

1. In this Agreement:

- 1.1 "Breedon" means Breedon Cement Limited registered in England and Wales with company number: 08284549 whose registered office is at Pinnacle House, Breedon Quarry, Breedon on the Hill, Derby, DE73 8AP. Breedon Cement is part of the Breedon group of companies ("Group"), further details of which can be found at www.breedongroup.com ("Website").
- 1.2 "Site(s)" means any of Breedon's sites to which waste is delivered.
- 1.3 "the Customer" means the person to whom a quotation or price for the reception of waste has been issued by Breedon.
- 1.4 "the Breedon General Conditions" means the Breedon Cement General Procurement Terms and Conditions for the purchase and supply of goods, plant and materials with services (UK only) as appearing on the Website at the date of the delivery of the relevant waste to the Site, provided always that Clause 7 of the Breedon General Conditions (Purchase Price and Terms of Payment) shall be deemed to have been deleted.
- 1.5 "waste" means waste as defined for the purposes of the Environmental Protection Act, 1990.

2. The terms of this Agreement:

- 2.1 shall incorporate the Breedon General Conditions save so far as the Breedon General Conditions are in conflict with or inconsistent with the following clauses of this Agreement.
- 2.2 shall apply exclusively to the delivery by the Customer to Breedon and the reception by Breedon from the Customer of waste at the Sites and all related matters,

and the Customer hereby acknowledges that, subject to compliance with legislation and applicable regulations, it shall be in the discretion of Breedon whether waste delivered by the Customer to the Site is consigned to landfill or is recycled by Breedon for Breedon's own use or re-sale.

3. The Customer shall ensure that every delivery of waste to the Site is made only during normal business hours at the Site and that on arrival at the Site the Customer's driver or haulier shall report to the Site office and provide an accurate written description of the type and quantity of waste being delivered and any other documentation required by law. The Customer shall procure that the Customer's driver or haulier shall, before leaving the Site, collect from the Site office a conveyance note confirming the type and quantity of waste deposited.

4. The Customer shall (and shall procure that the Customer's driver or haulier shall) deposit the waste in that part of the Site indicated by Breedon's Site personnel and shall (and shall procure that the Customer's driver or haulier shall) comply with all instructions given by such personnel and with Breedon's Site rules, health and safety rules, all legislation relating to the health, safety and welfare of the public and persons using or employed at the Site, all applicable legislation relating to the deposit of waste, and the conditions of any permits, waste transfer notices, waste management licences and/or authorisations relating to the Site.
5. The Customer shall only deliver to the Site waste permitted to be deposited there under the terms of any permits waste management licences and/or authorisations relating to the Site. If the Customer breaches this condition, the Customer shall on being requested to do so by Breedon and at the Customer's sole cost immediately remove from the Site such waste and any other materials contaminated by such waste or which have become mixed with such waste. If the Customer fails to do so, Breedon may make arrangements for removal of such waste and other materials from the Site, and the lawful disposal of such waste and other materials, and the Customer shall indemnify Breedon in accordance with Clause 11 for all costs and expenses directly or indirectly incurred by Breedon in connection with such removal and disposal.
6. The quantity of waste delivered to any Site shall be deemed to be equal to the nominal volume of the skip vehicle or container in which the waste shall have been delivered notwithstanding that the skip vehicle or container may not have been filled to its nominal capacity unless the charge for the deposit of waste is to be based upon the weight thereof in which case the weight shall be determined in accordance with the records of the weighbridge at the Site.
7.
 - 7.1 Unless otherwise agreed in writing between Breedon and the Customer the prices for depositing waste ("the Gate Fees") shall be those current at the Site when the waste is delivered to the Site.
 - 7.2 Breedon shall invoice the Customer for the Gate Fees plus applicable value added tax, landfill tax and any other tax or levy chargeable from time to time in respect of the deposit of waste and activities or transactions contemplated by this Agreement. The Customer shall pay to Breedon the Gate Fees plus applicable value added tax, landfill tax and any other tax or levy chargeable from time to time in respect of the deposit of waste and activities or transactions contemplated by this Agreement in cleared funds in full without deduction or set off within twenty eight (28) days of the end of the month during which the waste was delivered or deposited at the Site.
8. The Customer shall (and shall procure that the Customer's driver or haulier shall) satisfy himself/itself that the access to the area at the Site to which he/it is delivering waste is in a suitable condition for his/its vehicle. Breedon gives no warranty that such access will be suitable and accordingly will have no liability in respect of any damage caused to the delivery vehicle or any losses arising therefrom. The Customer shall (and shall procure that the Customer's driver or haulier shall) follow all signs and instructions given by Breedon's personnel, use as instructed by Breedon any wheel cleaning facilities at the Site, and not litter, soil or contaminate the public roads used to access the Site.

9. All waste delivered by the Customer to the Site shall become the property of Breedon on delivery and the Customer shall not be entitled to sort over or remove any waste from the Site following its delivery provided always that title to non-compliant waste subject to Clause 5 shall not pass to Breedon but shall remain with the Customer.

10. The Customer shall comply (and shall procure that the Customer's driver or haulier shall comply) with all applicable statutes and regulations from time to time (as amended, extended, replaced or re-enacted) relating to the Customer's activities and the activities of the Customer's driver or haulier at any of the Sites including without limitation:
 - 10.1 waste shall be adequately contained and not allowed to escape;

 - 10.2 all and any documentation required by law for and in connection with each consignment of waste delivered by the Customer or the Customer's driver or haulier to the Site shall be provided to Breedon;

 - 10.3 an accurate written description of the waste delivered to the Site shall be provided to Breedon by the Customer or the Customer's driver or haulier; and

 - 10.4 the Customer shall procure that waste shall be transported only by a registered waste carrier.

11. The Customer shall fully and effectually indemnify Breedon on demand against all losses damages costs and expenses incurred by Breedon arising directly or indirectly from any failure by the Customer, the Customer's driver or the Customer's haulier to comply with legislation or regulations or arising from the Customer's use (or the Customer's driver's or haulier's use) of the Site or the performance or non-performance of any of the Customer's obligations pursuant to this Agreement including without limitation legal costs incurred by Breedon and the costs and expenses of any enforcement action taken against Breedon by the Environment Agency and other governmental authorities.

Customers are advised that in order to maintain and improve Breedon's service, telephone calls may be recorded.