

www.regroup.uk.com



Compliance Pack



Quality Documents

Page 3	ISO Certificate 9001
Page 4	ISO Certificate 14001
Page 5	UKAS Certificate 17025
Page 6	UKAS Accreditation Schedule

Licences

Page 8	Goods Vehicle Licence
Page 13	Waste Carriers Licence
Page 14	Site Licence Air Street
Page 15	Site Licence Ann Watson Street

Terms and Conditions

Page 16	Provision of Services
Page 32	Supply of Fuel
Page 48	Website terms of use

Health, Safety and the Environment

Page 53	Integrated Health Safety Environmental Quality Policy Statement
----------------	---

Insurance

Page 54	Insurance Document
Page 56	Motor Insurance

Ethical Trading

Page 58	Anti-bribery Policy
Page 60	Anti-slavery and Human Trafficking Policy

Certificate of Registration



This is to certify that the Quality Management System of:

RE:Group (UK) Ltd

Clipper House, Air Street, Bankside, Hull, East Yorkshire, HU7 0BH, United Kingdom

applicable to:

The collection, storage, treatment, sale, recovery and disposal of oil and oil contaminated hazardous wastes and associated waste products

has been assessed and registered by NQA against the provisions of:

ISO 9001:2015

This registration is subject to the company maintaining a quality management system, to the above standard, which will be monitored by NQA

Managing Director

Certificate No.	19797
ISO Approval Date:	5 September 2005
Previous Certificate Ex	15 September 2017
Reissued:	14 November 2017
Valid Until:	14 November 2020
EAC Code:	39



015

Certificate of Registration



This is to certify that the Environmental Management System of:

RE:Group (UK) Ltd

Clipper House, Air Street, Bankside, Hull, East Yorkshire, HU7 0BH, United Kingdom

applicable to:

The collection, storage, treatment, sale, recovery and disposal of oil and oil contaminated hazardous wastes and associated waste products

has been assessed and registered by NQA against the provisions of:

ISO 14001:2015

This registration is subject to the company maintaining an environmental management system, to the above standard, which will be monitored by NQA

Managing Director

Certificate No.	5928
ISO Approval Date:	16 July 2012
Previous Certificate Ex Reissued:	15 September 2017 14 November 2017
Valid Until:	14 November 2020
EAC Code:	39



015

Certificate of Accreditation



Regroup (Reclaim) Limited

Testing Laboratory No. 4613

Is accredited in accordance with International Standard ISO/IEC 17025:2017 – General Requirements for the competence of testing and calibration laboratories.

This accreditation demonstrates technical competence for a defined scope specified in the schedule to this certificate, and the operation of a management system (refer joint ISO-ILAC-IAF Communiqué dated April 2017). The schedule to this certificate is an essential accreditation document and from time to time may be revised and reissued.

The most recent issue of the schedule of accreditation, which bears the same accreditation number as this certificate, is available from www.ukas.com.

This accreditation is subject to continuing conformity with United Kingdom Accreditation Service requirements.

A handwritten signature in black ink, which appears to read "Matt Gantley", is positioned above a horizontal line.

Matt Gantley, *Chief Executive Officer*
United Kingdom Accreditation Service

Initial Accreditation: November 5, 2010
Certificate Issued: December 9, 2019



Scan QR Code to
verify

Schedule of Accreditation

issued by

United Kingdom Accreditation Service

2 Pine Trees, Chertsey Lane, Staines-upon-Thames, TW18 3HR, UK



4613

Accredited to
ISO/IEC 17025:2017

Regroup (Reclaim) Limited

Issue No: 013 Issue date: 19 July 2019

Air Street
Bankside
Hull
East Yorkshire
HU5 1RR

Contact: Kira Allen
Tel: +44 (0)1482 879666
Fax: +44 (0)1482 879676
E-Mail: info@regroup.uk.com
Website: www.regroup.uk.com

Testing performed at the above address only

DETAIL OF ACCREDITATION

Materials/Products tested	Type of test/Properties measured/Range of measurement	Standard specifications/ Equipment/Techniques used
Petroleum and Petroleum Products Fuel Oil	<u>Chemical Tests</u> Carbon Residue Flash Point Strong Acid Number Total Sediment Kinematic viscosity at 40°C and 50°C Water Content <u>Sampling</u> Manual sampling	 IP 13/94(14) BS 2000-13:94 ISO 6615:93 IP 523/15 BS 2000-523:15 BS EN ISO 3679:15 Rapid equilibrium closed cup method IP 139/98(17) BS 2000-139:98 ISO 6618:97 IP 375/11 BS 2000-375:11 ISO 10307-1:09 IP 71 Section 1/97 BS 2000-71:96 sect 1 BS EN ISO 3104:96 IP 74/2000(14) BS 2000-74:00 ISO 3733:1999 Documented in-house method SOP L54 based on IP 475/05 BS 2000-475:04 BS EN ISO 3170:04



4613

Accredited to
ISO/IEC 17025:2017

Schedule of Accreditation
issued by
United Kingdom Accreditation Service
2 Pine Trees, Chertsey Lane, Staines-upon-Thames, TW18 3HR, UK

Regroup (Reclaim) Limited
Issue No:013 Issue date: 19 July 2019

Testing performed at main address only

Materials/Products tested	Type of test/Properties measured/Range of measurement	Standard specifications/ Equipment/Techniques used
Burner Fuels Derived from Waste Mineral Oils	<u>Chemical Tests</u>	
	Chlorine content	IP 503/04 BS 2000-503:04 ISO 15597:01 using in house method SOP L71 and WDXRF
	Determination of Metals: Pb, Ni, Cr, Cu, Zn, As, Cd, Tl, Sb, Co, Mn and V	IP 593/11 using in house method SOP L70 and WDXRF
	Determination of Hg	IP608/15 using in house SOP L85 and WDXRF
	Sulphated Ash	IP 550/08
	Sulphur content	ASTM D2622/16 using in house method SOP L73 and WDXRF
END		

GOODS VEHICLE OPERATOR'S LICENCE

THIS LICENCE MUST NOT BE ALTERED OR DEFACED IN ANY WAY

Issued to:

**REGROUP (RECLAIM) LIMITED
CLIPPER HOUSE
AIR STREET
HULL
HU5 1RR**

Issued by:

Office of the Traffic Commissioner
North East of England
Hillcrest House
386 Harehills Lane
Leeds
LS9 6NF
0300 123 9000

Goods Vehicle Standard International

Licence number: OB0223606
NOT TRANSFERABLE

This licence is in force from:

07/11/1996

This licence will continue for as long as you continue to meet its terms. However, it will come to an end if you do not pay the necessary continuation fee by the date required. The licence may also face regulatory action including revocation if you operate outside its terms. You have paid for an initial period of five years, which starts with the date the licence was issued. The continuation fee must be paid before the end of the month before that five year period comes to an end and every five years after that. Please see note 1 for further details.

This document is an operator's licence issued under the Goods Vehicles (Licensing of Operators) Act 1995 (the Act). The undertakings recorded in this licence have been given by the licence holder and are considered to be material to the grant of the licence. In the case of a licence first issued before 1 January 1996, the recorded undertakings include statements of intent made by the operator.

The maximum number of motor vehicles and trailers authorised in accordance with section 6 of the Act is:

Motor vehicles	16
Trailers (inc semi-trailers)	14



A handwritten signature in black ink, appearing to be 'A. B. C.', written over a light blue grid background.

Traffic Commissioner

Operating centre(s)

Operating Centre:	Address: REGROUP (RECLAIM) LTD ANN WATSON STREET STONEFERRY HULL HU7 0BH	Vehicles	8
		Trailers	5
Conditions Undertakings	or		

Operating Centre:	Address: REGROUP (RECLAIM) LTD WESTSIDE ROAD DOCK ESTATE GRIMSBY DN31 1UT	Vehicles	2
		Trailers	1
Conditions Undertakings	or		

Operating Centre:	Address: REGROUP (RECLAIM) LTD BANKSIDE DEPOT BANKSIDE HULL HU5 1RS	Vehicles	6
		Trailers	9
Conditions Undertakings	or		

Transport Manager(s)

**CHRISTOPHER JOHN WRIGHT
NICHOLAS JOHN CLARK**

Specific conditions attached to licence

Specific undertakings attached to licence

GENERAL CONDITIONS ATTACHED UNDER SECTION 22 OF THE GOODS VEHICLES (LICENSING OF OPERATORS) ACT 1995 – STANDARD INTERNATIONAL LICENCES

The licence holder shall, within 28 days of their occurrence, inform the Traffic Commissioner of any:

CHANGES in the maintenance and safety inspection arrangements;

CHANGES in the ownership of the business including partnership arrangements. Company changes in shareholding need not be notified unless they cause a change in the control of the Company;

EVENTS WHICH AFFECT

The good repute of the licence holder and transport manager, in particular, relevant convictions as defined in schedule 3 to the 1995 Act (this includes the issue of a fixed penalty notice or conditional offer under Part 3 of the Road Traffic Offenders Act 1988);

The professional competence of the licence holder and/or transport manager;

The requirement for the licence holder to be of appropriate financial standing (including details of any bankruptcy, liquidation, sequestration of estate or entry into administration of the holder or the appointment of a receiver, manager or trustee);

The requirement to have an effective and stable establishment in Great Britain namely;

Any change to the specified address of establishment, and

the requirement to have access at all times to at least one goods vehicle registered or in circulation in Great Britain

GENERAL UNDERTAKINGS – STANDARD INTERNATIONAL LICENCES

The licence holder undertakes to make proper arrangements so that:

The rules on drivers' hours and tachographs are observed and proper records kept;

Motor vehicles and trailers are not overloaded;

Vehicles will operate within speed limits;

Motor vehicles and trailers, including hired vehicles and trailers, are kept fit and serviceable;

Drivers report promptly any defects or symptoms of defects that could prevent the safe operation of vehicles and/or trailers, and that any defects are promptly recorded in writing;

Records are kept (for 15 months) of all driver defect reports, all safety inspections, routine maintenance and repairs to vehicles and trailers and these are made available on request; and

In respect of each operating centre specified, that the number of authorised motor vehicles and the number of authorised trailers kept there will not exceed the maximum numbers recorded against the operating centre in this licence.

Notes:

1. The continuation fee is payable before the end of the month which precedes the date of expiry of a period of 5 years, beginning with the date of either the issuing of the licence or the most recent 5 year anniversary of that date, whichever is the later. There is no legal obligation for the traffic commissioner to send a reminder that the continuation fee is due although a licence checklist will be sent to the correspondence address of the licence holder kept on file. If you have received no contact two weeks before the continuation date, please urgently contact the Central Licensing Office.

2. The “holder” of a licence is the person to whom the licence was issued. An operating centre is defined as the base or centre at which the licence holder’s vehicles (and trailers) are normally kept. Every five years, for a period of two months the traffic commissioner has the power under section 30 of the Goods Vehicles (Licensing of Operators) Act 1995 to review the suitability of an operating centre should there be any concerns. If a review is to be conducted an operator will be contacted in writing.

3. This licence authorises the use of a maximum number of vehicles and trailers by the licence holder. Vehicles currently in the holder’s possession, and for which vehicle discs have been issued, are recorded as “specified” vehicles on the licence. The difference between the number of vehicles in possession and the total authorisation is known as the “margin”.

4. Within the margin, the licence holder may operate vehicles additional to those currently specified on the licence (but without exceeding the total authorisation) for a maximum of one month beginning with the day on which the vehicle was first in the licence holder’s lawful possession. If the period of use of any vehicle is one month or less there is no requirement to notify the central licensing office. To use a vehicle for more than one month, and remain within the law, the licence holder must inform the central licensing office before that month is up. The vehicle then becomes specified on the licence and the margin is reduced accordingly.

5. If the vehicles specified on the licence are equal to the total authorisation, the holder cannot operate any additional vehicles, temporarily or otherwise, without having first applied for, and been granted, authority to do so.

6. The licence holder cannot change or add an operating centre without having first applied for, and been granted, authority to do so. Failure to obtain authority to use a place as an operating centre may result in a fine on summary conviction and disciplinary action being taken against the licence.

7. In addition to the general conditions detailed elsewhere in this document, legislation requires licence holders to inform the traffic commissioner of any change of correspondence address, within 28 days. Failure to inform the traffic commissioner of a change of correspondence address may result in the revocation of the licence.

8. A licence holder who does not fulfil an undertaking or condition recorded on his licence may be committing an offence and will be liable to disciplinary action by the traffic commissioner. A licence may be revoked, suspended or curtailed.

Certificate of Registration under the Waste (England and Wales) Regulations 2011

Regulation authority

Name	 Environment Agency
Address	National Customer Service Centre 99 Parkway Avenue Sheffield S9 4WF
Telephone number	03708 506506

The Environment Agency certify that the following information is entered in the register which they maintain under regulation 28 of the Waste (England and Wales) Regulations 2011.

Carriers details

Name of registered carrier	REGROUP (RECLAIM) LTD
Registered as	An upper tier waste carrier, broker and dealer
Registration number	CBDU199298
Address of place of business	Clipper House Air Street Bankside Hull HU5 1RR
Telephone number	01482 879666
Date of registration	26 August 2020
Expiry date of registration (unless revoked)	23 September 2023

Making changes to your registration

Your registration will last 3 years and will need to be renewed after this period. If any of your details change, you must notify us within 28 days of the change.

Notice of variation and consolidation with introductory note

The Environmental Permitting (England & Wales) Regulations 2016

Regroup (Reclaim) Limited

Air Street Site
Air Street
Bankside
Hull
East Yorkshire
HU5 1RR

Variation application number

EPR/HP3398EQ/V007

Permit number

EPR/HP3398EQ

Notice of variation and consolidation with introductory note

The Environmental Permitting (England & Wales) Regulations 2016

Regroup (Reclaim) Limited

Ann Watson Street Site
Ann Watson Street
Stoneferry
Hull
HU7 0BH

Variation application number

EPR/FP3630MZ/V003

Consolidated permit number

EPR/FP3630MZ

Standard Terms and Conditions for the Provision of Services

RE:Group (RE:Claim) Limited

The Customer's particular attention is drawn to the provisions of Conditions, 10.2 and 12.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Condition apply in these Conditions.

Ancillary Goods: the goods which the Company is to provide to the Customer pursuant to the Contract and in accordance with these Conditions;

Applicable Laws: all regulations, laws, statutes, directives and codes of practice or other requirements of regulatory authorities, as amended from time to time, relating to the provision of the Services;

Company: RE:Group (RE:Claim) Limited (Company Number 03206019) whose registered office address is Clipper House, Air Street, Hull, HU5 1RR;

Conditions: these terms and conditions as amended from time to time in accordance with condition 2.3;

Connection Point: the point on a Customer's site or Vessel where the Materials/Toll recovered Materials are received/delivered from/to the Customer, including but not limited to, in the case of Materials received/delivered in bulk by road vehicle, where the Materials pass to/from the Company's tank vehicle's permanent or temporary discharging hose or coupling, or barrel and other package deliveries, where the Materials are loaded onto/removed from the Company's vehicle;

Contract: any contract between the Company and the Customer for the provision of Services, comprising of the Company's quotation, the Customer's order (if approved by the Company) and these Conditions;

Customer: the person, firm or company who procures or obtains the Services from the Company including where Services are performed in relation to a Vessel, and where appropriate, the owner or demise charterer of the Vessel;

Materials: materials and/or substances (including any of them or any part of them) on which the Company is to perform the Services and which the Company may sell to the Customer or market onwards;

Services: any services agreed in the Contract to be provided to the Customer by the Company;

Site: the Company's licensed transfer and treatment facilities at Ann Watson Street, Stoneferry, Hull HU7 0BH, Air Street, Hull, HU5 1RR or other sites that it may operate from time to time;

Toll Recovered Materials: the materials recovered from reprocessing of feedstock supplied by the Customer to meet an agreed specification;

Vessel: any vessel owned, managed or chartered by the Customer or in relation to which the Customer procures the Services; and

Waste Specification Form: a questionnaire/form/consignment note or any other form that may be completed by the Customer from time to time listing the constituent elements (and proportionate amount of such constituent elements) of the Materials being collected and acquired by the Company or in respect of which the Company is to provide the Services.

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to **writing** or **written** includes email.
- 1.6 Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under Condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

- 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all Services the Company shall provide and any variation to these Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by the Managing Director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase the Services subject to these Conditions.
- 2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company provides the Services to the Customer.
- 2.6 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given on the basis that it is an indication only and that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Customer. Any quotation or estimate given is non-binding and shall remain open for acceptance by the Customer for a period of 30 days only from its date.
- 2.8 Any quotation or estimate made by the Company is subject to these Conditions.
- 2.9 These Conditions apply equally to all Customers whether or not the Company is providing the Services to the Customer via an agent.
- 2.10 The Customer will ensure that it complies with all relevant Applicable Laws prior to arrival at the Site.
- 2.11 The Customer will properly describe the Materials on the Waste Specification Form or any other document as may be relevant from time to time when booking loads in at the Site. If the description of the Materials given by the Customer becomes inaccurate or changes the Customer must immediately notify the Company of the new description.

3. DESCRIPTION AND WASTE SPECIFICATION FORM

- 3.1 The description of the Services shall be as set out in the Company's quotation or acknowledgement of order. A description of the Materials will be set out in the Waste Specification Form unless otherwise agreed by the Company.
- 3.2 All demonstrations, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract.
- 3.3 If the Customer discovers any material changes in the composition of the Materials it shall immediately notify the Company of such a change in writing providing the new details. In such circumstances, the Company reserves the right to stop work on the Materials until a new completed Waste Specification Form is provided to it.
- 3.4 Unless the Company agrees otherwise in writing the Customer shall not deposit or permit to be deposited for collection any Materials which are not described in the Waste Specification Form.
- 3.5 If the Company receives any notice under Condition 3.3 or becomes aware that the Materials no longer conform with the details set out in the Waste Specification Form it may:
- (a) without prejudice to the Customer's obligation to pay for the Services suspend performance of the Services until such a time as the Materials conform with the Waste Specification Form;
 - (b) adjust the type of Services to be provided as well as the price of the Services to take account of the variation between the actual constituents of the Materials and those shown on the Waste Specification Form before recommencing the Services; and/or
 - (c) return the Materials to the Customer at the Customer's expense without liability to the Company.

4. PROVISION OF SERVICES

- 4.1 Any dates specified by the Company for the provision of the Services are intended to be an estimate and time for the provision of the Services shall not be made of the

essence by notice. If no dates are so specified, the Services shall be provided within a reasonable time.

- 4.2 The Customer can only cancel an order (or any part of an order) which the Company has already accepted, with the Company's prior agreement in writing and provided that the Customer indemnifies the Company in full in terms established by the Company. The Company is not bound to agree to any such cancellation and may complete such order or perform the Services contained in the order even if the Customer purports to cancel it.
- 4.3 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable immediately:
- (a) when the Company issues a written notice to the Customer confirming such completion; or
 - (b) if the Company is available to perform the Services but is prevented from doing so by reason of:
 - (i) the lack of relevant assistance from the Customer; and/or
 - (ii) the condition of the Customer's premises on the site, at the Connection Point and/or the facilities at which the Services are to be provided at the time agreed for the provision of the Services.
- 4.4 The Company reserves the right to refuse entry to the Site to any of the Customer's vehicles or, if entry has already been obtained, to expel any such vehicles from the Site.
- 4.5 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the provision of Services (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 3 months.
- 4.6 Any Materials collected as part of the provision of Services shall remain at the risk of the Customer, until a full analysis of the Materials has been carried out by the Company and it is confirmed by the Company that the Materials conform with the details set out

in the Waste Specification Form and for the avoidance of doubt:

- (a) the opening of any waste containers on arrival at the Site, or any other location, or authorisation to discharge a tanker shall not be regarded as a full analysis;
 - (b) without prejudice to any entitlement to any additional cost of treatment or decontamination if notice of rejection is not received by the Customer within 5 days of receipt then the Company shall be considered to have accepted the Materials.
- 4.7 The Customer will ensure that all vehicles used for moving Materials to the Site and for the discharge of the Materials at the Site are clean and suitable in all respects for such purposes and any loads or equipment on such vehicles will be properly secured.
- 4.8 The Customer shall notify the Company on or before the date of the Contract or if later immediately on the occurrence of any special site conditions and safe working procedures in any way affecting the performance of the Company's obligation under the Contract.
- 4.9 If the Company'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):
 - (a) without limiting or affecting any other right or remedy available to it, the Company shall 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 in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
 - (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this condition 4.9; and
- 4.10 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

5. ANCILLARY GOODS

- 5.1 The Company may from time to time sell Ancillary Goods to the Customer as part of the Services. These Ancillary Goods do not form a key part of the Contract between the Company and the Customer.
- 5.2 The Company shall use reasonable endeavours to transfer or assign to the Customer or otherwise obtain for the benefit of the Customer any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Ancillary Goods in respect of the Ancillary Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to the Customer.
- 5.3 The Customer accepts that the Company has no further liability or obligation in respect of the Ancillary Goods other than is set out in Condition 5.2.
- 5.4 The warranties set out in this Condition 5 are the only warranties that shall be given by the Company in respect of the Ancillary Goods and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Further, in the event of any problems or defects in relation to the Ancillary Goods the Customer shall seek remedy directly from the manufacturer of the Ancillary Goods.

6. CONTRACT PRICE

- 6.1 Unless otherwise agreed by the Company in writing, the price for the Services shall be the price set out in the Company's price list published on the date of completion or deemed completion of performance of the Services.
- 6.2 Unless otherwise agreed in writing the price for the Services shall be exclusive of any value added tax or other similar taxes or levies including excise duties or insurance or bank and currency conversion charges and all costs or charges in relation to loading, unloading and carriage, all of which amounts the Customer shall pay in addition when it is due to pay for the Services.
- 6.3 Unless otherwise agreed the Customer will pay to the Company the delay fee, as set out in the Company's price list on the date of completion or deemed completion of performance of the Services, where a Company representative is at the Connection Point at the appointed time and has been kept waiting there for more than one (1) hour, such payment to accrue after the first hour.

6.4 The Customer shall reimburse the Company in full any purchase cost for oily containers and other equipment damaged or lost whilst loaned/hired to the Customer.

7. PAYMENT

7.1 If the Customer does not have an Approved Credit Account, payment must be paid in pounds sterling on or before delivery (unless otherwise agreed).

7.2 If the Customer has an Approved Credit Account, payment must be made in accordance with the payment terms notified to the Customer when the Company confirms that an Approved Credit Account has been opened unless otherwise agreed. If payment is not made on the due date or if the Company in its sole discretion decides at any time for any reason, the Company may reduce the said credit limit or stop all credit. If the Company offers credit in respect of any particular transaction, this does not create an obligation on the Company to offer credit in the future.

7.3 All sums due to the Company shall be immediately due and payable on demand despite any other provision of these Conditions.

7.4 Time for payment shall be of the essence.

7.5 No payment shall be deemed to have been received until the Company has received cleared funds.

7.6 All payments due to the Company under the Contract shall become due immediately on its termination despite any other provision.

7.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

7.8 If the Customer fails to pay the Company any sum due pursuant to the Contract on the due date for payment, the Company shall be entitled to:

- (a) charge the Customer interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;

- (b) charge the Customer the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and
 - (c) cancel the Contract or suspend any further delivery of Products to the Customer.
- 7.9 The Company reserves the right to charge a reasonable fee in the event that an instrument of payment is not met by the clearing bank.

8. WARRANTY OF QUALITY OF SERVICE

8.1 If the Customer establishes to the Company's reasonable satisfaction that the Services have not been performed with reasonable care and skill, then the Company shall at its option, at its sole discretion and within a reasonable time;

- (a) re-perform such Services; or
- (b) issue a credit note to the Customer in respect of the whole or part of the Contract price of such Services as appropriate having taken back such materials relating to such Services

subject, in every case, to the remaining provisions of this Condition 8 provided that the liability of the Company under this Condition 8 shall in no event exceed the purchase price of such Services and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.

8.2 Condition 8.1 shall not apply unless the Customer:

- (a) notifies the Company in writing of the alleged defect within 7 days of the time when the Customer discovers or ought to have discovered the defect and in any event within 3 months of performance of Services to the Customer or such other periods as agreed by the Company in writing; and
- (b) affords the Company a reasonable opportunity to inspect the Connection Point or any other relevant area at which the Services have been performed if so requested by the Company and where it is reasonable to do so, promptly returns to the Company or such other person nominated by the Company a sample of the materials relating to the Services within 14 days, carriage paid by the Customer, for inspection, examination and testing and/or otherwise

permit the Company to have access to such materials at the Customer's premises or other location where they may be or the Services were performed for such purposes.

8.3 If the Company elects to re-perform the Services pursuant to Condition 8.1, the Company shall re-perform the Services for the Customer at the Company's own expense at the address at which the Services were performed and the Customer shall make any arrangements as may be necessary to deliver up to the Company the materials relating to the previously performed Services.

8.4 The Company shall be under no liability under warranty at Condition 8.1 above:

- (a) in respect of any defect arising from negligence, abnormal working conditions, or failure to follow the Company's instructions (whether oral or in writing);
- (b) if the total price for the Services has not been paid by the due date for payment;
- (c) for any Services provided in accordance with specifications, instructions or recommendation issued by the Customer;
- (d) in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing.
- (e) where a defect arises because the Customer has failed to follow the Company's oral or written instructions as to storage of any Materials or Toll Recovered Materials.

8.5 The warranties set out in this document are the only warranties which shall be given by the Company and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9. CUSTOMER WARRANTIES AND OBLIGATIONS

9.1 The Customer warrants that all persons including those for whom the Company is vicariously liable entering upon the Connection Point shall be safe for the purpose of their visit and specifically (but without limitation) shall implement a safe system of work for inspection, collection and delivery of Materials and Toll Recovered Materials.

9.2 The Customer will:

- (a) grant the Company and its employees and agents such access to its site and the Connection Point as may be required by the Company without notice for the purpose of inspecting the Materials/or taking samples, delivery or collection of the Material or delivering Toll Recovered Materials and shall provide a suitable and safe vehicular access;
- (b) make available at the Connection Point such facilities as the Company shall reasonably require in order to discharge its obligations under the Contact including labour and equipment for on or off loading and;
- (c) take all reasonable precautions to protect the health and safety of the Company's employees, agents and sub contractors whilst at the Connection Point and in particular to comply with the Health and Safety at Work Act 1974;
- (d) comply with any recordkeeping obligations imposed by any Applicable Laws and shall deliver to the Company an accurate copy of each record and ensure that each movement of Materials is accompanied by the correct consignment forms;
- (e) provide the Company with adequate health and safety information relevant to any substance hazardous to health which may be present in the Materials being collected by the Company from the Customer to assist the Company in meeting its duties and obligations under the Control of Substances Hazardous to Health Regulations 2002 and subsequent relevant regulations and legislation;
- (f) procure all necessary consents and licences and provide full access rights required by the Company to allow it to perform the Services.

9.3 The Customer warrants that it shall procure at the Connection Point all reasonable assistance as may be requested from time to time, safe access to the premises and the provision of adequate power, lighting, heating, hard standing and other such facilities and supplies for the Company's employees or agents in accordance with the demands of any applicable legislation and as the Company shall reasonably require.

9.4 The Customer warrants that area where the Services are to be provided is suitable for the provision of the Services and allows adequate access to the Vessel or Material storage facility and sufficient surface weight bearing quality to enable the Services to be performed in safety and without damage to the Customer's property.

- 9.5 The Customer warrants that where the Materials are to be collected from a Vessel that the Vessel is suitable to discharge the Materials described and that there is full and unhindered access.
- 9.6 The Customer further warrants to the Company that:
- (a) the Waste Specification Form and details of the process outlined within it are complete and accurate in all respects and that the Customer will update the Waste Specification Form and the process details regardless of any analysis of the Materials carried out by the Company;
 - (b) the constituents of the Materials are compatible and stable and will not give rise to any hazard upon mixing. If the Customer has any doubts regarding the compatibility or stability of the Materials it must notify the Company immediately.

10. LIMITATION OF LIABILITY

- 10.1 Nothing in these Conditions excludes or limits the liability of the Company for any matter which would be illegal for the Company to exclude or attempt to exclude its liability including for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.
- 10.2 Subject to condition 10.1, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; or
 - (g) any indirect or consequential loss.

10.3 Subject to condition 10.1, the Company's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall in no circumstances exceed 85% of the maximum limit of the Company's insurance or, if the claim is not covered by the Company's insurance or no payment is received by the Company from its insurers, to £50,000.

11. ASSIGNMENT

11.1 The Company may assign the Contract or any part of it to any person, firm or company.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12. INDEMNITY

12.1 The Customer acknowledges that the Company places particular reliance upon these Conditions and in addition to any remedy available to the Company, the Customer irrevocably and unconditionally agrees to indemnify the Company in full and on demand and keep the Company so indemnified from and against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including legal and other professional advisor's fees) and all economic loss whether direct or indirect (including loss of profit, future revenue, reputation or goodwill and anticipated savings) which are made or brought against or incurred or suffered by the Company, its officers, employees, representatives, agents or sub contractors directly or indirectly whether wholly or in part resulting from the matters listed below, whether or not such losses or consequences listed below were foreseeable:

- (a) any act or omission of the Customer or any of the Customer's agents, employees, contractors or invitees in connection with the provision of the Services;
- (b) any breach by the Customer of its obligations under these Conditions or the Contract;
- (c) any damage caused to the Company's property as a result of the performance of the Services.

13. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delays in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

14. BREACH OF CONTRACT OR INSOLVENCY

14.1 Without limiting its other rights or remedies, the Company shall have the right at any time and for any reason to immediately terminate the Contract in whole or in part by giving the Customer written notice, whereupon all work on the Contract shall be discontinued without liability to the Company, if:

- (a) the Customer commits a material breach of any of the terms and conditions of the Contract; or
- (b) any distress, execution or other process is levied upon any of the assets of the Customer; or
- (c) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- (d) the Customer ceases or threatens to cease to carry on its business; or
- (e) the financial position of the Customer deteriorates to such an extent that in the opinion of the Company the capability of the Customer to adequately fulfil

its payment obligations under the Contract has been placed in jeopardy.

- 14.2 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The Customer shall immediately pay to the Company all outstanding unpaid invoices in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Company immediately on receipt. The Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

15. GENERAL

- 15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.6 In the event that the Customer sells a Vessel on which Services are to be performed the Customer shall as soon as practicable assign in full the benefit and burden of this Contract to any new owner who shall be bound by the terms of this Contract in full. The Customer shall provide written notice to the Company of this assignment.
- 15.7 The Company will comply with the Data Protection Act 2018 and will use and process the Customer's employee's personal details in accordance with the Company's privacy

policy, a copy of which is available from the Company's website and/or on request.

15.8 This Contract constitutes the entire understanding between the parties with respect to the subject matter of this Contract and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

15.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

16. COMMUNICATIONS

16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by email:

(a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

(b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

16.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) if delivered by hand, on the day of delivery; or

(c) if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

16.3 Communications addressed to the Company shall be marked for the attention of the Managing Director.

16.4 This condition 16 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

TERMS AND CONDITIONS OF SALE - BULK FUEL

The Customer's attention is in particular drawn to the provisions of condition 11. The Customer should only enter into a contract with the Company if the Customer wishes to be bound by the Conditions set out below.

1. Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings:

Approved Credit Account: means a credit account agreed in writing between the Customer and the Company;

Company: Regroup (Refuel) Limited (Company Number: 06635009) whose registered office address is Clipper House, Air Street, Hull, HU5 1RR

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with condition 18.3;

Contract: means the contract between the Customer and the Company for the sale and purchase of the Products, which is subject to these Conditions;

Customer: the person, firm or company who procures or obtains the Products from the Company;

Products: means any products agreed in the Contract to be supplied to the Customer by the Company, such as, but not limited to, petroleum products, fuel oils, lubricants and kerosene;

Specification: means any specification for the Products issued by the Company;

Working Day: means any day other than a Saturday, Sunday or a public holiday in the United Kingdom.

1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** includes emails.

2. APPLICATION OF TERMS

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings.

2.2 No promises or claims, regardless of who makes them or whether confirmed in writing, will form part of the Contract unless expressly agreed in writing and signed by the Company's authorised representatives. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation (false statements which the Company makes knowingly or recklessly).

2.3 Any order the Customer places will be regarded as a contractual offer by the Customer to purchase the Products subject to these Conditions.

2.4 The Customer must ensure that any order it places and any applicable specification(s) are complete and accurate and that the Customer indicates accurately the place of delivery when placing its order. The Customer must ensure that the Specification issued by the Company as to the grade of Products ordered meet its requirements.

2.5 No order placed by the Customer shall be accepted by the Company until the Company acknowledges the Customer's order and indicates that it has been accepted (either orally or in writing) or, if earlier, the Company delivers the Products to the Customer. All orders are accepted subject to availability of the Products.

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.7 Any quotation is valid for a period of 24 hours or as specified in the quotation only provided that the Company has not previously withdrawn or revised it.

3. DESCRIPTION

3.1 The quantity and description of the Products shall be as specified by the Customer when the Customer places its order and as confirmed in the Company's confirmation and/or delivery note.

3.2 The Products are as described in the Company's Specification. The Company reserves the right to amend the Specification of the Products if required by any applicable statutory or regulatory requirements.

3.3 All samples, drawings, descriptive matter advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving the Customer an approximate idea of the Products described in them. All such samples as listed above shall not form part of the Contract and this is not a sale by sample.

4. CANCELLATION BY THE CUSTOMER

The Customer may not cancel or vary an order unless this is agreed in advance by the Company's authorised representative and provided the Customer indemnifies the Company in full and on demand against any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by the Company arising out of or in connection with any such cancellation or variation. The Company shall be entitled to make a delivery charge in respect of any costs of aborted delivery.

5. DELIVERY OF PRODUCTS

5.1 Delivery of the Products shall take place into the Customer's tank at the address the Customer specifies at the time the Customer places its order, unless the Company agrees otherwise with the Customer in writing.

5.2 The Customer shall take delivery of the Products at any time when its premises are open for business and at any time outside such opening hours if the parties have both agreed in writing that delivery may be outside such opening hours.

5.3 Any dates specified by the Company for delivery of the Products are intended to be an estimate and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be within a reasonable time.

5.4 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

- 5.5 If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences, authorisations or access:
- 5.5.1 risk in the Products shall pass to the Customer (including for loss or damage caused by the Company's negligence);
 - 5.5.2 the Products shall be deemed to have been delivered; and
 - 5.5.3 the Company may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.6 The Company does not accept responsibility for the dipping, checking or testing of the Customer's tanks.
- 5.7 The Company's measurements of quantity shown by any measuring device employed by the Company (such as sealed meter unit, bill of lading or weighbridge) shall be conclusive evidence of the amount delivered in the absence of manifest error. The Customer may be present at the taking of such measurements. The Company does not accept any responsibility whatsoever for discrepancies between the Company's measuring device and the Customer's tank dip rod or other measuring devices. If the Customer or the Customer's representative, whether or not for the purpose of verifying the Company's measurement or quantity for that delivery, mount any vehicle used on that delivery, the Customer or its representative does so at his own risk and the Company accepts no responsibility whatsoever.
- 5.8 The Company may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. No cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 5.9 Practical logistics and the nature of the Products may mean that the Company cannot always deliver exact quantities and therefore if the Company delivers up to 10% more or less than the quantity ordered, the Customer may not object to or reject the Products as a result of the surplus or shortfall and shall pay for such Products at the pro rata contract rate (whether that be an increase or decrease) in accordance with condition 8.6.

- 5.10 The Company shall not be bound to deliver the Products if:
- 5.10.1 the Customer's premises or access ways are, in the Company's opinion, unsafe or unsuitable for the Company's delivery vehicle or the Company's employees or agents; or
 - 5.10.2 the only access to the tank is through the Customer's premises (this is because there is a risk of damage caused by oil spillage in such a situation); or
 - 5.10.3 if the Company reasonably believe that the Customer has not complied with any of its responsibilities as set out in condition 6.
- 5.11 If the Company cannot deliver the Products for any reason set out in condition 5.10 the Company will refund any price the Customer has paid for the Products but may make a delivery charge.
- 5.12 Where delivery takes place at the Company's premises the Customer shall comply with any environmental and health and safety regulations for the time being in force. In particular the Customer shall not allow any smoking or naked lights in the vicinity of such delivery.

6. THE CUSTOMER'S RESPONSIBILITIES

- 6.1 The Customer must:
- 6.1.1 accurately indicate the place of delivery and clearly notify any special delivery instructions or hazards when placing its order;
 - 6.1.2 provide reasonable and safe access for the Company's or the Company's agent's vehicles, employees and agents;
 - 6.1.3 ensure that if, to effect delivery, the Company's vehicle is required to leave the public highway, the surface of any drive, access road or similar (and any man-lids or ducts) is capable of accepting heavy goods vehicles;
 - 6.1.4 ensure that its oil storage tank and associated equipment, pipe work, devices and any working tank contents gauge fitted are sound, operational, safe, in good working order, suitable for the grade of fuel ordered, properly vented, comply with applicable laws and will accommodate the full quantity of Products ordered;

- 6.1.5 provide clear guidance as to which tank is to be filled in the case of a site with more than one tank;
 - 6.1.6 provide at the delivery point and at its own expense relevant, adequate, safe and appropriate assistance, equipment, facilities, supplies and access for the Company's employees or agents in accordance with the demands of applicable legislation, as the Company shall reasonably require and as required to allow the Company's employees or agents to operate safely;
 - 6.1.7 ensure that where electric or other forms of controlled gates are present at its property, they do not close on the Company's delivery vehicle or its equipment;
 - 6.1.8 not allow any smoking or naked lights, nor permit any stoves, electric or gas fires or radiators to function in the vicinity of the delivery area or in proximity to a tank or inlet pipe into which the Products are being delivered or a vent pipe connected to such tank.
- 6.2 It is the Customer's responsibility to provide sufficient and suitable catchment or secondary containment to provide protection from contamination caused by Offset Fill.
- 6.3 The Customer will fully indemnify the Company on demand for any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by the Company arising out of or in connection with any breach by the Customer of any of the provisions of this condition 6, including, but not limited to loss of profits, depletion of goodwill, legal and other professional fees and expenses, the costs and expenses of investigating and defending any such claims and any costs incurred by the Company in remediating any spillages or contamination caused by the Company.
- 6.4 For the avoidance of doubt, if the Company delivers the Products into an incorrect tank, the Company has the right during reasonable hours to enter any premises (with or without vehicles) where the Products are or may be stored in order to recover them. If the Company delivers the Products into an incorrect tank either as a result of the Customer failing to clearly identify the correct tank, or otherwise by reason of the Customer's fault the Company may levy a charge for the costs of recovering the Products, which will include costs of the pumping out procedure.

7. RISK/TITLE

- 7.1 The Products are at the Customer's risk from the time of delivery. In the case of Products delivered in bulk by road vehicle, delivery shall be deemed to take place and risk will pass to the Customer when the Products pass from the Company's tank vehicle's permanent or temporary discharging hose or coupling.
- 7.2 In the case of barrel or other package deliveries the risk shall pass to the Customer at the time of off-loading when the Products are removed from the Company's vehicle.
- 7.3 Full legal, beneficial and equitable title to and property in the Products will not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to the Company in respect of:
- 7.3.1 the Products; and
 - 7.3.2 all other sums which are or which become due to the Company from the Customer on any account or under any Contract.
- 7.4 Until full legal, beneficial and equitable title to and property in the Products has passed to the Customer, the Customer shall:
- 7.4.1 hold the Products on a fiduciary basis as the Company's bailee and deliver the same up to the Company on demand;
 - 7.4.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 7.4.3 maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the Company's reasonable satisfaction. On request the Customer shall produce the policy of insurance to the Company; and
 - 7.4.4 notify the Company immediately if it becomes subject to any of the events listed in conditions 7.6.2, 7.6.3 and 7.6.4.
- 7.5 The Customer may resell the Products before ownership has passed to the Customer solely on the following conditions:
- 7.5.1 any sale shall be effected in the ordinary course of the Customer's

business at full market value; and

- 7.5.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 7.6 The Customer's right to possession of the Products shall terminate immediately if:
 - 7.6.1 any sum due to the Company from the Customer under any account or Contract is not paid when due;
 - 7.6.2 the Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed to its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Court or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - 7.6.3 the Customer suffers or allows any execution, whether legal or equitable, to be levied on the Customer's property or obtained against the Customer, or fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or it ceases to trade; or
 - 7.6.4 the Customer encumbers or in any way charges any of the Products.
- 7.7 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.

- 7.8 The Customer grants the Company and the Company's agents and employees an irrevocable licence during reasonable hours to enter any premises (with or without vehicles) where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to repossess and recover them (or in the event of such Product being indistinguishable to take possession of, a product of a like quality and quantity) and dispose of the Products so as to discharge any sums owed to the Company by the Customer under this or any contract.
- 7.9 Where the Company is unable to determine whether any Products are products in respect of which the Customer's right to possession has terminated under condition 7.6, the Customer shall be deemed to have sold such products in the order in which they were invoiced to the Customer.
- 7.10 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 7 shall remain in effect.

8. PRICE

- 8.1 Unless the Company agrees otherwise with the Customer in writing, the price for the Products shall be the price notified to the Customer on request, subject to conditions 2.7, 8.2 and 8.7.
- 8.2 The Company may vary the price at any time before delivery.
- 8.3 The Company may charge the Customer for the costs of the pumping out procedure if the Company has to recover the Products by reason of the Customer cancelling the Contract after delivery or in accordance with condition 6.4 and such costs will be at the hourly rate notified to the Customer on request.
- 8.4 The Customer must pay the costs of any aborted delivery costs where the Company has been unable to deliver the Products because the Customer has not complied with its obligations as set out in condition 6 and must pay for any reasonable costs incurred as a result of delayed delivery where such delay was caused by the Customer. Such costs will be as notified to the Customer on request.
- 8.5 The Customer will pay any amounts due under conditions 8.3 and 8.4 when the Customer is due to pay for the Products in accordance with condition 9 or at the latest within 7 days of invoice unless otherwise agreed in writing.
- 8.6 The price of any bulk Products may vary depending on the quantity the Customer

orders. If the Company is unable to deliver the full quantity of Products ordered by the Customer (either because the Customer's tank is unable to accommodate the full quantity of Products ordered, or because the Company agrees, at the Customer's request, to deliver a smaller quantity of Products than the quantity originally ordered by the Customer), the Company shall be entitled to decrease or increase the price of the Products to reflect the quantity actually supplied to the Customer.

8.7 The Company will invoice the effective rates of duty applicable at the time of delivery to the specific Product supplied.

9. PAYMENT

9.1 If the Customer does not have an Approved Credit Account, payment must be paid in pounds sterling on or before delivery (unless otherwise agreed).

9.2 If the Customer has an Approved Credit Account, payment must be made in accordance with the payment terms notified to the Customer when the Company confirms that an Approved Credit Account has been opened unless otherwise agreed. If payment is not made on the due date or if the Company in its sole discretion decides at any time for any reason, the Company may reduce the said credit limit or stop all credit. If the Company offers credit in respect of any particular transaction, this does not create an obligation on the Company to offer credit in the future.

9.3 All sums due to the Company shall be immediately due and payable on demand despite any other provision of these Conditions.

9.4 Time for payment shall be of the essence.

9.5 No payment shall be deemed to have been received until the Company has received cleared funds.

9.6 All payments due to the Company under the Contract shall become due immediately on its termination despite any other provision.

9.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

9.8 If the Customer fails to pay the Company any sum due pursuant to the Contract on

the due date for payment, the Company shall be entitled to:

- 9.8.1 charge the Customer interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
 - 9.8.2 charge the Customer the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and
 - 9.8.3 cancel the Contract or suspend any further delivery of Products to the Customer.
- 9.9 The Company reserves the right to charge a reasonable fee in the event that an instrument of payment is not met by the clearing bank.

10. QUALITY

- 10.1 Where the Company is not the manufacturer of the Products, the Company will, if possible, transfer to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer.
- 10.2 The Company warrants that (subject to the other provisions of these Conditions) upon delivery the Products shall:
- 10.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - 10.2.2 conform in all material respects with the Specification; and
 - 10.2.3 be reasonably fit for the normal purpose of the particular Product ordered.
- 10.3 The Company shall not be liable for a breach of any of the warranties in condition 10.2 unless:
- 10.3.1 the Customer gives written notice of the defect to the Company within 7 days of the time when the Customer discovers or ought to have discovered the defect; and
 - 10.3.2 the Company is given a reasonable opportunity after receiving such notice of examining such Products and the Customer allows the Company to test,

examine and inspect all samples of the Product as are reasonably required by the Company, including samples from any relevant storage tank or vehicle in which the defective Product was used. The Customer shall permit the Company access to the Products or the Customer's premises as necessary for the purposes of this condition. If the results of such testing, inspection and examination indicates that the Company is not in breach of condition 10.2 then the Company shall be entitled to charge the Customer for the costs of such recovery, testing, inspection and examination.

- 10.4 The Company shall also not be liable for a breach of any of the warranties in condition 10.2 if:
- 10.4.1 the Customer makes any further use of such Products after giving such notice; or
 - 10.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or good trade practice; or
 - 10.4.3 the defect arises due to storage conditions; or
 - 10.4.4 the Products have not been used by the Customer within a period of 3 months from the date of delivery; or
 - 10.4.5 the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.5 Subject to condition 10.3 and condition 10.4, if any of the Products do not conform with any of the warranties in condition 10.2 the Company shall, at the Company's option, replace such Products or refund the price of such Products at the pro rata Contract rate.
- 10.6 If the Company complies with condition 10.5 the Company shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Products.
- 10.7 The terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions excludes or limits the Company's liability:

11.1.1 for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or sub-contractors (as applicable); or

11.1.2 for any matter which it would be illegal for the Company to exclude or attempt to exclude the Company's liability; or

11.1.3 for fraud or fraudulent misrepresentation; or

11.1.4 breach of the terms implied by Section 12 of the Sale of Goods Act 1979.

11.2 Subject to condition 11.1:

11.2.1 the Company shall under no circumstances whatsoever 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

11.2.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 85% of the maximum limit of the Company's insurance or, if the claim is not covered by the Company's insurance or no payment is received by the Company from such insurers, to £50,000

12. DATA PROTECTION

The Company will comply with the Data Protection Act 2018 and will use and process the Customer's employee's personal details in accordance with the Company's privacy policy, a copy of which is available from the Company's website and/or on request.

13. RESTRICTED PRODUCT USE

In the case of Kerosene, Gas Oil, Boiler Fuel and Fuel Oils, the Customer undertakes that these oils will not be used or sold for use as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of the Hydrocarbon Oil Duties Act 1979 or of any statutory modification or re-enactment thereof for the

time being in force.

14. ASSIGNMENT

- 14.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 14.2 The Customer shall not be entitled to assign the Contract or any part of it without the Company's prior written consent.

15. EVENTS BEYOND THE COMPANY'S REASONABLE CONTROL

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from an event or circumstances beyond a party's reasonable control. If the period of delay or non-performance continues for 180 days, the party not affected may terminate this Contract by giving 7 days written notice to the affected party.

16. BREACH OF CONTRACT/TERMINATION

- 16.1 Without limiting its other rights or remedies, the Company shall have the right at any time and for any reason to immediately bring the whole or part of the Contract to an end by giving the Customer written notice, without liability to the Customer, if:
- 16.1.1 the Customer commits a serious breach of any of these Conditions; or
- 16.1.2 any distress, execution or other process is levied upon any of the Customer's assets; or
- 16.1.3 the Customer has a bankruptcy order made against it or make an arrangement or composition with the Customer's creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver or manager, administrator or administrative receiver appointed of the Customer's undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or the Customer's directors or by a qualifying floating charge holder (as defined in

paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

- 16.1.4 the Customer ceases or threatens to cease to carry on its business; or
 - 16.1.5 the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its payment obligations under the Contract has been placed in jeopardy.
- 16.2 Without limiting its other rights or remedies, the Company may suspend provision of the Products under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in condition 16.1.1 to condition 16.1.5 or the Company 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.
- 16.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 16.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
- 16.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 16.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

17. COMMUNICATIONS

- 17.1 All communications between the Customer and the Company about the Contract shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by electronic mail:
 - 17.1.1 (in case of communications to the Company) to the Company's registered office or such changed address as the Company notifies to the Customer

or in the case of electronic mail to the electronic mail address notified to the Customer by the Company from time to time;

17.1.2 (in the case of the communications to the Customer) to the Customer's registered office or such other address as shall be notified to the Company by the Customer or in the case of electronic mail to the electronic mail address notified to the Company by the Customer from time to time.

17.2 Communications shall be deemed to have been received:

17.2.1 if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

17.2.2 if delivered by hand, on the day of delivery; or

17.2.3 if sent by electronic mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

17.3 Communications addressed to the Company shall be marked for the attention of a serving director of the Company.

17.4 The provisions of condition 17 shall not apply to the Service of any proceedings or other document in any legal action.

18. GENERAL

18.1 If any provision of the Contract is found by any court or other body to be unenforceable this will not affect the validity of the remaining provisions of this Contract. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be regarded as a waiver of any of the Company's rights under the Contract.

18.2 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.

18.3 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.4 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and both parties submit to the exclusive

WEBSITE TERMS OF USE

By using our website you accept these terms

By using our website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our website. We recommend that you print a copy of these terms for future reference.

Our website is directed to people residing in the United Kingdom. We do not represent that content available on or through our website is appropriate for use or available in other locations.

Changes to our website

We may update and change our website from time to time to reflect changes to our business.

We may suspend or withdraw our website

Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give users reasonable notice of any suspension or withdrawal.

Users are also responsible for ensuring that all persons who access our website through their internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

How users may use material on our website

We are the owner or the licensee of all intellectual property rights on our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Users may print off one copy, and may download extracts, of any page(s) from our website for personal use and may draw the attention of others within your organisation to content posted on our website.

Users must not modify the paper or digital copies of any materials printed off or downloaded in any way, and must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

Users must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this website

The content on our website is provided for general information only. It is not intended to amount to advice on which users should rely. Users must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

Downloads & media files

Any downloadable documents, files or media made available on this website are provided to users at their own risk. While all precautions have been taken to ensure only genuine downloads are available users are advised to verify their authenticity using third party anti virus software or similar applications. We accept no responsibility for third party downloads and downloads provided by external third party websites and advise users to verify their authenticity using third party anti virus software or similar applications.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or business user we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our website; or
 - use of, or reliance on, any content displayed on our website.

- In particular, we will not be liable for:
 - loss of profit, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user please note that we only provide our website for domestic and private use. You agree not to use our website for commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are not responsible for viruses and users must not introduce them

We do not guarantee that our website will be secure or free from bugs or viruses. Users are responsible for configuring their own information technology, computer programmes and platform to access our website. Users should use their own virus protection software.

Users must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. Users must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. Users must not attack our website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

Contact & communication with us

Users contacting us through this website do so at their own discretion and provide any such personal details requested at their own risk. Your personal information is kept private and stored securely until it is no longer required.

Where we have clearly stated and made you aware of the fact, and where you have given your express permission, we may use your details to send you products/services information through a mailing list system. This is done in accordance with the regulations named in our Privacy Policy.

Newsletter

We use a 'double opt-in' sign up, so you will receive a confirmation email that you have chosen to sign up to our newsletter. You may unsubscribe at any time, an unsubscribe link will be available on every email we send out. We do not share your data, with anyone.

We operate an email mailing list program, used to inform subscribers about products, services and/or news we supply/publish. Users can subscribe through an online automated process where they have given their explicit permission. Subscriber personal details are collected, processed, managed and stored in accordance with the regulations named in our Privacy Policy. Subscribers can unsubscribe at any time through an automated online service, or if not available, other means as detailed in the footer of sent marketing messages (or unsubscribe from all Campaign Monitor lists). The type and content of marketing messages subscribers receive, and if it may contain third party content, is clearly outlined at the point of subscription. Email marketing messages may contain tracking beacons / tracked clickable links or similar server technologies in order to track subscriber activity within email marketing messages. Where used, such marketing messages may record a range of subscriber data relating to engagement, geographic, demographics and already stored subscriber data.

Our EMS (Campaign Monitor) provider is; [<https://www.campaignmonitor.com>] and you can [read their privacy policy here](#).

External website links & third parties

Although we only look to include quality, safe and relevant external links, users are advised to adopt a policy of caution before clicking any external web links mentioned throughout this website.

We cannot guarantee or verify the contents of any externally linked website despite our best efforts. Users should therefore note they click on external links at their own risk and we cannot be held liable for any damages or any consequences arising from visiting any external links mentioned.

Linking to our website

Users may link to our home page, provided they do so in a way that is fair and legal and does not damage our reputation or take advantage of it. Users must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Users must not establish a link to our website that is not owned by them. Our website must not be framed on any other site, nor may users create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

Social media policy & usage


We adopt a Social Media Policy to ensure our business and our staff conduct themselves accordingly online. While we may have official profiles on social media platforms, users are advised to verify authenticity of such profiles before engaging with, or sharing information with, such profiles. We will never ask for user passwords or personal details on social media platforms. Users are advised to conduct themselves appropriately when engaging with us on social media.

There may be instances where our website features social sharing buttons, which help share web content directly from web pages to the respective social media platforms. You use social sharing buttons at your own discretion and accept that doing so may publish content to your social media profile feed or page.

Which countries' laws apply to any disputes

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident in Scotland, you may bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

RE:Group (UK) Ltd		
Health and Safety Policy HASAWA (1974)	Policy No:	HS1
	Revision:	15
	Page:	1 of 12

HEALTH, SAFETY, ENVIRONMENTAL & QUALITY POLICY STATEMENT

RE: Group UK Limited offers quality blended oils and fuel supply with the collection, storage, treatment, recovery and disposal of oil and oil contaminated hazardous wastes and associated waste products.

The company will adhere to all required aspects of ISO 9001:2015 & ISO 14001:2015

Excellence and integrity in all aspects of our operations

RE: Group UK Ltd, as a responsible business organisation, recognises its obligations to consider all relevant safety, health, environmental and quality issues in its dealings with its employees, customers, suppliers and the general public. RE: Group UK Ltd will ensure continual improvement encompassing all facets of the organisation by committing to:

- Regularly reviewing business performance and continually improving through the setting, achieving and exceeding safety, health, environmental and quality objectives and targets (Key Performance Indicators – KPIs) which are linked to customer focus and are cascaded throughout RE: Group UK Ltd business strategy and our rolling improvement planning.
- Providing users of our products and services with the information, advice and support necessary to use them safely
- The prevention of pollution and protecting the environment. Preventing injury and cases of work-related ill health by the use of risk assessments and action planning
- Identifying, assessing and managing potential Health and Safety risks identified within our activities. Ideally, we will seek to reduce risks via substitution or engineering controls and only employ Personal Protective Equipment (PPE) when other solutions have been demonstrated to be impractical.
- Providing and maintaining safe and healthy working conditions for our employees and others who may be affected by RE: Group UK Ltd 's activities
- Providing and maintaining plant, equipment and machinery and ensuring safe storage and use of substances (COSHH)
- Providing clear information, training, instruction and resources to enable our employees to perform their work safely and efficiently.
- Ensuring all policies and business practices are communicated to all employees, and to others working on RE: Group UK Ltd 's behalf, through appropriate briefings and training
- Maintain a constant and continuing interest in health and safety matters applicable to the Company's activities, in particular by consulting and involving employees with support from external professionals where necessary

To meet this commitment the Managing Director accepts ultimate responsibility for the Company's Documented Management System (DMS) which meets, and where possible exceeds, the requirements of BS EN ISO 14001 2015(Environmental) and BS EN ISO 9001 2015(Quality). To ensure implementation of this policy the Managing Director has delegated daily management of the DMS to the Management Team in conjunction with the Compliance Team

This policy shall be reviewed when circumstances require it, such as following an accident, changes to legislation, standard requirements and/or changes to company processes

Managing Director
MR P WAINE

Signed



Date

19th June 2020

To Whom It May Concern

2nd September 2020

Dear Sir / Madam

Re : RE: Group (UK) Ltd, RE: Group (Refuel) Ltd & RE: Group (Reclaim) Ltd

Business Description: Marine & Industrial waste oil collection and reception including analysis, oil processing, effluent treatment, oil filter collection & processing, fuel bunkering and collection of other garage waste and treatment of waste oil, production and sale of heavy duty fuel and virgin oil for commercial and industrial use and cleaning of boilers.

We confirm that the above named client has liability cover in force through ourselves and this is detailed below: -

Primary Insurers

Insurers	Pen Underwriting (Underwritten by QBE Insurance)
Policy No	P/CCO/10132
Expiry Date	01 September 2021
Employers Liability	£10,000,000
Public Liability	£5,000,000 Any One Claim
Products Liability	£5,000,000 In the Aggregate
Pollution Liability	£5,000,000 In the Aggregate

Excess of Loss

Insurers	Pen Underwriting (Underwritten by CNA Insurance Company Limited)
Policy No	P/XOC/10628
Expiry Date	01 September 2021
Public & Products Liability	£5,000,000 over £5,000,000

Insurers Policy Terms, Exceptions & Conditions Apply.

All policies are subject to terms and conditions as specified in the policy wording and other associated documents.

We have placed the insurance which is the subject of this letter after consultation with the client and based upon the client's instructions only. Terms of coverage, including limits and excess are based upon the information provided to us by insurers.

This letter is issued as a matter of information only and confers no right upon a third party other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued to or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise any third party of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made in this letter (to the extent such waiver is legally permitted).

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

Yours sincerely

JRanderson

Jasmine Randerson

Commercial Account Handler

Certificate of Motor Insurance

Certificate Number: MV23Z0043974

1. Description of vehicle

Any motor vehicle the property of or on hire or loan or leased to the Policyholder

2. Name of the policyholder

Re: Group (UK) Ltd, Re: Group (Reclaim) Ltd & Re: Group (Refuel) Ltd

3. Effective date of the commencement of insurance for the purpose of the relevant law:

00:01 Hours 2nd September 2020

4. Date of expiry of insurance

1st September 2021

5. Persons or classes of person entitled to drive:

Provided that the person driving holds a licence to drive the vehicle or has held and is not disqualified for holding or obtaining such a licence

Any person who is driving on the order or with the permission of the Policyholder.

6. Limitations as to use:

Use for social domestic and pleasure purposes.
Use in connection with the Policyholder's business.

The Policy does not cover:-

1. Use while the vehicle is let on hire.
2. Use for the carriage of passengers for reward.
3. Use for racing pacemaking reliability trials competitions rallies or trials.
4. Use whilst drawing a greater number of trailers in all than is permitted by Law.
5. Use in connection with the motor trade

For Zurich Insurance plc
Authorised Insurers



Vibhu Sharma,
Chief Executive Officer of Zurich Insurance plc, UK Branch

We hereby certify that the policy to which this Certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney. **Note:** For full details of the insurance cover reference should be made to the Policy.

Advice to Third Parties: We hereby certify that the policy to which this Certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney.

The insurance evidenced by this Certificate of Motor Insurance extends to include the compulsory motor insurance requirements of

- a) any other member country of the European Union;
- b) Iceland, Norway and Switzerland.

La police à laquelle ce certificat d'assurance automobile est applicable, inclut également les exigences obligatoires en matière d'assurance automobile

- a) des autres pays membres de la Union Européenne;
- b) l'Islande, la Norvège et la Suisse.

Die Police, auf welche sich dieser Kraftfahrzeugversicherungsschein bezieht, deckt ebenfalls die Anforderungen der obligatorischen Kraftfahrzeugversicherung

- a) aller anderen Mitgliedsstaaten der Europäischen Union;

Instructions in the event of an accident

You should

1. take names and addresses of all witnesses;
2. report the accident to the office issuing this Certificate (see overleaf) or if this is not practicable, to the nearest office (see Telephone Directory) quoting the Certificate Number;

La polizza comprovata dal presente certificato di Assicurazione Automobilistica si estende ad includere l'assicurazione automobilistica obbligatoria:

- a) di qualsiasi altro paese membro della Unione Europea;
- b) dell'Islanda, della Norvegia et la Svizzera.

La póliza aplicable a este Certificado de Seguro de Automóvil se extiende para incluir los requerimientos de seguro de automóvil obligatorios en:

- a) Cualquier otro país miembro de la Union Europea;
- b) Islandia, Noruega y Suiza.

3. If your policy is comprehensive put us in touch with your garage; if your vehicle is in use tell us when and where you intend taking it for repair;

4. send all communications you receive relating to claims or proceedings against you, unanswered, to the office with which you normally deal quoting, if known, the claims reference.

IMPORTANT

The Law requires:

1. unless names and addresses, including those of the vehicle owner, together with the registration mark of the vehicle are exchanged at the time of the accident the driver must report it to the Police as soon as possible and in any case within 24 hours;
2. if anyone was injured and the Certificate of Insurance was not produced to the Police at the time of the accident, the driver must report the matter to the Police as soon as possible and in any case within 24 hours and produce the Certificate (or arrange to produce it within five days of the accident).

You should not

1. admit any liability;
2. negotiate or make any agreement with anyone regarding your responsibility for the accident;
3. make or offer any payment whatsoever to any Third Party, if in doubt – consult us;
4. repudiate a claim without our agreement; this may result in Court Action against you by the other party

ANTI-BRIBERY POLICY

RE:GROUP (UK) LTD, RE:GROUP (RE:CLAIM) Ltd, RE:GROUP (RE:FUEL) LTD

1. About this policy

- 1.1. It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.
- 1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

2. Who must comply with this policy?

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

3. What is bribery?

- 3.1. Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
- 3.2. Bribery includes offering, promising, giving, accepting or seeking a bribe.
- 3.3. All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager.
- 3.4. Specifically, you must not:
 - 3.4.1. give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
 - 3.4.2. accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;
 - 3.4.3. give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.
- 3.5. You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

4. Gifts and hospitality

- 4.1. This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

- 4.2. A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).
- 4.3. Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.
- 4.4. Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

5. Record-keeping

- 5.1. You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.
- 5.2. All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept “off-book” to facilitate or conceal improper payments.

6. How to raise a concern

If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager as soon as possible.

Anti-slavery and human trafficking policy

Policy Statement

This policy applies to all persons working for RE:Group (RE:Claim) Ltd or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, agents, contractors and suppliers.

RE:Group (RE:Claim) Ltd strictly prohibits the use of modern slavery and human trafficking in our operations and supply chain. We have and will continue to be committed to implementing systems and controls aimed at ensuring that modern slavery is not taking place anywhere within our organisation or in any of our supply chains. We expect that our suppliers will hold their own suppliers to the same high standards.

Modern Slavery and Human Trafficking

Modern slavery is a term used to encompass slavery, servitude, forced and compulsory labour, bonded and child labour and human trafficking. Human trafficking is where a person arranges or facilitates the travel of another person with a view to that person being exploited. Modern slavery is a crime and a violation of fundamental human rights.

Commitments

We shall be a company that expects everyone working with us or on our behalf to support and uphold the following measures to safeguard against modern slavery:

- We have a zero-tolerance approach to modern slavery in our organisation and our supply chains.
- The prevention, detection and reporting of modern slavery in any part of our organisation or supply chain is the responsibility of all those working for us or on our behalf. Workers must not engage in, facilitate or fail to report any activity that might lead to, or suggest, a breach of this policy.
- We are committed to engaging with our stakeholders and suppliers to address the risk of modern slavery in our operations and supply chain.
- We take a risk-based approach to our contracting processes and keep them under review. We assess whether the circumstances warrant the inclusion of specific prohibitions against the use of modern slavery and trafficked labour in our contracts with third parties. Using our risk-based approach, we will also assess the merits of writing to suppliers requiring them to comply with our Code of Conduct, which sets out the minimum standards required to combat modern slavery and trafficking.
- Consistent with our risk-based approach we may require:
 - employment and recruitment agencies and other third parties supplying workers to our organisation to confirm their compliance with our Code of Conduct
 - Suppliers engaging workers through a third party to obtain that third parties' agreement to adhere to the Code
- As part of our ongoing risk assessment and due diligence processes, we will consider whether circumstances warrant us carrying out audits of suppliers for their compliance with our Code of Conduct.
- If we find that other individuals or organisations working on our behalf have breached this policy, we will ensure that we take appropriate action. This may range from considering the possibility

of breaches being remediated and whether that might represent the best outcome for those individuals impacted by the breach to terminating such relationships.



RE: Group (UK) Ltd Clipper House, Air Street, Hull, HU5 1RR
Registered in England number 4452627 . Vat No. 915 7230 33