

CONTROLLED SERVICES TERMS AND CONDITIONS OF TRADING

1. Definitions and Interpretations

For the purpose of the Contract except where expressly stated to the contrary, the following words shall have the following meanings

"the Company" means WRE Group trading as Controlled Services (Company No 06176443) and includes the company's successors and assignees

"the Customer" means the person(s) firm or Company in the Contract and includes the Customer's legal personal representatives, successors and permitted assignees

"the Contract" means any and all contracts of sale (whether written or oral) entered into between the Company and the Customer

"the Contract Price" means all the sum(s) to be paid by the Customer to the Company under the Invoice, Contract or Quotation Agreement Form

"the Company's Materials" means all materials, plant machinery equipment and any other items supplied by the Company

"Scope" means the description of the activities to be performed in accordance with the Contract and any modification thereof may from time to time be provided or approved in writing by the Company and the Customer

"the Services" means the execution of the Scope in accordance with the Contract including but not limited to the provision by the Customer of all the necessary resources such as personnel goods material plant and equipment

"the Site" means the place or places where the Services are to be performed

2. Designated Representatives

(a) The Company may by written notice to the Customer appoint a Company Representative who shall have the authority to act on the behalf of the Company on such matters in connection with the Contract as shall be specified in such notice. The Company may by further written notices to the Customer revoke or amend the authority of the Company Representative or appoint a new Company Representative.

(b) The Customer may by written notice to the Company appoint a Company Representative who shall have authority to act on behalf of the Customer on such matters connected with the Contract as shall be specified in such notice.

3. Assignment and Sub-Contracting

(a) The Customer shall not assign the Contract in whole or in part or any benefit of interest therein without prior written consent of the Company.

(b) The Company may assign or otherwise transfer the Contract in whole or in part or any benefit of interest therein to any party by written notice to the Customer.

4. Termination

(a) Either party may terminate the whole or any part of the Contract forthwith if

i) written notice has been given to the other party of a substantial or persistent breach of stating the period during which such breach is to be rectified and the defaulting party has failed to satisfactorily remedy such breach with the stated period or

ii) the other party

a) becomes bankrupt or insolvent or

b) makes or attempts to enter into any arrangement or composition with its creditors or

c) agrees to carry out the Contract under a committee of inspection of its creditors or

d) issues a notice called a meeting to pass a resolution for its winding up or

e) is wound up by an Order of the Contract or

f) has a provisional liquidator receiver administrative receiver manager or administrator appointed.

(b) If the Customer terminates the Contract the Customer shall be liable (without prejudice to any other rights of the Company) for any additional cost over and above the Contract price incurred by the Company in completing the Services.

The Company may deduct such additional costs from amounts (if any) as are due to the Customer or otherwise recover such costs as a debt due from the Customer.

5. Payment

(a) Unless otherwise specified in the Invoice or Quotation Acceptance Form, the payment of the Contract Price shall be made within thirty days of the date shown on the Company's relevant invoice. The Company reserves the right to charge interest at the rate of 2.6% per month on all amounts unpaid from thirty days after the date shown on the invoice to the payment date. The Company reserve the right to cease servicing of goods if the customer has any unpaid amounts on their account.

(b) The Customer shall pay to the Company any UK value added tax and landfill tax properly chargeable in respect of the goods provided

(c) The Customer shall, unless otherwise specified in the Contract, make payments in pounds sterling

(d) The payment terms for Controlled Service are specified in the Invoice, Quotation Acceptance Form and Contract Document unless otherwise agreed in writing.

(e) The Company reserves the right to recover any legal and administration costs incurred in pursuing outstanding monies.

6. Company's Materials

(a) Title to the property in the Company's Materials shall remain with the Company at all times.

(b) Notwithstanding the above the Customer shall be responsible for any loss or damage to the Company's Materials whilst in the Customer's care custody and control.

(c) The customer shall return the Company's Materials in good condition fair wear and tear excepted.

(d) The Company's Materials made available to the Customer shall be identified in the Customer's records and clearly marked as the property of Controlled Services.

7. Indemnity

(a) The Customer shall be liable for and shall indemnify and defend the Company from all losses, costs, damages and expenses of every kind arising out of any claim in respect of injury or sickness or death of any person or any loss or damage to any property arising out of the Contract and shall at its own cost as the Company's request defend the Company in any proceedings involving the same except that the Company shall be liable for and shall indemnify and defend the Customer from all losses, costs, damages and expenses of every kind arising out of any claim to the extent that the said injury, sickness disease, death loss or damage is caused or contributed to by the negligence of the Company.

(b) The Customer shall be liable for and shall indemnify and defend the Company from all losses, costs, damages of every kind arising out of any claims in respect of any infringement or alleged infringement of any patent copyright or other intellectual property right arising by reason of the use or embodiment in the Services of any articles supplied by the Customer or which arise out of connection with the Customer's obligation under the Contract except that this indemnity shall not apply in respect of any infringement arising as a result of the correct use by the Customer or any articles or a design supplied by the Company.

8. Insurance

(a) The Customer shall effect and maintain and shall require its sub-contractors to effect and maintain throughout the continuance of the Contract insurance policies with insurers under forms of policies satisfactory to the Company. Such policies shall contain a waiver of subordination rights in favour of the Company which reflect the provisions of Clause 7. The Customer shall bear any and all excesses inducible or franchises incorporated therein.

The insurance policies referred to in Clause 8 (a) are:

i) insurance in accordance with workmen's compensation and occupation disease laws and employers' liability insurance for an amount of not less than five million pounds per occurrence arising from one event which shall comply with all applicable laws. Such insurance shall cover all employees of the Customer engaged in the performance of the Customer's obligations under the Contract and shall contain all indemnity to principals clause

ii) general third party insurance with a combined bodily injury and property damage limit of not less than two million pounds or such as may be specified by the Company per occurrence of series arising from one event and such insurance claim shall contain an indemnity to principals clause

9. Intellectual Property

(a) All patents copyright and other intellectual property rights in all documents (including but not limited to) drawings, working notes and books, transparencies, prints, photographs, negatives, tapes, disks, software information or other items created or supplied by the Company to the Customer shall remain in the ownership of the Company. All originals and copies thereof shall be delivered to the Company on completion of the Services or earlier upon receipt of the Company's written notice to the Customer and the Customer shall be required to certify that none are retained in its possession.

(b) All patents copyrights and other intellectual property rights relating to the Services shall vest in the Company and the Customer waives in favour of the Company all rights therein.

10. Liens

The Customer shall protect and hold all property of the Company free from liens charges and other encumbrances.

11. Laws Regulations and Bye-laws

The Customer shall observe and comply with all statutes and regulations together with any Bye-laws and regulations of local authorities applicable to the Services at the date of the Contract.

The Customer shall observe any rules of the Company applicable to the Site of the Company.

12. Publicity

(a) The Customer shall obtain written approval from the Company prior to taking photographs or making publicity releases or announcements regarding either the Contract or activities of the Customer relating to its participation in the Contract.

13. Waiver

The Contract shall not be waived in whole or part except when agreed by both parties in writing

14. Notices

All notices shall be given in writing and shall be delivered by hand or sent by facsimile or recordable delivery post to the address of the relevant party as stated therein or by any substantially notified address. Any notice sent by facsimile shall be deemed to have been served at the time of transmission. A notice sent by post shall be deemed to have been served two days after posting.

15. Governing Law

The Contract shall be governed by and construed in accordance with English law in respect of any dispute under or arising out of the Contract the Customer hereby agrees to submit to the jurisdiction of the English Court.

16. Entirety

The Contract and these terms and condition comprise the entire Agreement between the parties to the exclusion of all other terms and conditions and prior of collateral agreement, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Contract on the basis of any representation. Furthermore the parties shall not be bound or be liable for any statement, representation, promise, inducement or understanding of any kind of nature so set forth in the Contract and these terms and condition and no amendment to the Contract other than variations to the Scope shall be binding on either party unless in writing and signed by an authorised representative of each party.

17. Landfill Tax

The Company will charge Landfill Tax at the appropriate rate as directed by HM Customs & Excise. Value Added Tax will be charged on Landfill Tax element of the services provided. The Company reserves the right to either show Landfill Tax as a separate item or include the tax element in the Contract Price. The decision as to which rate is applicable will be made by the Company. The Company reserves the right to include in its Contract Price a charge for administration of Landfill Tax.

APPENDIX

These Conditions are supplemental to the General Conditions of Contract of the Company a copy of which is available on application to the Company.

The Customer undertakes and agrees with the Company as follows:

1. To provide full details of the quantity and composition of the waste the subject of the Contract (the Specification)
2. To supply consignment notes with the required number of copies thereof and where required by statute to serve copies of the Notices at the times laid down by statute on the Environmental Agency.
3. To notify the Company immediately of any change in the Specification as to the composition of the waste and its quantity and to provide full details thereof.
4. To grant access to the Customer's premises for the Representative of the Company for purposes of analysis and measurement.
5. Within twenty-four hours notice to that effect to collect waste not in accordance with the Specification from the premises of the Company.
6. To ensure the equipment provided by the Company is properly used by trained personnel and to be responsible for loss or damage to the Company's equipment whilst on the Company's premises.
7. To ensure that all necessary licences are obtained and that in all respects the statutory provisions for control of pollution and treatment of waste are strongly adhered to.
8. To observe at all times and comply with the safety and operating procedures of the Company.
9. To classify and label containers in accordance with the statutory rules and regulations and in accordance with the requirements of the Company.
10. To remain solely responsible for the activities of any agent acting for the Company in the collection or delivery of waste.
11. To ensure that trained drivers and personnel only are used in connection with the delivery or collection of waste.
12. To maintain adequate public liability insurance to meet all claims and liabilities and claims by third parties resulting directly or indirectly from the Company.
13. To be entirely responsible for the safety of persons including employees and agents of the Company whilst they are on the Company's premises.
14. To bear all risks in connection with the siting and use of equipment and to be responsible for any failure to comply with the terms and conditions of trading.
15. To indemnify the Company against all costs and claims arising from any loss damage personal injury or loss of life resulting from matters which are under the Customer's control.
16. Where the hire of skips or containers by the Customers from the Company is involved in the Contract, to observe and perform the separate rules and regulations pertaining to the hire of skip and container as set out by the Company.
17. The Customer indemnifies the Company against all loss actions claims demands proceedings (whether criminal or civil) costs legal expenses (on a full indemnity basis) insurance premiums and costs damages or other sanctions whenever arising directly or indirectly from the Customer's failure or alleged failure to carry out its duties under this Agreement or any reason of any loss injury or damage suffered by any person from the use of equipment supplied by the Company to the Customer save in respect of death or personal injury arising out of the negligence of the Company.

The Company and the Customer both agree

1. Upon any of the terms of the Contract being altered as to quantity composition collection or in any other particular the Company will be entitled to charge therefore on a time basis.
2. The weight or volume of any load measured at the weighbridge of the Company will be taken to conclusively determine the amount of the load so measured.
3. The Customer will not accept any claims for delays howsoever arising.
4. The Company reserves the right to cancel or the Contract due to factors beyond its control.
5. The Company reserves the right to pass on to the Customer any direct and or administrative costs relating to the introduction of any Law Regulation or Law amendment thereof which is beyond the con