

WELCOME TO ECOSURETY LIMITED

Ecosurety Limited (we/us) helps companies meet their legal obligations relating to waste and environmental compliance. We do this by providing consultancy and other waste and environmental services. By agreeing to these Terms and Conditions (also referred to as Info Scheme Terms and Conditions) you will have access to our wide range of waste and environmental products and services.

1. INTERPRETATION, DURATION AND TERMINATION

- 1.1. Defined terms used in these Terms and Conditions will have the meanings set out in the Schedule.
- 1.2. Certain Products and Membership Services are subject to additional Product Terms or Membership Terms, which will be agreed between us separately. Where there is a conflict between these Terms and Conditions and any applicable Product Terms or Membership Terms, the Product Terms and Membership Terms shall take precedence.
- 1.3. These Terms and Conditions shall apply from the date you accept them and shall terminate and replace any Previous Agreements. You warrant that the person accepting these terms has on authority to do so on your behalf.
- 1.4. We may terminate these Terms and Conditions with immediate effect by written notice in accordance with Clause 7 or if an Insolvency Event occurs. Upon termination, all sums which you owe us in connection with the Products and Membership Services shall become immediately due and payable.

2. SUPPORT UNITS

- 2.1. You may purchase Support Units (individually or in bundles) at any time and exchange those Support Units for Products and elements of our Membership Services. Support Units which have not been exchanged within twelve (12) months from the date of purchase will expire.
- 2.2. Where you receive Membership Services, Support Units purchased may be added to our invoices in accordance with the relevant Membership Terms.
- 2.3. Fees and Costs may be payable for certain Products or Membership Services as set out in the relevant Product Terms or Membership Terms.
- 2.4. Where we incur travel expenses in providing the Products or Membership Services, you agree to pay us at the prevailing mileage rate (shown on our Website) in respect of travel from our main place of business or at cost if rail, air travel or accommodation costs are incurred.
- 2.5. We may at any time modify the Fees by displaying on our website or issuing a Fee Change Notification at least thirty (30) days before the modification takes effect. Modifications will not affect Support Units which have already been paid for.

3. PAYMENT

- 3.1. You shall pay all sums detailed in any invoice within thirty (30) calendar days of the date of the invoice unless otherwise agreed in writing between you and us.
- 3.2. If any sum payable by you to us remains unpaid for more than thirty (30) calendar days after the date the payment falls due, we may (without prejudice to any other rights or remedies we may have), charge interest on such sum at the rate of four (4) per cent per annum above the base rate for HSBC Bank PLC from time to time, such interest to be calculated on a daily basis from the date on which the overdue sum became due to the date of payment, compounded with monthly rests.
- 3.3. All amounts quoted by us shall be exclusive of Value Added Tax (VAT), which we shall add at the appropriate rate.
- 3.4. You shall not withhold or set-off any payment on any invoice or any amount due to us.

4. LIMITATION OF LIABILITY

- 4.1. Except in respect of our liability for death or personal injury resulting from negligence or fraudulent misrepresentation (which is not limited or excluded in any way), we are not liable to you or any third parties in any circumstances for any loss or damage (whether direct or indirect, including loss of profits, business interruption loss, loss of opportunity or any consequential loss) whether caused by negligence, misrepresentation, breach of statutory duty, or breach of contract or otherwise.

5. DATA

- 5.1. Any personal data submitted by you in connection with this Agreement shall be processed in accordance with the Data Protection Act 1998, associated legislation and our Data Protection policies and procedures. Personal data, not including sensitive personal data, may be included in a database or shared with third parties, including our subcontractors, to enable us to deliver the Products and Membership Services or if we are required to do so by Applicable Law. For more information, please see our privacy policy or contact the data protection officer via our offices.
- 5.2. Where we generate or collect data on your products or activities in connection with the Products or Membership Services, you acknowledge and agree that we may retain standard weight and other data in the format of an anonymous dataset for our use.

6. CONFIDENTIALITY

- 6.1. Subject to Clauses 5 and 6.3, unless otherwise required to comply with these Terms and Conditions or any other agreement in place between you and us, neither you nor we will make any disclosure of the other party's Confidential Information to third parties except to the extent that any disclosure is required by law or if such information comes into the public domain or has come into the possession of the disclosing party (in either case) otherwise than through a breach of the obligations of confidentiality of that party.
- 6.2. The obligations of confidentiality set out above shall remain in force for a period of one (1) year following termination of these Terms and Conditions.
- 6.3. You consent to our use of your company name and logo in compiling lists of our members.

7. SUSPENSION AND TERMINATION OF SERVICES

- 7.1. Without prejudice to any other rights or remedies we may have, we may suspend all or part of the Products or Membership Services and/or terminate these Terms and Conditions in any of the following instances:
 - 7.1.1. you fail to pay an invoice by the due date or we have reasonable grounds to believe that you may be unable to pay any sums as they fall due;
 - 7.1.2. where you have failed to comply with any of your obligations under these Terms and Conditions or any other agreement in place between you and us;
 - 7.1.3. where in our sole opinion acting reasonably, your activities could bring us into disrepute;and you acknowledge and agree that our exercise of our rights under this Clause 7 does not affect your liability in connection with the indemnity provided in Clause 9 below.

8. CHANGES TO TERMS AND CONDITIONS

- 8.1. We may at any time, acting reasonably, alter these Terms and Conditions provided that we will display a notice on our website or provide written notice to you least thirty (30) days before they are to take effect.

9. INDEMNITY

- 9.1. Without prejudice to any other right or remedy we may have against you, you agree to indemnify us and keep us indemnified on a full indemnity basis against any and all losses, damages, costs and expenses including contractual losses, claims, awards, liabilities, civil penalties, increased administration, professional fees and legal costs suffered by us (without set off, counterclaim and/or reduction) that arise directly or indirectly out of or in connection with:
- 9.1.1. your breach of these Terms and Conditions or any acts or omissions by your agents, subcontractors or employees in breach of your obligations in connection with these Terms and Conditions; or
- 9.1.2. your knowing or reckless provision to us of false, misleading, inaccurate or incomplete information required under these Terms and Conditions and/or any other agreement we may have with you.

10. MISCELLANEOUS

- 10.1. Any notice given under or pursuant to these Terms and Conditions may be sent by hand, post, email or fax and shall be effective when it would normally first be received by the addressee in normal business hours. Notice in writing includes e-mail.
- 10.2. If any provision of these Terms and Conditions shall be declared invalid, unenforceable or illegal it may be severed from this Agreement and shall not prejudice or affect the remaining provisions.
- 10.3. Nothing in these Terms and Conditions is intended to or shall operate to create any partnership, agency, employment or joint venture.
- 10.4. Save as expressly provided for in these Terms and Conditions, a person who is not party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
- 10.5. You acknowledge that you are an equivalent contracting party and the limitations in these Terms and Conditions are necessary and appropriate in order to allow us to provide the Products and Membership Services at our current prices.
- 10.6. No party shall be deemed to be in breach of the terms herein by reason of any delay in performing or failure to perform any of its obligations as set out herein to the extent that such delay or failure is due to a Force Majeure Event.
- 10.7. No failure or delay by a party in exercising any right or power under this Agreement shall operate as a waiver. No single or partial exercise shall preclude any further exercise.
- 10.8. If a dispute or difference arising out of or in connection with this Agreement or the performance, construction or interpretation cannot be resolved between you and us then you or we may refer the dispute to an agreed mediator or a mediator selected by the President of the Chartered Institution of Wastes Management (CIWM).
- 10.9. Disputes and differences which cannot be resolved under Clause 10.8, shall be determined by the appointment of a single Arbitrator to be agreed between you and us, or failing agreement within twenty-eight (28) by an Arbitrator to be appointed by the President of the Chartered Institution of Wastes Management (CIWM).
- 10.10. Without prejudice to any Membership Terms or Product Terms, these Terms and Conditions supersede all previous agreements, promises and understandings relating to its subject matter.
- 10.11. This Agreement shall be governed by and construed in accordance with English law.

SCHEDULE - DEFINITIONS

Confidential Information means all information provided to either party in confidence by or on behalf of the other, whether in written or other form and whether before or after entering these Terms and Conditions, including without limitation the commercial and financial arrangements pursuant to these Terms and Conditions and any other agreements between you and us and information about your and our respective businesses.

Costs means the costs of services or goods from third parties.

Ecosurety Limited (Company number 04713606) is registered at 1190 Park Avenue, Aztec West, Bristol, BS32 4FP. **Fees** means Membership Fees, Support Unit Fee and any other amounts that we charge for our work in delivering our Products and Membership Services.

Fee Change Notification means a notice titled 'Fee Change Notification' displayed on our website or otherwise issued to you which alters any of the Fees.

Force Majeure Event means an event with a cause beyond either Party's reasonable control, including but not limited to acts of god, withdrawal of any approval by the authorities, civil disturbance, prohibitions or measures of any kind on the part of any governmental or local authority, industrial action and disturbances in computer systems or the internet.

Info Scheme Terms and Conditions means these terms which shall also be referred to as the Terms and Conditions.

Insolvency Event means you being unable to pay your debts as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986 as amended or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganisation;
- (b) commence negotiations with one or more of your creditors with a view to rescheduling any of your indebtedness by reason of actual or anticipated financial difficulties or enter a composition, assignment or arrangement with any creditor;
- (c) cease or threaten to cease to carry on business or apply for an interim order under Section 252 Insolvency Act 1986 or have a bankruptcy petition presented against you;
- (d) the appointment of a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of you or any of your assets; or
- (e) enforcement of any security over any of your assets, or any analogous procedure or step is taken in any jurisdiction, or the making of an application or the giving of any notice by you or by any other person in respect of any of these circumstances.

Membership Fees means fees payable for the Membership Services under the Membership Terms including, but not limited to, any management fee.

Membership Services means compliance scheme services, waste and resource management services, online data discovery services and any other long-term services provided by us from time to time for which Membership Fees are payable.

Membership Terms means the contractual terms which apply in respect of a Membership Service in addition to these Terms and Conditions.

Previous Agreements means any agreements between you and us titled 'Info scheme terms and conditions' or 'terms and conditions'.

Product means an ad hoc service provided by us in exchange for Support Units purchased by you.

Product Terms means the contractual terms which apply in respect of a Product in addition to these Terms and Conditions.

Support Unit Fee means the fee or fees chargeable for Support Units as set out on our Website from time to time.

Support Units means units which can be exchanged for Products and elements of our Membership Services.

Terms and Conditions means these terms which shall also be referred to as the Info Scheme Terms and Conditions.

We/us means Ecosurety Limited.

Website means www.ecosurety.com and any other websites operated by us from time to time.