplied during any period when the Services have been suspended pursuant to this clause.

**5.8** All sums payable to ASH under this agreement shall become due immediately on termination of this agreement.

**5.9** ASH may, without prejudice to any other rights it may have, set off any liability of the Customer to ASH against any liability of ASH to the Customer.

**5.10** The prices quoted by ASH are based on a maximum weight per container per lift which is set out in the Contract. If a container exceeds this weight then ASH shall retain the right to charge reasonable additional sums to the Customer in respect of that additional waste. In the case of any disagreement as to how much excess waste was in the container, ASH's records shall be determinative.

**5.11** In the event that ASH is required to or does make collections in addition to those detailed in the Contract or agreed between the parties, ASH shall be entitled to charge a reasonable price for that additional work.

**5.12** ASH shall be entitled to vary the price payable for the Services so long as (i) there are no more than 3 price variations in any one calendar year, and (ii) the aggregate of any price variations in a calendar year do not increase the price by more than 45% (excluding VAT) from the contracted collection rate at the beginning of the calendar year in which the variations are made. If ASH proposes to vary the price in a way that does not accord with this clause 5.12, the Customer shall have a right to, but shall not be obliged to, terminate the Contract on the express condition that the termination is notified to ASH in writing within 14 calendar days of the date on which the price increase which falls foul of this clause was first notified to the Customer.

**5.13** All prices quoted and charged shall be exclusive of VAT.

**6.**

**6.1** The Customer shall keep in strict confidence any and all information and documents which have been provided to the Customer by ASH and any other confidential information concerning ASH's business or its products which the Customer may obtain.

**7.**

**7.1** This clause sets out the entire financial liability of ASH to the Customer in respect of any breach of this agreement, any use made by the Customer of the Services and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

**7.2** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

**7.3** Nothing in this agreement limits or excludes the liability of ASH:

**(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 ASH.

**7.4** Subject to clauses 7.2 and 7.3,

**(a)** ASH shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods and/or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

**(b)** ASH'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 this agreement shall be limited to ASH's net profit made in respect of the Services during the calendar year in which the liability arises.

**7.5** The Customer hereby acknowledges that the price payable under this agreement is directly related to the level of risk undertaken by ASH and that if the Customer so desired a variation of the price could be negotiated on the basis that the Customer required ASH to increase its level of risk.

**8.**

**8.1** If the Customer materially breaches this agreement or becomes, or in the reasonable opinion of ASH is likely to become, insolvent ASH may (without prejudice to its other rights) forthwith terminate this agreement. The following is a non-exhaustive list of the clauses which shall constitute a material breach: 4.1, 4.2, 4.5, 4.8, 5.3, 6.1 and 9.2.

**8.2** On termination of this agreement for any reason:

**(a)** The Customer shall immediately pay to ASH all of ASH's outstanding unpaid invoices and any interest that has accrued; and

**(b)** The Customer shall, within 7 days of termination, make available to ASH all of the ASH Containers. If the Customer fails to do so, then ASH may enter the Customer's premises and take possession of them. Within 14 days of ASH re-taking possession of the ASH Containers, the Customer shall reimburse ASH the cost of the refurbishment of the container(s) used in connection with the Services. This refurbishment charge will depend on the extent of refurbishment necessary but in any event shall be subject to a minimum of £50 plus VAT for a wheeled bin container and £150 plus VAT for an R.E.L.F.E.L. container. The Customer shall also pay a container collection charge to be quoted by ASH on termination but notwithstanding this the Customer shall be liable to pay the collection charge within 30 days of the collection having taken place.

**8.3** In the event that ASH terminates this agreement for a reason which is not ASH's fault the Customer shall pay to ASH, by way of liquidated damages, a sum equivalent to 42% of the total charges payable to ASH between the date of termination and the next date on which this agreement could lawfully have been brought to an end on notice by the Customer. If ASH terminates this agreement without ever having started waste collection services, the period for which ASH shall be entitled to be compensated shall be 36 calendar months commencing on the Start Date as opposed to the date of termination. The Customer hereby acknowledges that the sums payable pursuant to this liquidated damages clause are not a penalty and are reasonable in the circumstances and that the price payable under this agreement would be higher if the Customer wished to exclude this liquidated damages clause.

**8.4** ASH may, at its absolute discretion and without any obligation whatsoever on it to do so, agree to accept early termination of this agreement by the Customer. ASH's consent to such early termination shall be conditional on the payment by the Customer of an early termination payment in such a sum as determined by ASH, at its absolute discretion.

**8.5** 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. Nothing in this clause 8 shall prejudice ASH's other rights or remedies.

**9.**

**9.1** Given the value of the work involved the parties agree that it is not practical to issue delivery tickets or obtain signatures for each collection. ASH's records shall stand as proof of service.

**9.2** This agreement is personal to the Customer and cannot be assigned without ASH's prior written consent. ASH may assign, subcontract, novate, transfer or deal in any other manner with all or any of its rights or obligations under this agreement.

**9.3** ASH will not accept any correspondence from and shall not deal at all with any party other than the Customer in respect of the Services and this agreement. This means that ASH shall not deal with the Customer's party agent if the Customer decided to appoint one.

**9.4** 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 ASH in connection with the Services.

**9.5** Each right or remedy of ASH under this agreement is without prejudice to any other right or remedy of ASH whether under this agreement or not.

**9.6** ASH shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

**9.7** This agreement constitutes the whole agreement between ASH and the Customer and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

**9.8** The Customer acknowledges that, in entering into this agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement and in the Contract.

**9.9** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.

**9.10** If any provision of this agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this agreement and the remainder of such provision shall continue in full force and effect.

**9.11** Failure or delay by ASH in enforcing or partially enforcing any provision of this agreement shall not be construed as a waiver of any of its rights under this agreement.

**9.12** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**9.13** The parties to this agreement do not intend that any term of this agreement shall be enforceable by virtue of this agreement (Rights of Third Parties) Act 1999 by any person that is not a party to it.

**9.14** The formation, existence, construction, performance, validity and all aspects of this agreement and any and all matters relating to it shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

**9.15** Any notice or written request given by the Customer in relation to the Services and these terms, including but not limited to notice to terminate this agreement, shall be in writing, sent for the attention of the Managing Director, delivered by recorded delivery and provide the date of the notice. Any notice or request which does not comply with this clause shall not be a valid.