

SCHEDULE 0

Standard Terms and Conditions of Purchase

1. INTRODUCTION

- 1.1 RLS and Supplier agree to enter into an Agreement for the purchase of services pursuant to the terms and conditions set out in (a) the Purchase Order; and (b) these Standard Terms and Conditions of Purchase (the "**Terms**"), together the "**Agreement**".
- 1.2 The terms and conditions of the Agreement are the only terms and conditions on which RLS will purchase services and will apply to the exclusion of all other terms and conditions including any terms and conditions which Supplier purports to apply under any quotation, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document (whether or not such document is referred to in the Agreement) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 1.3 If there is any conflict or ambiguity between the terms of the documents listed in **clause 1.1**, the order of precedence shall be these Terms, followed by the Purchase Order.
- 1.4 These Terms come into force on the Commencement Date as set out in the Purchase Order.

2. CONTRACT FORMATION

- 2.1 All work performed by the Supplier will be quoted in advance of a purchase order via a quotation ("**Supplier Quote**") or will be based on a formally agreed rate card for services.
- 2.2 Based on the Supplier Quote or the agreed rate card, RLS may issue a purchase order ("**Purchase Order**") to the Supplier. The Purchase Order constitutes an offer by RLS to purchase the services set out in the purchase order ("**Services**") from the Supplier.
- 2.3 A contract for the supply of Services by Supplier to RLS on the terms and conditions of the Agreement will be formed when the Supplier accepts the Purchase Order.
- 2.4 Commencement of performance of the Services by the Supplier will be deemed conclusive evidence of Supplier's acceptance of the Agreement. The Supplier shall not commence any Services without a valid Purchase Order from RLS.
- 2.5 Supplier may not cancel the Agreement. RLS may cancel the Agreement in whole or in part immediately by giving written notice to that effect to Supplier at any time before commencement of the Services in accordance with **clause 3.1**. If RLS exercises its right of cancellation under this **clause 2.5** its sole liability will be to pay to Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 2.6 Supplier may not perform the Services by separate instalments unless RLS gives prior written consent to this. If RLS gives such consent, Supplier will invoice the Charges for each instalment separately in and RLS will be entitled, at its sole discretion, to exercise its

rights and remedies (whether under the Agreement or otherwise) in respect of the relevant instalment or the whole Agreement.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall from the Commencement Date and for the duration of the Agreement provide the Services to RLS in accordance with the terms of the Agreement.
- 3.2 In providing the Services, the Supplier shall:
- 3.2.1 co-operate with RLS in all matters relating to the Services, and comply with all instructions of RLS;
- 3.2.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 3.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 3.2.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Purchase Order;
- 3.2.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 3.2.6 use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services, will be free from defects in workmanship, installation and design;
- 3.2.7 prepare and provide all relevant job paperwork relating to the Services in accordance with applicable laws, including but not limited waste transfer notes, weighbridge tickets, and consignment notes ("**Paperwork**");
- 3.2.8 obtain and at all times maintain all licences and consents which may be required for the provision of the Services, including all relevant environmental permits and waste carrier licences;
- 3.2.9 comply with all applicable laws, regulations, governmental and regulatory policies, guidelines or industry codes of practice which may apply from time to time to the provision of the Services, including but not limited to, health and safety guidelines and the Supplier's own codes, policies and Risk and Method Statements;
- 3.2.10 observe all health and safety rules and regulations and any other security requirements that apply at any of the premises at which the Services will be performed;
- 3.2.11 not do or omit to do anything which may cause RLS to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that RLS may rely or act on the Services; and

- 3.2.12 comply with any additional obligations as set out in the Purchase Order.
- 3.3 Any third-party on-site requests in relation to the Services ("**Additional Requests**") must be recorded by the Supplier on a waste transfer note as part of the Paperwork. The Supplier must inform RLS as soon as practicable. If the Supplier fails to inform RLS in accordance with this **clause 3.3**, RLS may reject any related charges or payment claims and shall have no obligation to pay for such Additional Requests.
- 3.4 The Supplier will perform the Services at the address specified in the Purchase Order. The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that RLS notifies to the Supplier. Time is of the essence in relation to any of those performance dates. The Supplier must notify RLS promptly and in any case at least one (1) working day (where practicable) if it is unable to complete the Services in line with the performance dates.
- 3.5 The Supplier will provide all Paperwork as specified in **clause 3.2** within three (3) working days of completion of performance of the Services. If the Supplier fails to provide such Paperwork within the specified timeframe, RLS may deem the Services as unperformed and may withhold payment for the Services until such Paperwork is provided.
- 3.6 If Supplier fails to perform the Services on the date specified in **clause 3.3** and in accordance with **clause 3.3**, without prejudice to any of its other rights or remedies (whether express or implied), RLS may:
- 3.6.1 terminate the Agreement immediately by giving written notice to that effect to Supplier;
- 3.6.2 require the Supplier to provide repeat performance of the Services;
- 3.6.3 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 3.6.4 recover from the Supplier any costs incurred by RLS in obtaining substitute services from a third party;
- 3.6.5 require a refund from the Supplier of sums paid in advance for the Services that the Supplier has not provided; and
- 3.6.6 recover from the Supplier any and all liabilities, losses, damages, costs and expenses incurred by RLS as a result of the Supplier's failure to supply the Services.
- 3.7 These Terms shall extend to any substituted or remedial services provided by the Supplier.
- 3.8 RLS' rights and remedies under the Agreement are in addition to, and not exclusive of, any rights and remedies implied by statute or common law.
- 4. RLS OBLIGATIONS**
- 4.1 RLS shall provide such necessary information for the provision of the Services as the Supplier may reasonably request, and will promptly notify the Supplier in the event of any changes to such information.
- 5. CHARGES AND PAYMENT**
- 5.1 Subject to Supplier performing its obligations in accordance with the terms of the Agreement, RLS will pay the Charges to Supplier in accordance with this **clause 5**. Charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by RLS, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice RLS on completion of the Services, and in any case within five (5) working days of completion of the Services. Each invoice shall include such supporting information required by RLS to verify the accuracy of the invoice, including the relevant purchase order number. Any additional charges submitted or invoiced more than five (5) working days after completion of the Services may be rejected by RLS at its discretion, and RLS shall have no obligation to pay any such late-submitted charges.
- 5.3 Any sum payable under the Agreement is exclusive of value added tax which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying party of a valid value added tax invoice.
- 5.4 Subject to **clauses 5.5, 5.6** and **5.7**, each invoice will be payable by RLS within thirty (30) days following the end of the month in which the invoice is received by RLS, unless agreed between the parties. Supplier will send invoices to the address specified in the Purchase Order.
- 5.5 No payment made by RLS will constitute approval by RLS of the Services or otherwise prejudice any rights or remedies which RLS may have against Supplier including the right to recover any amount overpaid or wrongfully paid to Supplier.
- 5.6 If RLS, on bona fide grounds, disputes any part of an amount invoiced by Supplier (a "**Disputed Sum**"), RLS will be entitled to withhold payment of the Disputed Sum until the dispute is settled.
- 5.7 RLS will be entitled to set-off any liability which Supplier has to RLS against any liability which RLS has to Supplier, whether such liability is present or future, liquidated or unliquidated, under the Agreement or any other contract between the parties or other cause of action and irrespective of the currency of its denomination.
- 6. LIABILITY**
- 6.1 Nothing in the Agreement limits or excludes either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) breach of confidentiality provisions or data protection laws; (d) any other liability that cannot lawfully be limited or excluded; (e) the indemnity set out at **clause 7**; and (f) the provisions of **clauses 3.6.6**.
- 6.2 Subject to **clauses 6.1** and **6.3**, each party's total aggregate liability arising out of or in connection with the Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) is limited [£X].
- 6.3 The Supplier is responsible for, and will be liable for, loss of or damage to property at the premises where the Services are delivered, to the extent caused by the Supplier or its personnel (including subcontractors), regardless if the property is that of a third party.
- 6.4 Without limiting **clause 6.3**, upon becoming aware of any such loss or damage, the Supplier must promptly notify RLS and, at RLS' discretion: (a) carry out, at its own cost, all remedial works necessary to restore the affected property to a condition no less favourable than its condition immediately prior to the damage, in accordance with good industry practice and within a timeframe agreed with RLS; or (b) within ten (10) working days, obtain and provide to RLS a written quotation from a qualified third party contractor for the remedial works, for RLS' approval, with all costs of such remedial works to be borne by the Supplier. If

- the Supplier fails to comply with this clause or RLS reasonably withholds approval of the Supplier's proposed remedial works, RLS may arrange for the remedial works to be carried out by a third party and the Supplier shall reimburse RLS for all reasonable costs and expenses incurred. The rights in this clause are without prejudice to any other rights or remedies of RLS.
- 6.5 The Supplier is responsible for the acts and omissions of its personnel and subcontractors as if they were the Supplier's own acts and omissions.
- 6.6 Each party will take reasonable steps to mitigate any loss or damage it may suffer in connection with the Agreement.
7. **INDEMNITY**
- 7.1 The Supplier shall indemnify RLS against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by RLS arising out of or in connection with any claim made against RLS by a third party arising out of, or in connection with, the supply, late supply or failure to supply, or defective performance of the supply of the Services.
- 7.2 This **clause 7** shall survive termination of the Agreement.
8. **INSURANCE**
- 8.1 The Supplier shall maintain in force at all times, with a reputable insurance company, public liability insurance and employers' liability insurance (in each case with a minimum cover of £5,000,000) to cover the liabilities that may arise under or in connection with the Agreement and shall, on RLS' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of the insurance.
9. **TERMINATION**
- 9.1 Without limiting or affecting any other right or remedy available to it, RLS may terminate the Agreement:
- 9.1.1 with immediate effect by giving written notice to the Supplier if:
- 9.1.1.1 the Supplier's financial position deteriorates to such an extent that in RLS' opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
- 9.1.1.2 the Supplier commits a breach of **clause 3**, or
- 9.1.2 for convenience by giving the Supplier five (5) days' written notice.
- 9.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 9.2.1 the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 9.2.2 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- 9.2.3 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.
- 9.3 Following expiry or termination of the Agreement:
- 9.3.1 each party must promptly return or destroy the other party's Confidential Information, except for copies retained to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes, in which case the retained Confidential Information will remain subject to **clause 10**;
- 9.3.2 any clauses which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and
- 9.3.3 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
10. **CONFIDENTIALITY**
- 10.1 Both Supplier and RLS will, subject to **clause 10.2**:
- 10.1.1 only use the other's Confidential Information for the purpose of performing its respective obligations and exercising its respective rights under the Agreement;
- 10.1.2 keep the other's Confidential Information secret, safe and secure; and
- 10.1.3 not disclose the other's Confidential Information to any other person.
- 10.2 Each of Supplier and RLS may disclose the other's Confidential Information:
- 10.2.1 to the extent required by law, by an order of a court of competent jurisdiction or as required by any securities exchange, listing authority, governmental or regulatory authority; and
- 10.2.2 to those of its officers, directors, employees and professional advisers and, in the case of RLS alone, also to its agents and sub-contractors, who need access to that Confidential Information so that its and their respective obligations can be performed and its and their respective rights can be exercised under the Agreement. If either Supplier or RLS disclose the others Confidential Information under this **clause 10.2.2**, either Supplier as the discloser or RLS where is the discloser will procure that each person to whom that Confidential Information is disclosed will not do or omit to do anything which if done or omitted to be done by the relevant discloser would be a breach of this **clause 10**.
- 10.3 For the purposes of this **clause 10**, "**Confidential Information**" means all non-public information disclosed by a party (whether in written, oral, or any other form) that is marked or stated to be confidential, or that would reasonably be considered confidential given the nature of the information and the circumstances of disclosure, including business, technical, financial, customer and pricing information, proposals, and the terms of the Agreement.

- 10.4 The obligations in this **clause 10** apply during the term of the Agreement and for three (3) years after it ends. For trade secrets, the obligations apply for as long as the information remains a trade secret.
11. **DATA PROTECTION**
The parties agree to comply with relevant Data Protection Legislation under the Agreement.
12. **NOTICE**
- 12.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Purchase Order.
- 12.2 A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this **clause 12.2**, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 12.3 This **clause 12** does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
13. **GENERAL**
- 13.1 **Force majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Agreement by giving 10 days' written notice to the affected party.
- 13.2 **Assignment.**
- 13.2.1 RLS may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.
- 13.2.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of RLS.
- 13.3 **Entire agreement.** The Agreement constitutes the entire agreement between Supplier and RLS and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.4 **Variation.** Except as set out in these Terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives on behalf of each of Supplier and RLS.
- 13.5 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.6 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed deleted under this **clause 13.6**, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.
- 13.7 **No joint venture or partnership.** Nothing in the Agreement and no action taken by either Supplier or RLS in connection with it or them will create a partnership or joint venture or relationship of employer and employee between Supplier and RLS or give either of Supplier or RLS authority to act as the agent of or in the name of or on behalf of the other or to bind the other or to hold itself out as being entitled to do so.
- 13.8 **Independent contractor.** Each of Supplier and RLS agrees that it is an independent contractor and is entering into the Agreement as principal and not as agent for or for the benefit of any other person.
- 13.9 **Third party rights.** Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.10 **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 13.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.
14. **DEFINITIONS AND INTERPRETATION**
In the Agreement:
- 14.1 the following words and expressions have the following meanings and, in addition, any words and expressions defined in any clause will have the same meaning when used in any other clause:
- "Agreement"** has the meaning set out in **clause 1.1**;
- "Charges"** means the charges for the Services set out in the Purchase Order;
- "Commencement Date"** means the date set out in the Purchase Order;
- "Data Protection Legislation"** means the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (as

amended), together with any laws that replace or supplement them from time to time;

"Purchase Order" has the meaning set out in **clause 2.3**;

"Services" means the services to be provided by the Supplier under the Agreement, as set out in the Purchase Order;

"Terms" has the meaning set out in **clause 1.1**;

- 14.2 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
- 14.3 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 14.4 references to any statute or statutory provision will include any subordinate legislation made under it and

will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

- 14.5 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 14.6 references to "in writing" or "written" include facsimile and e-mail but not other methods of electronic messaging;
- 14.7 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party; and any obligation on a party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person.