6. **Vehicles taking Waste from the Site** shall be weighed (on a third party's) in accordance with Part A.

2. **Commencement of the services** on the Commencement Date is subject to the Renewal Date that it wishes to terminate the Agreement.

3. **Term and each anniversary of the same** (the "Renewal Date") this Agreement shall be automatically extended for a further period of one (1) year on the same terms unless the customer has given NWWC LTD three (3) months written notice prior to the Renewal Date that it wishes to terminate the Agreement.

4. **Commencement of the services** on the Commencement Date is subject to NWWC LTD Accounts Department approving the setting up of a Customer account, if for any reason an account is refused, this Agreement shall terminate immediately without liability.

5. **Service**

3. **Service** shall, in consideration of the Fees payable pursuant to Clause 4 subject to these terms and conditions. Provide the service for the duration of this Agreement.

6. **Time shall not be of the essence of the Service** from NWWC LTD.

7. **Fees and Payments**

4. **Subject to the remainder of this Clause 4," the fee charged by NWWC LTD and payable by the customer shall be the amount set out in part A ("the FEE")**

5. **VAT / Landfill and Waste to Energy and any other duties taxes or levies relevant to or resulting from the provision by NWWC LTD of the Service will be added to the Fees and paid by the customer at the rate prescribed from time to time.**

4. **On the first anniversary of the Commencement date and each subsequent anniversary the Fees (as may be varied pursuant to this Clause 4) shall be adjusted upwards by the percentages variation (if any) by which the most recently published All items index of Retail Prices has increased over the index published for the previous year.**

4. **The Fees may also be upwardly adjusted to take fairly into account any increase in any of the NWWC LTD Service Providers transport, operating, disposal or other costs incurred in providing the Service, technical changes, any new legislation or regulations or amendments as appropriate during the period of the Agreement which results in an increase to NWWC LTD costs.**

4. **The customer will pay NWWC LTD invoices from the invoice date ("the Due Date") without the deduction or set off.**

4. **If the full amount is not paid by the Due Date then without prejudice to Clause 9 that amount shall bear interest at 5% per Annum above NWWC LTD bankers base rate at the time calculated on a daily basis from the Due Date until the full amount has been paid in cleared funds and NWWC LTD shall be entitled to suspend the service until such time.**

5. **Changes to the Service**

5. **If the customer requires changes to the frequency or timing of collections or other changes to the Service it may put a request in writing. NWWC LTD shall use reasonable endeavours (but shall not be obliged) to comply with such requests.**

5. **Any collections in excess of those specified in Part A or additional services agreed to be provided by NWWC LTD will be charged for (at NWWC LTD rates from time to time) in addition to the Fees.**

5. **In the event that the Customer requires fewer collections than specified in Part A, the Customer shall not be entitled to any reduction of Fees.**

5. **NWWC LTD may, at any time, change the days on which it will collect Waste from the Site.**

5. **Any sum payable by the customer remains unpaid on the fourteenth day following a notice in writing given by NWWC LTD to the Customer, specifying that a sum is due and payable and remains unpaid.**

5. **In the event of the expiry of termination of this Agreement all rights and obligations of the customer will cease but without prejudice to the right either party, which may have accrued, including (without limiting) NWWC LTD right to be paid in respect of all Services provided up to the date of termination.**

4. **If NWWC LTD exercises its right to terminate pursuant to Clause 9.2, the Customer shall Pay NWWC LTD for the amount of any loss or damage suffered by NWWC LTD as a result of such termination as damages for such breach.**

5. **The Customer acknowledges and accepts that (subject to 9.1 and 9.2 above) this Agreement is for a fixed term and that it has no right to terminate this Agreement during the initial Term.**

10. **Miscellaneous**

10. **No Variation of this Agreement shall be effective unless in writing and signed on behalf of both parties."**

10. **Both Parties shall be released from their respective obligations in the event that a party is prevented from carrying out its obligations by a cause beyond its reasonable control including where NWWC LTD / service providers Waste Management licences are revoked or amended preventing NWWC LTD /service providers fulfilling this Agreement.**

10. **The Failure of NWWC LTD to enforce any of the terms and conditions of this Agreement shall not be a waiver of them.**

10. **If the Customer of this Agreement sub-contracts any of its rights or duties under this Agreement without NWWC LTD written consent, NWWC LTD may assign or sub-contract this Agreement, without the customers consent.**

10. **Notices Will be in writing and sent to the address of the recipient set out in part A (or such other address as a party may notify to the other) by hand, First Class Recorded Delivery post 48hrs after confirmation of receipt by the recipient (email confirmation).**

10. **This Agreement and its terms shall at all times be kept confidential by parties (subject to any legal requirements on either party) and all information disclosed or obtained from the other in whatever form shall be regarded as confidential and shall not be disclosed to any third party whatsoever.**

10. **This Agreement shall be governed by and interpreted according to English Law.**