Category (sq. ft.): B -50-100K
Membership No: 51390
Company: Westbound Logistics

UKWA LTD CONTRACT CONDITIONS FOR WAREHOUSING AND LOGISTICS

These conditions are copyright and reserved for use by current UKWA (UK Warehousing Association) members.

The Company provides all items and services on the following Conditions which can be varied only in writing by an Officer of the Company.

The Company is a member of UKWA and is not a common carrier.

If a Customer's acceptance document, purchase order or other communication, received by the Company before or after notification of these Conditions, contains terms at variance with these Conditions, then every such term shall be of no effect.

IMPORTANT NOTE

CONDITION 3 EXCLUDES THE COMPANY'S LIABILITY FOR SOME ASPECTS OF LOSS AND LIMITS IT FOR THE REMAINDER, WITH TIME LIMITS FOR CLAIMS. PLEASE READ IT CAREFULLY.

The Customer must insure the Goods. The Company does not insure Goods or underwrite their value and may not know their nature or value; the rates charged reflect this. The exclusion and limitation of liability in Condition 3 minimises the amount that the Company would otherwise need to charge to recover its insurance costs (or an amount in lieu to reflect risk).

THE COMPANY'S OBLIGATIONS

1.1. The Company will provide its services with reasonable skill and care. In the absence of written instruction to the Company given a reasonable time in advance with sufficient warning and detail, no particular precautions nor any special treatment need be taken or provided for the Goods by the Company or its subcontractors, nor shall time be of the essence for performance by the Company.

1.2. In the case of bulk Goods, unless the parties have agreed otherwise the Company may deal with and/or mix apparently similar goods consigned by or for the Customer without distinguishing between consignments.

1.3. In the case of carriage by the Company, its responsibility for the Goods starts when loading on the vehicle is complete and ends when the Goods are tendered for unloading. In the case of storage and / or processing it starts when they are accepted into store by the Company and ends when they are tendered by the Company or its subcontractors for collection, or the Company becomes aware of the grounds for their removal under Condition 2.2 or on the expiry of notice under Condition 7.1 or 7.2. Unless the contract between the parties provides otherwise, the Company is not responsible for loading or unloading the Goods but where the Company provides storage and carriage it shall also be responsible for the Goods while they are transferred from its vehicle into its store and vice versa. In the case of forwarding, the Company's responsibility is only to engage or propose apparently competent contractors and to give them adequate instructions (on the basis of, and limited to, matters known to the Company) in relation to the Goods; and in this case, or where the contract is for advice, it is not responsible for the Goods themselves.

1.4. The Company's duty is to the Customer only and not to any third party. Any advice given is only guidance and is for the Customer only and cannot be relied on by any other party.

1.5. Unless it states otherwise in writing, where the Company provides forwarding services it operates as the Customer's agent in dealing, or engaging others to deal, with the Goods.

1.6. For the purposes of the Fulfilment House Due Diligence Scheme and other matters relating to tax, excise, customs or duties, the Company acts as the direct representative of the Customer unless otherwise agreed in writing.

1.7. Except to the extent stipulated by the contract between the parties, the Company shall not be required to have any particular resource or configuration of security or surveillance devices on or around its premises. Cameras and other surveillance devices are for the purposes of record keeping only and the Company shall not be required to have them contemporaneously or regularly monitored.

1.8. Except to the extent expressly agreed between the parties, the Company is not responsible for stock rotation or consolidation in respect of Goods, and it is for the Customer to request specific action in writing and to pay the Company's charges for it.

CUSTOMER'S UNDERTAKINGS

2.1. It is a condition of the contract, and the Customer represents, warrants and undertakes, that:-

2.1.1 It is either the owner of the Goods, or is authorised by the owner to accept these Conditions on the owner's behalf.

2.1.2 The Goods shall be presented to the Company (and/or anyone else dealing with them) securely and properly packed in compliance with any applicable statutory regulations, recognised standards and good practice; and that they and any Goods Transport Unit are and will remain in a condition to be safely handled, stored and/or carried and so as not to cause injury, damage, contamination or deterioration (or the possibility of them) to any person, premises, property, the environment, drains or watercourses, equipment or to any other items in any way. Where the Company is performing an operation or process on the Goods, they will be delivered to the Company in a condition where that operation or process can be done without further work (other than unpacking) by the Company.

2.1.3 Before the Company assumes any responsibility for or by reference to the Goods, the Customer will inform the Company in writing of any relevant matters; including any special precautions necessitated by the nature, size or shape, weight, condition or potential for deterioration of the Goods and any statutory or other requirements relevant to the Goods with which the Company or others may need to comply; and will promptly after invoicing pay the Company's reasonable extra charges for complying.

2.1.4 It will promptly on demand indemnify the Company against all duties, taxes, excise, customs and any other expenses that the Company has paid or may be required to pay in respect of the Goods; including where the liability to pay them is triggered by the fault, act or omission of the Company or its employees or sub-contractors.

2.1.5 The Goods will be delivered to the Company, and will remain, in a condition where they can be safely handled, stored or carried by the Company and the carrier of any despatch by the Company; and safely handled, stored or used by the consignee. Except to the extent previously notified in detail to, and accepted by, the Company in writing none of the Goods: are or may become or be deemed to be, (actually or potentially) hazardous, deleterious, contaminating or contaminated; may cause pollution of the environment, damage to property or other items or substances or harm to human health if they or any emanation escape from their packaging; require any official consent or licence (or would

be illegal for the Company) to handle, possess, deal with or carry; or will at any time whilst in the possession, care or control of the Company constitute Waste. This provision applies whether or not the Company has inspected the Goods or opened any packaging.

2.1.6 The Customer will provide a risk assessment and/or method statement appropriate for handling the Goods. Where the Company is carrying the Goods, then unless otherwise previously agreed in writing the Customer will provide suitable facilities, equipment and methods for, and will procure, safe and prompt loading and unloading of the Goods at, any location not occupied by the Company in which they are being handled.

2.1.7 It will comply with any reasonable requirements of the Company relating to handling, packing, carriage, storage or forwarding of Goods (and ancillary matters) which are notified in writing from time to time.

2.1.8 Information given by or on its behalf shall be timely, correct and complete. The Customer will provide promptly any documentation, instructions or information which is relevant to the Goods, to any interest in them, to any services provided or to be provided by the Company, or to any actual or anticipated obligation of the Company related to either the Goods or the Customer. It will do so when, and in a format, reasonably requested by or on behalf of the Company; and in any case promptly on its own initiative when it becomes aware of any such thing material to the interests of the Company.

2.1.9 The Customer will be responsible for instructing the Company in writing on the order of stock removals and other specific action and the Company shall be entitled to charge for such work.

2.1.10 The Customer will not without the informed prior written consent of the Company consign Goods to the Company (or procure it) in circumstances where the Company may be held or deemed to have placed them on the market for the purposes of the General Product Safety Regulations 2005 or equivalent legislation.

2.2 The Customer will indemnify the Company against any expense, loss, claim or damage it suffers as a result of the Customer's instructions (or failure to give instructions or information); or which is related to any breach of the Customer's obligations to the Company or any other person or under the law; or to the Customer's insolvency, or complying with the instructions of a competent authority in respect of the Goods, or which arises from the application of general average; and will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with such matters and their consequences. The Customer will pay an extra charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a consequence of compliance with the instructions, or of acts or omissions, of the Customer. If the Company suspects a breach of Condition 2, it may refuse to accept the Goods, demand their immediate removal, or itself arrange their removal without notice, at the Customer's expense.

INSURANCE, INDEMNITIES, AND THE COMPANY'S LIABILITY

3.1 Unless expressly agreed, the Company does not insure the Goods and the Customer shall make arrangements to cover the Goods against all insurable risks to their full insurable value (including all duties and taxes. The insurance referred to in Condition 3.5 is insurance against the Company's potential liability for breach of its obligations and not to cover the Goods themselves against loss, damage, etc .

3.2 Subject to Condition 3.3, the Company shall have no liability for Loss however arising.

3.3 If and to the extent that Loss is directly caused by negligence or wilful act or default of, or breach of duty owed to the Customer by, the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors or agents (acting in furtherance of their duties as sub-contractors or agents) and subject to Conditions 3.4,

3.7 and 3.8, the Company will accept liability for Loss assessed on normal legal principles but not exceeding the Limit fixed pursuant to Condition 3.5. Any quantification of amount or value includes duties and taxes.

3.4 In no case shall the Company be liable for any lost profit, income or savings, business interruption, wasted expenditure, liquidated damages, or indirect or consequential loss; whoever may suffer or incur it.

3.5 In no case shall any liability of the Company (including inter alia any liability in respect of duties and taxes) exceed the Limit, fixed as follows:-

3.5.1 Where potential Loss relates to Goods, the Customer may nominate the Limit as an amount (in Sterling, US Dollars or Euros) per tonne weight of the Goods by notice in writing stating the Limit it seeks and the nature and maximum value of the Goods, including duty and taxes. The Limit so nominated by the Customer shall apply in respect of any cause of action arising after the Date and thereafter for the period in which the nomination, and insurance to cover the Limit nominated, remains in effect. Unless (and until the day after) the Date is reached, 3.5.4 shall apply. The nomination shall cease to have effect in relation to Goods where the Company's lien is enforced over them or notice has been given by the Company to remove them under Condition 7 but has not been complied with, or the Customer gives notice in writing to that effect. Where the Company chooses to carry the further risk itself pursuant to 3.5.2, it may give 14 days notice in writing that the nominated Limit will cease to be in effect.

3.5.2. The Company will make reasonable efforts to obtain insurance on reasonable terms to cover its liability up to the Limit nominated by the Customer, unless it chooses to bear the risk without further insurance cover. It is a condition of the contract that the Customer pays within 7 days of receiving it or them the Company's invoice(s) for its costs in insuring against its potential liability up to the Limit, and/or to the extent that the Company elects to carry the risk itself, its extra charge to reflect its evaluation of the risk thus incurred.

3.5.3 If the Company obtains or extends insurance under 3.5.1 / 3.5.2 but the insurer does not pay the whole of a claim for a reason not arising directly and substantially from an act or default of the Company, then subject to 3.5.4 and 3.8, the Company's liability will be the greater of the gross amount actually paid by the insurer in respect of the claim or a Limit of £100 sterling per tonne,

3.5.4 Unless and until a higher Limit has been fixed under Condition 3.5.1 / 3.5.2 and continues in effect, or in any circumstances relating to Goods held under lien or which have not been removed in breach of Condition 7, the Limit shall be £100 sterling per tonne.

3.5.5 Where Loss does not relate directly to Goods (for example alleged negligent advice or data protection irregularities) the Limit applicable shall be £1000 per incident or series of connected incidents; but the Company does not limit or exclude direct liability for death or personal injury caused by its own act or default or that of its employees or agents.

3.6 Without prejudice to the Company's rights under Condition 6 to be paid free from deduction or set-off, any limitation of liability on the part of the Company shall be applied to any claim by the Customer before any set off or counterclaim is asserted against money payable to the Company.

3.7.1 The Company shall be discharged from all liability for any claim unless:
it has received written notice of it within 10 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee; and
it has received, within 21 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee, sufficient detail in writing to enable investigation. In the case of failure to deliver, time shall run from the second working day after the expected date of delivery.

3.7.2 Without prejudice to 3.7.1, the Company shall be discharged from all liability for any claim unless any legal proceedings (including any counterclaim) against the Company relating to the claim are issued and served within 9 months of the event giving rise to the claim.

3.8 The Company shall not be liable for any Loss to the extent that it is caused or contributed to by a breach of any of the Customer's obligations, or by a person for whom the Company is not responsible, or by any of the circumstances by virtue of which the Company is relieved of its obligations under Condition 8.

3.9 Any degree of performance by the Company of its obligations shall negate any allegation that it is refusing to perform them.

3.10 No Interested Party will make a claim or issue proceedings in respect of Loss against any Additional Party.

3.11 Without prejudice to Condition 3.10, if an Additional Party pays or is liable to make a payment to an Interested Party in connection with a claim for Loss, that Interested Party will fully indemnify the Company against any claim made by the Additional Party (including inter alia all costs and expenses) against the Company for reimbursement of, contribution to or indemnity against that payment to the extent that the claim added to any direct liability of the Company, and payments made by it, to all Interested Parties exceeds the Limit applicable to the Loss giving rise to the claim.

VARIATION IN LOCATION AND SUB-CONTRACTING,

4.1 The Company shall be entitled to sub-contract on reasonable or industry standard terms all or any part of its obligations and in this event these Conditions shall continue to apply as between the Company and the Customer. Where the place at which Goods are to be handled or stored has been designated, the Company may if reasonable to do so vary such place, so long as the substitute place is of at least comparable quality. However, except where urgent the Company will obtain the Customer's consent (not to be unreasonably withheld or delayed) before storage is subcontracted or the designated place of storage is varied and will notify the Customer of the location of the Goods.

4.2 Where the Company provides carriage, it is entitled to hold Goods overnight or temporarily, or (where appropriate) consolidate or split them, at such interim destination as it chooses before the Goods are received into any designated store.

CHANGE OF CUSTOMER

5. If the Customer wishes to transfer the Goods or any part to the account of another person it shall give prior written notice to the Company. The notice shall not be effective unless before the effective date of the transfer the proposed transferee notifies the Company in writing that it wishes to become a customer, is to be bound by these Conditions and by any notice given under Condition 3, endorses any information provided by the Customer, will pay the Company's charges for the period after the effective date and the Company agrees in writing to the transfer. The Customer will pay the charges for the period until the later of the effective date, or acceptance by the Company of the notice and of the proposed transferee as a customer. In any event the Customer will remain jointly liable for charges and indemnities relating to Goods consigned by it to the Company. The Goods remain subject to any lien which applies at the time of transfer as security for amounts payable to the Company referable to periods before and after the effective date of the transfer.

CHARGES, PAYMENTS AND LIEN

6.1 The Company's charges are subject to VAT and may be increased by prior notice to the Customer. The notice shall be at least 7 days for increases reflecting any rise in fuel costs and at least 21 days otherwise. If the Customer does not agree to the increase it

shall notify the Company in writing and will remove the Goods within 21 days after receipt of the Company's notice. If the Goods are not so removed then the increased charges will apply from expiry of the Company's notice. The Company has the right to charge for storage of the Goods for so long as it has custody of or is responsible for them.

6.2 The Customer will pay demurrage at the Company's standard rate (or a reasonable rate set by the Company if there is no standard rate) if the vehicle used by or on behalf of the Company to deliver the Goods is delayed for more than 60 minutes beyond the time reasonably needed for loading or unloading; and demurrage and storage charges if delivery is refused.

6.3 The Company's charges shall be paid without deduction or set-off at such periodic intervals as may have been agreed between the parties and in any event on the earliest of (a) the expiry of any agreed period of credit (b) when any amount payable to the Company by the Customer becomes overdue and (c) the time immediately before any of the Goods cease to be in the Company's care or control. The Company shall be entitled to payment for carriage at the time the Goods are loaded onto the vehicle. Absence of a delivery note shall not justify a refusal by the Customer to pay.

6.4 Interest shall be paid on money overdue to the Company at the rate of 1.5% for each calendar month during all or part of which it is overdue.

6.5 The Company shall (on its own behalf and as agent for any assignee of its invoices) have a general and particular lien on the Goods (and any associated documentation or records) as security for payment of all sums (whether due or not) claimed by the Company from, or actually or prospectively payable to the Company by, the Customer or another Interested Party on any account (relating to the Goods or not), or otherwise claimed in respect of the Goods or other property of an Interested Party. Where a lien secures sums payable to or claimed by the Company, it shall continue to apply to Goods to cover those sums notwithstanding any transfer of ownership of Goods, or change of customer. Storage shall be charged for any goods detained under lien or where the Company is required by any competent authority to retain them. The Company does not insure Goods detained under lien. Where Goods are held by the Company's sub-contractor or agent that constitutes possession and control by the Company for the purposes of any lien asserted by the Company.

REMOVAL AND DISPOSAL OF GOODS

7.1 The Goods shall be removed by the Customer at the time agreed between the parties. Removal of Goods at the request of the Customer is subject to the availability to the Company of staff, equipment and relevant capacity without incurring additional cost or causing disruption to the Company's normal operations. However the Company may at any time by notice in writing to the Customer require the removal of the Goods within 14 days from the date of such notice or, in the case of perishable goods, 3 days; or immediately in case of urgency.

7.2 Where the Customer fails to comply with Condition 7.1, or any payment from the Customer is overdue, the Company may, without prejudice to its other rights and remedies against the Customer, suspend activity and/or notify the Customer in writing that the Goods may be or are being sold or otherwise disposed of. If the notice is solely because of a failure to pay the Company will allow 14 days for payment from the date of such notice before it effects sale or disposal. If the notice is for any other reason there is no minimum period of notice and the Company shall be entitled to take any action it considers expedient to deal with perishable, deleterious or hazardous Goods or in case of urgency. On expiry of the period, if such payment has not been made (or if applicable the Goods have not been so removed) the Company may sell or otherwise dispose of the Goods or any part at the Customer's entire risk and expense by such method and at

such price (if any) as it considers appropriate. The Company will account to the Customer for any proceeds of sale or disposal after deduction of all expenses and amounts claimed by the Company and any assignee of its invoices. The Company shall not be liable for any alleged failure to achieve a sufficient sale price for the Goods. The Company (and any person deriving title to Goods through it) shall be entitled to use under licence in connection with the disposal of Goods any copyright material or trade marks, and pass on any manufacturer's standard warranty, relating to them which would be available to an authorised retailer of the Goods.

7.3 Notice or action by the Company under this condition shall not in itself terminate the contract between the parties unless the Company expressly states so.

7.4 The time periods in this Condition may be extended by the Company in its discretion.

FORCE MAJEURE

8. The Company shall be relieved of its obligations to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from, the act or omission of the Customer or anyone acting on its behalf or with its authority or an Interested Party or by storm, flood, fire, explosion, civil disturbance, war, epidemic or pandemic, governmental, regulatory or quasi-governmental action directive or restriction, breakdown or unavailability of premises, equipment or labour, or other cause beyond the reasonable control of the Company.

DATA AND CONFIDENTIALITY

9.1 Each party will observe its obligations under the General Data Protection Regulation and other applicable data protection legislation including the Data Protection Act 2018.

9.2 Unless otherwise agreed in writing the Company will be a data processor and the Customer will be the data controller of personal data relating to or supplied by or on behalf of the Customer or consignees of the Goods.

9.3 The Company will process personal data in accordance with the Customer's written instructions. The Company may use data supplied by or on behalf of the Customer for purposes appropriate to the performance of the Company's obligations, the exercise of the Company's rights or for business planning by the Company. The Company may share data with a Subcontractor as sub-processor (which shall be subject to an equivalent level of protection for data as applies to the Company) for the provision of the Company's services to the Customer, and also share data with any government, regulatory or statutory authority where legally required.

9.4 Subject to the provisions of this clause and applicable legislation, the Company and the Customer shall each use all reasonable endeavours to keep confidential information or data supplied by or on behalf of the other which is expressed to be confidential or which is of such a nature that it should clearly be regarded as confidential by a reasonable person.

TUPE AND SERVICE PROVISION CHANGE

10.1 Where there is an Inward TUPE Transfer, the Customer will indemnify the Company against all liability and expense (including inter alia the cost of taking advice) which the Company may incur in connection with:

10.1.1 the employment or the termination of employment, before the Effective Time, of any Employee;

10.1.2 any failure by the Transferor to comply in a timely manner with its legal obligations in respect of any of the Employees;

10.1.3 the transfer to the Company, by virtue of TUPE or otherwise, of the employment of any person or the applicability of terms of employment, other than those previously notified to, and previously accepted by, the Company in writing;

10.1.4 any act or omission of the Transferor, on or before the Effective Time, for which the Company becomes liable by virtue of TUPE or otherwise; or

10.1.5 the Transferor's failure to comply with its obligations under regulation 13 of TUPE.

10.2 Where there is an Outward TUPE Transfer, the Customer will indemnify the Company against all liability and expense (including inter alia the cost of taking advice) which the Company may incur in connection with the Transferee's failure to comply in a timely manner with its legal obligations, including without limitation those under regulation 13 of TUPE.

GENERAL

11.1 Each exclusion or limitation of liability in these Conditions exists separately and cumulatively.

11.2 Signature on a delivery note on behalf of a Customer or its consignee or a carrier engaged by or on behalf of either is evidence that the Goods have been received in apparently good order save as noted.

11.3 The Company may open packaging or Goods Transport Units to inspect them or Goods they contain.

11.4 Any notice shall be duly given if left at or sent by first class prepaid post to the last known address of the other party or by facsimile to the last notified number evidenced by a successful transmission record, or by email to the last address notified for the purpose of service. It shall be deemed to have been received: if posted 2 working days after posting (4 working days if sent abroad), and if sent by facsimile or email, one working day after sending subject to confirmation of successful transmission (fax) or delivery (email).

11.5 “Writing” includes email.

11.6 Delay or failure by either party to assert or enforce its rights shall not be a waiver of them. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. Nothing done or stated by the Company (other than to the extent specifically expressed in writing by the Company) shall constitute a waiver of the Company’s rights under Conditions 6 and 7.

11.7 The intellectual property rights in designs, software or other works created by or on behalf of the Company shall be and remain the property of the Company. That is the case whether or not the Customer or other party has paid the costs of origination or development, but in such circumstances the Customer shall have a non-assignable licence to use it for its own purposes in the performance of the contract with the Company for so long as the contract continues.

GOVERNING LAW

12 In the contract between them the Company and the Customer may agree and specify the country or jurisdiction whose laws shall apply to it and whose courts shall have jurisdiction in resolving disputes arising in connection with it or relating to Goods. In the absence of such agreement or in case of uncertainty, the law of England shall apply and disputes will be dealt with exclusively by the English courts.

DEFINITIONS

13 Terms used in these Conditions have the following meanings:

"**Additional Party**" means any employee, worker, agent or sub-contractor of the Company, or anyone entitled to an indemnity, reimbursement or contribution from the Company in respect of a claim by an Interested Party.
"**Company**" means the UKWA Member trading under these Conditions, or agreeing to provide, or providing, services and/or items whether under a contract or otherwise.
"**Customer**" means any person or entity requesting or receiving services and/or items supplied (or to be supplied) by or on behalf of the Company; and also the principal of any agent making such a request.
"**Date**" means the latest of (1) the date on which the insurance cover referred to in 3.5.2 comes into force; (2) the date on which the Company notifies the Customer in writing that it has chosen to carry the risk of the nominated Limit without insurance to that level; and (3) the date on which the Company's invoice rendered under 3.5.2 is paid in cleared funds
"**Effective Time**" means the time at which the employment of any person (or liabilities relating to that person) are transferred to the Company under TUPE
"**Employee**" means a person employed or previously employed by the Transferor and who is, or whose rights are, affected by the TUPE Transfer
"**Goods**" means goods (including any associated documents, packaging, Goods Transport Unit(s) and equipment) to which the contract relates or which are in the possession of the Company.
"**Goods Transport Unit**" means any container, packaging, pallet or other platform used in connection with the transport of Goods
"**Interested Party**" means the Customer and/or anyone with an interest in the Goods (excluding the Company). Any obligation of the Interested Party is borne jointly and severally if more than one entity.
"**Inward TUPE Transfer**" means a situation where the Company is (or is expected to be) a transferee for the purposes of TUPE as a result of providing services to or for the benefit of the Customer (or intending to do so)
"**Limit**" means a limit per tonne gross weight of that part of the Goods in respect of which a claim arises.
"**Loss**" includes (without limitation) loss of any kind, theft, destruction, damage, unavailability, stock shortage, actual or deemed contamination, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery, non-compliance with or breach of instructions or obligations, deviation from bailment, incorrect advice or information, loss or corruption of data, breach of data protection or processing obligations, interference with or disruption of information technology systems, breach of duty; any event giving rise to any liability of an Interested Party to any other person or authority; and anything else giving rise to liability of the Company in connection with services or items provided or to be provided by it.
"**Officer**" includes a Director or Company Secretary; General Manager; Partner; or member of a Limited Liability Partnership
"**Outward TUPE Transfer**" means a situation where the Company is (or is expected to be) a transferor for the purposes of TUPE as a result of the transfer of operations previously carried out for the Customer
"**Subcontractor**" means a party engaged at the behest of the Company to perform some or all of the Company's obligations
"**Transferee**" means a transferee as defined by TUPE
"**Transferor**" means a transferor as defined by TUPE
"**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (and any successor legislation) and also includes any other legislation under which employment or liabilities arising from employment transfer by operation of law

"**UKWA Member**" means any person or entity who is or was a member of UKWA when any relevant agreement is or was entered into, or when any relevant matter or event occurs or occurred.
"**Waste**" bears its general meaning and also includes "Waste" and "Directive Waste" as defined legislatively.

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