Avon Material Supplies Limited

Terms and Conditions for Waste Collection

1. Definitions

1.1 "Company" means Avon Material Supplies Limited (company no. 02808339) with its registered office at Unit 26-28 Thorne Way, Woolsbridge Industrial Estate, Three Legged Cross, Wimborne, Dorset, BH21 6FBand includes the Group Companies;

1.2 "Contract" means the contract entered into between the Company and the Customer based on these conditions for the provision of Services by the Company to the Customer;

1.3 "Customer" means the company or person that who wishes to have Waste collected by the Company for depositing at the Site;

1.4 "Environmental Laws" means all directives, statutes, ordinances, byelaws, regulations and codes of practice for the protection of the environment or the regulation or control of environmental hazards or pollution having the force of law in England and Wales;

1.5 "Equipment" means equipment, tools, skips, containers, plant or goods that have been supplied by the Company to the Customer to enable the Customer to deposit Waste;

1.6 "Group Companies" means Avon Material Supplies Limited (company no. 02808339), Avon Material Supplies (Holdings) Limited (company no. 08179185), Avon Material Supplies (Transport) Limited (company no. 07659774), and Avon Material Supplies (Plant Hire) Limited (company no. 03830153);

1.7 "Hazardous Waste" means any Waste with one or more hazardous properties that are hazardous to health or the environment as defined under Environmental Laws or as determined by governmental authority in England and Wales from time to time;

1.8 "Restricted Material" means any Waste shown or described in the notice given or made available to the Customer at the commencement of the Contract (including notices displayed at the Company's offices or shown on its website) and which includes without limitation fridges and freezers, tyres, paint cans both full and empty, televisions and monitors, asbestos and asbestos-containing materials, clinical/medical waste, fluorescent tubes, solvents, liquids of any description, oil whether loose or in containers, batteries, plasterboard, hazardous or toxic material, gas cylinders together with all other Waste that the Company may from time to

time determine should come within the category of Restricted Material;

1.9 "Services" means the supply by the Company of facilities for the collection by the Company of Waste from a location specified by the Customer to the Site;

1.10 "Site" means the site or location owned or operated by the Company from time to time at Waste collected by the Company is to be disposed of;

1.11 "Vehicle" means the vehicle deployed by the Company in order to collect the Waste from the Customer;

1.12 "Waste" means any substance or object which the holder discards or intends or is required to discard including but not limited to household waste, industrial waste, clinical waste, Hazardous Waste and Restricted Material.

2. Basis of the Contract

2.1 The Contract between the Company and the Customer shall come into effect only upon the Company having accepted in writing an order from the Customer or an acknowledgement by the Customer of the Company's quotation or estimate provided that in the absence of such written acceptance the Contract based solely upon these conditions and excluding any alternative, amended or different terms and conditions presented by the Customer shall come into effect upon delivery of the Equipment to the Customer or the arrival of the Vehicle at the location specified by the Customer from which the Waste is to be collected.

2.2 Any quotation or estimate given by the Company is an indication given in good faith and shall not become binding unless confirmed by the Company in writing.

2.3 All prices quoted are based on information available at the date of quotation, and the Company reserves the right to vary prices at any time without notice prior to accepting an order from the Customer.

2.4 The Contract made between the Company and the Customer for the provision of Services by the Company shall incorporate and be subject to these conditions. No variation to these conditions shall be binding unless agreed in writing between an authorised representative of the Company and the Customer prior to the date of the Contract.

2.5 Nothing in the Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection or other legislation shall, to that extent only, be deemed excluded from the Contract and shall have no force or effect.

3. Warranties and undertakings given by Customer

3.1 Where the Customer has been supplied with Equipment in order to facilitate the collection of Waste by the Company, the Customer warrants that:

3.1.1 it shall take reasonable care of the Equipment and only use it for its proper purpose in a safe and correct manner and shall notify the Company immediately after any loss and/or damage to the Equipment;

3.1.2 it shall take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;

3.1.3 where the Equipment is to be used at one location only, it shall notify the Company of any change of the location of the Equipment;

3.1.4 it shall permit the Company at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated;

3.1.5 it shall keep the Equipment at all times in its possession and control and shall not remove the Equipment from the United Kingdom without the prior written consent of the Company;

3.1.6 it shall not continue to use the Equipment where it has been damaged and shall notify the Company immediately if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person;

3.1.7 no fire or other burning of the contents of the Equipment shall occur;

3.1.8 Hazardous Waste and/or Restricted Material (including without limitation corrosive or noxious substances, acids, liquid cement or concrete) shall not be deposited in the Equipment unless otherwise agreed by the Company in writing, and where the Company has given such agreement, the Customer shall ensure that the Hazardous Waste and/or Restricted Material are deposited and secured in the Equipment in strict accordance with the Company's instructions;

3.1.9 it shall be solely responsible for ensuring that Waste deposited in the Equipment is as described by the Customer at the commencement of the Contract and that Hazardous Waste or Restricted Material that the Company has agreed may be deposited in the Equipment is not mixed with non-hazardous Waste;

3.1.10 if the Equipment is returned in a damaged, unclean and/or defective state (fair wear and tear only excepted), the Customer shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the

Equipment to a condition fit for re-use,;

3.1.11 it shall pay to the Company the replacement cost on a new for old basis of Equipment which is lost, stolen and/or damaged beyond economic repair while in the possession of the Customer less the amount paid to the Company under any policy of insurance. The Customer shall further pay to the Company hire charges at its current rate for the Equipment until the Company has been paid the amount representing the replacement cost of the Equipment.

3.2 The Customer further warrants that the location specified by it and from which the Waste is to be collected is capable of being accessed by a heavy goods vehicle without undue difficulty and without causing damage to the Vehicle, to any Equipment which has been delivered to the Customer for the collection of the Waste, to the Customer's own property or to the property owned or in the possession of any third party (including without limitation damage to kerbs, grass verges, pavements and roadways, and drainage apparatus).

3.3 The Company (which expression in this context shall include the person engaged by the Company to collect Equipment into which the Customer has deposited Waste) reserves the right to refuse to collect Equipment into Waste that is not as described by the Customer at the commencement of the Contract has been deposited, and the Customer shall be liable for any cost incurred by the Company in separating out Waste that should not have been so deposited, and hire charges shall continue to be payable until the Company is satisfied that the Equipment and the Waste can be removed safely and securely.

3.4 Notwithstanding any other provision in the Contract, the Customer undertakes to comply strictly with all notices published by the Company from time to time (including notices displayed at the Company's offices or shown on its website) regarding the use of the Equipment by the Customer including without limitation the type and nature of the waste that can be deposited in the Equipment.

3.5 The Customer undertakes that it shall comply at all times with all Environmental Laws that apply to the depositing and disposal of waste and shall be solely responsible for ensuring that any waste material deposited in the Equipment is done so in full accord with Environmental Laws.

4. Indemnities given by Customer

4.1 The Customer shall indemnify the Company in respect of all losses suffered by the Company as a consequence of:

4.2 it requiring the Company or its subcontractors to use Vehicles to deliver or collect the Equipment to an off-road location and damage is caused to the Vehicle, to the Equipment, to any of its own property or to the property of any third party, including without limitation damage to kerbs, grass verges, pavements and roadways, and drainage apparatus unless the damage is caused by the wilful negligence or recklessness of the driver of such Vehicle;

4.3 damage to or loss of the Equipment while in the possession of the Customer which shall include damage howsoever caused but excepting only fair wear and tear;

4.4 all claims for injuries to persons or damage to property arising out of use of the Equipment supplied by the Company, save only in the case of death or injury to any person caused through the negligence of the Company;

4.5 any breach of the Contract (including without limitation any breach of these conditions or the provisions set out in Clause 3) by the Customer.

5. Limitation of liability of the Company

5.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

5.2 If the Company is found to be liable in respect of any loss or damage to the Customer's property, the extent of its liability will be limited to the reasonable cost of repairs or, at the option of the Company, the cost of replacing the property so damaged.

5.3 The Company shall have no liability to the Customer if any monies due to the Company by the Customer under the Contract have not been paid in full by the due date for payment.

5.4 The Customer shall give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Customer incurs any costs and/or expenses in remedying in the matter itself. If the Customer fails or omits to do this, the Company shall have no liability to the Customer.

5.5 The Company shall have no liability to the Customer to the extent that the Customer or the loss incurred by the Customer is covered by any policy of insurance, and the Customer shall ensure that its insurers waive any and all rights of subrogation they may have against the Company.

5.6 The Company shall have no liability to the Customer for any consequential losses (including loss of profits and /or damage to goodwill), economic and /or other similar losses, special damages and indirect losses or for business interruption, loss

of business or loss of opportunity.

5.7 The Company will use its reasonable endeavours to ensure the Equipment arrives and/or Waste is collected at the times given by the Company. Any times so given are approximate only, and the Company shall not be liable for any delay to those times howsoever caused. Times given by the Company and/or agreed with the Customer shall not be of the essence unless previously agreed in writing by the Company.

5.8 The Company shall not in any event be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Contract if the delay or failure is due to any cause beyond the Company's reasonable control.

5.9 Nothing in the Contract shall exclude or limit the liability of the Company for death or personal injury due to its negligence or any other liability which it is not permitted to exclude or limit as a matter of law.

5.10 Where the collection of Waste or the provision of Equipment is deemed to be a consumer transaction (as defined by the Consumer Transactions Restrictions on Statements Order 1976), the statutory rights of the Customer are not affected by these conditions.

6. Price and payment

6.1 The price quoted by the Company is exclusive of VAT and any other taxes and the cost of delivery and any other matters all of which may be charged in addition. In the event of any variation to the order placed by the Customer, the Company shall be entitled to adjust the price to reflect the costs involved and to adjust dates and times as appropriate.

6.2 Payment by the Customer shall be in advance save only where the Company has agreed with the Customer in writing that payment shall be on credit terms. Unless such terms, agreed as aforesaid, state differently, payment shall be made within 30 days of the date of the Company's invoice.

6.3 Any payment made by the Customer in respect of the collection of Waste shall be deemed conclusive proof of the Company's entitlement to payment in full for the relevant invoice, and this shall be treated by the Customer as an admission accordingly.

6.4 Time for payment by the Customer shall be of the essence of the Contract.

6.5 The Company shall be entitled to charge the Customer interest on all amounts that remain unpaid beyond the due date at the rate (and including costs) prescribed by

the Late Payment of Commercials Debts (Interest) Act 1998.

6.6 If there is any evidence that the Customer is insolvent, then without prejudice to any other rights or remedies of the Company, the Company shall be entitled to:

6.6.1 terminate the Contract and/or suspend any further collection of Waste from the Customer;

6.6.2 charge the Customer interest (both before and after judgment) on the amount unpaid at the rate (and including costs) prescribed by the Late Payment of Commercials Debts (Interest) Act 1998.

6.7 In the event that the Company issues legal proceedings for the recovery of any monies due to it, the Customer hereby agrees to indemnify the Company in respect of all legal costs incurred by the Company including costs incurred with its solicitors on a solicitor and own client basis.

7. Suspension and termination by notice

7.1 The Company may suspend the Contract at any time without prior notice to the Customer.

7.2 The Customer may terminate the Contract at any time upon giving the Company thirty days' written notice of termination.

7.3 The Company may terminate the Contract at any time by giving written notice of termination to the Customer.

7.4 Upon termination howsoever arising:

7.4.1 all monies owed by the Customer to the Company shall immediately become due and payable;

7.4.2 the Customer shall immediately return Equipment to the Company or make the Equipment available for collection by the Company.

7.5 Any recovery of Equipment shall not affect the Company's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any prior breach.

8. Default

8.1 If the Customer:

8.1.1 fails to make any payment to the Company when due;

8.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

8.1.3 persistently breaches the terms of the Contract;

8.1.4 provides incomplete, materially inaccurate or misleading facts and/or

information in connection with the Contract;

8.1.5 pledges, charges or creates any form of security over any Equipment supplied by the Company;

8.1.6 ceases or threatens to cease to carry on business or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings or, being an individual, has a bankruptcy petition presented against him, or, being a company, has a winding up order made against it, has a receiver, administrator or administrative receiver appointed over all or any of its assets, has an attachment order made against it, or any distress, execution or other legal process is levied on any of its property;

8.1.7 appears reasonably to the Company to be about to suffer any of the above events,

then the Company shall have the right without prejudice to any other remedies to exercise any or all of the rights set out in Clause 8.2 below.

8.2 If any of the events set out in Clauses 8.1 occur in relation to the Customer then:

8.2.1 the Company may enter without prior notice any premises of the Customer (or premises of third parties with their consent) where Equipment is located and recover the Equipment;

8.2.2 the Company may withhold further performance of the Contract;

8.2.3 the Company may suspend the Contract without liability to the Customer, provided that the Company at its absolute discretion may lift such suspension whereupon the Contract will continue in accordance with its terms but subject to such modifications thereto as the Company may reasonably require in order to prevent any further cause for suspension or for termination of the Contract;

8.2.4 the Company may cancel or terminate the Contract the Contract and/or any other contract with the Customer without liability to the Customer.

9. Risk and title to Equipment

9.1 Risk in the Equipment will pass immediately to the Customer when the Equipment leaves the physical possession or control of the Company or its agent.

9.2 Risk in the Equipment will not pass back to the Company from the Customer until the Equipment is back in the physical possession of the Company or its agent.

9.3 Title in the Equipment remains at all times with the Company. The Customer has no right, title or interest in the Equipment except that it is supplied to the Customer in accordance with the Contract.

9.4 The Customer must not deal with the title or any interest in the Equipment, including without limitation the sale, assignment, mortgaging, pledging, charging, securing, hiring, exercising a lien over and/or lending of the Equipment.

9.5 The Company may provide insurance in respect of the Equipment at additional cost to the Customer. Alternatively, the Company may require the Customer to insure the Equipment on such reasonable terms and for such responsible risk as the Company may specify. In the event that the Customer for any reason makes a claim on such insurance in respect of the Equipment, the proceeds of the claim shall be held by the Customer in trust for the Company and be paid to the Company on demand. The Customer must not compromise any claim in respect of the Equipment and/or any associated insurance without the written consent of the Company.

10. General

10.1 If any term or provision in these conditions shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these conditions, but the validity and enforceability of the remainder of these conditions shall not be affected.

10.2 The waiver by or failure of the Company to perform or require the performance of any of these conditions shall not be construed as a waiver of the Company's rights to future performance of such conditions, and the Customer's obligations in respect of future performance shall continue in full force and effect.

10.3 The Contract shall be governed by the laws of England and Wales, and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

10.4 In any legal proceedings between the Company and the Customer, the certificate of a duly authorised representative of the Company as to date of delivery of the Equipment and the date of its collection and/or the collection of Waste shall be conclusive evidence of the facts stated therein.