

BIG ATOM Limited

Terms and Conditions of Trading

The terms and conditions hereinafter stated are the standard terms and conditions of BIG ATOM and any Service undertaken by BIG ATOM is undertaken upon the following conditions:

- The Customer's acceptance of a quotation for Services by BIG ATOM, constitutes an offer by the Customer to purchase the Services on these Conditions.

The Customer's standard terms and conditions attach to, enclosed with or referred to in any purchase order or other document shall not govern this Agreement.

In this Agreement the following definitions apply:

The Customer	Means the party whom BIG ATOM is providing the Service to
The Premises	Means the Customer's premises
The Service	Means the collection, receipt, disposal, recycling or recovery of tyre waste in accordance with the law by BIG ATOM

1. Date of Commencement of this Agreement

- 1.1. Subject to clause 12.1 and 12.2, this Agreement shall commence on the date hereof and shall continue until terminated by either party giving to the other not less than 30 days notice in writing.]

2. BIG ATOM's Obligations

- 2.1. Carry out the Service in a safe, efficient and professional manner.
- 2.2. To provide a Duty of Care: Waste Transfer Note referred to in clause 9.1 within 10 working days of the Service, which needs to be duly signed and returned within a further 10 working days.
- 2.3. Provide the Service at the frequency specified following the receipt of the signed Duty of Care Waste Transfer Notice in accordance with clause 9.1.
- 2.4. Transfer the waste to a licensed waste management site.
- 2.5. To ensure that all tyres processed on behalf of the Customer can no longer be used as a tyre.
- 2.6. To observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Premises which may affect the provision of the Service and that have been communicated to it, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

3. Customer's Obligations

- 3.1. To provide a safe environment on the Premises for BIG ATOM's employees, agents or subcontractors at any time.
- 3.2. To promptly pay the charges for the Service in accordance with the terms of this Agreement.

- 3.3. Unless agreed prior between the Customer and BIG ATOM, that nothing other than tyre waste from the Premises is made available to be collected.
- 3.4. Notify BIG ATOM of all health and safety rules and regulations and any other reasonable security requirements.
- 3.5. In the event of a suitable, safe access point from which to collect the waste not being available, then BIG ATOM reserves the right to refuse the collection. In the event that the lack of a suitable, safe access point requires waste to be transported through the premises then BIG ATOM shall not be liable for any damage caused by the operation of transporting the waste to a suitable, safe access point.
- 3.6. Whilst the Customer is on a BIG ATOM Site it shall, at all times and in all respects, observe safe working practices and comply with all reasonable directions of BIG ATOM, all site regulations, site conditions of use and BIG ATOM's health and safety policies, procedures and practices.

4. Mutual Obligations

- 4.1. Each party agrees that they will not disclose the amount of the charges payable under the terms of this Agreement to any other person other than:
 - 4.1.1. For audit or other purposes connected with the management or regulation of either party's business, or
 - 4.1.2. Where such disclosure is required pursuant to legislation (including the Freedom of Information Act 2000), any judicial or regulatory process or in connection with any action, suit, proceedings or claim, or otherwise by law, or
 - 4.1.3. After having obtained the prior consent of the other party to such disclosure.

5. Fees

- 5.1. Prices are quoted excluding VAT and the Customer is obliged to pay all sums due in respect of VAT in accordance with the invoice for this Service. BIG ATOM will ensure that each invoice for the Service contains adequate details of the VAT charged.
- 5.2. All payments for the Service shall be due and payable within 14 days of issuing the invoice unless otherwise agreed in writing with BIG ATOM. Invoices are issued by e-mail unless otherwise agreed in writing with BIG ATOM.
- 5.3. Any sums which are not paid by the due date shall thereafter attract interest on a daily basis at a rate of 8% per annum above the base lending rate for the time being of Bank of England, until payment has been made in full.
- 5.4. The Customer agrees that BIG ATOM's records will be proof of the Service provided.
- 5.5. If the Customer defaults in payment by the due date of any amount invoiced for the Service, BIG ATOM shall be entitled to withhold further performance of this agreement until all arrears have been discharged by the Customer. If there is or there arises reason to doubt that amounts due from the Customer will be paid in full then BIG ATOM reserves the right to require payment in advance before commencing or continuing the Service, or at its sole discretion BIG ATOM may terminate this agreement forthwith.
- 5.6. If BIG ATOM attends the Customer's Premises at a mutually agreed time, either verbally or in writing, but cannot perform the Service due to circumstances in the Customer's control, we reserve the right to charge a penalty fee of £50.

- 5.7. If the direct debit mandate is cancelled by the Customer, the Service will be suspended until we secure payment.
- 5.8. BIG ATOM reserves the right to charge a disposal fee at a rate of £400/t for any materials in the delivery or collection that has not been agreed on prior in writing.

6. Liability and Indemnity

- 6.1. If BIG ATOM's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, BIG ATOM shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 6.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 6.3. Save as provided by Clause 6.4 BIG ATOM shall not under any circumstances be liable to the Customer whether in contract tort or otherwise for any loss, damage or injury however caused or arising out of or in the course of or in connection with the provision by BIG ATOM (or its servants or agents) of the Service.
- 6.4. Clauses 6.2 and 6.3 shall not apply in relation to:
 - 6.4.1. Any failure by BIG ATOM to provide the Service in accordance with the terms of this Agreement whereupon BIG ATOM's liability to the Customer shall be limited to the price paid for the Service; and
 - 6.4.2. Any deliberate or negligent act or omission of BIG ATOM or any of its servants or agents and in particular any negligent act or omission giving rise to death or personal injury.
- 6.5. The Customer shall be liable for and indemnify BIG ATOM against any loss or expense to BIG ATOM's property including vehicles or any damage caused whatsoever to BIG ATOM's property including vehicles unless that damage is attributed to BIG ATOM.
- 6.6. The Customer will accept liability for any personal injury or death caused to BIG ATOM's employees, agents or subcontractors caused by the Customer's negligence or their respective employees, agents or subcontractors.

7. Title

- 7.1. Any collected or delivered waste remain the property of the Customer until invoices for the Services are paid for in full. BIG ATOM reserves the right to return any goods to the Customer not paid for in full and according to clause 5.

8. Compliance with the Environmental Protection Act 1990

- 8.1. The Customer shall at all times comply with the requirements of the Environmental Protection Act 1990 and of any regulations from time to time made thereunder and any relevant successor legislation.

9. Duty of Care

- 9.1. BIG ATOM is required by virtue of Section 34 of the Environmental Protection Act 1990 to issue a Duty of Care: Waste Transfer Note to all customers, which must be signed, and the top copy returned to BIG ATOM before the collection of waste can commence. The Customer is required to retain the bottom copy for a minimum of

two years and make it available for inspection by BIG ATOM and the Environment Agency.

10. Variation of Charges

- 10.1. BIG ATOM may at any time vary the previously agreed charge(s), by giving to the Customer not less than 7 days' notice of any such variation in the charge(s). BIG ATOM shall have the right to increase the charge(s) at any time to take account of any variation in BIG ATOM's recycling costs.

11. Disputes

- 11.1. In respect to any dispute surrounding the Service or its pricing, scheduling or frequency, then these must be brought to the attention of BIG ATOM as soon as practically possible, but no later than 7 days after the point of invoicing in case of any claim or dispute to the Service being provided or supplied on behalf of BIG ATOM.

12. Termination

- 12.1. BIG ATOM shall have the right to forthwith (and without prejudice to any of its rights hereunder) terminate this agreement if the Customer commits or permits any breach of the terms of this Agreement.
- 12.2. The Customer shall have the right forthwith (and without prejudice to any rights hereunder) terminate this Agreement if BIG ATOM commits or permits any breach of the terms in this Agreement.

13. Force Majeure

- 13.1. BIG ATOM shall have no liability to the Customer under this Agreement if it is prevented from, or delayed in performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of BIG ATOM 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 suppliers or subcontractors.

14. Variation

- 14.1. BIG ATOM may, from time to time and without notice, change the Service in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. BIG ATOM may, from time to time and subject to Customer's prior written consent, which shall not be unreasonably withheld or delayed change the Service, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least 14 days' notice of any change.
- 14.2. Subject to condition 14.1. no variation of this Agreement or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

15. Waiver

- 15.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 15.2. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law

16. Severance

- 16.1. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 16.2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

17. Entire agreement

- 17.1. This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 17.2. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 17.3. Nothing in this condition shall limit or exclude any liability for fraud.

18. Assignment

- 18.1. The Customer shall not, without the prior written consent of BIG ATOM, assign, transfer or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.2. BIG ATOM may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 18.3. Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

19. No partnership or agency

- 19.1. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute

any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20. Rights of third parties

20.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

21. Governing law and jurisdiction

21.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

21.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter.