

Active Collection Bureau Limited
Terms & Conditions of Business

1. Definitions:

In these Terms and Conditions, the following expressions shall bear the following meanings respectively:

- 1.1 “the Contract” means the agreement between the Customer and the Contractor, Including all terms and conditions, specifications, plans, drawings and other documents expressly stated in the Contract. The agreement shall incorporate the details provided on our Quotation and all attachments and references therein unless otherwise agreed in writing.
- 1.2 “the Contractor” means the Active Collection Bureau Limited (“ACB”), its servants, agents, affiliates, contractors, representatives or related entities.
- 1.3 “the Customer” means the Party who purchases, agrees to purchase, or enters into negotiations with the Contractor regarding the Goods and/or services as defined in the Contract. The term Customer shall include its servants, agents, contractors, representatives or related entities.
- 1.4 “the Goods” means all materials, articles, services or work to be supplied or rendered by the Contractor as detailed and set out in the Contract.
- 1.5 “the Material” means those items, components, particles, substances, compounds, minerals, whether solid or liquid that are hazardous, toxic, dangerous and/or require protective measures for their storage, transportation and movement.
- 1.6 “the Services” means the packaging, transport, storage, shipment and all necessary measures required by the Contractor in order to transport and / or dispose the Material by the Contractor for the Customer.
- 1.7 “the Price” means the amount paid by the Customer to the Contractor for Services as defined in these terms and conditions and as stated in the invoice.

2. Contract:

- 2.1 No terms or conditions of purchase proposed or stipulated by the Customer and no other terms, conditions, warranties, particulars, standards, criteria, specifications and other matters whether written or oral express or implied shall form part of or be deemed incorporated into the Contract unless agreed in writing by a duly authorised representative of the Contractor.
- 2.2 These Terms and Conditions shall apply to the Contract to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or other documents. The Quotation issued by the Contractor, these Terms and Conditions and any subsequent document expressly accepted by the Contractor in writing shall form the entire agreement between the Contractor and the Customer and shall supersede any prior agreement or arrangement relating to the subject matter of the Contract.
- 2.3 The Customer acknowledges that it has relied upon no representations for the purpose of entering into the Contract.
- 2.4 No order submitted by the Customer shall be deemed accepted by the Contractor unless and until confirmed in writing by the Contractor.

3. Pricing and Payment:

- 3.1 The Customer agrees to pay the Contractor upon receipt of an invoice the full balance of the Price for the Services unless specified otherwise in the Contract.
- 3.2 Prices in the Contract for the Services are exclusive of VAT at the prevailing rate and are to be paid in pounds sterling (British), unless otherwise agreed in writing between the parties.
- 3.3 Any VAT, duties, penalties or taxes payable under the Contract performed and undertaken by the Contractor shall be charged in addition to the Contract Price and subject to the same payment terms as set out in these terms and conditions.

3.4 The Contractor may charge the Customer interest on any part of the Price and other amount due to the Contractor under the Contract which shall remain unpaid after 30 days from the due date for payment at an annual rate of 8% above the National Westminster Bank's Base Rate for lending from time to time calculated on a daily basis.

4. Contractor Personnel:

4.1 The Customer undertakes not to, during the term of the Contract, nor for a period of five (5) years after completion of the provision of the Services rendered in connection with the Contract or earlier termination of the Contract (whichever shall occur earlier), make any offer of employment to any member of the Contractor's current operational and management personnel without the prior written consent from the Contractor.

5. Materials:

5.1 The Customer will ensure that all Materials delivered for work and Services (at the premises of the Customer) are in a fit and safe condition for that work and/or Services to be carried out in accordance with local and international laws, regulations and safety standards.

5.2 The Customer agrees to pay all reasonable costs in connection with the transport (including packaging and storage if required) of any Material that is the subject of the Contract to such a fit state (if delivered to the offices of the Contractor) in contravention of these terms and conditions.

5.3 The Customer will also accept responsibility and be liable (either under contract or in tort) for any third party delivery costs, charges and associated expenses (including taxes) that the Contractor may arrange – including environmental charges or taxes that may be applied in connection with the Services.

5.4 The Contractor is not responsible or liable (either in contract or in tort) for a change in state of the Materials under any circumstances whatsoever and at all times – including transportation, shipment and storage of the Material by the Contractor, unless otherwise specified in the Contract and irrespective of location. .

6. Work Performed on the Contractors Premises:

- 6.1 The Customer does not have the implied or express right to visit or observe any work being carried out in accordance with the Contract.
- 6.2 The Customer may make an application to visit to the Contractor's premises in writing to the Contractor. If granted, the Customer must obey the local rules and regulations of the premises at all times.
- 6.3 The Contractor reserves the unilateral right to refuse to allow the Customer and its representatives upon the Contractor's premises for any reason whatsoever.

7. Changes to the Contract:

- 7.1 In the event that a Customer requires a change to the Contract for the Services rendered, the Contractor must be informed in writing and any changes must be accompanied by reasons for seeking such changes.
- 7.2 No change will come into effect until accepted in writing by the Contractor and signed by representatives of both Parties.

8. Commercial Confidentiality:

- 8.1 Without prejudice to the rights of either Party arising elsewhere in the Contract, all information (including documentation – whether held in hardcopy or electronic) exchanged between the Customer and Contractor whether orally or in writing shall be treated as commercially confidential unless otherwise indicated in writing.
- 8.2 Neither Party shall disclose or knowingly permit to be disclosed to any person, firm, company, governmental organisation or entity any such information or documentation without prior written consent of the other Party, unless: -
 - 8.2.1 to an employee, servant, agent or contractor of who needs to know that information (subject to the same obligation of confidentiality), or
 - 8.2.2 to a government authorised body that demands access to that information in carrying out relevant duties in accordance with the laws of that state.

8.3 The obligations set out in 8.1 and 8.2 shall remain in force for a period of five (5) years from completion of the contract and shall not apply to information or documentation which:-

8.3.1 is in the public domain or has entered in to the public domain at no fault of the Party receiving the information or of its agents or employees.

8.3.2 is already in possession of the receiving Party at the time of disclosure and is fully documented to that effect, or

8.3.3 is received from a third party not under obligation of Contract to either the Customer or Contractor, or

8.3.4 is later developed independently by one or more of the Parties' respective employees who did not have access to the information, or

8.3.5 is agreed by both Parties to be of a trivial nature.

9. Termination:

9.1 Without prejudice to any other right or remedy, the Contractor may by notice forthwith terminate the Contract and/or suspend the provision of the Services if the Customer is in breach of contract and (in the case of a breach capable of remedy) the breach is not remedied within a period of thirty days of service of a notice specifying the breach and requiring the same to be remedied.

9.2 Where this Contract is terminated under this clause, the Customer shall pay a reasonable (and market prevailing) price for the work and Services done (whether completed or partial) which shall include all costs and liabilities incurred by the Contractor.

9.3 The provisions of conditions 3 and 7 shall survive termination of the Contract and for the period of not less than five (5) years thereafter.

10. Force Majeure:

10.1 Neither Party shall be liable for any failure to perform or delay in performing the Contract if the delay or failure is due to any cause beyond reasonable control of the Party, which shall include, but is not limited to: -

10.1.1 any Act of God, fire, flood, drought, explosion, accident, incident, labour dispute, war, strike, lock-out, civil disturbance or emergency (including terrorism or threat thereof).

10.1.2 any incident that results in the closure of a facility.

10.1.3 postponement due to adverse weather conditions or conditions otherwise being unsafe in the opinion of the Contractor.

10.1.4 Inability of the Contractor to secure labour, materials, certificates/approvals or supplies.

10.2 In all circumstances, the Contractor will provide full details to the Customer in writing as soon as is practicable. The Contract and Services shall be suspended until such time as the delay continues.

10.3 Subject to clause 10 herein, in the event of a Force Majeure continuing for thirty days or more, or is such to render the completion of the Contract impossible, the Contractor shall be released in its entirety. from the obligations of the Contract with the exception of conditions 3 and 7.

10.4 Subject to clause 10, in the event of a Force Majeure continuing for more than 30 continuous days (uninterrupted), the Customer shall pay the Contractor all costs, expenses and charges for the work undertaken.

11. Return of Material:

11.1 The Contractor reserves the right to return any of the Material (whether radioactive or not) to the Customer if it is in breach of any of the terms and conditions in this Agreement for Services and/or the Contract.

11.2 The Material will be made safe for transport and deposited at the Customer's site noted in the Contract by the Customer at its sole cost and expense. Any packaging materials used will be recovered and the Customer liable for all costs relating to transport, packaging, labelling, health physics and loss of profit of the Contractor.

11.3 The Contractor is under an obligation to inform the necessary Authorities (i.e. Home Office (UK Government), Environmental Agency, Health & Safety Executive, Police Force and their specific departments (including Special Branch) of any unusual disposals.

11.4 Any Material returned under this condition would be deemed an unusual disposal.

11.5 This condition is subject to :-

11.5.1 The Ionising Radiations Regulations 1999.

11.5.2 The Radioactive Substances Act 1993.

11.5.3 The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2007.

11.5.4 any other relevant Regulations or Acts, which the material could be subject to.

12. Certification:

12.1 Certificates of Receipt/Disposal are issued subsequent to Quality Control procedures and receipt of cleared funds by the Contractor.

11.2 The Customer shall provide all necessary certificates and paperwork to indicate proof of title and ownership as well as that the material is legally allowed to be transported, stored and disposed of in accordance with the Contract.

13. Insolvency of the Customer:

13.1 The Contractor may at any time terminate the Contract forthwith by notice in any of the following events:

13.1.1 the Customer (being an individual or partnership) is declared bankrupt;

13.1.2 the Customer (being a company) has a petition for its winding up presented and not withdrawn within seven days;

13.1.3 the Customer (being a company) has an administrator or receiver appointed over all or substantially all its assets;

13.1.4 the Customer (being a company) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

13.1.5 the Customer (being a company) resolves to wind up (save in the case of a reconstruction or amalgamation the terms of which shall be approved in writing by the Contractor);

13.1.6 the Customer makes a Voluntary Arrangement or makes a composition with its creditors generally

14. Indemnities, Insurance and Exclusion of Liability:

- 14.1 The Customer shall indemnify and hold harmless the Contractor against all losses, damage sustained and associated financial penalties to the Contractor's property and for any claims for personal injury or death to the Contractor's personnel arising from or in connection with the Contract and for Services, where such loss, damage or death is caused by the Customer.
- 14.2 The Contractor will accept no liability for Services rendered whatsoever and shall be held harmless by the Customer for any loss or damage to property or life or damage or injury to the Customer's property or personnel that did not result from the wilful misconduct of the Contractor.
- 14.3 Save in respect of liability in negligence for death or personal injury, the Contractor's total liability under the Contract (either in contract or in tort) shall in no circumstance whatsoever and howsoever arising exceed the total value of the Contract in any event.
- 14.4 The Customer shall have adequate insurance (all risks) prevailing in the international insurance market for the Material that is set out in the Contract. Such insurance must cover all risks (including war, terrorism and such events) for storage, transportation and shipment of the Material at all times until the completion of the Contract, unless otherwise as agreed by the Parties in the Contract.
- 14.5 In the event that the Customer wishes the Contractor to have adequate insurance in order to provide the Services, then the Customer must make a written request to the Contractor. If in the event that the Contractor does not have adequate insurance coverage to the satisfaction of the Customer, then the Customer may request additional insurance to be paid. The Contractor reserves the unilateral right to amend the terms and conditions and Price for other Services and any additional costs therein in this regard.

14.6 THE CONTRACTOR SHALL PROVIDE THE SERVICES WITH REASONABLE CARE AND SKILL PROVIDED THAT THE CONTRACTOR SHALL USE ITS REASONABLE ENDEAVOURS TO CARRY OUT THE PROVISION OF THE SERVICES WITHIN ANY TIME SPECIFIED IN THE CONTRACT BUT SUCH TIME SHALL BE AN ESTIMATE ONLY AND SHALL NOT IMPLY ANY OBLIGATION TO PERFORM THE SERVICES WITHIN SUCH TIME. SAVE FOR SUCH WARRANTY, THE CONTRACTOR MAKES NO REPRESENTATIONS, AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROVISION OF THE SERVICES. SAVE AS AFORESAID, SAVE AS STATED, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

15. Third Party Rights:

15.1 The Contract (Rights of Third Parties) Act 1999 shall not apply.

16. Applicable Law:

16.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to the Contract and/or the terms and conditions noted herein through negotiations between senior executives of the parties.

16.2 If the matter is not resolved by negotiation within 14 days of receipt of a written 'invitation to negotiate', the Parties will attempt to resolve the dispute in good faith through an agreed alternative dispute resolution (ADR) procedure, or in default of agreement, through a dispute resolution procedure provided by the Chartered Institute of Arbitrators (CI Arb) and recommended to the Parties by the President or the Vice President, for the time being, of the CI Arb. Such recommendation may be requested by any Party in writing to the Chartered Institute of Arbitrators with a copy to the other parties provided that all parties may make representations about the nature of the dispute to the President or Vice President prior to his or her recommendation, which shall be provided within 14 days of the request.

16.3 If the matter has not been resolved by an ADR procedure within 14 days of the initiation of that procedure, or if any Party will not participate in an ADR procedure, the dispute may be referred to arbitration by any Party. The seat of the arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, or Rules as determined by the Tribunal after consultation with the Parties. Should the Parties be unable to agree on an arbitrator or arbitrators, any Party may, upon giving written notice to other Parties, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators within 14 days of receipt of the application.

16.4 "Nothing in this clause shall be construed as prohibiting a Party or its affiliate from applying to a court for interim injunctive relief."

16.5 The Contract shall be considered a Contract made, formed and executed in England and subject to English Law and to the exclusive jurisdiction of the English Courts, unless specified otherwise in the Contract or the terms and conditions herein.

17. No Assignment:

The Customer shall not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the Contractor. In the event of a permitted assignment, the provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and such assignees or transfer.

18. Notices:

All notices which are required to be given under this Agreement shall be in writing and shall, in the case of the Contractor be sent to its Head Office as set out in the applicable invoice and, in the case of the Customer, be sent to their address as set out in the invoice or to such other address in England (or abroad if applicable) as they may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally, by facsimile or by post.