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Share Sale Form

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Please complete the sections below:

Full Name(s):

Address:

Postcode:

Biffa plc - Ordinary 10p Shares

Enter your account number here:

This can be found on your share certificate or Dividend Tax Voucher

Selling your shares

Enter in figures the number of shares you wish to sell

Sign this form below and return it with your share certificate(s) in the envelope provided.

**Failure to enclose a valid share certificate(s) will delay the sale of your shares.
If you cannot find your share certificate(s) please contact our Helpline 0870 195 6090**

I/We appoint Equiniti Financial Services Limited as agent to arrange to sell the number of shares shown above in accordance with the terms and conditions of the Share Dealing Service.

I/We declare that I/we have the right to sell these shares, free from any liens, charges and other third party rights.

I/We authorise Equiniti Financial Services Limited to execute a transfer to give effect to the sale of my/our shares.

Please sign here - all shareholders must sign

1.

2.

3.

4.

If you are signing under a Power of Attorney or other authority, please print you full name here

Daytime telephone number including area code (for use only in the event of a query only)

Date:

A body corporate should execute this instruction under its common seal or otherwise in accordance with applicable statutory requirements.

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For Office Use Only – Certificates(s) Verified

Lost certificate(s)

Offering URN

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Equiniti Financial Services Limited Share Sale Service

Charges:	20p per share with a maximum fee of £30 for any one transaction.
Dealing:	Dealing will normally be on Tuesday each week for instructions received up to close of business the previous business day.
Settlement:	Sale advices and cheques will be posted two business days after the sale of your shares.

To sell your shares:

- Complete the enclosed share sale form.
- Attach your certificate(s).
- Return to: Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA

The price and value of investments and any income from them can go down as well as up. Past performance is no guide to future performance. It is entirely your decision whether or not to conduct a transaction using this service.

TERMS AND CONDITIONS

The details above form part of the terms and conditions of the Share Sale Service.

1. This service enables you to sell shares in the company stated on the accompanying sharedealing form by post. We provide the service on an execution-only basis. In other words, we will carry out your instructions but we do not give any kind of investment or tax advice, nor advise you on the merits of any particular transaction. In particular, we will not assess the suitability of transactions conducted for you or services provided to you under these terms and conditions and you do not benefit from the FSA Rules on assessing suitability. If you are in any doubt about using the service, you should consult a professional adviser. Throughout these terms and conditions, shares means shares in the company stated on the accompanying sharedealing form.

2. The service is provided by Equiniti Financial Services Limited, which is authorised and regulated by the Financial Services Authority of 25 The North Colonnade, Canary Wharf, London, E14 5HS (under reference 468631). The main business of Equiniti Financial Services Limited is investment and general insurance services. Our registered office is in the United Kingdom at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. Registered in England and Wales, number 06208699. In these terms and conditions, FSA and FSA Rules mean respectively, the Financial Services Authority and the rules made by the FSA, amended from time to time.

3. To use the service, you must be a certificated holder. In other words, you will need a share certificate for any shares you sell.

4. Please read carefully through these terms and conditions. They describe the basis on which we will provide the service, and they will come into effect as soon as we have received your instructions and accepted you as a customer.

5. You may only use this service to sell shares that belong to you and that you have the right to sell. When you give us an instruction to sell, you will be guaranteeing that

- you own the shares
- or
- you are authorised to sell them.

6. Share dealings

6.1 Orders will be transmitted by us to one of our approved entities for execution. There are currently more than ten approved entities and all of them have been selected by us because they have demonstrated that they have policies and procedures that enable them to deliver the best possible result for you, given the types of orders and the market conditions involved. In particular, these entities will treat price and costs (total consideration) as the most important factors when dealing with or executing orders, although they may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant considerations.

These approved entities will normally execute orders on a regulated market but may choose to use other execution venues (including off-exchange dealers) where this is advantageous. We will monitor the performance of these entities and periodically review our internal arrangements and policies for dealing with orders with a view to achieving the best possible result for you. Further information about these internal arrangements and policies (including a full list of our approved entities) is available on request.

6.2. Dealing will normally happen once each week, on Tuesday for all the instructions we receive up to the close of business on the previous working day. We may sometimes combine your order to deal shares with other customers' orders, and this may work to your advantage or disadvantage in relation to a particular order, compared with the price you would have obtained if your order had been dealt with on its own. We may buy or sell the shares in a combined order in several transactions and on separate days. If this produces transactions at different prices, we will average them out so that all the customers concerned benefit from the same average price. If it means dealing in shares on different days, it will delay completion of the transaction accordingly. You will not be able to use this dealing service to place a limit order. If the relevant execution venue is closed, we will hold over your transaction until the day it next opens for business.

6.3 Very occasionally, due to market conditions, we may not be able to execute an order for you within a reasonable time. In such a case, we may contact you to explain that we will not be executing your order. Alternatively, if the approved entity used by us to execute the order recommends that it be given more time to complete it, we may allow this.

7. The decision to deal shares is your responsibility. If you live or have a registered address outside the UK, or you are a citizen of another country, you are responsible for checking whether you need any overseas government consents or to observe any other formalities before dealing shares via the service.

8. Using this service may alter your personal tax position. Also, the levels and bases of taxation can change. To be sure you understand all the possible tax implications, you should consult a qualified tax adviser.

9. This agreement is only for the benefit of you and us. It will not give any benefits to, nor be enforceable by, any third party.

10. Once you have sent us your form, you will not be able to cancel your instructions. We cannot take orders over the phone. A share price may change significantly between the time you decide to deal and the time we actually trade your shares.

11. You must be 18 or over to use the service. We reserve the right to refuse to accept a dealing instruction. If your instruction is incomplete or includes a mistake, we will try to contact you for clarification. If we are unable to do so, we will return your instruction without carrying it out. We will not be liable for any loss you suffer as a result of this

clause. Instructions to deal shares which are held in joint names must be signed by all registered holders.

12. In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may

- make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses, and/or
- ask you to supply us with proof of identity.

This could lead to a delay in carrying out an instruction you've given us, or in paying you the proceeds of a sale, or not being able to carry out an instruction at all. In any of these circumstances, we will not be responsible for any resulting loss.

13. The fees and charges for the service will be as set out above. We will deduct what you owe from the sale proceeds of your shares.

14. We will not be responsible for

- any indirect, special or consequential loss (including direct or indirect loss of profit), however caused, nor
- any loss connected to the timing of a transaction

unless it results from the fraud, wilful default, negligence or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FSA Rules, on our part, or on the part of our employees or agents. This in no way excludes or limits any obligations we owe you as our customer under the FSA Rules or the Financial Services and Markets Act 2000.

The amount of our liability for any claim you make (other than for fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FSA Rules) will be no more than the difference between what you actually paid or received, and what you should have paid or received if we had carried out your order in accordance with these terms and conditions.

15. We will not be responsible for any delays, losses, costs, damages or expenses you suffer in the event of a 'force majeure' - meaning any failure, interruption or delay in the performance of our obligations as a result of

- industrial action,
- the malfunction or failure of any telecoms or computer service, or CREST
- the failure of third parties to carry out their obligations
- the activities of government or international authorities, including changes in law or regulations
- the circumstances contemplated by paragraph 6.3, or
- any other event or circumstance not within our reasonable control

provided, where relevant, that we have complied with the FSA Rules on business continuity.

If this type of situation arises, however, we will remedy the situation as soon as reasonably possible.

16. We will be entitled to keep any gains made in the process of correcting mistaken share deals, which would include buying or selling shares at the prevailing market price without an instruction from you.

17. We will send any documents, at your risk, by post to your registered address. Neither we nor the company will be responsible for any document before it reaches us or after we have sent it to you.

18. Our policy on conflicts of interest

It is possible we will carry out transactions or other business with you, or for you, that could involve a conflict in our duty towards you.

For instance, we or an associate might have a material interest in the transaction, or a business relationship with another party to it.

To deal with such situations, we follow a strict policy:

- we take all reasonable steps to identify and manage any potential or actual conflicts of interest that might arise
- if we are unable, in a particular set of circumstances, to rule out the risk that you could be disadvantaged, we will wherever possible explain the potential conflict of interest to you beforehand

You're welcome to call and ask us for a printed copy of our policy concerning possible conflicts of interest.

At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with the process explained above.

Nothing in these terms and conditions will prevent us carrying out services for others.

19. Protecting your personal data

19.1 You agree that we may keep the personal details that you or others give us during your relationship with us on an Equiniti Financial Services Limited database. These details may include

- information that you or your agents give us on application forms, in letters, via
- electronic messages or over the phone
- what we know from providing you with services and analysing the transactions you carry out through us
- information that comes to us from credit reference and fraud detection
- agencies or services, and registration or stockbroking industry exchanges
- information we receive from our client companies or their agents.

We may store, use and process your personal information in order to

- assess your application to participate in this service
- provide you with the service set out in these terms and conditions and other services
- identify other products and services that might be suitable for you
- keep our records about you up to date
- check your identity
- prevent and detect fraud and/or money laundering
- recover debts, and
- carry out research and statistical analysis about our services and how we might improve them. Sometimes we may use an outside market research agency to do this for us, in which case we undertake to ensure that they appropriately protect any personal customer data we share with them.

Unless you tell us not to, we may share your information within the Equiniti group and we or they may write to you about

- Equiniti group products and services we believe may interest you. Our group includes all companies with the Equiniti name and associated companies
- selected products and services from third party businesses we know and trust.

If you prefer not to receive this kind of information, simply let us know by calling 0870 607 0636.

19.2 Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee. If you think any information we hold about you is inaccurate, don't hesitate to let us know so that we can correct it.

19.3 The information we hold about you is confidential. We will only ever disclose it outside the Equiniti group

- at your request or with your consent
- in line with paragraph 19.1 above
- if the law requires or permits disclosure, or there is a duty to the public to reveal it
- if we are asked to do so by the FSA, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas
- to investigate or prevent fraud or other crimes
- to the company so that they can update their own records about you
- to our agents and others in connection with running accounts and other services for you
- to any company to whom we propose to transfer our obligations and rights in line with paragraph 27 of these terms and conditions.

We may administer your account and provide you with some services via agencies in countries outside the European Economic Area (EEA), such as India or the USA, where data protection laws and standards differ from those in the UK. But even if we are processing your personal details outside the EEA;

- there will always be a contract in place to ensure that such information is appropriately protected, and
- we will continue to be strictly bound by the UK's Data Protection Act 1998.

19.4 We monitor and record some phone calls in case we need to check we have carried out your instructions correctly, to help maintain our quality standards and for security purposes.

20. Two working days after completion of your transaction, we will send you a sale advice, together with a cheque for your net sale proceeds. We will make cheques payable to the registered shareholder/s. We cannot accept an instruction to make them payable to anyone else. You should keep all transaction advices for tax purposes.

21. You will not earn interest on the cash balances we hold on your behalf. We will keep any interest earned or any equivalent fee that the bank in question pays us.

All cash balances will be held by us as client money under the FSA Rules and as follows:

- we will deposit the cash in the UK with an authorised bank,
- the bank will hold the cash on our behalf in a trust account separate to any account used to hold money belonging to us in our own right,
- we will not, however, be responsible for any acts or omissions of the bank,
- if the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them.

If we are holding cash, whether client money or not, we may withdraw the cash and apply it towards paying fees, charges, and other sums due to us.

If any cash balances are unclaimed for 12 or more years, we will be entitled to pay them out to one or more charities of our choice.

22. You will be classified for the purposes of the FSA Rules as a retail client.

If, however, you would otherwise be an eligible counterparty or a professional client, you may not necessarily have the rights of a retail client under the Financial Services Compensation Scheme. For more information on complaints/compensation, please see paragraph 24 of these terms and conditions

23. We reserve the right to extend or end the service.

24. If you have a complaint of any kind, please let us know. We will do our utmost to sort it out. Please put your complaint in writing to us at:

Service Quality Team,
Equiniti,
PO Box 4608,
Worthing,
West Sussex BN99 6NZ

If we cannot resolve the issue between us, you may – if you are eligible – ask the independent Financial Ombudsman Service to review your complaint. Our leaflet '*How to voice your concerns*' has more details about our complaints procedure. You're welcome to ask us for a copy at any time.

We are a member of the Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000. If we cannot meet our obligations, you may be entitled to compensation from the scheme. This will depend on the type of agreement you have with us and the circumstances of the claim. Most types of investment business are covered for 100 per cent of the first £30,000 and for 90 per cent of the next £20,000. So the maximum compensation is £48,000. For more details about the Financial Services Compensation Scheme;

- call the helpline on 020 7892 7300
- go to its website at www.fscs.org.uk
- write to FSCS, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN

25. The language of any agreements and transactions between you and us under these terms and conditions will be English. We will always communicate with you in English.

Please address all letters, instructions, notices and other documents for us to:

Equiniti,
Aspect House,
Spencer Road,
Lancing,
West Sussex BN99 6DA

26. These terms and conditions are governed by English law. You agree that any disputes relating to this agreement may only be dealt with by the courts of England and Wales.

27. In accepting these terms and conditions you agree that we may transfer our obligations under this agreement to any other company, if that other company writes to you and undertakes to carry out all our duties and obligations under this agreement. If it does so, you agree that we will be released from all those duties and obligations that such company has undertaken to carry out. We shall satisfy ourselves that any such company is competent to carry out those functions and duties transferred and is authorised to do so by the FSA, if such authorisation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the cash, investments and information we hold under these terms and conditions to the third party or its nominee.