

TERMS AND CONDITIONS FOR NON-HAZARDOUS RECYCLING AND WASTE SERVICES

(INCLUDING SKIP HIRE, ROLL ON/OFF HIRE, WAIT-AND-LOAD SERVICES, REFUSE COLLECTION LORRY SERVICES AND GRAB LORRY SERVICES).

The owner shall provide the services in consideration of all relevant charges payable by the hirer and subject to these Conditions.

In these conditions:

‘Acceptable Waste’ means the types of wastes detailed in the contract, except those identified in the Schedule that are unacceptable for disposal in a non-hazardous waste service;

‘Aggregates’ means a mixture of minerals that are separable by mechanical means, this includes but is not limited to sands, sub-bases, stones and soils;

‘Builders Skip’ means any container (including roll on/off containers) designed to be carried on a road vehicle and to be used for the storage of Acceptable Wastes and any reference to ‘Builders Skip’, ‘skips’ or ‘container’ in these Conditions shall be construed accordingly;

‘Container’ means any container (including Builders Skip and roll on/off containers) designed to be carried on a road vehicle and to be used for the storage of Acceptable Wastes and any reference to ‘Builders Skip’, ‘skips’ or ‘container’ in these Conditions shall be construed accordingly;

‘Commencement Date’ means the date set out in the contract, where the Contract Date is different from the intended start date for the contracted service;

‘Contract’ means any contract entered into between the owner and the hirer for the provision of a service for the collection of Acceptable Waste;

‘Contract Date’ means the date the Contract is signed by both parties;

‘Driver’ means the driver of the vehicle;

‘Hirer’ means the person or company to which the services are delivered to or collected from (including its servants, agents and subcontractors), and to whom accounts are rendered;

‘Duty of Care obligations’ means the hirer’s obligations under duty of care legislation applicable in England and Wales in particular under S34 of the Environmental Protection Act 1990 (1990 Act) and in accordance with the prevailing Waste Duty of Care: code of practice issued under S34(7) of the 1990 Act.

‘Hire’ means the temporary provision of a Container for depositing of Acceptable Waste for the period of hire;

‘Hire charge’ means the prevailing price (plus Value Added Tax) for the provision of a Container for the hire period to the hirer for the deposit of Acceptable Waste;

‘Hire rate’ means the additional daily charge if the customer exceeds the Hire Term;

‘Hire term’ means the period of time included in the Hire Charge for the provision of a Container; unless otherwise agreed, this is 14 (fourteen) days;

‘Highway’ means any road to which the public has access and which is suitable for access, egress and safe manoeuvring by the vehicle at all times when delivering and collecting the container or for the provision of the service in the contract;

‘Law’ or **‘the Law’** means any applicable statute, statutory provision, subordinate legislation or regulation (as varied or modified from time to time), common law or the requirements of any government department, local authority or other public or competent authority and any guidelines or codes published from time to time;

‘Non-Acceptable Waste’ includes the types of waste identified in the Schedule as wastes that are not Acceptable Waste;

‘Owner’ means Sortera Limited (and where the context so admits their servants, agents and subcontractors);

‘Services’ or **‘the Services’** means the collection and delivery of the Builders Skip, or collection and delivery of Roll On/Off skip, or Wait-and-Load collections, or delivery and collection of Wheeled Bins, or the

emptying of Wheeled Bins, or the collection using a grab lorry, by the owner and disposal by the owner of any Acceptable Waste contained therein;

‘Service charge’ means the prevailing price (plus Value Added tax) for the provision of a service or for any additional works;

‘Site’ means the premises, road or public highway where the Container or service is delivered to and collected from on the directions of the hirer;

‘Termination date’ means the earlier of: the date stipulated in the Contract, or at the end of the Hire Term;

‘Terms and Conditions’ means these conditions which shall apply to the Contract;

‘Wasted journey’ means where the owner is unable to collect or deliver the requested service, due to a breach by the hirer of any of its obligations under this Contract and the Terms and Conditions;

‘Wasted journey charge’ means the prevailing price (plus Value Added Tax) to be paid by the hirer that reflects the wasted cost and expense incurred or loss suffered by the owner as a result of the wasted journey;

‘Wear and tear’ means damage that occurs to a Container over time in ordinary use in accordance with these Terms and Conditions;

‘Vehicle’ means the vehicle delivering, exchanging, or collecting the Container, a grab loader vehicle, a Wait-and-Load vehicle, or a refuse collection vehicle that is the subject of the Contract, and any equipment mounted on or ancillary to the vehicle.

1. General Conditions

- 1.1 No agent or employee of the owner is permitted to alter or vary these conditions in any way or to give any consent thereunder unless he is authorised to do so and any such variation, alteration or consent is recorded in writing by the owner.
- 1.2 No order placed by a customer shall be deemed accepted by the hirer until a written or electronic acknowledgement of the order is provided by the hirer.
- 1.3 Acknowledged orders may not be cancelled, varied, amended, deferred or postponed except with the express agreement in writing or electronically of the hirer; such cancellations, variations, amendments, deferring or postponement will be on a full indemnity basis.
- 1.4 The owner will use its reasonable endeavours to comply with the hirer’s reasonable requirements relating to the delivery and collection of Containers and/or the use of Grab Loaders and/or use of Wait-and-Load vehicles and/or refuse collection vehicles services but accepts no responsibility for any failure to supply or for any delay in supplying a Container and/or Grab Loader and/or Wait-and-Load vehicle and/or refuse collection vehicle services, whatever the cause whether caused directly or indirectly by circumstances beyond the owners’ control or any unforeseen or abnormal conditions or by any act or neglect on the part of the owner’s agents or employees.
- 1.5 The owner reserves the right to supply an alternative, fully or in part, to the ordered requirements should the ordered requirements not be available to the owner. The owner will attempt to inform the hirer of the alternative arrangement. The owner shall not be liable for delay or loss sustained by the hirer through the supply of alternative arrangements.
- 1.6 The hirer may assign the works in whole or in part to a third-party organisation.

- 1.7 If the hirer assigns the works in whole or in part to a third-party organisation the hirer obligations will be the third-party organisation's responsibility.
- 1.8 No terms other than those expressly contained in these conditions shall apply or form part of the Contract.
- 1.9 Specifically there are excluded any implied warranties as to the condition, quality and fitness for purpose of the Containers.
- 1.10 The hirer organisation will take out and maintain minimum insurance cover of £5,000,000 in respect of its liabilities under this Contract and will produce a copy of the insurance policy on request.
- 1.11 The hirer if a private person will ensure that sufficient insurance cover is available to cover all foreseeable events under this Contract and will produce a copy of the insurance policy on request.
- 1.12 The hirer reserves the right to defer or cancel the works if they are prevented or significantly delayed due to circumstances beyond its control (force majeure). Such circumstances include, but are not limited to, acts of God, government actions, war, national emergency, acts of terrorism, protests, riots, civil unrest, fire, explosion, flood, epidemic, and labour disputes.
- 1.13 If the circumstances in 1.12 above continue in excess of 180 days the hirer may terminate any orders by giving written notice to the hirer.
- 1.14 Subject to termination as set out in clause 15, these terms and conditions, the Contract shall come into effect on the Contract date or Commencement date and shall remain in effect until the Termination Date.
- 1.15 At the termination date the owner reserves the right to collect the Container(s) without further notice to the hirer and to treat the period of hire as terminated.

2. Condition of Containers

- 2.1 The owner does not warrant that the Container(s) supplied shall be fit for any special purpose unless specifically agreed in advance and in writing including by electronic means.
- 2.2 The hirer shall satisfy itself as to the type and condition of the Container(s) supplied at the time of delivery of the Containers. The owner shall not be liable to the hirer if the Container(s) supplied is different from the one ordered, as regards its type, condition, capacity, or size.
- 2.3 Unless notice to the contrary is received by the owner within 24 hours of the supply of the Container(s), the Container(s) shall be deemed to be supplied in good order, except for defects which could not have been discovered by reasonable examination.

3. The Hirer Expressly Agrees:

- 3.1 Except as specifically otherwise agreed in writing, the owner shall be under no obligation to deposit the Container(s) elsewhere than on the public highway.
- 3.2 The hirer shall save harmless and keep the owner indemnified against any claim, demand or penalty arising out of the period of the Container(s) being on the site and which could not have been made had the Container(s) not been being placed on the site.
- 3.3 The hirer shall reimburse the owner for any loss, damage, or harm to the owner's vehicle and or Container(s) whilst on the site or under the direction or control of the hirer from whatever cause except wear and tear.
- 3.4 In the event of loss or damage to the Container(s), the hire rate shall be paid (in addition to the hire charge) from and including the date of delivery continuing each day until such time and date as the hirer pays for the cost incurred by the owner in respect of such loss or damage.
- 3.5 The hirer shall fully indemnify the owner in respect of any claims for injury, damage or harm caused to persons or property arising from using the owner's vehicle in connection with or arising out of, the use or possession or delivery or collection of the Container(s) however the injury, damage or harm may arise and in respect of all costs and charges in such connection.
- 3.6 The hirer shall at all times indemnify the owner (or its agent or subcontractor) for any cost, claim, damage, expense, or loss incurred by the owner (or its agent or subcontractor) where the delivery or collection of the Container(s) involves the delivery vehicle (or any part of it) leaving the public highway.

4. Consequential Losses

- 4.1 The owner shall not be liable for any consequential loss or damage arising from this contract.
- 4.2 The date and time for delivery and collection of a Container, or the arrival of a service lorry, are estimates only and the owner shall not be liable for the consequences of late delivery of or late collection.
- 4.3 The owner shall not be liable for any delay or default in performance arising out of force majeure or any reason outside its reasonable control.
- 4.4 Save for liability for death or personal injury caused by the owner's negligence the owner's liability to the hirer shall not exceed the hire charge.

5. Delivery, Exchange, Collection and Service

- 5.1 Any time quoted for a delivery, exchange, collection or service is an estimate. The hirer will endeavour to meet requested times but is not bound to meet the requested time.
- 5.2 Except as specifically otherwise agreed in writing, the owner shall be under no obligation to deliver the Container, or conduct a service, elsewhere than on the public highway.
- 5.3 For any delivery, exchange, collection or service that is not on a public highway, the hirer must provide a safe route from, and to, the public highway. The hirer must ensure that the route is adequate for a Large Goods Vehicle and that sufficient space is available for all site activities.
- 5.4 The owner shall be responsible for delivering the Container(s) to the site and for collection from the site at the end of the hire period.
- 5.5 The owner reserves the absolute right to refuse to enter the site or location if the route or the work site is believed to be unsafe or too small for the activities or there are dangers or risks that would impact the work to be conducted. Determining if a route and worksite are safe rests with the owners driver. Refer to 9.2.
- 5.6 Any person supplied by the hirer to supervise in the loading, unloading or service provision shall be deemed to be under the hirer's control, which alone shall be responsible for any damage caused to the Container(s) or the owners vehicle as a result of the supervision of such loading, unloading or service. In particular, if the delivery, unloading, loading or collection of the Container(s) or the service operation, is directed to be off the public highway, the hirer shall be responsible for damage to property caused during such activities as well as any damage caused by the presence of the Container(s) or the owners vehicle.
- 5.7 Where the driver is directed to deposit or pick up a Container on or from any site which is off a public highway, the owner shall take all reasonable steps to ensure the safety of the owner's vehicle, driver and other members of the public.
- 5.8 The hirer shall permit the owner free access and sufficient working space to enable the owner to conduct all necessary operations, including loading and unloading of Container(s) or provision of any service, including walk around safety checks, the netting/ sheeting and securing of the Container(s) or service Lorry.

6. Unauthorised Change of Site, Rehiring or Defacing of the Container(s) etc.

- 6.1 The Container(s) must not be moved from the site or where the owner sets them down. The owner will remove or reposition the Container(s) as required but at its reasonable convenience and subject to the current prevailing charge payable by the hirer to the owner in advance.
- 6.2 The hirer shall not sell, mortgage, charge, pledge, re-hire, sublet, lend or part with possession of, or otherwise deal with the Container(s).
- 6.3 The hirer shall not cause, permit or tolerate the removal, defacing or covering up of any name-plate or identification mark or number on the Container(s), nor shall the hirer put any mark on the Container(s) which might indicate or suggest that the Container(s) is not the property of the owner.

- 6.4 The hirer shall protect the Container(s) against distress, execution or seizure.
- 6.5 The hirer shall indemnify the owner against all losses, damage, costs, charges and expenses arising as a result of any failure to observe and perform the terms and conditions of this clause.

7. Owner's Liability and Indemnity

- 7.1 The owner shall be under no liability whatsoever to the hirer for any damage however caused (save in relation to death or personal injury caused by the owner's negligence) and all terms implied by law in relation to the provision of the services are excluded to the fullest extent permitted by law.
- 7.2 The owner shall not be liable for any loss or damage to any property of the hirer or property under the hirer's control.
- 7.3 The owner shall not be liable to the hirer for indirect or consequential loss (including, without limitation, economic loss or loss of profits, production, business, reputation or goodwill) or for any damage or expense of any nature in connection with the provision of the Services.

8. Hirer's Liability and Indemnity

- 8.1 Without limitation to any other rights or remedies available to the owner the hirer shall fully indemnify the owner against all losses and costs arising from:
- 8.1.1 Any breach of the hirer's obligations under this Contract.
- 8.1.2 Any act or default of the hirer.
- 8.1.3 Any breach by the hirer of the Law.
- 8.2 Without limitation to the foregoing whilst the vehicle is at the site off the public highway other than damage such as might have been caused by negligent driving on the part of the owner's driver or a mechanical defect in the vehicle the hirer shall subject, as above, save harmless and keep the owner indemnified against any claim or demand that would not have been made had the driver not been so directed by the hirer.
- 8.3 Without limitation to the foregoing the hirer shall save harmless and keep the owner indemnified against any loss or damage, fine or penalty suffered by the owner on account of the hirer's failure to comply with relevant legislative requirements and the hirer's Duty of Care obligations.
- 8.4 The hirer is solely responsible for risk assessing and making safe the worksite(s) and surrounding areas, including ensuring sufficient room with sufficient height clearance.
- 8.5 Any additional or special requests made by the hirer will not negate or conflict with these terms and conditions in any way.
- 8.6 The provisions of clause 8 shall survive termination of this Contract.

9. Demurrage and Wasted Journey

- 9.1 The time allowed for depositing or picking up a Container from the site is thirty (30) minutes. If the vehicle is kept waiting longer than this after arrival on the site, the hirer shall be liable for reasonable demurrage (including the costs of any associated further financial impact relating to the observance of driver's hours and working time rules).
- 9.2 If upon arrival at the site in the reasonable opinion of the owner's driver it is unsafe or otherwise the driver is unable to deliver or collect the container, or deliver the service, then this shall be deemed a wasted journey incurring a wasted journey charge and without limitation to clause 8.1 and its subclauses a wasted journey charge at the owners prevailing rate shall immediately be due and payable by the hirer to the owner.

10. Permits and Lighting Requirements

- 10.1 Save where the owner expressly assumes such responsibility in this Contract (any costs associated being payable by the hirer to the owner on demand) the hirer shall have responsibility for ensuring that all permissions required before the Container can lawfully be deposited on the site are obtained, including permission required under the Highways Act 1980 or other applicable rule or law, have been or will be obtained before the hirer directs the driver to deposit the Container.
- 10.2 The hirer shall comply with all conditions and instructions provided by the relevant authority or the owner in connection with any permission granted and shall ensure that the Container is properly coned and marked (using appropriate reflective or

retro-reflective markers) and lit during the hours of darkness and it is properly sited in accordance with any applicable permission, consent, rule requirement or bye-law.

- 10.3 The owner will remove or reposition the Container if required at any time to do so by a relevant authority or constable in uniform. Such movements will incur a charge at the owners prevailing rate payable by the hirer to the owner (in advance).

11. Characterising and Coding of Acceptable Wastes (Duty of Care)

- 11.1 The hirer agrees as waste producer that it is responsible for:
- 11.1.1 Correctly describing and classifying the waste in accordance with published guidance from time to time (e.g. see Technical Guidance WM3 and Waste Duty of Care: code of practice) prior to collection by the owner.
- 11.1.2 Ensuring only Acceptable Waste and no Non-Acceptable Waste is deposited in the Container, or collected by a Grab Lorry.
- 11.1.3 Completing waste transfer notes and providing completed copies of same to the owner as a proper and complete record of the transfer of waste on collection of the container(s) or service operations by the owner.
- 11.1.4 Providing the owner which such technical assessment and information regarding the circumstances of production of the waste in accordance with its Duty of Care obligations and any reasonable request made by the owner.
- 11.1.5 Complying fully with its obligations as a waste producer in accordance with the duty of care set out in S34(1) of the 1990 Act and the code of practice issued under S34(7) of that Act.
- 11.1.6 Paying on demand to the owner all additional costs incurred by the owner (including the costs of disposal, transportation, and professional advice) associated with any misdescribed or misclassified wastes or Non-Acceptable Wastes being deposited in the Container or collected by the Grab Lorry or any failure on the part of the hirer to comply with the terms of this Contract and these Conditions.

12. Other Hirer Obligations

- 12.1 The hirer shall ensure from the time the Container is delivered until it is collected by the owner:
- 12.1.1 At all times to keep itself acquainted with the state and condition of the Container(s) and ensure that they remain safe and serviceable.
- 12.1.2 Not use or permit the use of the Container for any purpose other than as a waste container for Acceptable Waste.
- 12.1.3 To use or permit the use of the Container(s) only in accordance with any relevant operating and safety instructions that may be supplied with it.
- 12.1.4 Not to make any alterations or modifications to the Container(s).
- 12.1.5 The hirer, its agent, or employee has been instructed in the safe use and operation of the Container(s) supplied and undertakes to ensure that any other user of the Container(s) will also be accordingly instructed.
- 12.1.6 It has obtained all consents, licences, permissions, authorisations and the like which are required for the use and sitting of the Container(s). In particular, where the Container is to be sited on a public highway or path, the hirer warrants that the Highway Authority has given to the hirer permission to site the Container where the Container will be directed to be delivered. The hirer shall comply with all conditions and instructions provided by the Highway Authority in connection with any permission granted and that it is properly coned and marked (using appropriate retro-reflective markers) and lit during the hours of darkness and it is properly sited in accordance with any applicable permission, consent, rule requirement or bye-law.
- 12.1.7 It shall provide and maintain for the hire period adequate warning lights (and/or cones as may be relevant) on the Container(s) left on or near the public highway or any other place where damage or injury to third parties could be caused at night.
- 12.1.8 The Container(s) are not left in a dangerous condition as regards the nature of and the condition of loading of the materials put into the container. The hirer shall ensure that the Container is not overloaded, or unevenly loaded with heavy or bulky materials on the top, it is filled no higher than the top of the sides and is safely loaded for transportation including collection.

- 12.1.9 No dangerous, corrosive, harmful, poisonous or toxic substances or any other contaminated material, gas cylinders, or tyres are deposited in the Container and no Non-Acceptable Wastes are deposited in the Container.
- 12.1.10 No fires are lit in the Container.
- 12.1.11 The Container suffers no damage except fair wear and tear.
- 12.1.12 The Container is sheeted or closed as and when relevant by-laws dictate; such sheeting or closures must at no time obscure any lights, cones or warning markers on or associated with the Container.
- 12.1.13 Waste in the Container is not accessible to the public and is secured or sheeted so as not to cause a nuisance, attract vermin or have any impact on the local amenity (i.e. by odour or windblown litter).

13. Hirer's Acknowledgements and Agreements

- 13.1 The hirer acknowledges and agrees as follows:
 - 13.1.1 The owner shall be entitled to refuse to collect the Container, or render the service if the hirer is in breach of clause 11 and its sub clauses and in such event the hire rate shall apply (which the hirer shall pay on demand) from the date of delivery of the Container(s) until such breaches have been remedied to the reasonable satisfaction of the owner and the Container (s) has been collected.
 - 13.1.2 The owner reserves the right not to collect the Container if the hirer's account is in arrears or a due payment has not been paid in accordance with these Conditions and this Contract.
 - 13.1.3 The hirer shall indemnify the owner against the cost of safe disposal of any items in the container on collection which are in breach of clause 11 and its subclauses.
 - 13.1.4 Except as specifically otherwise agreed in writing, the hirer shall fill the Container within the hire period and shall inform the owner in good time of its readiness for collection, replacement, or service. If at the end of the hire period the hirer fails to request the owner to collect the Container(s) and otherwise due to no fault on the part of the owner the Container(s) is not collected within 3 (three) days of the end of the hire period the hire rate shall apply from and including the end of the period of hire until the date of collection.
 - 13.1.5 The hirer shall at all reasonable times allow the Owner, his agent, employees and insurers to have access to the container(s) to inspect and collect it.
 - 13.1.6 Where possible, delivery, collection and service of the Container will be arranged to suit the hirer. If a scheduled delivery, exchange, collection or service is not made, the hirer should advise the owner, and a revised schedule will be arranged.
 - 13.1.7 Whilst the driver will endeavour to obtain the hirer's signature on the delivery, exchange, collection or service of the Container(s); non-signature for any such delivery, exchange, collection or service will not be regarded as a valid reason for non-payment of any subsequent invoice raised by the owner and delivered to the hirer.
 - 13.1.8 The owner cannot accept any responsibility for any fines or penalties received or incurred by the owner whilst carrying out the collection, exchange, delivery or service of the Container or linked to the placement or positioning of the Container(s) at the hirer's direction or request.
 - 13.1.9 In respect of any such fines or penalties received by the owner, an administration charge will be made at the prevailing rate in addition to the fine or penalty.
 - 13.1.10 The hirer accepts that the owner will carry out credit checks before accepting or rejecting an account application.
 - 13.1.11 The owner's credit terms for payment of all invoices are strictly 30 days from the end of the month of the issue of the invoice or immediately on reaching the limit of credit set, whichever comes first when all outstanding invoices shall be paid.
 - 13.1.12 Queries related to the work or invoicing must be made within five (5) business days from the date the work is completed for works, or the date of the invoice for invoice queries.
 - 13.1.13 In the event of an account termination, all amounts due at the time of termination are deemed due and payable without further demand.

14. Owners Agreement

- 14.1 The owner shall ensure that any Container(s) placed on a public highway is marked with its name, and means of contact.
- 14.2 Except as provided or otherwise agreed in writing, the owner agrees to dispose of the Container's contents provided the

contents are Acceptable Waste and the hirer has complied with its obligations under these Conditions and Contract.

15. Termination

- 15.1 The owner or hirer may terminate this Contract by the service of notice in accordance with Clause 16 satisfying the following requirements:
 - 15.1.1 Notice must be not less than 3 months and not more than 6 months.
 - 15.1.2 Notice must be expressed to expire on the date 3 months after the anniversary of the Contract date.

16. Termination for Breach by Hirer

- 16.1 This Contract shall immediately be terminated by the owner without any notice or other act on the part of the owner if the hirer:
 - 16.1.1 Defaults in the payment of any sums due to the owner for the hire of the Container or other charges; or
 - 16.1.2 Fails to observe and perform the Conditions or Contract; or
 - 16.1.3 Suffers any distress or execution to be levied against it or makes or proposes to make any arrangement with its creditors or is made bankrupt or, being a Company, goes into liquidation, administration or receivership; or
 - 16.1.4 Does or causes to be done or permits or suffers any act or thing whereby the owner's rights in the Container may be prejudiced.
- 16.2 If the Contract is terminated under this clause, it shall be lawful for the owner to retake possession of the Container(s) and, for that purpose, to enter into or upon any premises where the Container(s) may be.
- 16.3 The termination of the Contract under this clause shall not affect the right of the owner to recover from the hirer any moneys due under this Contract or damages for breach of Contract.
- 16.4 The waiver by the owner of any breach of the Conditions or this Contract shall not prevent the subsequent enforcement of that term or condition and shall not be deemed a waiver of any subsequent breach.
- 16.5 If the owner terminates this Contract under the provision of this clause or the hirer terminates the Contract prematurely or otherwise not in accordance with these Conditions the hirer will pay to the owner all costs, losses, claims, damages and expenses incurred by the owner as a result of the hirer's breach and the consequent termination.

17. Payment

- 17.1 In consideration of the provision of the services the hirer shall pay to the owner the hire charge and any other sums due in accordance with this Contract together with any Value Added Tax thereon.
- 17.2 If payment of the hire charge or other sum due under this Contract is not made on its due date for payment the owner may charge interest at the rate of 4% per annum over the base rate from time to time of the Bank of England.

18. Notification of Incidents

- 18.1 If the container is involved in any accident resulting in damage to the Container or to other property or injury to any person, the owner must be notified immediately.

19. Amendment

- 19.1 The owner reserves the right to amend this Contract and any terms including these Conditions as it considers necessary to comply with Law or Good Industry Practice from time to time or any change in the Law governing the collection, transport and disposal of waste and will notify any such amendment to the hirer as soon as practicable.

20. Governing Laws & Jurisdiction

- 20.1 The laws of England and Wales shall apply to the Contract and the Contract and these Conditions shall be construed and interpreted accordingly. Each party shall irrevocably submit for all purposes in accordance with this Contract to the exclusive jurisdiction of the courts of England.
- 20.2 Each right or remedy of the owner is without prejudice to any other right or remedy of the owner whether under service or not.

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