

MITIE WASTE AND ENVIRONMENTAL SERVICES LIMITED

VARIATIONS TO THE PURCHASE TERMS AND CONDITIONS (WORKS)

Introduction

This Annexure sets out the terms and conditions for the supply of waste services and/or works that amend and/or are supplemental to the current Mitie Purchase Terms and Conditions (Works) available at www.mitie.com/suppliers (the "Mitie Purchase Terms").

Words defined in the Mitie Purchase Terms and used in this Annexure have the same meaning.

The following provisions in the Mitie Purchase Terms are hereby varied for the supply of waste services and/or works as follows:

1 Provision of Works

1.1 Clause 5.12 is deleted in its entirety and replaced with the following:

"5.12 The Contractor is not entitled to charge any Wasted Journey charge where the Contractor has attempted to attend a site outside of the service times agreed by Mitie in writing or where the Contractor is unable to demonstrate compliance with Clause 5.10. Where service times have not been specified by Mitie, the agreed service times shall be deemed to be 0800 to 1800 hours Monday to Friday (excluding public holidays)."

1.2 A new sentence at the end of Clause 5.10 is inserted as follows:

"The Contractor shall immediately notify the Mitie customer operations helpdesk via 0844 800 2714 and waste@mitie.com ("Mitie Waste Helpdesk") of the access and/or on-site restrictions and allow them reasonable opportunity to contact the site directly."

2 Hazardous goods

2.1 New clauses 6.3 and 6.4 are inserted as follows:

"6.3 Where the Contractor identifies that there has been contamination of the materials, howsoever caused and whether the contamination is identified on site or on analysis, the Contractor agrees to take all reasonable steps to minimise the effects of any contamination in its performance of the Works and shall, as soon as possible, inform:

- (a) authorised representatives on-site so that it can be rectified as soon as practicable; and
- (b) Mitie Waste Helpdesk via 0844 800 2714 and waste@mitie.com detailing how this will affect performance of the Works.

6.4 Mitie shall pay the Contractor's charges incurred as a result of any contamination provided such charges are reasonable and proportionate to the contamination it is given notice of."

3 Hazardous waste removal

New clause 6A is inserted as follows:

"6A The Contractor shall provide to Mitie, in writing, all such data, certification, instructions and warnings as are required to comply with all applicable laws and regulatory requirements for the removal of hazardous waste and where the Contractor fails to do so, it shall indemnify Mitie and/or the client against any and all liabilities, losses, claims, costs and expenses which Mitie and/or the client may suffer as a result."

4 Price and payment

4.1 Clause 9.3 is deleted in its entirety and replaced with the following:

"9.3 The price will be fixed unless the Contract Form provides otherwise. No increase in price may be made (whether on account of increased material, labour or transport costs, fluctuations in exchange rates, legislative or regulatory changes, or otherwise) without the prior written consent of Mitie. Mitie agrees to review the price with the Contractor once every 12 months and any price increase agreed shall take effect no earlier than 1 April each year. Mitie shall be entitled to any discount of prompt payment, bulk purchase or volume of purchase customarily granted by the Contractor, whether or not shown on its own terms and conditions of sale."

4.2 Clause 9.12 is deleted in its entirety and replaced with the following:

"9.12 The Contractor shall not suspend the supply of the Works without giving Mitie at least 30 days' prior written notice unless the Contractor is entitled to terminate the Agreement for failure to pay undisputed sums of money.

5 Variations

5.1 Clause 11.2 is deleted in its entirety and replaced with the following:

"11.2 Subject to clause 11.3 and 11.4, neither party shall be bound by any variation to this Agreement or the scope of the Works unless and until it is confirmed in a written variation to the Contract Form signed by an authorised representative of each party."

5.2 New clauses 11.3 and 11.4 are inserted as follows:

"11.3 Where the Contractor identifies a variation to the scope of the Works because the service is disrupted by:

- (a) the material for collection having changed significantly in quantity or substance to the quantity or substance identified in Mitie's purchase order; or
- (b) upon analysis, the waste composition being considerably different to that identified in Mitie's purchase order; or
- (c) in their reasonable opinion, the container is overloaded beyond a reasonable level of collection having regard to current health and safety legislation,

then the Contractor agrees, subject to clause 11.4, to take all reasonable steps to minimise such disruption, acting at all times in accordance with applicable laws and regulatory requirements, and to give Mitie notice of the variation pursuant to clause 27.6.

11.4 Where the Contractor identifies that the material for collection has changed significantly in quantity, the Contractor must obtain Mitie's written consent before taking any steps to minimise such disruption."

6 Mitie property

A new clause 17.4 is inserted as follows:

"17.4 The Contractor will ensure that any property issued by the client, Mitie or any third party supplier for the performance of the Works is handled correctly and in accordance with all applicable laws and regulatory requirements. The Contractor accepts full responsibility and liability for any loss or damage caused to any such property, to any property owned by the client's personnel or the buildings on site in its performance of the Works or associated activities and shall indemnify

the client, the client's personnel, Mitie or any third party supplier for any such liability, loss or damage caused."

7 Indemnity

7.1 Clause 18.1(d) is amended by deleting the word "and" at the end of the Clause.

7.2 Clause 18.1(e) is amended by deleting the full stop at the end of the Clause and inserting the following:

" ; and

(f) any losses Mitie may incur or suffer in connection with any loss or damage to property whilst on site or at Mitie premises, which is not caused by the negligence or default of the client or Mitie."

8 Dispute resolution

Clause 23.1 is deleted and replaced in its entirety as follows:

"23.1 If any dispute arises in connection with the Agreement (a "Dispute"), an authorised representative of the Contractor and Mitie shall, within 30 days of a written request from one party to the other, meet in good faith to resolve the Dispute. For the avoidance of doubt, in the event of any Dispute, the Contractor shall not suspend the supply of the Works without giving Mitie at least 30 days' prior written notice of such suspension."

9 Assignment and sub-contracting

9.1 Clause 26.1 and 26.2 are deleted in their entirety and replaced with the following:

"26.1 Mitie may assign, novate or sub-contract all or any of its obligations under the Agreement at any time without requiring the Contractor's consent. The Contractor shall not assign or sub-contract this Agreement or any of its rights, liabilities or obligations under it, whether in whole or in part, without first obtaining Mitie's prior written consent. For the avoidance of doubt, if granted, such consent shall not release the Contractor from any of its obligations and liabilities which may exist under this Agreement from time to time and the Contractor accepts liability for the acts and/or omissions of its sub-contractors and assignees in their performance of the Contractor's obligations under this Agreement."

9.2 New clauses 26.2 and 26.3 are inserted as follows:

"26.2 The Contractor shall give Mitie not less than 30 days' written notice where it proposes to sub-contract this Agreement, or any of its obligations under it, whether in whole or in part and agrees that it shall not enter into such sub-contract where Mitie objects on reasonable grounds.

26.3 The Contractor shall procure that its sub-contractors comply with the terms of this Agreement as if they were a party to it and in particular, shall ensure that its sub-contractors comply with Clause 26.2 in giving Mitie notice where they propose to sub-contract any services they undertake in whole or in part."