

**HARGREAVES (UK) SERVICES LIMITED - STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF TRANSPORT SERVICES BY HARGREAVES LOGISTICS (the "Conditions")**

**1 GENERAL**

1.1 These terms and conditions (the/these "**Conditions**") incorporate the Road Haulage Association Limited Conditions of Carriage 2009 (the "**RHA Conditions**"), the Quotation (defined below) and the Acknowledgment of Order (defined below) that together form the contract between the Carrier and the Customer (the "**Contract**"). If there is any conflict or ambiguity between the terms of the documents listed below, then a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:

- a) The Quotation
- b) The Acknowledgment of Order
- c) These Conditions
- d) The RHA Conditions

All words and phrases shall have the meanings given to them in the RHA Conditions or the Quotation unless expressly defined otherwise in these Conditions.

1.2 The "**Carrier**" means Hargreaves (UK) Services Limited (Transport Services Division or Waste Services Division) (Company Number 03735251) of West Terrace, Esh Winning, Durham, DH7 9PT.

1.3 "**Collection Point**" means the point from which the Consignment (as defined by the RHA Conditions) is to be collected by the Carrier as specified in the Quotation, the Order or as otherwise agreed between the parties.

1.4 The "**Customer**" means the Customer as defined by the RHA Conditions.

1.5 "**Delivery Point**" means the point to which the Consignment is to be delivered by the Carrier as specified in the Quotation, the Order or as otherwise agreed between the parties.

1.6 "**Event of Force Majeure**" means an event which is beyond the reasonable control of the Carrier. Without limiting the foregoing, the following events may be regarded as Events of Force Majeure: acts of God, natural disturbances (i.e. an earthquake, serious weather conditions, floods or fires), governmental actions, compliance with any Law or governmental order, rule, regulation or direction, war, civil unrest or commotion, acts of terrorism, malicious damage, explosions, epidemics, accidents, breakdown of plant or machinery, strikes or labour disputes, failure of a utility service or transport network, fuel shortages, fuel embargoes, protests due to fuel shortages or embargoes or events which generally increase the costs of fuel or carriage (or protests about such events).

1.7 "**Hargreaves Group**" means the Carrier and its subsidiaries from time to time and the ultimate holding company (if any) of the Carrier and every other subsidiary of the same ultimate holding company (if any) from time to time (and "holding company" and "subsidiary" shall have the meaning given to them in section 1159 of the Companies Act 2006).

1.8 "**Law**" means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; any exercise of the Royal Prerogative; any enforceable Community right within the meaning of Section 2(1) of the European Communities Act 1972; any applicable guidance, codes of practice, direction, determination, standards or approvals; and any applicable and binding judgment of a relevant court of law, in each case in force from time to time in any relevant jurisdiction.

1.9 "**Order**" means the Customer's written request to the Carrier to supply the services of carriage or its written acceptance of the Quotation.

1.10 "**Personal Data**" has the same meaning as the term 'personal data' under the General Data Protection Regulation ((EU) 2016/679).

1.11 "**Quotation**" means any document setting out the Carrier's quotation for the supply of the services of carriage.

1.12 "**Transit Period**" means the transit period over which the parties agree that the Goods can be delivered as set out in the Quotation or as agreed by the parties from time to time.

**2 APPLICATION OF TERMS**

2.1 Unless otherwise agreed between the parties in writing these Conditions comprise the only terms and conditions on which the Carrier shall do business with the Customer and shall be incorporated into each Contract between the Carrier and the Customer to the entire exclusion of all other terms and conditions.

2.2 No terms or conditions endorsed upon, delivered with or contained in any Order, or any other document sent by the Customer to the Carrier (including any document attached by the Customer to the Order) form part of the Contract. The Customer hereby waives any right which it otherwise might have to rely on such terms and conditions.

2.3 The Contract (incorporating these Conditions, the Quotation, the Acknowledgment of Order and the RHA Conditions) replaces any previous agreement or understanding between the parties and the Customer acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

2.4 Any quotation given by the Carrier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue unless otherwise stated.

**3 CONTRACT**

3.1 The Carrier shall not, subject to clause 3.2 below, incur any contractual liability in respect of any Order unless it is in writing, by post, fax or email and specifies the following:

- 3.1.1 collection and delivery points;
- 3.1.2 the type and quantity of goods or products to be carried (including without limitation whether such goods or products constitute Dangerous Goods and/or Waste);
- 3.1.3 the period of time over which the contract is to run;
- 3.1.4 the agreed rate for the contract; and
- 3.1.5 any restrictions of time, dimension, weight or any other known restriction or occurrence that may affect the performance of the contract,

and is accepted by the Carrier (whether verbally, by fax, email or otherwise) ("**Acknowledgement of Order**").

3.2 Notwithstanding anything else in these Conditions, the Carrier may confirm a verbal Order in writing, by post or fax, providing such confirmation contains all the details referred to in clause 3.1 and such confirmation shall be deemed to be an Acknowledgment of Order for the purposes of these Conditions and shall form part of the Contract between the Carrier and the Customer as if it was a written Order from the Customer.

3.3 This Contract shall commence on the date of the Acknowledgment of Order and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than one month's written notice to terminate, unless otherwise agreed between the parties.

3.4 The Carrier warrants to the Customer that it shall carry out its obligations under the Contract with reasonable skill and care. All warranties, conditions and other terms implied by statute or common law or through trade custom or course of dealing are, to the fullest extent permitted by Law, excluded from the Contract.

3.5 Unless agreed to the contrary, transit of the Consignment shall commence when the Carrier takes possession of the Consignment at the Collection Point and shall end when the Consignment has been delivered during the Transit Period (as extended from time to time in accordance with clause 6 below) to the Delivery Point.

3.6 The Customer shall:

- 3.6.1 co-operate with the Carrier in all matters relating to the services to be provided under the Contract; and

- 3.6.2 provide, in a timely manner, such information as the Carrier may require, and ensure that it is accurate in all material respects.
- 3.7 If the Carrier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Carrier shall:
- 3.7.1 not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
- 3.7.2 be entitled to payment of the price payable under the Contract despite any such prevention or delay; and
- 3.7.3 be entitled to recover any additional costs, charges or losses the Carrier sustains or incurs that arise directly or indirectly from such prevention or delay.

#### 4 PRICE AND PAYMENT

- 4.1 Subject to clauses 4.4, 11.8 and 11.9, the price payable by the Customer shall be the price of the Contract as set out in the Quotation and unless otherwise agreed in writing by the Carrier shall be exclusive of value added tax (if any).
- 4.2 Where a base price is included within a Quotation (**Base Price**), the Customer shall pay the Base Price. If a Base Price is not included in a Quotation, the Customer shall pay the quoted price as stated in the Quotation (**Quoted Price**). The Base Price and the Quoted Price are each quoted exclusive of VAT. The Carrier reserves the right to adjust the Base Price and/or the Quoted Price should the tonnage change from the original quoted.
- 4.3 The price payable by the Customer shall be adjusted by the fuel adjustment mechanism set out in clause 5.
- 4.4 The Carrier reserves the right, by giving notice to the Customer at any time prior to the collection of the Consignment, to increase the price payable under the Contract to reflect any increase in the cost to the Carrier of performing the Contract which is due to any factor beyond its reasonable control, including but not limited to any significant increase in the cost of fuel and/or labour, and/or any alteration to or the enactment of any Laws relating to the carriage of goods by road. Where the Carrier exercises its right to increase the price under this clause 4.4 and the Customer objects to the price increase, the Customer shall have the right to terminate the Contract, provided that the Customer shall have no right to compensation, and the Carrier shall not have any liability to the Customer in any respect, as a result of such termination.
- 4.5 The Customer shall pay the price of the Contract as invoiced within thirty (30) days of the end of the month in which the invoice is issued by the Carrier to the Customer, unless otherwise specified in an Acknowledgement of Order, Quotation or as agreed in writing when the Customer's account was opened. Time for payment is of the essence.
- 4.6 Unless specified by the Carrier, all sums payable shall be calculated and paid in full in £ Sterling.
- 4.7 In addition to its right to charge interest on late payment as set out in the RHA Conditions, where the Customer fails to make payment in accordance with clause 4.5, or the Customer exceeds its authorised credit limit with the Carrier, the Carrier shall be entitled (but shall not be obliged) to do any or a combination of the following:
- 4.7.1 to cancel all or any part of any outstanding Contracts;
- 4.7.2 to refuse to accept any further Orders;
- 4.7.3 to suspend all or part of any Contract (including any Contracts which are outstanding at the time of suspension); and/or
- 4.7.4 to suspend any discounts (if any) it has made available to the Customer.
- 4.8 Where the Carrier elects to pursue one of its rights under clause 4.7, the Carrier shall not be in breach of these Conditions (nor for the avoidance of doubt shall the Carrier have any liability to the Customer for exercising such rights).
- 4.9 Any queries in respect of invoices should be brought to the Carrier's attention within fourteen (14) days of the date of the invoice. Where any dispute arises as to the contents of any invoice, the parties shall enter into good faith discussions to resolve such dispute but, for the avoidance of doubt, the Customer shall not be relieved of its obligation to pay the disputed invoice in full and on time.

- 4.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.11 The Carrier is committed to supporting a sustainable environment and therefore may choose to send invoices for work carried out under the Contract electronically.

#### 5 FUEL ADJUSTMENT

- 5.1 A fuel adjustment will be applied to the Contract on a monthly basis unless otherwise agreed in writing between the parties.
- 5.2 The Base Price shall be increased or decreased by the Percentage Surcharge calculated by reference to the following fuel adjustment mechanism (based on the principle and example):-
- 5.1.1 Principle: Each increase or decrease of £0.01 per litre in the cost of fuel as calculated by reference to the actual average purchase price paid by the Hargreaves' fuel supplier, calculated on a monthly or quarterly basis (the "Average Fuel Price"), will trigger an increase of 0.35% in the Base Price (the "Percentage Surcharge").
- 5.1.2 Example (by way of example only):-  
The Average Purchase Price is £1.20 per litre;  
The Base Price for fuel is set at £1.15 per litre; and  
The variance (the "Variance") in the Base Price is therefore +£0.05 per litre,  
Then:-  
The Average Fuel Price (£1.20) less Base Price (£1.15)  
= Variance (£0.05) ÷ Base Price (£1.15) x 35% =  
Percentage surcharge (1.52%).

#### 6 CANCELLATION AND LATE DELIVERY

- 6.1 Where the Carrier is unable to collect the Consignment from the Collection Point on the scheduled date for collection or otherwise provide the transit arrangements contemplated under the Contract then:-
- 6.1.1 if the delayed collection is caused by events, circumstances or causes beyond the Carrier's reasonable control, the Carrier shall be entitled to notify the Customer in writing (including email) or by telephone to that effect at any time;
- 6.1.2 if the delayed collection is caused by events, circumstances or causes within the Carrier's reasonable control, the Carrier shall be entitled to notify the Customer in writing (including by email) or by telephone to that effect within twenty-four (24) hours prior to the scheduled date for commencement of the Transit Period;  
and in either case, unless an amended date for the collection of the Consignment can be agreed between the parties, the Contract shall terminate with immediate effect on the Carrier giving the Customer such notice and the Carrier shall not be liable for any losses (including any consequential losses or associated charges) howsoever arising from any delay in performing or failure to perform any obligations under the Contract.
- 6.2 In circumstances where the Carrier takes possession of the Consignment at the Collection Point and it is unable for whatever reason to deliver the Consignment to the Delivery Point within the Transit Period or within a reasonable period thereafter then provided that the Carrier notifies the Customer by telephone to that effect within 24 hours of such difficulty arising the Carrier shall discuss in good faith and do whatever is reasonable (including extending the Transit Period) to effect delivery of the Consignment and the Carrier shall not be liable (including for any consequential losses or associated charges) for such late delivery.
- 6.3 Time is not of the essence in relation to the services to be performed by the Carrier under this Contract.
- 6.4 The Carrier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 6.4.1 loss of profits;
- 6.4.2 loss of sales or business;
- 6.4.3 loss of agreements or contracts;
- 6.4.4 loss of anticipated savings;
- 6.4.5 loss of use or corruption of software, data or information;

- 6.4.6 loss of or damage to goodwill; and
- 6.4.7 any indirect or consequential loss.

## 7 FORCE MAJEURE

- 7.1 Save where otherwise provided for in these Conditions, the Carrier shall not be liable to the Customer for any total or partial failure or delay in fulfilling its obligations under the Contract where such delay or failure is due to an Event of Force Majeure, and performance shall be suspended until the Event of Force Majeure has passed.
- 7.2 If the Carrier is prevented from performing its obligations under the Contract for a period of more than fourteen (14) days in respect of any individual Event of Force Majeure or thirty (30) days in aggregate during the continuation in force of the Contract the Carrier, without prejudice to any other rights it may have, may (but shall not be obliged to) terminate the Contract (without liability or payment of compensation to the Customer (including but not limited to payments for loss of profit or goodwill) in respect of the Event of Force Majeure).

## 8 WAIVER AND VARIATION

- 8.1 Once the Carrier has accepted the Customer's Order under clause 3.1, the Customer may not vary the Order without the Carrier's express written consent. The Carrier reserves the right to charge the Customer for any extra work or expense incurred as a result of any agreed variation.
- 8.2 Subject to clause 8.4, no variation of these Conditions (or to any Contract made pursuant to these Conditions) shall be binding upon the parties unless the same shall be in writing and such variation shall be particular to the circumstances mentioned by such writing and shall not be regarded as a general variation.
- 8.3 The failure of either party to insist upon strict performance of any provision of these Conditions (or to any Contract made pursuant to these Conditions), or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Conditions (or to any Contract made pursuant to these Conditions).
- 8.4 Notwithstanding the provisions of this clause 8, the Carrier reserves the right to either terminate the Contract or re-negotiate the terms of the Contract with the Customer if the Carrier considers that legislative changes, compulsorily applied (including, without limitation, revisions to working time guidelines) render the terms of the Contract incompatible with such changes, commercially unacceptable, or illegal.

## 9 UNREASONABLE DETENTION

- 9.1 Time spent by the Carrier's bulk articulated vehicles at either the loading or unloading point in excess of sixty (60) minutes shall be regarded as an unreasonable delay and, unless any other waiting period has previously been agreed, shall, at the discretion of the Carrier, be subject to an additional charge of £40 per hour or part thereof.
- 9.2 Time spent by the Carrier's bulk rigid vehicles at either the loading or unloading point in excess of thirty (30) minutes shall be regarded as an unreasonable delay and, unless any other waiting period has previously been agreed, shall at the discretion of the Carrier, be subject to an additional charge of £50 per hour or part thereof that the Carrier's vehicle is delayed.
- 9.3 The Carrier also reserves the right to recover from the Customer on a full indemnity basis any reasonable costs incurred in the event of an abortive or diverted load.

## 10 DANGEROUS GOODS

- 10.1 In addition to the provisions of the RHA Conditions, where the Contract is for the carriage of any Dangerous Goods (as defined by the RHA Conditions) the Customer shall:
  - 10.1.1 provide to the Carrier full, precise and accurate information as to the nature and quantity of the Dangerous Goods to be carried together with any other information, documentation and assistance as the Carrier may reasonably request in connection with the carriage of the Dangerous Goods;
  - 10.1.2 ensure that the Dangerous Goods are classified, packaged, marked, labelled and documented in

accordance with all applicable Laws before leaving the Collection Point; and

- 10.1.3 comply at all times and in all respects with all applicable Laws in relation to the Dangerous Goods.
- 10.2 The Customer shall indemnify and keep indemnified the Carrier for and against all and any losses, damages, liabilities, claims, fines, penalties, costs and expenses (including legal fees and disbursements) whatsoever or howsoever caused or arising out of any failure by the Customer to meet its obligations under clause 10.1 and/or as a result of the Carrier following any instructions given by the Customer in relation to the Dangerous Goods.
- 10.3 For the avoidance of doubt where the Customer fails to comply with its obligations under clause 10.1 the Carrier shall be entitled to delay performance of its obligations without liability until the Customer so complies.

## 11 WASTE

- 11.1 Where the Contract is for the carriage of any "Waste" (which shall have the same meaning as "Waste" in the Waste Framework Directive 2008 (Directive 2008/98/EC) as amended from time to time and shall for the avoidance of doubt include "muck" and "soil"), the provisions of this clause 11 shall apply.
- 11.2 The Customer warrants and represents to the Carrier (on an ongoing basis) that it shall:
  - 11.2.1 provide to the Carrier full, precise and accurate information and analysis as to the nature, make up and quantity of the Waste to be carried together with any other information, documentation and assistance as the Carrier may reasonably request in connection with the carriage of the Waste;
  - 11.2.2 ensure that the Waste is correctly classified, packaged, marked, labelled and documented in accordance with all applicable Law before leaving the Collection Point;
  - 11.2.3 comply with the Waste Duty of Care Code of Practice issued pursuant to the Environmental Protection Act 1990 (as amended from time to time) and all other applicable Law in relation to the Waste, and in particular shall ensure that waste transfer notes, consignment notes, the Carrier's written declaration of the applicable European Waste Catalogue codes (the "EWC Codes") (whether contained in a "waste producer declaration form" or otherwise) and/or any other required documents are fully and accurately completed and provided to the Carrier on the collection and delivery of the Waste;
  - 11.2.4 (where the Customer specifies the relevant Delivery Point to be used by the Carrier) ensure that the Delivery Point is authorised to accept delivery of the Waste from the Carrier and provides all necessary documentation to demonstrate this fact to the Carrier's reasonable satisfaction; and
  - 11.2.5 ensure that true, accurate and complete EWC Codes are applied to the Consignment and that such EWC Codes are consistent with the EWC Codes accepted at the relevant Delivery Point.
- 11.3 In the event that the Delivery Point refuses to accept delivery of the Consignment for any reason, the Customer agrees that the Consignment is to be returned to the Collection Point at which point delivery will have been deemed completed. The Customer shall be liable to reimburse the Carrier (upon demand) for any additional costs incurred by the Carrier in returning the Consignment to the Collection Point following a refusal by a Delivery Point to accept delivery of the Consignment. Furthermore, if a Delivery Point notifies the Carrier that it will not accept any further Consignments at the Delivery Point, then the Carrier shall be entitled (in its sole discretion) to either terminate the Contract immediately upon giving notice in writing to the Customer and the Carrier shall have no further obligation or liability to the Customer; or change the Delivery Point to which the Consignments are to be delivered, subject to the Customer agreeing to pay any additional costs that may be payable at the new Delivery Point in respect of such Consignments.
- 11.4 The Customer shall indemnify and keep indemnified the Carrier (in full and on demand) from and against all and any losses,

- damages, liabilities, claims, fines, penalties, costs and expenses (including legal fees and disbursements) whatsoever or howsoever caused or arising out of any failure by the Customer to meet its obligations under clause 11.2 (including without limitation any and all costs of storing and/or disposing of the Waste where the Carrier is unable to deliver the Consignment to the Delivery Point for any reason whatsoever) and/or as a result of the Carrier following any instructions given by the Customer in relation to the Waste (including, without limitation, in circumstances where the Customer provides false, inaccurate and/or incomplete EWC Codes in respect of the Waste).
- 11.5 For the avoidance of doubt where the Customer fails to comply with its obligations under clause 11.2 the Carrier shall be entitled to delay performance of its obligations without liability until the Customer so complies. Further, any breach by the Customer of clause 11.2 shall be deemed to be a "**material breach**" which is incapable of remedy for the purposes of clause 18.1.1.
- 11.6 The Customer acknowledges and agrees that the Carrier's decision to accept the Order is based on the information and material analysis supplied to the Carrier by the Customer and that the Carrier has placed reliance upon this information in entering into the relevant Contract with the Customer. Any Quotation given by the Carrier in respect of the carriage of Waste is subject to the Carrier's receipt of a completed "waste producer declaration form" and/or written declaration of the applicable EWC Codes of the Waste.
- 11.7 Any opinions expressed by the Carrier's employees, agents or sub-contractors as to the classification of any materials as hazardous, non-hazardous or inert are given in good faith based on the hazardous waste regulations and supporting literature, however no reliance should be placed on any such representations by the Customer. It is the responsibility of the waste producer to verify the classification of the materials to its own satisfaction.
- 11.8 The Customer acknowledges and agrees that it shall be responsible for any and all taxes, duties, and/or levies, including without limitation any landfill taxes, that are or become payable in relation to the carriage and/or disposal of Waste by the Carrier under a Contract. Any taxes, duties, and/or levies, including without limitation any landfill taxes included in a Quotation are estimates only and are provided solely for information purposes. Such taxes, duties and levies may be subject to change during the course of the Contract and the Customer acknowledges that it shall remain liable for these at all times.
- 11.9 The Customer acknowledges and agrees that, where the Contract relates to the carriage of Waste, the Quotation provided by the Carrier may be based on the costs to the Carrier of disposing of such Waste at the relevant Delivery Point. In the event the costs of disposing of Waste at a Delivery Point change the Carrier reserves the right, by giving written notice to the Customer, to: (i) amend the Quotation provided to the Customer to reflect the new costs of disposing of the Waste; and (ii) amend any existing Contract to reflect the new costs of disposing of the Waste. Where the Carrier exercises its right to amend the price under this clause 11.9 and the Customer objects to the price amendment, the Customer shall have the right to terminate the Contract, provided that the Customer shall have no right to compensation, and the Carrier shall not have any liability to the Customer in any respect, as a result of such termination. If the Customer agrees to the amendment to the prices in accordance with this clause 11.9, or fails to notify the Carrier of its objection to the price amendment prior to the Carrier undertaking any further collections of Waste from the Collection Point, then the amended prices shall be deemed to apply to all future Consignments collected from the Customer that are to be subject to disposal at the relevant Delivery Point.
- 11.10 Without prejudice to the generality of clause 11.4, the Customer shall indemnify and keep indemnified the Carrier (in full and on demand) from and against any and all taxes, duties, and/or levies, including without limitation any landfill tax, that are paid or are payable by the Carrier (whether at the point of disposal or at any time thereafter) as a result of performing a Contract. The Customer shall further indemnify the Carrier against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Carrier in connection with or in consequence of any such taxes, duties, and/or levies being paid or payable by the Carrier.
- 11.11 Where the Quotation specifies that the Contract is "Waste Carriage Only" then:
- 11.11.1 the Customer acknowledges and agrees that the Carrier shall not be responsible for, and shall have no obligation or liability to the Customer in respect of, the disposal of the Waste at the Delivery Point; and
- 11.11.2 the Customer shall indemnify and keep indemnified the Carrier (in full and on demand) from and against all and any losses, damages, liabilities, claims, fines, penalties, costs and expenses (including legal fees and disbursements), whatsoever or howsoever caused or arising out of the disposal of the Waste at the Delivery Point by any third party nominated by the Customer.
- ## 12 SEVERABILITY
- 12.1 If any wording of any provision of the Contract is held invalid, illegal, unenforceable or unreasonable for any reason by any court of competent jurisdiction, such wording shall be severed and the remainder of the provision and the other provisions herein shall continue in full force and effect as if the Contract had been completed with the invalid, illegal, unenforceable or unreasonable wording eliminated.
- 12.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Carrier and the Customer shall immediately commence good faith negotiations to remedy such invalidity.
- ## 13 INTELLECTUAL PROPERTY
- 13.1 Where the Customer (or any third party acting on the Customer's behalf) permits the Carrier to use any trade marks, trade names, logos, liveries or any other materials in connection with the performance of the Contract, the Customer warrants, represents and undertakes that it (or the relevant third party) has all the necessary rights to do so.
- 13.2 The Customer shall indemnify and keep indemnified the Carrier for and against any and all losses, damages, liabilities, claims, costs and expenses (including legal fees and disbursements) whatsoever or howsoever caused or arising out of any claim that the Carrier's use of such materials infringes the intellectual property or any other rights of any third party.
- ## 14 THIRD PARTY RIGHTS
- 14.1 Other than members of the Hargreaves Group, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 14.2 The Carrier may perform any of its obligations or exercise any of its rights hereunder through any member of the Hargreaves Group.
- 14.3 Notwithstanding that members of the Hargreaves Group shall be entitled to enforce certain rights under this Contract which have been given for their benefit, the parties to this Contract may enter into any agreement or arrangement varying or amending any of the terms of this Contract, or compromising or settling any claim under this Contract (including in respect of such rights), without reference to the interests of, or the consent of, the other members of the Hargreaves Group not party to this Contract.
- ## 15 DOCUMENT STORAGE
- The Carrier may store copies of documentation relating to transactions under a Contract formed under these Conditions in secure electronic form, and the Customer agrees that such electronic copies shall be admissible in Court.
- ## 16 DATA PROTECTION
- The Customer warrants to the Carrier that to the extent it processes any Personal Data in connection with the provision of this Contract, it shall comply with the provisions of the General Data Protection Regulation ((EU) 2016/679 (the "GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK and, as relevant, any successor legislation to the GDPR.

## **17 CONFIDENTIALITY**

- 17.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted under clause 17.2. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- 17.2 Each party may disclose the other party's confidential information:
- 17.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17; and
- 17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.

## **18 TERMINATION**

- 18.1 In addition to the grounds for termination set out in the RHA Conditions, the Carrier shall be entitled to terminate any Contract formed under these Conditions forthwith without liability, if:
- 18.1.1 the Customer is in material or persistent breach of the Contract and, if the breach is capable of remedy, the Customer has failed to remedy such breach within thirty (30) days of receipt of notice to do so; or
- 18.1.2 any distress or execution is levied on the Customer's property or if the Customer has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, becomes insolvent, compounds or makes any arrangement with its creditors, commits any act of bankruptcy, is wound up or goes into liquidation, or if the Customer suffers any analogous proceedings under foreign law; or
- 18.1.3 the Carrier is unable to obtain suitable credit insurance on a commercially acceptable level in respect of the

Customer, or where suitable credit insurance is in place, if it is withdrawn, reduced, or becomes subject to terms that are commercially unacceptable to the Carrier.

- 18.2 On termination of this Contract for whatever reason:
- 18.2.1 the Customer shall immediately pay to the Carrier all of the Carrier's outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, the Carrier may submit an invoice, which shall be payable immediately on receipt;
- 18.2.2 termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination; and
- 18.2.3 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## **19 TITLE**

- 19.1 The parties agree that title to the goods or products to be carried (including (but not limited to) Waste) shall at all times remain with the Customer. Ownership of the goods or products being carried shall at no point pass to the Carrier.

## **20 ASSIGNMENT**

- 20.1 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the Carrier's prior written consent.
- 20.2 The Carrier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Contract.

## **21 GOVERNING LAW AND JURISDICTION**

The Contract, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in all respects in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction in all matters relating to the Contract (whether of a contractual or tortious nature or otherwise).

**October 2018**