

CRITICAL RESOURCE LIMITED T/A WASTEFIL UK
STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. Interpretation

1.1 In these Conditions:

"CLIENT" means the natural person or persons, firm, partnership, company, corporation, association, organisation or other body or entity named on the Sales Order Confirmation for whom the Company has agreed to provide the Specified Service in accordance with these conditions and those set out in the Sales Order Confirmation

"COMPANY" means CRITICAL RESOURCE LIMITED trading as Wastefile UK (registered in England) under number 2951661

"COMPANY'S STANDARD CHARGES" means the charges shown on the Sales Order Confirmation

"CONTRACT" means the contract for the provision of the Specified Service

"SALES ORDER CONFIRMATION" means the written confirmation sent by the Company to the Client within 7 days of an order being placed by the Client whether in writing or orally for the supply of services by the Company to the client

"SITE" means the site where the Specified Service is to be provided

"SPECIFIED SERVICE" means the service to be provided by the Company for the Client and referred to in the Order Confirmation

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation

2. Supply of the Specified Service

2.1 The Company shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Company and the Client

2.2 The Specified Service shall be provided at the Site in accordance with the Sales Order Confirmation

2.3 The Client shall at its own expense supply the Company with all necessary documents or other materials, and all necessary data or other information relating to the Specified Service within sufficient time to enable the Company to provide the Specified Service in accordance with the Contract and, in particular, shall supply an accurate description of any materials or waste to be handled or collected by the Company or its agent, sub-contractor or employee during the provision of the Specified Service or if it is unable to give an accurate description allow the Company to carry out an analysis of any such materials or waste at the Client's cost. The Client shall be responsible for accuracy of any information supplied by it or its agent to the Company

2.4 The Company may correct any typographical or other errors or omissions in any Sales Order Confirmation or invoice relating to the provision of the Specified Service without any liability to the Client.

2.5 The Company may at any time without notifying the Client make any changes to the Specified Service, which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service

3. Charges

3.1 Subject to any special terms agreed, the Client shall pay the Company's Standard Charges and any additional sums which are agreed between the Company and the Client for the provision of the Specified Service or which, in the Company's sole discretion, are required as a result of the Client's instructions or lack of instructions, or any other cause attributable to the Client

3.2 The Company's Standard Charges quoted to the Client for the provision of the Specified Service will be exclusive of landfill tax unless otherwise stated

3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time

3.4 The Company shall be entitled to invoice the client at any time following the provision of the Specified Service or at other times agreed with the Client

3.5 The Company's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Company's invoice

3.6 The Client's attention is drawn to prompt resolution of queries. Any queries must be provided in writing to the Company's credit control department within 14 days of the date of Company's invoice. Failure to do so will confirm acceptance by the Client of the Company's invoice and render it due for payment

- 3.7 If payment is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full

4. Warranties and Liability

- 4.1 The Company warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Sales Order Confirmation and at the intervals and within the times referred to in the Sales Order Confirmation. Where the Company supplies in connection with the provision of the Specified Service any goods supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company
- 4.2 The Company shall have no liability to the client for any loss, damage, costs, expenses or other claims for compensation arising from instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client
- 4.3 Except as expressly provided in these Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any:
- (a) death or personal injury other than death or personal injury caused by the Company's negligence; or
 - (b) damage to the tangible property of the Client or any third party unless such damage is caused by the negligence of the Company (but in any event the Company shall not be responsible for the damage described in condition 5.4 below even if such damage is caused by the Company's negligence);
 - (c) loss of profits; or
 - (d) loss of business; or
 - (e) depletion of goodwill and/or similar losses; or
 - (f) loss of anticipated savings; or
 - (g) loss of contract; or
 - (h) loss of use; or
 - (i) loss or corruption of data or information; or
 - (j) indirect, special or pure economic loss, damage, costs, expenses or other claims which arises out of or in connection with the provision of the Specified Service
- 4.4 In any event, the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Specified Service, except as expressly provided in these Conditions
- 4.5 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Company's reasonable control
- 4.6 Nothing in these Conditions limits or excludes the liability of the Company for death or personal injury resulting from its negligence or any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company

5. Client's Obligations

- 5.1 Unless otherwise agreed, the Client shall be responsible for keeping in good condition, and insuring against all risks any container or equipment provided by the Company or its agent or sub-contractor and shall reimburse the Company for any damage or loss
- 5.2 The Client shall not overload or move any container or other equipment provided the Company or its agent or sub-contractor
- 5.3 The Client shall not sell, charge, subcontract, re-hire, lend or assign any container or other equipment supplied by the Company or its agent or sub-contractor without the consent of the Company
- 5.4 It is the responsibility of the Client to ensure that the Site is a suitable location for the provision of the Specified Service and the Company shall not be responsible for any damage done to any driveway, car park, entrance or any other external surface area of the Site as a result of the Company or its agent or sub-contractor carrying out the Specified Service regardless of whether such damage is caused by the negligence of the Company or its agent or sub-contractor
- 5.5 The Client shall provide for the Company or its agents or sub-contractors, in a timely manner and at no charge, access to the Site, data and other facilities as requested by the Company
- 5.6 The Client shall inform the Company of and comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the Site
- 5.7 The Client shall ensure that all its equipment is in good working order and suitable for the purposes for which it is used in relation to the Specified Service and conforms to all relevant United Kingdom standards or requirements
- 5.8 The Client shall ensure that any materials or waste collected or handled by the Company or its agent during the provision of the Specified Service correspond with any description given by the Client prior to the commencement of the Specified Service and/or contained in the Sales Order Confirmation and, unless otherwise agreed, is packaged or contained adequately, safely and in accordance with any relevant legislation. The Company is entitled to refuse to deal with any materials and waste that do not comply with this condition

5.9 The Client shall obtain and maintain all necessary licences and consents unless otherwise agreed in writing with the Company and comply with all relevant legislation in relation to the Specified Service before the date on which the Specified Service is due to start

5.10 The Client shall be responsible for and indemnify the Company in respect of any costs, charges or losses sustained or incurred by the Company (including 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) arising directly or indirectly from the Client's fraud, negligence or failure to perform or delay in the performance of any of its obligations under these Conditions

6. Termination

6.1 The Client shall be entitled to terminate the Contract at any time by giving not less than three months' written notice to the Company unless otherwise agreed.

6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

6.3 On termination of the Contract, for any reason:

- a) the Client shall immediately pay to the Company all of the Company's outstanding invoices and interest and, in respect of any services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- b) the Client shall, within a reasonable time, return all of the Company's property. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and
- c) 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

7. General

7.1 These Conditions (together with the terms, if any, set out in the Sales Order Confirmation) constitute the entire agreement between the parties, supersede any previous agreement or understanding and no variation to these conditions is valid or binding unless approved in writing by a director of the Company. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law

7.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice

7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that rights, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision

7.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected

7.5 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts