

Business Waste Ltd.
 customers@businesswaste.co.uk
 Phone: 01904 207 120
 www.businesswaste.co.uk



Waste Agreement

This is a legal document: you are obliged to keep a copy of this document for at least three years from the Commencement Date. Business Waste Ltd. shall:

Make arrangements to site at the Customer's premises the Equipment detailed below for the collection and removal of waste and to continue to service that Equipment during the term of the agreement.

Agreement Commencement Date: 29/11/2021

Customer Details

Registered Company / Home Address

Company Name SA-STAR LIMITED

Trading As SA-STAR LIMITED

Director Name Serkan Yilmaz

Legal Entity Private Limited Co

Co Reg No 11623333

Address Line 1 19 Western Elms Avenue

Address Line 2

Town/City Reading

Postcode RG30 2AL

Service Address

Billing Address

Site Name SA-STAR LIMITED

Address Line 1 3 Broad St

Address Line 2

Town/City Reading

Postcode RG1 2BH

Tel & Contact Serkan Yilmaz 07951472039

Site Email sastarlimited@yahoo.com

Address Line 1 19 Western Elms Avenue

Address Line 2

Town/City Reading

Postcode RG30 2AL

Billing Contact Serkan Yilmaz 07951472039

Billing Email sastarlimited@yahoo.com

The Customer Shall:

- Other than as set out in condition 3.2 pay Business Waste in accordance with the charges as set out below within 30 days, or 14 days if direct debit, of the date of the Invoice. Delays in payment may result in interest being charged on a daily basis.
- Ensure that the equipment supplied by Business Waste and its contractors sited on the customer's premises is not improperly used, overloaded, overfilled or damaged and under no circumstances should it be sited on a public highway and at all times remains the property of Business Waste and/or its contractors.
- Ensure that waste supplied to Business Waste is in accordance with the description given

Service Summary

	Container Size	Waste Type	Frequency	Qty	Unit Price (ex VAT)	Invoice Frequency
Service 1	240 Litre	General Waste	Weekly	1	10.00	Monthly in Advance
Service 2	240 Litre	Mixed Recycling (Paper Card Plastic Cans)	Weekly	1	9.00	Monthly in Advance
Service 3	240 Litre	Food	Weekly	1	9.50	Monthly in Advance

Head Office Address: Artemis House, Eboracum Way, Heworth Green, York, YO31 7RE

THE CUSTOMER SHOULD NOTE THAT BUSINESS WASTE'S RESPONSIBILITIES AND LIABILITIES ARE LIMITED IN CONDITION 9 OF THE STANDARD CONDITIONS OF SUPPLY

If the Customer terminates the agreement except by service of at least two month's notice in writing expiring on the anniversary of the Commencement Date, the Customer will be liable to pay Business Waste damages of 41% of the charge for the unexpired term of the agreement.

Section 2(a) - Service Details

Container Size	240 Litre	Waste Type	General Waste
Number of Containers	1	Collection Frequency	Weekly
Max Container Weight	10 KG	Overweight Charge per KG	0.19 per KG
Is Waste Compacted?	no	Daily Rental/Service Charge	£ 0
Invoice Frequency	Monthly in Advance	Charge per Empty/Collection	£ 10.00

Section 2(b) - Service Details

Container Size	240 Litre	Waste Type	Mixed Recycling (Paper Card Plastic Cans)
Number of Containers	1	Collection Frequency	Weekly
Max Container Weight	10 KG	Overweight Charge per KG	0.19 per KG
Is Waste Compacted?	no	Daily Rental/Service Charge	£ 0.00
Invoice Frequency	Monthly in Advance	Charge per Empty/Collection	£ 9.00

Section 2(c) - Service Details

Container Size	240 Litre	Waste Type	Food
Number of Containers	1	Collection Frequency	Weekly
Max Container Weight	80 KG	Overweight Charge per KG	0.19 per KG
Is Waste Compacted?	no	Daily Rental/Service Charge	£ 0
Invoice Frequency	Monthly in Advance	Charge per Empty/Collection	£ 9.50

ALL SUBJECT TO BUSINESS WASTE'S STANDARD CONDITIONS OF SUPPLY (ATTACHED OR WHICH CAN BE OBTAINED FROM BUSINESS WASTE AND I WARRANT: THAT THE DESCRIPTION OF THE WASTE (GIVEN IN SECTION 2) IS COMPLETE AND ACCURATE AND I UNDERTAKE TO NOTIFY BUSINESS WASTE IF ANY OF THE DETAILS CHANGE

Notes....

Agreed by the Customer

Agreed by Business Waste Ltd.

Signature: Serkan Yilmaz
Serkan Yilmaz (Nov 30, 2021 11:08 GMT)

Job Title: Director
Email: sastarlimited@yahoo.com
Title: Director

Signature: Ruby Swann
Ruby Swann (Dec 1, 2021 12:24 GMT)

Email: ruby.swann@businesswaste.co.uk
Title: Sales Executive

Business Waste Ltd.
customers@businesswaste.co.uk
Phone: 01904 207 120
www.businesswaste.co.uk



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- Ensure that waste supplied to Business Waste is in accordance with the description given

Service Summary

	Container Size	Waste Type	Frequency	Qty	Unit Price (ex VAT)	Invoice Frequency
Service 1	120 Litre	Cooking Oil	Weekly	1	0.00	Monthly in Advance
Service 2						Monthly in Advance
Service 3						Monthly in Advance

Head Office Address: Artemis House, Eboracum Way, Heworth Green, York, YO31 7RE

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Section 2(a) - Service Details

Container Size	120 Litre	Waste Type	Cooking Oil
Number of Containers	1	Collection Frequency	Weekly
Max Container Weight	na KG	Overweight Charge per KG	na per KG
Is Waste Compacted?	no	Daily Rental/Service Charge	£ 0.00
Invoice Frequency	Monthly in Advance	Charge per Empty/Collection	£ 0.00

Section 2(b) - Service Details

Container Size		Waste Type	
Number of Containers		Collection Frequency	
Max Container Weight	KG	Overweight Charge per KG	per KG
Is Waste Compacted?		Daily Rental/Service Charge	£
Invoice Frequency	Monthly in Advance	Charge per Empty/Collection	£

Section 2(c) - Service Details

Container Size		Waste Type	
Number of Containers		Collection Frequency	
Max Container Weight	KG	Overweight Charge per KG	per KG
Is Waste Compacted?		Daily Rental/Service Charge	£
Invoice Frequency	Monthly in Advance	Charge per Empty/Collection	£

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Signature: Serkan Yilmaz
Serkan Yilmaz (Nov 30, 2021 11:08 GMT)

Job Title: Director
Email: sastarlimited@yahoo.com

Title: Director

Signature: Ruby Swann
Ruby Swann (Dec 1, 2021 12:24 GMT)

Email: ruby.swann@businesswaste.co.uk

Title: Sales Executive

Site Report / Instructions

How far approximately is the container from a public/access road which can be accessed by a vehicle 2.5 metres wide?
5-10meters

Has the operative any steep gradients, loose surfaces, steps or dangerous surfaces to encounter when moving or emptying the bin to the vehicle? No ☒ Yes ☐

Details:
.....

Is the container sited on a street different to the above address? No ☒ Yes ☐

Street Name:

Directions:
.....

What time can we empty the bin? 24 hours ☐ or 6pm 10am pm

Can we arrange to collect a key or extend these hours if required? No Yes

Will "out of hours" calls upset the neighbours? No ☒ Yes ☐

Comments:
.....

Do you require a lockable container (240 Litre and 360 Litre bins are not lockable)? No ☒ Yes ☐

Do we need an gate/entry code to access the site? No ☒ Yes ☐ (if yes please provide code)

Any other helpful instructions?

between 6pm-10am can park in front of shop just dont obstruct pathway Also oil collections as discussed frequency may change based on sales so start once a week but could go up to 2 times a week
first oil collection we will be given two barrels. Also based on frequency of bin collections we may increase frequency or to a larger bin hopefully at no extra cost
.....

Signature (Customer): Serkan Yilmaz
Serkan Yilmaz (Nov 30, 2021 11:08 GMT)

Name: Serkan Yilmaz

Many thanks for your help. We are happy to arrange a visit to your site before delivering the container: however this may delay in supplying our services. Please contact us on 01904 207 120 should you wish a representative to visit your premises.



Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Business Waste
Artemis House
Eboracum Way
Heworth Green
York
YO31 7RE

Service user number

2 8 1 0 2 4

Name(s) of account holder(s)

serkan yilmaz

Reference

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank/building society account number

0 1 1 8 5 0 6 3

Instruction to your bank or building society

Please pay Business Waste Ltd. Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Business Waste Ltd. and, if so, details will be passed electronically to my bank/building society.

Branch sort code

6 0 8 3 7 1

Name and full postal address of your bank or building society

To: The Manager Bank/building society

Starling Bank

Address

3RD FLOOR, 2 FINSBURY AVENUE

LONDON

Postcode

EC2M 2PP

Company Name

SA-STAR LIMITED

Signature:

Serkan Yilmaz

Serkan Yilmaz (Nov 30, 2021 11:08 GMT)

Email: sastarlimited@yahoo.com

Title: Director

Banks and building societies may not accept Direct Debit Instructions for some types of account

DD12

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Business Waste Ltd. will notify you 14 working days in advance of your account being debited or as otherwise agreed. If you request Business Waste Ltd. to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Business Waste Ltd. or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Business Waste Ltd. asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

BUSINESS WASTE LTD TERMS AND CONDITIONS OF SUPPLY

- 1. GENERAL**
- 1.1 These conditions apply to all agreements for the supply of services by Business Waste and supersede any previous terms and conditions. No additions or modifications to our terms inconsistent with these conditions shall be binding upon Business Waste unless specifically agreed in writing by Business Waste.
- 1.2 **Business Waste may require a credit application from the Customer, and in processing the credit application the Customer consents that Business Waste may make enquiries of credit reference agencies or other sources who may keep a record of Business Waste's enquiry and that Business Waste may use any information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing.**
- 1.3 **In the terms and conditions of supply, 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 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) **a reference to writing or written includes faxes but not e-mails.**
- 1.4 **Business Waste may, at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this agreement and may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent.**
- 1.5 **The rights and obligations of the Customer under this agreement shall be personal and shall not be assignable without the express consent of Business Waste.**
- 1.6 **The contract (Rights of Third Parties) Act 1999 shall not apply to this agreement.**
- 2. DURATION**
- 2.1 **The agreement shall commence on the Commencement Date. The Service will be provided from the Equipment Delivery Date and continue for an initial term of 12 months, and will be automatically renewed for further terms of 12 months, unless this agreement is terminated in accordance with clause 14.**
- 3. CHARGE AND PAYMENT TERMS**
- 3.1 **Business Waste shall invoice the Customer in accordance with point 16 of Section 2 overleaf.**
- 3.2 **The Charge is exclusive of VAT and the Customer shall pay the sums due in respect of VAT in accordance with the invoice. Business Waste will ensure that each invoice for the Service contains adequate details of VAT.**
- 3.3 **All payments for the Service shall be due and payable within 14 days (unless agreed otherwise) of the date of the invoice.**
- 3.4 **All payments 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 to this agreement.**
- 3.5 **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 Business Waste's other rights in respect thereof, if the Customer defaults in payment by the due date of any amount invoiced for the Service, Business Waste shall be entitled to withhold further performance of this agreement until all amounts have been discharged by the Customer.**
- 3.6 **Business Waste reserve the right to charge the Customer a late payment fee of £12.00 if the Customer fails to make payment in respect of any amount invoiced for the Service by the due date.**
- 3.7 **The Customer shall not be entitled to dispute any payment made. The Customer agrees that Business Waste's records will be proof of the Service provided.**
- 3.8 **Without prejudice to any other rights of Business Waste, if there is or there arises a reason to doubt the amounts due from the Customer will be paid in full then Business Waste reserves the right to require payment in advance before commencing or continuing the Service, or at its sole discretion Business Waste may terminate the agreement forthwith.**
- 3.9 **Business Waste shall have the right to increase the Charge at any time to take account of any variation in Business Waste's costs including (but not limited to) variations of wages, disposal costs, administration costs, cost of materials and Equipment, fuel costs, taxes, duties and costs of compliance with Relevant Legislation.**
- 3.10 **Where the Charge per Lift is based on a Maximum Weight, Business Waste may revise the Maximum Weight (and consequently and proportionally 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 Maximum Weight.**
- 3.11 **Business Waste shall endeavour to give the Customer not less than one calendar month's notice of any variation of the Charge or Maximum Weight under the clause 3.9 or 3.10, but notwithstanding this the Customer shall be liable to pay any increase from the date specified in the notice.**
- 3.12 **Business Waste agrees to pay to the Customer an amount in respect of any agreed raw materials collected from the Collection Site which are sent to, and processed in, a waste recycling plant ("**Recycleate**")", the amount of such payments will be based on the current market rate for the type of Recyclate. Business Waste reserves the right to cease all payments for Recyclates to the Customer with immediate effect should the current market rate of the Recyclate alter substantially.**
- 4. DELIVERY ACCESS UNLOADING AND RETURN**
- 4.1 **The Equipment shall be delivered to the Collection Site in the quantity specified overleaf.**
- 4.2 **The Customer shall provide suitable access to the Collection Site, a suitable area for siting the Equipment and suitable facility for turning the Vehicle around after being discharged by the Customer.**
- 4.3 **The driver of the Vehicle may in his absolute discretion refuse delivery if he believes that access to the Collection Site, turning facilities are unsafe or likely to cause damage to the Vehicle, or if there is any reason to believe the proposed area for siting the Equipment is unsuitable.**
- 4.4 **Subject to clause 8.2, the Customer shall be responsible for the safety of any person (including the employees, agents and subcontractors of Business Waste) whilst on or about the Collection Site.**
- 5. PERFORMANCE DATES AND FORCE MAJEURE**
- 5.1 **Business Waste and their subcontractors will use reasonable endeavours to meet the Collection Dates (which shall always be Working Days unless especially agreed between Business Waste and the Customer) set out overleaf but shall not be liable for late performance or delay in performance of the Service and delays shall not entitle the Customer to rescind the agreement.**
- 5.2 **Without prejudice to the generality of clause 5.1, Business Waste 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 cause beyond Business Waste's reasonable control.**
- 6. CHANGE IN CUSTOMER REQUIREMENTS**
- 6.1 **If the Customer's requirements for the Service at the Collection Site shall at any time change, Business Waste shall, subject to clause 6.3, implement such changes as are agreed between the Customer and Business Waste.**
- 6.2 **If the Customer relocates premises ("**New Premises**") and the Service to the Collection Site is no longer required during the term of this agreement, Business Waste shall, subject to a satisfactory Site Report and clause 6.3, endeavour to provide the Service to the New Premises. If the Site Report for the New Premises is not satisfactory the termination provisions at clause 14 will apply.**
- 6.3 **Business Waste shall confirm the changes in writing (which, for the avoidance of doubt includes the Charge), and the Customer shall execute such replacement Transfer Notes as may be necessary to give effect to any changes under this clause 6.**
- 7. RISK**
- Risk of any loss or damage to the Equipment shall pass to and remain with the Customer from the time when the Equipment first arrived at the Collection Site, except where the loss or damage arises from the negligence or willful default of Business Waste, its employees, agents or subcontractors.**
- 8. LIMITATION OF LIABILITY**
- These clauses set out the Customer's rights in respect of any loss or damage caused by the provision of the Service, or any other statements made by Business Waste, its employees, agents or subcontractors. Customers are advised to read these provisions carefully and to check that they are covered by insurance against loss or damage that they may sustain in respect of which the potential liability of Business Waste is or may be restricted or excluded hereunder.**
- 8.1 **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) unless the Customer has formally notified Business Waste of a defect within three Working Days of delivery of the Equipment to the Collection Site.**
- 8.2 **Nothing in this agreement shall limited or exclude Business Waste, their agents', or subcontractors' liability for:**
- (a) **death or personal injury to the extent that it results from the negligence of Business Waste, their agents, subcontractors, and employees;**
- (b) **fraud or fraudulent misrepresentation; and**
- (c) **any breach on the part of Business Waste of any condition or warranty as to the title and the quiet possession which may be implied by Section 2 of the Supply and Goods and Services Act 1982.**
- 8.3 **Business Waste shall under no circumstances accept liability for 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.**
- 8.4 **Business Waste's total liability (including for related costs, fees and expenses) in the respect of this agreement shall be limited to the sum of the Charge invoiced to the Customer in accordance with clause 3, payment of which has been received in full by Business Waste.**
- 8.5 **If any exclusion of limitation of liability or any other provision contained in this clause 8 or otherwise contained in the agreement is held invalid under any applicable statute or rule of law, it shall, to the minimum extent necessary, be deemed omitted, but if Business Waste thereby becomes liable for any defect, loss, damage or nuisance which would have otherwise been excluded, such liability shall be subject to the other limitations or provisions set out in this agreement.**
- 8.6 **The provisions in this clause 8 shall remain in full force and effect following termination notwithstanding any breach of this agreement by Business Waste, and shall apply to such breach whether or not this agreement is terminated in consequence of such breach.**
- 9. EMPTYING, REPLACEMENT AND REMOVAL OF THE EQUIPMENT**
- 9.1 **The Customer shall at all times allow Business Waste, its employees, agents or subcontractors access to the Equipment to empty or replace it, and on the termination of the agreement to remove it from the Collection Site.**
- 9.2 **Subject to clause 11.4 and clause 11.5, all Waste deposited in the Equipment shall become the property of Business Waste from the time when Business Waste (its agents or subcontractors) empty or replace the Equipment.**
- 10. EQUIPMENT**
- 10.1 **The Customer will conform to any statutory enactments and regulations and bye-laws and regulations of local authority or other statutory authorities which apply to the Equipment.**
- 10.2 **The Customer shall not:**
- (a) **overload or overfill the Equipment so that it exceeds the Maximum Weight, or**
- (b) **set fire to the contents of the Equipment, or**
- (c) **interfere with the mechanism of the Equipment, or**
- (d) **add or attach to the Equipment any painting, sign, writing, lettering or advertising.**
- 10.3 **All Equipment provided shall remain the property of Business Waste its agents or subcontractors at all times 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.**
- 10.4 **The Customer has agreed that the Equipment is suitable to contain and transport the Waste in the quantities specified. Business Waste relies on the Customer's advice as to the quantity and weight of Waste involved in the provision of the Service.**
- 11. WASTE**
- 11.1 **The Customer and Business Waste shall each sign a new Transfer Note:**
- (a) **without prejudice to clause 11.3, at any time when there is a change in any of the details set out in section 2 and 3 overleaf, or on any Transfer Note; and/or**
- (b) **before the expiration of twelve months from the Commencement Date or any current Transfer Note.**
- 11.2 **The Customer warrants that the details relating to the Waste (including, for the avoidance of any doubt, those relating to weight and compatibility) contained overleaf in the Transfer Note are true and complete. Business Waste shall rely on these details in the provision of the Service. Business Waste shall be entitled to take samples of the material placed in the Equipment to satisfy itself that the description is accurate prior to the collection and the disposal. Such right shall under no circumstances relieve the Customer of its obligations to describe the Waste accurately.**
- 11.3 **The Customer may not place or cause to be placed in the Equipment any material other than Waste described overleaf or, if such has been signed, in the current Transfer Note.**
- 11.4 **Without prejudice to the generality of the provisions to this clause 11, Business Waste will be entitled to refuse to deal with any material:**
- (a) **which it has reason to believe is toxic, poisonous, explosive, inflammable, or otherwise dangerous; or**
- (b) **the handling of which may cause Business Waste to incur civil or criminal liability; or**
- (c) **which it has reason to believe is or may be Hazardous Waste; or**
- (d) **the disposal of which might involve Business Waste any additional expense or any unreasonable amount of extra work.**
- 11.5 **The Customer agrees to indemnify Business Waste for all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Business Waste arising out of or in connection with the Waste.**
- 12. NAME PLATES**
- The Customer shall not remove, deface, or conceal any name plate or mark indicating that the Equipment is the property of Business Waste, its agent's, or subcontractor's.**
- 13. LIABILITIES OF THE CUSTOMER**
- 13.1 **During the term of this agreement the Customer shall make good to Business Waste all loss or damage to the Equipment other than fair wear and tear.**
- 13.2 **Subject to clause 8, the Customer shall indemnify and hold Business Waste harmless against injury, demands, actions, costs, charges, expenses or liability to any persons or property arising from:**
- (a) **any act omission or negligence of the Customer, its agents or employees, or**

- (b) **the provision of the Service**
- 13.3 **If the Customer requires that the Equipment be placed in a position which requires a Vehicle to leave the public highway, the Customer shall:**
- (a) **indemnify and hold Business Waste, its agents or subcontractors harmless against any loss, damages or expenses which Business Waste, its agents or subcontractors may incur, may suffer or may be liable to as a result of damages to the Vehicle, the Equipment, the property of the Customer or a third party, including damage to the road margin or pavements.**
- (b) **maintain insurance cover in respect of this indemnity and shall at the request of Business Waste provide a copy of the insurance policy as proof of maintaining such cover.**
- 14. TERMINATION**
- 14.1 **Without limiting its other rights or remedies, either party may terminate this agreement on the anniversary of the Agreement Commencement Date by giving the other party two months' written notice.**
- 14.2 **Subject to clause 14.3, in the event the Customer terminates this agreement without providing notice in accordance with clause 14.1, the Customer must pay, for the period (the "**Buy-Out Period**") from the date of such termination to the earliest date on which this agreement could validly have been terminated by notice given in accordance with clause 14.1, either:**
- (a) **where Business Waste collects Waste on scheduled Collection Dates, an amount equal to the aggregate Daily Rental Charge and Collection Charge which would have become payable in respect of the Service during the Buy-Out Period;**
- (b) **where Business Waste collects Waste upon request and the Service has been provided for less than three months, an amount equal to the aggregate Daily Rental Charge and Collection Charge which would have become payable had the collections been made at the Expected Frequency during the Buy-Out Period; or**
- (c) **where Business Waste collects Waste upon request and the Service has been provided for more than three months, an amount equal to the aggregate Daily Rental Charge and Collection Charge which would have become payable had the collections during the Buy-Out Period been made at the greater of (1) the Expected Frequency or (2) the average frequency of collections made during the three months immediately preceding the termination date.**
- 14.3 **Without limiting its other rights or remedies, either party may terminate this agreement with immediate effect by giving written notice to the other party if:**
- (a) **the other party 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 or limited liability partnership) 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 or (being a partnership) has any partner to whom any of the foregoing apply;**
- (b) **the other party 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;**
- (c) **a petition is filed, a notice is given, a resolution is passed, an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for an solvent amalgamation of that other party with one or more other companies or the potential reconstruction of that other party;**
- (d) **the other party (being an individual) is the subject of a bankruptcy petition or order;**
- (e) **a creditor or encumbrancer of the other party 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;**
- (f) **an application is made to 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 other party (being a company);**
- (g) **the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;**
- (h) **a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or**
- (i) **any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3(a) to clause 14.3(f) (inclusive);**
- (j) **the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;**
- (k) **the other party's financial position deteriorates to such an extent that in Business Waste's opinion the Customer's capability to adequately fulfil its obligations under this agreement has been placed in jeopardy; or**
- (l) **the other party (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.**
- 14.4 **Without limiting its other rights or remedies, Business Waste may terminate this agreement with immediate effect:**
- (a) **if the other party commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 21 days of that party being notified in writing to do so; or**
- (b) **if the Customer fails to pay any amount due under this agreement on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.**
- 14.5 **Without limiting its other rights or remedies, Business Waste may suspend provision of the Service under this agreement or any other contract between the Customer and Business Waste if the Customer becomes subject to any of the events listed in clause 14.3(a) to clause 14.3(l), or Business Waste 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 agreement on the due date for payment.**
- 14.6 **If the agreement is terminated under clause 14.4, the Customer shall pay the Charge accrued prior to the termination date, and in addition shall pay to Business Waste, as liquidated damages (which the Customer acknowledges to be a genuine pre-estimate to the likely loss which Business Waste 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 notice given in accordance with clause 14.1, either:**
- (a) **where Business Waste collects Waste on scheduled Collection Dates, an amount equal to 41% of the aggregate Daily Rental Charge and Collection Charge which would have become payable in respect of the Services during the Damages Period;**
- (b) **where Business Waste collects Waste upon request and the Service has been provided for less than three months, an amount equal to 41% of the aggregate Daily Rental Charge and Collection Charge which would have become payable had the collections been made at the Expected Frequency during Damages Period; or**
- (c) **where Business Waste collects Waste upon request and the Service has been provided for more than three months, an amount equal to 41% of the aggregate Daily Rental Charge and Collection Charge which would have become payable had the collections during the Damages Period been made at the greater of (1) the Expected Frequency or (2) the average frequency of collections made during the three months immediately preceding the termination date.**
- 14.7 **Clause 14.2 and clause 14.6 shall remain in full force and effect after termination of this agreement. Termination of this agreement shall be without prejudice to any rights or liabilities of either party which may have accrued to that date.**
- 15. AMENDMENT**
- Business Waste reserve the right to amend this agreement as it considers necessary to comply with the statutory requirements from time to time or any change in legislation governing the collection, transport and disposal of Waste and will notify the Customer of any such amendment as soon as practicable.**
- 16. NOTICES**
- 16.1 **Any proposed acceptance, agreement, authority, permission or notice referred to in this agreement shall be:**
- (a) **in writing; and**
- (b) **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**
- (c) **given by post, facsimile or e-mail and shall be deemed to have been received two Working Days after the date of posting, or on the Working Day after the date of the facsimile transmission or e-mail as the case may be.**
- 17. ENTIRE AGREEMENT**
- 17.1 **This agreement constitutes the entire agreement between the parties and supercedes and extinguishes all previous agreements, promises, assurances, warranties, representations and undertakings between them, whether written or oral, relating to its subject matter.**
- 17.2 **Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.**
- 18. GOVERNING LAW**
- 18.1 **The agreement shall be governed and construed in accordance with the Laws of England and Wales the parties irrevocably submit to the exclusive jurisdiction of the English Courts.**
- 18.2 **Any reference to any Act of Parliament, Regulation or Order shall include any re-enactment, amendment, replacement or modification thereof.**
- 19. FORBEARANCE**
- No time indulgence or relaxation on the part of Business Waste shown or granted in respect of any of the provision of this agreement shall in any way affect, diminish, restrict or prejudice the right of powers Business Waste under this agreement or operate as or be a waiver by breach by the Customer of the terms in this agreement.**
- DEFINITIONS**
- In these conditions the following words and expressions shall have the following meanings:**
- "Annual Duty of Care Charge"** means the amount set out overleaf.
- "Charge"** means the total amount payable for the Service in respect of the Collection Charge, Daily Rental, Delivery Charge and Annual Duty of Care Charge.
- "Charge per Lift"** means the amount per lift for the Collection of Waste set out overleaf.
- "Charge per Tonne"** means the amount per tonne for collection of Waste set out overleaf where appropriate.
- "Collection Dates"** means the dates set out overleaf where appropriate.
- "Collection Site"** means the site or sites further particulars of which are set out overleaf.
- "Commencement Date"** means the date of which both parties sign overleaf.
- "Container"** means the container or containers provided by Business Waste into which the Waste can be placed and stored until collection by Business Waste.
- "Customer"** means the customer further particulars of which are set out overleaf.
- "Daily Rental"** means the amount set out overleaf where appropriate.
- "Delivery Charge"** means the amount set out overleaf where appropriate.
- "Equipment"** means each and every item of waste disposal equipment, including but not limited to the Container, hired out by Business Waste, its agents or subcontractors.
- "Equipment Delivery Date"** means the date set out overleaf which may be subject to change as set out in this agreement.
- "Expected Frequency"** means the frequency at which the Customer will require the collection of the Waste stated overleaf where appropriate.
- "Business Waste"** means Business Waste Limited (company number: 09144664) whose registered office is situated at Artemis House, Eboracum Way, Heworth Green, York YO31 7RE or any of its subsidiary or associate companies as may exist from time to time.
- "Hazardous Waste"** means Hazardous Waste as defined in the Hazardous Waste Regulations 2005.
- "Maximum Weight"** means the maximum weight of Waste each Container can hold, further particulars of which are set out overleaf and in the Transfer Note where appropriate.
- "Relevant Legislation"** means the statute, European Community Directive or the requirement 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 obligated under this agreement.
- "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 Business Waste and the Customer.
- "Site Report"** means the report set out at section 3 overleaf.
- "Transfer Notes"** means the current controlled waste transfer note completed by the Customer and Business Waste pursuant to the provisions of the Environment Protection Act 1990 and regulations made there under which relates to the Waste covered by this agreement.
- "Vehicle"** means each and every vehicle owned or operated by Business Waste, its agents and subcontractors which visits any Collection Site to deliver, empty, replace or remove the Equipment.
- "Waste"** means the waste, further particulars of which are set out overleaf or in any current Transfer Note applicable to this agreement.
- "Working Day"** means a day excluding Saturday, Sunday and days where local holidays do not coincide with public/bank holidays on which banks in London are open for general business.