stadia group

Terms & conditions

Waste management

1. DURATION

1.1. The agreement shall commence on the Start Date for the Initial Period and shall continue thereafter from year to year unless and until terminated in accordance with the provisions of clause 10.

1.2. The Services shall commence with effect from the date agreed between the parties.

1.3. Unless stated otherwise in this agreement during the subsistence of this agreement The Customer shall not obtain the Services or services substantially similar to the Services from any third party.

1.4. In the event of a company name change and/or change of ownership failure to notify us will be declared a breach of contract and you will be charged for the remainder of fees associated with the original contractual agreement.

2. SUPPLY OF SERVICES

2.1. The Transferee shall deliver the Equipment to the Collection Site and lift and remove it and otherwise supply the Services to The Customer in accordance with the Controlled Waste Description and Transfer Note and at the times and in accordance with the details set out in Section 4 or as otherwise agreed between the parties and recorded in writing (or by email).

2.2. The Transferee shall use reasonable endeavours to meet any performance dates or frequency of lift specified in Section 3 but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

2.3. The Transferee shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and The Transferee shall notify The Customer in any such event.

2.4. If The Transferee's performance of any of its obligations under The Contract is prevented or delayed by any act or omission by The Customer or failure by The Customer to perform any relevant obligation ("Customer Default"):

2.4.1 The Transferee shall without limiting its other rights or remedies have the right to suspend performance of the Services until The Customer remedies The Customer Default, and to rely on The Customer Default to relieve it from the performance of any of its obligations to the extent The Customer Default prevents or delays The Transferee's performance of any of its obligations;

2.4.2 The Transferee shall not be liable for any costs or losses sustained or incurred by The Customer arising directly or indirectly from The Transferee's failure or delay to perform any of its obligations as set out in this clause 2.4; and

2.4.3 The Customer shall reimburse The Transferee on written demand for any costs or losses sustained or incurred by The Transferee arising directly or indirectly from The Customer Default.

2.4.4 The Customer shall allow The Transferee to alter the service provider where necessary.

2.5. Ad-hoc services will commence only after receipt of a signed PO

3. CUSTOMER OBLIGATIONS

3.1. The Customer shall:

3.1.1 provide suitable access to the Collection Site for the siting of the Equipment and to enable The Transferee's vehicles to enter and leave the Collection Site safely

but The Transferee's drivers may in their absolute discretion refuse to deliver or collect Equipment if he believes that access to the Collection Site or turning facilities are 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;

3.1.2 be responsible for the safety of any person (including the employees and agents of The Transferee) whilst on or about the Collection Site;

3.1.3 conform to any statutory enactments and regulations and byelaws and regulations of local or other statutory authorities which apply to the Equipment and keep the Equipment whilst at the Collection Site secure and not to allow any third party or trespasser to place anything in any Equipment;

3.1.4 not overload or overfill the Equipment or place any stickers signage on or paint or otherwise mark the Equipment or interfere with any doors hatches or other mechanisms or set fire to the contents of the Equipment or introduce any corrosive or deleterious substance to the Equipment; and

3.1.5 not remove, deface or conceal The Transferee's details name plate or mark indicating that the Equipment is the property of The Transferee and The Transferee shall at all reasonable times have access to inspect or repair such name plates or marks.

3.2. All Equipment provided shall remain the property of the Transferee 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. The Customer has agreed that the Equipment is suitable to contain and transport the Waste in the quantities specified. The Transferee relies on The Customer's advice as to the quantity and weight of Waste involved in the provision of the Service;

4. CHARGES AND PAYMENT

The Charges will be calculated on the basis stated in Section 3

4.1. The Customer shall pay each invoice submitted by the Transferee within 30 days after the date of the invoice, in full and in cleared funds by BACS to a bank account nominated in writing by The Transferee, and Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Transferee may at any time, without limiting its other rights or remedies, set off any amount owing to it by The Customer against any amount payable by The Transferee to The Customer. The initial service will be charged upfront with any overweights charged in arrears.

4.2. All amounts payable by The Customer under The Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under The Contract by The Transferee to The Customer, The Customer shall, on receipt of a valid VAT invoice from The Transferee, pay to The Transferee such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

4.3. If the Customer fails to make any payment due under this Contract by the due date for payment, the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate or £25.00 per week that the payment remains outstanding, whichever is greater. Such charges shall accrue from the due date until payment is received in full, whether before or after judgment.

In addition, where any invoice remains unpaid, Stadia Group Ltd trading as Stadia Utilities reserves the right, at its sole discretion and without prejudice to any other rights or remedies available to it, to suspend, restrict, disconnect, or otherwise withdraw any or all services provided under this Contract at any time until all outstanding sums, including any accrued interest, charges, fees, and costs, have been paid in full. The Company shall not be liable for any loss, damage, costs, or expenses incurred by the Customer as a result of any such suspension, restriction, disconnection, or withdrawal of services. Further, the Company shall be entitled to charge: A fixed administration fee of £250.00 plus VAT for every four-week period that any invoice remains overdue; and A disconnection or reconnection process fee of £780.00 plus VAT, together with any additional costs reasonably incurred by the Company in recovering outstanding amounts or enforcing its rights under this Contract. All such fees, charges, and costs shall be payable by the Customer on demand.

4.4. Upon suspension of services The Customer shall continue to pay the contracted amount agreed to The Transferee plus any interest or charges that are incurred due to late payment. The Transferee reserves the right to take legal action to recover any arrears.

4.5. Without prejudice to Transferee's other rights in respect thereof, if The Customer defaults in making payment by the due date of any amount invoiced for the Service, The Transferee shall be entitled to withhold further performance of this agreement until all arrears have been discharged by The Customer.

4.6. The Customer shall not be entitled to dispute any payment made. The Customer agrees that Transferee's records will be proof of the Services provided.

4.7. Without prejudice to any other rights of The Transferee, if The Transferee has reason to doubt that amounts due from The Customer will be paid in full then The Transferee reserves the right to require payment in advance before commencing or continuing the Service, or at its sole discretion The Transferee may terminate the agreement forthwith.

4.8. The Transferee shall have the right to increase the Charges at any time to take account of any variation in The Transferee'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. The Transferee shall endeavour to give The Customer not less than one calendar month's notice of any variation of the Charge under this clause but notwithstanding this The Customer shall be liable to pay any increase from the date specified in the notice.

4.9. Where the Maximum Weight (if applicable) is exceeded The Transferee may charge an increased Charge to reflect the increased cost of providing the Services and disposing of the Waste.

4.10. A copy of the transfer notice is available on request at a minimum Charge of £40.00 payable to The Transferee.

5. RISK

5.1. Risk of any loss 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 The Transferee, its employees, agents or sub-contractors.

6. EMPTYING, REPLACEMENT AND REMOVAL

6.1. The Customer shall at all times allow The Transferee its employees or agents access to the Equipment to empty or replace it and on the termination of this agreement to remove it from the Collection Site.

6.2. All Waste deposited in the Equipment shall become the property of The Transferee from the time when The Transferee empties or replaces the Equipment provided that this Clause shall not absolve The Customer from any liability or responsibility under the law or in respect of any breach of the provisions of this Agreement in relation to the Waste.

6.3. The Customer will pay a minimum Charge of £75.00 per Eurobin per site and £125.00 per FEL per site upon the cessation of The Contract as a removal charge. If any waste is inside the container upon removal, a full up lift charge will be added to the removal cost.

6.4. A minimum Charge of £75.00 per Eurobin per site and £125.00 per FEL per site shall be payable by BACs to The Transferee by The Customer to cover the expense of removal from the site of service during The Contractual period.

7. WASTE

7.1. The Customer and The Transferee shall each sign a new Transfer Note at any time when there is a change in any of the details set out in Section 3.

7.2. The Customer warrants that the details relating to the Waste (including, for the avoidance of doubt, those relating to weight and compactability) contained Section 3 and in the Transfer Note are and will be true and complete. The Transferee relies on those details in the provision of the Service. The Transferee shall be entitled to take samples of the materials placed in the Equipment to satisfy itself that the description is accurate prior to collection and disposal. Such right shall under no circumstances relieve The Customer of its obligations to describe the Waste accurately.

7.3. The Customer may not place or cause to be placed in the Equipment any material other than Waste described in the current Transfer Note.

7.4. Without prejudice to the generality of the provisions of this Clause 8, The Transferee will be entitled to refuse to deal with any material which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous or the handling of which may cause The Transferee to incur civil or criminal liability or which is has reason to believe is or may be Hazardous Waste or the disposal of which might involve The Transferee in additional expense or an unreasonable amount of extra work.

8. LIABILITIES TO THE CUSTOMER

8.1. During the agreement The Customer shall make good to The Transferee all loss of or damage to the Equipment (fair wear and tear excepted).

8.2. The Customer shall indemnify and hold The Transferee harmless against any injury, demands, actions, costs, charges, expenses, loss, damage or liability to any persons or property arising from:

8.2.1 any act omission or negligence of The Customer its agents or employees; or

8.2.2 the provision of the Services.

8.2.3 the existence of the Equipment at the Collection Address.

8.3. 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 The Transferee harmless against any loss costs claims damages or expenses which The Transferee may thereby incur whether as a result of damage to the Vehicle, the Equipment, the property of The Customer of a third party including damage to the road margin or pavements.

8.4. The Customer shall maintain insurance cover in respect of this indemnity and shall at the request of The Transferee provide a copy of the insurance policy as proof of maintaining such cover.

9. LIMITATION OF LIABILITY

9.1. Nothing in these Conditions shall limit or exclude the Transferee's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

9.1.2 fraud or fraudulent misrepresentation;

or

9.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2. Subject to clause 10.1 The Transferee shall under no circumstances whatever be liable to The Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with The Contract; and

9.3. The terms implied by sections 2 to 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from The Contract.

9.4. This clause 10 shall survive termination of The Contract.

10. TERMINATION

10.1. This Agreement shall commence on the date of this Agreement and, subject to earlier termination in accordance with its terms, shall continue for an initial term and, thereafter, from year to year unless, terminated upon either party giving the other party not less than three (3) calendar months' written notice prior to the contract anniversary date.

10.2. The Customer may terminate this Contract by giving to The Transferee not less than three months' written notice prior to the contract anniversary date.

10.3. Without limiting its other rights or remedies, either party may terminate The Contract with immediate effect by giving written notice to the other party if:

10.3.1 the other party commits a material breach of any term of The Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;

10.3.2 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;

10.3.3 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 other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

10.3.4 a petition is filed, a notice is given, a resolution is passed, or 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

a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

10.3.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

10.3.6 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;

10.3.7 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);

10.3.8 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;

10.3.9 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;

10.3.10 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 9.2.2 to clause 9.2.9 (inclusive);

10.3.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

10.3.12 the other party's financial position deteriorates to such an extent that in The Transferee's opinion The Customer's capability to adequately fulfil its obligations under The Contract has been placed in jeopardy; or

10.3.13 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.

10.4. Without limiting its other rights or remedies, The Transferee may terminate The Contract with immediate effect by giving written notice to The Customer if The Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so. Bin removal will only be carried out after payment is made. Additional charges may be incurred by The Customer for any damage, theft or similar to a bin while on The Customer's site.

10.5. Without limiting its other rights or remedies, The Transferee may suspend provision of the Services under The Contract or any other contract between The Customer and The Transferee if The Customer becomes subject to any of the events listed in clause 10.3.2 to clause 10.3.13 or The Transferee 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 Contract on the due date for payment.

10.6. If the customer elects to terminate The Contract outside of the termination period, an amount equal to 41% of the collection charge and if applicable daily rental charge which would have become payable in respect of the service, would be due before the arrangement of the removal of any equipment and final service.

10.7. On termination of The Contract for any reason:

10.7.1 The Customer shall immediately pay to The Transferee all of The Transferee's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, The Transferee shall submit an invoice, which shall be payable by The Customer immediately on receipt;

10.7.2 The Customer shall make available for collection the Equipment and The Transferee may enter the Collection Site and take possession of them. The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of The Contract which existed at or before the date of termination or expiry; and

10.7.3 clauses which expressly or by implication survive termination shall continue in full force and effect.

11. FORCE MAJEURE

11.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of The Transferee including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of The Transferee or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Transferees or subcontractors.

11.2. The Transferee shall not be liable to The Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

11.3. If the Force Majeure Event prevents The Transferee from providing any of the Services for more than 3 weeks, The Transferee shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to The Customer.

12. GENERAL

12.1. Assignment and other dealings.

12.1.1 The Transferee may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under The Contract and may subcontract or delegate in any manner any or all of its obligations under The Contract to any third party or agent.

12.1.2 The rights and obligations of The Customer under this Contract shall be personal and The Customer shall not, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under The Contract.

12.2. Notices;

12.2.1 Any notice or other communication given to a party under or in connection with The Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or fax.

12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Working Day after transmission.

12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3. Severance;

12.3.1 If any provision or part-provision of The Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforce-ability of the rest of The Contract.

12.3.2 If one party gives notice to the other of the possibility that any provision or partprovision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4 Waiver;

12.4.1 A waiver of any right under The Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

12.4.2 No failure or delay by a party in exercising any right or remedy provided under The Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.

12.4.3 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5. No partnership or agency;

12.5.1 Nothing in The Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose.

12.5.2 Neither party shall have authority to act as agent for, or to bind, the other party in any way.

12.6. Third parties;

12.6.1 A person who is not a party to The Contract shall not have any rights to enforce its terms.

12.7 Variation;

12.7.1 Except as set out in these Conditions, no variation of The Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by The Transferee.

12.8. Governing law;

12.8.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

12.9. Jurisdiction;

12.9.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

12.10. The chosen contractor's terms and conditions are enforceable to The Customer (a copy of which can be obtained upon written confirmation) if not covered within the T&C's above.

13. INTERPRETATION

13.1. Definitions. In these Conditions, the following definitions apply:

"Anniversary Date" means the anniversary of the Start Date and each subsequent anniversary of that date.

"Assumed Weight" means the assumed weight further particulars of which are set out in Section 3.

"Charges" means the total amount payable for the Service as specified in Section 3 and calculated by reference to the number of bins, frequency, maximum weight, tonnage rate and lift rate per bin set out in Section 3 the factors set out in section 3 which apply.

"Collection Site" means the site or sites further particulars of which are set out in Section 1 of the Controlled Waste Description and Transfer Note and Agreement document to which these Conditions are appended and any other sites or replacement sites which the parties may from time to time agree and record in writing.

"Customer" the customer details.

"Equipment" means each and every item of waste disposal equipment (including bins containers and skips) utilised by The Transferee in carrying out the Services.

"Hazardous Waste" Hazardous Waste is Waste which is defined as Hazardous in the revised Waste Framework Directive (2008/98/EC) and as listed as being a Hazardous Waste in the European Waste Catalogue (Commission Decision 2000/532/EC as amended and Commission Decision 2001/118/EC). "Initial Period" the means a period of twelve (12) months commencing on the Start Date (unless the Initial Term in Section 1 is completed showing a different period in which case the Initial Period shall be the Initial Term specified in Section 1).

"Relevant Legislation" means any statute, European Community 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 this agreement.

"Services" means the provision of Equipment and a Transfer Note (or any other document required for the lawful storage, collection, transportation and disposal of Waste), and the collection transport and disposal of Waste as agreed between Transferee and The Customer.

"Start Date" means the date specified in Section 2 (or if no date is specified the first date upon which Equipment is delivered to the Collection Site by The Transferee in connection with the provision of the Services.

"Termination Period" The time from the start of the initial period to three (3) calendar months before the contract anniversary date.

"Transfer Note" means the current controlled waste description and transfer note completed by The Customer and The Transferee pursuant to the provisions of the Environmental Protection Act 1990 and regulations made thereunder which relates to the Waste covered by this agreement.

"Transferee" Stadia Group (which includes any successor or assignee). operated by The Transferee, its agents or sub - contractors which visits any Collection Site to deliver, empty, replace or remove Equipment.

"Waste" means the waste further particulars of which are set out in Section 4 of the Controlled Waste Description and Transfer Note and Agreement appended here to.

"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.

13.2 Construction.

In these Conditions reference to a "Section" followed by a number refers to the sections in The Contract particulars headed 'Controlled Waste Description and Transfer Note and Agreement' to which these conditions are appended.

Stadia Group Limited (06970144)

The Old Coach House,
12 Vine Street,
Grantham,
Lincolnshire,
NG31 6RQ