



SERVICE CONTRACT – PART A

SECTION 1 - Customer Details

| | | | |
|--|-------------------------------------|--|-------------------------------------|
| CUSTOMER NAME Filton Town Council | | PARENT COMPANY (if applicable) | |
| Sole Trader | Partnership | LLP | Charity |
| Incorporation/Trading 41` years | | PLC | Limited Other x / Reg No |
| SITE ADDRESS Elm Park Filton Bristol BS34 7PS | | INVOICING ADDRESS (if different from site address) Elm Park Filton Bristol BS34 7PS | |
| Customer Contact | Mr Neil Palmer | Accounts Contact | Mr Neil Palmer |
| Tel / Fax: | 07913 267859 | Tel / Fax: | 07913 267859 |
| Email: | groundcare@filtontowncouncil.gov.uk | Email | groundcare@filtontowncouncil.gov.uk |

SECTION 2 – Schedule

| | | | | | | | |
|--|-----------------------------|------------------------|---|--------------------------|-----|-----|-----|
| CONTAINER TYPE: Open skip | Size/volume: 8 yards | SIC Code: 84110 | | | | | |
| DESCRIPTION OF WASTE: General waste | EWC Code: 20 03 01 | | | | | | |
| COLLECTION FREQUENCY: Once | | | | | | | |
| Collection Days | Mon | Tue | Wed | Thurs | Fri | Sat | Sun |
| Number of Containers: | 1 | | Total lifts per week: n/a | | | | |
| FEES: | | | | | | | |
| Service price: | £110 per lift | | Wasted Journey Charge £55.00 | | | | |
| Disposal charge: | £125 per tonne | | Please take extra waste and/or recycle & charge per lift/pro-rata | | | | |
| Duty of Care Charge | £0.00 per month | | <input type="checkbox"/> | | | | |
| Rental | £0.00 per day | | | | | | |
| Maximum load weight per container lift: | 8 tonnes | | | | | | |
| Minimum disposal charge per container lift: | 1 tonnes | | | | | | |
| Special Instructions: Deliver 12/7/19, collect 15/7/19 | | | | | | | |
| COMMENCEMENT DATE: 17/10/18 | | | | INITIAL TERM: n/a | | | |

SECTION 3 – Payment Details

| | | |
|---|-------------------------------|-------------------------|
| Invoicing frequency: MONTHLY arrears | Credit required £ 1000 | Direct Debit: NO |
|---|-------------------------------|-------------------------|

SECTION 4 – Authorisation (in block capitals)

| | |
|------------------------------------|---|
| Signed on behalf of Viridor | I/we agree to the terms set out in the schedule(s) and confirm that/we have read and accept the general terms and conditions |
| Signature: | Customer signature: |
| Name: NEIL PALMER | Name: NEIL PALMER |
| Position: SALES EXEC | Position: GROUNDS / MAINTENANCE MANAGER |
| Date: 15/7/19 | Date: 15-July 2019 |

INTERNAL USE ONLY:

COMPANY PROOFS RISK ASSESSMENT DUTY OF CARE ADDITIONAL SERVICES DIRECT DEBIT



PART B - GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

In this Agreement the following terms shall mean:

COMMENCEMENT DATE: the date set out in Part A;

DUTY OF CARE: the duty of care imposed by Part II of the Environmental Protection Act 1990 (as may be amended) ("EPA")

INITIAL TERM: the minimum period for which this Agreement shall continue as detailed in Part A;

PART A: the front page attached to this Part B;

SERVICE: the collection of Waste from the Site on the frequency set out in Part A and in accordance with any special instructions set out in Part A;

SITE: the Customer's premises as detailed in Part A;

WASTE: waste other than special waste (as defined in the EPA).

1.2 This Agreement constitutes the entire agreement between the parties in respect of the Service, supersedes any previous arrangements relating to the same and prevails over any terms supplied by the Customer or implied by law, trade custom, practice or course of dealing.

1.3 This Part B shall prevail over Part A but only to the extent of any conflict.

2. Duration

Subject to Clauses 2.2 and 8, this Agreement shall commence on the Commencement Date and continue for the Initial Term. Without prejudice to clause 9, on the last day of the Initial Term and each anniversary of the same (the "Renewal Date") this Agreement shall be automatically extended for a further period of one (1) year on the same terms unless the Customer has given Viridor at least three (3) months written notice prior to the Renewal Date that it wishes to terminate the Agreement.

Commencement of the Services on the Commencement Date is subject to Viridor's Accounts Department approving the setting up of a Customer account. If for any reason an account is refused, this Agreement shall terminate immediately without liability.

3. Service

Viridor shall, in consideration of the Fees payable pursuant to Clause 4 and subject to these terms and conditions, provide the Service for the duration of this Agreement.

Time shall not be of the essence for the provision of the Service by Viridor.

4. Fees and Payment

4.1 Subject to the remainder of this clause 4, the fee charged by Viridor and payable by the Customer shall be the amount set out in Part A ("the Fees").

4.2 VAT and Landfill Tax and any other duties taxes or levies relevant to or resulting from the provision by Viridor of the Service will be added to the Fees and paid by the Customer at the rate prescribed from time to time.

4.3 On the first anniversary of the Commencement Date and each subsequent anniversary the Fees (as may have been varied pursuant to this Clause 4) shall be adjusted upwards by the percentage variation (if any) by which the most recently published All Items Index of the Official General Index of Retail Prices has increased over the Index published for the previous year.

4.4 The Fees may also be upwardly adjusted to take fairly into account any increase in Viridor's transport, operating, disposal or other costs incurred in providing the Service, technical changes, any new legislation or regulation or the implementation of or change in existing law legislation or regulation coming into effect after the date of this Agreement which results in an increase in Viridor's costs.

4.5 The Customer will pay Viridor's invoices within 30 days from the invoice date ("the Due Date") without deduction or set off.

4.6 If the Customer fails to pay any amount by the Due Date then without prejudice to Clause 9 that amount shall bear interest at 5% per annum above Viridor's bankers base rate at that time calculated on a daily basis from the Due Date until the full amount has been paid in cleared funds and Viridor shall be entitled to suspend provision of the Service until such time.

5. Changes to the Services

5.1 If the Customer requires changes to the frequency or timing of collections or other changes to the Services it may put a request in writing. Viridor shall use reasonable endeavours (but shall not be obligated) to comply with any such requests.

5.2 Any collections in excess of those specified in Part A or additional services agreed to be provided by Viridor will be charged for (at Viridor's rates from time to time in force) in addition to the Fees.

5.3 In the event that the Customer requires fewer collections than are specified in Part A, the Customer shall not be entitled to any reduction of Fees.

5.4 Viridor may, at any time, change the days on which it will collect Waste from the Site, subject to giving the Customer reasonable notice.

6. Operational Issues

6.1 The Customer shall provide Viridor with all such assistance as Viridor reasonably requires including without limit by providing suitable access to the Site.

6.2 Location of bins/containers and access routes for Viridor shall be agreed before the Commencement Date and shall not be changed without Viridor's prior consent.

6.3 Any equipment supplied or left at the Site by Viridor shall remain the property of Viridor and the Customer shall at its sole cost keep any such equipment safe and maintained strictly in line with the manufacturer's recommendations. Viridor may charge the Customer for any damage (other than fair wear and tear or caused by Viridor's negligence or willful default) to its equipment. The Customer shall not permit use or movement of any such equipment without Viridor's prior written consent. Viridor reserves the right to remove any of its equipment from the Site at any time without notice.

6.4 Vehicles taking Waste from the Site shall be weighed on Viridor's (or a third party's) weighbridges and the weight of the Waste recorded.

7. Waste

7.1 The Customer shall ensure that all Waste complies with the EWC Code(s) detailed in Part A, the description accorded to it in any Transfer Note relating to it and in the written Waste Particulars to be provided by the Customer to Viridor.

7.2 Title to Waste shall pass to Viridor when it is (with Viridor's authority) loaded onto a Viridor vehicle. Viridor shall not be obliged to accept, and title shall not pass in respect of, any Waste or material not complying with Clause 7.1 or which

is unwilling or legally unable to accept. In the event that Viridor elects at its sole discretion to accept such Waste or material, then the Customer shall indemnify Viridor from and against all costs, claims, demands and liabilities arising from (without limitation) any treatment, making safe or satisfactory disposal of the Waste or material undertaken by Viridor.

7.3 The Customer shall clearly identify in the Waste Particulars any actual or potential hazard to health or to the environment presented by the Waste and shall supply all such information and documentation as Viridor demands to comply with law, indemnifying Viridor against the consequences of any failure to do so.

7.4 The Customer warrants that it will comply with and shall procure that all persons handling Waste at the Site shall comply with the Duty of Care and all other applicable law/regulation. The Customer shall indemnify Viridor from and against all costs, claims, demands and liabilities arising from any failure to do so.

8. Liability and Indemnity

8.1 The Customer shall indemnify Viridor in respect of any liability, loss (including consequential loss) claim or proceedings in respect of death or personal injury or damage to any property arising from the operation of the Site or the loading/covering/containment of vehicles/Waste unless and to the extent due to Viridor's negligence.

8.2 Viridor shall compensate the Customer for any damage caused to the Site by its negligence (subject to satisfactory evidence of damage fault and quantum) except where damage results from following instructions given by the Customer or its personnel.

8.3 The Customer shall keep Viridor indemnified against any losses, costs, expenses, claims, damages, proceedings, and liabilities suffered or incurred by Viridor as a result of any breach of this Agreement by the Customer.

8.4 Viridor shall in no circumstances be liable for any loss of profits or anticipated savings; loss of or damage to reputation or goodwill; loss of opportunity; wasted management or other staff time; losses or liabilities under or in relation to any other contract; in each case whether direct, indirect, special and/or consequential loss or damage; or for any other indirect, special and/or consequential loss or damage.

8.5 Except in the case of death or personal injury 8 in respect of which Viridor's liability shall be unlimited, Viridor'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 the aggregate amount paid by the Customer under this Agreement in the 12 months prior to the event giving rise to the claim.

9. Termination and Default

9.1 Viridor may terminate this Agreement at any time without liability to the Customer on giving the Customer at least three (3) months prior notice in writing.

9.2 Viridor may terminate this Agreement forthwith without liability to the Customer if:

(a) The Customer breaches any obligation under this Agreement and in the case of breaches capable of remedy fails to comply with the terms of any written notice giving particulars of the breach and requiring it to be remedied within the time period specified in the notice.

(b) The Customer makes any composition or arrangement with creditors, goes into liquidation (other than a members' voluntary liquidation) or has any distress of execution levied against it.

(c) A winding up order is made against the Customer; a provisional liquidator is appointed to the Customer; the Customer passes a resolution for winding up; an administration order is made against the Customer or a receiver, receiver manager or administrative receiver is appointed over the whole or any part of the Customer's undertaking or assets; or the Customer ceases or threatens to cease trading.

(d) Any sum payable by the Customer to Viridor remains unpaid on the fourteenth day following a notice in writing given by Viridor to the Customer specifying that a sum is due and payable but remains unpaid.

9.3 In the event of the expiry or termination of this Agreement all rights and obligations of both parties shall cease but without prejudice to any right of either party which may have accrued, including (without limit) Viridor's right to be paid in respect of all Services provided up to the date of termination.

9.4 If Viridor exercises its right to terminate pursuant to Clause 9.2, the Customer shall pay to Viridor the amount of any loss or damage suffered by Viridor as a result of such termination as damages for such breach.

9.5 The Customer acknowledges and accepts that (subject to 9.1 and 9.2 above) this Agreement is for a fixed term and that it has no right to terminate this Agreement during the Initial Term.

10. Miscellaneous

10.1 No variation of this Agreement shall be effective unless in writing and signed on behalf of both parties.

10.2 Both parties shall be released from their respective obligations in the event that a party is prevented from carrying out its obligations by a cause beyond its reasonable control including where Viridor's waste disposal licence is revoked or amended preventing Viridor fulfilling this Agreement.

10.3 The failure by Viridor to enforce any of the terms or conditions of this Agreement shall not be a waiver of them.

10.4 The Customer shall not assign or sub-contract any of its rights or duties under this Agreement without Viridor's written consent. Viridor may assign or sub-contract this Agreement (or part of it) without the Customer's consent.

10.5 Notices shall be in writing and sent to the address of the recipient set out in Part A (or such other address as a party may notify to the other) by hand, First Class Recorded Delivery Pre-paid Letter, or facsimile. Notices shall be deemed to have been served, if by hand when delivered, if by First Class Recorded Delivery post 48 hours after posting and if by facsimile when despatched (provided supported by a transmission confirmation sheet).

10.6 This Agreement and its terms shall at all times be kept confidential by the parties (subject to any legal requirement on either party) and all information disclosed obtained from the other in whatever form shall be regarded as confidential and shall not be disclosed to any third party whatsoever.

10.7 This Agreement shall be governed by and interpreted according to Scottish law.



SERVICE CONTRACT – PART A

SECTION 1 - Customer Details

| | | | |
|--|-------------------------------------|--|-------------------------------------|
| CUSTOMER NAME Filton Town Council | | PARENT COMPANY (if applicable) | |
| Sole Trader Partnership LLP Charity | | PLC Limited Other x / Reg No | |
| Incorporation/Trading 41 years | | Nature of Business: General public administration activities | |
| SITE ADDRESS Elm Park Filton Bristol BS34 7PS | | INVOICING ADDRESS (if different from site address) Elm Park Filton Bristol BS34 7PS | |
| Customer Contact | Mr Neil Palmer | Accounts Contact | Mr Neil Palmer |
| Tel / Fax: | 07913 267859 | Tel / Fax: | 07913 267859 |
| Email: | groundcare@filtontowncouncil.gov.uk | Email | groundcare@filtontowncouncil.gov.uk |

SECTION 2 – Schedule

| | | | | | | | |
|---|---------------------------------|---|----------------------------------|--------------------------|-----|-----|-----|
| CONTAINER TYPE: Wheeled bin | Size/volume: 1100 litres | SIC Code: 84110 | | | | | |
| DESCRIPTION OF WASTE: General waste | EWC Code: 20 03 01 | | | | | | |
| COLLECTION FREQUENCY: Once | | | | | | | |
| Collection Days | Mon | Tue | Wed | Thurs | Fri | Sat | Sun |
| Number of Containers: | 4 | | Total lifts per week: n/a | | | | |
| FEES: Service price: £70 Disposal charge: £0.00 per tonne Duty of Care Charge £0.00 per month Rental £0.00 per day | | Wasted Journey Charge £55.00 Please take extra waste and/or recycle & charge per lift/pro-rata <input type="checkbox"/> | | | | | |
| Special Instructions: Bins to be delivered 12/7/19 and collected 15/7/19 | | | | | | | |
| COMMENCEMENT DATE: 12/7/19 | | | | INITIAL TERM: n/a | | | |

SECTION 3 – Payment Details

| | | | |
|--------------------------------------|-------------------|------|------------------|
| Invoicing frequency: MONTHLY arrears | Credit required £ | 1000 | Direct Debit: NO |
|--------------------------------------|-------------------|------|------------------|

SECTION 4 – Authorisation (in block capitals)

| | | | |
|-----------------------------|-------------|--|---------------------------|
| Signed on behalf of Viridor | | I/we agree to the terms set out in the schedule(s) and confirm that/we have read and accept the general terms and conditions | |
| Signature: | | Customer signature: | |
| Name: | NEIL PALMER | Name: | NEIL PALMER |
| Position: | GRASS EXCO. | Position: | GRASS/MAINTENANCE MANAGER |
| Date: | 15/7/19 | Date: | 15-July 2019. |

INTERNAL USE ONLY:

COMPANY PROOFS RISK ASSESSMENT DUTY OF CARE ADDITIONAL SERVICES DIRECT DEBIT



PART B - GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

In this Agreement the following terms shall mean:

COMMENCEMENT DATE: the date set out in Part A;

DUTY OF CARE: the duty of care imposed by Part II of the Environmental Protection Act 1990 (as may be amended) ("EPA")

INITIAL TERM: the minimum period for which this Agreement shall continue as detailed in Part A;

PART A: the front page attached to this Part B;

SERVICE: the collection of Waste from the Site on the frequency set out in Part A and in accordance with any special instructions set out in Part A;

SITE: the Customer's premises as detailed in Part A;

WASTE: waste other than special waste (as defined in the EPA).

1.2 This Agreement constitutes the entire agreement between the parties in respect of the Service, supersedes any previous arrangements relating to the same and prevails over any terms supplied by the Customer or implied by law, trade custom, practice or course of dealing.

1.3 This Part B shall prevail over Part A but only to the extent of any conflict.

2. Duration

Subject to Clauses 2.2 and 9, this Agreement shall commence on the Commencement Date and continue for the Initial Term. Without prejudice to clause 9, on the last day of the Initial Term and each anniversary of the same (the "Renewal Date") this Agreement shall be automatically extended for a further period of one (1) year on the same terms unless the Customer has given Viridor at least three (3) months written notice prior to the Renewal Date that it wishes to terminate the Agreement.

Commencement of the Services on the Commencement Date is subject to Viridor's Accounts Department approving the setting up of a Customer account. If for any reason an account is refused, this Agreement shall terminate immediately without liability.

3. Service

Viridor shall, in consideration of the Fees payable pursuant to Clause 4 and subject to these terms and conditions, provide the Service for the duration of this Agreement.

Time shall not be of the essence for the provision of the Service by Viridor.

4. Fees and Payment

4.1 Subject to the remainder of this clause 4, the fee charged by Viridor and payable by the Customer shall be the amount set out in Part A ("the Fees").

4.2 VAT and Landfill Tax and any other duties taxes or levies relevant to or resulting from the provision by Viridor of the Service will be added to the Fees and paid by the Customer at the rate prescribed from time to time.

4.3 On the first anniversary of the Commencement Date and each subsequent anniversary the Fees (as may have been varied pursuant to this Clause 4) shall be adjusted upwards by the percentage variation (if any) by which the most recently published All Items Index of the Official General Index of Retail Prices has increased over the index published for the previous year.

4.4 The Fees may also be upwardly adjusted to take fairly into account any increase in Viridor's transport, operating, disposal or other costs incurred in providing the Service, technical changes, any new legislation or regulation or the implementation of or change in existing law legislation or regulation coming into effect after the date of this Agreement which results in an increase in Viridor's costs.

4.5 The Customer will pay Viridor's Invoices within 30 days from the invoice date ("the Due Date") without deduction or set off.

4.6 If the Customer fails to pay any amount by the Due Date then without prejudice to Clause 9 that amount shall bear interest at 5% per annum above Viridor's bankers base rate at that time calculated on a daily basis from the Due Date until the full amount has been paid in cleared funds and Viridor shall be entitled to suspend provision of the Service until such time.

5. Changes to the Services

5.1 If the Customer requires changes to the frequency or timing of collections or other changes to the Services it may put a request in writing. Viridor shall use reasonable endeavours (but shall not be obligated) to comply with any such requests.

5.2 Any collections in excess of those specified in Part A or additional services agreed to be provided by Viridor will be charged for (at Viridor's rates from time to time in force) in addition to the Fees.

5.3 In the event that the Customer requires fewer collections than are specified in Part A, the Customer shall not be entitled to any reduction of Fees.

5.4 Viridor may, at any time, change the days on which it will collect Waste from the Site, subject to giving the Customer reasonable notice.

6. Operational Issues

6.1 The Customer shall provide Viridor with all such assistance as Viridor reasonably requires including without limit by providing suitable access to the Site.

6.2 Location of bins/containers and access routes for Viridor shall be agreed before the Commencement Date and shall not be changed without Viridor's prior consent.

6.3 Any equipment supplied or left at the Site by Viridor shall remain the property of Viridor and the Customer shall at its sole cost keep any such equipment safe and maintained strictly in line with the manufacturer's recommendations. Viridor may charge the Customer for any damage (other than fair wear and tear or caused by Viridor's negligence or wilful default) to its equipment. The Customer shall not permit use or movement of any such equipment without Viridor's prior written consent. Viridor reserves the right to remove any of its equipment from the Site at any time without notice.

6.4 Vehicles taking Waste from the Site shall be weighed on Viridor's (or a third party's) weighbridges and the weight of the Waste recorded.

7. Waste

7.1 The Customer shall ensure that all Waste complies with the EWC Code(s) detailed in Part A, the description accorded to it in any Transfer Note relating to it and in the written Waste Particulars to be provided by the Customer to Viridor.

7.2 Title to Waste shall pass to Viridor when it is (with Viridor's authority) loaded onto a Viridor vehicle. Viridor shall not be obliged to accept, and title shall not pass in respect of, any Waste or material not complying with Clause 7.1 or which

it is unwilling or legally unable to accept. In the event that Viridor elects at its sole discretion to accept such Waste or material, then the Customer shall indemnify Viridor from and against all costs, claims, demands and liabilities arising from (without limitation) any treatment, making safe or satisfactory disposal of the Waste or material undertaken by Viridor.

7.3 The Customer shall clearly identify in the Waste Particulars any actual or potential hazard to health or to the environment presented by the Waste and shall supply all such information and documentation as Viridor demands to comply with law, indemnifying Viridor against the consequences of any failure to do so.

7.4 The Customer warrants that it will comply with and shall procure that all persons handling Waste at the Site shall comply with the Duty of Care and all other applicable law/regulation. The Customer shall indemnify Viridor from and against all costs, claims, demands and liabilities arising from any failure to do so.

8. Liability and Indemnity

8.1 The Customer shall indemnify Viridor in respect of any liability, loss (including consequential loss) claim or proceedings in respect of death or personal injury or damage to any property arising from the operation of the Site or the loading/covering/containment of vehicles/Waste unless and to the extent due to Viridor's negligence.

8.2 Viridor shall compensate the Customer for any damage caused to the Site by its negligence (subject to satisfactory evidence of damage fault and quantum) except where damage results from following instructions given by the Customer or its personnel.

8.3 The Customer shall keep Viridor indemnified against any losses, costs, expenses, claims, damages, proceedings, and liabilities suffered or incurred by Viridor as a result of any breach of this Agreement by the Customer.

8.4 Viridor shall in no circumstances be liable for any loss of profits or anticipated savings; loss of or damage to reputation or goodwill; loss of opportunity; wasted management or other staff time; losses or liabilities under or in relation to any other contract; in each case whether direct, indirect, special and/or consequential loss or damage; or for any other indirect, special and/or consequential loss or damage.

8.5 Except in the case of death or personal injury 8 in respect of which Viridor's liability shall be unlimited, Viridor'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 the aggregate amount paid by the Customer under this Agreement in the 12 months prior to the event giving rise to the claim.

9. Termination and default

9.1 Viridor may terminate this Agreement at any time without liability to the Customer on giving the Customer at least three (3) months prior notice in writing.

9.2 Viridor may terminate this Agreement forthwith without liability to the Customer if:

(a) The Customer breaches any obligation under this Agreement and in the case of breaches capable of remedy fails to comply with the terms of any written notice giving particulars of the breach and requiring it to be remedied within the time period specified in the notice.

(b) The Customer makes any composition or arrangement with creditors, goes into liquidation (other than a members' voluntary liquidation) or has any distress of execution levied against it.

(c) A winding up order is made against the Customer; a provisional liquidator is appointed to the Customer; the Customer passes a resolution for winding up; an administration order is made against the Customer or a receiver, receiver manager or administrative receiver is appointed over the whole or any part of the Customer's undertaking or assets; or the Customer ceases or threatens to cease trading.

(d) Any sum payable by the Customer to Viridor remains unpaid on the fourteenth day following a notice in writing given by Viridor to the Customer specifying that a sum is due and payable but remains unpaid.

9.3 In the event of the expiry or termination of this Agreement all rights and obligations of both parties shall cease but without prejudice to any right of either party which may have accrued, including (without limit) Viridor's right to be paid in respect of all Services provided up to the date of termination.

9.4 If Viridor exercises its right to terminate pursuant to Clause 9.2, the Customer shall pay to Viridor the amount of any loss or damage suffered by Viridor as a result of such termination as damages for such breach.

9.5 The Customer acknowledges and accepts that (subject to 9.1 and 9.2 above) this Agreement is for a fixed term and that it has no right to terminate this Agreement during the Initial Term.

10. Miscellaneous

10.1 No variation of this Agreement shall be effective unless in writing and signed on behalf of both parties.

10.2 Both parties shall be released from their respective obligations in the event that a party is prevented from carrying out its obligations by a cause beyond its reasonable control including where Viridor's waste disposal licence is revoked or amended preventing Viridor fulfilling this Agreement.

10.3 The failure by Viridor to enforce any of the terms or conditions of this Agreement shall not be a waiver of them.

10.4 The Customer shall not assign or sub-contract any of its rights or duties under this Agreement without Viridor's written consent. Viridor may assign or sub-contract this Agreement (or part of it) without the Customer's consent.

10.5 Notices shall be in writing and sent to the address of the recipient set out in Part A (or such other address as a party may notify to the other) by hand, First Class Recorded Delivery Pre-paid Letter, or facsimile. Notices shall be deemed to have been served, if by hand when delivered, if by First Class Recorded Delivery post 48 hours after posting and if by facsimile when despatched (provided supported by a transmission confirmation sheet).

10.6 This Agreement and its terms shall at all times be kept confidential by the parties (subject to any legal requirement on either party) and all information disclosed obtained from the other in whatever form shall be regarded as confidential and shall not be disclosed to any third party whatsoever.

10.7 This Agreement shall be governed by and interpreted according to Scottish law.

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SERVICE CONTRACT – PART A

SECTION 1 - Customer Details

| | | | |
|--|-------------------------------------|---|-------------------------------------|
| CUSTOMER NAME Filton Town Council | | PARENT COMPANY (if applicable) | |
| Sole Trader Partnership LLP Charity | | PLC Limited Other x / Reg No | |
| Incorporation/Trading 40 years | | Nature of Business: General public administration activities | |
| SITE ADDRESS Station Road Allotments Filton Bristol BS34 7JT | | INVOICING ADDRESS (if different from site address) Elm Park Filton Bristol BS34 7PS | |
| Customer Contact | Mr Neil Palmer | Accounts Contact | Mr Neil Palmer |
| Tel / Fax: | 07913 267859 | Tel / Fax: | 07913 267859 |
| Email: | groundcare@filtontowncouncil.gov.uk | Email | groundcare@filtontowncouncil.gov.uk |

SECTION 2 - Schedule

| | | | | | | | |
|---|-----------------------|-----------------|---|-------------------|-----|-----|-----|
| CONTAINER TYPE: Open skip | Size/volume: 12 yards | SIC Code: 84110 | | | | | |
| DESCRIPTION OF WASTE: Green waste | EWC Code: 02.01.03 | | | | | | |
| COLLECTION FREQUENCY: Once | | | | | | | |
| Collection Days | Mon | Tue | Wed | Thurs | Fri | Sat | Sun |
| Number of Containers: | 1 | | Total lifts per week: n/a | | | | |
| FEES: Service price: £75 per lift Disposal charge: £75 per tonne Duty of Care Charge £0.00 per month Rental £0.10 per day Maximum load weight per container lift: 8 tonnes Minimum disposal charge per container lift: 1 tonnes | | | Wasted Journey Charge £55.00 Please take extra waste and/or recycle & charge per lift/pro-rata <input type="checkbox"/> | | | | |
| Special instructions: Access after 7am, contact Neil to confirm placement | | | | | | | |
| COMMENCEMENT DATE: 17/10/18 | | | | INITIAL TERM: n/a | | | |

SECTION 3 - Payment Details

| | | | |
|--------------------------------------|-------------------|------|------------------|
| Invoicing frequency: MONTHLY arrears | Credit required £ | 1000 | Direct Debit: NO |
|--------------------------------------|-------------------|------|------------------|

SECTION 4 - Authorisation (in block capitals)

| | |
|-----------------------------|--|
| Signed on behalf of Viridor | I/we agree to the terms set out in the schedule(s) and confirm that we have read and accept the general terms and conditions |
| Signature: | Customer signature: NEIL PALMER |
| Name: NEIL PALMER | Name: NEIL PALMER |
| Position: SACS REEC | Position: GROUNDS / MAINTENANCE MANAGER |
| Date: 16/10/18 | Date: 16-10-2018 |

INTERNAL USE ONLY:

COMPANY PROOFS RISK ASSESSMENT DUTY OF CARE ADDITIONAL SERVICES DIRECT DEBIT



PART B - GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

In this Agreement the following terms shall mean:

COMMENCEMENT DATE: the date set out in Part A;

DUTY OF CARE: the duty of care imposed by Part II of the Environmental Protection Act 1990 (as may be amended) ("EPA");

INITIAL TERM: the minimum period for which this Agreement shall continue as detailed in Part A;

PART A: the front page attached to this Part B;

SERVICE: the collection of Waste from the Site on the frequency set out in Part A and in accordance with any special instructions set out in Part A;

SITE: the Customer's premises as detailed in Part A;

WASTE: waste other than special waste (as defined in the EPA).

1.2 This Agreement constitutes the entire agreement between the parties in respect of the Service, supersedes any previous arrangements relating to the same and prevails over any terms supplied by the Customer or implied by law, trade custom, practice or course of dealing.

1.3 This Part B shall prevail over Part A but only to the extent of any conflict.

2. Duration

Subject to Clauses 2.2 and 9, this Agreement shall commence on the Commencement Date and continue for the Initial Term. Without prejudice to clause 9, on the last day of the Initial Term and each anniversary of the same (the "Renewal Date") this Agreement shall be automatically extended for a further period of one (1) year on the same terms unless the Customer has given Viridor at least three (3) months written notice prior to the Renewal Date that it wishes to terminate the Agreement.

Commencement of the Services on the Commencement Date is subject to Viridor's Accounts Department approving the setting up of a Customer account. If for any reason an account is refused, this Agreement shall terminate immediately without liability.

3. Service

Viridor shall, in consideration of the Fees payable pursuant to Clause 4 and subject to these terms and conditions, provide the Service for the duration of this Agreement.

Time shall not be of the essence for the provision of the Service by Viridor.

4. Fees and Payment

4.1 Subject to the remainder of this clause 4, the fee charged by Viridor and payable by the Customer shall be the amount set out in Part A ("the Fees");

4.2 VAT and Landfill Tax and any other duties taxes or levies relevant to or resulting from the provision by Viridor of the Service will be added to the Fees and paid by the Customer at the rate prescribed from time to time.

4.3 On the first anniversary of the Commencement Date and each subsequent anniversary the Fees (as may have been varied pursuant to this Clause 4) shall be adjusted upwards by the percentage variation (if any) by which the most recently published All Items Index of the Official General Index of Retail Prices has increased over the Index published for the previous year.

4.4 The Fees may also be upwardly adjusted to take fairly into account any increase in Viridor's transport, operating, disposal or other costs incurred in providing the Service, technical changes, any new legislation or regulation or the implementation of or change in existing law legislation or regulation coming into effect after the date of this Agreement which results in an increase in Viridor's costs.

4.5 The Customer will pay Viridor's invoices within 30 days from the invoice date ("the Due Date") without deduction or set off.

4.6 If the Customer fails to pay any amount by the Due Date then without prejudice to Clause 9 that amount shall bear interest at 5% per annum above Viridor's bankers base rate at that time calculated on a daily basis from the Due Date until the full amount has been paid in cleared funds and Viridor shall be entitled to suspend provision of the Service until such time.

5. Changes to the Services

5.1 If the Customer requires changes to the frequency or timing of collections or other changes to the Services it may put a request in writing. Viridor shall use reasonable endeavours (but shall not be obliged) to comply with any such requests.

5.2 Any collections in excess of those specified in Part A or additional services agreed to be provided by Viridor will be charged for (at Viridor's rates from time to time in force) in addition to the Fees.

5.3 In the event that the Customer requires fewer collections than are specified in Part A, the Customer shall not be entitled to any reduction of Fees.

5.4 Viridor may, at any time, change the days on which it will collect Waste from the Site, subject to giving the Customer reasonable notice.

6. Operational Issues

6.1 The Customer shall provide Viridor with all such assistance as Viridor reasonably requires including without limit by providing suitable access to the Site.

6.2 Location of bins/containers and access routes for Viridor shall be agreed before the Commencement Date and shall not be changed without Viridor's prior consent.

6.3 Any equipment supplied or left at the Site by Viridor shall remain the property of Viridor and the Customer shall at its sole cost keep any such equipment safe and maintained strictly in line with the manufacturer's recommendations. Viridor may charge the Customer for any damage (other than fair wear and tear or caused by Viridor's negligence or willful default) to its equipment. The Customer shall not permit use or movement of any such equipment without Viridor's prior written consent. Viridor reserves the right to remove any of its equipment from the Site at any time without notice.

6.4 Vehicles taking Waste from the Site shall be weighed on Viridor's (or a third party's) weighbridges and the weight of the Waste recorded.

7. Waste

7.1 The Customer shall ensure that all Waste complies with the EWC Code(s) detailed in Part A, the description accorded to it in any Transfer Note relating to it and in the written Waste Particulars to be provided by the Customer to Viridor.

7.2 Title to Waste shall pass to Viridor when it is (with Viridor's authority) loaded onto a Viridor vehicle. Viridor shall not be obliged to accept, and title shall not pass in respect of, any Waste or material not complying with Clause 7.1 or which

it is unwilling or legally unable to accept. In the event that Viridor elects at its sole discretion to accept such Waste or material, then the Customer shall indemnify Viridor from and against all costs, claims, demands and liabilities arising from (without limitation) any treatment, making safe or satisfactory disposal of the Waste or material undertaken by Viridor.

7.3 The Customer shall clearly identify in the Waste Particulars any actual or potential hazard to health or to the environment presented by the Waste and shall supply all such information and documentation as Viridor demands to comply with law, indemnifying Viridor against the consequences of any failure to do so.

7.4 The Customer warrants that it will comply with and shall procure that all persons handling Waste at the Site shall comply with the Duty of Care and all other applicable law/regulation. The Customer shall indemnify Viridor from and against all costs, claims, demands and liabilities arising from any failure to do so.

8. Liability and Indemnity

8.1 The Customer shall indemnify Viridor in respect of any liability, loss (including consequential loss) claim or proceedings in respect of death or personal injury or damage to any property arising from the operation of the Site or the loading/covering/containment of vehicles/Waste unless and to the extent due to Viridor's negligence.

8.2 Viridor shall compensate the Customer for any damage caused to the Site by its negligence (subject to satisfactory evidence of damage fault and quantum) except where damage results from following instructions given by the Customer or its personnel.

8.3 The Customer shall keep Viridor indemnified against any losses, costs, expenses, claims, damages, proceedings, and liabilities suffered or incurred by Viridor as a result of any breach of this Agreement by the Customer.

8.4 Viridor shall in no circumstances be liable for any loss of profits or anticipated savings; loss of or damage to reputation or goodwill; loss of opportunity; wasted management or other staff time; losses or liabilities under or in relation to any other contract; in each case whether direct, indirect, special and/or consequential loss or damage; or for any other indirect, special and/or consequential loss or damage.

8.5 Except in the case of death or personal injury 8 in respect of which Viridor's liability shall be unlimited, Viridor'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 the aggregate amount paid by the Customer under this Agreement in the 12 months prior to the event giving rise to the claim.

9. Termination and default

9.1 Viridor may terminate this Agreement at any time without liability to the Customer on giving the Customer at least three (3) months prior notice in writing.

9.2 Viridor may terminate this Agreement forthwith without liability to the Customer if:

(a) The Customer breaches any obligation under this Agreement and in the case of breaches capable of remedy fails to comply with the terms of any written notice giving particulars of the breach and requiring it to be remedied within the time period specified in the notice.

(b) The Customer makes any composition or arrangement with creditors, goes into liquidation (other than a members' voluntary liquidation) or has any distress of execution levied against it.

(c) A winding up order is made against the Customer; a provisional liquidator is appointed to the Customer; the Customer passes a resolution for winding up; an administration order is made against the Customer or a receiver, receiver manager or administrative receiver is appointed over the whole or any part of the Customer's undertaking or assets; or the Customer ceases or threatens to cease trading.

(d) Any sum payable by the Customer to Viridor remains unpaid on the fourteenth day following a notice in writing given by Viridor to the Customer specifying that a sum is due and payable but remains unpaid.

9.3 In the event of the expiry or termination of this Agreement all rights and obligations of both parties shall cease but without prejudice to any right of either party which may have accrued, including (without limit) Viridor's right to be paid in respect of all Services provided up to the date of termination.

9.4 If Viridor exercises its right to terminate pursuant to Clause 9.2, the Customer shall pay to Viridor the amount of any loss or damage suffered by Viridor as a result of such termination as damages for such breach.

9.5 The Customer acknowledges and accepts that (subject to 9.1 and 9.2 above) this Agreement is for a fixed term and that it has no right to terminate this Agreement during the Initial Term.

10. Miscellaneous

10.1 No variation of this Agreement shall be effective unless in writing and signed on behalf of both parties.

10.2 Both parties shall be released from their respective obligations in the event that a party is prevented from carrying out its obligations by a cause beyond its reasonable control including where Viridor's waste disposal licence is revoked or amended preventing Viridor fulfilling this Agreement.

10.3 The failure by Viridor to enforce any of the terms or conditions of this Agreement shall not be a waiver of them.

10.4 The Customer shall not assign or sub-contract any of its rights or duties under this Agreement without Viridor's written consent. Viridor may assign or sub-contract this Agreement (or part of it) without the Customer's consent.

10.5 Notices shall be in writing and sent to the address of the recipient set out in Part A (or such other address as a party may notify to the other) by hand, First Class Recorded Delivery Pre-paid Letter, or facsimile. Notices shall be deemed to have been served, if by hand when delivered, if by First Class Recorded Delivery post 48 hours after posting and if by facsimile when despatched (provided supported by a transmission confirmation sheet).

10.6 This Agreement and its terms shall at all times be kept confidential by the parties (subject to any legal requirement on either party) and all information disclosed obtained from the other in whatever form shall be regarded as confidential and shall not be disclosed to any third party whatsoever.

10.7 This Agreement shall be governed by and interpreted according to Scottish law.



Viridor

Upsell
glass bin x 1
~~Reduction in~~
~~the price:~~

Viridor Waste Management Limited,
Viridor House,
Youngman Place,
Priory Bridge Road,
Taunton, Somerset TA1 1AP
T: 01823 721 400
E: enquiries@viridor.co.uk

CONTRACT NO. 52627

ACCOUNT NO. FIL110Q

SERVICING DEPOT Filton

SERVICE CONTRACT Part A

SECTION 1 - Customer Details

| | | | |
|---|-----------------------|--|--|
| CUSTOMER NAME (the Customer) <u>FILTON TOWN COUNCIL.</u> | | PARENT COMPANY (if applicable) | |
| Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Charity <input type="checkbox"/> PLC <input type="checkbox"/> Limited <input type="checkbox"/> Reg. No./ Other | | | |
| Incorporation / Trading Year(s) | | Nature of Business: | |
| SITE ADDRESS <u>21M Park.</u> <u>FILTON.</u> <u>BS34 7PS.</u> | | INVOICING ADDRESS (if different from site address) | |
| Customer Contact | <u>LESLEY REUBEN.</u> | Accounts Contact | |
| Tel / Fax: | <u>01454 866679.</u> | Tel / Fax: | |
| Email: | | Email: | |

SECTION 2 - Schedule

| | | | | | | | | | |
|--|------------|--|--------------------------|--------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------------|
| CONTAINERS TYPE | <u>FEL</u> | SIZE / VOLUME | <u>1cyp</u> | SIC Code: | | | | | |
| DESCRIPTION OF WASTE | | | | EWC Code: | | | | | |
| <u>GENERAL WASTE.</u> | | | | | | | | | |
| COLLECTION FREQUENCY | | Mon | Tue | Wed | Thur | Fri | Sat | Sun | Total lifts per week/fortnight |
| Number of Containers <u>1.</u> | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <u>1</u> |
| FEES: | | Service price <u>£98.00</u> per lift/per tonne | | per lift/per tonne | | per lift/per tonne | | per lift/per tonne | |
| Waste Management charge | | per week / month / year | | Rental | | per day / week / month | | | |
| Agreed weight limit per lift in Kgs | | | | Additional charge above weight limit | | per lift/ton | | | |
| Please take extra waste and/or recycle and charge per lift / pro-rata <input type="checkbox"/> | | | | Special instructions | | | | | |
| COMMENCEMENT DATE: <u>15 / 8 / 17</u> | | | | INITIAL TERM: <u>12 months.</u> | | | | | |

SECTION 3 - Payment Details

| | | | |
|---------------------|-------------------|-------------------|---------------------------------------|
| Invoicing frequency | arrears / advance | Credit required £ | Direct Debit <input type="checkbox"/> |
|---------------------|-------------------|-------------------|---------------------------------------|

SECTION 4 - Authorisation (in block capitals)

| | |
|---------------------------------|---|
| Signed on behalf of Viridor | I/we agree to the terms set out in the schedule(s) and confirm that I/we have read and accept the general terms and conditions. |
| Signature <u>[Signature]</u> | Signature <u>[Signature]</u> |
| Name <u>G. SOUCEL</u> | Name <u>LESLEY REUBEN</u> |
| Position <u>Territory SALES</u> | Position <u>TOWN CLERK</u> |
| Dated <u>15/8/17.</u> | Dated <u>15-8-17</u> |

COMPANY PROOFS PRE-TREATMENT FORMS RISK ASSESSMENT DUTY OF CARE ADDITIONAL SERVICES

PART B - GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

- 1.1 In this Agreement the following terms shall mean:
COMMENCEMENT DATE: the date set out in Part A;
DUTY OF CARE: the duty of care imposed by Part II of the Environmental Protection Act 1990 (as may be amended) ("EPA")
INITIAL TERM: the minimum period for which this Agreement shall continue as detailed in Part A;
PART A: the front page attached to this Part B;
SERVICE: the collection of Waste from the Site on the frequency set out in Part A and in accordance with any special instructions set out in Part A;
SITE: the Customer's premises as detailed in Part A;
WASTE: waste other than special waste (as defined in the EPA.)
- 1.2 This Agreement constitutes the entire agreement between the parties in respect of the Service, supersedes any previous arrangements relating to the same and prevails over any terms supplied by the Customer or implied by law, trade custom, practice or course of dealing.
- 1.3 This Part B shall prevail over Part A but only to the extent of any conflict.

2. Duration

- 2.1 Subject to Clauses 2.2 and 9, this Agreement shall commence on the Commencement Date and continue for the Initial Term. Without prejudice to clause 9, on the last day of the Initial Term and each anniversary of the same (the "Renewal Date") this Agreement shall be automatically extended for a further period of one (1) year on the same terms unless the Customer has given Viridor at least three (3) months written notice prior to the Renewal Date that it wishes to terminate the Agreement.
- 2.2 Commencement of the Services on the Commencement Date is subject to Viridor's Accounts Department approving the setting up of a Customer account. If for any reason an account is refused, this Agreement shall terminate immediately without liability.

3. Service

- 3.1 Viridor shall, in consideration of the Fees payable pursuant to Clause 4 and subject to these terms and conditions, provide the Service for the duration of this Agreement.
- 3.2 Time shall not be of the essence for the provision of the Service by Viridor.

4. Fees and Payment

- 4.1 Subject to the remainder of this clause 4, the fee charged by Viridor and payable by the Customer shall be the amount set out in Part A ("the Fees").
- 4.2 VAT and Landfill Tax and any other duties taxes or levies relevant to or resulting from the provision by Viridor of the Service will be added to the Fees and paid by the Customer at the rate prescribed from time to time.
- 4.3 On the first anniversary of the Commencement Date and each subsequent anniversary the Fees (as may have been varied pursuant to this Clause 4) shall be adjusted upwards by the percentage variation (if any) by which the most recently published All Items Index of the Official General Index of Retail Prices has increased over the index published for the previous year.
- 4.4 The Fees may also be upwardly adjusted to take fairly into account any increase in Viridor's transport, operating, disposal or other costs incurred in providing the Service, technical changes, any new legislation or regulation or the implementation of or change in existing law legislation or regulation coming into effect after the date of this Agreement which results in an increase in Viridor's costs.
- 4.5 The Customer will pay Viridor's invoices within 30 days from the invoice date ("the Due Date") without deduction or set off.
- 4.6 If the Customer fails to pay any amount by the Due Date then without prejudice to Clause 9 that amount shall bear interest at 5% per annum above Viridor's bankers base rate at that time calculated on a daily basis from the Due Date until the full amount has been paid in cleared funds and Viridor shall be entitled to suspend provision of the Service until such time.

5. Changes to the Services

- 5.1 If the Customer requires changes to the frequency or timing of collections or other changes to the Services it may put a request in writing. Viridor shall use reasonable endeavours (but shall not be obligated) to comply with any such requests.
- 5.2 Any collections in excess of those specified in Part A or additional services agreed to be provided by Viridor will be charged for (at Viridor's rates from time to time in force) in addition to the Fees.
- 5.3 In the event that the Customer requires fewer collections than are specified in Part A, the Customer shall not be entitled to any reduction of Fees.
- 5.4 Viridor may, at any time, change the days on which it will collect Waste from the Site, subject to giving the Customer reasonable notice.

6. Operational Issues

- 6.1 The Customer shall provide Viridor with all such assistance as Viridor reasonably requires including without limit by providing suitable access to the Site.
- 6.2 Location of bins/containers and access routes for Viridor shall be agreed before the Commencement Date and shall not be changed without Viridor's prior consent.
- 6.3 Any equipment supplied or left at the Site by Viridor shall remain the property of Viridor and the Customer shall at its sole cost keep any such equipment safe and maintained strictly in line with the manufacturer's recommendations. Viridor may charge the Customer for any damage (other than fair wear and tear or caused by Viridor's negligence or willful default) to its equipment. The Customer shall not permit use or movement of any such equipment without Viridor's prior written consent. Viridor reserves the right to remove any of its equipment from the Site at any time without notice.
- 6.4 Vehicles taking Waste from the Site shall be weighed on Viridor's (or a third party's) weighbridges and the weight of the Waste recorded.

7. Waste

- 7.1 The Customer shall ensure that all Waste complies with the EWC Code(s) detailed in Part A, the description accorded to it in any Transfer Note relating to it and in the written Waste Particulars to be provided by the Customer to Viridor.
- 7.2 Title to Waste shall pass to Viridor when it is (with Viridor's authority) loaded onto a Viridor vehicle. Viridor shall not be obliged to accept, and title shall not pass in respect of, any Waste or material not complying with Clause 7.1 or which it is unwilling or legally unable to accept. In the event that Viridor elects at its sole discretion to accept such Waste or material, then the Customer shall indemnify

Viridor from and against all costs, claims, demands and liabilities arising from (without limitation) any treatment, making safe or satisfactory disposal of the Waste or material undertaken by Viridor.

- 7.3 The Customer shall clearly identify in the Waste Particulars any actual or potential hazard to health or to the environment presented by the Waste and shall supply all such information and documentation as Viridor demands to comply with law, indemnifying Viridor against the consequences of any failure to do so.
- 7.4 The Customer warrants that it will comply with and shall procure that all persons handling Waste at the Site shall comply with the Duty of Care and all other applicable law/regulation. The Customer shall indemnify Viridor from and against all costs, claims, demands and liabilities arising from any failure to do so.
- ### 8. Liability and Indemnity
- 8.1 The Customer shall indemnify Viridor in respect of any liability, loss (including consequential loss) claim or proceedings in respect of death or personal injury or damage to any property arising from the operation of the Site or the loading/covering/containment of vehicles/Waste unless and to the extent due to Viridor's negligence.
- 8.2 Viridor shall compensate the Customer for any damage caused to the Site by its negligence (subject to satisfactory evidence of damage fault and quantum) except where damage results from following instructions given by the Customer or its personnel.
- 8.3 The Customer shall keep Viridor indemnified against any losses, costs, expenses, claims, damages, proceedings, and liabilities suffered or incurred by Viridor as a result of any breach of this Agreement by the Customer.
- 8.4 Viridor shall in no circumstances be liable for any loss of profits or anticipated savings; loss of or damage to reputation or goodwill; loss of opportunity; wasted management or other staff time; losses or liabilities under or in relation to any other contract; in each case whether direct, indirect, special and/or consequential loss or damage; or for any other indirect, special and/or consequential loss or damage.
- 8.5 Except in the case of death or personal injury in respect of which Viridor's liability shall be unlimited, Viridor'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 the aggregate amount paid by the Customer under this Agreement in the 12 months prior to the event giving rise to the claim.
- ### 9. Termination and default
- 9.1 Viridor may terminate this Agreement at any time without liability to the Customer on giving the Customer at least three (3) months prior notice in writing.
- 9.2 Viridor may terminate this Agreement forthwith without liability to the Customer if:
- (a) The Customer breaches any obligation under this Agreement and in the case of breaches capable of remedy fails to comply with the terms of any written notice giving particulars of the breach and requiring it to be remedied within the time period specified in the notice.
- (b) The Customer makes any composition or arrangement with creditors, goes into liquidation (other than a members' voluntary liquidation) or has any distress of execution levied against it.
- (c) A winding up order is made against the Customer; a provisional liquidator is appointed to the Customer; the Customer passes a resolution for winding up; an administration order is made against the Customer or a receiver, receiver manager or administrative receiver is appointed over the whole or any part of the Customer's undertaking or assets; or the Customer ceases or threatens to cease trading.
- (d) Any sum payable by the Customer to Viridor remains unpaid on the fourteenth day following a notice in writing given by Viridor to the Customer specifying that a sum is due and payable but remains unpaid.
- 9.3 In the event of the expiry or termination of this Agreement all rights and obligations of both parties shall cease but without prejudice to any right of either party which may have accrued, including (without limit) Viridor's right to be paid in respect of all Services provided up to the date of termination.
- 9.4 If Viridor exercises its right to terminate pursuant to Clause 9.2, the Customer shall pay to Viridor the amount of any loss or damage suffered by Viridor as a result of such termination as damages for such breach.
- 9.5 The Customer acknowledges and accepts that (subject to 9.1 and 9.2 above) this Agreement is for a fixed term and that it has no right to terminate this Agreement during the Initial Term.
- ### 10. Miscellaneous
- 10.1 No variation of this Agreement shall be effective unless in writing and signed on behalf of both parties.
- 10.2 Both parties shall be released from their respective obligations in the event that a party is prevented from carrying out its obligations by a cause beyond its reasonable control including where Viridor's waste disposal licence is revoked or amended preventing Viridor fulfilling this Agreement.
- 10.3 The failure by Viridor to enforce any of the terms or conditions of this Agreement shall not be a waiver of them.
- 10.4 The Customer shall not assign or sub-contract any of its rights or duties under this Agreement without Viridor's written consent. Viridor may assign or sub-contract this Agreement (or part of it) without the Customer's consent.
- 10.5 Notices shall be in writing and sent to the address of the recipient set out in Part A (or such other address as a party may notify to the other) by hand, First Class Recorded Delivery Pre-paid Letter, or facsimile. Notices shall be deemed to have been served, if by hand when delivered, if by First Class Recorded Delivery post 48 hours after posting and if by facsimile when despatched (provided supported by a transmission confirmation sheet).
- 10.6 This Agreement and its terms shall at all times be kept confidential by the parties (subject to any legal requirement on either party) and all information disclosed or obtained from the other in whatever form shall be regarded as confidential and shall not be disclosed to any third party whatsoever.
- 10.7 This Agreement shall be governed by and interpreted according to English law.



CONTRACT NO.

52627

Viridor Waste Management Limited
Great Western House
Station Approach
Taunton
Somerset TA1 1QW
Tel: 01823 721 400 Fax: 01823 334 027
Email: enquiries@viridor.co.uk

ADDITIONAL SERVICES Part A

SECTION 1 - FURTHER SERVICES

| | | | |
|---|-----------|---|--------------------------------------|
| CONTAINERS TYPE | Eurobin - | SIZE / VOLUME | 1100L. |
| DESCRIPTION OF WASTE | | | EWC Code: |
| DRY MIXED. | | | |
| COLLECTION FREQUENCY | | Collection Days | Mon Tue Wed Thur Fri Sat Sun |
| Number of Containers | 1 | <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | Total lifts per week/Fortnight |
| FEES: | | | |
| Service price | 13.50. | per lift/per tonne | per lift/per tonne |
| Waste Management charge | | per week / month / year | Rental |
| Agreed weight limit per lift in Kgs | | | Additional charge above weight limit |
| Please take extra waste and/or recycle and charge per lift / pro-rata | | <input type="checkbox"/> | Special instructions |
| COMMENCEMENT DATE: | | INITIAL TERM: | |
| 15 / 8 / 17 | | 12 months. | |

| | | | |
|---|----------|---|--------------------------------------|
| CONTAINERS TYPE | Eurobin. | SIZE / VOLUME | 240. (Five) |
| DESCRIPTION OF WASTE | | | EWC Code: |
| Glass. | | | |
| COLLECTION FREQUENCY | | Collection Days | Mon Tue Wed Thur Fri Sat Sun |
| Number of Containers | | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | Total lifts per week/Fortnight |
| FEES: | | | |
| Service price | £3 | per lift/per tonne | per lift/per tonne |
| Waste Management charge | | per week / month / year | Rental |
| Agreed weight limit per lift in Kgs | | | Additional charge above weight limit |
| Please take extra waste and/or recycle and charge per lift / pro-rata | | <input type="checkbox"/> | Special instructions |
| COMMENCEMENT DATE: | | INITIAL TERM: | |
| 15 / 8 / 17 | | 12 months. | |

| | | | |
|---|--|--|--------------------------------------|
| CONTAINERS TYPE | | SIZE / VOLUME | |
| DESCRIPTION OF WASTE | | | EWC Code: |
| | | | |
| COLLECTION FREQUENCY | | Collection Days | Mon Tue Wed Thur Fri Sat Sun |
| Number of Containers | | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | Total lifts per week/Fortnight |
| FEES: | | | |
| Service price | | per lift/per tonne | per lift/per tonne |
| Waste Management charge | | per week / month / year | Rental |
| Agreed weight limit per lift in Kgs | | | Additional charge above weight limit |
| Please take extra waste and/or recycle and charge per lift / pro-rata | | <input type="checkbox"/> | Special instructions |
| COMMENCEMENT DATE: | | INITIAL TERM: | |
| | | | |

PART B - GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

- 1.1 In this Agreement the following terms shall mean:
COMMENCEMENT DATE: the date set out in Part A;
DUTY OF CARE: the duty of care imposed by Part II of the Environmental Protection Act 1990 (as may be amended) ("EPA")
INITIAL TERM: the minimum period for which this Agreement shall continue as detailed in Part A;
PART A: the front page attached to this Part B;
SERVICE: the collection of Waste from the Site on the frequency set out in Part A and in accordance with any special instructions set out in Part A;
SITE: the Customer's premises as detailed in Part A;
WASTE: waste other than special waste (as defined in the EPA).
- 1.2 This Agreement constitutes the entire agreement between the parties in respect of the Service, supersedes any previous arrangements relating to the same and prevails over any terms supplied by the Customer or implied by law, trade custom, practice or course of dealing.
- 1.3 This Part B shall prevail over Part A but only to the extent of any conflict.

2. Duration

- 2.1 Subject to Clauses 2.2 and 9, this Agreement shall commence on the Commencement Date and continue for the Initial Term. Without prejudice to clause 9, on the last day of the Initial Term and each anniversary of the same (the "Renewal Date") this Agreement shall be automatically extended for a further period of one (1) year on the same terms unless the Customer has given Viridor at least three (3) months written notice prior to the Renewal Date that it wishes to terminate the Agreement.
- 2.2 Commencement of the Services on the Commencement Date is subject to Viridor's Accounts Department approving the setting up of a Customer account. If for any reason an account is refused, this Agreement shall terminate immediately without liability.

3. Service

- 3.1 Viridor shall, in consideration of the Fees payable pursuant to Clause 4 and subject to these terms and conditions, provide the Service for the duration of this Agreement.
- 3.2 Time shall not be of the essence for the provision of the Service by Viridor.

4. Fees and Payment

- 4.1 Subject to the remainder of this clause 4, the fee charged by Viridor and payable by the Customer shall be the amount set out in Part A ("the Fees").
- 4.2 VAT and Landfill Tax and any other duties taxes or levies relevant to or resulting from the provision by Viridor of the Service will be added to the Fees and paid by the Customer at the rate prescribed from time to time.
- 4.3 On the first anniversary of the Commencement Date and each subsequent anniversary the Fees (as may have been varied pursuant to this Clause 4) shall be adjusted upwards by the percentage variation (if any) by which the most recently published All Items Index of the Official General Index of Retail Prices has increased over the index published for the previous year.
- 4.4 The Fees may also be upwardly adjusted to take fairly into account any increase in Viridor's transport, operating, disposal or other costs incurred in providing the Service, technical changes, any new legislation or regulation or the implementation of or change in existing law legislation or regulation coming into effect after the date of this Agreement which results in an increase in Viridor's costs.
- 4.5 The Customer will pay Viridor's invoices within 30 days from the Invoice date ("the Due Date") without deduction or set off.
- 4.6 If the Customer fails to pay any amount by the Due Date then without prejudice to Clause 9 that amount shall bear interest at 5% per annum above Viridor's bankers base rate at that time calculated on a daily basis from the Due Date until the full amount has been paid in cleared funds and Viridor shall be entitled to suspend provision of the Service until such time.

5. Changes to the Services

- 5.1 If the Customer requires changes to the frequency or timing of collections or other changes to the Services it may put a request in writing. Viridor shall use reasonable endeavours (but shall not be obligated) to comply with any such requests.
- 5.2 Any collections in excess of those specified in Part A or additional services agreed to be provided by Viridor will be charged for (at Viridor's rates from time to time in force) in addition to the Fees.
- 5.3 In the event that the Customer requires fewer collections than are specified in Part A, the Customer shall not be entitled to any reduction of Fees.
- 5.4 Viridor may, at any time, change the days on which it will collect Waste from the Site, subject to giving the Customer reasonable notice.

6. Operational Issues

- 6.1 The Customer shall provide Viridor with all such assistance as Viridor reasonably requires including without limit by providing suitable access to the Site.
- 6.2 Location of bins/containers and access routes for Viridor shall be agreed before the Commencement Date and shall not be changed without Viridor's prior consent.
- 6.3 Any equipment supplied or left at the Site by Viridor shall remain the property of Viridor and the Customer shall at its sole cost keep any such equipment safe and maintained strictly in line with the manufacturer's recommendations. Viridor may charge the Customer for any damage (other than fair wear and tear or caused by Viridor's negligence or willful default) to its equipment. The Customer shall not permit use or movement of any such equipment without Viridor's prior written consent. Viridor reserves the right to remove any of its equipment from the Site at any time without notice.
- 6.4 Vehicles taking Waste from the Site shall be weighed on Viridor's (or a third party's) weighbridges and the weight of the Waste recorded.

7. Waste

- 7.1 The Customer shall ensure that all Waste complies with the EWC Code(s) detailed in Part A, the description accorded to it in any Transfer Note relating to it and in the written Waste Particulars to be provided by the Customer to Viridor.
- 7.2 Title to Waste shall pass to Viridor when it is (with Viridor's authority) loaded onto

a Viridor vehicle. Viridor shall not be obliged to accept, and title shall not pass in respect of, any Waste or material not complying with Clause 7.1 or which it is unwilling or legally unable to accept. In the event that Viridor elects at its sole discretion to accept such Waste or material, then the Customer shall indemnify Viridor from and against all costs, claims, demands and liabilities arising from (without limitation) any treatment, making safe or satisfactory disposal of the Waste or material undertaken by Viridor.

- 7.3 The Customer shall clearly identify in the Waste Particulars any actual or potential hazard to health or to the environment presented by the Waste and shall supply all such information and documentation as Viridor demands to comply with law, indemnifying Viridor against the consequences of any failure to do so.
- 7.4 The Customer warrants that it will comply with and shall procure that all persons handling Waste at the Site shall comply with the Duty of Care and all other applicable law/regulation. The Customer shall indemnify Viridor from and against all costs, claims, demands and liabilities arising from any failure to do so.

8. Liability and Indemnity

- 8.1 The Customer shall indemnify Viridor in respect of any liability, loss (including consequential loss) claim or proceedings in respect of death or personal injury or damage to any property arising from the operation of the Site or the loading/covering/containment of vehicles/Waste unless and to the extent due to Viridor's negligence.
- 8.2 Viridor shall compensate the Customer for any damage caused to the Site by its negligence (subject to satisfactory evidence of damage fault and quantum) except where damage results from following instructions given by the Customer or its personnel.
- 8.3 The Customer shall keep Viridor indemnified against any losses, costs, expenses, claims, damages, proceedings, and liabilities suffered or incurred by Viridor as a result of any breach of this Agreement by the Customer.
- 8.4 Viridor shall in no circumstances be liable for any loss of profits or anticipated savings; loss of or damage to reputation or goodwill; loss of opportunity; wasted management or other staff time; losses or liabilities under or in relation to any other contract; in each case whether direct, indirect, special and/or consequential loss or damage; or for any other indirect, special and/or consequential loss or damage.
- 8.5 Except in the case of death or personal injury in respect of which Viridor's liability shall be unlimited, Viridor'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 the aggregate amount paid by the Customer under this Agreement in the 12 months prior to the event giving rise to the claim.

9. Termination and default

- 9.1 Viridor may terminate this Agreement at any time without liability to the Customer on giving the Customer at least three (3) months prior notice in writing.
- 9.2 Viridor may terminate this Agreement forthwith without liability to the Customer if:
- (a) The Customer breaches any obligation under this Agreement and in the case of breaches capable of remedy fails to comply with the terms of any written notice giving particulars of the breach and requiring it to be remedied within the time period specified in the notice.
 - (b) The Customer makes any composition or arrangement with creditors, goes into liquidation (other than a members' voluntary liquidation) or has any distress of execution levied against it.
 - (c) A winding up order is made against the Customer; a provisional liquidator is appointed to the Customer; the Customer passes a resolution for winding up; an administration order is made against the Customer or a receiver, receiver manager or administrative receiver is appointed over the whole or any part of the Customer's undertaking or assets; or the Customer ceases or threatens to cease trading.
 - (d) Any sum payable by the Customer to Viridor remains unpaid on the fourteenth day following a notice in writing given by Viridor to the Customer specifying that a sum is due and payable but remains unpaid.
- 9.3 In the event of the expiry or termination of this Agreement all rights and obligations of both parties shall cease but without prejudice to any right of either party which may have accrued, including (without limit) Viridor's right to be paid in respect of all Services provided up to the date of termination.
- 9.4 If Viridor exercises its right to terminate pursuant to Clause 9.2, the Customer shall pay to Viridor the amount of any loss or damage suffered by Viridor as a result of such termination as damages for such breach.
- 9.5 The Customer acknowledges and accepts that (subject to 9.1 and 9.2 above) this Agreement is for a fixed term and that it has no right to terminate this Agreement during the Initial Term.

10. Miscellaneous

- 10.1 No variation of this Agreement shall be effective unless in writing and signed on behalf of both parties.
- 10.2 Both parties shall be released from their respective obligations in the event that a party is prevented from carrying out its obligations by a cause beyond its reasonable control including where Viridor's waste disposal licence is revoked or amended preventing Viridor fulfilling this Agreement.
- 10.3 The failure by Viridor to enforce any of the terms or conditions of this Agreement shall not be a waiver of them.
- 10.4 The Customer shall not assign or sub-contract any of its rights or duties under this Agreement without Viridor's written consent. Viridor may assign or sub-contract this Agreement (or part of it) without the Customer's consent.
- 10.5 Notices shall be in writing and sent to the address of the recipient set out in Part A (or, such other address as a party may notify to the other) by hand, First Class Recorded Delivery Pre-paid Letter, or facsimile. Notices shall be deemed to have been served, if by hand when delivered, if by First Class Recorded Delivery post 48 hours after posting and if by facsimile when despatched (provided supported by a transmission confirmation sheet).
- 10.6 This Agreement and its terms shall at all times be kept confidential by the parties (subject to any legal requirement on either party) and all information disclosed or obtained from the other in whatever form shall be regarded as confidential and shall not be disclosed to any third party whatsoever.
- 10.7 This Agreement shall be governed by and interpreted according to English law.