



Services Agreement

SERVICE AGREEMENT is a rolling yearly agreement from dates displayed under validity
BETWEEN

1. [The Buyer] as displayed under Producer
2. A. Brunton Ltd

collectively referred to as the "Parties". **RECITALS**

The Buyer wishes to be provided with the Services (defined below) by A Brunton Ltd A Brunton Ltd to provide the Services to the Buyer on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

A Brunton Ltd shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

[Services for waste disposal between buyer and A. Brunton Ltd, as the agreement found under Emptied, Qty & pickup]

1.2 Delivery of the Services

- a. **Start date:** A Brunton Ltd shall commence the provision of the Services on [validity date].
- b. **Completion date:** A Brunton Ltd shall continue to service the buyer until instructed to by the buyer no less than 90 days prior to validity end date.

1.3 Site

The A Brunton Ltd shall provide the Services at the following site: [as under site address]

1.4 Price

- c. As consideration for the provision of the Services A Brunton Ltd, will be paid the price agreed for the provision of the Services

1.5 Payment

- d. The Buyer agrees to pay the Price to A Brunton Ltd in full.
- e. A Brunton Ltd shall invoice the Buyer for the Services that it has provided to the Buyer.
- f. The Buyer shall pay such invoices within 28 days of invoice date from A Brunton Ltd.
- g. The method of payment of the Price by the Buyer to the A Brunton Ltd shall be by:
 - i. check sent to address: [A Brunton Ltd, Woodside, Boynton, Bridlington YO16 4XG]
 - ii. Bank Transfer to the account: [Sort Code: 40-13-47 Account No: 70101524]
 - iii. credit card payment by telephone: [01262 672591]
- h. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision A Brunton Ltd the Service Provider to the Buyer under this Agreement and such shall be payable by the Buyer A Brunton Ltd in addition to all other charges payable hereunder.



2. General terms

2.2 Warranty

- a. The Service Provider represents and warrants that it will perform the Services with reasonable care and skill; and

2.3 Limitation of liability

- b. Subject to the Buyer's obligation to pay the Price to A Brunton Ltd, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement
- c. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- d. Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability arising from its own negligence.

2.4 Term and Termination

- e. This Agreement shall be effective on the validity date hereof and shall continue, unless terminated sooner.
- f. Buyer is deemed to agree to these terms and conditions on commencement of service.
- g. Either Party may terminate this Agreement upon notice in writing if:
 - i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 90 days of written notice from the other Party so to do; or
 - ii. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.
- h. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by A Brunton Ltd, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.6 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.



2.7 Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- i. first class post, 2 days from the date of posting;
- ii. hand on the date of such delivery and
- iii. electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

2.8 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.