

CLEANSING SERVICE GROUP LIMITED – TERMS AND CONDITIONS OF SERVICE

PART I

GENERAL

1. No alteration or variation to these Terms and Conditions will be accepted and no other items or conditions whatever are or shall hereafter be included or implied unless they are reduced into writing and are signed by an officer of the Company and a representative of the Customer duly authorised in that behalf.
2. Neither the Company nor the Customer shall have any liability:-
 - (a) For any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power, state of emergency, industrial disputes or force majeure or any eventuality beyond the parties' control.
 - (b) Directly or indirectly caused by or contributed to by or arising from:-
 - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

PART II

COMPANY'S OBLIGATIONS

3. The Company shall use its best endeavours to carry out the service as detailed overleaf. The Company's operators are not authorised to accept any addition, alteration or variation to the service. Units of measurement on which the Company's prices are based or stated overleaf are nominal only and the Company will not accept any liability for or make any refund in respect of any short measurement.
4. The Company shall indemnify the Customer against any loss of or damage to the Customer's property for which the Customer is responsible or any liability for death or personal injury resulting from the negligence of the Company, its servants or agents PROVIDED THAT the Company shall be under no liability whatsoever if in connection with a claim made by the Customer under this Clause, the Customer shall be in breach of any of its obligations under Part III where such breach is a material and contributing cause of the loss, damage or liability giving rise to the claim.
5. The Company shall not incur any further obligations or liability in connection with the service.

PART III

CUSTOMER'S OBLIGATIONS

6. The Customer agrees to the service and shall pay to the Company:-
 - (i) The charges specified overleaf, or the charge in accordance with the current schedule of prices plus disposal charges, or where applicable the charges as agreed in the quotation or other formal agreement between the Company and the Customer
 - (ii) Additional charges as defined in these Terms and Conditions, details of which can be obtained upon application to the Company
 - (iii) Value added tax and/or other payments imposed by or pursuant to statute
 - (iv) All charges on demand unless account facilities have been agreed with the Company prior to the commencement of the service. Where account facilities have been agreed payment will be within the following terms:
Industrial customers – 20th day of the month following month of invoice.
All other customers – 20 days from date of invoice.
 - (v) Interest on all overdue accounts at a rate equivalent to 2% per annum above the minimum lending rate from time to time of HSBC Bank PLC. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
7. The Customer shall not cause the Company to remove, store, carry or dispose of:-
 - (i) Waste which contains substances to which the Hazardous Waste Regulations 2005 apply unless the removal is accompanied by a consignment note as defined under the aforementioned Regulations
 - (ii) Explosive or dangerous materials or any articles or substances likely to cause injury or damage in the course of its removal, storage, carriage or disposal, unless this conditions is specifically excluded by the prior written consent of the Company and signed by an officer of the Company.If the Customer shall be in breach of this Clause the Customer shall indemnify the Company in respect of any loss or damage or any liability arising therefrom.
8. The Customer shall comply with all relevant legislation with regard to the waste that they produce, hold or want to have removed or processed.
9. The Customer shall:-
 - (a) Provide at all times a convenient and unobstructed means of access suitable for use by the Company's vehicles to carry out the service.
 - (b) Obtain permission/s for the Company to enter onto property not belonging to the Customer to carry out the service requested by the Customer, and shall indemnify and hold harmless the Company in respect of any actions arising therefrom other than as provided for in Clause 4 hereof.
 - (c) Pay additional charges arising from any unreasonable delay or interruption in the service caused by the Customer its servants/agents and for any services provided by the Company on any public, statutory or bank holiday, Saturday afternoon, Sunday or at any time outside of normal working hours.
10. The Customer shall provide to the Company within 48 hours of the service details of any complaint or damage caused. Should the Customer fail to notify the Company within the stated period the Company shall have no liability whatsoever.
11. Where the service has been based upon information and/or samples supplied by the Customer, the Company reserves the right to terminate or renegotiate the service and the Customer agrees to pay all costs incurred as a result of providing inaccurate information and/or samples.
12. Where defects are reported in drainage systems or other property for which the Customer is responsible, the Customer undertakes to effect the remedial works necessary to enable the Company to carry out or complete the service and agrees that the Company shall have no liability for the condition of or the repair to the defects, or any incident arising from the Company being prevented from carrying out the whole or part of the service as a consequence of the defects. The customer agrees to pay and the Company reserves the right to charge for:-
 - (i) The quoted or agreed price for the full service in respect of an incomplete service resulting from reported defects
Plus
 - (ii) The quoted or agreed price or such other additional charges as necessary to complete the service.
13. In respect of a container/containers supplied by the Company (and in this connection the definition of a container shall include a skip, tank, vehicle, compactor or receptacle of any type), the Customer agrees:-
 - (a) To obtain where necessary permission from the Highway Authority in accordance with the Highways Act 1980, and will comply with Section 139(4)(a) and (d) thereof and/or any additional conditions imposed by any Highway Authority authorising containers to be placed on the highway. The Company will provide the Customer with instructions as to the use and positioning of warning lights and cones, with which the Customer agrees to comply
 - (b) Not to fill the container higher than level with its sides, and if the container is overloaded or loaded in an unsafe manner, to be responsible for making the container and its load safe for collection and transportation
 - (c) That no fires are to be lit in a container
 - (d) That a container is not to be moved by the Customer from the position of its deposit without the prior consent of the Company
 - (e) To indemnify and hold harmless the Company against all claims, demands or actions howsoever arising in respect of the container or its contents
 - (f) To reimburse the Company with any repair costs arising from damage caused to a container for whatever reason (fair wear and tear expected) during the period commencing from the delivery of a container to the Customer and its removal from the premises of the Customer by the Company
 - (g) To give the Company at least 24 hours notice that a container is ready for collection.
14. **JURISDICTION**
All disputes arising out of or in connection with the service shall be determined according to English Law and in the English Courts.