

# TERMS AND CONDITIONS

## 1. Definitions

For the purpose of these terms and Conditions the definitions below shall bear the following meanings unless otherwise stated.

- (a) The "company" shall mean Recycle Force Ltd.
- (b) The "customer" shall mean the person, business or partnership mentioned overleaf in "customer invoice details".
- (c) The "equipment" shall mean any container hired to the customer for the purposes of waste collection/recycling by the company.
- (d) The "service" shall mean the collection and disposal of waste/materials on behalf of the customer.

## 2. Appointment

This contract is for waste collection services as specified overleaf between Recycle Force Ltd. and the "customer" that agree to be bound by any terms & conditions unless written agreement states otherwise.

## 3. Duration

This contract is valid for an initial period of twelve months following the date of commencement as shown in "additional details" overleaf and thereafter until termination in accordance with the terms of condition 7 (a).

## 4. The Waste

The customer shall ensure that the material disposed of is that as described in "waste description" overleaf. Should the waste change throughout the term of the contract the customer must inform Recycle Force Ltd in advance of collection.

## 5. Health and Safety

- (a) Before any work is to commence the customer must inform Recycle Force Ltd of any site-specific health and safety requirements, risks or dangers that could affect the company or its employees during the normal course of the Service.
- (b) The company reserves the right not to service a customers site should they feel it could put at risk any people or property.

## 6. Containers

- (a) Should the following conditions not be adhered to the company reserves the right to claim for damages arising from such activities.
  - (i) The container must not be overloaded or loaded in a way that could be deemed as unsafe.
  - (ii) The container must remain on customers premises at all times and not the public highway.
  - (iii) The customer must ensure the container/s or equipment is insured against the risk of loss or damage for its full replacement value.
  - (iv) The customer is responsible for the safekeeping of the container/s or equipment on hire against any loss or damage whilst not under control or care of the company.

## 7. Termination

- (a) The customer may terminate this agreement giving no less than 90 days written notice prior to anniversary date.
- (b) Recycle Force Ltd may terminate with immediate effect this contract at anytime giving written notice to the customer in the event of
  - (i) The customer being overdue any payment as agreed in the terms of condition 8.
  - (ii) The customer being in breach of the terms in this contract.
- (c) Should the customer wish to terminate this contract outside of the 90 days notice period required then Recycle Force Ltd are entitled to recover damages equal to the value of the remaining term of the contract from date of receipt of written termination to next anniversary of commencement of the service start week as specified in "additional details" overleaf.
- (d) Recycle Force Ltd reserves the right to recover any costs incurred from the customer that are directly related to the cancellation of the contract

due to a breach of the terms.

## 8. Charges

- (a) The company will invoice in accordance with the "service details" overleaf the customer for payment within 30 (thirty) days of date of invoice.
- (b) The charges as set out in the service details overleaf are exclusive of VAT that will be added to the invoice at the prevailing rate.
- (c) The company reserves the right to cease service should the customer be late with payment.
- (d) The company reserves the right to alter the charges at anytime by giving the customer at least 30 days written notice to recover any of the following items or sooner where less notice is given to the company for a relevant charge.
  - (i) Increased vehicle fuel costs (including vehicle fuel tax).
  - (ii) Increased disposal costs (including landfill tax).
  - (iii) A change in value of recovered materials, distance travelled, or quantity of waste collected.
  - (iv) Other associated costs.

## 9. Payment Terms

- (a) The Charge will be calculated as stated overleaf. The amounts stated overleaf are exclusive of VAT and Customer shall pay all sums due in respect of VAT in accordance with the invoice for the Service. Recycle Force will ensure that each invoice for the Service contains adequate details of the VAT charged.
- (b) All payments for the Service shall be due and payable within 30 days of the date of the invoice for the Service. All payments made by the Customer under this agreement shall be made in full without any set-off or counter-claim whatever and the time of payment shall be of the essence of this agreement.
- (c) Any sums which are not paid by the due date shall thereafter attract interest on a daily basis at a rate of 4% per annum above the base lending rate for the time being of Barclays Bank plc. Without prejudice to Recycle Force's other rights in respect thereof, if the Customer defaults in payment by the due date of any amount invoiced for the Service. Recycle Force shall be entitled to withhold further performance of this agreement until all arrears have been discharged by the Customer.
- (d) The Customer shall not be entitled to dispute any payment made. The Customer agrees that Recycle Force's records will be proof of the Service provided.
- (e) Without prejudice to any other rights of Recycle Force, if there is or there arises reason to doubt that amounts due from the Customer will be paid in full then Recycle Force reserves the right to require payment in advance before commencing or continuing the Service, or at its sole discretion Recycle Force may terminate the agreement forthwith.

## 10. Miscellaneous

- (a) The company may at any time engage the services of other sub-contractors to fulfill the terms of this contract.
- (b) The company reserves the right to alter the days of service to suit operational requirements which whenever possible will be notified to the customer in advance of collection.
- (c) The company reserves the right to reschedule any collection to the earliest possible opportunity following any breakdown, obstruction, bank or public holiday, or any other circumstance beyond their control.
- (d) The company may at any time charge for any additional services provided to the customer that are not otherwise covered by the service contract overleaf.
- (e) This contract shall be governed by the laws of England giving the courts of England and Wales exclusive jurisdiction.
- (f) The customer shall be responsible for ensuring compliance with the Environmental Protection Act 1990 and the Health & Safety at Work Act 1974.