

VELORIM GENERAL CONDITIONS FOR THE REMOVAL OF WASTE

DEFINITIONS In these Conditions the following words and expressions shall have the following meanings:

- Agreement means any Agreement whether or not in writing between the Customer and Velorim for the provision of the Service into which these General Conditions are incorporated.
- Charge means each and any charge payable by the Customer to Velorim under the Agreement or the aggregate of all Charges (as the context requires)
- Collection Site means the site or sites further particulars of which are set out in the Agreement or the Transfer Note
- Commencement Date means the date that the Equipment is delivered to the Collection Site
- Customer means the supplier of Waste as described in the Agreement or the Transfer Note
- Disposal Site means any site or sites for the disposal of Waste details of which are set out in the Agreement or a Transfer Note
- Duty of Care Charge means any environmental administration charge or duty of care charge levied by Velorim from time to time in accordance with the Agreement
- Equipment means each and every item of waste disposal equipment provided by Velorim to the Customer, including bags, sacks, cages, roller dollies and boxes.
- Initial Period means the period during which the Agreement may not be terminated which runs from the date that the Agreement is signed by the Customer
- Relevant Legislation means any statute, directive or the requirements 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 obligations under the Agreement
- Service means the provision of Equipment and a Transfer Note (and/or any other document required for the lawful storage, collection, transportation and disposal of Waste), collection of Waste, transport of Waste and the disposal of Waste as agreed between Velorim and the Customer or as described in the Agreement
- Term means the Initial Period and the period thereafter until the date when the Agreement is terminated under clause 14 other than in relation to a single collection when Term shall mean the period from the date of signature of the Agreement by the Customer to the date on which the Service is performed or paid for in full (whichever is the latter)
- Transfer Note means the current controlled waste description and transfer note completed by the Customer and Velorim pursuant to the provisions of the Environmental Protection Act 1990 and regulations made thereunder which relates to the Waste covered by the Agreement
- Transgression means any single breach of the Agreement, tort or other act, default, omission or statement of Velorim its employees, agents or sub-contractors in respect of which Velorim is held liable to by the Customer
- Vehicle means each and every vehicle owned or operated by Velorim, its agents or subcontractors which visits any Collection Site to deliver, empty, replace or remove Equipment
- Velorim means Velorim Limited or any of its subsidiary or associate companies
- Waste means scrap bicycle tyres and bicycle inner tubes having had their valves already removed, in respect of which Velorim is to provide the Service
- Working Day means a day (excluding Saturday and days where local holidays do not coincide with public/bank holidays) on which banks in London are open for general business

1 GENERAL

- 1.1 These conditions apply to all Agreements for the supply of the Service by Velorim and supersede any previous terms and conditions. No additions or modifications to or terms inconsistent with these General Conditions shall be binding upon Velorim unless specifically agreed in writing by Velorim.
 - 1.2 Velorim may require a credit application from the Customer and in processing the credit application the Customer consents to Velorim making use of credit reference agencies or other sources, who may keep a record of Velorim's enquiry, and that Velorim may use any information obtained for the purpose of risk assessment, fraud prevention and for occasional debt recovery. In the event that a Credit Application is rejected or qualified in a manner unacceptable to Velorim the Agreement shall be void and the Customer shall have no claim against Velorim in relation to it
 - 1.3 The rights and obligations of the Customer under this the Agreement shall be personal and shall not be assignable without the express consent of Velorim.
 - 1.4 A person who is not a party to the Agreement shall not have any rights under or in connection with it.
 - 1.5 If there is any conflict or ambiguity between these General Conditions and the terms and conditions of the Agreement, the terms and conditions set out in the Agreement shall prevail.
- ## 2 DURATION AND EXCLUSIVITY
- 2.1 The Agreement shall commence on the Commencement Date and shall continue unless and until terminated in accordance with the Agreement or these General Conditions.
 - 2.2 Unless stated otherwise in the Agreement, during the Term the Customer shall not obtain the Service or services substantially similar to the Service from any third party.
 - 2.3 In entering into this Agreement, the Customer agrees that Velorim shall be the exclusive collector of the types of Waste they have indicated on the form.
 - 2.4 If the Customer is found to be utilising an alternative service provider for the Waste then Velorim shall be entitled to charge, and the Customer shall be liable to pay, a sum equal to the prevailing collection fee multiplied by the number of month remaining in the agreement divided by 3 (i.e. the number of remaining 3-monthly collections).

3 PRICE AND PAYMENT TERMS

- 3.1 The Charge will be calculated on the basis set out in the Agreement. The amounts stated in the Agreement are exclusive of VAT and the Customer shall pay all sums due in respect of VAT in accordance with the invoice for the Service.
 - 3.2 Unless otherwise stated in the Agreement, all payments for the Service shall be due and payable no later than 14 days from the date of invoice.
 - 3.3 A late payment charge of £10 will be applied to all payments the remain unpaid 30 days after the due date i.e., 44 days from the date of invoice.
 - 3.4 Any sums, which are not paid by the due date will attract Statutory Interest at the rate dictated by the Late Payment of Commercial Debts (Interest) Act 1998.
 - 3.5 Without prejudice to Velorim's other rights in respect thereof, if the Customer defaults in payment by the due date of any amount invoiced for the Service, Velorim shall be entitled to withhold further performance of the Service under the Agreement until all arrears have been discharged by the Customer.
 - 3.6 The Customer shall not be entitled to dispute any payment due or made. The Customer agrees that Velorim's records will be proof of the Service provided.
 - 3.7 Without prejudice to any other rights of Velorim, if there is or there arises reason to doubt that amounts due from the Customer will be paid in full then Velorim reserves the right to require payment in advance before commencing or continuing the Service or, at its sole option, to terminate the Agreement forthwith.
 - 3.8 Velorim shall be entitled to offset any amount owed by Velorim to the Customer under the Agreement against any amount owed by the Customer to Velorim under the Agreement.
 - 3.9 Velorim may increase the Charge at any time to take account of any variation in Velorim's costs including (but not limited to) variations in wages, disposal costs, administration costs, cost of materials and Equipment, fuel costs, taxes, duties and cost of compliance with Relevant Legislation. Velorim shall endeavour to give the Customer not less than one calendar month notice of any such variation of the Charge but notwithstanding this the Customer shall be liable to pay any increase from the date specified in the notice.
 - 3.10 Should an increase in the Charge be applied under clause 3.9 and that increase exceed 15% in any one calendar year then the Customer shall have the option to Terminate the agreement. In order to Terminate the Agreement under this condition the Customer must give notice to Terminate within one calendar month of the date of the increase.
 - 3.11 Velorim may charge and the Customer shall pay to Velorim the annual Duty of Care Charge.
 - 3.12 Velorim may, at any time, require the Customer to pay a security deposit in relation to any item of Equipment. Velorim may use the security deposit to pay outstanding Charges or other charges under the Agreement.
- ## 4 DELIVERY ACCESS UNLOADING AND RETURN
- 4.1 Velorim shall deliver Equipment to the Collection Site in the quantity specified in the Agreement. The Customer is responsible for instructing Velorim where to deliver or collect all Equipment at the Collection Site. Unless otherwise agreed, Velorim shall not be obliged to deliver the Equipment to any location other than directly off a public highway and the Customer shall indemnify and hold Velorim harmless from and against any costs, losses, expenses, fines, penalties or other liabilities which may be incurred by Velorim as a result of the location of the Equipment at the Collection Site.
 - 4.2 The Charge for delivery of the Equipment and initial setup is indicated in the Agreement.
 - 4.3 The Customer shall provide safe and appropriate access to the Collection Site, a suitable area for siting the Equipment and access to move the Equipment to a place suitable for collection by the Vehicle.
 - 4.4 The driver of the Vehicle may in his absolute discretion refuse to deliver any Equipment if he believes that access to the Collection Site is unsafe or likely to cause damage to the Vehicle or if there is any reason to believe that the proposed area for siting the Equipment is unsuitable.
 - 4.5 Subject to condition 8.2, the Customer shall be responsible for the safety of any person (including the employees and agents of Velorim) whilst on or about the Collection Site.
 - 4.6 If, as a result of an act or omission of the Customer, Velorim is prevented from collecting or delivering Equipment within 20 minutes of arrival at the Collection Site, Velorim may charge the Customer for waiting time at its standard rate.
 - 4.7 If, following delivery of any Equipment by Velorim, Velorim agrees (following a request by the Customer) to attend the Collection Site to re-locate the Equipment, Velorim may charge the Customer at its delivery charge rate.
- ## 5 PERFORMANCE DATES AND FORCE MAJEURE
- 5.1 Velorim shall have no liability for any delay or variability in the provision of the Service caused directly or indirectly by vehicle scheduling, vehicle breakdown or unavailability of Equipment or Vehicles or inability to obtain labour or any other cause beyond Velorim's reasonable control, and shall therefore not entitle the Customer to rescind the Agreement.
- ## 6 CHANGES IN CUSTOMER REQUIREMENTS
- 6.1 If the Customer's requirements for the Service shall at any time change and such changes are agreed between the Customer and Velorim then the provisions of the Agreement shall apply to the Services as amended.
- ## 7 RISK
- Risk of any loss (including but not limited to theft) or damage to the Equipment shall pass to and remain with the Customer from the time when the Equipment first arrives at the Collection Site, except where the loss or damage arises from the negligence or wilful default of Velorim, its employees, agents or subcontractors.
- ## 8 TERMS AND REPRESENTATIONS
- These conditions set out the Customer's rights in respect of any loss or damage caused by the provision of the Service or any statements made by Velorim, its employees or agents. Customers are advised to read these provisions carefully and to check that they are adequately insured against any loss or damage that they may

- sustain in respect of which the potential liability of Velorim is or may be restricted or excluded hereunder.
- 8.1 Velorim accepts liability for death or personal injury to the extent that it results from negligence of Velorim, its employees or agents and further accepts liability for any breach on the part of Velorim of any condition or warranty as to title and quiet possession which may be implied by Section 7 of the Supply of Goods and Services Act 1982. Nothing in the Agreement shall have the effect of limiting or excluding any liability for fraud.
- 8.2 Subject to condition 8.4, Velorim also accepts liability for any other direct loss or damage (but not any indirect or consequential loss, including (but not limited to) loss of profits, production, business or reputation or any loss caused to a third party) in relation to the Equipment, the Service or items belonging to the Customer, its employees or agents (including personal effects) to the extent that it results from:
- 8.2.1 a breach by Velorim of any of the express provisions of the Agreement; or
- 8.2.2 the negligence of Velorim, its employees or agents, and does not result from (and to the extent that it is not contributed to by) the act, omission or negligence of the Customer, its employees or agents and so that Velorim shall not otherwise be liable for any defect in the Equipment or loss, damage, nuisance or interference whatsoever caused by or in relation to the Equipment, the Service or items belonging to the Customer, its employees, or agents (including personal effects) and the same shall be the liability of the Customer.
- 8.3 Velorim's total liability (including for related costs, fees and expenses) in respect of any one Transgression (except one giving rise to the liability referred to in condition 8.2) or series of related Transgressions shall be limited to £5,000.
- 8.4 If any exclusion or limitation of liability or any other provision contained in this condition 8 or otherwise contained in the Agreement is held to be unlawful, it shall to that extent be deemed omitted, but if Velorim thereby becomes liable for any defect or loss, damage or nuisance which would have otherwise been excluded such liability shall be subject to the other exclusions, limitations or provisions set out in the Agreement.
- 9 EMPTYING REPLACEMENT AND REMOVAL
- 9.1 The Customer shall at all times allow Velorim, its employees, its 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. In the event that Velorim cannot access the Equipment within 20 minutes of arrival at the Collection Site the Customer shall pay to Velorim a wasted journey cost equal to 50% of the charge per lift.
- 9.2 All Waste deposited in the Equipment shall become the property of Velorim from the time when Velorim empties it at the Disposal Site or replaces the Equipment PROVIDED THAT this condition shall not absolve the Customer from any liability or responsibility in relation to the Waste.
- 10 EQUIPMENT
- 10.1 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) except to the extent that the Customer has notified Velorim to the contrary within three working days of acceptance of the Equipment at the Site.
- 10.2 The Customer will conform with any statutory enactments and regulations and byelaws and regulations of local or other statutory authorities, which apply to the Equipment.
- 10.3 The Customer shall not:
- 10.3.1 overload or overfill the Equipment, that being Inner Tube boxes must not exceed 20kg, Tyre bags must not exceed 17kg, Tyre cages must not be filled higher than the upper of the cage; or
- 10.3.2 set fire to the contents of the Equipment; or
- 10.3.3 interfere with the mechanism of the Equipment; or
- 10.3.4 add or attach to the Equipment any painting, sign, writing, lettering or advertising.
- 10.4 All Equipment provided shall remain the property of Velorim 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.
- 10.5 The Customer shall take reasonable care to keep the Equipment clean and in good condition.
- 10.6 The Customer has agreed that the Equipment is suitable to contain and transport the Waste in the quantities specified. Velorim relies on the Customer's good practice to not overload the Equipment or Waste involved in the provision of the Service.
- 10.7 Overfilled or damaged Equipment will incur a surcharge equal to the cost of repair or recovery plus £20 per item.
- 10.8 Velorim may, at any time, change the type of Equipment provided to the Customer by replacing it with a reasonable alternative.
- 11 WASTE
- 11.1 The Customer warrants that the details relating to the Waste contained in the Agreement or in any Transfer Note are and will be true and complete. Velorim relies on those details in the provision of the Service.
- 11.2 The Customer may not place or cause to be placed in the Equipment any material other than Waste described in the Agreement and Velorim reserves the right to refuse to collect such waste.
- 11.3 The Customer agrees to place within the Equipment the type of Waste specified for that Equipment. Mis-segregated Waste will incur the cost of a Repacking Fee.
- 11.4 Failure to remove valves will incur a Reprocessing Fee equal to 20p per inner tube.
- 11.5 Velorim shall be entitled to reject and return Waste placed in the Equipment contrary to that described in the Agreement and to charge the Customer a Returned Waste Fee.
- 12 DISPOSAL
- Velorim will use all reasonable endeavours to satisfy itself that any Disposal Site at which the Waste is disposed of is operated in accordance with statutory requirements where such Disposal Site is not operated by Velorim. However, Velorim accepts no liability for any third parties' acts or omissions in relation to the operation of a Disposal Site.
- 13 LIABILITIES OF THE CUSTOMER
- 13.1 During the Term the Customer shall make good to Velorim all loss of or damage to the Equipment (fair wear and tear excepted).
- 13.2 Subject to condition 8, the Customer shall indemnify and hold Velorim harmless against any injury, demands action, costs, charges, expenses, loss, damage, or liability to any persons or property arising from:
- 13.2.1 any act, omission or negligence of the Customer its agents or employees; or
- 13.2.2 the provision of the Service.
- 13.3 If the Customer requests that the Equipment be placed in a position which requires the Vehicle to leave the public highway the Customer shall indemnify and hold Velorim harmless against any loss, costs, claims, damages or expenses which Velorim may thereby incur whether as a result of damage to the Vehicle, the Equipment, the property of the Customer or a third-party including damage to the road margin or pavements.
- 13.4 The Customer shall maintain insurance cover in respect of its liability under the Agreement and shall at the request of Velorim provide a copy of the insurance policy as proof of maintaining such cover.
- 14 TERMINATION
- 14.1 If the Customer commits any breach of the Agreement Velorim may, in addition to its other rights in respect thereof, give notice to the Customer to terminate the Agreement immediately or, at the sole option of Velorim, after 14 days from the date of such notice if the Customer shall not have remedied the breach to Velorim's satisfaction during that time.
- 14.2 If the Customer shall have a receiver, an administrator or an administrative receiver appointed for the whole or any part of its assets or if an order shall be made or a resolution passed for its winding-up (unless this is for the purpose of its reconstruction or amalgamation) or if it ceases to trade or has its credit insurance removed then the Agreement shall terminate forthwith.
- 14.3 Either party may terminate the Agreement by the service of notice, which must be of not less than three months' duration and not more than six months duration, must be expressed to expire on the date which is any anniversary of the Commencement Date which falls outside of the Initial Period and must be given in the manner set out in condition 17.
- 14.4 If the Customer terminates the Agreement other than under condition 14.3 or condition 3.10 or, if Velorim elects to terminate the Agreement under condition 14.1 or the Agreement is terminated under condition 14.2 the Customer shall pay all Charges accrued due and, in addition, shall pay to Velorim as liquidated damages (and the Customer acknowledges this to be a genuine pre-estimate of the likely loss which Velorim would incur in such event) for the period (the "Damages Period") from the date of such termination to the earliest date on which the Agreement could validly be terminated by a notice given in accordance with condition 14.3, an amount equal to 50% of the aggregate Charges which would have been payable in respect of the Service during the Damages Period
- 14.5 Termination of the Agreement shall be without prejudice to any rights or liabilities of either party which may have accrued to that date.
- 15 AMENDMENT
- Velorim reserves the right to amend the Agreement and these General Conditions as it considers necessary to comply with statutory requirements from time to time or any change in legislation governing the collection, transport and disposal of Waste and will notify any such amendment to the Customer as soon as practicable.
- 16 NOTICES
- 16.1 Any proposal, acceptance, agreement, authority, permission or notice referred to in the Agreement or these General Conditions shall be given in writing to the party for whom it is intended at the address for that party as set out in the Agreement or such address as is notified to the other party for that purpose and shall be deemed to have been received two Working Days after the date of posting.
- 17 GOVERNING LAW
- 17.1 The Agreement shall be governed by and construed in accordance with the Laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.
- 17.2 Any reference to any Act of Parliament Regulation or Order shall include any re-enactment, amendment, replacement or modification thereof.
- 18 FOREBEARANCE
- No time indulgence or relaxation on the part of Velorim shown or granted in respect of any of the provisions of the Agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of Velorim under the Agreement or operate as or be a waiver of any breach by the Customer of the terms of the Agreement.
- 19 SEVERANCE
- 19.1 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.