Avon Material Supplies Limited

Terms and Conditions for Disposal of Waste

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 6FB and 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 to whom the Company has agreed to provide Services including the depositing of Waste 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 or the disposal of Waste having the force of law in England and Wales;

1.5 "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);

1.6 "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;

1.7 "Permit" means the document supplied by Company to the Customer (which must have on it a signature of an authorised representative of the Company in order to be valid) upon presentation of which to an authorised representative of the Company the Customer shall be permitted to deposit Waste at the Site subject to the terms of the Contract;

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 to the Customer of facilities for the depositing of Waste at the Site including where agreed to by the Company the collection on behalf of the Customer of any Waste from any location outside the Site;

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

1.11 "Vehicle" means any vehicle used by the Customer or by any sub-contractor or agent of the Customer for the purpose of carrying Waste and/or entering the Site for the depositing of Waste;

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 entry of a Vehicle to the Site.

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 The Customer warrants that:

3.1.1 all Vehicles (whether belonging to the Customer, hired from a third party or used by a sub-contractor or agent of the Customer) are in a sound and roadworthy condition before entering the Site, are fully and properly insured and are correctly taxed;

3.1.2 all operatives (whether employed by the Customer or hired or used by the Customer as sub-contractors or agents) are legally permitted to drive or use Vehicles that are to enter the Site and have been properly trained in the operation of the Vehicles and any equipment located thereon for the purpose of loading or unloading Waste;

3.1.3 it has all permissions, licences and permits required under Environmental Laws to allow it to deposit or dispose of Waste;

3.1.4 where the Customer is required to complete a waste transfer note prior to depositing Waste at the Site, the contents of the note and the description of the Waste on the note are complete and accurate in all material respects;

3.1.5 the relevant Permit must be carried on the Vehicle whenever such Vehicle seeks to enter the Site, and the Permit shall be displayed as required by the Company and presented to an authorised person of the Company for verification on request;

3.1.6 the Waste to be deposited at the Site by the Customer (including any Waste that is to be collected by the Company on behalf of the Customer) does not contain any Hazardous Waste or Restricted Material 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 disposed of in strict accordance with the Company's instructions;

3.1.7 where Waste is to be collected by the Company as part of the Services, 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 Company's 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).

3.2 The Customer undertakes that:

3.2.1 the Waste to be deposited at the Site does not contain Hazardous Waste or Restricted Material provided that where the Customer wishes to dispose of Hazardous Waste or Waste containing Restricted Material, it shall describe same in the fullest and most accurate manner possible in a written submission to the Company to enable the Company to determine whether the Waste in question can be accepted and how it can be disposed of in a manner that is fully compliant with all Environmental Laws;

3.2.2 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 by it is done so in full accord with Environmental Laws; and

3.2.3 it shall comply (and shall ensure that its employees, sub-contractors and agents comply) with the rules relating to access to and use of the Site, with directions and instructions given by the Company's Site operatives and with the conditions of waste acceptance that are presented to the occupants of Vehicles as they enter the Site and which are displayed clearly at the Site and on the Company's website. It shall be no defence that the Customer was not aware of the contents of the rules and conditions of waste acceptance as in any event such conditions will have been brought to the notice of the Customer through its employees, sub-contractors or agents who will have been made aware of them prior to entering the Site.

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 the Customer or its employees, subcontractors or agents having deposited at the Site or elsewhere Waste in breach of the Contract or in breach of any Environmental Laws or any other law or regulation covering the disposal of waste products of any description;

4.3 all claims for injuries to persons or damage to property arising out of the conveyance of Waste to the Site or the depositing of Waste at the Site, save only in

the case of death or injury to any person caused through the negligence of the Company;

4.4 any breach of the Contract (including without limitation any breach of these conditions or the warranties given by the Customer 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 or Vehicles, 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 or Vehicle so damaged.

5.3 The Company shall have no liability to the Customer if any monies due by the Customer 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 Site is open for the disposal of Waste during the opening times published by the Company from time to time, but the Company shall not be liable if for any reason the Site is not open or is closed during such opening times.

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 provision by the Company of the Services 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.

6.2 Payment for the disposal of Waste shall be in advance of depositing same (which may be at the point of arrival of the relevant Vehicle at the Site) 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 disposal 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 access by the Customer to the Site;

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 seven (7) 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.

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 (including without limitation the contents of any Waste deposited or to be deposited at the Site);

8.1.5 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;

8.1.6 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 inclusive occur in relation to the Customer, then (and without the need to give notice to the Customer):

8.2.1 the Company may withhold further performance of the Contract; and

8.2.2 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 termination of the Contract;

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

9. Effects of termination or suspension

9.1 All monies owed by the Customer to the Company shall immediately become due and payable.

9.2 All Permits issued to the Customer shall be revoked with immediate effect and must be surrendered to an authorised person of the Company upon request. The Customer shall no longer be allowed access to the Site on the terms set out in the Contract save that the Customer may at the Company's absolute discretion be permitted to dispose of Waste at the Site in accordance with the conditions applicable from time to time to the occasional disposal of Waste (and set out in summary form in the conditions of waste acceptance) and subject to payment in advance prior to entry to the Site being allowed.

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.