VEOLIA

SERVICE AGREEMENT AND WASTE TRANSFER NOTE

This is a legally binding agreement and is exclusive to Veolia ES (UK) Ltd

CUSTOMER INVOICE INFORMATION

Company Name: ("the Customer") [redacted]

Address: [redacted]

Invoicing Contac [redacted]

Telephone: [redacted]

CUSTOMER SITE INFORMATION

Company Name: Tap & Spile

Address ("the Premises") [redacted]

Service Contact: [redacted]

Telephone: [redacted]

Customer Description: Waste Producer☑ Other☐ (Please specify)

Nature of business/type of process from which the waste is produced [redacted]

Waste Hierarchy declaration - I confirm that I have fulfilled my duty to apply the waste hierarchy as required by Regulation 12 of the Waste (England and Wales) Regulations 2011 (in the case of England and Wales) or Section 34, subsection 2A of the Environmental Protection Act 1990 (as inserted by Regulation 2(4) (b) of the Waste (Scotland) Regulations 2011) (in the case of Scotland).

{{Int1_es_:signer1:initials}}

PRE-TREATMENT DECLARATION

Schedule 10 Paragraph 5(1)(c) of the Environmental Permitting (England & Wales) Regulations 2010 and or Regulation 12 (1) of the Landfill (Scotland) Regulations 2003 (as appropriate) requires that all waste must be pre-treated before it can be landfilled. Pre-treatment is defined as: physical, thermal, chemical or biological processes (including sorting) that change the characteristics of the waste in order to reduce its volume or hazardous nature facilitate its handling or enhance recovery.

Section 1

Do you recycle or treat any of your waste?
Yes ☑ Please complete Section 2 No ☐ Veolia Environmental Services will process our waste through a compliant facility (where available).

Section 2 (Only complete this section if you have answered Yes in Section 1)

Which items of waste generated on site are currently recycled or recovered?
Please tick appropriate box:

Paper	☐	Compostable	☐	Card	☐	Food	☐	Wood	☐
Metal	☐	Glass	☐	*WEEE	☐	Plastic	☐	Other	☑

(*Waste electrical and electronic equipment)

Please state any other waste streams. These can be services provided by Veolia or another company.
general waste

Please indicate the percentage of the total volume recycled:

less than 5%	☐	5% to 25%	☑	25% to 50%	☐	50% to 75%	☐	More than 75%	☐

Pre-Treatment Declaration and Waster Transfer Note must be completed by the customer and submitted to Veolia Environmental Services on an annual basis.

This document will act as pre-treatment declaration and waste transfer note and is valid until September 30, 2022

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SERVICE AND WASTE TRANSFER NOTE DETAILS ("THE SERVICE")

Service: Tap & Spile

Container Type: Euro

Size: 360ltr

Service Frequency: Fortnightly

Number of container lifts per visit:

Load weight of each container not to exceed 40kg

EWC Code: 200301

Description of Waste ("the Waste"): General waste

Rebate: No

Rebate Conditons:

Charges:-

Service Charge:

Wasted Journey:

Removal Charge:

Duty of Care Administration Charge:

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PRINCIPAL TERMS

1. Agreement

It is hereby agreed that Veolia ES (UK) Limited (hereby defined as "the Company" - and this shall include any of its fellow subsidiaries or associate companies as may participate in the performance of the Agreement) will, from the Service Commencement Date, exclusively (i.e. to the exclusion of other waste/recycling companies) undertake the waste services referred to within this Agreement on behalf of the Customer (as defined in the Agreement) and in accordance with the Company's Conditions of Service for Waste printed on the reverse and the following terms and conditions:

2. Contract Period

2.1 This Agreement shall come into force on the Date of Contract (as set out in the signature box below) and shall remain in force, subject to earlier termination as provided in clause 8 of the Conditions of Service for Waste, until the end of the Initial Period (as defined below) effective from the Service Commencement Date and shall automatically renew and remain in force for successive 12 month periods (the Renewal Period) thereafter unless either party shall give notice of termination by written notice to the other at least ninety (90) days prior to the expiration of the Initial Period or any Renewal Period.

2.2 Subject to clause 2.3 if the Customer terminates the Agreement before the end of either the Initial Period or any Renewal Period then the Customer agrees to pay the Company as liquidated damages a sum equal to the following amount (plus any VAT that may be applicable):

2.2.1 in the case where the Customer has received services during the last two months a sum equal to the average monthly charge (calculated over those two months) multiplied by the number of full months between
(i) the receipt by the Company of the written termination notice and
(ii) the end of that Renewal Period or the Initial Period (as the case may be).

2.2.2 in the case where the Customer has not received Services during the last two months a sum equal to the Charge in the latest month in which services where received multiplied by the number of full months between
(i) the receipt by the Company of the written termination notice and
(ii) the end of that Renewal Period or the Initial Period (as the case may be).

2.3 If the Customers notice to terminate has only been served during the final 90 days of either the Initial Period or Renewal Period then the "end of that Renewal Period" (as referred to in clauses 2.2.1 and 2.2.2 above) shall mean the end of the next Renewal Period because the Agreement will already have 'rolled over' for a further 12 months.

2.4 If the Customer terminates the Agreement between the Date of Contract and Service Commencement Date then the Customer agrees to pay the Company as liquidated damages a sum equal to the monthly Charges which would have been payable for the Initial Period (plus any VAT that may be applicable).

3. Adjustment of Charges

Should the load weight of the container exceed the weight highlighted within the service schedule. Veolia ES (UK) Limited reserve the right to make a charge for the additional treatment cost incurred.

Service Commencement Date: (Week Commencing) [redacted]
Initial Period of: 12 months effective from [redacted] ("the Initial Period")
Special Instructions/Notes:

Veolia ES (UK) Limited is defined as "The Carrier" Registered Waste Carrier No. CBDU95537 Issued by the Environment Agency

I hereby certify that:

- All the information in this Service Agreement, Waste Transfer Note and Risk Assessment is correct and agreed
- I have read and accepted the Principal Terms above and also the Conditions of Service for Waste overleaf
- I am duly authorised to sign this agreement
- This agreement is subject to the approval of any required credit application and of Veolia ES (UK) Limited

Signed {{Sig1_es_:signer1:signature}}	Signed: *Neil Starbuck*
Print Full Name: {{*DLFullname_es_: signer1}}	Print Name:Neil Starbuck
Position: {{Title1_es_:signer1:title}}	Position: Area Sales Executive
as authorised signatory on behalf of: [redacted]	as authorised signatory on behalf of Veolia ES (UK) Limited
Date of Contract:{{Date1_es_:signer1:date:format(date, "dd/mm/yyyy")}}	Service Agreement Number: SA-438563

CONDITIONS OF SERVICE FOR WASTE

1. The Contracted Service

1.1 The Company will visit the Premises and provide the Service in accordance with these terms and conditions (the "Conditions") and the Service Agreement and Waste Transfer Note (including the Principal Terms) overleaf (together with the Conditions called the "Agreement") from the Service Commencement Date and thereafter throughout the Contract Period.

1.2 The "Service" shall mean the collection, transportation and/or disposal of waste materials for the Customer.

1.3 The Company shall deal promptly with queries from the Customer or problems relating to the Services and use reasonable endeavors promptly to correct or procure the correction of any failure to perform the Services in accordance with this Agreement.

2. Alterations Not Permitted

2.1 This Agreement forms the whole of the terms of the contract between the Company and the Customer and no variation to it may be made unless expressed in writing and signed by an authorised officer of the Company and the Customer.

2.2 The Company's employees or agents are not authorised to make any representations concerning the Service unless confirmed by an authorised officer of the Company in writing. In entering into this Agreement the Customer acknowledges that it does not rely on and waives any claims for breach of any representations which are not so confirmed.

3. Charges Payment and Suspension

3.1 The "Charge" is the price to be paid to the Company for the Service and comprises the Service Charge and other charges set out on Service Agreement and Waste Transfer Note (excluding VAT) together with any other payments that are due from the Customer. For the avoidance of doubt the total tonnage of waste collected by the company shall be calculated using the company's own weighbridge.

3.2 Where any taxable supply for VAT purposes is made under these Conditions by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of Services at the same time as payment is due for the supply of the Services.

3.3 The Company will invoice the Customer for the Services set out in the Service Agreement and Waste Transfer Note monthly (and may send any such invoices to the Customer electronically). The Customer shall pay each invoice within thirty (30) days of the date of the invoice. The Company reserves the right to charge interest on all sums that remain unpaid after the due date, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, at the rate of 8% (or whichever rate shall apply at the time) over the current Bank of England Base rate, together with the late payment charges as set out in the Act, until payment is made.

3.4 Where necessary, the Company reserves the right to increase the charge of any item referred to in this Agreement on giving prior written notice to the Customer.

3.5 Upon providing notice in accordance with clause 2.1 of the Principal Terms overleaf the Customer shall promptly pay to the Company a charge of £50.00 in respect of the collection of each container by the Company.

3.6 The Charge is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay the Company at the prevailing rate at the date of invoice.

3.7 Subject to clause 3.4 and 7.5 the Charge is inclusive of any applicable landfill tax.

3.8 In the event of the Customer failing to pay the Charge within thirty (30) days of the date of invoice or being in default of its obligations under this Agreement the Company may at its discretion rely on its common law remedies and/or, upon immediate written notice to the Customer, suspend the performance of the Company's obligations under this Agreement until all the arrears of the Charge have been paid and/or any other Customer default has been rectified, provided that such suspension shall not amount to a termination of this Agreement nor entitle the Customer to terminate this Agreement.

3.9 Notwithstanding the terms of clause 3.8 above non payment of the Charge may lead to termination of this Agreement in accordance with the terms of clause 8.

4. Visit Schedule

4.1 If unforeseen circumstances arise the Company reserves the right to change the visit days to meet operational requirements which where possible will be notified to the Customer in advance.

4.2 If through operational difficulties caused by unforeseen circumstances the Company is not able to visit the Premises on the scheduled day the Company reserves the right to re-schedule the visit to the earliest possible opportunity without liability to the Company.

5. Safety

5.1 The Customer shall be wholly responsible for the safety of all persons at the Premises (including the employees and agents of the Company).

5.2 The Customer shall bear all risks in connection with the siting, loading and use of all equipment provided by the Company in connection with the Service (the "Equipment").

5.3 The Customer must comply with the following in relation to packaging the Waste:

5.3.1 The Customer is responsible for packaging the Waste and placing it correctly in the Equipment ready for collection by the Company;

5.3.2 The Customer shall allow the Company (which shall include any of its employees, agents, servants and sub-contractors) such access to the Premises in order that the Company is fully able to provide the Service in accordance with this Agreement.

5.3.3 All Equipment shall be loaded safely and evenly and no sharp or hot materials are to be placed in any plastic Equipment or into other Equipment likely to be damaged thereby;

5.3.4 The Customer shall not overload the Equipment and shall comply with any weight limits that the Company may impose from time to time.

5.3.5 Unless otherwise agreed, no Equipment shall be placed on the highway nor shall the Equipment be placed on any premises owned or occupied by a third party in such a way as to cause a trespass;

5.3.6 No rubbish shall be burned in any Equipment or any fire started or permitted therein by the Customer or any other person;

5.3.7 All methods of packaging shall comply with appropriate legislation.

5.4 The Customer must notify the Company in advance of any particular requirement of the Customer relating to health and safety at work and of any hazards, risks or dangers that may arise as a result of the Company or its employees undertaking the Service.

6. Responsibility for Equipment

6.1 All Equipment provided by the Company shall remain the property of the Company.

6.2 The Customer shall be responsible for:

6.2.1 any loss, theft or damage caused to the Equipment whilst it is at the Premises (or elsewhere) and is not in the care or control of the Company including all charges in connection with the provision by the Company of any replacement Equipment; and

6.2.2 maintaining a suitable and safe means of access to and egress from the Equipment at the Premises for the Company's vehicles and employees or agents;

6.2.3 effecting adequate insurance cover for the Equipment for its full replacement value against the risk of loss or damage.

7 The Waste

7.1 The Customer undertakes that the Waste placed in the Equipment for collection by the Company (the "Waste") shall accord with the description in the schedule.

7.2 The Customer undertakes to conform with all duties applicable to it under all or any law, statutory guidance, circular, code, standard or resolution of any regulatory body, court or agency in respect of the Waste to the extent that they have legal effect or are enforceable at any time in the past, present or future including but not limited to the duties laid down in the Environmental Protection Act 1990 and the Environment Act 1995.

7.3 In the event that the Customer has not placed any Waste within the Equipment or the waste does not conform with the requirements set out in this Agreement ("Additional Waste"), the Company shall have the following rights, any of which may be exercised at its sole discretions, (a) to increase the price payable for processing such waste (b) to recover from the Customer all additional costs and expenses of processing such waste incurred by the Company (c) to refuse to accept such waste and require the Customer to remove such waste at its own cost.

7.4 Property in the Waste shall pass to the Company on collection but the Customer shall remain liable at all times for any damage caused by the Waste as a result of the Customer's breach of this Agreement or the Customer's negligence.

7.5 The Service will not be performed if in the reasonable opinion of the operative collecting the Waste on behalf of the Company, the Waste has been left in a poor condition or not properly sealed or has otherwise not been packaged in accordance with this Agreement or if the operative deems that the Waste may place any person, vehicle or property at risk, at which time the operative shall advise the Customer, where possible, of the reason for non-collection. The Customer shall, notwithstanding the provisions of this clause, still be responsible for the Charge.

7.6 If the Customer fails to comply with any provisions in this Agreement which causes any wasted journey having been commenced by the Company (where the Company has as a result of the Customer's failure, been unable to provide the Service) the Company reserves the right to charge the Wasted Journey sum stated on the Service Agreement and Waste Transfer Note.

8. Termination and Damages

8.1 Either party shall have the right to terminate this contract forthwith if the other is in material default of any obligation in this contract and such breach has not been remedied within 30 days after receipt of a written notice from the non-defaulting party giving full particulars of the breach and notifying the defaulting party of the non-defaulting party's intention to exercise its right to terminate.

8.2 Either party shall have the right to terminate this contract for failure to pay any sum due and such failure has not been remedied within 10 days after receipt of a written notice from the non-defaulting party giving full particulars of the failure and notifying the defaulting party of the non-defaulting party's intention to exercise its right to terminate.

8.3 Either party shall have the right to terminate this Contract forthwith if the other party becomes insolvent or the other party (i) suspends or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (ii) being a company makes an arrangement, composition or commences negotiations with any of its creditors with a view of rescheduling any of its debts (iii) the Company reasonably believes that the Customer is in financial difficulties (iv) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986 (v) a liquidator, a receiver or an administrative receiver or administrator is appointed for any insolvency process (vi) a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the party other than for the purposes of amalgamation or reconstruction.

8.4 The Company shall have the right to terminate this agreement, for whatever reason, on giving the Customer 30 days prior written notice.

9. Liability

9.1 Nothing in this Agreement shall limit or exclude the Company's liability for death, personal injury, fraud or anything else that cannot be limited or excluded by law.

9.2 The Company's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, under indemnity, or otherwise, arising out of or in connection with this Agreement shall be limited to a sum equal to 100% of the Charges. 9.3 Neither party shall be liable to the other whether in contract tort (including negligence), under indemnity or otherwise, for any special or consequential loss or damage arising out of or in connection with this Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

9.4 Notwithstanding any other provision of this Agreement:

9.4.1 the Company shall not be liable to the Customer for any damage caused to the Premises by the Company's vehicles and equipment arising out of or in connection with inadequate construction of the Premises for the weight or type of vehicles and equipment used by the Company in providing the Service; and

9.4.2 the Company shall not be liable to the Customer, or be deemed to be in breach of this Agreement, by reason of any delay in performing, or any failure to perform, any of the Company's obligations under this Agreement, if any delay or failure was due to any cause beyond the Company's reasonable control.

10. Miscellaneous Provisions

10.1 Except as expressly provided in this Agreement all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

10.3 Any notice required to be given by the Customer under this Agreement must be:

10.3.1 in writing on the Customer's own letter head and signed by the Customer; and

10.3.2 served on the Company by the Customer itself. For the avoidance of doubt, the Customer shall not be permitted to appoint any 3rd party agent or similar to serve notices on its behalf (including but not limited to any notice of termination pursuant to clause 2 of the Principle Terms of the Service Agreement and Waste Transfer Note) and shall not be deemed served unless proof of receipt by an authorised officer is produced.

10.4 No term or provision of this Agreement shall be considered as waived by a party unless a waiver is given in writing by that party.

10.5 Terms defined on the Service Agreement and Duty of Care Waste Transfer Note shall have the same meaning in these terms and conditions.

10.6 Any reference to any law, regulation or order shall include any re-enactment, amendment or modification thereto.

10.7 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

10.8 The Company shall be entitled to assign this Agreement to another party (including its own group companies) but the Customer shall be prohibited from assigning this Agreement to any other party without the prior written consent of the Company.

10.9 The Customer undertakes to the Company to keep confidential the existence of this Agreement and any information in relation to this Agreement. The information which the Customer provides to the Company may be used by the Company for direct marketing purposes and to let the Customer know about other products and services offered by the Company. If the Customer does not wish to receive such information, then the Customer should write to the Marketing Department at the Company's Head Office.

10.10 This Agreement shall be governed by the laws of England and the courts of England and Wales shall have exclusive jurisdiction.