COLLARD GROUP MATERIALS & WASTE MANAGEMENT SERVICES TERMS & CONDITIONS

1.0 GENERAL

1.1 These conditions apply to all agreements for waste management services and the supply of soil, aggregates and ready mixed concrete by Collard Environmental Ltd or R Collard Ltd (Collard) and supersede any previous terms and conditions. No additions or modifications to, or terms inconsistent with these conditions shall be binding upon Collard unless specifically agreed in writing by Collard.

1.2 Collard may require a credit application from the customer and in processing the credit application, the customer consents that Collard may make enquiries of credit reference agencies or other sources, who may keep a record of Collard enquiry and that Collard may use any information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing.

1.3 The rights and obligations of the customer under this agreement shall be personal and shall not be assignable without the express consent of Collard.

1.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

2.0 PAYMENT TERMS

2.1 The charge will be calculated as stated on the quotation, price list or order confirmation. The amounts stated are exclusive of VAT and the customer shall pay all sums due in respect of VAT in accordance with the invoice for the service. Collard will ensure that each invoice for the service contains adequate details of the VAT charged.

2.2 For account customers, all payments shall be due and payable within 30 days of the date of invoice. All payments made by the customer under this agreement shall be made in full without any set-off or counter-claim whatever and the time of payment shall be of the essence of this agreement.

2.3 Any sums which are not paid by the due date shall thereafter attract interest on a daily basis at a rate of 4% per annum above the base lending rate for the time being of Bank of England. Without prejudice to Collard other rights in respect thereof, if the customer defaults in payment by the due date of any amount invoiced for the service, Collard shall be entitled to withhold further performance of this agreement until all arrears have been discharged by the customer.

2.4 The customer agrees that Collard records will be proof of the service provided.

3.0 PRICE

Collard shall have the right to increase the charge at any time to take account of any variation in Collard's costs including (but not limited to) variation in wages, administration costs, cost of materials and equipment, fuel costs, taxes, duties and cost of compliance with relevant legislation. Collard shall endeavour to give the customer not less than one weeks' notice of any variation of the charge under this clause but notwithstanding this, the customer shall be liable to pay any increase from the date specified in the notice.

4.0 AGGREGATES, SOIL & READY MIX CONCRETE DELIVERIES

4.1 The customer must provide safe and adequate access to the point of discharge of the goods or services, including adequate manoeuvring space for the delivery vehicle and ensuring the Collards's employees and/or agents are safe on the customer's site. Failure to comply shall entitle Collard to refuse to make delivery or collection and to charge the customer for any costs and/or losses incurred.

4.2 The customer shall indemnify Collard and its employees, drivers and agents against any damage or injury caused by the acts and/or omissions of the customer, its employees, subcontractors or agents while the delivery vehicle is present on or accessing the customer's site, or while the company is collecting the goods from the company's site.

4.3 On any delivery (howsoever effected), the customer must (i) satisfy itself as to the condition of the goods; (ii) allow unhindered delivery of the goods; (iii) sign the delivery note; (iv) sign any record produced by the Collard or its drivers in respect of any delay after the arrival of the goods at the customer's site, including standing time, or other records.

4.4 Where the customer fails to comply with any of the conditions contained in these terms and conditions, or Collard is unable to deliver the goods on time because of the customer's default then (i) the goods will be deemed to have been delivered; and (ii) Collard may store the goods until delivery whereupon the customer will be liable for all related costs and expenses (including without limitation storage and insurance).

4.5 Any time, period or date specified by the Collard for delivery of the goods is an estimate only. Collard shall not be liable for any damages or losses arising out of failure to meet such time, period or date.

5.0 MATERIAL QUALITY & GUARANTEE

5.1 If the customer can establish to the reasonable satisfaction of Collard that the materials are not in accordance with the quality or specification contained in the contract then, Collard, shall at its sole discretion, supply to the purchaser additional materials in the same quantity as the defective or non-compliant materials and which in all respects are in accordance with the contract or will refund all or part (as appropriate) of the price of the relevant materials.

5.2 The guarantee is subject to the following limitations:

5.2.1 The guarantee shall not apply unless the purchaser notifies the company in writing of the alleged defect or failure immediately and in any event within 48 hours of delivery.

5.2.2 Collard will accept no responsibility for faults in or failure of the materials due to the incorrect placing adopted by the customer, or the effects of frost, heat or inclement weather.

5.2.3 Collard will accept no responsibility if the defect or failure in respect of the materials results from incorrect specification.

5.2.4 If onsite testing or analysis is required for materials purchased, the purchaser is encouraged to advise the company when placing the order and undertake this testing on delivery and not place the material until they have received the compliant test results back, as the company will accept no liability for any labour and plant costs or any other damages associated with replacing materials onsite.

6.0 WASTE MANEGEMENT DELIVERY ACCESS, UNLOADING AND COLLECTIONS

6.1 The customer shall provide suitable access to the site, a suitable area for siting hired equipment and suitable facilities for turning the vehicle round.

6.2 The driver of the vehicle may in his absolute discretion refuse delivery or collection if he believes that access to the site or turning facilities are unsafe or likely to cause damage to the vehicle or if there is any reason to believe that the proposed area for siting the equipment is unsuitable. In this case, wasted journey costs will be charged.

6.3 The customer shall be responsible for the safety of any person (including the employees and agents of Collard) whilst on or about the site.

6.4 The customer shall at all times allow Collard, its employees or agents access to the equipment to empty or replace it and on the termination to remove it from the site.

6.5 Hirers ordering vehicles off the public highway do so entirely at their own risk.

6.6 If the customer requests that the equipment is be placed in a position which requires the vehicle to leave the public highway, the customer shall indemnify and hold Collard harmless against any loss, costs, claims, damages or expenses that Collard may thereby incur whether as a result of damage to the vehicle, the equipment, the property of the customer or a third party including damage to the road margin or pavements. The customer shall maintain insurance cover in respect of this indemnity and shall at the request of Collard provide a copy of the insurance policy as proof of maintaining such

cover.

7.0 EQUIPMENT HIRE

7.1 The customer will conform to any statutory enactments and regulations and bye-laws and regulations of local or other statutory authorities which apply to the equipment.

7.2 Risk of any loss or damage to the equipment shall pass to and remain with the customer from the time when the equipment first arrives at the site, except where the loss or damage arises from the negligence or wilful default of Collard, its employees, agents or subcontractors. The skip hirer is responsible for the lighting of a skip on a public highway and placement of the cones.

7.3 All waste deposited in the equipment shall become the property of Collard from the time when Collard empties or replaces the equipment PROVIDED THAT this clause shall not absolve the customer from any liability or responsibility in relation to the waste.

7.4 The customer shall not:

7.4.1 overload or overfill the equipment; or
7.4.2 set fire to the contents of the equipment; or
7.4.3 interfere with the mechanism of the equipment; or
7.4.4 add or attach to the equipment any painting, sign, writing, lettering or advertising.

7.5 It is an offence to overload hired equipment or to set fire to materials in the equipment. Any damage caused to skips will be charged to the hirer, the minimum charge will be £100.

7.6 All equipment provided shall remain the property of Collard and the customer will have no rights to the equipment. The equipment must only be used by the customer and must be kept at the site. The customer shall have no right of lien over the equipment.

7.7 The customer has agreed that the equipment is suitable to contain and transport the waste in the quantities specified. Collard relies on the customer's advice as to the quantity and weight of waste involved in the provision of the service.

7.8 During the agreement, the customer shall make good to Collard all loss of or damage to the equipment (fair wear and tear excepted).

8.0 WASTE COLLECTION & DISPOSAL

8.1 The customer and Collard shall each sign a new Transfer Note.

8.2 Collard will be entitled to refuse to deal with any material:

8.2.1 which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous; or

8.2.2 the handling of which may cause Collard to incur civil or criminal liability; or

8.2.3 which it has reason to believe is or may be a special waste; or

8.2.4 the disposal of which might involve Collard in additional expense or an unreasonable amount of extra work.

8.3 Collard will use all reasonable endeavours to satisfy itself that any disposal site at which the customer's waste is disposed of is operated in accordance with statutory requirements where such disposal site is not operated by Collard. However, Collard accepts no liability whatsoever for any third party's failure so to operate.

9.0 CANCELLATION & REFUND POLICY

9.1 We reserve the right to cancel the contract between us if:

9.1.1 we cannot obtain the authorisation of payment for the goods you have ordered;
9.1.2 we have insufficient stock to deliver the goods you have ordered;
9.1.3 we do not deliver to your area;

9.1.4 what you ordered was listed at an incorrect price due to a typographical error or an obvious error in pricing.

9.2 No charges will be applied to customer cancellations with more than 24 hours' notice, provided no costs have been incurred. Cancellations received within 24 hours of delivery, may incur a £95 charge. All refunds will be processed within 5 working days.

10.0 PERFORMANCE DATES AND FORCE MAJEURE

10.1 Without prejudice Collard shall have no liability for any delay or default in the provision of the service caused directly or indirectly by breakdown or unavailability of equipment or vehicles, inability to obtain labour or any other causes beyond Collard reasonable control.

11.0 AMENDMENTS

Collard reserves the right to amend this agreement as it considers necessary to comply with statutory requirements from time to time or any change in legislation governing the collection, transport and disposal of waste and will notify any such amendment to the customer as soon as practicable.

12.0 LIMITATION OF LIABILITY

12.1 Nothing in these conditions shall limit or exclude the liability of Collard for death or personal injury resulting from the negligence of Collard, its employees or agents or for fraudulent misrepresentation.

12.2 The maximum aggregate liability of Collard arising out of condition.

12.3 In the event of defective goods, Collard's total liability is limited to the value of materials, goods or services sold.

13.0 GOVERNING LAW

13.1 This agreement shall be governed by and construed in accordance with the Laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

13.2 Any reference to any Act of Parliament Regulation or order shall include any re-enactment, amendment, replacement or modification thereof.

14.0 FOREBEARANCE

No time indulgence or relaxation on the part of Collard shown or granted in respect of any of the provisions of this agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of Collard under this agreement or operate as or be a waiver of any breach by the customer of the terms of this agreement.

DEFINITIONS

In these conditions the following words and expressions shall have the following meanings:
"Charge" means the total amount payable for the service in respect of the collection charge, daily rental and delivery charge.

"Collard" means Collard Group Ltd, Collard Environmental Ltd, R Collard Ltd or any of their trading divisions.

"Charge per tonne" means the amount per tonne of waste collected in any lift.

"Customer" means the person or company whose order for the goods is accepted by the company in accordance with these conditions.

“Disposal Site” means the site or sites, further particulars of which are set out on the ticket.
“Equipment” means each and every item of waste disposal equipment hired out by CEL to the customer, including containers.

“Relevant Legislation” means any statute, the requirements of any government department, local authority or other public or competent authority and guidelines contained in government papers and codes of practice issued by the government for the industry and which are relevant to the parties’ obligations under this agreement.

“Service” means the provision of equipment and a Transfer Note (or any other document required for the lawful storage, collection, transportation and disposal of waste), collection of waste, transport of waste, disposal of waste or any part thereof as agreed between CEL and the customer.

“Special Waste” means a special waste as defined in the Special Waste Regulations 1996.
“Transfer Note” means the current controlled waste descriptions and transfer note completed by the customer and CEL pursuant to the provisions of the Environmental Protection Act 1990 and regulations made there under which relates to the waste covered by this agreement.

“Vehicle” means each and every vehicle owned or operated by Collard, its agents or sub-contractors which visits any Collection Site to deliver, empty, replace or remove Equipment.

“Waste” means the waste, further particulars of which are set out on the ticket or in any current Transfer Note applicable to this agreement.

“Working Day” means a day (excluding Saturday and days where local holidays do not coincide with public/bank holidays) on which banks in London are open for general business.