

CLEANSING SERVICE GROUP LIMITED – STANDARD TERMS AND CONDITIONS OF SALE

PART I

GENERAL

1. Reference to “the Company” means Cleansing Service Group Limited and its subsidiaries, Cleansing Service Group (Wilton) Limited, Lanstar Limited and Mitchell Parker White Limited.
2. Reference to “the Agreement” means any contract or signed quotation between the Company and the Customer for the Services to be carried out by the Company, incorporating these Terms and Conditions.
3. Reference to “the Services” means any service provided by the Company in accordance with a quotation accepted by the Customer or other instructions from the Customer to provide services.
4. Reference to “the Customer” means any person(s), firm, limited liability partnership, company or its agents who enters into the Agreement with the Company
5. Subject to any variation under condition 7, the Agreement will be on these Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document.
6. No terms or conditions endorsed upon, delivered with or contained in the Customer’s purchase order, confirmation of order, specification or other document will form part of the Agreement simply as a result of such document being referred to in this Agreement.
7. These Terms and Conditions apply to the provision of the Services and any variation to these Terms and Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by the Company.
8. Each order for Services placed by the Customer with the Company shall be deemed to be an offer by the Customer to purchase Services subject to these Terms and Conditions.
9. The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.
10. Neither the Company nor the Customer shall have any liability:-
 - (a) For any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power, state of emergency, industrial disputes or force majeure or any eventuality beyond the parties’ control.
 - (b) Directly or indirectly caused by or contributed to by or arising from:-
 - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
11. The Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the supply of the Services, nor will any delay entitle the Customer to terminate or rescind the Agreement unless such delay exceeds 30 days.
12. Reference to a statute or statutory provision includes a reference to it as from time to time amended, extended or re-enacted.

PART II

COMPANY’S OBLIGATIONS

13. Every Quotation shall have effect for the period of 30 days from the date of the quotation unless and until superseded by a subsequent Quotation or as otherwise provided in writing by the Company.
14. The Company shall use its best endeavours to carry out the Services as detailed in the Agreement. The Company’s operators are not authorised to accept any addition, alteration or variation to the Services. Units of measurement on which the Company’s prices are based are nominal only and the Company will not accept any liability for or make any refund in respect of any short measurement.
15. The Company shall indemnify the Customer against any loss of or damage to the Customer’s property for which the Company is responsible or any liability for death or personal injury resulting from the negligence of the Company, its servants or agents PROVIDED THAT the Company shall be under no liability whatsoever if in connection with a claim made by the Customer under this Clause, the Customer shall be in breach of any of its obligations under Part III below where such breach is a material and contributing cause of the loss, damage or liability giving rise to the claim.
16. Time shall not be of essence in respect of the Company’s performance pursuant to these terms and conditions.
17. The Company shall not be liable to the Customer for non-performance or delay or defective performance of it’s obligations herein to the extent that the same was caused by factors entirely beyond its control, including labour disputes whether or not involving either party’s employees.
18. The Company shall not incur any further obligations or liability in connection with the Services.
19. The Company may assign the Agreement or any part of it to any person, firm or company.

PART III

CUSTOMER’S OBLIGATIONS

20. The Customer agrees to the Services and shall pay to the Company:-
 - (i) The charges specified overleaf, or the charge in accordance with the current schedule of prices plus disposal charges, or where applicable the charges as agreed in the quotation or other formal agreement between the Company and the Customer.
 - (ii) Additional charges as defined in these Terms and Conditions, details of which can be obtained upon application to the Company.
 - (iii) Value added tax and/or other payments imposed by or pursuant to statute.
 - (iv) All charges on demand unless account facilities have been agreed with the Company prior to the commencement of the Services. Where account facilities have been agreed payment will be within the following terms:
Commercial customers – 30th day of the month following the month in which the invoice is dated.
All other customers – 20 days from date of invoice.
 - (v) Interest on all overdue accounts at a rate equivalent to 2% per annum above the minimum lending rate from time to time of HSBC Bank PLC. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
 - (vi) The Customer shall make all payments due under the Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
21. The Customer shall not cause the Company to remove, store, carry or dispose of:-
 - (i) Waste which contains substances to which the Hazardous Waste Regulations 2005 apply unless the removal is accompanied by a consignment note as defined under the aforementioned Regulations.
 - (ii) Explosive or dangerous materials or any articles or substances likely to cause injury or damage in the course of its removal, storage, carriage or disposal, unless this condition is specifically excluded by the prior written consent of the Company and signed by an officer of the Company.

If the Customer shall be in breach of this Clause the Customer shall indemnify the Company in respect of any loss or damage or any liability arising therefrom.
22. The Customer shall comply with all relevant legislation with regard to the waste that they produce, hold or want to have removed or processed.
23. The Customer shall provide at the site address adequate and appropriate access to facilitate the supply of the Services by the Company, its employees and sub-contractors (the provision of which normally requires the use of heavy goods vehicles) including, but not limited to, the supply of appropriate roadways free from overhanging branches. When access to the site reasonably requires the crossing of land which is not owned or occupied by the Customer, the Customer warrants that they have obtained the necessary consents for access at the times agreed for providing the Services. The Customer will indemnify the Company, its employees and sub-contractors from and against any claim for trespass or damage arising from the crossing of any such land.
 - (a) Provide at all times a convenient and unobstructed means of access suitable for use by the Company’s vehicles to carry out the Services.
 - (b) Obtain permission/s for the Company to enter onto property not belonging to the Customer to carry out the Services requested by the Customer, and shall indemnify and hold harmless the Company in respect of any actions arising therefrom other than as provided for in Clause 15 hereof.
 - (c) Pay additional charges arising from any unreasonable delay or interruption in the Services caused by the Customer its servants/agents and for any Services provided by the Company on any public, statutory or bank holiday, Saturday afternoon, Sunday or at any time outside of normal working hours.
24. Before the Company shall accept waste material for disposal the Customer shall provide to the Company, either an accurate written description (“Description”) of the waste or a sample of the waste at the sole discretion of the Company not less than seven (7) days before the date on which the Company is due to accept the waste for disposal at their facility (“Acceptance Date”) in order that the Company may treat, keep and dispose of the waste in an authorised and appropriate manner.
25. The Customer undertakes that the waste delivered to the Company’s premises shall accord with the description in each and every respect and the waste shall be packaged and labelled in accordance with all relevant legislation, rules and regulations. Containers of the waste shall be fit for the purpose and sufficiently durable to prevent harm and health or pollution of the environment and the Customer’s personnel shall be technically competent to handle the waste.
26. At the Company’s discretion the waste shall be delivered to the Company’s facility 24 hours prior to the Acceptance Date in order that the Company may test the waste for conformity with the description. The Customer warrants that the waste delivered to the Company shall be stable and shall conform to the description and/or the sample previously supplied and where the waste is contained in a number of drums or packages that each drum or package shall so conform. In the event that the waste does not conform to the description the Company has the right to :
 - a) Reject the waste in which case the Customer shall remove the waste from the Company’s facility, or
 - b) Treat the waste, in which case all extra costs and expenses greater than the payments due under the Quotation shall be borne by the Customer.

27. The Company shall not be liable to the Customer in any way whatsoever for the Customer's loss, damage, cost and expense however arising whether direct or indirect in connection with the Company's rejection of the waste. The Company shall verify the quantity of the waste when the waste is accepted at the Company's facility and in particular its weight of waste delivered.
28. The waste will be discharged at the Company's facility under supervision of the Company's personnel. All operations relating to the connection to reception tanks or mechanical handling shall be supervised by the Company's personnel and the Customer and its agents hereby agrees to comply with all operating procedures and safety arrangements existing at the Company's facility.
29. Where the Customer arranges for third parties to deliver the waste to the Company's facility the Customer shall remain fully responsible under the terms and conditions set out herein.
30. The Customer shall provide to the Company within 48 hours of the Services details of any complaint or damage caused. Should the Customer fail to notify the Company within the stated period the Company shall have no liability whatsoever.
31. Where the Services have been based upon information and/or samples supplied by the Customer, the Company reserves the right to terminate or renegotiate the Services and the Customer agrees to pay all costs incurred as a result of providing inaccurate information and/or samples.
32. Where defects are reported in drainage systems or other property for which the Customer is responsible, the Customer undertakes to effect the remedial works necessary to enable the Company to carry out or complete the Services and agrees that the Company shall have no liability for the condition of or the repair to the defects, or any incident arising from the Company being prevented from carrying out the whole or part of the Services as a consequence of the defects.
The customer agrees to pay and the Company reserves the right to charge for:-
 - (i) The quoted or agreed price for the full Services in respect of incomplete Services resulting from reported defects
Plus
 - (ii) The quoted or agreed price or such other additional charges as necessary to complete the Services.
33. The Customer shall take out and maintain any and all insurance as is necessary to cover its liability in respect of personal injury or death and in respect of injury or damage to property real or personal arising out of or in the course of or caused by the carrying out of its operations in connection with the waste.
34. In respect of a container/containers supplied by the Company (and in this connection the definition of a container shall include a skip, tank, vehicle, compactor or receptacle of any type), the Customer agrees:-
 - (a) To obtain where necessary permission from the Highway Authority in accordance with the Highways Act 1980, and will comply with Section 139(4)(a) and (d) thereof and/or any additional conditions imposed by any Highway Authority authorising containers to be placed on the highway. The Company will provide the Customer with instructions as to the use and positioning of warning lights and cones, with which the Customer agrees to comply
 - (b) Not to fill the container higher than level with its sides, and if the container is overloaded or loaded in an unsafe manner, to be responsible for making the container and its load safe for collection and transportation
 - (c) That no materials that may react so as to self ignite are deposited in the container and that no fires are to be lit in a container
 - (d) That a container is not to be moved by the Customer from the position of its deposit without the prior consent of the Company
 - (e) To indemnify and hold harmless the Company against all claims, demands or actions howsoever arising in respect of the container or its contents
 - (f) To reimburse the Company with any repair costs arising from damage caused to a container for whatever reason (fair wear and tear expected) during the period commencing from the delivery of a container to the Customer and its removal from the premises of the Customer by the Company
 - (g) To give the Company at least 24 hours notice that a container is ready for collection.
35. The Customer hereby agrees to indemnify the Company against each and every liability which the Company may incur to any person whatsoever and against all claims, demands, proceeds, damages and/or expenses occurred or payable by the Company to the extent that the same arise by reason or any act or omission by the Customer.
36. The Customer shall not be entitled to assign the Agreement or any part of it without the prior written consent of the Company.
37. **JURISDICTION**
All disputes arising out of or in connection with the Services shall be determined according to English Law and in the English Courts.
38. **PERIOD OF CONTRACT**
The period of the contract will be the term specified in the quotation provided by the Company.
39. **VARIATION**
The charges specified overleaf are based on existing costs of fuel, disposal, rates, wages, materials and other expenses payable by the Company and the frequency of the Services as detailed in the Agreement. If such costs vary as a result of changes in legislation or economic factors outside the control of the Company or frequency varies, the Company reserves the right to vary the charge immediately in accordance with such change. In all other cases, the Company may vary the charges by giving one calendar month's notice in writing to the Customer expiring on any day after the end of the first twelve month term of the Contract.