

DATED

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

BETWEEN

**A C MORRISON LIMITED A COMPANY REGISTERED IN ENGLAND AND WALES WITH COMPANY
REGISTRATION NUMBER 3746693 WHOSE REGISTERED OFFICE IS 34 THE MAGPIES, EPPING GREEN,
EPPING, ESSEX CM16 6QG.**

AND

WITH COMPANY REGISTRATION NUMBER **A COMPANY REGISTERED IN ENGLAND AND WALES**
WHOSE REGISTERED OFFICE IS

The Customer's attention is particularly drawn to the provisions of clause 7.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Conditions: these terms and conditions as amended from time to time in accordance with clause 10.8.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person business or company who purchases Services from the Supplier.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Services: the services, means either or all of, but not limited to the following; the collection of controlled waste, the collection and destruction of sensitive documents or items, the collection and recycling of waste or the removal, storage, transportation or other disposal of property belonging to the Customer.

Supplier: A C Morrison Limited registered in England and Wales with company number 3746693.

Supplier Materials: containers, bins, equipment or any other receptacle for the storage or collection of any of the items that are subject to the Services provided by the Supplier.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

1.2 Construction. In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its personal representatives, successors, agents or permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or

statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) A reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier confirms their unequivocal acceptance to provide one of the Services to the Customer.
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and will automatically lapse if not accepted by the prospective Customer after a period of 20 Business Days from the date the quotation is dated.
- 2.6 Once the Customer has accepted a quotation or given permission for a Service to be carried out, the Supplier will send the Customer these Conditions. If you do not notify the Supplier within 5 Business Days that you are not prepared to contract upon the terms of these Conditions the Supplier shall be entitled to rely upon your silence as acceptance of these Conditions.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall use all reasonable endeavours to meet any performance dates requested by a Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.3 The Services will be provided using reasonable care and skill.
- 3.4 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services without notice and without accruing any liability to the Customer.

4. CUSTOMER'S OBLIGATIONS AND WARRANTIES

4.1 The Customer shall:

- (a) Co-operate with the Supplier in all matters relating to the Services;
- (b) Provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
- (c) Provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all respects;
- (d) Keep and maintain all Supplier Materials at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (e) Maintain all necessary insurances to cover any property belonging to the Customer whilst in transit with the Supplier and whilst the supplier is carrying out any of the Supplier Services.
- (f) Advise the Supplier of any difficulties that the Supplier may experience either gaining access to its premises or in parking its vehicles in the vicinity of the Premises. If the Supplier obtains any parking fine or other expense in relation to parking its vehicles during the process of providing the Services the Customer shall be responsible for these costs. If the Supplier has not been advised of any difficulties and when it comes to carry out the Service there are such difficulties the Supplier shall be able to charge to the Customer any extra costs that it has incurred;
- (g) Warrant and undertake to the Supplier that all items subject to the Services shall be properly prepared for the procedure to be undertaken by the Supplier. This shall mean that any controlled waste contains no harmful or dangerous substances likely to cause harm to the Supplier, its employees representatives servants or agents, and it will take all necessary steps to ensure the safety of the Supplier, its employees representatives servants or agents who are at the Customer's premises, and when the Services being performed by the Supplier mean that the Supplier is required to remove, store, transport or dispose of any goods, those goods must be correctly prepared. This includes a requirement that the Customer shall disconnect any electrical items;
- (h) Warrant and undertake to read, sign and comply with the **Health and Safety document** which has been provided to the Customer by the Supplier and the Customer warrants that it has read and agrees to be bound by the terms of that Health and Safety Document. Annual updates of the Health and Safety document will be supplied to the Customer and the Customer agree and warrants to read and be bound by such further updates;

- (i) Warrant and undertake to agree an area with the Supplier where the items subject to the Services shall be collected at the Customer's premises (the **Designated Area**). The Customer shall ensure that the Supplier and its employees representatives servants and agents shall have full and free access to the Designated Area. The Customer must ensure that there are no other items left in this area apart from the items that are subject to the Services.

If access to the Customer's premises is restricted or denied to the Supplier for any reason whatsoever, whether or not that reason is within the control of the Customer, or the Supplier cannot reasonably gain access to the Designated Area, the Supplier shall not be liable for any delay in the collection of the items subject to the Services or the non-performance of its obligations under this agreement. In these circumstances the Supplier reserves the right to charge the Customer the Supplier's standard charges even if the items subject to the Services have not been collected.

- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) The Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in clause 4.1 and
- (c) The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

- 5.1 The Customer shall pay the charges that have been agreed between the Supplier and the Customer and which have been evidenced in writing (**Supplier's Charges**), together with any additional sums which the Supplier has incurred in performing the Services or which - in the sole discretion of the Supplier - have been required as a result of the Customer's instructions or lack of instructions or by any other cause reasonably attributable to the Customer.

- 5.2 The Supplier reserves the right to increase its Supplier's Charges provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer Written Notice of any such increase one month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall give the Supplier Written Notice within one week of the date of the Supplier's notice, and the Supplier shall have the right without limiting its other rights or

remedies to terminate the Contract by giving two weeks Written Notice to the customer.

- 5.3 The Supplier shall be entitled to charge the Customer for any expenses reasonably and properly incurred by the individuals whom the Supplier engages in connection with the Services.
- 5.4 The Supplier shall invoice the Customer monthly in arrears.
- 5.5 The Customer shall pay each invoice submitted by the Supplier:
- (a) Within 30 days of the date of the invoice (the **Due Date**); and
 - (b) In full and in cleared funds to a bank account nominated in writing by the Supplier, or by cheque with the Supplier's previous written consent.

Time for payment shall be of the essence of the Contract.

- 5.6 All amounts payable by the Customer under the Contract are exclusive of value added tax (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall on receipt of a valid VAT invoice from the Supplier pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.7 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the Due Date, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above HSBC Bank's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment and compounding quarterly.
- 5.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any amount in whole or in part. The Supplier may without limiting its other rights or remedies set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. DATA PROTECTION AND DATA PROCESSING

- 6.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 6, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 6.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data

Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

- 6.3 Without prejudice to the generality of clause 6.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract.
- 6.4 Without prejudice to the generality of clause 6.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 6.4.1 process that Personal Data only on the written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 6.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 6.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 6.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

- (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

6.4.5 notify the Customer without undue delay on becoming aware of a Personal Data breach;

6.4.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

6.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 6.

6.5 The Customer consents to the Supplier appointing a third-party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 6.

6.6 The Supplier may, at any time on not less than 30 days' notice, revise this clause 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

7. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

7.1 The exclusions in this clause apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to clause 7.1:

- (a) The Supplier shall have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort

(including negligence) or otherwise howsoever, whether deliberate or not, which fall within any of the following categories:

- i) Special damage even if the Supplier was aware of the circumstances in which such special damage could arise;
- ii) Loss of profits;
- iii) Loss of anticipated savings or earnings;
- iv) Loss of business opportunity;
- v) Loss of goodwill;
- vi) Loss or corruption of data,

Provided that this clause (a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of this clause (b) or any other claims for direct financial loss that are not excluded by any of the categories (i) to (vi) inclusive of this clause (a)

- (b) The total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this Contract or any collateral contract, shall in no circumstances exceed a sum equal to the Charges. The parties confirm that this sum estimates a genuine pre-estimate of the Customer's potential loss.
- (c) The Customer agrees that, in entering into this Contract either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Contract or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability otherwise than in accordance with the express terms of this Contract.

7.3 All dates supplied by the Supplier for the provision of the Services shall be treated as approximate only. The Supplier shall not be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

7.4 This clause 7 shall survive termination of the Contract.

8. TERMINATION

8.1 Without limiting its other rights or remedies the Supplier may terminate the Contract by giving the Supplier two months written notice, or with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified by the Supplier in writing of the breach;
- (b) the Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or

(being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;

- (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party
 - (d) a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of that Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that Customer with one or more other companies or the solvent reconstruction of that Customer;
 - (e) the Customer (being an individual) is the subject of a bankruptcy petition or order;
 - (f) a creditor or encumbrancer of the Customer attaches or takes possession of or a distress execution sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (g) an application is made to a Court, or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);
 - (h) the Customer suspends ceases or threatens to suspend or cease carrying on all or a substantial part of its business; or
 - (i) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical) is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 8.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party two months' written notice.
- 8.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1(a) to clause 8.1(i), or the Supplier reasonably believes that the Customer is about to become subject to any of them or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and in respect of Services supplied but for which no invoice has been submitted the Supplier shall submit an invoice which shall be payable by the Customer immediately on receipt;
- (b) The Customer shall return all of the Supplier's Materials. If the Customer fails to do so, the Customer grants the Supplier his permission to enter the Customer's premises and take possession of them. Until the Supplier's Materials have been returned the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) The accrued rights remedies obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

10. GENERAL

10.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God war riot civil commotion malicious damage, compliance with any law or governmental order rule regulation or direction, accident breakdown of plant or machinery fire flood storm or default of suppliers or subcontractors.
- (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 4 weeks, the Supplier shall without limiting its other rights or remedies have the right to terminate this Contract immediately by giving written notice to the Customer.

10.2 Assignment and subcontracting:

- (a) The Customer may not but the Supplier may at any time assign transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

10.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or sent by fax to the other party's main fax number (**Written Notice**).

10.4 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

10.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid illegal or unenforceable, that provision or part-provision shall to the extent required be deemed deleted and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid enforceable and legal if some part of it were deleted the provision shall apply with the minimum modification necessary to make it legal valid and enforceable.

10.6 No partnership: Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture of any kind between any of the parties nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for or to bind the other party in any way.

10.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

10.8 Variation: Except as set out in these Conditions, any variation including the introduction of any additional terms and conditions to the Contract shall only be binding when agreed in writing and signed by the Supplier.

10.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Executed by A C Morrison Limited
acting by Andrew Morrison, a
director.
Dated:

.....

.....
[SIGNATURE OF DIRECTOR]
Director

Executed by
Limited acting by
, a director. Dated:

.....

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[SIGNATURE OF DIRECTOR]
Director