

Memorandum of Agreement

Dated.....

BETWEEN

(1) (customer name here.....) the customer

(2) Ramco (UK) Limited (CRN: 02722506) whose registered office is situated at Acorn House, Church Lane, Croft, Skegness, Lincolnshire PE24 4RW (Ramco)

SCOPE

This Agreement covers the provision of a disposal service by Ramco on behalf of (customer name here.....) the customer

Ramco undertakes to dispose of surplus goods and equipment removed from stores as identified and to provide a seamless solution and efficient disposal process in accordance with the law including all applicable statutory provisions.

Ramco hereby agrees to indemnify the customer against all losses, claims, demands, liabilities and proceedings arising from their performance of the services under this Agreement and the disposal and / or future use of the surplus goods from the date of collection.

Ramco shall pay the customer a Fee of £..... for the surplus goods. The Fee shall be payable by Ramco within 14 days of the date of collection of the surplus goods.

Title and Risk in the surplus goods shall pass to Ramco on collection of the same.

All warranties, conditions or terms relating to fitness for purpose, quality or condition of the surplus goods whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by the law.

UNDERTAKINGS BY THE CUSTOMER

The customer will appoint an authorised representative to deal with Ramco. The customer's representative shall notify Ramco of all surplus equipment for which disposal is required by completing the Declaration Form at Annex A including any special loading or collection requirements.

The customer shall afford all necessary access to the location of the surplus goods and shall wherever possible co-locate equipment into a single area.

The customer shall, unless agreed otherwise, prepare the surplus equipment for collection and carry out any environmental, disconnection or decommissioning work to allow removal by Ramco.

In the event that Ramco inadvertently receives hazardous or contaminated equipment, Ramco will advise the customer to arrange for appropriate disposal.

The customer shall have no liability whatsoever arising from the use of the surplus goods either by persons employed by Ramco or any other third party from the date of collection from the customer.

UNDERTAKINGS BY RAMCO

Ramco shall, no later than 28 days from the date of notification by the customer or unless agreed otherwise, commence collection of the surplus goods from the customer's premises at a time and in the manner agreed with the customer for onward disposal.

Ramco hereby agrees to indemnify the customer against all losses, claims, demands, liabilities and proceedings arising from their performance of the services under this Agreement and the disposal and / or use of the surplus goods from the date of collection.

AGREED by the Parties on the date set out at the head of this Agreement.

.....
Authorised Signatory
On behalf of the customer

.....
Authorised Signatory
On behalf of Ramco (UK) Limited