

Standard Terms and Conditions

1. DEFINITIONS

In this Agreement:

"Agreement" means the agreement between the Company and the Customer comprising together the Specific Terms, these Standard Terms and Conditions, the Waste Transfer Note and (where relevant) the Direct Debit Instructions completed by the Customer as amended from time to time;

"The Company" means Countrystyle Recycling Limited;

"Customer" means the party identified in the Specific Terms and shall also be referred to as 'you'.

"Designated Site" means the Customer's site or sites as specified in the Specific Terms to which the Equipment is to be delivered;

"Equipment" means any container and on-site static plant specified in the Specific Terms to be provided by The Company to the Customer under this Agreement and any replacement or additional item of Equipment provided from time to time;

"Excluded Waste" means any waste of any kind which is not included within the terms of the applicable Waste Transfer Note and includes any Special Waste which is not specifically described in the applicable Waste Transfer Note;

"Initial Term" 36 months from date of Contract commencement at the Designated Site;

"Services" means the waste collection and (if applicable) Equipment hire service to be provided by The Company to the Customer under this Agreement as described in the Specific Terms;

"Special Waste" means hazardous waste or other waste or material being of a specialist nature notified by us to you from time to time.

"Sub-contractor" means any sub-contractor appointed by The Company for the provision of some or all of the Services.

"Waste Material" means the Customers' waste material described in the Waste Transfer Note pursuant to this Agreement, but does not include Excluded Waste or any material qualifying at any time as Special Waste from time to time in force;

"Waste Transfer Note" means the Waste Transfer Note duly completed by the Customer and The Company under this Agreement, as may be amended or varied from time to time.

2. AGREEMENT

The Company shall provide and the Customer shall purchase the Services and the Equipment during the Term in 3 below. The Company shall not be required to provide any Service until this Agreement has been signed by both the Customer and The Company.

3. TERM

This Agreement shall remain in force for the Initial Term. On the first anniversary and each anniversary thereafter the Customer agrees that this agreement shall automatically renew for successive 12 month terms unless either party shall give notice of termination by written notice to the other at least (60) days prior to the first and any subsequent anniversary date.

4. WASTE MATERIAL

4.1. The Customer undertakes to the Company that:

4.1.1. the Waste Transfer Note forming part of the Specific Terms (and that any subsequent Waste Transfer Note shall contain) an accurate and adequate description of the nature and characteristics of the Waste Material to enable the Company to safely and lawfully manage the same and that the Customer shall notify the Company in advance of any change in the composition of the Waste Material;

4.1.2. it is the sole owner of and otherwise has the sole right to deposit the Waste Materials in the Equipment; and

4.1.3. it shall at no time deposit in any Equipment or place for collection by The Company any Excluded Waste and that it shall prevent such deposit or placement of Excluded Waste by third parties

4.2. The Company shall acquire title to the Waste Material once the Equipment containing the Waste Material is loaded into the Company collection vehicle.

4.3. The Customer shall ensure that the Waste Material is lawfully and properly labelled and packaged to enable it to reach its final point of disposal without escape where the Waste Material is collected in drums, bales, bags or other containers.

4.4. The Customer will be responsible for ensuring that at all times only material conforming to your description of your waste is placed in any Equipment.

4.5. At any time the Company can refuse to deal with any Waste Material placed in its Equipment for a valid reason such as the failure of the Waste Material to match the Customer's description of the Waste.

5. EXCLUDED WASTE

Notwithstanding Clause 4.2, title to, risk of loss and liability for any Excluded Waste shall remain with the Customer and the Customer shall indemnify and hold harmless the Company from and against all claims, losses, damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in the Equipment, any collection vehicle and other containers of the Company or any Sub-contractor any subsequent handling of such Excluded Waste by or on behalf of the Company. However the Company accepts that it is liable for death or personal injury resulting from its negligence.

6. PAYMENT

6.1. The Customer shall pay for the Services by equal monthly direct debit during the Term.

6.2. The Services shall cease if at any time during the Term the Customer's direct debit is cancelled or otherwise ceases to be collectable by the Company.

6.3. If the Company agrees under the Specific Terms, the Customer may be permitted to pay for the Services:

6.3.1. quarterly in advance; or

6.3.2. on account subject strictly to Clause 6.4 below.

6.4. If the Company agrees to deliver the Services to the Customer on the basis of a credit account with the Company the following terms shall apply:

6.4.1. the Company will set a credit limit which will be notified in writing to the Customer (the "Credit Limit"). COUNTRYSTYLE may require a credit application from the Customer and in processing the credit application the Customer consents that COUNTRYSTYLE may make enquiries of credit reference agencies or other sources, who may keep a record of COUNTRYSTYLE's enquiry, and that may use any information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing.

6.4.2. the customer may receive Services up to the value of the Credit Limit but not beyond this level;

6.4.3. the Company will raise an invoice for the services received by the Customer monthly in arrears;

6.4.4. all such invoices will be settled in full without set off or counterclaim by the Customer strictly within 30 days of the date of the Company's invoice;

6.4.5. any failure by the Customer to pay any such invoice raised by the Company will result in the immediate withdrawal of the Credit Limit and the Company shall have the right to cease to provide the Services (in full or in part);

6.4.6. default interest will accrue on a daily basis (compounded monthly) on any sums outstanding beyond the due date for payment at the rate of 4% above the base rate of NatWest Bank plc from the due date until the actual date of actual payment (whether before or after judgement). Interest will continue to accrue even after the Sales Contract is terminated.

6.4.7. the Company may vary the Credit Limit at its absolute discretion at anytime.

6.4.8. without prejudice to any other rights of COUNTRYSTYLE if there is or there arises reason to doubt that amounts due from the Customer will be paid in full then COUNTRYSTYLE reserves the right to require payment in advance or request adequate assurances before commencing or continuing the Service, or at its sole discretion COUNTRYSTYLE may terminate the agreement forthwith.

6.4.9. we reserve the right to charge an administration fee of £25 for any unpaid Direct Debit or Cheque should it not be cleared on presentation to the bank.

6.4.10. the Customer must notify any query in relation to an invoice from the Company within 30 days from the date of invoice after which the invoice shall be deemed accepted.

6.4.11. all prices quoted are exclusive of VAT which will be charged in addition at the prevailing rate.

7. CHARGES

7.1. the Company may increase the charges and rates provided for under this Agreement to adjust for increases in costs arising from or due to any increases which may occur from time to time in;

7.1.1. transportation costs, charges incurred by the Company in the use of the disposal or recovery facility used by the Company or other costs incurred generally in the cost of providing the Service.

7.1.2. the index of Retail Prices (A 1 items) as published by the Central Statistical Office or any replacement of that index; and/or

7.1.3. the average weight or volume of the Customer's Waste Material

7.2. The Company may increase the charges and rates provided for herein proportionately to adjust for increases in costs due to charges in local, a national or international legislation, rules, ordinances or regulations applicable to the Company's operations or the Services, or increases in taxes, duties, fees or other governmental charges assessed against or suffered by the Company.

7.3. The Company will try to give the Customer reasonable notice of any such change in its costs; this will normally be at least one month's notice.

7.4. In respect of any such increase in charges arising under this Clause 7, where a Customer pays by direct debit, the Customer irrevocably undertakes to enter into a revised direct debit to reflect any increase in such charges to take effect from the date of such increase.

7.5. Any Waste not contained within the Equipment shall be treated by the Company as "Side Waste". No Side Waste will be collected by the Company unless notified in advance for collection by the Customer. All Side Waste collected shall be charged at the lift rate specified in the Specific Terms as an extra charge to the Customer.

8. EQUIPMENT

- 8.1. The Customer receives any Equipment as bailee at will of the Company. The Customer accepts full responsibility for any loss or damage to the Equipment (except for normal wear and tear) while in its custody or control and is responsible for making sure it is examined on delivery and the Company will deem it to be in good working order unless you tell us within 5 days of the delivery of the Equipment.
- 8.2. The Customer shall
 - 8.2.1. keep the Equipment only at the Designated Sites;
 - 8.2.2. keep all Equipment safely secured or sealed at its cost or expense prior to collection by the Company;
 - 8.2.3. not overload (by weight or volume), move, alter or otherwise interfere with the Equipment. Equipment must not be loaded above the level of the side thereof;
 - 8.2.4. use the Equipment only for its proper and intended purpose;
 - 8.2.5. ensure that any item of Equipment placed in a street, highway or public thoroughfare is adequately lit and coned at necessary times;
 - 8.2.6. not create or purport to create or permit to subsist over the Equipment any mortgage, pledge, lien, charge, assignment, hypothetical, adverse title or trust arrangement or acknowledge any claim by any person, and shall take all necessary action to protect the Company's ownership of the Equipment;
 - 8.2.7. not without prior written consent of the Company place or fix on the Equipment any name, sign, marking, advertising or other device, and shall not remove, cover or deface any name, sign, marking advertising or other device placed by the Company on the Equipment.
- 8.3. The Customer shall indemnify the Company against all claims, damages, suits, penalties, fines losses and liabilities for injury or death to persons or loss or damage to property arising out of the Customer's use, location, operation or possession of the Equipment including arising from vandalism or wilful destruction, theft or damage (including graffiti) by any third party but not otherwise caused by the negligence of the Company or its employees.
- 8.4. The Customer hereby gives an irrevocable licence to the Company to enter the Designated Site or, notwithstanding Clause 8.2.1, any other premises where the Equipment is located, at any time with or without vehicles and with or without notice for the purpose of obtaining access to or removing the Equipment. The Customer shall provide unobstructed and safe access to the Equipment on any scheduled or other collection day. The Company reserves the right to charge the Customer for any additional collection costs incurred due to the Customer's failure to provide such access. For these purposes suitable access means space for manoeuvring the collection vehicle that is not insufficient, unsafe or likely to cause damage to the vehicle, Equipment or property.

9. DEFAULT AND TERMINATION

- 9.1. If the Customer:
 - 9.1.1. shall be more than 3 days late in making any payment required under this Agreement, or
 - 9.1.2. shall terminate or otherwise, without the consent of the Company, alter the terms of the direct debit mandate required by Clause 6.1;
 - 9.1.3. shall be in breach of any other provision of this Agreement, or
 - 9.1.4. becomes unable to pay its debts or otherwise becomes insolvent, or
 - 9.1.5. enters liquidation or any receiver, administrator or a liquidator is appointed in respect of the Customer or a bankruptcy order is made against the Customer.
- 9.2. The Company may treat this Agreement as repudiated by the Customer and may terminate this Agreement forthwith by written notice to the Customer, which shall be without prejudice to other rights or remedies of The Company accrued at termination.
- 9.3. If The Company terminates this Agreement under clause 9.1, the Customer shall forthwith make the Equipment available for collection by the Company and, without prejudice to the right of the Company to claim damages, shall forthwith pay to the Company all sums already due to or invoiced by the Company under this Agreement at termination and shall pay a further sum equal to 33% of the Customer's last annual charge for the Service as a genuine pre-estimate of the Company's reasonable losses as a result of termination.
- 9.4. If the Customer gives notice to terminate this Agreement in accordance with Clause 3, the Customer agrees and acknowledges that the Company shall invoice the Customer for the final collection and disposal of any and all Equipment following such termination and that this final invoice shall be paid in full without set-off in accordance with Clause 6.

10. ASSIGNMENT

The Customer shall not assign this Agreement without the prior written consent of the Company but the Company may assign both the benefit and the burden of this Agreement without restriction.

11. FORCE MAJEURE

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to matters beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a breach for the purpose of Clause 9.1.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto and overrides and surpasses any and all prior agreements, terms, conditions, warranties, and representations, whether written or oral, that may exist between the parties regarding same other than those made in accordance with the express provisions hereof. Except as may be expressly provided in this Agreement any other terms and conditions and all warranties, terms, conditions and representations express or implied by law are and shall be hereby excluded.

13. RESPONSIBILITY

- 13.1. Except for liability arising out of the Company's negligence resulting in death or personal injury, the Company shall not be liable to the Customer for any direct or indirect or consequential loss (including, without limitation, economic loss or loss of profits or good will) or for any damage or expense of any nature whatsoever incurred or suffered by the Customer (whether arising in contract, tort or otherwise) arising out of or in connection with the provision of any Services by the Company its employees or agents.
- 13.2. The Customer expressly acknowledges being subject to the duty of care under the Environmental Protection Act 1990 (as amended) and the Customer shall indemnify and hold harmless the Company from and against all claims, losses, damages, penalties, fines and liability resulting from or arising out of the Customer's non compliance with such duty of care (or its replacement at any time during the term of the Agreement).
- 13.3. The Customer will be responsible for the safety of any person (including the Company employees and Sub-contractors and their employees) whilst on or about the Designated Sites or any other relevant Customer's premises required to be entered in order to access the Equipment or to deliver the Services. This shall be without limitation to the Company's own obligations for health and safety. In particular, the Customer shall be liable for the health and safety of any person (other than the Company's employees, sub-contractors and their employees) who loads any Equipment with Waste Material or for use of its mechanism (if any).
- 13.4. Subject to Clause 5, if the Customer suffers loss or damage, our liability to you will be limited to £10,000 per incident and £20,000 in aggregate.
- 13.5. This clause 13 shall continue to remain in force even after termination of this Agreement despite any breach.

14. GENERAL PROVISIONS

- 14.1. Time shall be of the essence in respect of compliance by the Customer with this Agreement.
- 14.2. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given if sent by registered or recorded mail, return receipt requested, postage prepaid, and addressed as appears on the Specific Terms and such notice shall be effective notwithstanding it is return undelivered.
- 14.3. Any and all information provided by the Customer to the Company will be processed by the Company and may be shared with other organisations (such as the Environment Agency) as the Company deems fit but always in compliance with relevant laws and regulations.
- 14.4. No waiver of any provision or right under this Agreement shall be effective unless the waiver is in writing and signed by the waiving party.
- 14.5. The section headings used above are for ease of reference only and shall not affect the interpretation of this Agreement
- 14.6. Where the context so permits a word so expressed in the singular shall also include the plural.
- 14.7. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts for any claims arising out of this Agreement.