

These Terms and Conditions shall apply to the provision of Services by WPS Compliance Consulting Ltd, a company registered in England under number 07002484, hereinafter called the "Company" to the Client, as identified in our Quotation.

## 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:  
**"Agreement"** means the contract formed upon acceptance of our Quotation, the placement of an order and/or the Client's verbal or written consent to receive the Services, and includes the acceptance of these Terms and Conditions;  
any **"Quotation"** remains open for acceptance for a period of 60 days, unless otherwise stated, and means the written quotation for the performance of the Services, which shall detail the entire scope of works; and  
**"Services"** means the consultancy and training Services and/or use of software to be provided by us in accordance with the Quotation.
- 1.2 Unless the context otherwise requires, each reference in these Terms & Conditions to:
- 1.2.1 "we", "us", "our" is a reference to the Company;
  - 1.2.2 "writing" and "written" includes letters, faxes and emails;
  - 1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.4 "these Terms and Conditions" is a reference to these Terms & Conditions as amended or supplemented at the relevant time;
  - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms & Conditions; and
  - 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms & Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.
- 1.4 No terms or conditions stipulated or referred to by the Client in any form whatsoever shall in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.
- 1.5 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

## 2. The Agreement

- 2.1 The contract is formed once the Client accepts our Quotation, whether verbally or in writing, signs a Retainer agreement or places an order with us, and includes the acceptance of these Terms and Conditions.
- 2.2 We are bound by the ethical guidelines of our professional body (The Chartered Institution of Wastes Management).
- 2.3 We will use reasonable care and skill to perform the Services. We will provide professional advice and recommendations in relation to the Services but except as detailed in clause 19, we cannot accept responsibility for any actions taken by the Client or any third party as a result of such advice or recommendations. Further, we shall not be liable for any consequences should our professional advice not be taken.
- 2.4 We cannot be held responsible for the actions or lack of actions of any third parties, including where we are making permit applications on the Client's behalf. The Client acknowledges that any such applications may not be granted at all, or may not be granted in accordance with any required timescales.
- 2.5 We shall use all reasonable endeavours to complete our obligations under the Agreement, but time will not be of the essence in the performance of these obligations.

## 3. Training

- 3.1 Training Services shall be booked by the Client in advance and shall be subject to the terms of payment below and the cancellation provisions in clause 11.
- 3.2 Payment is due in full no later than 7 days in advance of the relevant training session. Should payment not be received within this timeframe, we reserve the right to cancel the training session and shall charge for any costs incurred.
- 3.3 The Client shall be entitled to substitute delegates without penalty, provided we are advised of this a minimum of 7 days in advance of the relevant training session. Any increase or decrease in the number of delegates may result in additional costs being levied and/or the cancellation of the training session, which will be subject to the cancellation provisions in clause 11.
- 3.4 The Client is responsible for the delegates at all times. However, should the behaviour of a delegate prove disruptive at any stage during the provision of the Services, at our sole discretion, we shall be entitled to request the immediate removal of said delegate from this and any future session.
- 3.5 Unless specifically stated to the contrary in the Agreement, the Client is required to provide the facilities required for us to carry out the training services.
- 3.6 Where we are responsible for providing the facilities, these shall be charged for at cost, plus administration fees, and shall become due for payment in accordance with clauses 3.2 above. In addition, the Client must advise us, upon booking, of any special requirements, such as disability access and any dietary requirements.

## 4. Project/Hourly Services

- 4.1 We will provide an estimated number of hours required for the Project/Hourly Services, which shall be as outlined in the Quotation. Should we require additional hours to complete the works, we will seek your permission by sending a further Quotation, before proceeding with the additional works.
- 4.2 Should your requirements change at any time after acceptance of our Quotation, which would affect the fees to be charged, we reserve the right to make the necessary adjustments to our Quotation.
- 4.3 We may, at our sole discretion, request a deposit payment of up to 50% of the contract value, prior to the works commencing. Further invoices will be issued as stage payments as the works progress in accordance with the pre-agreed milestones detailed in the Quotation. All invoices are payable within 14 days from the date of invoice.
- 4.4 Project/Hourly Services are subject to the cancellation provisions in clause 11.

## 5. Retained Services

- 5.1 The Retained Services shall commence on the commencement date outlined in

the Quotation and/or retainer agreement. With effect from the commencement date we shall, in consideration of the fees being paid in accordance with the terms of payment herein, provide the Services to the Client as described within our Quotation and/or retainer agreement.

- 5.2 Notwithstanding clause 5.1 above, we shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, to meet the changing needs of the Client or which do not materially affect the nature or quality of the Services, and we shall notify the Client in any such event.
- 5.3 Should the Client fail to use all of the hours for which we are contracted, they may carry these over at our sole discretion.
- 5.4 Payment shall be due monthly, within 14 days from the date of invoice.
- 5.5 The rescheduling of any Retained meetings shall be subject to clause 11.3 below.
- 5.6 The Agreement can be terminated in accordance with clause 12 below.

## 6. Fees and Payment

- 6.1 The Client agrees to pay the Fees in accordance with the terms of payment herein.
- 6.2 Unless otherwise stated in writing, we shall charge to the Client our reasonable travelling time and travel expenses, accommodation, any incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 6.3 The Client will pay for any additional Services (and additional expenses incurred as a result) provided by us that are not specified in the Agreement. These additional Services shall be charged in accordance with our current applicable rates in effect at the time of performance or such other rate as may be agreed.
- 6.4 All sums detailed in the Quotation are exclusive of VAT. All payments shall be made in pounds sterling without set-off, withholding or deduction except such amount (if any) of tax as the Client is required to deduct or withhold by law.
- 6.5 The time of payment shall be of the essence. If the Client fails to make any payment on the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to suspend the Services and charge the Client interest on a daily basis at an annual rate equal to the aggregate of 8% above the Bank of England base rate from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment.

## 7. Client's Obligations: The Client agrees to:

- 7.1 Provide us with such information, advice and assistance relating to the Services as we may reasonably require within sufficient time to enable us to perform the Services in accordance with the Quotation.
- 7.2 Comply with all applicable Health and Safety legislation and regulations whilst we are working on the Client's premises.
- 7.3 Appoint a primary contact to act as the Client's representative to liaise with us in connection with the Services.
- 7.4 Carry out any preparatory and follow up work as instructed by us.
- 7.5 If the Client fails to meet any of the provisions of this clause 7, without limiting our other rights or remedies, we shall:
- 7.5.1 have the right to suspend performance of the Services until the Client remedies the default; and
  - 7.5.2 not be held liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from our failure or delay in performing any of our obligations as a result;
  - 7.5.3 be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from the Client's default.

8. **Delay & Abortive visits:** Our price is based on being able to complete the Services in the agreed number of hours or visits over the period as detailed in the Agreement. We reserve the right to recover any costs incurred by way of delays or abortive visits to site, or if we are prevented from continuous working through to completion.

9. **Errors or Discrepancies:** The Client shall be responsible for the accuracy of any information submitted to us. Our Quotation is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect our order value, we reserve the right to make any adjustments to it.

## 10. Variation and Amendments

- 10.1 We reserve the right to increase our retained fee rates, provided that such charges cannot be increased more than once in any 12 month period, unless such increase is by mutual agreement or the scope of the Services changes. We will give the Client written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to the Client, they shall notify us in writing within 2 weeks of the date of our notice and we shall have the right, without limiting our other rights or remedies, to terminate the Contract in accordance with clause 12.1.1 below.
- 10.2 If the Client wishes to vary the Services to be provided, they must notify us as soon as possible. We shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.
- 10.3 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we shall notify the Client immediately. We shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
- 10.4 Any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with the terms for payment herein.

## 11. Cancellation or Rescheduling

- 11.1 Should the Client cancel or reschedule the Training or Project/Hourly Services, we shall be immediately entitled to payment for:
- 11.1.1 100% of our fees if cancellation or rescheduling takes place within 7 days or less of the date of the training course or service delivery date
  - 11.1.2 50% of our fees if cancellation or rescheduling takes place between 8 - 14 days of the date of the training course or service delivery date

- 11.1.3 25% of our fees if cancellation or rescheduling takes place between 15 - 21 days of the date of the training course or service delivery date.
- 11.2 We also reserve the right to levy reasonable cancellation charges, including but not limited to, any administration costs, procurement costs and loss of profit, against the Client and these shall fall due for payment immediately.
- 11.3 We require a minimum of 48 hours' notice to reschedule a Retained meeting. Where such notice is not provided, we reserve the right to charge for this rescheduled meeting and any expenses incurred as a result. We will endeavour to reschedule the meeting to meet the Client's preferred date(s) and time(s), however we cannot guarantee this will be possible.
- 12. Termination**
- 12.1 Either Party has the right to terminate the Agreement:
- 12.1.1 by giving 3 months' written notice of termination to the other. In the event that this notice is given by the Client, any sums payable for the remainder of the term of this Agreement must be paid to us at the same time as notice to terminate is given;
- 12.1.2 immediately if the other has committed a material breach of this agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so;
- 12.1.3 or immediately if the other ceases, or threatens to cease, to carry on business, goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), becomes subject to an administration order (within the meaning of the Insolvency Act 1986), or a receiver is appointed in respect of the whole or any part of its assets;
- 12.2 In the event of termination, we shall retain any sums already paid to us by the Client without prejudice to any other rights we may have whether at law or otherwise, and all payments required under this Agreement shall become due and immediately payable.
- 12.3 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Agreement shall survive termination under this clause 12 on a pro-rata basis.
- 13. Confidentiality**
- 13.1 Each Party undertakes that throughout the duration of the Agreement, the Parties may disclose certain Confidential Information to each other. Both parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this Agreement. Each Party will maintain the Confidential Information's confidentiality throughout the duration of the Agreement and for 2 years thereafter and will not disseminate it to any third party, unless so authorised by the other Party in writing.
- 13.2 We reserve the right to use the Client's name and a description of the Services provided in marketing and promotional literature and on our website. The Client can choose to opt out by so advising us in writing.
- 14. No employment:** Nothing in this Agreement shall render or be deemed to render us an employee or agent of the Client or the Client an employee or agent of ours.
- 15. Insurance:** We include for Public Liability, Employers' Liability and Professional Indemnity Insurance. Details are available upon request.
- 16. Assignment and Sub-Contracting**
- 16.1 The Client shall not be entitled to assign the benefits under the Agreement.
- 16.2 We may sub-contract the performance of any of our obligations under the Agreement without the prior written consent of the other Party. Where we sub-contract the performance of any of our obligations under the Agreement with the prior consent of the Client, we shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.
- 17. Documentation:** We include for any documentation to be submitted in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges. We shall retain title to the documentation until all payments as detailed above have been paid in full.
- 18. Literature and Representations**
- 18.1 Any marketing literature we provide is presented in good faith as a guide to represent the Services offered and does not form a part of the Agreement.
- 18.2 No employees or agents of ours are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Agreement the Client acknowledges that it does not rely on and waives any claim for breach of any such representations, which are not so confirmed.
- 19. Liability and Indemnity**
- 19.1 It is the Company's and Client's obligation to abide by current UK health and safety, environmental and waste legislation. We will provide, to the best of our knowledge, advice, guidance and best practice within the realms of current UK legislation based on the information provided by the Client. Where we have good reason to believe that our professional advice is not being followed, we shall take reasonable steps to ensure that any Client overruling or neglecting our advice is formally made aware of the potential adverse consequences which may result. We, our employees or agents shall not be liable for any consequences should our professional advice not be taken.
- 19.2 We, our employees or agents shall not be liable for any adverse consequences where the Client has withheld information necessary for us to provide professional advice.
- 19.3 It is imperative that we are kept informed of any changes within the business that may or may not have an effect on the Client's requirements, legal or otherwise. Should this information not be forthcoming from the Client, or our requests for information not be responded to by the Client, we shall have no liability whatsoever for any effects on the Client's business requirements for which we have not been made aware or had no response to requests and have the right to terminate the contract forthwith without any financial or other liability to us whatsoever.
- 19.4 Except in respect of death or personal injury caused by our negligence, we will not be liable by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by us or our employees, agents or otherwise) in connection with the performance of our obligations under the Agreement.
- 19.5 In the event of a breach by us of our express obligations under these Terms and Conditions, the remedies of the Client will be limited to damages, which in any event, shall not exceed the fees paid by the Client for the Services.
- 19.6 The Client shall indemnify us against all damages, costs, claims and expenses suffered by us arising from loss or damage to any equipment (including that of third parties) caused by the Client, or his agents or employees.
- 20. Restrictive Covenants:** Neither we nor the Client will during the term of the Agreement and for a period of 12 months from the expiry of this Agreement, without the other's prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, agent, director, consultant or independent contractor of the other. Whilst the above restrictions are considered by the parties to be reasonable in all the circumstances, it is agreed that if, taken together they are adjudged to go beyond what is reasonable in all the circumstances for our protection but would be judged reasonable if part or parts of the wording of them were deleted or its period reduced or an area defined, they shall apply with such words deleted or with such modifications as may be necessary to make it valid and effective.
- 21. Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 22. Copyright**
- 22.1 We reserve all copyright and any other rights (if any) which may subsist in the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.
- 22.2 We will grant a non-exclusive licence to the Client to copy any materials provided by us as part of work wholly commissioned by the Client provided that distribution of any such copies is exclusively within the Client's organisation, and where a branch of the Client's organisation is specified in the Agreement, this non-exclusive licence shall be granted solely to the branch specified therein. The Client agrees not to use any such materials for training purposes without our consent. We shall not be responsible for updating the content of any materials provided to the Client to take account of events or changes in the law that take place after such materials are provided to the Client. We shall have no liability for advice given or documents prepared in relation to the contract if they are used or relied upon in any other context.
- 22.3 The Client warrants that any document or instruction furnished or given by them shall not cause us to infringe any letter patent, registered design or trade mark in the execution of these Services and shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any such claim for infringement which results from our use of the Client's information.
- 23. No Waiver:** No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 24. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms & Conditions and the Agreement, as appropriate. The remainder of these Terms and Conditions shall be valid and enforceable.
- 25. Notices:** All notices under the Agreement shall be in writing and be deemed duly given when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or on the tenth business day following mailing, if mailed by airmail, postage prepaid. In each case notices shall be addressed to the most recent address, email address or fax number notified to the other Party.
- 26. Third party rights:** A person who is not a party to this Agreement shall have no rights under or in connection with it.
- 27. Data Protection:** Both parties agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1998 and any subsequent amendments thereto.
- 28. Complaints And Dispute Resolution**
- 28.1 If for any reason you are dissatisfied with the Services provided by us, please contact us at info@wasteplansolutions.co.uk. We will endeavour to resolve all disputes amicably and professionally within 14 working days. Should the dispute take longer, we will notify the Client accordingly.
- 28.2 Any complaints that cannot be resolved with our in-house complaints procedure will be referred for arbitration.
- 28.3 The Parties agree that the decision and outcome of the final method of dispute resolution under this clause 28 shall be final and binding on both Parties.
- 29. Law and Jurisdiction**
- 29.1 These Terms & Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the laws of England & Wales.
- 29.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.