

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

1. Interpretation

1.1 In these Conditions:

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

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

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

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

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

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

"SPECIFIED SERVICE" means the sole and exclusive supply of waste management, recycling and environmental services to the Client and which may be varied from time to time by the Sales Order Confirmation

"INCORRECT MATERIAL" means any waste material that falls outside of the description specified in the Company's quotation and Sales Order Confirmation

"CONTRACT PERIOD" means a minimum period of 12 months from the commencement of the Specified Service, unless otherwise agreed in writing between the Company's Authorised Representative and the Client

"ACCEPTANCE" means acknowledgement by the Client that once the Specified Service has commenced the Client accepts the Company's standard terms and conditions and such conditions of Contract take precedent over any other terms and conditions that exist or existed between the Company and the Client (and for avoidance of doubt can not be varied in any way, including by way of the Client's purchase order or acknowledgement of the Sales Order Confirmation, without the express written agreement of an authorised representative of the Company, prior to the commencement of the Specified Service)

"SERVICE PROVIDER" means those persons or organizations, other than the Company's employees, that are retained or employed by the Company to carry out partial or total performance of the Contract

"CONFIDENTIAL INFORMATION" means any information that is clearly identified as confidential at the time of disclosure or by its nature confidential

"PERSONAL DATA" has the same meaning as section 1(3) of the Data Protection Act 1984

"AUTHORISED REPRESENTATIVE" means the person or persons authorised by the Company to act on behalf of the Company in relation to the Contract and will be of no lesser designation than that of a Director

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

2. Supply of the Specified Service

- 2.1 The Company shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Company and the Client
- 2.2 The Specified Service shall be provided at the Site in accordance with the Sales Order Confirmation and these conditions
- 2.3 The Client shall, at its own expense, supply the Company with all necessary documents or other materials, and all necessary data or other information relating to the Specified Service within sufficient time to enable the Company to provide the Specified Service in accordance with the Contract and, in particular, shall supply an accurate description of any materials or waste to be handled or collected by the Company or its Service Provider, agent, sub-contractor or employee during the provision of the Specified Service or if it is unable to give an accurate description allow the Company to carry out an analysis of any such materials or waste at the Client's expense. Where such information is supplied by the Client, the Client shall be responsible for its accuracy and that of any information supplied by its agent(s) or employees, to the Company
- 2.4 The Company may correct any typographical or other errors or omissions in any Sales Order Confirmation or invoice relating to the provision of the Specified Service without any liability to the Company
- 2.5 The Company may at any time without notifying the Client make any changes to the Specified Service, which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service

3. Charges

- 3.1 Subject to any special terms agreed, the Client shall pay the Company's Standard Charges and any additional sums which are applicable to the provision of the Specified Service or which, at the Company's sole discretion, are charged as a result of the Client's instructions or lack of instructions, or any other cause attributable to the Client including the provision by the Client of Incorrect Material
- 3.2 The Company's Standard Charges quoted to the Client for the provision of the Specified Service will be exclusive of landfill tax unless otherwise stated

- 3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate
- 3.4 The Company shall be entitled to invoice the Client at any time following the provision of the Specified Service unless it has been agreed otherwise in writing, by the Client, with the Company's Authorised Representative
- 3.5 The Company's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Company's invoice
- 3.6 The Client's attention is drawn to prompt resolution of queries. Any queries must be provided in writing to the Company's credit control department within 14 days of the date of Company's invoice. Failure to do so will confirm acceptance by the Client of the Company's invoice and render it due for payment
- 3.7 If payment is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full. Additionally, the Company will have the right to seek court action for the recovery of any outstanding amounts and be entitled to reimbursement by the Client of all associated costs of taking such action, not limited to all legal and collection agency costs associated with the recovery of the outstanding amounts
- 3.8 The Company may vary the Standard Charges to take into consideration governmental landfill tax or such other increases including, but not limited to, fuel, labour, transport and if applicable, any effect of decreases in global commodity prices for recycled materials
- 3.9 The Company reserves the right to apply a rental charge to any container where the frequency of service or collection has been less than once per week

4. Warranties and Liability

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

5. Obligations of the Client

- 5.1 Unless otherwise agreed, the Client shall be responsible for keeping in good condition, and insuring against all risks any container or equipment provided by the Company or its Service Provider, agent or sub-contractor and shall reimburse the Company for any damage or loss
- 5.2 The Client shall not overload, or move any container or other equipment provided by the Company or its Service Provider, agent or sub-contractor, from the position from that which it was originally delivered and if the Client fails to observe the requirements of this clause the Client will indemnify the Company against all risks and costs associated with the same
- 5.3 The Client shall not sell, charge, subcontract, re-hire, lend, affix any advertising data to or assign any container or other equipment supplied by the Company or its Service Provider, agent or sub-contractor without the consent in writing of an Authorised Representative of the Company
- 5.4 It is the responsibility of the Client to ensure that the Site is a suitable location for the provision of the Specified Service and the Company shall not be responsible for any damage done to any driveway, car park, entrance or any other external surface area of the Site as a result of the Company or its Service Provider, agent or sub-contractor carrying out the Specified Service regardless of how and by whom such damage was caused
- 5.5 The Client shall provide to the Company or its Service Provider, agents or sub-contractors, in a timely manner and at no charge, safe access to the Site, data, information and any other facilities, in order that the Company may perform its obligations under the Contract
- 5.6 The Client shall inform the Company of and comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the Site

- 5.7 The Client will ensure that all equipment delivered to Site will be used in a safe and correct manner in accordance (where applicable) with any instructions or manuals provided by the Company and the Company will ensure that all equipment so delivered will be in good working order and suitable for the purposes for which it is to be used in relation to the Specified Service and conforms to all relevant United Kingdom standards or requirements
- 5.8 The Client shall ensure that any materials or waste collected or handled by the Company or its Service Provider, agent or sub-contractor during the provision of the Specified Service correspond with any description given by the Client prior to the commencement of the Specified Service and/or contained in the Company's quotation and Sales Order Confirmation and, unless otherwise agreed in writing with the Authorised Representative of the Company, is packaged or contained adequately, safely and in accordance with any relevant legislation. The Company, without liability, is entitled to refuse to deal with any materials and waste that do not comply with this condition or recover any additional cost from the Client in relation to the handling or disposal of the Incorrect Material or waste
- 5.9 The Client shall obtain and maintain all necessary licences, permits and consents unless otherwise agreed in writing with the Company and comply with all relevant legislation in relation to the Specified Service and ensure that they are in place before the date on which the Specified Service is due to commence. In circumstances where the Client fails to comply, the Client will indemnify the Company against all costs and fines, including any legal costs in defending such actions, incurred by the Company as a result of the Client's failure to comply and will reimburse the Company accordingly for the said amounts
- 5.10 The Client shall be responsible for and indemnify the Company in respect of any costs, charges or losses sustained or incurred by the Company (including direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person) arising directly or indirectly from the Client's fraud, negligence or failure to perform or delay in the performance of any of its obligations in respect of these Conditions
- 5.11 When the Client off hire's containers they will provide to the Company at least 24 hours prior written notice of their intention to do so (subject to any minimum period of hire that may have been specified) and the Company will use its best endeavours to remove the same from site within 48 hours of such notice or will notify the client at the time of off hire if a longer period of time is required. The Client notes that any such container (s) remains the responsibility of the Client until they have obtained a signed collection note from the Company's service provider and that any additional costs associated with the Client's failure to observe the procedure contained within this condition will be payable to the Company by the Client

6. Termination

- 6.1 The Client shall be entitled to terminate the Contract at any time, following the Contract Period, by giving not less than three months' written notice to the Company's Authorised Representative
- 6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by:
- 6.2.1 giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or ;
- 6.2.2 if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed
- 6.3 On termination of the Contract, for any reason:
- (a) the Client shall immediately pay to the Company all of the Company's outstanding invoices and interest and, in respect of any services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- (b) the Client agrees that in respect of circumstances detailed in condition 6.2.2 the Company will not be liable to the Client, or any other organisation, for the payment of any prebate, rebate or discount in respect of the Contract or the Specified Service, whether such payments are outstanding or have been invoiced by the Client to the Company and furthermore, the Company shall be entitled to the immediate reimbursement by the Client of any such payments previously made by the Company in respect of prebate, rebate or discount
- (c) the Client shall, within 14 days return all of the Company's property. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and
- (d) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected

7. Non-Solicitation

- 7.1 Where the Company has negotiated with various Service Provider's to undertake Services on behalf of the Client, the Client agrees not to contact or treat with the Service Provider directly or during the term of the Contract and for a further period of twelve months following termination of the Contract. Additionally, if a Service Provider contacts or canvasses the Client they will inform the Company accordingly

8. Timing

- 8.1 The Company will use its best endeavours to provide the Specified Service on the date and time that has been scheduled but accepts no liability or loss resulting from late or delayed arrival to Site

9. Compliance with Contract

- 9.1 The Client, unless otherwise specified in the Contract shall use its best endeavours to ensure that the usage of the Specified Service is comparable with the Company's understanding of the Client's estimated annual volume
- 9.2 Where the Company provides a reporting procedure on the usage of the Specified Service the Client will monitor the same against annual volume, quarterly and where there is significant variation in usage will endeavour to determine the reasons for such change and inform the Company accordingly
- 9.3 Where significant variations in usage are identified which are likely to materially affect the estimated annual volume, the Client will give (30) days written notice to the Company of the revised estimated volume. It is accepted by the Client that any appreciable decrease may give rise to a revision in price

10. Management Information

- 10.1 The Company will provide the Client with reports in a format and with content, as mutually agreed and the Company reserves the right to charge the Client for the provision of such information
- 10.2 It should be noted that the Company or its nominated Service Provider may operate ticket less systems, particularly in the case of scheduled trade waste collection containers (1100 litre or similar), mobile compaction containers (REL/FEL). In these instances individual proof of delivery tickets will not be available and in such circumstances an Annual Waste Transfer Note will be provided to signify proof of service and to discharge the Client's obligation under the Environmental Protection Act
- 10.3 In certain circumstances the Company may have to rely on estimated tonnage and in such circumstances will use its best endeavours to ensure that the data is correct utilising as its base, industry averages; however in such cases the Company accepts no liability as to the precise accuracy of the same

11. Insurance

- 11.1 Unless otherwise agreed in writing by the Authorised Representative of the Company, the Company will insure against its liability to an amount of, £10 million for Employers liability, £5 million for Public and Products liability and £1 million for Professional Indemnity. It is acknowledged by the Client that the Company may provide cover in excess of these individual amounts on a specific basis and at the written request of the Client, but any additional premium for providing such additional cover will be recoverable from the Client

12. Recovery of Sums Due

- 12.1 The Company will have the right to recover any monies due and interest on any monies due for late or non- payment, as defined in clause 3.7 and any such action will not affect the validity of the Contract

13. Assignment

- 13.1 Neither party shall assign, transfer, sub contract or sub let (other than the Company's right to do so as defined by the use of their Service Provider) the whole or any part of the Contract without the prior written consent of the other party

14. Confidentiality

- 14.1 The Company, the Client, their employees and agents at all times shall keep confidential and secret and shall not disclose to any person (other than a person authorized by the other party) all information and other matters acquired by them in connection with the Contract, or in connection with the affairs, financial or otherwise, of either party (save to the extent that such information is to be disclosed by law or is already in the public domain) or other than by reason of breach of this condition either by the Company or the Client

15. Intellectual Property Rights

- 15.1 The Company retains all property rights, including Intellectual Property Rights, in the Specified Service and any patterns, drawings, samples, artwork, report formats, materials and information, including Service Provider information, issued to the Client who may use such information for the purpose of and during the term of the Contract and must return to the Company such information or not use such information following the end, or termination of the Contract
- 15.2 All Intellectual Property Rights in all items delivered to the Client pursuant to the Specified Service carried out by the Company under this Contract shall be assigned to and vest in the Company absolutely, save for any pre-existing Intellectual Property Rights of the Client or third parties and shall at all times remain with the originating party. The Company grants to the Client a license to copy its pre- existing Intellectual Property Rights and those of third party Service Provider's or suppliers for its own use. The Client must not provide or copy any such Intellectual Property of any third party without the Company's prior written consent
- 15.3 Subject to the foregoing, any Intellectual Property arising out of the provision of the said Specified Service shall be assigned and vest in the Company absolutely as and when such item comes into existence
- 15.4 The Client shall take all necessary steps to ensure that the foregoing provisions of clause 15 have full effect, such steps to include, but not limited to, insertion of corresponding provisions in any contracts with other sub contractors or other third parties
- 15.5 Subject to the foregoing, those parts of any software or reports or report format or Service Provider information specifically developed or written under Contract and the copyright thereto and all intellectual property therein shall belong to and vest in the Company absolutely. Furthermore the Client acknowledges that if there is a mis use of the said information, and which use, in the opinion of the Company, would have a detrimental effect upon the Company, this would be in breach of contract and the Company would be entitled to compensation from the Client accordingly in such sums to be determined appropriate by a Court of Law
- 15.6 The Client will additionally indemnify the Company in relation to any unauthorised use or infringement of third party Intellectual Property Rights and which rights are vested in that third party

16. Entire Agreement

- 16.1 These Conditions, together with the Company's quotation and any other specific terms set out in the Company's Sales Order Confirmation, constitute the entire agreement between the parties and supersede any previous agreement or understanding between the parties and no variation to these conditions is valid or binding unless approved in writing by the Authorised Representative of the Company. All other terms and conditions expressed or implied, by statute, or otherwise, are excluded to the fullest extent permitted by law

17. Force Majeure

- 17.1 Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this clause shall limit the obligations of the Client or Company to use their reasonable endeavours to fulfil their obligations under the Contract

18. Sub-Contractor Status

- 18.1 It is expressly understood by the Client that the Company does not act as a sub-contractor in relation to any quotation it provides or to the Specified Service or to any order or documentation, provided by the Client and for avoidance of doubt any conditions or documents of the Client where it refers to the Company acting as a sub-contractor or accepting any liabilities in connection with a status of a sub-contractor will not be applicable or binding upon the Company

19. Notices

- 19.1 Any Notice shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice
- 19.2 All written and oral communications, notices and documents relating to the Contract shall be in English

20. Data Protection

- 20.1 All parties must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998, and any subsequent revision of this Act and in particular the Client must ensure compliance with the Company's security arrangements and ensure the reliability of its staff that has access to any personal data held. In addition, if the Client is required to access or process personal data held by the Company, the Client shall keep all such personal data secure at all times and shall only process such data in accordance with instructions agreed with the Company

21. Waiver

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

22. Racial and Sexual Discrimination

- 22.1 Both parties shall not unlawfully discriminate within the meaning of the Sex Discrimination Act 1975 or the Race Relations Act 1976 or any enactment relating to discrimination in employment and shall take reasonable steps to secure the observance of this condition by all their staff or agents employed in the performance of the Contract

23. Accrued Rights and Remedies

- 23.1 Neither the expiration nor the termination of the Contract shall prejudice or affect any right of action or remedy, which shall have accrued or thereafter accrue either to the Client or to the Company

24. Publicity

- 24.1 The Company may be entitled, if it so wishes, to use for advertising purposes, such information about the supply of services or goods or work undertaken on behalf of the Client

25 Contracts (Rights of Third Parties) Act

- 25.1 No provision of this Contract shall confer on any third party any benefit or right enforceable at the option of that third party against the parties to this Contract, except where expressly permitted in this Contract

26. The Bribery Act 2010

The Company fully complies with the principals of The Bribery Act 2010 and expects the same conduct in its dealings with business partners and their associates. A copy of the Company's Policy in respect of The Bribery Act 2010 is published on the Company's web site

27. Competition

- 27.1 The parties do not consider that this Contract infringes the prohibition provisions of Chapter 1 and 2 of the Competition Act 1998 ("the Act"). However, the parties are at liberty to apply to the Director General of Fair Trading for an exemption should the Contract be, in the opinion of the Director General of Fair Trading, a prohibited agreement within the provisions of Chapter 1 and 2 of the Act

28. Severability

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

29. Law

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