

PRE018857
Internal use only:

A/c No:

76203756

Waste Transfer Note

(This Waste Transfer Note must be renewed whenever the description of the Waste changes or in any event at least annually)

All details in this Waste Transfer Note are to be completed by you, the customer.

This Waste Transfer Note is required by law and you must complete it as accurately and completely as possible.

Under no circumstances will SITA be liable for any inaccuracy by you in describing the Waste

A Description of the Waste
Note: This description will form the definition of 'Waste' under our agreement with you, the Customer

1. Please accurately describe all Waste being transferred

EWC CODE(S)	20	03	01	EWC CODE(S)				EWC CODE(S)			
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Customer's full name & address, inc. post code (Address must be where Waste is produced)


WAREHAM TOWN COUNCIL
TOWN HALL
EAST ST WAREHAM BH20 4NS

Additional description of the Waste: (complete on separate sheet if necessary)

2. Please describe accurately the type of premises or business from which the Waste comes from

Description of the premises or business: (complete on separate sheet if necessary)

By signing below you, the Customer, confirm that the waste description set out above is true, complete & accurate.

 RODNEY CURTIS 26/10
Signed by authorised representative of you, the Customer Print Name Date

B The Waste Producer/Holder

Name WAREHAM TOWN COUNCIL Customer Service Location

Address TOWN HALL
EAST ST
WAREHAM Postcode

Which of the following are you? Please ☒ one or more boxes and complete all relevant information boxes.

Producer of Waste ☒ Importer of Waste ☐ Waste Collection Authority ☐

Registered Waste Broker ☐ Are you a Registered Hazardous Waste Producer ☐ Registration No.

Do you hold a Waste Management Licence? Y/N ☐ Lic No. Issuing Authority

Are you exempt from holding a Waste Management Licence? Y/N ☐ Reason

Are you a Registered Waste Carrier? Y/N ☐ Reg. No. Issuing Authority

Are you exempt from holding a Waste Management Licence? Y/N ☐ Reason

C The Waste Receiver
SITA UK LIMITED. Waste Carrier Reg. No: BKM/091252/CB. Issued by: The Environment Agency

D Disposal Site
Or such other Disposal Site used by SITA from time to time

This Waste Transfer Note forms part of our agreement with you: Under Legal Rules we cannot deal with your Waste until this Waste Transfer Note and agreement is completed by you and then signed by both parties. We rely upon your description of the Waste so please ensure you describe it accurately. Replacement Waste Transfer Notes may be required under certain circumstances - see condition 8.4 overleaf.

By law you should keep a copy of this agreement, and this Waste Transfer Note, for at least 2 years from Container Delivery Date.

Registered Office: SITA House, Grenfell Road, Maidenhead, Berkshire SL6 1ES Co. Reg. No: 2291198

Sales Code:

N/A 216 2

S.I.C. Code:

Internal use only:

Agent Code:

Service Agreement

PART 1

The Customer

Name

Trading Name WAREHAM TOWN COUNCIL

Please tick type of business

Limited Company ☐ Partnership ☐ PLC ☐
Sole Trader ☐ LLP ☐

Full Address TOWN HALL
EAST ST
WAREHAM

Note: This is also the address we will use for the service of Notices under Condition 6 overleaf.

Postcode BH20 4NS Tel (inc STD) (01929) 553006

Fax Email

Site Contact Invoice Contact

PART 2

Customer Service Location

If Customer Service Location is the same address as in part 1 please tick this box and go to Part 3 ☒

Site Name

Site Address

Postcode Tel (inc STD)

Fax Email

Site Contact Invoice Contact

PART 3

The Initial Term

Years 1 Months 0

(Minimum period 12 months)

PART 4

SITA Depot

SITA Depot PARKSTONE Postcode BA12 4NH

PART 5

Collection Frequency													
Container Type	Size(m³)	Quantity	Container Delivery Date	M	T	W	TH	F	S	SU	Night Access Available (Y/N)	On Demand Skip/Roll-off only	Access/Time Restrictions (Y/N)
EURO	660	ONE	01/11			<input checked="" type="checkbox"/>					N	N	N

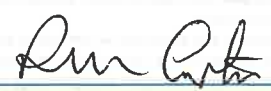
Invoice Details												
INTERNAL USE ONLY			Pricing Structure	LIN	PROG	FIXED	MIN TON	(Circle required method)				
Collection Charge (£/Lift)	Disposal Charge (£/tonne)	Agreed Weight (kgs)	Additional Charge (£/kg)	Rental Charge (£/day)	Additional Lifts (£)	Delivery Charge/ Container (£)	E.P.A Charge (£)	Hazardous Waste Registration Charge (£)	Hazardous Waste Consignment Note Charge (£)	Container Protection Charge (£/container/day)	Sunday/Bank Holiday Charge (£/collection)	
5-45	—	501KGS		5-45			YES					
Billing Period (circle required method)							Day	Year	Day	Year	(circle required E.P.A. charge period)	
MONTHLY ARR <input checked="" type="checkbox"/>			MONTHLY ADV			QUARTERLY ADV			OTHER (specify): Monthly 1-25			

Special Instructions (for Vehicle Driver):

To include access / time restrictions:

1x 660 needed


On behalf of the Customer


Signed by a duly authorised representative of you, THE CUSTOMER

RODNEY CURTIS, TOWN CLERK
Print Name & Position

26 10 05
Day Month Year

On behalf of SITA UK Limited:


Signed by a duly authorised representative of SITA UK Limited

K. DAY
Print Name & Position

26 10 05
Day Month Year

<div>1. Introduction</div> <div>This agreement sets out your responsibilities to us and our responsibilities to you.</div> <div>1.1 <i>What makes up this agreement?</i> These conditions here, all Parts overleaf and the Waste Transfer Note (as replaced from time to time) make up this agreement for our supply of the Service to you.</div> <div>1.2 <i>Who's who in this agreement?</i> SITA UK Limited will be referred to as 'us', 'we', 'our'. We refer to you, the party identified as the Customer in Part 1, as 'you' or 'your' (which shall also include your employees and agents). We refer to both parties by the use of normal English such as 'both of us' or 'either of us'.</div> <div>1.3 <i>No other terms or conditions apply.</i> The terms and conditions of this agreement replace all previous agreements or arrangements (whether written or oral) between us both in relation to the Service. No additions to, changes to, or conditions inconsistent with this agreement will be binding upon us unless we expressly agree in writing.</div> <div>2. How Long Will This Agreement Last?</div> <div>2.1 <i>The start of this agreement.</i> Your agreement with us starts on the date when both of us sign overleaf and will remain in force until we no longer provide the Service to you.</div> <div>2.2 <i>The start of the Service and the Initial Term.</i> Our provision of the Service will begin from the Container Delivery Date and will continue for the Initial Term. To fix the length of the Initial Term, the Container Delivery Date shall not change even if the actual delivery of any Container is on an earlier or later date.</div> <div>2.3 <i>Automatic renewal of the Service.</i> Both of us agree that the Service will automatically continue and be renewed for successive twelve month periods after the Initial Term unless terminated in line with Condition 7.</div> <div>2.4 <i>Can you use anyone else to perform the Service?</i> No. During this agreement you must obtain the Service only from us and must not obtain services similar to the Service from any other party. Condition 9.2 sets out the only exception to this obligation.</div> <div>3. What Will We Charge For The Service?</div> <div>3.1 <i>Our Charges</i> will be calculated in line with Part 5.</div> <div>3.2 <i>All Charges do not include VAT.</i> Where applicable you will pay VAT in addition to the Charges. We will try to ensure that each invoice for the Service contains adequate details of the VAT payable.</div> <div>3.3 <i>Are there any hidden charges?</i> No. All Charges for the Service, and any additional services pursuant to Condition 13, are identifiable in this agreement. In addition to the Charges we may also charge you: our reasonable costs incurred as a result of a breach or failure by you of your obligations under this agreement (including any action and costs incurred in recovering unpaid Charges); a copy charge (if you ask for a copy of any document, for example an invoice, a Waste Transfer Note or this agreement).</div> <div>3.4 <i>Security deposit.</i> We may, at any time, also require you to pay a security deposit in relation to any Container or Charges.</div> <div>4. Payment For The Service?</div> <div>4.1 <i>Within 30 days</i> You must pay to us all amounts due within 30 days of the date of each invoice. You must check all invoices. We will invoice you in accordance with the agreed Billing Period set out in Part 5.</div> <div>4.2 <i>What happens if you do not pay within 30 days?</i> Without prejudice to any rights either of us may have elsewhere in this agreement:<div><div>(a) any amounts due from you which are not paid within 30 days of the date of each invoice will attract charges and interest on a daily basis in line with the provisions of the Late Payment of Commercial Debts Regulations 2002;</div><div>(b) if you (acting in good faith) dispute any amount claimed under any invoice you must inform us as soon as you can. You cannot dispute or refuse to pay any amount on the basis that we owe you money. You must pay us all undisputed amounts within 30 days of the date of the invoice. Payment of any amount under an invoice, as shown by our records, shall be proof that we performed our obligations for the relevant Service. If you claim we owe you money we will credit the amount to your account with us once we have received satisfactory evidence that we do owe you the amount claimed. To the extent it is agreed or determined that you owe us any disputed amount then you will pay us interest on the amount agreed or determined in line with Condition 4.2(a);</div><div>(c) we may, at any time, require you to pay us in advance or pay us a security deposit before starting or continuing the provision of the Service if: we believe that any amount may not be paid in full when due (for example, the result of a Credit Application being unfavourable to you or if you have been given a 14 day time period to remedy a breach in line with Condition 7.2).</div></div></div> <div>5. When Can We Change Our Charges?</div> <div>5.1 <i>What if our costs change?</i> We may amend our Charges at any time (even during the Initial Term) due to:<div><div>• changes in Landfill Tax or in Legal Rules;</div><div>• changes in the type of waste being collected;</div><div>• changes in our cost of providing the Service (including changes to any tax or fuel duties);</div><div>• changes in technology or to cover an improvement in our Service;</div></div>or to ensure the good management of our business generally.</div> <div>We will try to give you reasonable notice of any such change, normally at least one month.</div> <div>5.2 <i>What happens if the Agreed Weight in Part 5 is exceeded?</i> Depending upon the type of Service or Container provided under the Service your Waste will either be transported separately for disposal from other customers' waste ('Unmixed Service') or will be mixed with other customers waste by the Vehicle at the point of collection ('Mixed Service'):<div><div>(a) For Unmixed Service: the weight will be accurately measured (whether at the disposal point or otherwise) and we will charge you for the actual weight of the Waste (as shown by our records) above the Agreed Weight;</div><div>(b) For Mixed Service: If the actual weight of Waste regularly exceeds the Agreed Weight then we both agree to revise the Agreed Weight and the Service Charge to take account of such excess weight. We may at any time take sample weights to satisfy us of the accuracy of Agreed Weight in relation to the weight of your Waste per Container per collection.</div></div></div> <div>6. Written Notices</div> <div>6.1 <i>Your requirements.</i> Whenever under this agreement you are required or allowed to give Written Notice to us, such Written Notice must be in writing and sent by recorded or registered post or hand delivered (for which a written confirmation of receipt must be obtained) to the 'SITA Depot Address' set out in Part 4.</div> <div>6.2 <i>Our requirements.</i> Whenever under this agreement we are required or allowed to give Written Notice to you, such Written Notice must be in writing and sent by post or hand delivered (for which a written confirmation of receipt must be obtained) to your address set out in Part 1. Written Notices sent with, or forming part of, any invoice will be satisfactorily given for the purposes of this agreement.</div> <div>6.3 <i>A Written Notice will be deemed to be received:</i> if sent by post then two working days following posting; if delivered by hand then on the next working day.</div> <div>6.4 <i>Faxes and e-mails are not acceptable.</i> We both agree that any Written Notices sent by facsimile or e-mail will not be satisfactorily served for the purposes of this agreement.</div> <div>7. Ending The Service</div> <div>7.1 Either of us may end the Service, and therefore this agreement, by giving to the other not less than three months, but not more than six months, Written Notice as long as:<div><div>(a) the effective end date under that Written Notice is the end date of the Initial Term; or</div><div>(b) the effective end date under that Written Notice is an anniversary of the end date of the Initial Term.</div></div>Both of us agree that any Written Notice to end this agreement given either at a time or in a manner different to the requirements of this Condition 7.1 will not be correctly given for the purposes of ending the Service.</div> <div>7.2 We may give you Written Notice to end this agreement at once if you are in breach of your obligations. Example breaches include you failing to: look after a Container in line with Condition 8; pay to us any amount owed when we remind you; pay us in advance if we require it (see Condition 4.2(c)). If the breach is capable of remedy we may, at our option, give you Written Notice to remedy it within 14 days. If you do not remedy the breach to our satisfaction within this time the agreement will end at once.</div> <div>7.3 This agreement will end at once if: a bankruptcy order is made against you; you make a voluntary arrangement with your creditors; you have a receiver, an administrator or an administrative receiver appointed for any part of your assets; an order is made or a resolution passed for your winding-up (except for the purposes of its reconstruction or amalgamation). This Condition is written to cover individuals, partnerships and companies and should be interpreted in line with this.</div> <div>7.4 <i>Agreed compensation.</i> If this agreement is ended other than in line with Condition 7.1 you will pay to us straight away all Charges then due. You also agree to pay to us an amount equal to 43 per cent of our Annual Charges to you, which we both agree represents a genuine pre-estimate of our reasonable losses as a result of the termination.</div> <div>7.5 Ending this agreement will be without prejudice to any rights or liabilities that either of us may have accrued to that date.</div> <div>8. Your Service Responsibilities & Obligations</div> <div>Your Waste</div> <div>8.1 <i>We rely upon you to accurately describe your Waste.</i> You are the producer or importer of the Waste. We rely upon your correct selection of any European Waste Code or other description of your Waste as contained on any current Waste Transfer Note. You will be responsible for ensuring that at all times only materials conforming to your description of your Waste are placed in any Container.</div> <div>8.2 <i>Inaccurate descriptions of your Waste.</i> We may at any time take samples of your Waste to satisfy us of the accuracy of your description. Under no circumstances will this right to take samples free you of your obligation to accurately describe your Waste.</div> <div>8.3 <i>Can we refuse to deal with a Container's contents?</i> Yes. At any time we may refuse to deal with any Waste or other material for any valid reason. Examples of a valid reason include material or Waste which we believe may:<div><div>• not match accurately with your description of your Waste;</div><div>• be corrosive, explosive, flammable, infectious, toxic, poisonous or otherwise dangerous (other than as may be permitted under Condition 8.7);</div><div>• cause us to incur any civil or criminal liability;</div><div>• cause us to incur extra costs to transport or dispose of in line with Legal Rules.</div></div></div> <div>If we refuse to deal with any Container's contents for a valid reason we will not be in breach of this agreement and may insist that you remove, or arrange for a specialist third party to remove, such contents. If we do not enforce this right of refusal we may charge you for our extra costs in dealing with the Container's contents in line with Legal Rules.</div> <div>8.4 <i>New Waste Transfer Note.</i> Both of us agree to sign a new Waste Transfer Note, which will replace the then current Waste Transfer Note (and will then form part of this agreement):<div><div>(a) if there is a change in the material forming your Waste;</div><div>(b) immediately before each anniversary of the Container Delivery Date or the anniversary of each Waste Transfer Note (as applicable);</div><div>(c) under Condition 12.2.</div></div></div> <div>8.5 <i>Ownership and liability for your Waste.</i> All Waste will become our property from the time when we empty or collect a Container. This will not free you from any liability or responsibility you have in relation to your Waste (whether under this agreement or otherwise).</div> <div>Hazardous Waste</div> <div>8.6 <i>Notification.</i> Under Legal rules you may need to notify the Environment Agency that you produce hazardous waste. We can make the notification on your behalf should you instruct us to do so by paying the Hazardous Waste Registration Charge. This notification lasts for 12 months and we will automatically renew the registration each year on your behalf unless you give us Written Notice not to at least 3 months prior to the renewal date. If your details change at any time you may need to make a new registration.</div> <div>8.7 <i>Hazardous Waste.</i> Should you subscribe to this service we will collect your Hazardous Waste provided:<div><div>• you only use Containers specifically provided by us for this purpose to store your Hazardous Waste;</div><div>• you comply with the guidelines that we give you Written Notice of from time to time;</div><div>• you provide evidence that you have notified the Environment Agency that you produce hazardous waste at the Customer Service Location where we believe it appropriate;</div><div>• you complete the respective part of a Hazardous Waste Consignment Note with respect to each collection.</div></div></div> <div>The Containers</div> <div>8.8 <i>You are responsible for each Container.</i> We will deliver to the Customer Service Location each Container requested by you in Part 5. Once we deliver any Container you will be responsible for it.</div> <div>8.9 <i>The condition of any Container.</i> You will be responsible for making a reasonable examination of the Container at the time of delivery. This is important because, unless you tell us otherwise, each Container will be deemed to be in good working order and condition.</div> <div>If you believe that a Container has a defect you must tell us by Written Notice within five Working Days of its delivery to the Customer Service Location. When you tell us you must explain what the defect is, including whether you believe the defect is:<div><div>• 'minor' (for example it is dented); or</div><div>• 'major' (for example it may prevent the safe storage or transport of your Waste or it may be a risk to health and safety).</div></div>Using the information you give us we will (acting reasonably) decide what to do. If you report a:<div><div>• Minor defect we may, at our option, decide not to change the Container (in which case you will have no liability for the minor defect);</div><div>• Major defect we will contact you to agree a reasonable time period in which to replace the Container or to make temporary arrangements until a replacement can be delivered.</div></div></div> <div>In line with clause 11.1 at the end of this agreement we can charge you for any damage (other than fair wear and tear or caused by our negligence or wilful default) to any Container. If we have caused damage through our negligence or wilful default you must tell us by Written Notice within 5 days of the negligent act or act of wilful default otherwise it will be deemed that we did not cause the damage.</div> <div>8.10 <i>Delivery and access.</i> You will at all reasonable times allow us, our employees or sub-contractors suitable access to deliver, empty, inspect, repair or replace any Container. At the end of this agreement, however caused, you will allow us, our employees or sub-contractors suitable access for the removal of the Containers.</div> <div><i>What is suitable access?</i> This is space for manoeuvring the Vehicle that is not insufficient, unsafe or likely to cause damage to the Vehicle, any Container or other property. The driver of the Vehicle will ascertain if suitable access is available and may refuse to deliver empty or replace a Container if he believes access is unsuitable. Where you subscribe to the Hazardous Waste service this may also include access to the building in which the Container is stored.</div> <div>8.11 <i>Rights in each Container.</i> Each Container will either be owned or leased by us. You will have no title to any Container or any right to withhold it from us or to dispose of it.</div> <div>8.12 <i>Fit for purpose.</i> You agree that each Container is suitable for the purpose of storing, compacting, bailing or transporting (as appropriate) your Waste. We rely on your advice as to the number of Containers and the type and weight of Waste involved. You must tell us (as soon as possible) if you believe any Container is not fit for your purpose of, following any change to your Waste, is no longer fit for your purpose.</div> <div>8.13 <i>You are responsible for the use of each Container.</i> You will not allow any Container to:<div><div>(a) be used by any person other than you, your employees or agents;</div><div>(b) contain any material other than your Waste or to become polluted or contaminated;</div><div>(c) be removed from the Customer Service Location unless this is by us;</div><div>(d) be overloaded or overfilled (even if not overloaded);</div><div>(e) be damaged or set on fire (including its contents);</div><div>(f) be placed, stored or sited on a public highway;</div><div>(g) display any advertising, mark, logo, sign or lettering other than our name, logo and contact details (which you will not deface, remove or cover up).</div></div></div> <div>8.14 <i>Cleaning of a Container.</i> You must take reasonable care to keep the condition of each Container in line with the requirements of Legal Rules. When you clean a Container you must ensure that the method used (including the cleaning products used) does not cause any damage. For example, any cleaning products used must not be corrosive or dangerous or otherwise pollute or contaminate the Container or your Waste.</div> <div>8.15 <i>Container with mechanisms.</i> You will not interfere with the mechanism of any container.</div> <div>8.16 <i>Liquid Waste.</i> You will be responsible for: the connection of any Vehicle's hose to your valve or coupling as well as the operation of any coupling, valve or other mechanism which is not our property.</div> <div>8.17 <i>Changing the type of Container.</i> We may, at any time, change the type of Container provided to you if, for example, we wish to change the type of Vehicle that collects your Waste. You may object to any such change by Written Notice within 7 days. We will accept your objection and not change your Container if you can show (acting in good faith) that the change will be to your significant disadvantage and unreasonable for you to comply with.</div> <div>Disposal Sites</div> <div>8.18 <i>Disposal sites.</i> We will try to satisfy ourselves that all Disposal Sites used by us are operated in line with Legal Rules. This said we accept no liability for any third party's failure to operate any Disposal Site in line with Legal Rules. We may change the Disposal Site if we believe it is not being operated in line with Legal Rules.</div> <div>9. How Can Your Service Requirements Be Changed?</div> <div>9.1 <i>Service reductions.</i> If your requirements for the Service at any time reduce you may ask us to change the Service (whether as to Container size and number, Collection Frequency or otherwise). We will agree to change the Service and the Charges as we consider suitable (acting reasonably). If you are obtaining, or are intending to obtain, the Service or services similar to the Service from any other party we may refuse to reduce or change the Service.</div> <div>9.2 <i>Service increases.</i> If your requirements for the Service at any time increase, you must ask us in writing to change or increase the Service in line with your requirements. We will agree to increase or change the Service and Charges as we consider suitable (acting reasonably). If we fail to provide the increased or changed Service within 1 month of agreeing to do so only then will you be entitled to obtain services similar to the Service from another party to meet your increased requirements. For clarification if you do obtain additional services from a third party under this Condition we will continue to provide the Service and you will not be entitled to end this agreement (except in line with Condition 7.1).</div> <div>9.3 <i>Changing the collection days.</i> We may, at any time, change the days on which we will collect your Waste if, for example, we reschedule the Vehicle's work. You may object to any change by Written Notice within 7 days. We will accept your objection, and not change your collections days if you can show (acting in good faith) that the change will be to your significant disadvantage and unreasonable for you to comply with.</div> <div>10. Late Performance and Service Suspension</div> <div>10.1 <i>If the provision of the Service goes wrong.</i> Due to the type of Service being provided the Collection Frequency and collection times do not have to be strictly complied with. We will not be liable to you:<div><div>(a) for late performance or any delay in performance of the Service;</div><div>(b) if we are prevented from doing anything we have said we will do under this agreement because of anything that we cannot reasonably control (for example, due to Vehicle breakdowns, our inability to obtain a Container by the Container Delivery Date, our inability to temporarily obtain labour and industrial disputes).</div></div></div> <div>10.2 <i>Service suspension.</i> For any period where you are in breach of this agreement we may stop performing the Service until you have remedied the breach to our reasonable satisfaction and will not be liable to you for any resulting loss, damage or expense.</div> <div>11. Risks and Liabilities</div> <div>Your Risks and Liabilities</div> <div>11.1 <i>Risk of loss of, or damage to, any Container.</i> You will be liable to us in full for all loss of, or damage to, any Container from when it first arrives at the Customer Service Location. You will not be liable for any loss of, or damage to any Container, which is due to fair wear and tear, our negligence or our wilful default.</div> <div>11.2 <i>Other liabilities.</i> You indemnify us against any injury, demand, action, cost, loss, damage or liability from the provision of the Service including from any:<div><div>(a) act, omission or negligence of you, your employees or agents;</div><div>(b) inaccuracy in the description of your Waste;</div><div>(c) placement of any Container (including on land, road margins and kerbs adjacent to the Customer Service Location).</div></div></div> <div>11.3 <i>Health and safety.</i> Without limiting our obligations in respect to health and safety you will be responsible for the safety of any person (including our employees and sub-contractors) whilst on or about the Customer Service</div> <div>Location. You will be responsible for the safety of any person (except our employees and sub-contractors) loading any Container with Waste or using its mechanism (if any). If you ask we will, when each Container is delivered, arrange for training. We may charge you for arranging any further training after delivery, for example, to train your new employees.</div> <div>11.4 <i>Insurance.</i> You agree that you are best able to manage the insurance cover suitable for your business. You therefore agree that it is reasonable for us to rent the Containers to you on the basis of the exclusions and limitations on liability set out in this agreement (notably under clause 11). Accordingly, you will maintain insurance cover in respect of your liabilities and indemnities under this agreement and will, if we ask, provide to us a copy of the insurance policy as proof of maintaining such cover.</div> <div>Restrictions on Our Liability</div> <div>11.5 <i>Death or personal injury.</i> Nothing in this agreement or this Condition 11 will operate so as to exclude, restrict or limit liability for death or personal injury resulting from our negligence or that of our employees or sub-contractors.</div> <div>11.6 <i>Title and quiet possession.</i> We do not exclude liability for our breach of any warranty as to title and quiet possession of a Container that may be implied by Legal Rules.</div> <div>11.7 <i>Limit of our liability.</i> Subject to Conditions 11.5 and 11.8 if you suffer any loss or damage our liability to you will be limited to £25,000 per incident or related incidents.</div> <div>11.8 <i>What we will not be liable for.</i> We will not be liable for any loss or damage that:<div><div>(a) results from your act, omission, negligence or default;</div><div>(b) is not a natural and direct result of our act, omission, negligence or default or that of our employees or agents (including any loss or damage which was not foreseeable to both of us when this agreement was entered into);</div><div>(c) is economic loss or damage (including loss of profits, business, income, goodwill or other financial loss);</div><div>(d) results from any claim whatsoever unless Written Notice of such claim is provided to us within 3 months of the respective cause of action arising.</div></div></div> <div>This Condition 11 will remain in full force and effect despite any breach of this agreement by us and will continue to apply even if you end this agreement as a result of our breach.</div> <div>12. What Else Should You Know?</div> <div>12.1 <i>Legal compliance.</i> Both of us will comply with all Legal Rules that apply to the Service, the Waste or any Container. We may change this agreement or the Service as we consider suitable (acting reasonably) to comply with any change in interpretation of Legal Rules or with any new Legal Rules.</div> <div>12.2 <i>Effecting changes.</i> Both of us agree to make such written changes to this agreement and to sign a new Waste Transfer Note to take effect of any changes taking place under this agreement.</div> <div>12.3 <i>Ineffective terms or conditions.</i> If a court or other competent body decides that any part of this agreement (including any exclusion, restriction or limitation of liability) is invalid or ineffective, then the rest of the agreement will not be affected. If as a result of any decision we then become liable for loss or damage that we would not otherwise have been liable for then that loss or damage will be subject to all unaffected parts of this agreement (including all unaffected exclusions, restrictions or limitations).</div> <div>12.4 <i>Governing law.</i> The laws of England and Wales will apply to this agreement. Any legal proceedings in connection with this agreement must be brought within the United Kingdom.</div> <div>12.5 <i>Waiver.</i> If we do not insist on any right under this agreement we may still insist on that right at a later date.</div> <div>12.6 <i>Assignment.</i> We may assign or transfer any of our rights or responsibilities under this agreement at any time. You may not assign or transfer any of your rights or responsibilities under this agreement without our prior written consent.</div> <div>12.7 <i>Sub-contracting.</i> We may subcontract our performance of the Service (or any part of it).</div> <div>12.8 <i>Contracts (Rights of Third Parties) Act 1999.</i> This act will not apply to this agreement.</div> <div>12.9 <i>Telephone calls.</i> We may record or monitor telephone calls made between us or any other person.</div> <div>12.10 <i>Signing this agreement.</i> We are entitled to assume that the person signing this agreement on your behalf is duly authorised to bind you legally to your responsibilities, obligations and liabilities under it.</div> <div>12.11 <i>Data protection.</i> The information you provide to us will be processed by us and may be shared with the Environment Agency and other organisations as we feel appropriate under Legal Rules.</div> <div>13. Additional Services</div> <div>13.1 <i>Container Protection Charge.</i> At your option you may pay the Container Protection Charge. This is an extra service and does not form part of the Service. If you pay the Container Protection Charge we agree to waive any claim we may have against you for loss or damage to a Container (the 'Container Liability') which we could otherwise claim under Condition 8.8. This waiver will not apply to any loss or damage to a Container resulting from your negligence, wilful damage or other breach of this agreement.</div> <div>13.2 <i>The Container Charge.</i> may be invoiced as a separate part of each invoice for the Service but will in any event be subject to the same payment terms.</div> <div>13.3 <i>The Container Protection Charge may be involved as a separate part of each invoice for the Service but will in any event be subject to the same payment terms.</i></div> <div>13.4 <i>Failure to pay.</i> For any period where payment of the Container Protection Charge is due but remains unpaid we will not waive the Container Liability.</div> <div>13.5 <i>Stopping this extra service.</i> Either of us may stop this service at anytime by Written Notice, in which case such Written Notice will:<div><div>(a) take effect from midnight on the last day of the Billing Period in which the Written Notice is received (and you will remain liable to pay the respective charge(s) for that Billing Period);</div><div>(b) not entitle either of us to end this agreement generally or the supply of the Service;</div><div>(c) from the time when the Written Notice takes effect, we will no longer waive the Container Liability.</div></div></div> <div>13.6 <i>Increases to the charge.</i> We may increase the Container Protection Charge at any time. We will try to give you reasonable Written Notice of any such change, normally at least 1 month.</div> <div>Additional Charge means the charge for each kilogram above the Agreed Weight as set out in Part 5.</div> <div>Additional Lifts means the charge for each collection outside or in addition to the Collection Frequency as set out in Part 5.</div> <div>Agreed Weight means the estimate of the weight of Waste in each Container set out in Part 5 as may be revised from time to time under these conditions.</div> <div>Annual Charges means the total Charges made by us for the Services from 1st January to 31st December in the year in which the termination occurs including the Charges that in our reasonable opinion would have been made in the remainder of that year but for the termination.</div> <div>Billing Period means monthly in arrears, monthly in advance or quarterly in advance as applicable.</div> <div>Charge means together the Collection Charge, Disposal Charge, Rental Charge, Additional Lifts, Additional Charge, Delivery Charge, E.P.A. Charge, Container Protection Charge, Hazardous Waste Consignment Note Charge, Hazardous Waste Registration Charge and Sunday/Bank Holiday Charge or any one or more of them.</div> <div>Charges will be interpreted accordingly.</div> <div>Collection Charge means the charge to be made for the collection of a Container per collection as set out in Part 5.</div> <div>Collection Frequency means the frequency of collection per Container set out in Part 5 as may be changed from time to time under these conditions.</div> <div>Container means each and every waste container, compactor, bailer, bag or equipment provided by us (or on our behalf) for the compaction, bailing, storage, transport, pre-treatment or disposal of the Waste.</div> <div>Container Delivery Date means the date so described in Part 5.</div> <div>Container Protection Charge means the amount per Container set out in Part 5.</div> <div>Credit Application means any credit application form signed by you at any time entitling us to make enquiries of credit reference agencies or the like.</div> <div>Customer Service Location means the premises set out in Part 2.</div> <div>Delivery Charge means the amount so described in Part 5.</div> <div>Disposal Charge means the amount so described in Part 5. The Disposal Charge will be adjusted in kilogram steps in proportion to the actual weight of the Waste.</div> <div>Disposal Site means the site, as may be changed from time to time under these conditions, set out in Part D of the Waste Transfer Note.</div> <div>E.P.A. Charge means an amount payable by you for our administration of the Waste Transfer Note set out in Part 5.</div> <div>Hazardous Waste means the waste or material set out as such under Legal Rules that we specifically give you Written Notice we will accept which may change from time to time (we will try to give you reasonable notice of any such change, normally at least 1 month).</div> <div>Hazardous Waste Consignment Note means the written record accompanying the Waste (which must be kept for a minimum of three years) describing what the Waste is and who produced it, carried it and disposed of it.</div> <div>Hazardous Waste Consignment Note Charge means an amount payable by you for our administration of the Hazardous Waste Consignment Note set out in Part 5.</div> <div>Hazardous Waste Registration Charge means the amount per notification per annum set out in Part 5.</div> <div>Initial Term means the minimum period of Service set out in Part 3 which will always be a minimum of 1 year and where there is any inconsistency between Part 3 and these terms and conditions these terms and conditions will prevail.</div> <div>Legal Rules means any UK or European legislation, provision of common law or requirement of any authorisation, licence, consent, permit, code of practice, rule or guidance note.</div> <div>On Demand means the respective collection will be carried out within two Working Days of the request being received by us, not including the day of request.</div> <div>Rental Charge means the amount per calendar day so described in Part 5.</div> <div>Service means the:<div><div>• provision of each Container at the Customer Service Location; and</div><div>• collection, transport and disposal of the Waste from each Container; and</div><div>• provision of each Waste Transfer Note (and each Hazardous Waste Consignment Note where appropriate) and its administration.</div></div></div> <div>Sunday/Bank Holiday Charge means the additional charge made for a collection on a statutory bank holiday or a Sunday.</div> <div>Vehicle means each vehicle used by us or on our behalf to perform any part of the Service.</div> <div>Waste Transfer Note means the document, as may be replaced from time to time, signed by us both to comply with the Duty of Care (as defined under S.34 of the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Regulations 1991).</div> <div>Waste means the waste described by you in any Waste Transfer Note as may be replaced from time to time under these conditions.</div> <div>Working Day means a day on which the banks are generally open for banking business in London.</div> <div>Written Notice means a written notice in line with Condition 6.</div> <div>Also in this agreement<div><div>• Part together with a number or a letter means that Part overleaf</div><div>• condition together with a number means that condition here with that number</div><div>• the interpretation of any examples given will not be restricted in any way to the listed example(s).</div></div></div>
