

Divert Waste Ltd.
customers@divert.co.uk
Phone: 01904 295 985
www.divert.co.uk



Service Agreement

This is a legal document: You are advised to read it carefully and to keep a copy for your records.

Divert Waste Ltd shall site at the Customer's premises the equipment detailed below and shall provide services in relation to that equipment during the term of this agreement, on the terms and conditions attached.

Customer Details

Agreement Commencement Date: 06/11/2023

Initial Period: 12 Months

Customer Details

Company Name	Viamed Ltd
Trading As	Viamed Ltd
Director Name	Derek Lamb and Jean Lamb
Legal Entity	Private Limited Co
Co Reg No	01291765

Registered Company / Home Address

Address Line 1	15 Station Road
Address Line 2	Cross Hills
Town/City	Keighley
Postcode	BD20 7DT

Service Address

Site Name	Warehouse
Address Line 1	15 Station Road
Address Line 2	Cross Hills
Town/City	Keighley
Postcode	BD20 7DT
Tel	01535 634542
Site Contact	Cathy Green or Helen Lamb
Site Email	helen.lamb@viamed.co.uk

Billing Address

Address Line 1	15 Station Road
Address Line 2	Cross Hills
Town/City	Keighley
Postcode	BD20 7DT
Billing Contact	Helen Lamb 01535634542
Billing Email	purchasing@viamed.co.uk

Divert Waste's liability is limited in condition 11 of the terms and conditions attached.

If you wish to terminate this agreement, see condition 16. You must give at least two months' notice in writing, expiring on an anniversary of the Commencement Date, or else you will be liable to pay us damages.

Service Summary

	Container Size	Waste Type	Frequency	Qty	Unit Price (ex VAT)	Invoice Frequency
Service 1	1100 Litre	General Waste	Weekly	1	15.60	Monthly in Advance
Service 2						
Service 3						

Head Office Address: Artemis House, Eboracum Way, Heworth Green, York, YO31 7RE

If the Customer terminates the agreement except by service of at least two month's notice in writing expiring on the anniversary of the Commencement Date, the Customer will be liable to pay Divert damages of 41% of the charge for the unexpired term of the agreement.

Section 2(a) - Service Details

Container Size	1100 Litre	Waste Type	General Waste
Number of Containers	1	Collection Frequency	Weekly
Max Container Weight	65 KG	Overweight Charge per KG	0.17 per KG
Is Waste Compacted?		Daily Rental/Service Charge	£
Invoice Frequency	Monthly in Advance	Charge per Empty/Collection	£ 15.60

Section 2(b) - Service Details

Container Size		Waste Type	
Number of Containers		Collection Frequency	
Max Container Weight	KG	Overweight Charge per KG	per KG
Is Waste Compacted?		Daily Rental/Service Charge	£
Invoice Frequency		Charge per Empty/Collection	£

Section 2(c) - Service Details

Container Size		Waste Type	
Number of Containers		Collection Frequency	
Max Container Weight	KG	Overweight Charge per KG	per KG
Is Waste Compacted?		Daily Rental/Service Charge	£
Invoice Frequency		Charge per Empty/Collection	£

The Customer warrants that the description of the waste given above is complete and accurate. The Customer undertakes to notify Divert immediately if any of the details above change.

The duly authorised officers of the Customer and Divert, by signing below, accept the terms and conditions attached, and the terms written above.

Notes....

Agreed by the customer

Agreed by Divert Waste Ltd

Signature: Helen Lamb
Helen Lamb (Nov 6, 2023 12:12 GMT)

Email: helen.lamb@viamed.co.uk

Signature:

Email:

Job Title: Director

Job Title: Sales Executive

Site Report / Instructions

How far approximately is the container from a public/access road which can be accessed by a vehicle 2.5 metres wide?
.....⁰.....Metres

Has the operative any steep gradients, loose surfaces, steps or dangerous surfaces to encounter when moving or emptying the bin to the vehicle?

No ☒ Yes ☐

Details: The car park slopes towards the warehouse but it is only a problem in icy weather, the slope is not too steep.
.....
.....

Is the container sited on a street different to the above address?

No ☒ Yes ☐

Street Name:
.....

Directions:
.....
.....

What time can we empty the bin?

24 hours? No ☐ Yes ☒
or am to pm

Can we arrange to collect a key or extend these hours if required?

No ☐ Yes ☒

Will "out of hours" calls upset the neighbours?

No ☒ Yes ☐

Comments:
.....
.....

Do you require a lockable container? (240 litre & 360 litre containers are not lockable)

No ☐ Yes ☒

Any other helpful instructions? (Such as entry codes etc.)

We have had local kids put food waste in to the recycling bin before so we have locked the one we currently have. If it can be locked then you guarantee the waste stays clean and un contaminated.
.....
.....
.....
.....
.....



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Divert Ltd
Artemis House
Eboracum Way
York
YO31 7RE

Service User Number

4 5 3 6 8 9

Name(s) of Account Holder(s)

Viamed Ltd

Bank/Building Society account number

0 0 9 0 6 6 6 2

Branch Sort Code

2 0 7 8 4 2

Name and full postal address of your Bank or Building Society

To: The Manager Bank/Building Society
Barclays Bank Plc
Address
49 High Street
Skipton
Postcode
BD23 1DH

Instruction to your Bank or Building Society

Please pay Divert Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Divert Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Company Name

Viamed Ltd

Helen Lamb

Helen Lamb (Nov 6, 2023 12:12 GMT)

Director

Reference (for Divert use only)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Banks and Building Societies may not accept Direct Debit Instructions from some types of account

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Divert Ltd will notify you 14 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Divert Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

DIVERT WASTE LTD'S TERMS AND CONDITIONS OF SUPPLY

1. INTERPRETATION

- 1.1 **Divert Waste:** Divert Waste Ltd, registered in England and Wales with company number 13395628.
- 1.2 **Charges:** the charges payable by the Customer for the Services in accordance with clause 5 below.
- 1.3 **Collection Site:** the collection site or sites specified in the Services Agreement.
- 1.4 **Commencement Date:** the agreement commencement date specified in the Services Agreement.
- 1.5 **Contract:** the contract between the Customer and Divert Waste in accordance with these terms and conditions and the terms in the Services Agreement.
- 1.6 **Contract Year:** a year commencing on the Commencement Date or any anniversary of it.
- 1.7 **Customer:** the person or firm who purchases Services from Divert Waste.
- 1.8 **Equipment:** the waste disposal equipment hired out to the Customer by Divert Waste, as specified in the Services Agreement.
- 1.9 **Relevant Legislation:** any law, regulation or code (including the requirements of any public or competent authority, and guidelines contained in government waste management papers) applicable to any aspect of the Contract.
- 1.10 **Services:** the services supplied, or to be supplied, by the Supplier to the Customer, as set out in the Services Agreement.
- 1.11 **Services Agreement:** the document containing the main terms of the Contract and a description of the Services, as found overleaf, or, in the case of an online order, as emailed to the Customer with the order acknowledgment.
- 1.12 **Site Report:** the site report issued by Divert Waste and attached to the Services Agreement (if any).
- 1.13 **Transfer Note:** the current controlled waste transfer note completed by the parties pursuant to the provisions of the Environment Protection Act 1990, which relates to the Waste covered by this Contract.
- 1.14 **Waste:** the waste, particulars of which are set out in the Services Agreement and/or in any Transfer Note.
- 1.15 **Working Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.16 A reference to a statute or statutory provision includes a reference to it as amended or re-enacted, and to any subordinate legislation made under that statute or statutory provision.
- 1.17 Any words following **including, include, in particular, for example** and the like shall be construed as illustrative.
- 1.18 A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

- 2.1 The order constitutes an offer by the Customer to purchase Services in accordance with these terms and conditions of supply, and is accepted when Divert Waste signs overleaf or, in the case of an online order, emails the Customer an order acknowledgment.
- 2.2 These terms and conditions of supply apply to all agreements for the supply of services by Divert Waste, to the exclusion of all other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3 No additions or modifications to the Contract shall be binding upon Divert Waste unless specifically agreed in writing, and signed by Divert Waste.

3. SUPPLY OF SERVICES; EQUIPMENT HIRE

- 3.1 Divert Waste shall supply the Services to the Customer in all material respects in accordance with the description of the Services set out in the Services Agreement.
- 3.2 Divert Waste reserves the right to amend the Services if necessary to comply with Relevant Legislation.
- 3.3 Divert Waste warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.4 Divert Waste shall hire the Equipment to the Customer for use at the Collection Site, for the Contract.
- 3.5 The Customer agrees that the Equipment is suitable to contain and transport the Waste in the quantities specified. Divert Waste relies on the Customer's advice as to the quantity and weight of Waste involved in the provision of the Services. The Customer warrants that the information it provides is accurate and complete.

4. DURATION

- 4.1 The Contract shall commence on the Commencement Date, and is a rolling yearly contract.
- 4.2 The initial term of the Contract shall be 12 months, unless otherwise stated in the Services Agreement.
- 4.3 The Contract will be automatically renewed on each anniversary of the Commencement Date for further rolling terms of 12 months each, unless this agreement is terminated under clause 16.

5. CHARGE AND PAYMENT TERMS

- 5.1 The Charges, and invoice frequency, are shown in the Services Agreement.
- 5.2 The Charges are exclusive of VAT, which the Customer shall pay on receipt of a valid VAT invoice issued by Divert Waste.
- 5.3 All payments for the Service (and VAT) shall be due within 14 days of the date of the invoice unless otherwise stated. Time for payment shall be of the essence of the Contract.
- 5.4 All payments by the Customer shall be made in full without any set-off or counter-claim whatever.
- 5.5 Without prejudice to Divert Waste's other rights, if the Customer is late in paying any sum due under the Contract, Divert Waste may:
- (a) charge interest on the overdue sum from the due date until payment (even before any court judgment) at 8% a year above Barclays Bank plc's base rate;
- (b) charge a late payment fee of £12.00; and/or
- (c) suspend the Services until the overdue amount is paid.
- 5.6 The Customer agrees that Divert Waste's records will be proof of the Service provided.
- 5.7 Divert Waste may increase the Charges on giving the Customer one month's written notice, at any time, to reflect increases in its costs.
- 5.8 Where the Charge per Lift is based on a Maximum Weight, Divert Waste may revise the Maximum Weight (and proportionally the Charge per Lift) at any time, if it reasonably believes that the actual average weight per collection is greater than the Maximum Weight.
- 5.9 If any other Services, not mentioned overleaf, are requested by the Customer, Divert Waste may charge for them at a fee to be agreed in advance.

6. RECYCLATES

- 6.1 Divert Waste will pay the Customer for agreed raw materials collected from the Collection Site which are sent to, and processed in, a waste recycling plant ("Recyclate(s)"), the payment being based on the current market rate for the type of Recyclate. Divert Waste reserves the right to cease all payments for Recyclates with immediate effect should the current market rate of the Recyclate alter substantially. No payment shall be due if the load is contaminated and subsequently rejected by the recycling plant.

7. DELIVERY

- 7.1 Divert Waste shall deliver the Equipment to the Collection Site on the Commencement Date or as soon as reasonably practicable after it.
- 7.2 The Customer shall provide suitable access to the Collection Site, a suitable area for siting the Equipment and an area or facility for turning the vehicle around.
- 7.3 The driver may, in his absolute discretion, refuse delivery 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 the proposed area for siting the Equipment is unsuitable.
- 7.4 The Customer shall be responsible for the health and safety of persons (including the employees, agents and subcontractors of Divert Waste) whilst they are on or about the Collection Site.

8. PERFORMANCE DATES

- 8.1 Divert Waste will use reasonable endeavours to meet any dates for performance set out overleaf, but dates and times given are estimates only.
- 8.2 In particular, Divert Waste shall have no liability for any delay or default in the provision of the Service caused by any event outside its reasonable control (including breakdown or unavailability of Equipment or vehicles, and inability to obtain labour). If such an event should last for more than four weeks the Customer shall be entitled to terminate the Contract.

9. CHANGE IN CUSTOMER REQUIREMENTS

- 9.1 If the Customer's requirements change, the parties may agree to change the Contract, as per clause 9.3.
- 9.2 For example, if the Customer relocates premises and the Service to the Collection Site is no longer required, Divert Waste shall, subject to a satisfactory Site Report on the new premises, and clause 9.3 below, endeavour to provide the Service to the new premises.
- 9.3 Divert Waste shall confirm the changes (including any changes to the Charges) in writing, and both parties shall execute such replacement Transfer Notes as may be necessary.

10. THE EQUIPMENT - TITLE, RISK AND INSURANCE

- 10.1 Risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer at 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 Divert Waste). The Equipment shall remain at the sole risk of the Customer for the entire Contract term. During this period, the Customer shall insure the Equipment to its full replacement value.
- 10.2 The Equipment shall at all times remain the property of Divert Waste.
- 10.3 The Customer will comply with all Relevant Legislation, including that which applies to the Equipment
- 10.4 The Customer shall keep the Equipment in the condition it was in on the Commencement Date, fair wear and tear excepted.
- 10.5 In particular, the Customer shall not:

- (a) overload or overfill the Equipment so that it exceeds the Maximum Weight;
- (b) set fire to its contents;
- (c) interfere with its mechanisms;
- (d) add, or attach, any sign or writing to it; or
- (e) remove, deface or conceal any name plate or mark indicating that the Equipment is the property of Divert Waste (or its subcontractor or agent).
- 10.6 The Customer shall keep Divert Waste fully informed of all material matters relating to the Equipment.

11. LIMITATION OF DIVERT WASTE'S LIABILITY

- These clauses limit the liability of Divert Waste (including liability in negligence and other such torts). The Customer should read these provisions carefully, and check that it is covered by its own insurance where appropriate.**
- 11.1 The Equipment shall be deemed to be in good working order and condition and fit for the Customer's purpose (save for defects not discoverable by a reasonable examination) unless the Customer has formally notified Divert Waste of a defect within three Working Days of delivery of the Equipment.
- 11.2 Nothing in the Contract limits liability which cannot legally be limited (for example, liability for death or personal injury caused by negligence, and liability for fraud).
- 11.3 Any conditions, warranties or other terms which might be implied into the Contract by law are excluded from the Contract to the fullest extent possible.
- 11.4 Subject to clause 11.2, Divert Waste shall not be liable under the Contract for any:
- (a) indirect or consequential loss or damage,
- (b) loss of profit;
- (c) loss of revenue, production or business; or
- (d) damage to reputation.
- 11.5 Subject to clause 11.2, Divert Waste's total liability to the Customer shall not exceed the total Charges payable in the Contract Year in which the breaches or liabilities occurred.

12. ACCESS

- 12.1 The Customer shall at all times allow Divert Waste access to the Equipment to empty or replace it, and on the termination of the Contract to remove it from the Collection Site.

13. WASTE

- 13.1 The Waste deposited in the Equipment shall become the property of Divert Waste from the time when Divert Waste empties or replaces the Equipment (except the Waste referred to in clause 13.5).
- 13.2 The Customer and Divert Waste shall each sign a new Transfer Note:
- (a) when there is a change in any of the details set out overleaf, or on any Transfer Note; and/or
- (b) before the expiration of 12 months from the Commencement Date or any current Transfer Note.
- 13.3 The Customer warrants that the details relating to the Waste (including, for the avoidance of any doubt, those relating to weight and compatibility) contained overleaf, or in any Transfer Note, are and will be true and complete. Divert Waste relies on these details in the provision of the Services. Divert Waste shall be entitled to take samples of the material placed in the Equipment to satisfy itself that the description is accurate prior to the collection and the disposal. Such right shall under no circumstances relieve the Customer of its obligations to describe the Waste accurately.
- 13.4 The Customer shall not place, or allow to be placed, in the Equipment any material other than Waste as described overleaf or in the Transfer Note.
- 13.5 Divert Waste will, in particular, be entitled to refuse to deal with any material:
- (a) which it has reason to believe is toxic, poisonous, explosive, inflammable, or otherwise dangerous;
- (b) the handling of which may cause Divert Waste to incur civil or criminal liability;
- (c) which it has reason to believe is or may be hazardous waste (as defined in the Hazardous Waste (England and Wales) Regulations 2005); or
- (d) the disposal of which might involve Divert Waste any additional expense or any unreasonable amount of extra work.

14. LIABILITIES OF THE CUSTOMER

- 14.1 The Customer agrees to indemnify (hold harmless) Divert Waste for all liabilities, costs, expenses, damages and losses (including indirect losses, loss of profit, loss of reputation and all interest, penalties, and legal, or other professional, costs and expenses) suffered or incurred by Divert Waste (or its subcontractors, agents and employees) arising out of, or in connection with,
- (a) the Waste;
- (b) any act or omission on the part of the Customer, its agents or employees.
- 14.2 If the Customer requires that the Equipment be placed in a position which requires a delivery vehicle to leave the public highway, the Customer shall:
- (a) indemnify Divert Waste against any loss or damage they may thereby incur, whether as a result of damage to the vehicle, the Equipment, the property of the Customer, or the property of a third party, including damage to the road margin or pavements; and
- (b) maintain insurance cover in respect of this indemnity, and shall at the request of Divert Waste provide a copy of the insurance policy as proof of maintaining such cover.
- 14.3 The Customer is liable for all loss or damage to the Equipment, other than fair wear and tear.

15. CREDIT CHECKS

- Divert Waste may require a credit application from the Customer, and, in processing the credit application, may make enquiries of credit reference agencies, or other sources, who may keep a record of Divert Waste's enquiry. The Customer consents to this, and authorises Divert Waste to use information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing.

16. TERMINATION

- 16.1 At the end of any Contract Year, either party may terminate the Contract on two months' notice, given to the other party in writing at least two months prior to the end of the Contract Year.
- 16.2 Either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) 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 21 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 16.3 Divert Waste may opt to suspend the Services, rather than terminate the Contract, if it is entitled to terminate under clause 16.2.
- 16.4 If Divert Waste terminates the Contract under clause 16.2, the Customer shall pay the Charges accrued prior to the termination date, **and in addition shall pay, as liquidated damages, 41% of the Charges which would have become payable** for the period from the date of such termination to the earliest date on which this agreement could validly be terminated by notice given in accordance with clause 16.1.

17. SUBCONTRACTING & ASSIGNMENT

- 17.1 Divert Waste may subcontract any or all of its obligations under the Contract to any subcontractor which, in its reasonable opinion, is a suitable replacement for Divert Waste. References to Divert Waste in this Contract should be read as references to its subcontractors, as well as its agents, as appropriate.
- 17.2 Divert Waste may assign (transfer to another entity) any or all of its rights and obligations under the Contract.
- 17.3 The Customer may not assign (transfer to another entity) its rights or obligations under the Contract without Divert Waste's written consent.

18. GENERAL

- 18.1 The Contract is the entire agreement between the parties relating to its subject matter. It extinguishes all previous agreements, assurances, representations, understandings etc. between them relating to its subject matter. Neither party relies on any such statements etc. that are not set out in the Contract.
- 18.2 Clauses 11, 14 and 16, in particular, shall remain in force after termination of the Contract.
- 18.3 Termination of the Contract shall not affect any rights or remedies of either party arising before termination
- 18.4 If any clause in the Contract is held invalid (for example one limiting liability), it shall, to the minimum extent necessary, be deemed altered to make it valid.
- 18.5 The Contract is governed by English law, and the English courts shall have exclusive jurisdiction.
- 18.6 No time or indulgence given, and no waiver of a right, shall prejudice a right (for example, mean that it has been fully waived).
- 18.7 If a notice is sent by first class post, it shall be deemed received two days later.
- 18.8 Except as set out in the Contract, no third party shall have any rights under the Contract under the Contracts (Rights of Third Parties) Act 1999.