This Agreement is made on the ………………….201….

BETWEEN:

KTV Green Enterprises Limited, a company incorporated under the laws of the Republic of Cyprus, with registration number HE317714 and registered office at 11 Markou Drakou, 2863 Kambos, Cyprus(hereinafter called the “Contractor”)

and

.......................................... whose registered office is at ..................................................................... (hereinafter referred to as the “Client”)

(hereinafter collectively called the “Parties”)

**WHEREAS**

A. The Contractor is a company that is engaged in the business of management of waste; and

B. The Client is a municipality / council / company that wishes to dispose waste kept and accumulated by it; and

C. The Contractor is willing to collect and manage the waste that the Client wishes to dispose under the agreed types of waste; and

D. The Client wishes to engage the Contractor for collecting and managing its waste, according to the terms and conditions included in this Agreement

**NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **PREAMBLE**

1.1 The preamble forms an integral part of this Agreement

2. **DEFINITIONS**

2.1 The following words or expressions have the meaning set forth (unless the context otherwise requires):

“**Acceptable Waste**” any type of Waste that is acceptable for disposal under this Agreement as defined in Schedule A of this Agreement;

**“Business Day”** any day other than Saturday or Sunday or public holiday in Cyprus;

**“Business Hours”** the hours between 08.00 to 16.00 or as displayed at the Contractor’s Site;

**“Confidential Information”** all the information or material which is not publicly known, and which is disclosed or made available to the other Party within the scope of their co-operation and which includes, but it is not limited to, material, information or data which concern:

1. the nature of the discussions or communications between the Parties relating to their cooperation; and/or
2. the organization of the Parties and their financials, officers, employees, shareholders, directors, creditors, associates, representatives, agents and clients; and/or
3. the business activities of the Parties, information, business plans, procedures, trade secrets, ideas, designs, knowledge, systems, search results, invoicing, activities and clients;

“**Services**” collection, management, transportation, disposal, treatment, recycling, and/or reusing of Acceptable Waste by the Contractor;

“**Contractor** **Site**” any site as may be notified in writing by the Contractor where Waste may be delivered by the Client;

“**Unacceptable Waste**” any type of Waste that does not fall within the definition of Acceptable Waste;

“**Waste**” both Acceptable Waste and Unacceptable Waste;

“**Waste Management**” any action in relation to the handling of Acceptable Waste, including but not limited to the collection, management, transportation, disposal, treatment, recycling, and/or reusing of Acceptable Waste.

**3. SUBJECT MATTER OF THE AGREEMENT**

3.1 The Contractor will provide the Services for the duration of this Agreement in the following ways:

3.1.1 **By collection of the Acceptable Waste from the location indicated by the Client and transportation to the Contractors Site.**

The Client will notify the Contractor orally that the Acceptable Waste is ready for collection and the Contractor will collect the Acceptable Waste.

Collection of Waste will only take place during Business Hours.

3.1.2 **By accepting delivery from the Client of the Accepted Waste to the Contractors Site.**

The Client will notify the Contractor orally prior to the delivery, by the Client, of the Waste.

Delivery of Waste by the Client and/or acceptance of delivery by the Contractor will only take place during Business Hours.

Delivery of Waste by the Client is subject to acceptance by the Contractor. The Contractor reserves the right to reject delivery of Waste by the Client, in the event of any unpaid invoices pursuant to Section 4 of this Agreement.

3.1.3 **By managing, disposing, treating, recycling, reusing and in general handle the Accepted Waste**, as the Contractor deems fit, in accordance with any applicable laws in relation to Waste Management, of the Republic of Cyprus.

**4. CHARGES AND PAYMENT**

4.1 The Client shall pay the Contractor on delivery/ monthly basis for the Services provided in accordance with the charges shown in Schedule B of this Agreement.

4.2 Payment shall be made by the Client within 30 days after receipt of an invoice from the Contractor.

4.3 The Contractor may impose, and the Client agrees to pay a late fee and interest for all past due payments of 1.5% per annum.

4.4. In the event that any payment is not made when due, the Contractor may, at its sole option, terminate this Agreement on notice to the Client and recover all past due payment.

4.5. The Client agrees that the Contractor may proceed with a review of Schedule B of this Agreement. Such review will be under the sole discretion of the Contractor. In performing the review of Schedule B, the Contractor may take into consideration the following:

4.5.1 increase in the disposal, transportation, fuel or environmental compliance fees or costs;

4.5.2 increased costs due to any change in the composition of the Acceptable Waste from the description in Schedule B.

4.5.3. increases in the Consumer Price Index in the Republic of Cyprus

4.5.4 any charges by the Client to third parties in relation to the collection of Waste from the Client.

4.6. The updated version (if any) of Schedule B, will be communicated to the Client at least 10 Business Days prior to its implementation.

**5. CONTRACTORS OBLIGATIONS**

5.1 The Contractor will comply with all applicable laws, regulations, orders, permits or other legal requirements applicable to Waste Management in the Republic of Cyprus.

5.2 The Contractor will manage the Acceptable Waste in a safe and workmanlike manner.

5.3. The Contractor shall make every effort to collect and accept delivery of Waste in a timely manner. In no event shall the Contractor suffer penalty for failure to perform a collection or acceptance of delivery in a timely manner.

5.4 The Contractor shall keep accurate records of the volume and type of Accepted Waste.

**6. CLIENTS OBLIGATIONS**

6.1 The Client will only provide for collection or deliver Acceptable Waste and no Unacceptable Waste will be included in the material provided.

6.2 In the event that the Client engages in any sub-contractors for the delivery of Accepted Waste, it shall ensure that the sub-contractors comply with all applicable laws, regulations, orders, permits or other legal requirements applicable to Waste Management in the Republic of Cyprus.

6.3 To proceed in all reasonable endeavors in order to ensure that the Waste collected by or delivered to the Contractor is Acceptable Waste

**7. DURATION OF THE AGREEMENT**

7.1 The Agreement shall come into effect on the date of its signing and shall expire …………. from the date of its signing by the Parties.

**8. TERMINATION**

8.1 All terms of the Agreement are considered material and breach of any terms by any Party will be considered as a material breach giving the right to the non-defaulting Party to terminate the Agreement subject to the provisions of clause 8.2 below.

8.2 Prior to the termination of the Agreement by any Party according to the provisions of clause 8.1 above, such Party should give the defaulting Party a notice in writing stating the breach and the defaulting Party should rectify same within 15 days from the date of sending the written notice. If on the expiration of the 15 days, the breach has not been rectified, the non-defaulting Party will have the right, without prejudice to any other rights or remedies he has, to terminate immediately the Agreement on 30 days written notice to the defaulting Party.

8.3 Further and without prejudice to the termination rights provided by clause 8.2 above, any Party can immediately terminate the Agreement on the provision of written notice to the other Party on the occurrence of any of the following events:

(i) if an order is made or an effective resolution is passed for the winding up or dissolution of either Party, otherwise than for the purpose of re-construction or amalgamation.

(ii) if any of the Parties acts in bad faith or fraudulently in relation to the implementation of the Agreement.

**9. INSPECTION, TITLE AND REJECTION OF WASTE**

9.1 The Contractor shall have the right to inspect, analyze or test any Waste collected from the Client or delivered by the Client in order to decide as to whether the Waste is Accepted Waste. The Contractor shall have 30 days to accept or reject the Waste.

9.2 The title and ownership of Acceptable Waste shall transfer to the Contractor upon final acceptance of Waste delivered or accepted for collection.

9.3 The title to and liability of Unacceptable Waste shall remain with the Client at all times.

9.4 If the Client delivers any Waste which the Contractor is of the opinion that is Unaccepted Waste, the Contractor may, at the Client’s expense a) reject the Unaccepted Waste and/or b) return it to the Client or require the Client to remove and dispose the Unaccepted Waste.

9.5 The Client shall indemnify, hold harmless, and pay or reimburse the Contractor for all costs, damages, and/or fines incurred as a result of or relating to any Unacceptable Waste, or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

9.6. If the Contractor elects to handle, rather than reject, Unacceptable Waste, the Contractor shall have the right to manage the Unacceptable Waste which has been accepted, in the manner deemed most appropriate by the Contractor. In such an event, the Client shall pay additional fees associated with the delivery of Unacceptable Waste, including but not limited to, special handling or disposal charges, and costs associated with different quantities of Waste, different delivery dates, modifications in operations, specialized equipment, and other operational environment, health, safety or regulatory requirements.

**10. LIMITED LICENSE TO ENTER**

10.1 When the Client is delivering Waste to a Contractors Site, the Client and its sub-contractors shall have a limited license to enter that facility for the sole purpose of offloading Waste at an area designated, and in the manner directed, by the Contractor.

10.2 The Client shall comply with and ensure that its sub-contractors comply with, all rules and regulations of the Contractors Site, as may be communicated by the Contactor from time to time.

10.3 The Contractor may reject any Waste, deny entry to the Contractors Site of the Client or its subcontractors, and/or terminate this Agreement in the event of that the Client or its sub-contractors fail to follow such rules or regulation.

**11. CONFIDENTIALITY**

11.1 Each Party hereby agrees that he or any of his servants or employees or any person who acts on his behalf shall at all times (both during the term of this Agreement and after its termination), keep confidential and shall not use, other than strictly for the purposes of this Agreement, and it shall not disclose to any third party use or process in any way any Confidential Information that concerns the other Party or his business unless:

(a) he has to do so while complying with any obligation under this Agreement or

(b) he has obtained the prior written consent of the other Party or

(c) he has an obligation to do so according to the provision of any law or court order

**12. INDEMNIFICATION**

12.1 The Contractor agrees indemnify, defend and hold the Client harmless from and against any and all liability (including reasonable attorneys fees) which the Client may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Contractors breach of this Agreement, or by any negligent act, negligent omission or willful misconduct of the Contractor or its employees, agents or contractors in the performance of this Agreement, which occurs (a) during the collection or transportation of the Accepted Waste by the Contractor or (b) as a result of Waste Management. It is hereby noted and agreed that the Contractors indemnification obligations will not apply to occurrences involving Unacceptable Waste.

12.2 The Client agrees to indemnify, defend and hold the Contractor harmless from and against any and all liability (including reasonable attorneys fees) which the Contractor may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Clients breach of this Agreement, or by any negligent act, negligent omission or wilful misconduct of the Client or its employees, agents or contractors or sub-contractors in the performance of this Agreement, the Clients access to a Contractors Site, or Clients use, operation or possession of any equipment furnished by the Contractor.

12.3 Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement

**13. ASSIGNMENT**

13.1 This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

13.2 The Contractor may assign its rights and / or obligations under this Agreement to any successor by giving written notice to the Client without the written consent of the Client.

13.3 The Client may not assign its rights and / or obligations under this Agreement to any successor without the written consent of the Contractor, such consent not to be unreasonably withheld.

**14. HEADINGS AND WORDS**

14.1 Clause headings are inserted for convenience only and shall not affect the construction of this Agreement and unless otherwise specified, all reference to Clauses are to Clauses of this Agreement;

**15. MISCELLANEOUS**

15.1 Any provision of this Agreement prohibited by or being unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Where however the provisions of any such applicable law may be waived, they are hereby waived by the Parties hereto to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

15.2 This Agreement constitutes the entire agreement between the Parties on all issues to which the Agreement relates. The content of this Agreement cancels and supersedes all previous written or oral commitments and undertakings.

15.3. All Schedules constitute an integral part of the Agreement.

**16. FORCE MAJEURE**

16.1 If due performance of the Agreement by either Party is affected in whole or in part by reason of any event omission accident or explosion, fire, storm, earthquake, flood, draught, riots, civil disobedience, sabotage, terrorist acts, civil war or revolutions, war, government action or other matter beyond the reasonable control of such Party, same shall give prompt written notice thereof to the other Party and shall be under no liability for any loss damage injury or expense (whether direct or consequential) suffered by the other Party due to the affected performance. Such Party shall use all reasonable efforts to avoid or overcome the causes affecting performance as soon as it becomes practicable to do so.

**17. AMENDMENTS**

17.1 Any amendments, changes, modifications and supplements to this Agreement shall be valid only if executed in writing by the Parties or their duly appointed representatives, unless it is otherwise expressly stated herein.

**18. NOTICES**

18.1 All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when sent by email upon dispatch of the email and when sent by courier upon delivery and is sent by prepaid recorded delivery or registered mail on the day of transmission by way of confirmation or five Business Days after being mailed by prepaid recorded delivery or registered mail to the Parties at the following addresses (or at such other address for a party as shall be specified by like notice):

For the Contractor: (address) with a copy to the email address …………………………………

For the Client (address) with a copy to the email address …………………………

**19. GOVERNING LAW AND JURISDICTION**

19.1 The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus and the Courts of the Republic of Cyprus shall have exclusive jurisdiction to hear or determine any suit or proceedings which may arise out of or in connection with this Agreement.

IN WITNESS whereof the Parties hereto or their duly authorized representatives have signed this Agreement in two counterparts, each of which shall be deemed an original the date and year first above mentioned.

For and on behalf of the Contractor For and on behalf of the Client

…………………………………. …………………………..……..

Authorized signatory Authorized signatory

…………………………………. ………………………….………

Name/position Name/position

Witness Witness

…………………………...…….. …………..………………………

Name Name

…………………………….……. ………………………….……….

Signature Signature

**Schedule A – Acceptable Waste**

*Crop waste*

*Trees, Wood, Wood Cuttings,*

Forestry *Trees, Wood cuttings, Wood, Green waste, Plant tissue, Tissue - plant, Forestry Waste*

Sawdust, Shavings, Cuttings

*Untreated Wood, Hardboard*

**Schedule B – Fees**

3 – 5 ton truck

€20.00 +5% VAT

5 – 10 ton truck

€25.00 +5% VAT

10 – 18 ton truck

€30.00 +5%VAT

18+ ton truck

€50.00 +5%VAT

The updated version (if any) of Schedule B, will be communicated to the Client at least 10 Business Days prior to its implementation.