

**CONTROLLED WASTE DESCRIPTION, TRANSFER NOTE AND AGREEMENT**

This is a legal document

You are obliged to keep your copy of this document for at least 3 years from the Commencement Date



273319

SECTION 1 - THE CUSTOMER

Customer Name: UGO CYCLES LIMITED	Collection Site: UGO CYCLES LIMITED
Invoice Address: A6 CYCLE WAREHOUSE 752 - 754 STOCKPORT ROAD MANCHESTER	Address: A6 CYCLE WAREHOUSE 752 - 754 STOCKPORT ROAD MANCHESTER
Post Code: M12 4GD Tel: 07948130430 OR 0161 248	Post Code: M12 4GD Tel: 07948130430 OR 0161 248
Email: a6cyclewarehouse@yahoo.co.uk	Email: a6cyclewarehouse@yahoo.co.uk
Contact Name: WINSTON EVANS	Contact Name: WINSTON EVANS

We shall:

- Provide the Service in accordance with the standard conditions of supply ('Conditions') and any special conditions ('Special Conditions') below.
- Deliver the Equipment detailed in Section 2 to the Collection Site and collect Waste in the Equipment during the term of this Agreement.

THE CUSTOMER SHOULD NOTE THAT OUR RESPONSIBILITIES AND LIABILITIES ARE LIMITED IN CLAUSE 9 OF THE CONDITIONS**The Customer shall:**

- Other than as set out at clause 3.2 of the Conditions, pay us within 30 days of the date of the invoice. Delays in payment may result in interest being charged on a daily basis, suspension of the Service or termination of this Agreement.
- Ensure that the Equipment supplied by us and sited on the Customer's Collection Site is not improperly used, overloaded, overfilled or damaged and under no circumstances should it be sited on a public highway and that at all times it remains our property.
- Ensure that Waste supplied to us is in accordance with the description given in Section 2 and in the Transfer Note.
- Where an FEL, REL or Trade Waste (incl. bags) service is provided for recyclates then the customer shall also have a General Waste Service from us at that Collection Site.

IF THE CUSTOMER TERMINATES THE AGREEMENT OTHER THAN IN ACCORDANCE WITH CLAUSE 16.3 OF THE CONDITIONS. THE CUSTOMER WILL BE LIABLE TO PAY US DAMAGES OF 41% OF THE CHARGE CALCULATED IN ACCORDANCE WITH CLAUSE 16.4 OF THE CONDITIONS

SECTION 2 - WASTE SYSTEM & SECTION 3 - CONTROLLED WASTE DESCRIPTION AND TRANSFER NOTE

1.	EWC Code 200301	Waste Description sweepings up, packaging food & food scraps	Waste Type NON-HAZARDOUS
SERVICE DETAILS		PRICE DETAILS	
Container Type	240L WHEELIE BIN	Invoice Frequency	MONTHLY IN ADVANCE
Number of Containers	1	Charge per Lift	£ 6.60 Daily Rental £ 0.07
Scheduled Service Frequency (note A)	1 x FORTNIGHTLY	Delivery Charge	£ 0.00 Waste Transfer Note Compliance Charge (Note D) £ 1.55 per week
Assumed Weight	16 kg Invoice Type (Note B)	Charge per Tonne	£ N/A Wasted Journey Charge £ N/A

Note A If services aren't required in accordance with the Expected Frequency, we may apply charges in line with clause 3.6 of the Conditions

Note B Invoice Type 1 - Charge Per Lift (one price based on Assumed Weight)

Invoice Type 2 - Charge Per Lift + (Charge per Tonne x tonnage greater than Maximum Weight)

Invoice Type 4 - Charge Per Lift + the greater of (1) Minimum Weight x Charge per Tonne or (2) tonnage collected x Charge per Tonne

Note C Bags for general waste or DMR are charged on delivery and are supplied in multiples of 50

Note D Waste Transfer Note Compliance Charges shall not be applied to Dry Mixed Recyclate contracts provided at a Collection Site with a General Waste collection service

N.B. All charges are stated exclusive of V.A.T.

Please state the nature of your business (e.g. activity(ies) undertaken, goods or services provided):

SIC(2007) **47.19****CUSTOMER CERTIFICATION**

I warrant:
that the description(s) of the Waste (given at Section 2) is complete and accurate and undertake to notify us immediately if any of the details change.

I warrant:
that I have fulfilled my duty to apply the waste hierarchy as required by the revised European Waste Framework Directive.

DocuSigned by:

5C95985D0319415...

Name (print)
Winston EVANSDate
12/4/2021 | 15:57 BST

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Subject to the waste description and the waste system (at Section 2) remaining the same, this controlled waste description and transfer note shall apply for the 12 month period commencing on 12/04/2021. (or such other date, which shall not be later than the date of the first collection/transfer, as agreed between the parties).

Current Holder of the Waste ('Transferor')	Person Receiving the Waste ('Transferee')
(a) Name (if not the Customer)	BIFFA WASTE SERVICES LIMITED (Company Registration 946107 - A Company registered in England), Coronation Road, Cressex, High Wycombe, Buckinghamshire HP12 3TZ
(b) Are you the producer of the waste? If yes, please ignore questions (d) and (e)	As: Registered Waste Carrier and Broker
(c) Have you imported the waste?	Registration Number CBDU104360 (previously CB/WE5237GH) Issued by the Environment Agency, Thames Region
(d) Are you the holder of a License (WML), Permit or Env. Permit? If yes please state reference number and issuer:	In Northern Ireland As: Registered Waste Carrier Registration Number ROC UT 714 Issued by the NIEA
(e) Are you exempt from the requirement to have a License (WML), Permit or Env. Permit? If yes, give reason:	

If the waste transfer was arranged by a broker, please enter their name, address, registration number, issuing authority and expiry date

ALL SUBJECT TO OUR STANDARD CONDITIONS OF SUPPLY AND ANY SPECIAL CONDITIONS BELOW

Agreed by the Customer:	Agreed by us:
Authorised Signature(s)  <small>DocuSigned by: 5C95985D0319415...</small>	Authorised Signature 
Name (Please Print) Winston EVANS	Name (Please Print) Lindsey Buxton
Job Title Managing Director	Sales Ref ACT 273319
Date 12/4/2021 15:57 BST	12/04/21
I have read and accept the Terms & Conditions <input checked="" type="checkbox"/>	

SPECIAL CONDITIONS

None apply

STANDARD CONDITIONS OF SUPPLY

DEFINITIONS - In the Agreement and these Conditions the following words and expressions shall have the following meanings:

"us", "we", or "our"	means Biffa Waste Services Limited and any of its trading names and styles.
"Agreement"	means the Controlled Waste Description and Transfer Note and Agreement incorporating these conditions and reference to a Section shall be a reference to a Section of the Agreement.
"Assumed Weight"	means the assumed weight further particulars of which are set out in Section 2.
"Charge"	means the total amount payable for the Service in respect of the Collection Charge, Daily Rental, Delivery Charge, Waste Transfer Note Compliance Charge, and Wasted Journey Charge.
"Charge Per Lift"	means the amount per lift (or collection) of Waste set out in Section 2, as increased from time to time pursuant to Clause 4.
"Charge Per Tonne"	means the amount per tonne of Waste collected in any lift set out in Section 2, as increased from time to time pursuant to Clause 4.
"Collection Charge"	means, for invoice type 1, the Charge Per Lift and, for invoice types 2 to 4, the Charge Per Lift plus the Charge Per Tonne.
"Collection Site"	means the site or sites further particulars of which are set out in Section 1.
"Commencement Date"	means the date on which both parties sign this Agreement.
"Customer"	means the customer further particulars of which are set out in Section 1.
"Daily Rental"	means the daily amount set out in Section 2, as increased from time to time pursuant to Clause 4.
"Delivery Charge"	means the amount set out in Section 2.
"Equipment"	means each and every item of waste disposal equipment hired out by us to the Customer, including containers.
"Expected Frequency"	means the frequency stated in Section 2, being (in the case where the number of scheduled collections is not set out in Section 2) the Customer's and our expectation of the frequency at which it will require the collection of Waste.
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be exercised by a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstance and conditions.
"Hazardous Waste"	means Waste defined as hazardous in the revised Waste Framework Directive (2008/98/EC) and listed as being hazardous waste in the European Waste Catalogue (Commission Decision 2000/532/EC as amended and Commission Decision 2001/118/EC) as may be amended by Law.
"Initial Period"	means the period from the Commencement Date set out in the Special Conditions which if none is stated will be 12 months.
"Law"	any applicable legislation, EU regulation or directive having direct effect, provision of common law or the requirements of any government department, local authority or other public or competent authority, and guidelines contained in government waste management papers and codes of practice issued by the government for the waste disposal industry and which are relevant to the parties' obligations under this Agreement, in each case having the force of law and any change to it then in force. In this agreement a reference to a statute or statutory provision includes any subordinate legislation made under it, any repealed statute or statutory provision which it re-enacts (with or without modification), any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.
"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 and disposal of Waste or any part thereof as agreed between us and the Customer.
"Special Conditions"	means any special conditions detailed in the Agreement.
"Transfer Note"	means the current controlled waste description and transfer note completed by the Customer and us pursuant to the provisions of the Environmental Protection Act 1990 and regulations made thereunder which relates to the Waste covered by this Agreement.
"Transgression"	means any single breach of this Agreement, tort or other act default omission or statement of ours, our employee's agents or subcontractors in respect of which we are held liable to the Customer.
"Vehicle"	means each and every vehicle owned or operated by us, our 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 in Section 3 or in any current Transfer Note applicable to this Agreement.
"Waste Transfer Note Compliance Charge"	means the amount stated in Section 2 as a charge for the administration of Transfer Note(s) which may be made on a monthly or annual basis and may be increased from time to time pursuant to Clause 4 (and which may also be known as the EPA Charge or EA Charge).
"Wasted Journey"	means where we are unable to provide this service due to a breach by the Customer of any of its obligations in this Agreement or is otherwise unable to access the Equipment in order to provide the Service for reasons beyond its reasonable control.
"Wasted Journey Charge"	means the proportion stated in Section 2 (and if none is stated the proportion shall be 50%) of the Charge Per Lift which we may charge and the Customer shall pay in the event of a Wasted Journey.
"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.

1 GENERAL

- 1.1 These Conditions apply to all agreements for the supply of services by us and supersede any previous terms and conditions. No additions or modifications to or terms inconsistent with these Conditions shall be binding upon us unless detailed in the Special Conditions or specifically agreed in writing by us.
- 1.2 We may require a credit application from the Customer and in processing the credit application the Customer consents that we may make enquiries of credit reference agencies or other sources, who may keep a record of our enquiry, and that we 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 prior written consent of us.
- 1.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

2 DURATION

- 2.1 The Agreement shall commence on the Commencement Date and shall continue unless terminated in accordance with this Agreement.
- 2.2 The Service shall commence with effect from the date agreed between the parties and we shall provide the Service in accordance with Law and Good Industry Practice.
- 2.3 Unless stated otherwise in this Agreement during the period of this Agreement the Customer shall not obtain the Service or services substantially similar to the Service from any third party.

3 PAYMENT TERMS

- 3.1 The Charge will be calculated as stated in Section 2. The amounts stated in Section 2 are exclusive of VAT and the Customer shall pay all sums due in respect of VAT in accordance with the invoice for the Service. We will ensure that each invoice for the Service contains adequate details of the VAT charged. We will issue or make invoices available to the Customer in electronic form and may make an administration charge if the Customer requires a paper invoice.
- 3.2 All payments for the Service shall be due and payable within 30 days of the date of the invoice for the Service. The Customer shall raise any invoice queries or disputes within 14 days of the date of the invoice and the Customer shall nonetheless pay all undisputed parts of the invoice by the due date. 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. The Customer may only make payment by direct debit, electronic bank transfer or by credit/debit card. We may make an administration charge for any Customer not paying by direct debit.
- 3.3 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 Barclays Bank plc. Without prejudice to our other rights in respect thereof, if the Customer defaults in payment by the due date of any amount invoiced for the Service, we shall be entitled to withhold further performance of this Agreement until all arrears have been discharged by the Customer.
- 3.4 The Customer agrees that our records will be proof of the Service provided.
- 3.5 Without prejudice to any other rights of ours, if there is or there arises reason to doubt that amounts due from the Customer will be paid in full (including but not limited to the Customer cancelling any direct debit mandate in force) then we reserve the right to require payment in advance before commencing or continuing the Service, or at its sole discretion we may withhold further performance of this Agreement or terminate the Agreement forthwith.

Biffa Waste Services Limited

Registered office: Coronation Road, Cressex, High Wycombe, Buckinghamshire HP12 3TZ
Registered in England & Wales Company No: 00946107 VAT No: GB537 9116 27

- 3.6 If the Waste is made available for collection at less than the Expected Frequency then the Customer may be charged and shall be liable to pay us an amount up to the Wasted Journey Charge for each collection less than the Expected Frequency.
 - 3.7 If we have agreed to pay a rebate to the Customer in respect of any Waste then it shall only be required to do so if to the Customer has entered into a self-billing agreement in a form specified by us. Any rebate shall be paid to the Customer by us within 60 days of receipt of a valid and proper invoice. The value of any given type of Waste is subject to market fluctuations and consequently the payment or amount of any rebate agreed is not guaranteed and may be varied or removed by us at any time.
- 4 PRICE**
- 4.1 Unless otherwise specified in the Special Conditions we shall have the right to increase the Charge at any time if there is any variation in our costs including (but not limited to) variations in wages, disposal costs, administration costs, cost of materials and Equipment, fuel costs, taxes, duties and cost of compliance with Law. We shall endeavour to give the Customer not less than one calendar months' 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.
 - 4.2 Where the Charge Per Lift is based on an Assumed Weight we may revise the Assumed Weight (and consequently and proportionately the Charge Per Lift) at any time if it reasonably believes that the actual average weight per collection is less than or greater than the Assumed Weight.
 - 4.3 We may charge and the Customer shall pay to us the Waste Transfer Note Compliance Charge, the Wasted Journey Charge and any administration charges referred to in these Conditions.
- 5 DELIVERY, ACCESS, UNLOADING & RETURN**
- 5.1 The Equipment shall be delivered to the Collection Site in the quantity specified in Section 2.
 - 5.2 The Customer shall provide suitable access to the Collection Site, a suitable area for siting the Equipment and suitable facilities for turning the Vehicle around.
 - 5.3 The driver of the Vehicle may in his absolute discretion refuse to provide the Service if he believes that access to the Collection 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.
 - 5.4 Subject to Clause 9.2, the Customer shall be responsible for the safety of any person (including the employees and agents of ours) whilst on or about the Collection Site.
- 6 PERFORMANCE DATE & FORCE MAJEURE**
- 6.1 We will use reasonable endeavours to meet the dates for collection (which shall always be Working Days unless expressly agreed otherwise between us and the Customer) set out in Section 2 but shall not be liable for late performance or delay in performance of the Service and delays or missed collections shall not entitle the customer to terminate the agreement.
 - 6.2 Without prejudice to the generality of Clause 6.1, we 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 our reasonable control.
- 7 CHANGES IN CUSTOMER REQUIREMENTS**
- 7.1 If the Customer's requirements for the Service shall at any time change, we shall, subject to clause 7.2, implement such changes as are agreed between the Customer and us.
 - 7.2 We and the Customer shall join in making such written amendments to this Agreement (which, for the avoidance of doubt includes the Charge) and in executing such replacement Transfer Note as may be necessary to give effect to any changes agreed under this clause.

8 RISK

- 8.1 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 Collection Site, except where the loss or damage arises from the negligence or wilful default of ours, our employees, agents or sub-contractors.

9 TERMS AND REPRESENTATIONS

THESE CLAUSES SET OUT THE CUSTOMER'S RIGHTS IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY THE PROVISION OF THE SERVICE OR ANY STATEMENTS MADE BY US, OUR EMPLOYEES OR AGENTS. CUSTOMER ARE ADVISED TO READ THESE PROVISIONS CAREFULLY AND TO CHECK THAT THEY ARE COVERED BY INSURANCE AGAINST ANY LOSS OR DAMAGE THAT THEY MAY SUSTAIN IN RESPECT OF WHICH OUR POTENTIAL LIABILITY IS OR MAY BE RESTRICTED OR EXCLUDED HEREUNDER.

- 9.1 The Equipment shall be deemed to be in good working order and condition and fit for the Customer's purpose (save for defects not discoverable by a reasonable examination) except to the extent that the Customer has notified us to the contrary within three working days of acceptance of the Equipment at the Collection Site.
- 9.2 We accept liability for death or personal injury to the extent that it results from our or our employees or agents negligence and further accept liability for any breach on the our part of any condition or warranty as to title and quiet possession which may be implied by Section 7 of the Supply of Goods and Services Act 1982.
- 9.3 Subject to Clause 9.4, we also accept liability for any other direct loss or damage (but not any indirect or consequential loss, including (but not limited to) loss of profits, production, business or reputation) in relation to the Equipment, the Service or items belonging to the Customer, its employees or agents (including personal effects) to the extent that it results from:
- 9.3.1 a breach by us of any of the express provisions of these standard conditions of supply; or
- 9.3.2 our or our employees or agents negligence.
- 9.4 Our total liability (including for related costs, fees and expenses) in respect of any one Transgression (except one giving rise to the liability referred to in Clause 9.2) shall be limited to £50,000.
- 9.5 If any exclusion or limitation of liability or any other provision contained in this Clause 9 or otherwise contained in the Agreement is held invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted, but if we thereby become liable for any defect or loss, damage or nuisance which would have otherwise been excluded such liability shall be subject to the other exclusions limitations or provisions set out in the Agreement.

10. EMPTYING REPLACEMENT AND REMOVAL

- 10.1 The Customer shall at all times allow us, our employees, sub-contractors or agents access to the Equipment to empty or replace it and on the termination of this agreement to remove it from the Collection Site.
- 10.2 All Waste deposited in the Equipment shall become the our property from the time when we empty or replace the Equipment, PROVIDED THAT this Clause shall not absolve the Customer from any liability or responsibility in relation to the Waste.

11 EQUIPMENT

- 11.1 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.
- 11.2 The Customer shall not
- 11.2.1 overload or overfill the Equipment; or
- 11.2.2 set fire to the contents of the Equipment; or
- 11.2.3 interfere with the mechanism of the Equipment; or
- 11.2.4 add or attach to the Equipment any painting, sign, writing, lettering or advertising.
- 11.3 All Equipment provided shall remain our property and the Customer will have no rights in the Equipment other than as a mere bailee. The Equipment must only be used by the Customer and must be kept at the Collection Site. The Customer shall have no right of lien over the Equipment.
- 11.4 The Customer has agreed that the Equipment is suitable to contain and transport the Waste in the quantities specified. We rely on the Customer's advice as to the quantity and weight of Waste involved in the provision of the Service.

12 WASTE

- 12.1 The Customer and us shall each sign a new Transfer Note:-
- 12.1.1 without prejudice to Clause 12.3, at any time when there is a change in any of the details set out in Sections 2 and 3 or on any Transfer Note; and/or
- 12.1.2 before the expiration of twelve months from the Commencement Date or any current Transfer Note and the Customer authorises us to act as its agent for the purposes of administering the Transfer Note which shall include, but not be limited to, checking, amending, updating, replacing, renewing and signing the Transfer Note as agent for the Customer.
- 12.2 The Customer warrants that the details relating to the Waste (including, for the avoidance of doubt, those relating to weight and compactability) contained in Sections 2 and 3 or in any Transfer Note are and will be true and complete. We rely on those details in the provision of the Service. We shall be entitled to take samples of the materials placed in the Equipment to satisfy itself that the description is accurate prior to collection and disposal. Such right shall under no circumstances relieve the Customer of its obligations to describe the Waste accurately. The Customer must inform us immediately if any information on the Transfer Note is inaccurate or incorrect.
- 12.3 The Customer may not place or cause to be placed in the Equipment any material other than Waste described in Section 3 or, if such has been signed, in the current Transfer Note.
- 12.4 Without prejudice to the generality of the provisions of this Clause 12, We will be entitled to refuse to deal with any material:
- 12.4.1 which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous; or
- 12.4.2 the handling of which may cause us to incur civil or criminal liability; or
- 12.4.3 which it has reason to believe is or may be a Hazardous Waste; or
- 12.4.4 the disposal of which might involve us in additional expense or an unreasonable amount of extra work.
- 12.5 If Waste which is recyclable waste is, in our reasonable opinion, contaminated then we may, in addition to and without prejudice to its right to make a Wasted Journey Charge if it does not collect the Waste on discovery of the contamination, make an administration charge and increase the Charge (temporarily or permanently) in respect of any future collection of the Waste if we decides at our discretion that it is able to collect it and comply with the Law.

13 NAME PLATES

- 13.1 The Customer shall not remove, deface or conceal any name plate or mark indicating that the Equipment is our property and we shall at all reasonable times have access to inspect or repair such name plates or marks.

Biffa Waste Services Limited

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14 DISPOSAL

- 14.1 We 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 us. However, we accept no liability whatsoever for any third party's failure so to operate.

15 LIABILITIES OF THE CUSTOMER

- 15.1 During the Agreement the Customer shall make good to us all loss of or damage to the Equipment (fair wear and tear excepted).
- 15.2 Subject to Clause 9, the Customer shall indemnify and hold us harmless against any injury demands actions costs charges expenses loss damage or liability to any persons or property arising from:
- 15.2.1 any act omission or negligence of the Customer its agents or employees; or
- 15.2.2 the provision of the Service.
- 15.3 If the Customer requests that the Equipment be placed in a position which requires the Vehicle to leave the public highway the Customer shall indemnify and hold us harmless against any loss costs claims damages or expenses which we 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.
- 15.4 The Customer shall maintain insurance cover in respect of this indemnity and shall at our request provide us with a copy of the insurance policy as proof of maintaining such cover.

16 TERMINATION

- 16.1 If the Customer commits any breach of this Agreement we may, in addition to our other rights in respect thereof, give notice to the Customer to terminate this Agreement immediately or, at our option, after 21 days from the date of such notice if the Customer shall not have remedied the breach to our satisfaction during that time.
- 16.2 If the Customer shall have a receiver, an administrator or an administrative receiver appointed for the whole or any part of its assets or if an order shall be made or a resolution passed for its winding-up (unless this is for the purpose of its reconstruction or amalgamation) then this Agreement shall terminate forthwith.
- 16.3 Either party may terminate this Agreement by the service of notice which must satisfy all of the following requirements to be valid:
- 16.3.1 must be of not less than three months duration and not more than six months duration;
- 16.3.2 must be expressed to expire on the date which is three months after expiry of the Initial Period or any subsequent anniversary of the Commencement Date;
- 16.3.3 must be given in the manner set out in Clause 18.
- If the Customer gives us a notice to terminate which does not satisfy these requirements then we may elect to accept the notice and may charge, and the Customer shall pay, an early termination fee calculated in the same manner as liquidated damages under Clause 16.4.
- 16.4 If we elect to terminate this Agreement under Clause 16.1, or the Agreement is terminated under Clause 16.2, the Customer shall pay all Charges accrued due and in addition shall pay to us as liquidated damages (and the Customer acknowledges this to be a genuine pre-estimate of the likely loss which we would incur in such event) for the period (the "Damages Period") from the date of such termination to the earliest date on which this Agreement could validly be terminated by a notice given in accordance with Clause 16.3, the following amount:
- 16.4.1 in the case of Customers for which we collect Waste on a scheduled basis, an amount equal to 41% of the aggregate Daily Rental and Collection Charge which would have become payable in respect of the Service during the Damages Period;
- 16.4.2 in the case of Customers for which we collect Waste not on a scheduled basis but upon request, an amount equal to 41% of the aggregate Daily Rental and Collection Charge which would have become payable in respect of the Service during the Damages Period on the following assumptions:
- 16.4.2.1 where the Service has been provided for less than three months, that collections would have been made during the Damages Period at the Expected Frequency set out in Section 2; or
- 16.4.2.2 where the Service has been provided for more than three months, that collections would have been made during the Damages Period at the greater of (1) the Expected Frequency or (2) at the same average rate as during the three months immediately preceding the termination date.
- 16.5 We may terminate this Agreement or suspend provision of the Service without liability to the Customer if we reasonably consider that we cannot provide the Service (or any part of the Service) safely or the Customer (where it has expressly opted out of us acting as its agent for the purposes of administering the Transfer Note) has not signed and returned a valid Transfer Note(s).
- 16.6 Termination of this Agreement shall be without prejudice to any rights or liabilities of either party which may have accrued to that date.

17 AMENDMENT

- 17.1 We reserve the right to amend this Agreement and any terms including the Conditions as it considers necessary to comply with Law or Good Industry Practice from time to time or any change in Law governing the collection transport and disposal of Waste and will notify any such amendment to the Customer as soon as practicable.

18 NOTICES

- 18.1 Any proposal acceptance agreement authority permission or notice referred to in this Agreement shall be:
- 18.1.1 in writing; and
- 18.1.2 given to the party for whom it is intended at the address for that party as set out in this Agreement, or such address as is notified to the other party for that purpose; and
- 18.1.3 given by post, facsimile or e-mail and shall be deemed to have been received two Working Days after the date of posting or one Working Day after the date of facsimile transmission or e-mail as the case may be.

19 GOVERNING LAW

- 19.1 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.
- 19.2 Any reference to any Act of Parliament Regulation or Order shall include any re-enactment, amendment, replacement or modification thereof.

20 FOREBEARANCE

- 20.1 No time indulgence or relaxation on our part 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 our powers under this Agreement or operate as or be a waiver of any breach by the Customer of the terms of this Agreement.