

NatWaste Limited

Terms and Conditions

Full contractual terms for skip hire, waste management services and related services

In these conditions:-

"the provider" means NatWaste Limited

"the supplier" means where the context so permits, the provider or the providers duly authorised agent or sub-contractor.

"the hirer or the customer" means the person or company requesting provision of a skip by the provider.

"the service" means the supply of a skip or skips by the provider, it's employees, servants, agents or sub-contractors for the period of hire to facilitate the removal of refuse on behalf of the hirer and the subsequent disposal of the contents of such skip or skips on behalf of the hirer.

"the skip" means any skip or skips or any other hire item (for example storage containers or portable toilets) provided as part of the service.

"the site" means the place where the skip is deposited at the request or direction of the hirer.

"the period of hire" means the period from delivery of the skip to the hirer, to collection there off, from the hirer or such time as collection thereof ought reasonably to have being completed by the supplier.

"Working day" shall mean Monday to Friday in any week. "Force Majeure" means any circumstances beyond the reasonable control of either the provider or the supplier (including, without limitation, thereto, any strike, lock out or other form of industrial action, accident, inclement weather, difficulties in obtaining fuel parts or machinery, power failure or breakdown, or malfunction of machinery or computers.

1.0 These conditions shall apply to all contracts for the supply of the service by the provider to the exclusion of all other terms and conditions and shall apply where the context so permits for the benefit of the supplier and the employees, agents and sub-contractors of the provider and the supplier as if they had been parties hereto.

2.0 The provider reserves the right to add to, alter or amend or withdrawal any of these terms or conditions without notice. Any typographical, clerical or other error or commission in any sales literature, quotation or price list, acceptance of offer, invoice or other document or information issued by the provider shall be subject to correction without any liability on the part of the provider.

3.0 Any reference in these conditions to a statute or regulation or provision thereof shall be constructed as a reference to that statute, regulation or provision as a amended re-enacted or extended at the relevant time.

4.0 All requests for the service shall be deemed to be an offer by the hirer to purchase the service pursuant to these conditions and the service is offered subject to the availability of suitable skips to the provider. The Hirer agrees that they will rely wholly on their own skip and judgement in the selection of the service and will not treat any information supplied to them by the Provider as a representation, warranty or guarantee in any manner whatsoever.

5.0 No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the Provider and the Hirer.

6.0 The Provider will use its best endeavours to comply with the Hirer's requirements but can accept no responsibility for failure to supply, or remove or for any delay in supplying or removing skips which may be caused directly or indirectly by any circumstances beyond the Providers control, or any unforeseen or abnormal conditions by any act or neglect on the part of the Hirer and time shall not be of the essence of the Contract save as to payment by the hirer for the service.

The provision of the service may be wholly or partly suspended at the provider's discretion without liability on the part of the provider for any loss resulting from any suspensions.

7.0 a) Except as specifically otherwise agreed in writing the provider or supplier, shall be under no obligation to deposit the skip elsewhere than on a highway.

b) The Hirer agrees in all cases:-

(i) To provide and adequately maintain all necessary approach roads and sites for the purpose of the delivery;

- (ii) To rely on their own skill and judgement and to satisfy themselves as to the suitability of all approach roads, tracks, or grounds, for the purposes of delivery, siting and collection of skips and to notify the provider at the time of ordering the service of any special requirements as to delivery.
 - (iii) Promptly on the arrival of the vehicle to accept delivery and provide any necessary directions and a suitable site.
 - (iv) to ensure that an authorised person is present at the time of delivery to sign and acknowledgement of delivery and or collection of the skip and that such authority is signed on delivery or collection by such authorised person and not otherwise and the Hirer agrees that any delivery or collection note signed by a person with apparent authority to do so shall be deemed to be signed by an authorised representative of the hirer and that where no such person is available to sign such proof of delivery or collection within 10 minutes from arrival of the skip or the vehicle at the site the suppliers written confirmation of delivery shall be final and binding upon the Hirer.
- c) The Hirer shall save harmless and keep the provider indemnified against any claim demand or penalty arising during the period of hire and which could not have been made had the provider not agreed to provide the service including, but not limited there to all 3rd party claims, or claims for damages arising out of accidents related to any skip or skips the subject of this contract.

8.0 i) The price for the provision of the service shall be such sum as shall from time to time be agreed between the parties and shall be exclusive of VAT which shall be payable by the Hirer.

- ii) Save where the Hirer has a previously approved credit account with the Provider payment for the provision of the Service shall be made in full by the Hirer to the Provider prior to the delivery by the Provider of any skip or skips.
- iii) Where the Hirer has an approved credit account the provider shall be entitled to invoice the Hirer at the end of the month for all the services provided hereunder prior thereto and the Hirer shall pay the price for the provision of the service to the Provider within 30 days of the date of the Providers invoice. The time of payment of the price shall be of the essence of the Contract.
- iv) The Hirer agrees that in the event that the Hirer shall fail to pay the Provider's account in accordance with the terms hereof the provider may return to the Hirer the waste or a quantity of waste which is in the reasonable opinion of Provider similar thereto and the Provider shall for such purposes be entitled to enter upon any premises of the Hirer or any third party from whom waste was collected for such purposes and to deposit such waste thereon.
- v) The provider reserves the right to grant, refuse, withdraw, restrict, alter or cancel credit terms at its discretion. Where the Service is to be supplied over a period of time each instalment thereof shall be treated as a separate contract and failure by the Provider to provide any one or more instalments, shall not entitle the Hirer to treat the contract as a whole as repudiated.
- vi) If the Hirer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the seller, the seller shall be entitled to:
 - a) Cancel the contract or suspend any further deliveries to the Hirer.
 - b) Appropriate any payment made by the Hirer to such of the services (or the Services supplied under any other contract between the Provider and the Hirer) as the Provider may think fit (not withstanding any purported appropriation by the Hirer; and
 - c) Charge the Hirer interest (both before and after any judgement) on the amount unpaid, at the rate of 2.5% per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
 - d) Charge the hirer's credit card as listed on the credit card and bank reference form to bring the account back into agreed trading terms.
 - e) In the event of non-payment the Provider has the legal rights to seek full payment from the Land Owner from which the waste was produced, or return all waste back to site. (The Land Owner is legally responsible for ALL waste until such time full payment has been made despite by whom the waste was removed from site)

9.0 a) Where the provider or the Driver are requested or directed to deposit or pick up a skip on or from a site which is off a highway or where delivery otherwise involves the passage of the vehicle over gratings, drains, roads, bridges, pavements, forecourts, yards, asphalt areas or any like areas the Provider shall be under no liability whatsoever to the Hirer for any damage howsoever caused whilst the vehicle is off the highway other than as shall be caused by negligent driving on the part of the driver.

Without prejudice to the generality of Condition 7c) the Hirer shall subject as above save harmless and keep the Provider indemnified against any claim or demand which could not have been made had the Driver not been so requested or directed. The Hirer will in addition compensate the Provider for any damage to the vehicle or the skip which would not have occurred had the Driver not been so requested or directed and which is not due to any negligence on the part of the Driver.

- b) If the Provider shall be prevented for any reason beyond its control from delivering or collecting a skip or skips, the Hirer shall remain liable for the Provider's charges together with such additional sums as the Provider shall reasonably so require for the further provision of the Service.

10.0 The time allowed for depositing or picking up a skip is ten minutes. If the vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage. Standing times are chargeable at £150 per hour or part thereof.

11.0 The standard time allowed for a 'Wait & Load' is Twenty minutes. If the vehicle is kept waiting longer than this initial time, the hirer shall be liable for a waiting charge of £150 per hour or part thereof.

12.0 The Hirer shall ensure that all permissions required before the skip can lawfully be deposited on the site including the permission required under the Highways Act 1971 have been or will be obtained before they request the Provider or direct the Driver to deposit the skip on the site and that the said permission will be kept in force during the period of hire and where necessary for up to 3 working days thereafter.

The hirer will ensure that all skips sited on the highways will be lighted and coned in accordance with the terms and conditions of the highways act and the issuing local authority's demands.

13.0 The Hirer shall not move the skip from the site without the consent of the Supplier and where necessary the highway authority.

14.0 The Hirer shall ensure:

- a) That the Hirer signs a single or multiple consignment transfer note declaring the waste type and that the waste is accurately described when completing the transfer note.
- b) Where the waste type does not conform to the description as specified on the waste transfer note or is different to that as specified at the time the skip was ordered, then charges will vary accordingly.
- c) Where inert waste loads (soil/hardcore/muck) are ordered and they are found to contain other waste types, in particular mixed builders waste materials thus contaminating the load, the hirer will be charged accordingly for the hire tipping charges. In particular the hirer must be aware of the considerable differences in landfill tax rates.
- d) Where appropriate waste is only stored in suitable containers.
- e) That no liquids explosives, toxic, or dangerous materials including, but not limited to fibrous asbestos, solvents, minerals or greases will be placed in the skip without the written consent of the supplier and that the contents of the skip when loaded conform to the requirements of S.I.1980/1709 or any re-enactment thereof and the local waste regulation authority with regard omits suitability for disposal as general or special waste as a controlled waste disposal site.
- f) If any waste to which the said section applies is placed in any skip the Hirer will immediately give the notices required by the said section and send copies of such notices to the supplier and the provider.
- g) That no bonded asbestos will be placed save where the Hirer has given to the Provider, a minimum of seven days' notice of their intentions so to do and obtained the written agreement of the Provider thereto and of the charges to be made with regard thereto.
- h) No cans, bottles or other liquid containers are placed in the skip unless they are dry, free from liquid, residues and open for inspection.
- i) That no fridges, freezers, vehicle tyres, car/commercial vehicle batteries and any other waste types which following changes in legislation from time to time may become classified as a special or difficult waste type,

15.0 The Hirer shall ensure from the time that the skip is deposited until it is picked up again by the Supplier

- a) It is properly sited in accordance with any relevant permission and that all conditions thereof are observed and performed at all times.
- b) It is properly coned where necessary during the hours of daylight and coned and lighted during the hours of darkness.
- c) No fires are lit in, and no corrosive acid or noxious substance, liquid cement or concrete placed in the skip.
- d) It is filled no higher than the top of its sided and in such manner as to prevent spillage of material there from both, whilst the container is stationary or in transit. Where skips are located on public or third party property and waste is accumulated for any reason whatsoever in the immediate proximity of the skip, the Provider reserves the right to supply a further skip or skips to contain the surplus material and to transfer the same to the skip or skips and to debit the Hirer with the reasonable costs of so doing.
- e) It suffers no damage except fair wear and tear. All damage by fire, vandalism or other means, the hirer will reimburse the provider all costs for either replacement or repair.
- f) No danger is caused by the skip or its contents to any third party and in particular but without limitation thereto to children.
- g) No unauthorised removal of the skip shall take place by the hirer or a 3rd party contractor without the prior consent of the provider. The hirer will be debited all reasonable costs incurred in returning the skip, or in cases where the skip is deemed lost or stolen the hirer will reimburse the provider in full. Please note that many insurance policies will not cover theft of skips or RORO's.

16.0 Notwithstanding the terms of condition 15 it shall be the Hirer's duty to notify the Supplier of and the Supplier's responsibility to ensure compliance with any condition imposed by a highway authority relating to the marking of the skip with reflective paint.

17.0 Except as specifically otherwise agreed in writing the Hirer shall fill the skip within the period of hire which is 1 week (7 days - If the hire exceeds this period, daily rental charges may be incurred) and shall inform the Supplier in good time of its readiness for collection or replacement. The Hirer shall ensure that from the time when collection of the skip is due to take place until the same is collected there is left a clear space at one end of the container to terminate the hiring of the skip the minimum notice period shall be one clear working days' notice. Ownership of the contents shall pass to the Supplier on collection unless agreed in writing.

18.0 The Provider may arrange the removal or re-positioning of the skip if required at any time to do so by a highway authority or constable in uniform under Section 140 of the Highway Act 1980. The Hirer shall be responsible for the reasonable additional cost thereof on the part on the Provider or Supplier.

19.0 It is the responsibility of the hirer's representative on site to keep the hirers copy of the 'Proof of Delivery' ticket. Any copies required at a later date will be subject to a £10.00 administration charge.

20.0 Except as specifically otherwise agreed in writing the Provider agrees to dispose of such of the contents of the skip as shall be in accordance with the terms of this contract. The Hirer agrees that they will pay the Provider's reasonable charges of dealing with any of the contents of any skip which do not comply with the terms of this contract.

21.0 The risk in relation to any skip or skips supplied pursuant to this Contract shall pass to this Hirer upon delivery in accordance with the Hirer's request or direction and shall remain with the Hirer until the skip or skips are collected by the Supplier.

22.0 Where the Service is provided under a consumer transaction as defined by the Consumer Transaction (Restriction on Statements) order 1976, the statutory rights of the hirer are not affected by these conditions.

23.0 It is specifically provided and agreed that any compensation and / or damages payment in respect of any claim or claims arising out of or in connection with the terms of this contract for any reason whatsoever and howsoever arising shall not amount in the aggregate to more than the cost of the provision of the service by the provider, or that part of the Service giving rise to such claim and Provider and any other person entitled to the benefit of this contact shall have no further liability to the Hirer.

Except in respect of death or personal injury cause by the negligence of the provider or any other person entitled to the benefit of this contract, the Provider or such party shall not be liable to the Hirer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of this contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Provider or any other party entitled to the benefit of this contract, there employees, or agents, or otherwise) which arise out of or in connection with the supply of the service, except as expressly provided in these conditions.

24.0 The Provider shall not be liable to the Hirer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the providers or suppliers obligations in relation to the service, if the delay or failure was due to force majeure.

25.0 Insolvency of Hirer

a) This clause applies if:

- i) The Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - ii) An encumbrance takes possession, or a receiver is appointed, or any of the property or assets of the Hirer, or iii) The Hirer ceases or threatens to cease, or threatens to cease; to carry on business; or iv) The Provider reasonably apprehends that any of the events mentioned above is about to occur in relation to the Hirer and notifies to the Hirer accordingly.
- b) If this clause applies then without prejudice to any other right or remedy available to the provider, the Provider shall be entitled to cancel the contract or suspend any further deliveries under the Contract without any liability to the Hirer, and if the Services have been provided but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

26.0 Additional Terms and Conditions for Domestic Private Hire

The hirer is responsible for ensuring the position for skip delivery has a clear access. Blocked access due to abandoned vehicles or materials resulting in failed delivery/collection will incur standing time and or an aborted delivery charge. Hirer is responsible for theft or damage to skip whilst on hire & until skip is removed by the skip owner.

NatWaste Limited cannot accept any liability for any costs incurred through damage to the hirer's driveway or other property whilst delivering or collecting the skip off the public highway. The skip vehicle is invited off the highways onto private property at the hirers own risk. May we kindly draw your attention that tarmac, block paved, and patterned imprinted concrete driveways are at most risk. The hirer is also responsible for pointing out low lying cables, narrow entrance pillars, man hole covers, and any other potential risks or obstructions to NatWaste Limited or the driver prior to the skips delivery.

The hirer is responsible for lighting and coning of all on road skips and unless otherwise advised in obtaining the necessary council consent with a road permit.

In all cases delivery and collection times are given for guidance only and NatWaste Limited accepts no liability for any costs incurred due to delays in delivery/collection or failure to deliver on the preferred delivery date due to unforeseen circumstances. In all circumstances invoices exclude exceptional conditions such as force majeure'.

The trading terms and conditions of NatWaste Limited and their sub-contractors apply in all circumstances. Details available upon request.

27.0 GDPR and Data Protection

Credit Account Customer (Account Application)

27.01 During application, we may collect certain information from you (the Customer) as defined in the Privacy Notice which would constitute Personal Data (as defined by Data Protection Laws), including without limitation information on your directors and other company officers. The Personal Data will be used for the purposes as defined in the Privacy Notice.

27.02 In respect of clause 27.01, you acknowledge and agree that you remain a Data Controller in respect of such Personal Data and that, in conjunction; we will act as Joint Controller, as defined under Article 26 of the GDPR.

27.03 You warrant that you have the correct lawful grounds and basis for providing to us, or allowing us to collect from you, such Personal Data that will permit us to use the Personal Data for the purposes as defined in Our Privacy Notice and in compliance with the Data Protection Laws.

Non-Credit Account Customer (Quote or Booking Request)

27.04 At the time of the enquiry or time of booking, we may collect certain information from you (the Customer) as defined in the Privacy Notice which would constitute Personal Data (as defined by Data Protection Laws), including without limitation information on your directors and other company officers. The Personal Data will be used for the purposes as defined in the Privacy Notice.

27.05 In respect of clause 27.04, you acknowledge and agree that you remain a Data Controller in respect of such Personal Data and that, in conjunction; we will act as Joint Controller, as defined under Article 26 of the GDPR.

27.06 You warrant that you have the correct lawful grounds and basis for providing to us, or allowing us to collect from you, such Personal Data that will permit us to use the Personal Data for the purposes as defined in Our Privacy Notice and in compliance with the Data Protection Laws.

Supplier Account Creation

27.07 On the opening of a trade account for ourselves with you as a supplier, we are required to set you up as a supplier on our system, we may collect certain information from you as defined in the Privacy Notice which may constitute Personal Data, including without limitation information on points of contact, email addresses, address, phone numbers and financial details. Such Personal Data shall be used for the purposes as defined in the Privacy Notice.

27.08 In respect of such Personal Data collected from you, you acknowledge and agree that you remain the Data Controller in respect of such Personal Data and that we will act as Data Processor.

27.09 You warrant to us that you have lawful grounds for processing Personal Data.

27.10 Where we process such Personal Data under or in connection with this Agreement, We shall:

27.10.1 Save as required otherwise by law, only process the Personal Data as supplied by you as is necessary to perform our obligations under this Agreement and only in accordance with the Privacy Notice or as instructed by you;

27.10.2 Put in place appropriate technical and organisational measures to meet our obligations under the Data Protections Laws which you agree are appropriate measures;

27.10.3 Ensure that our staff who have access to such Personal Data are subject to appropriate confidentiality obligations;

27.10.4 Be entitled to engage sub-processors to process such Personal Data;

27.10.5 Not process or transfer the Personal Data referred to outside the European Economic Area without the prior documented consent from you (which consent is also to be provided by you on behalf of any third party without delay);

27.10.6 Have in place the appropriate technical and organisational security measures to protect Personal Data referred to against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

27.10.7 Notify you without undue delay after becoming aware of any personal data breach involving Personal Data, taking into account the nature of processing and the information available to us;

27.10.8 Take appropriate technical and organisational measures, insofar as is possible, to assist you in responding to requests for data (but we will not itself respond to any such data subject request except on written instructions from you). Furthermore, we will, upon your request, provide assistance to you relating to your obligations under Articles 32-36 of the GDPR taking into account the information available to us. We may charge you our reasonable costs (or the rates otherwise agreed between the parties) for our time spent and expenses incurred in providing you with co-operation and assistance as required by this clause;

27.10.9 Will make available to you such information as you reasonably request to show compliance with Article 28 of the GDPR and permit and contribute to such audits conducted by the you (or your appointed auditors). You will give reasonable notice of any audit and will be fully liable for any associated costs (including ours); and

27.10.10 Save as may be required by law, at your cost and option either delete or return the Personal Data provided by you to you on expiry or termination of this Agreement provided always that nothing in this clause shall oblige us to provide assistance which does not relate directly to the Services or information that we have acquired from another source;

27.10.11 We shall inform you in writing if, in our opinion, an instruction from you infringes the Data Protection Laws but only in relation to a breach of the GDPR and/or other European Union or European Member State data protection provisions and not jurisdictions outside of these areas. However, you acknowledge that:

(a) This clause shall not relieve you of your obligation to ensure that all instructions to us comply with all applicable legislation, including all Data Protection Laws; and (b) We may charge you our reasonable costs (or the rates otherwise agreed between the parties) for our time spent and expenses incurred in providing you with co-operation and assistance as required by this clause.

27.11 Notwithstanding anything to the contrary in this Agreement, if any of the following occur:

(a) Any changes/modifications to the Data Protection Laws (including in connection with the withdrawal of the United Kingdom from the European Union and/or the EEA) including the requirement to amend, update, modify or replace any systems we use to process the Personal Data; (b) Any new, clarified or amended guidance or policies issued by a supervisory authority; and (c) Any direction or instruction issued by a supervisory authority (whether relating to you or us in respect of the Services (including any processing of the Personal Data)); then any increased effort or costs incurred by us in association with the aforementioned shall be additionally chargeable to you.

27.12 You shall indemnify us against any liability, fines, claims, demands, expenses and costs (including legal fees) arising as a result of: any breach of the Data Protection Laws by you, or us acting in accordance with any instruction, policy or procedure of yours.

Supplier and Customer as Joint Controllers

27.13 Where this Agreement defines both parties as Joint Controller, each party shall comply with all the obligations imposed on a controller under the Data Protection Laws, and if any material breach of the Data Protection Laws comes to the attention of one party, that party shall provide written notice to the other as soon as is reasonably possible and the parties shall work together to resolve.

If the party in breach has not resolved the breach in compliance with the Data Protection Laws within 42 days of the notice the party not in breach shall be entitled to terminate this Agreement with immediate effect.

27.14 Where this Agreement defines both parties as Joint Controllers, each party shall:

(a) ensure that it has all necessary notices and appropriate lawful basis in place to enable lawful transfer of the Personal Data to the Permitted Recipients (as defined in the Privacy Notice) for the Agreed Purposes; (b) give full information on written request from the other party within a reasonable period of time to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees; (c) Process as Joint Controllers the Personal Data only for the Agreed Purposes; (d) Not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients; (e) Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to Personal Data; (f) Not transfer any Personal Data received from the other party outside the EEA unless the transferor;

(i) Complies with the provisions of Articles 26 GDPR (in the event the third party is a joint controller); and (ii) ensures that

(i) The transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR;

(ii) There are appropriate safeguards in place pursuant to Article 46 GDPR; or

(iii) One of the derogations for specific situations in Article 49 GDPR applies to the transfer.

27.15 Where this Agreement defines both parties as Joint Controllers, each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

(a) Consult with the other party about any notices given to data subjects in relation to the Personal Data; (b) Promptly inform the other party about the receipt of any data subject access request; (c) Provide the other party with reasonable assistance in complying with any data subject access request; (d) Not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible; (e) Assist the other party, at the cost of the other party, in responding to any

request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (f) Notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation; (g) At the written direction of the party disclosing Personal Data, delete or return that Personal Data and copies thereof to that party on termination of this agreement unless required by law to store the Personal Data; (h) Use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

- (i) Maintain complete and accurate records and information to demonstrate its compliance with this sub clause; and
- j) Provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

27.16 Each party shall indemnify the other against all reasonably foreseeable, fully mitigated and legally enforceable liabilities, costs, expenses, damages and losses, fines, penalties and legal costs (calculated on a reasonable basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with a breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.