

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply: "Anniversary Date" means the anniversary of the Start Date and each subsequent anniversary of that date. "Assumed Weight" means the assumed weight further particulars of which are set out in Section 4. "Charges" means the total amount payable for the Service as specified in Section 4 and calculated by reference to the number of bins, frequency, maximum weight, tonnage rate and lift rate per bin set out in Section 4 the factors set out in section 4 which apply. "Collection Site" means the site or sites further particulars of which are set out in Section 1 of the Controlled Waste Description and Transfer Note and Agreement document to which these Conditions are appended and any other sites or replacement sites which the parties may from time to time agree and record in writing. "Customer" the customer details of which are set out in Section 1. "Equipment" means each and every item of waste disposal equipment (including bins containers and skips) utilised by the Transferee in carrying out the Services. "Hazardous Waste" Hazardous Waste is Waste which is defined as Hazardous in the revised Waste Framework Directive (2008/98/EC) and as listed as being a Hazardous Waste in the European Waste Catalogue (Commission Decision 2000/532/EC as amended and Commission decision 2001/118/EC). "Initial Period" means a period of twelve (12) months commencing on the Start Date (unless the Initial Term in Section 2 is completed showing a different period in which case the Initial Period shall be the Initial Term specified in Section 2). "Relevant Legislation" means any statute, European Community Directive or the requirements of any government department, local authority or other public or competent authority, and guidelines contained in government waste management papers and codes of practice issued by the government for the waste disposal industry and which are relevant to the parties' obligations under this agreement. "Services" means the provision of Equipment and a Transfer Note (or any other document required for the lawful storage, collection, transportation and disposal of Waste), and the collection transport and disposal of Waste as agreed between Transferee and the Customer. "Start Date" means the date specified in Section 2 (or if no date is specified the first date upon which Equipment is delivered to the Collection Site by the Transferee in connection with the provision of the Services. "Transfer Note" means the current controlled waste description and transfer note completed by the Customer and the Transferee pursuant to the provisions of the Environmental Protection Act 1990 and regulations made thereunder which relates to the Waste covered by this agreement. "Transferee" MG Recycling LTD (which includes any successor or assignee). "Vehicle" means each and every vehicle owned or operated by the Transferee, its agents or sub-contractors which visits any Collection Site to deliver, empty, replace or remove Equipment. "Waste" means the waste further particulars of which are set out in Section 4 of the Controlled Waste Description and Transfer Note and Agreement appended hereto. "Working Day" means a day (excluding Saturday and days where local holidays do not coincide with public/bank holidays) on which banks in London are open for general business.

1.2 Construction. In these Conditions reference to a "Section" followed by a number refers to the sections in the contract particulars headed "Controlled Waste Description and Transfer Note and Agreement" to which these conditions are appended.

2. DURATION

2.1 The agreement shall commence on the Start Date for the Initial Period and shall continue thereafter from year to year unless and until terminated in accordance with the provisions of clause 11.

2.2 The Services shall commence with effect from the date agreed between the parties.

2.3 Unless stated otherwise in this agreement during the subsistence of this agreement the Customer shall not obtain the Services or services substantially similar to the Services from any third party.

3. SUPPLY OF SERVICES

3.1 The Transferee shall deliver the Equipment to the Collection Site and lift and remove it and otherwise supply the Services to the Customer in accordance with the Controlled Waste Description and Transfer Note and at the times and in accordance with the details set out in Section 4 or as otherwise agreed between the parties and recorded in writing (or by email).

3.2 The Transferee shall use reasonable endeavours to meet any performance dates or frequency of lift specified in Section 4 but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Transferee shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Transferee shall notify the Customer in any such event.

3.4 If the Transferee's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

3.4.1 the Transferee shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Transferee's performance of any of its obligations;

3.4.2 the Transferee shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Transferee's failure or delay to perform any of its obligations as set out in this clause 3.4; and

3.4.3 the Customer shall reimburse the Transferee on written demand for any costs or losses sustained or incurred by the Transferee arising directly or indirectly from the Customer Default.

4. CUSTOMER'S OBLIGATIONS RELATING TO THE COLLECTION SITE

4.1 The Customer shall:

4.1.1 provide suitable access to the Collection Site for the siting of the Equipment and to enable the Transferee's vehicles to enter and leave the Collection Site safely but the Transferee's drivers may in their absolute discretion refuse to deliver or collect Equipment if he believes that access to the Collection Site or turning facilities are unsafe or likely to cause damage to the vehicle or if there is any reason to believe that the proposed area for siting the Equipment is unsuitable;

4.1.2 be responsible for the safety of any person (including the employees and agents of the Transferee) whilst on or about the Collection Site;

4.1.3 conform to any statutory enactments and regulations and bye-laws and regulations of local or other statutory authorities which apply to the Equipment and keep the Equipment whilst at the Collection Site secure and not to allow any third party or trespasser to place anything in any Equipment;

4.1.4 not overload or overfill the Equipment or place any stickers signage on or paint or otherwise mark the Equipment or interfere with any doors

hatches or other mechanisms or set fire to the contents of the Equipment or introduce any corrosive or deleterious substance to the Equipment; and

4.1.5 not remove, deface or conceal the Transferee's details name plate or mark indicating that the Equipment is the property of the Transferee and the Transferee shall at all reasonable times have access to inspect or repair such name plates or marks.

4.2 All Equipment provided shall remain the property of the Transferee and the Customer will have no rights in the Equipment other than as a mere bailee. The Equipment must only be used by the Customer and must be kept at the Collection Site. The Customer shall have no right of lien over the Equipment. The Customer has agreed that the Equipment is suitable to contain and transport the Waste in the quantities specified. The Transferee relies on the Customer's advice as to the quantity and weight of Waste involved in the provision of the Service;

5. RISK

Risk of any loss or damage to the Equipment shall pass to and remain with the Customer from the time when the Equipment first arrives at the Collection Site, except where the loss or

damage arises from the negligence or willful default of the Transferee, its employees, agents or sub-contractors.

6. EMPTYING REPLACEMENT AND REMOVAL

6.1 The Customer shall at all times allow the Transferee its employees or agents access to the Equipment to empty or replace it and on the termination of this agreement to remove it from the Collection Site.

6.2 All Waste deposited in the Equipment shall become the property of the Transferee from the time when the Transferee empties or replaces the Equipment provided that this Clause shall not absolve the Customer from any liability or responsibility under the law or in respect of any breach of the provisions of this Agreement in relation to the Waste.

7. WASTE

7.1 The Customer and the Transferee shall each sign a new Transfer Note at any time when there is a change in any of the details set out in Section 4.

7.2 The Customer warrants that the details relating to the Waste (including, for the avoidance of doubt, those relating to weight and compact ability) contained Section 4 and in the Transfer Note are and will be true and complete. The Transferee relies on those details in the provision of the Service. The Transferee shall be entitled to take samples of the materials placed in the Equipment to satisfy itself that the description is accurate prior to collection and disposal. Such right shall under no circumstances relieve the Customer of its obligations to describe the Waste accurately.

7.3 The Customer may not place or cause to be placed in the Equipment any material other than Waste described in the current Transfer Note.

7.4 Without prejudice to the generality of the provisions of this Clause 7, the Transferee will be entitled to refuse to deal with any material which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous or the handling of which may cause the Transferee to incur civil or criminal liability or which is has reason to believe is or may be Hazardous Waste or the disposal of which might involve the Transferee in additional expense or an unreasonable amount of extra work.

8. LIABILITIES OF THE CUSTOMER

8.1 During the agreement the Customer shall make good to the Transferee all loss of or damage to the Equipment (fair wear and tear excepted).

8.2 The Customer shall indemnify and hold the Transferee harmless against any injury, demands, actions, costs, charges, expenses, loss, damage or liability to any persons or property arising from:

8.2.1 any act omission or negligence of the Customer its agents or employees; or

8.2.2 the provision of the Services.

8.2.3 the existence of the Equipment at the Collection Address.

8.3 If the Customer requests that the Equipment be placed in a position which requires the Vehicle to leave the public highway the Customer shall indemnify and hold the Transferee harmless against any loss costs claims damages or expenses which the Transferee may thereby incur whether as a result of damage to the Vehicle, the Equipment, the property of the Customer of a third party including damage to the road margin or pavements.

8.4 The Customer shall maintain insurance cover in respect of this indemnity and shall at the request of the Transferee provide a copy of the insurance policy as proof of maintaining such cover.

9. LIMITATION OF LIABILITY- IMPORTANT CLAUSE:

9.1 Nothing in these conditions shall limit or exclude the Transferee's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to clause 9.1 the Transferee shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

9.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, the Transferee may terminate the Contract by giving to the Customer 3 months' written notice.

10.2 The Customer may terminate this Contract by giving to the Transferee not less than three month's written notice expiring on any Anniversary Date (time being of the essence in this clause). In the case where a customer cancels the waste management service, an amount equal to 41% of the aggregate Daily Rental and Collection Charge for the damage period of 6 months would become payable in respect of the service by the Customer.

10.3 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

10.3.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach

within 28 days of that party being notified in writing to do so;

10.3.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

10.3.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

10.3.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

10.3.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

10.3.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

10.3.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

10.3.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

10.3.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

10.3.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2.2 to clause 8.2.9 (inclusive);

10.3.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

10.3.12 the other party's financial position deteriorates to such an extent that in the Transferee's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

10.3.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.4 Without limiting its other rights or remedies, the Transferee may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

10.5 Without limiting its other rights or remedies, the Transferee may suspend provision of the Services under the Contract or any other contract between the Customer and the Transferee if the Customer becomes subject to any of the events listed in clause 10.3.2 to clause 10.3.13 or the Transferee reasonably believes that the Customer is about to become subject to any

of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

11. CONSEQUENCES OF TERMINATION

11.1 On termination of the Contract for any reason:

11.1.1 the Customer shall immediately pay to the Transferee all of the Transferee's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Transferee shall submit an invoice, which shall be payable by the Customer immediately on receipt;

11.1.2 the Customer shall make available for collection the Equipment and the Transferee may enter the Collection Site and take possession of them. The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

11.1.3 clauses which expressly or by implication survive termination shall continue in full force and effect.

12. FORCE MAJEURE

12.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of the Transferee (including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Transferee or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Transferees or subcontractors.

12.2 The Transferee shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12.3 If the Force Majeure Event prevents the Transferee from providing any of the Services for more than 3 weeks, the Transferee shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

13. GENERAL

13.1 Assignment and other dealings.

13.1.1 The Transferee may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

13.1.2 The rights and obligations of the Customer under this Contract shall be personal and the Customer shall not, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

13.2 Notices

13.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall

be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or fax.

13.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Working Day after transmission.

13.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 Severance

13.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision

under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the intended commercial result of the original provision.

13.4 Waiver

13.4.1 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

13.4.2 No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.

13.4.3 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 No partnership or agency

13.5.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose.

13.5.2 Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.6 Third parties

13.6.1 A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.7 Variation

13.7.1 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Transferee.

13.8 Governing law

13.8.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

13.9 Jurisdiction

13.9.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

SECTION 14: COMPANY TO WHICH THE GROUP MONTHLY CREDIT ACCOUNT APPLICATION IS MADE

This Group Monthly Credit Account Application (the "Application") is made to Mick George Limited for itself and as agent for the Mick George Group of Companies. The Mick George Group of Companies means all companies which are now or may in the future be in the same group of companies as Mick George Limited and a company is in the same group if it is a subsidiary of Mick George Limited or a subsidiary of a company which is itself a subsidiary of Mick George Limited as defined in section 1159 Companies Act 2006 (or any company of which Mick George Limited is a subsidiary and any subsidiaries of such company) and includes, without limitation Mick George Environmental Limited, MG Recycling Limited, Mick George Earthworks Limited, Mick George Concrete Limited, Mick George Facilities Management Limited, Mick George Recycling Limited, DRBS (East) Ltd and Frimstone Ltd. (together the "Companies" and reference to "the Company" shall mean Mick George Limited or as applicable any of the Companies) and which shall for the avoidance of doubt include any such companies whether or not they shall continue to be a member of the Mick George Group of Companies.

SECTION 15: CREDIT LIMIT

Any Credit Limit that is authorised, can be allocated amongst the Mick George Group of Companies as Mick George Limited may from time to time in its absolute discretion allocate. You may request a different credit limit from time to time, and we will consider your request but retain an absolute discretion as to what credit limit we offer you. We set out below when we may consider it appropriate to increase or decrease the credit limit we offer you:

15.1 The credit limit may be increased if the level of business (potential or actual) increased and/or the Applicant Business could support a higher credit limit.

15.2 The credit limit may be decreased if the level of business is below the assigned credit limit or if the Company has concerns about the Applicant Business' capability to make payment within 15 days of the date of the Company's invoice in accordance with paragraph 3 of Section 17 of this Application or otherwise from time to time in the Companies' discretion.

SECTION 16: DECLARATION AND AUTHORISATION

Please read and complete all pages of the Application together with the Company's Standard Terms included before signing below.

16.1 The undersigned is duly authorised by the Applicant Business to open a credit account with the Company.

16.2 The Applicant Business makes this application to open a credit account with the Company.

16.3 The Applicant Business hereby consents to the obtaining of credit and/or other information to be used at any time in connection to the account applied for by this Application, and consents to, and authorises the release, of any credit and financial information by any bank, trade reference, mortgage holder, landlord, and credit reporting agencies, and expressly consent to the Company obtaining a consumer credit report of the undersigned, and a business credit report of the Applicant Business for the purposes of evaluating the credit worthiness of both.

16.4 The Applicant Business understands that payment is due within 15 days of the date of the Company's invoice, and if granted credit, the Applicant Business agrees to observe the Credit Account Terms at Section 18.

16.5 The Applicant Business hereby certifies that the information contained in the Application is complete and accurate.

16.6 The Applicant Business understands that the information provided is to be used to determine the amount and conditions of the credit limit to be increased or decreased.

16.7 The Applicant Business acknowledge(s) and accept(s) the Company's Standard Terms in relation to all goods and/or services ordered and/or provided to the Applicant Business by the Company.

16.8 The Applicant Business understands that any credit afforded by the Company may be allocated as the Company so requires between the Companies

16.9 Without prejudice to Transferee's other rights in respect thereof, if the Customer defaults in making payment by the due date of any amount invoiced for the Service, the Transferee shall be entitled to withhold further performance of this agreement until all arrears have been discharged by the Customer.

16.10 The Customer shall not be entitled to dispute any payment made. The Customer agrees that Transferee's records will be proof of the Services provided.

16.11 Without prejudice to any other rights of the Transferee, if the Transferee has reason to doubt that amounts due from the Customer will be paid in full then the Transferee reserves the right to require payment in advance before commencing or continuing the Service, or at its sole discretion the Transferee may terminate the agreement forthwith.

16.12 The Transferee shall have the right to increase the Charges at any time to take account of any variation in the Transferee's costs including (but not limited to) variations in wages, disposal costs, administration costs, cost of materials and equipment, fuel costs, taxes, duties and cost of compliance with Relevant Legislation. The Transferee shall endeavour to give the Customer not less than one calendar months' notice of any variation of the Charge under this clause but notwithstanding this the Customer shall be liable to pay any increase from the date specified in the notice.

16.13 Where the Maximum Weight (if applicable) is exceeded the Transferee may charge an increased Charge to reflect the increased cost of providing the Services and disposing of the Waste.

SECTION 17: GUARANTEE AND INDEMNITY BY DIRECTOR(S) OF THE APPLICANT BUSINESS – REQUIRED WHERE THE APPLICANT BUSINESS IS A LIMITED COMPANY. YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CLAUSE

17.1 (a) This Guarantee and Indemnity is provided to the Company, which expression shall include its successors and assigns. (b) References to the "Applicant Business' Obligations" are to all liabilities and obligations which the Applicant Business may incur now or at any time in connection with the provision by the Company of goods and/or services to the Applicant Business on credit (including any liabilities and obligations which exist at the date of this Application by virtue of business conducted between the Company and the Applicant Business prior to the date hereof) and include without limitation any goods and/or services from time to time supplied to the Applicant Business in excess of the credit limit, at the discretion of the Company.

(c) References to the "Credit Facility" are to the agreement by the Company to provide goods and/or services to the Applicant Business on credit pursuant to the Application.

(d) For the avoidance of doubt the consideration for the existing obligations and liabilities of the Company being covered by this guarantee is the grant of this Credit Facility.

17.2 In consideration of the provision of the Credit Facility, I the undersigned, or, where this Guarantee and Indemnity is signed by more than one director, We the undersigned jointly and severally, hereby:

(a) guarantee that immediately on demand by the Company I/We shall pay all the Applicant Business' Obligations due and owing to the Company.

(b) guarantee the performance of the Applicant Business' Obligations.

(c) agree to indemnify the Company and keep the Company indemnified against all and any loss resulting from or arising in respect of the Credit Facility and/or any breach of the Applicant Business' Obligations and will pay such loss to the Company immediately on demand; and

(d) indemnify the Company in respect of all costs and expenses the Company shall have incurred in enforcing this Guarantee and Indemnity.

17.3 This Guarantee and Indemnity will not be affected by:

(a) any variation in respect of the Credit Facility, including without limitation the amount of credit provided, and whether or not I/We have consented to that variation.

(b) any other security guarantee or indemnity taken by the Company in respect of the Applicant Business' Obligations.

(c) any time or concession or indulgence given to the Applicant Business.

(d) any compromise with or settlement with or arrangement or composition or agreement to release or not sue the Applicant Business or any other guarantor or indemnifier.

(e) the impairment of any security taken in respect of the Credit Facility or the failure to realise or to enforce any such security or the failure to take any such security.

(f) the insolvency of the Applicant Business.

(g) any unenforceability in respect of the Applicant Business' Obligations against the Applicant Business; or

(h) I/We (or any of us) ceasing to be a director of the Applicant Business or otherwise ceasing to have any interest in the Applicant Business

17.4 I/We consent to the Company carrying out credit searches against my/our personal file(s) as detailed in Sections 18 and 19.

17.5 I/We are aware that I/We should seek independent legal advice before entering this Guarantee and Indemnity.

17.6 We accept that you may rely on an electronic copy of this signed guarantee and indemnity

SECTION 18: CREDIT ACCOUNT TERMS

18.1 The grant of any Credit Facility (as defined in clause 1(c) of the Guarantee and Indemnity to the Applicant Business is conditional upon: - 18.1.1 the satisfactory completion of this Application in its entirety; and

18.1.2 Where applicable, the entering into of the Guarantee and Indemnity by the Directors of the Applicant Business.

18.2 I/We/the Applicant Business hereby authorise(s) the Company to make such enquiries relating to my/our/its credit standing as the Company considers necessary, and to check the bank and trade references supplied.

18.3 The Company may, from time to time, amend the credit limit applicable to the Credit Facility in accordance with Section 8 of the Application and notify the Applicant Business of such limit.

18.4 The Applicant Business shall provide a purchase order in respect of each purchase made under the Credit Facility.

18.5 The Company will submit a monthly invoice in respect of all purchase orders received in that same month. All invoices are due for payment in full within 15 days from the invoice date.

18.6 Any queries in respect of invoices should be notified in writing by the

Applicant Business within 7 days of receipt of the invoice. 18.7 Invoices not paid on the due date may be subject to interest at 4% above the base rate of Barclays Bank Plc from the due date until the date that payment is received.

18.8 Amounts more than the credit limit which have not been agreed between the Company and the Applicant Business are to be paid immediately. The Company and/or its successors and assigns will be entitled to take action to collect all monies owing in full, whether the value exceeds the credit limit or otherwise.

18.9 The Company may terminate the Credit Facility at any time:

18.9.1 on giving one months' notice in writing; or

18.9.2 immediately on giving notice if the Applicant Business exceeds the credit limit where any excess has not been agreed between the Company and the Applicant Business and the Applicant Business fails to pay the amount of such excess in accordance with clause 18.8 or if it breaches any of these terms or the Company's standard terms and conditions (Standard Terms) attached to this form or if any of the following happens (or the Company reasonably believes is likely to happen):

18.9.3 the Applicant Business fails to pay any undisputed amount due under these terms and conditions on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

18.9.4 the Applicant Business commits a material breach of its obligations under these terms and conditions and (if such breach is remediable) fails to remedy that breach within a period of 15 days after receipt of notice in writing requiring it to do so; or

18.9.5 the Applicant Business commits a series of persistent minor breaches which when taken together amount to a material breach; or

18.9.6 the Applicant Business suspends, or threatens to suspend, payment of its debts or is unable to pay debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

18.9.7 the Applicant Business commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters any compromise or arrangement with its creditors; or

18.9.8 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Applicant Business; or

18.9.9 a creditor or encumbrance of the Applicant Business attached or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

18.9.10 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Applicant Business; or

18.9.11 a floating charge holder over the assets of the Applicant Business has become entitled to appoint or has appointed an administrative receiver; or

18.9.12 a person becomes entitled to appoint a receiver over the assets of the Applicant Business is appointed over the assets of the Applicant Business; or

18.9.13 any event occurs, or proceedings are taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.9.3 to 18.9.12 (inclusive); or

18.9.14 the Applicant Business ceases, or threatens to cease, to carry on all or substantially the whole of its business; or

18.9.15 the Applicant Business is a sole trader, in the event of bankruptcy of that individual.

18.10 The Applicant Business may terminate the Credit Facility at any time by giving the Company one months' notice in writing provided that all outstanding sums payable under the Credit Facility have been paid in full at the time such notice is given.

18.11 The Company shall not (to the fullest extent permitted by law) be liable to the Applicant Business under these terms and conditions (including if it is unable to comply with its obligations due to any event beyond its reasonable control).

18.12 The Company may vary these terms and conditions on giving not less than one months' written notice, and no other variations shall be valid unless agreed in writing by the Company and the Applicant Business.

18.13 These terms and conditions shall be governed by an interpreted according to the laws of England and Wales and both the Company and the Applicant Business agree to submit to the exclusive jurisdiction of the English courts.

18.14 If this application is signed and returned to the Companies electronically it is accepted that the Companies may rely on it whether or not the hard signed paper copy is returned to us.

These terms should be read in conjunction with the Company's Standard Terms (see www.mickgeorge.co.uk/docs/file/Terms_and_Conditions.pdf). In the event of any conflict between the Standard Terms and these terms and conditions, the provisions of these terms and conditions shall prevail.

SECTION 19: DATA PROTECTION AND CREDIT REFERENCE AGENCY SEARCHES

19.1 The Company is the data controller for the purpose of the Data Protection Act 1998.

19.2 The Company may collect and process any information you provide by completing this Application.

19.3 The Company may use information held about you:

19.3.1 to carry out, if applicable, its obligations arising from any contracts entered between it and you; and

19.3.2 to make a search with a Credit Reference Agency in respect of either you, or those owners or directors of the Applicant Business whose details have been entered in the Guarantee and Indemnity – required where the Applicant Business is a limited company and who have agreed (by signing in the spaces provided) to provide a Guarantee and Indemnity to the Company and its successors and assigns. Should it be necessary to review the Credit Facility at any time, then a further search with a Credit Reference Agency may be sought. In all cases where any such search is made, the Company will retain a record of that search.

19.4 The Company may disclose personal information it holds about you to any member of its group, which means its subsidiaries, its ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

19.5 The Company will monitor and record information relating to the Applicant Business' trade performance and such records may be made available to Credit Reference Agencies which will share that information with other businesses when assessing applications for credit and dealing with fraud prevention.