

## WASTE MANAGED CONTRACT

These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 1. Who we are

We are **Waste Managed Limited** (company no: 13631532) whose registered address is 1st Floor, 20 Collingwood Street, Newcastle upon Tyne, England, NE1 1JF.

### 2. When your contract starts and renews

- (a) The contract will start on the start date detailed in your contract schedule.
- (b) Unless either party terminates the contract early, this contract will continue for the agreed initial term, detailed in your contract schedule, and then automatically renew at the end of such initial term for the renewal periods listed in your contract schedule.
- (c) If you fail to expressly agree to these terms, your continued instructions to provide the services, will constitute acceptance of the terms.

### 3. The waste you create

- (a) We will send a transfer note to you for signature. You will electronically sign the transfer note within 7 days of it being received. Transfer notes are required as a “Waste Producer” under the Environmental Protection Act 1990, and must be completed each year or when services are changed.
- (b) You agree:
  - (i) not to place any items in the bins that are not specified within the transfer note;
  - (ii) all the details relating to the waste in any transfer note are accurate and up to date;
  - (iii) to comply with the Control of Pollution Act 1974, the Environmental Protection (Duty of Care) Act 1990, and any other laws and regulations relevant to the services; and
  - (iv) to put the correct waste only in the correct bin, and if you fail to do so then you may be charged.
- (c) You accept responsibility and will indemnify us against any losses arising as a result of your breach of this clause 3.

### 4. How we make sure you get good service and how you can help

- (a) Our supplier network of waste carriers have been carefully chosen and are regularly reviewed. We may change our suppliers in the event that high standards are not achieved.
- (b) We consistently invest in technology and the development of our people.
- (c) We make all reasonable efforts to provide the services on the scheduled collection day, but may need to make changes to the scheduled collection day to meet operational needs and/or public holidays. When this happens we will seek to notify you in advance and will perform the services on the next available date.
- (d) You will ensure that on each scheduled collection day:
  - (i) waste will be available inside the bins;
  - (ii) bins are safely accessible and with unobstructed vehicular access.

- (e) We may refuse to perform the services if we believe that performance: (i) is unsafe, or (ii) may or will cause injury, death or damage to any property, or (iii) will result in a civil or criminal liability. We shall not be liable to you for any costs incurred or losses suffered after such a refusal.
- (f) You accept that the records kept by us of the services supplied will be adequate documented proof that we performed the services.

## **5. Other things you might ask us to do**

We reserve the right to charge and invoice you an additional amount for any additional services we perform and for our supplier returning to your premises if collection was not made due to events beyond your and/or our control.

## **6. How much you can put in your bins**

We do not apply excess weight charges if you exceed the weight limits detailed in your contract schedule. However, if you do not adhere to our fair usage policy (available on our website) then we may (at a charge agreed in writing with you) require an increase in:

- (i) your collection frequency and/or add bins to your services; and/or
- (ii) the monthly invoice sum to reflect the costs for the additional waste you are producing.

If you refuse to accept and/or pay our additional costs then we may terminate the contract by giving 7 days' written notice but no early termination fees apply and instead only a £75 charge per bin will be payable by you.

## **7. When we can't collect your bins**

- (a) Missed bin collections by our suppliers must be reported in writing to us within 7 days. We may not be able to investigate any missed collections reported beyond 7 days.
- (b) Missed collections may be rearranged, although we will collect any additional and surplus waste on the next scheduled collection day, without additional charge to you.
- (c) No refunds or credit notes will be issued where waste collections are delayed. We will seek to make sure waste is removed from your premises either on the scheduled collection day or through a recovery collection, at a later date and time.

## **8. When we won't collect your bins**

- (a) We may immediately suspend the services (without notice to you) if you fail to:
  - (i) make payment on time; or
  - (ii) return any transfer note.
- (b) Following your services being suspended, we will allow 30 days for you to remedy such failure, after this time, we may on written notice immediately terminate your contract and additional charges may apply.

## **9. When we can help out if your business closes regularly throughout the year**

If you are a seasonal business, you may suspend the services for the period of time agreed in the contract schedule. However you will still be required to pay an agreed percentage of the monthly invoice sum.

## 10. Who collects your waste

- (a) We use suppliers who are fully licenced waste carriers, and will use reasonable skill and care in providing the services.
- (b) Where you enter into an agreement with a third party waste provider, it is understood that, even if we agree to deal with such waste provider, a formal written transfer of the existing contract has not occurred in any circumstances unless agreed in writing by us.
- (c) If you do appoint a third party waste provider before the termination or expiry of the contract then additional charges may apply.

## 11. Who owns your bins

- (a) We appoint our suppliers to perform the services and we are not the owner of the bins. We will arrange delivery of the bins.
- (b) Our suppliers own the bins. At no time, will you own or be entitled to keep the bins.
- (c) We have agreed special terms with our suppliers in that they will provide any bins required to perform the services on a free issue basis, therefore no hire or rental agreement is required and no charges apply.
- (d) You will give immediate written notice to us in the event of any loss, accident or damage to the bins.
- (e) At all times, you are required to:
  - (i) not move or attempt to move the bins without our prior written consent;
  - (ii) make sure that the bins are safe;
  - (iii) permit us or our suppliers to inspect the bins;
  - (iv) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest in the bins;
  - (v) not use the bins for any illegal purpose;
  - (vi) not place the bins on the highway or in a public place; and
  - (vii) allow us access to any premises where the bins are located to remove the bins.
- (f) You will comply with all other conditions regarding the bins which are notified to you.
- (g) We will not be responsible for any damage caused to property and vehicles belonging to third parties or otherwise, and the interior décor and fittings at the site by reason of the installation or use of the bins. We will accept no responsibility for damage caused by acts of god (including wind driven loose bins) or that caused by irresponsible handling by you or your staff and/or members of the public.

## 12. How to pay for your waste services

- (a) You will pay for the services monthly in advance on the dates detailed in the contract schedule.
- (b) The monthly invoice sum will be issued to you, showing the sum due and payable by you, at least 5 days before the due date for payment of the invoice is due by Direct Debit.
- (c) Following the first anniversary of the contract, we reserve the right (at our discretion) to review and increase the monthly invoice sum at any time on providing written notice to you, to take into account any variation in our costs and such additional charges shall be payable 14 days after the date of our notice.
- (d) You agree to pay the transfer note charge detailed in the contract schedule, as a one-time charge for the lifetime of the contract with us, payable on your first invoice.
- (e) At the end of the contract, a £75 charge per bin container will be charged and payable by you to cover collection, cleansing and disposal of any residual waste.
- (f) We may regularly review your account and may make a reasonable additional annual charge to you in connection with the cost of providing improvements to our service offering as a result of any technological improvements or otherwise. Such charge will be determined by us (acting reasonably), but may not exceed £30 in any 12 month period, and will be notified in writing to you.

- (g) We reserve the right to pass outstanding accounts to a debt collection agency or lawyers, and pass on all reasonable associated charges which you will pay on demand.
- (h) We reserve the right to charge a debt recovery administration charge of £40 per invoice (to cover our internal costs for dealing with the default) which will be charged to you if the payment of an invoice and/or Direct Debit is missed.
- (i) We reserve the right to charge any due amounts which are not paid by the due date and these due amounts shall incur a late payment charge of £40 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. We also reserve the right to suspend performance of the services until the arrears have been discharged in full.
- (j) Invoice queries should be raised within 30 days following the invoice date. Queries raised after this period will only be reviewed and considered at our discretion.
- (k) All amounts due are stated on a VAT exclusive basis. Where VAT applies, this will be added at the appropriate rate and will be payable by you.

**13. How to stop working with us or when we want to stop working with you**

- (a) You can send us a written notice to terminate the contract (without further charges) if received by us not more than three months and not less than one month before the end of your initial term or relevant renewal period.
- (b) If you want to end or cancel the contract before the expiry of your initial term or (following a renewal of the contract) before the end of the relevant renewal period, you will still have to pay us for a proportion of the charges which would otherwise be payable as follows:

<b>The date on which you terminate</b>	<b>Charges which remain payable to us</b>
Within 6 months of the contract start date	£350 per contract
More than 6 months after the contract start date but before the end of the initial term	£250 per contract
At any time during the renewal period	£150 per contract

- (c) We may immediately terminate the contract or suspend the services by written notice to you if:
  - (i) you do not make any payment to us when it is due and still do not make payment within 2 weeks of us reminding you that payment is due; or
  - (ii) you do not allow us and/or our suppliers access to the premises to supply the services; or
  - (iii) (a) you are unable to pay your debts as they fall due; (b) you have an administrator or liquidator appointed in connection with your business; (c) an order is made for winding up; (d) (being an individual) you shall have a bankruptcy order made against you; or (e) your financial position deteriorates so far as to reasonably justify the opinion that our ability to give effect to the contract is in jeopardy; or
  - (iv) you breach any of these terms.
 If the contract is terminated by us for any of these reasons, additional charges may apply.
- (d) We reserve the right to terminate the contract with you at any time by giving you 30 days' written notice, in which case, if you have pre-paid for the services you will receive a refund of the amount pre-paid for services you will not receive.
- (e) At the end of the contract:
  - (i) a £75 charge per bin will be payable by you, to cover collection, cleansing and disposal of any residual waste;
  - (ii) you will ensure that the bins that have been made available to you are available for collection by us or our supplier within 2 weeks of the termination or expiry of the contract. Failure to do so will result in the replacement cost of the bins being charged to and payable by you, at the suppliers rate at the time of final collection; and

(iii) you shall immediately pay all charges due for the services and any other amounts due under this contract.

#### **14. Who is responsible for safety and liability**

- (a) You should make sure that there is a safe means of access for the collection of waste to avoid risks to persons or property and that the bins are placed on a flat surface. We reserve the right to refuse to collect waste which is located in a place that we consider unsafe.
- (b) Clauses 14(d) to (f) below set out our entire liability (including any liability for the acts and omissions of our employees, agents or supplier) to you in respect of any breach of contract and any representation, statement or tortious act or omission, including negligence, arising under or in connection with the contract. You agree that clauses 14(d) to (f) below are reasonable and reflected in the monthly invoice sum.
- (c) You will indemnify us against all losses, claims, costs damages and expenses arising as a result of the breach of contract, negligence, act or omission by you, and your agents, residents, or employees.
- (d) We do not limit or exclude our liability (if any) to you for personal injury or death, fraud or any matter which it would be illegal for us to limit or exclude.
- (e) Subject to clause 14(d), our total liability to you and for which we shall owe to you 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 we will be under no liability to you 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.
- (f) 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 allowed by law.

#### **15. Insurance**

You will take out insurance cover with a reputable insurer for the sum of £5 million per occurrence in respect of employer's liability and public liability, and any other insurance required by law.

#### **16. What you can share about doing business with us**

You will obtain written approval from us prior to taking photographs or making publicity releases or announcements in connection with the contract.

#### **17. Things we cannot control**

We will not be in breach of the contract nor liable for delay in performing, or failure to perform, any of our obligations under the contract, if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances we will be entitled to a reasonable extension of the time for performing our obligations. If the period of delay or non-performance continues for 30 days, we may terminate the contract by giving you 30 days written notice.

#### **18. The legal stuff**

- (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) The contract constitutes the entire agreement between the parties and supersedes, terminates and extinguishes all previous agreements (whether written or otherwise),

promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the services. To the extent permitted by law, each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the contract.

- (c) We may revise these terms on not less than 30 days' written notice to you (written notice includes email for the purposes of this clause 18(c)) and the revised terms will be legally binding on you on expiry of such 30 day period. No amendment by you to the contract will be binding on us, unless in writing and signed by us.
- (d) This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- (e) Each of the clauses of this contract operate separately. If any court or relevant authority decides that any clauses are unlawful or illegal, the remaining clauses will remain in full force and effect.
- (f) We may assign, novate and transfer our rights and obligations under the contract to another organisation (including a member of our group or an affiliate). We will always tell you in writing if this happens and we will ensure that the assignment, novation and transfer will not affect your rights under the contract. You may not assign, novate or transfer your rights and obligations under the contract to another organisation or person without our prior written consent.
- (g) For the purpose of this contract, the term "**writing**" includes email but not fax.
- (h) These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.