

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings:

“Applicable Laws” means all applicable laws, statutes, regulations, edicts, by-laws, mandatory codes of conduct, mandatory guidelines, recommended guidance and recognised best practice, whether local, national or international or otherwise existing from time to time as may be applied within the jurisdiction of the English courts;

“Customer” means the person(s), firm or company described in the SLA as the customer;

“Conditions” means these terms and conditions which together with the SLA govern the Contract;

“Commencement Date” means the commencement date specified on the SLA;

“Contract” means any contract between SRCL and the Customer for the supply of Services formed in accordance with condition 3 and governed by these Conditions and the terms of the SLA;

“Contract Year” means each twelve (12) month period commencing on the Commencement Date and/or anniversaries thereof;

“Equipment” means any goods, items or other equipment which SRCL supplies to the Customer (including any of them or any part of them) under, or relating to, a Contract;

“Initial Term” means the initial term specified in the SLA;

“Services” means any services which SRCL supplies to the Customer (including any of them or any part of them) under a Contract;

“SLA” means the service level agreement signed by the Customer and SRCL which together with these Conditions govern the Contract;

“SRCL” means SRCL Limited, a company registered in England and Wales with company number 3226910 whose registered address is at Indigo House, Sussex Avenue, Leeds, West Yorkshire, LS10 2LF;

“Waste Acceptance Criteria” means SRCL’s waste acceptance criteria which are available to download from SCRL’s website at www.srcl.com and which SRCL may amend from time to time;

“Working Day” means any day other than a Saturday or Sunday or a public or bank holiday in England and Wales.

1.2 In the SLA and these Conditions:

(a) headings (all of which are for reference only) shall not affect the construction of the SLA or these Conditions;

(b) the words “including” and “include” and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

(c) the singular shall include the plural and vice versa;

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(d) any reference to any legislation or legislative provision shall be construed as a reference to that legislation or legislative provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced; and

(e) any reference to a person includes individuals, firms, limited liability partnerships, companies, bodies corporate and any unincorporated bodies or associations whatsoever.

2. APPLICATION AND ORDER OF PRECEDENCE

2.1 Subject to any valid variation under condition 2.2, these Conditions shall govern and be incorporated into every Contract to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

2.2 These Conditions may only be varied or amended upon prior written agreement by SRCL as evidenced in the SLA and signed by an authorised representative of SRCL.

2.3 In the event of any conflict or inconsistency between these Conditions and the SLA and the Waste Acceptance Criteria, the terms of the SLA shall prevail followed by these Conditions followed by the Waste Acceptance Criteria.

3. QUOTATIONS AND ACCEPTANCE OF TERMS AND CONDITIONS

3.1 A quotation by SRCL does not constitute an offer and is valid for a period of 30 days only from its date unless SRCL has withdrawn it earlier by notice to the Customer.

3.2 Any order, request or acceptance of a quotation for services made by the Customer and/or the signing of the SLA by or on behalf of the Customer shall be deemed to be an offer by the Customer to purchase the Services upon the terms of the SLA and these Conditions. No Contract shall come into existence until:

3.2.1 the Customer's request or order for services is accepted by SRCL by way of an authorised representative of SRCL signing the SLA; and

3.2.2 all credit checks have been completed satisfactorily in accordance with condition 3.3.

3.3 SRCL's acceptance and formation of the Contract is conditional upon satisfactory credit checks on the Customer, its directors, partners and/or principals as SRCL considers

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necessary. If such credit checks are not to SRCL's satisfaction, SRCL reserves the right not to enter into any Contract with the Customer or to revise any price quotation that SRCL may have provided.

3.4 The commencement of the performance of the Services shall (without prejudice to condition 3.2 and 3.3 or any other manner in which acceptance of these Conditions may be evidenced) constitute unqualified acceptance of these Conditions by the Customer.

3.5 The Customer shall ensure and hereby warrants and represents that the terms of its order and the SLA are complete and accurate.

3.6 The Customer may not terminate or otherwise cancel the Contract (or any part thereof) except in accordance with these Conditions.

4. TERM

4.1 The Contract shall commence on the Commencement Date and shall continue for the Initial Term unless otherwise terminated earlier in accordance with these Conditions.

4.2 Subject to payment of early termination fees in accordance with condition 5.1, the Customer shall be entitled to terminate the Contract during the Initial Term upon providing no less than three (3) months notice in writing to SRCL.

4.3 At the end of the Initial Term, the Contract shall continue on a rolling annual basis unless and until either party provides the other with no less than three (3) months notice in writing to expire at the end of the Initial Term or, after that, any subsequent Contract Year.

5. COMPENSATION FOR EARLY TERMINATION AND FOR FAILURE TO PROVIDE ADEQUATE NOTICE

5.1 In the event the Customer terminates the Contract during the Initial Term, the Customer shall immediately pay to SRCL:

5.1.1 all amounts that would have been payable under the Contract for the three (3) month period that constitutes the notice period (or should have constituted the notice period if properly served) in accordance with condition 4.2; and

5.1.2 100% of the charges which would have been payable under the Contract for the following three month period; and

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5.1.3 50% of the charges payable under the Contract for the remainder of the Initial Term. The Customer hereby acknowledges and agrees that the charges set out in this clause 5.1 represent a reasonable pre-estimate of the likely losses and costs that would be incurred by SRCL as a result of the Customer's termination of the Contract during the Initial Term (taking into account such factors as pricing structure, the cost of Equipment and administration costs), and that such charges do not represent a penalty. For the avoidance of doubt, SRCL is not required to mitigate its losses and/or costs in such circumstances and the charges shall remain payable notwithstanding the provision of any services by SRCL to other customers.

6. CUSTOMER INFORMATION

6.1 Upon signing the SLA, the Customer agrees that SRCL may use and/or disclose personal information about the Customer, its directors, partners or principals for the purposes of obtaining credit checks or for marketing SRCL's products or services that appear relevant to the Customer. SRCL will not pass this information to any third party for marketing purposes.

7. EXCLUSIVITY

7.1 During the term of the Contract, the Customer agrees that (subject always to the Customer's compliance with the Waste Acceptance Criteria) it shall use SRCL exclusively for all of its waste disposal requirements provided that:

7.1.1 the Customer's obligation under this condition 7.1 shall only apply to the extent that the services required are the same or substantially similar in nature to the Services supplied by SRCL under the Contract; and

7.1.2 after the expiry of the Initial Term, the Customer's obligation under this condition 7.1 shall be limited to an obligation to use SRCL in respect of eighty per cent (80%) of its waste disposal requirements, calculated on the basis of the value of the Customer's requirements in the preceding Contract Year.

8. THE SERVICES

8.1 The scope and specification of the Services shall be as set out in the SLA.

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8.2 All samples, drawings, descriptive matter, specifications and advertising issued by SRCL and any descriptions or illustrations contained in SRCL's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services represented by or described in them. They shall not form part of the Contract and shall not constitute any warranty, undertaking or representation.

8.3 SRCL may make any changes to the SLA or provision of the Services at any time by providing written notice to the Customer PROVIDED THAT any such changes:

8.3.1 are required to conform with any Applicable Laws; or

8.3.2 do not materially affect the quality or performance of the Services.

9. CHANGES TO EXISTING AND PROVISION OF OUT OF SCOPE SERVICES

9.1 In the event that the Customer wishes to change the nature or scope of the Services, it shall notify SRCL of the requested change. It will be at SRCL's sole determination whether proposed changes to the existing Services or the provision of any additional services shall be accepted by SRCL and, if so, whether such shall be dealt with in a separate Contract or whether the existing SLA can be amended to include the additional services. No change to the nature or scope of the Services shall be effective unless prior agreed in writing by SRCL.

9.2 For the avoidance of doubt, in the event that the Customer wishes to increase the nature or scope of the Services and SRCL agrees to provide such increased Services, the Customer accepts that such increase will result in increased charges (such charges to be agreed between the parties in writing). In addition, in the event that the parties amend the current SLA, SRCL may charge a fee to cover its administration costs.

10. WASTE COLLECTION

10.1 SRCL will collect waste (where agreed as part of the scope of the Services) from the site address(es) specified in the SLA PROVIDED THAT:

10.1.1 all such waste properly complies with the Waste Acceptance Criteria; and

10.1.2 in respect of each individual collection of waste, the Customer shall ensure that its representative is available to sign any document requested by SRCL (including to confirm that the waste complies with relevant legislation).

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10.2 SRCL reserves the right to reject and shall not be required to collect any waste which is different from or additional to that specified in the SLA or which does not comply with the Waste Acceptance Criteria. In the event SRCL elects to collect such different or additional waste, the Customer shall be responsible for any and all costs of collection and disposal. In particular, the Customer agrees that improperly packaged, leaking or overweight waste will be subject to off-specification charges for repackaging and special handling in order to cover the increased costs incurred by SRCL. In the event SRCL rejects such waste, the Customer will at its own expense immediately remove any such rejected waste from the Equipment and the Customer's premises, make good any leakage or contamination that may have occurred and indemnify SRCL in full for any loss, damage and expenses incurred as a result of rejection of the waste, including all costs of cleaning and making good the Equipment.

10.3 SRCL shall be entitled to reject any waste which it considers (in its sole discretion) cannot be collected and/or transported and/or disposed of:

10.3.1 in a lawful manner;

10.3.2 without a risk to public health; or

10.3.3 without a risk to the environment.

10.4 The Customer shall be liable for all costs, losses, expenses, liabilities, settlements, damages, claims, demands, proceedings, injuries and legal costs (howsoever incurred and whether such losses are incurred directly or indirectly) which SRCL suffers or incurs as a consequence of the collection of any waste by SRCL from the Customer which does not comply with the Waste Acceptance Criteria.

10.5 SRCL may impose a surcharge to cover its additional costs in the event that SRCL attempts to pick up waste at the Customer's site and either:

10.5.1 waste is not ready for collection in accordance with condition 10.1 above; or

10.5.2 the Customer's site is closed.

11. CUSTOMER OBLIGATIONS

11.1 The Customer warrants, represents and undertakes that it shall:

11.1.1 grant access to SRCL, its agents, representatives and employees and facilitate such access to the Customer's premises as may be necessary for SRCL to perform the Services and otherwise exercise its rights and obligations under the Contract; and

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11.1.2 provide suitable area(s) at its premises for siting the Equipment and only use the Equipment to store the waste (save where other equipment is approved by SRCL in writing from time to time); and

11.1.3 comply with all Applicable Laws including, ensuring that all waste and Equipment is stored, labelled and provided for collection in accordance with the Applicable Laws and good environmental practice; and

11.1.4 maintain and insure the Equipment as set out in condition 19; and

11.1.5 complete, and if appropriate, provide SRCL and any authorities with, all necessary documentation to comply with Applicable Laws.

11.2 If SRCL is unable to perform the Services (in whole or in part) as a result of the Customer's failure to fulfil its obligations as set out in condition 11.1, the Services shall be deemed to have been performed on the due date and (without prejudice to its other rights) SRCL may recover from the Customer its full charges in respect of the Services and any loss and additional costs incurred as a result of such refusal or failure.

11.3 In the event that SRCL provides to the Customer any electronic or printed material (the "Compliance Materials"), SRCL hereby grants to the Customer a revocable, limited, non-sub-licensable, non-transferable licence to use such Compliance Materials for its own internal uses only. The Customer hereby warrants, represents and undertakes that it shall treat such Compliance Materials as Confidential Information and shall not distribute, sub-license or otherwise provide the Compliance Materials to any third party except with the prior written approval of SRCL.

12. TIME FOR PERFORMANCE

12.1 Time for performance of all obligations of the Customer under the Contract is of the essence.

12.2 Time for performance of all obligations of SRCL under the Contract is not of the essence. Without prejudice to the generality of the foregoing, the dates mentioned in any quotation, the SLA or elsewhere for performing the Services are approximate only and time for performance is not of the essence (and shall not be made so by the service of any notice). The Customer acknowledges and agrees that in respect of the periodic collection of waste, SRCL shall have no obligation to collect waste on any particular day or time.

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13. WASTE TRANSFER NOTES AND SIMILAR DOCUMENTATION

13.1 SRCL may agree (as evidenced in the SLA) to issue or otherwise provide certain transfer notes or other documentation required by Applicable Laws and/or good environmental practice on behalf of the Customer. Failure by the Customer to co-operate with SRCL in connection with the issue or provision of such documentation including for example, failure to sign or return a controlled or hazardous waste transfer note issued by SRCL within relevant timescales, shall entitle SRCL to suspend performance of the Services until the Customer provides such co-operation. In the event the Customer unduly delays (in the reasonable opinion of SRCL) in providing such co-operation, SRCL shall be entitled to terminate the Contract (or any part thereof) immediately (without liability).

13.2 Nothing in this condition 13 shall relieve the Customer of its obligations under condition 11.

14. PERFORMANCE IN STAGES

SRCL may perform any of the Services in stages.

15. CLINICAL WASTE

15.1 This condition 15 shall apply to the removal of Clinical Waste by SRCL on behalf of the Customer. Clinical Waste shall have the meaning given in the Controlled Waste Regulations 1992 (as amended) and the Controlled Waste Regulations (Northern Ireland) 2002 (as amended).

15.2 The Customer warrants, represents and undertakes that it shall properly segregate, package, classify and describe all Clinical Waste in accordance with:

15.2.1 all Applicable Laws in respect of Clinical Waste including (as applicable) the Hazardous Waste (England & Wales) Regulations 2005 (as amended), The Special Waste Amendment (Scotland) Regulations 2004 (as amended) and the Hazardous Waste Regulations (Northern Ireland) 2005;

15.2.2 the requirements and guidance of the any governmental, regulatory and/or local authority (including the Department of Health) and any respective body within a relevant devolved administration where the Clinical Waste is collected, transported and/or disposed; and

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15.2.3 the requirements specified in the Waste Acceptance Criteria.

15.3 The Customer shall on demand indemnify and hold harmless SRCL and its respective officers, directors, members, agents, sub-contractors and employees from any and all losses, liabilities, actions, demands, claims, proceedings, settlements, damages, costs and expenses suffered or incurred by SRCL which result from a breach of its obligations under this condition 15.

16. TRANSPORT OF WASTE

16.1 In respect of all waste which may reasonably be considered dangerous for transport by road, the Customer warrants, represents and undertakes that it shall present such waste identified, classified, packaged and labelled in accordance with all Applicable Laws including the requirements of the European agreement concerning the international carriage of dangerous goods by road.

16.2 In the event that the Customer requires waste collected in Northern Ireland to be incinerated, the Customer warrants, represents and undertakes that it shall present such waste identified, classified, packaged and labelled:

16.2.1 in such a manner that the waste may be transported by sea in accordance with the requirements of the International Maritime Dangerous Goods Code; and

16.2.2 in accordance with all other applicable laws and regulations.

17. PRICE

17.1 The price for the Services shall be the price set out in the SLA (such price marked as the “Annual Total Contract Value”) and is exclusive of any value added tax or other applicable sales tax or duty which shall be added to the sum in question.

17.2 SRCL shall be entitled to charge and the Customer shall pay the minimum charges for waste as detailed on the SLA, irrespective of whether or not any minimum volumes or quantities have been provided by the Customer for collection.

17.3 If the maximum weights of the waste contents exceed the weights per unit shown below, SRCL shall be entitled to charge and the Customer shall pay any and all additional collection and other associated costs in connection with the removal of such waste. The current maximum weights are:

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Unit Type Maximum Weight

770L wheeled unit 100kg

360L wheeled unit 60kg

17.4 Should the Customer require schedules or reports to support invoices raised or for any other reason, SRCL reserves the right to charge for these accordingly at its standard rates from time to time.

17.5 In the event that the cost to SRCL of providing the Services increases, SRCL shall be entitled to increase the price for the Services immediately by providing written notice to the Customer.

17.6 SRCL shall be entitled at any time to suggest that the Customer transfers to a new Services program or payment mechanism. SRCL shall provide the Customer with key details relating to this (including any changes to charges) and the Customer shall give full and reasonable consideration to any such suggestion. If the parties agree to any transfer to a new Services program or payment mechanism, the parties shall amend the SLA accordingly.

18. PAYMENT

18.1 SRCL may invoice the Customer for the Services in accordance with the SLA and subject to condition 18.5, payment is due in accordance with the terms set out in the SLA.

18.2 Time for payment shall be of the essence and SRCL reserves the right to terminate the Contract or to suspend performance of its obligations under the Contract where any amounts are overdue under the Contract.

18.3 The Customer shall not be entitled to withhold payment of any amount due to SRCL by way of any set-off or counterclaim.

18.4 No payment shall be deemed to have been received until SRCL has received cleared funds.

18.5 All sums payable to SRCL under the Contract shall become due immediately upon termination of the Contract.

18.6 If the Customer fails to pay any amount due to SRCL under any Contract on the due date, interest shall be added to such amount at the rate of 4% over the base rate for the time being of Barclays Bank plc for the period from and including the date of receipt (whether before or after judgment).

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18.7 SRCL reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 in lieu of interest calculated on the basis set out in condition 18.6.

18.8 The Customer shall bear any costs that SRCL may incur in collecting overdue amounts from the Customer, including reasonable legal fees and court costs.

19. RISK AND TITLE

19.1 SRCL shall be responsible for the delivery of the Equipment to the Customer's premises.

19.2 Risk of damage to, and loss of, the Equipment shall pass to the Customer on delivery, and the Customer shall arrange and maintain appropriate insurance in respect of the Equipment whilst on the Customer's premises. The Customer will promptly produce evidence of such insurance to SRCL on request.

19.3 Title to the Equipment shall never pass to the Customer.

19.4 The Customer warrants, represents and undertakes that it shall at its own expense keep the Equipment in good and substantial repair and suitable for use at all times whilst on the Customer's premises. In the event that any damage is caused to the Equipment (and provided that such damage is not caused by ordinary wear and tear), the Customer shall be liable for the full costs of SRCL in repairing such damage.

19.5 If any payment to SRCL is overdue, or the Customer is otherwise in breach of any obligation to SRCL, or upon termination or expiry of any applicable Contract, SRCL may immediately (without prejudice to any other of its rights):

19.5.1 retake possession of all or any part of the Equipment; or

19.5.2 require delivery up to it of all or any part of the Equipment.

19.6 The Customer's right to possession of the Equipment shall terminate immediately if any of the circumstances set out in condition 22.2 occur in relation to the Customer.

19.7 SRCL shall be entitled to recover any payment for the Equipment notwithstanding that title in any of the Equipment has not passed from SRCL.

19.8 The Customer grants SRCL, its agents, representatives and employees an irrevocable permission on two days' written notice to visit any premises where the Equipment is or may

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be stored and to inspect such Equipment, or, where the Customer's right to possession has terminated, to recover such Equipment.

19.9 On termination of the Contract, howsoever caused, SRCL's (but not the Customer's) rights contained in this condition 19 shall remain in effect.

19.10 Title to waste collected from the Customer shall transfer to and vest in SRCL at the same time that such waste is received and unloaded at SRCL's waste disposal facility.

20. EXCLUSION OF LIABILITY AND INDEMNITY

Exclusion of Liability

20.1 Except as set out in this condition 20, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non supply or delay in supply of the Services are excluded to the fullest extent permitted by law.

20.2 Subject to the provisions in condition 20.4, SRCL is not liable to the Customer in contract, tort (including negligence or breach of statutory duty), or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non supply or delay in supply of the Services or otherwise in connection with the Contract:

20.2.1 loss or damage incurred by the Customer as a result of third party claims;

20.2.2 loss of actual or anticipated profits;

20.2.3 loss of business opportunity;

20.2.4 loss of anticipated savings or revenue;

20.2.5 loss of goodwill;

20.2.6 injury to reputation; or

20.2.7 any indirect, special or consequential loss or damage howsoever caused even if SRCL was advised of the possibility of them in advance.

20.3 Without prejudice to conditions 20.2 and 20.4, the entire liability of SRCL arising out of or in connection with the supply, non supply or delay in supply of the Services, or otherwise

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in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to the lesser of:

20.3.1 £1,000,000; and

20.3.2 the invoiced value of Services performed in the 12 months which immediately precede the date of the first cause of action, in respect of each event or series of connected events.

20.4 Nothing in this Agreement shall operate to exclude or restrict SRCL's liability for:

20.4.1 death or personal injury resulting from negligence;

20.4.2 fraud or fraudulent misrepresentation; or

20.4.3 any matter which it would be illegal for SRCL to exclude or attempt to exclude its liability.

Indemnity

20.5 The Customer agrees to on demand indemnify, keep indemnified and hold harmless SRCL and its respective officers, directors, members, agents, sub-contractors and employees from and against all costs (including the costs of enforcement), losses, expenses, liabilities, settlements, damages, claims, demands, proceedings, injuries, pure economic loss, loss of profits, loss of business, depletion of goodwill, judgments and legal costs (howsoever incurred and whether such losses are incurred directly or indirectly) which SRCL incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Customer of the terms of the Contract.

20.6 The Customer agrees to on demand indemnify, keep indemnified and hold harmless SRCL and its respective officers, directors, members, agents, sub-contractors and employees from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of the Customer's use, operation or possession of any item of Equipment where such use, operation or possession is not in accordance with these Conditions and/or the written instructions of SRCL.

21. FORCE MAJEURE

21.1 Neither party shall be deemed to be in breach of the Contract or otherwise liable to the other in any manner whatsoever for any failure or delay in performing any or all of its

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obligations under the Contract which result from or is attributable to acts, events, omissions, accidents or any circumstances beyond the reasonable contemplation or control of such party.

21.2 For the avoidance of doubt this includes without limitation, strikes, lockouts or other industrial disputes, protest, act of God, war, national emergency, acts of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic or default of suppliers or subcontractors.

21.3 Each party will use reasonable endeavours to notify the other in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

22. TERMINATION

22.1 On or at any time after the occurrence of any of the events in condition 22.2, SRCL may:

22.1.1 suspend further performance of the Services for the Customer;

22.1.2 terminate any Contract forthwith by giving notice to that effect to the Customer.

22.2 The events are:

22.2.1 The Customer being in material breach of any obligation under a Contract or these Conditions;

22.2.2 a meeting being convened, a petition presented, an order made, an effective resolution passed, or notice being given for a party's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or

22.2.3 an application being made, or resolved to be made by any meeting of the Customer's directors or members, for an administration order in relation to it or any party giving or filing notice of intention to appoint an administrator of it or such an administrator being appointed; or

22.2.4 an incumbrancer taking possession, or a receiver or manager or administrative receiver being appointed, of the whole or any part of the Customer's assets; or

22.2.5 the Customer having any distraint, execution or other process levied or enforced on any of its property; or

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22.2.6 the Customer ceasing or suspending payment of any of its debts or being unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or

22.2.7 a proposal being made for a composition in satisfaction of the Customer's debts or a scheme of arrangement of its affairs including a voluntary arrangement within the meaning of part I of the Insolvency Act 1986; or if the Customer reasonably anticipates that one of the above set of circumstances is about to occur.

22.3 SRCL shall be entitled to terminate any Contract at any time by giving the Customer at least 60 days' written notice in the event that SRCL and/or its sub-contractors is unable to continue performing its obligations under the Contract due to the suspension, revocation, cancellation or termination of any licence or permit required to perform the obligations under the Contract or in the event that a change in any law or regulation makes it impractical (in SRCL's sole discretion) to continue performing under the Contract.

22.4 On termination of a Contract, any indebtedness of the Customer to SRCL shall become immediately due and payable and SRCL is immediately relieved of any further obligation to perform Services to the Customer pursuant to that Contract.

22.5 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Customer or SRCL accrued prior to termination. Any Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

23. SEVERANCE

23.1 If any provision of a Contract or these Conditions is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract or these Conditions which shall remain in full force and effect.

23.2 If any provision of a Contract is so found to be invalid or unenforceable, but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

23.3 The parties agree, in the circumstances referred to in condition 23.1 and if condition 23.2 does not apply, to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the

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parties under any invalid or unenforceable provision of the Contract shall be suspended while an attempt at such substitution is made.

24. WAIVER AND CUMULATIVE REMEDIES

24.1 The rights and remedies provided by the Contract may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by SRCL shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of the Contract or of a default under the Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract.

24.2 The rights and remedies provided by the Contract are cumulative and (unless otherwise provided in the Contract) are not exclusive of any rights or remedies provided at law or in equity.

25. ASSIGNMENT AND SUB-CONTRACTING

25.1 SRCL may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.

25.2 The Contract is personal to the Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the prior written consent of SRCL.

26. THIRD PARTIES

A person who is not party to a Contract shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of such Contract or of these Conditions.

27. ENTIRE AGREEMENT

These Conditions and the SLA contain all the terms which SRCL and the Customer have agreed in relation to the Services and supersede any prior written or oral agreements, representations or understandings between the parties relating to such Services. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SRCL which is not set out in these Conditions or the SLA.

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Nothing in this condition 27 shall exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

28. NOTICES

28.1 Any notice demand or communication given by one party to the other in connection with a Contract must be in writing and may be delivered personally, by pre-paid first class post, by facsimile or by email to the recipient at its registered office or to any other address notified in writing by one party to the other for the purpose of receiving notices in connection with the Contract. Each party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed. The notice, demand, or communication will be deemed to have been duly served:

28.1.1 if delivered personally, at the time of delivery;

28.1.2 in the case of pre-paid first class post, recorded delivery or registered post from and to an address in the United Kingdom or Northern Ireland, two days from the date of posting, and if from and to an address elsewhere, five days from the date of posting;

28.1.3 in the case of registered airmail, five days from the date of posting; and

28.1.4 in the case of fax, 12 hours after the time of transmission provided an error-free transmission report has been received by the sender and provided that within 24 hours of transmission a copy of the fax is sent by post to the intended recipient; and

28.1.5 in the case of email at the time that the email enters the email system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender PROVIDED THAT if deemed receipt by any of the above methods occurs before 9.00am on a Working Day the notice shall be deemed to have been received at 9.00am on that day, and if deemed receipt occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9.00am on the next Working Day.

29. CONFIDENTIALITY

29.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential

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nature (“Confidential Information”) except as strictly necessary to perform its obligations or exercise its rights under this Agreement PROVIDED THAT this provision shall not apply to Confidential Information:

29.1.1 which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or

29.1.2 which comes into the public domain otherwise than through the default or negligence of the receiving party; or

29.1.3 which the receiving party is required to disclose by law or applicable regulatory authority.

29.2 In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.

29.3 Each party shall ensure that its personnel, sub-contractors and agents who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this condition 29.

30. AGENCY

Nothing in this Agreement shall be deemed to create or imply the existence of any partnership or joint venture between the parties nor any arrangement which would impose liability on one party for the acts or omissions of the other.

31. LAW AND JURISDICTION

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England. Each party agrees to submit to the non exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

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