

## 1 Interpretation

In these Terms:

- 1.1 **"Acceptable Wood Waste"** has the meaning given to it in the Specification in respect of the type of wood waste set out in the Contract Particulars;  
**"Cancellation Charge"** means the charge set out in the Contract Particulars to be paid by the Customer to the Company in the event that the Customer terminates the Contract before the Expiry Date;  
**"Collection Date"** means the date for collection of any containers supplied by the Company to the Customer under this Contract;  
**"Collection Site"** means the site from which wood waste is to be collected named as such in the Contract Particulars;  
**"Company"** means G. L. Hadfield & Son Limited whose registered office is at Lumm Farm, Littlemoss, Droylsden, Manchester M43 7LB (company registration number 1526281);  
**"Contract"** means the contract for the supply of Services;  
**"Contract Particulars"** means the contract particulars set out overleaf;  
**"Customer"** means the person named as such in the Contract Particulars;  
**"Minimum Monthly Tonnage"** means the minimum tonnage of waste to be made available by the Customer for collection by the Company in any one month or the minimum tonnage to be tipped by the Customer at the Tipping Site in any one month;  
**"Price"** means the price to be paid by the Customer to the Company as set out in the Contract Particulars;  
**"Rental Charge"** means the rental charge to be paid for each container as set out in the Contract Particulars;  
**"Services"** means the provision of a collection service for wood waste material in accordance with these Terms;  
**"Shortfall Charge"** means the charge set out in the Contract Particulars to be paid by the Customer to the Company in the event that the Customer fails to meet the Minimum Monthly Tonnage;  
**"Specification"** means the specification of Acceptable Wood Waste of types A, B, C, or D provided with these Terms;  
**"Terms"** means the standard terms set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Customer and the Company;  
**"Tipping Site"** means Lumm Farm, Lumbe Lane, Littlemoss, Droylsden, Manchester M43 7LB or such other address as may be notified to the Customer by the Company from time to time;  
**"Writing"** and any similar expression, includes facsimile transmission, electronic mail or other forms of electronic communication;  
**"Unacceptable Materials"** means any material that is not Acceptable Wood Waste.
- 1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.
- 1.4 Words importing one gender will be construed as importing any other gender.
- 1.5 Words importing the singular will be construed as importing plural and vice versa.

## 2 Basis of the Supply of Services

- 2.1 The Company shall supply the Services to the Customer in accordance with the Contract Particulars and these Terms, which shall govern the Contract to the exclusion of any other terms.
- 2.2 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company.
- 2.3 The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- 2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents which is not confirmed in Writing by the Company is followed or acted on entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

## 3 Container Collection

- 3.1 The provisions of this clause 3 apply where the waste wood is to be collected by the Company.
- 3.2 The Company shall provide containers to the Collection Site for the collection of wood waste material of the type set out in the Contract Particulars or such other type of wood waste as may be agreed by the parties from time to time.
- 3.3 The Company shall supply the quantity, type and capacity of container as set out in the Contract Particulars or such other quantity, type and/or capacity as may be agreed by the parties in Writing.
- 3.4 The Company shall collect the containers provided and replace them with empty containers on the Collection Date or such other date as may be agreed by the parties in Writing.
- 3.5 The Customer shall ensure that the containers are filled to the correct level with Acceptable Wood Waste only and in accordance with any requirements made known to the Customer by the Company from time to time.
- 3.6 The Company shall in delivering and collecting the containers comply with all reasonable operating procedures and safety arrangements made known by the Customer to the Company.
- 3.7 The Customer shall ensure that its authorised representative is available to sign for each collection and such signature shall be evidence that the Service has been carried out in accordance with this Contract and to the satisfaction of the Customer. In the event that the Customer's authorised representative is not available to sign for a collection then the Company shall be deemed to have carried out its obligation under these Terms in respect of that collection.
- 3.8 In the event that any container is unavailable or is not filled to the correct level at the Collection Date then the Company may in its absolute discretion:
- 3.8.1 leave the container on the Collection Site and invoice the Customer in respect of the abortive visit; or
- 3.8.2 remove the container from the Collection Site and invoice the Customer in respect of the shortfall of wood waste material.
- 3.9 Where the Customer wishes to cancel any collection he shall give the Company notice in Writing 48 hours before the Collection Date.
- 3.10 The property in the containers shall at all times remain vested in the Company.
- 3.11 The risk in the containers shall be with the Customer whilst the containers are on the Collection Site and the Customer shall ensure that the containers are adequately insured at all times whilst the containers are in its possession and provide satisfactory documentary evidence of such insurance upon request by the Company. In the event that the Customer fails to put in place or maintain adequate insurance, then the Company shall be entitled to put in place such insurance and invoice the Customer in respect of the insurance premium.
- 3.12 The property and risk in all Acceptable Wood Waste deposited in a container shall remain vested in the Customer whilst the container is on the Collection Site and shall pass to the Company on collection.

## 4 Tipping of Waste Wood

- 4.1 The provisions of this clause 4 shall apply where the waste wood is to be tipped by the Customer at the Tipping Site.
- 4.2 The Customer may tip any Acceptable Wood Waste at the Tipping Site between the hours of 7am to 4.30pm Monday to Friday.
- 4.3 The Customer shall comply with the Company's operating procedures and safety arrangements made known by the Company to the Customer from time to time.
- 4.4 The Customer shall not tip any wood waste unless first cleared and authorised to do so by the Company.
- 4.5 Property in the Acceptable Wood Waste shall pass to the Company on tipping.

## 5 Acceptable Wood Waste

- 5.1 The Customer warrants that only Acceptable Wood Waste will be deposited in the containers supplied or at the Tipping Site.

- 5.2 For the avoidance of doubt Acceptable Wood Waste that is contaminated by Unacceptable Material is Unacceptable Material.
- 5.3 In the event that Unacceptable Material is deposited in the containers or tipped at the Tipping Site then the Company may, in its absolute discretion:
- 5.3.1 return the load to the Customer in which case the Customer shall indemnify the Company for all costs of reloading and returning the load;
- 5.3.2 reclassify wood waste deposited by the Customer as a lower grade of wood waste than that which should have been provided under this Contract and invoice the Customer accordingly; or
- 5.3.3 dispose of the load in which case the Customer shall indemnify the Company in respect of all costs and liabilities howsoever arising including (without limitation) the cost of any special handling requirements and disposal to land fill or other appropriate means of final disposal.

## 6 Price

- 6.1 The Customer shall pay to the Company the Price and where appropriate the Rental Charge.
- 6.2 The Company reserves the right, by giving Written notice to the Customer at any time, to vary the Price or Rental Charge to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any significant increase in vehicle running costs, alteration of duties or significant increase in the costs of labour or any changes in statute or regulations), any change in the Collection Date, quantities or number of containers or any reduction in the price of waste Wood material.
- 6.3 The Price and Rental Charge is exclusive of any applicable value added tax.

## 7 Terms of Payment

- 7.1 The Company shall invoice the Customer for any sums due under this Contract at the end of each month.
- 7.2 The Company shall be entitled to invoice the Customer forthwith in respect of any sums due under clauses 3, 5, or 8.
- 7.4 The Customer shall pay any invoice within 30 days of the date of the invoice. The time of payment shall be of the essence of the Contract. Receipts for payment will be issued only on request.
- 7.5 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available, the Company may:
- 7.5.1 cancel the contract or suspend any further collections;
- 7.5.2 appropriate any payment made to such of the Services (or the services supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer);
- 7.5.3 charge interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Barclays Bank Plc's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and/or
- 7.5.4 return to the Customer wood waste of an equivalent weight to the wood waste in respect of which payment has not been made.

## 8 Shortfall and Cancellation Charge

- 8.1 Where the quantity of wood waste made available for collection by the Customer (in the case of a collection service) or deposited by the Customer (in the case of a tipping service) in any one month falls below the Minimum Monthly Tonnage then the Customer shall pay to the Company the Shortfall Charge.
- 8.2 The Contract shall terminate on the Expiry Date set out in the Contract Particulars. In the event that the Customer terminates the Contract before the Expiry Date then the Customer shall pay to the Company the Cancellation Charge.
- 8.3 The Customer acknowledges that the Acceptable Wood Waste collected by the Company is processed by the Company into marketable products for profit and that the Cancellation Charge and Shortfall Charge is a genuine pre-estimate of the Company's likely loss in the event that the Customer fails to provide the Minimum Monthly Tonnage or the Contract is terminated early.

## 9 Liability

- 9.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Services (including any delay in supplying or any failure to supply the Services in accordance with the Contract or at all), and the entire liability of the Company under or in connection with the Contract shall not exceed £500,000 except as expressly provided in these Terms.
- 9.2 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- 9.2.1 act of God, explosion, flood, tempest, fire or accident;
- 9.2.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 9.2.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9.2.4 import or export regulations or embargoes;
- 9.2.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 9.2.6 difficulties in obtaining labour, fuel, parts or machinery;
- 9.2.7 power failure or breakdown in machinery or vehicles.

## 10 Insolvency of Customer

- 10.1 This clause 10 applies if:
- 10.1.1 The Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 10.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 10.1.3 The Customer ceases, or threatens to cease, to carry on business; or
- 10.1.4 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 10.2 If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further collections under the Contract without any liability to the Customer.

## 11 General

- 11.1 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 11.4 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.