

TERMS & CONDITIONS

Recycling First Ltd • Waste Management Solutions • Company Registration: 13061064

Registered Waste Broker (Environment Agency Licence Number: **CBDU366674**)

Operating Addresses: Unit 1, Amelia Court, Swanton Close, Retford, DN22 7HJ & 6 Heather Court, Shaw Wood Way, Wheatley Hills, Doncaster, DN2 5YL

These Terms and Conditions ("Terms") are contractually agreed between **Recycling First Ltd** ("We", "Us", "Our", "Recycling First") and **You, the Customer** ("You", "Your"). These Terms are set out to ensure that You can be entirely sure that We will make arrangements for You to transport, collect, handle, store, dispose of, or otherwise deal with waste and Controlled Waste as instructed by yourselves on Your behalf. We utilise licensed subcontractors to provide the physical logistics services requested. We will notify you in writing if any changes are made to these terms, and newly issued Terms will apply strictly to subsequent requests for Service.

1. DEFINITIONS

Words used in these Terms shall have the specific meanings given below:

- **'Charges'**: Any fees payable by You for Services as set out in the Quote, Service Form, or as confirmed in writing under clause 2.
- **'Contracted'**: Where Services on the Site are scheduled for an ongoing, continuous period in excess of three (3) months.
- **'Controlled Waste'**: Any waste produced from household, commercial, retail, industrial, and construction Sites falling under statutory environmental controls and legislation.
- **'Environmental Acts'**: Current and future legislation, (including Acts, Regulations, amendments, and statutory Codes of Practice) with a direct impact on waste brokerage, transport, processing, waste disposal, and any aspect of the execution of the Services.
- **'Environmental Documentation'**: Statutory papers required under the Environmental Acts (such as Duty of Care Controlled Waste Transfer Notes, hazardous waste consignment profiles, and tracking documents) as set out in clause 5 below.
- **'Services'**: Waste brokerage, logistical management, transport coordination, and disposal scheduling services provided in accordance with these Terms, designated as either Contracted or Short-Term for each specific Site.
- **'Short-Term'**: Where specific Services are required that are temporary or one-off in nature, or scheduled for a continuous period of less than three (3) months.
- **'Site(s)'**: The delivery address(es), physical footprints, and storage locations designated for the Service(s).
- **'Subcontractors'**: The specialised, licensed waste transport and disposal operators We select to execute the physical handling, hauling, and tipping Services.
- **'Waste Container'**: Any skip, bin, compacting unit, rear-end loader, roll-on roll-off, or waste disposal container provided for site placement by the subcontractor.

2. AGREEING SERVICES AND CHANGES TO SERVICES

2.1 Request Process: We acknowledge that different Customers wish to use different operational methods to engage Services. Any request for Services will only become contractually binding on Us when one of the following standard compliance pathways has been explicitly fulfilled:

- An agreed Service Form or Credit Application has been signed by both You and Us; or
- A telephone, email, or online request has been formally issued by You, followed by a detailed confirmatory email from Us specifying the targeted Site(s), applicable Charge(s), expected waste stream criteria, and whether the Services are designated as Short-Term or Contracted.

2.2 Service Modifications: Your operational requirements for a Site may change over time. If You request an operational modification via email or telephone, We will issue an electronic response detailing the structural changes to pricing, additional container requirements, updated handling parameters, or revised environmental papers requiring execution. Unless You notify us by email within 48 hours that you do not wish to proceed, the modification will immediately become binding on both parties, and We will confirm the exact schedule on which the change will be actioned.

2.3 Provider Framework: You agree to engage Us as Your primary provider for the waste brokerage streams agreed under an active Service order. However, if We or Our subcontractors cannot fulfil a localised short-term requirement within a necessary operational timeline, You reserve the right to obtain alternative assistance upon prior written approval from Us, which approval shall not be unreasonably withheld.

3. OUR RESPONSIBILITIES

3.1 Licensing and Compliance: As a registered waste broker, We thoroughly evaluate Our network to ensure that all subcontractors are fully licensed and registered in strict accordance with Environment Agency regulations and the Environmental Acts. We contractually demand that they carry out all physical logistics lawfully and safely dispose of waste within environmental statutes.

3.2 Operational Efficiency: We will use all reasonable endeavours to comply with Your requested schedules quickly and efficiently. However, We shall not be contractually obliged to guarantee or supply short-term or ad-hoc services unless given at least 24 to 48 hours' notice prior to deployment.

3.3 Documentation Auditing: Subject to Your provision of accurate site details, We will complete, maintain, and store appropriate Environmental Documentation. We reserve the right to cross-reference and verify that the physical Controlled Waste completely complies with the technical descriptions in the paperwork. On these occasions, We will report any anomalies to Your Site manager.

3.4 Right of Refusal: We reserve an absolute right to refuse to deal with, transport, or process any Controlled Waste or cross-contaminated material which does not strictly accord with the accompanying Environmental Documentation or statutory parameters.

4. YOUR RESPONSIBILITIES

4.1 On-Site Container Security: You must take all necessary and reasonable steps to ensure that all Controlled Waste and Waste Containers are kept safe, protected, and structurally maintained while on Your Site. This includes:

- The active prevention of corrosion, physical wear, or mechanical damage to the Waste Containers;

- Protecting the waste materials from accidentally spilling over, leaking, or causing inadvertent leaching due to unprotected exposure to rainfall;
- Ensuring that accidents or weather factors do not break contained Controlled Waste open or allow elements to escape, blow away, or fall during storage or transit;
- Preventing the scavenging, disturbance, or handling of Controlled Waste by vandals, thieves, children, trespassers, or animals;
- Ensuring that containers are loaded completely evenly (level loads only) and strictly preventing overfilling or overloading beyond physical or legal volume limits;
- Ensuring that you do not deface the Waste Container or remove/obscure any commercial signage, regulatory data plates, or fluorescent safety markings belonging to the subcontractor.

4.2 Health and Safety: You acknowledge that You remain solely responsible for the health, safety, and welfare of Your workers, personnel, and any other persons who may be affected by Your actions in connection with the placement, handling, filling, storage, transport, and access to Controlled Waste and Waste Containers on Your designated Site. You must manage the correct use of any beacons, hazard lights, traffic cones, or warning signs if supplied by yourselves or required by local ordinances.

4.3 Packaging and Information: Unless explicitly structured otherwise when booking, You remain responsible for packing and preparing Controlled Waste to guarantee it remains completely contained and cannot escape transit. You must cooperate fully with Us, provide prompt, transparent responses to information requests, and supply all technical data needed to complete the regulatory papers.

4.4 Performance Reporting: You are obligated to monitor on-site operations and report to Us immediately if you suspect or notice that a subcontractor is failing to fulfil their duties correctly, safely, efficiently, or in compliance with environmental regulations (e.g., suspected unlawful mistreatment of waste).

4.5 Insurance: You must maintain comprehensive public liability and operational insurance coverage covering Your risk profiles and site-side responsibilities. We reserve the right to request a formal copy of your insurance certificates at any time.

5. ENVIRONMENTAL DOCUMENTATION

5.1 Statutory Retention: Environmental Legislation obligates Us to document and securely store verified waste tracking records. Non-hazardous waste Transfer Notes must be held for a minimum of two (2) years, and hazardous waste consignment notes must be held for a minimum of three (3) years.

5.2 Data Integrity and Warranties: The Environmental Documentation must be physically or electronically signed by You or Your authorised Agent once verified. You warrant that all information supplied by You is entirely true, accurate, and correct. This documentation encompasses: Site parameters, precise quantities, date of transfer, exact waste stream identification, chemical or physical analysis profiles, special container or transport criteria, details of the waste generator, and indicators of whether the material will react dangerously with other elements at a disposal site.

5.3 Note Continuity: We utilise this structural data to generate a formal Transfer Note. If the continuous waste stream characteristics do not change, an annual Transfer Note remains valid for a maximum period of one (1) year. You bear sole responsibility for informing Us immediately of any logistical or material changes that require updates to the active papers.

6. DELIVERY AND SITE ACCESS

6.1 Access Authorisation: You grant Us, Our chosen subcontractors, and Our authorised agents unrestricted access to the designated Site at all reasonable times to deliver, exchange, empty, manage, or remove Waste Containers.

6.2 Suitability of Access Routes: You will use all reasonable endeavours to ensure that safe, suitable access to the Site is structurally maintained and that the area designated for container placement is fit for purpose and accessible by commercial multi-axle heavy goods vehicles. This includes taking full consideration of vehicle tracking, clearance, parking constraints, turning circles, reversing capabilities, overhead obstructions, and safe loading/unloading zones.

6.3 Aborted Operations: We or the subcontractor reserve the absolute right to refuse to enter a Site or execute a delivery/collection cycle if the access path or operational layout is considered genuinely unsafe or likely to cause structural damage to the transport vehicle, equipment, or on-site property. Aborted cycles driven by access failures will generate ancillary charges under Section 7.

6.4 Delivery Beyond Property Lines: You accept full responsibility for Waste Containers delivered in accordance with Your instructions, including scenarios where equipment must be positioned outside Your private site perimeter, on communal access areas, or on a public highway.

6.5 Risk and Physical Title: All physical risk for damage, loss, vandalism, theft, or destruction of a Waste Container passes to and remains with You from the exact moment of delivery to the Site until its physical removal by the subcontractor. This risk transfer is absolute, except where the loss or damage results directly from the proven negligence or willful default of Us or the subcontractor. Upon successful collection, ownership of the Controlled Waste passes to the subcontractor, provided this transfer does not retroactively absolve You of liability for misdescribed or illicitly hidden waste streams.

6.6 Automated Proof of Service: While physical or digital signatures from Your site manager are preferred, if an authorised signatory is unavailable on-site during a scheduled cycle, a verified vehicle GPS tracking report and automated timestamps tracking the vehicle's position within your boundary will be contractually accepted as conclusive evidence that the service cycle took place.

7. CHARGES, PAYMENTS, AND ANCILLARY SURCHARGES

7.1 Invoicing and Payment Terms: You agree to settle all Charges in accordance with the credit limits and frameworks set out on Your formal credit application. Invoices will be generated on a weekly or monthly cycle. The full sum shown on an invoice is strictly due for payment within thirty (30) days from the date of the invoice.

7.2 No Set-Off Rights: If a localised billing dispute arises, You must pay all undisputed balances. You are not contractually entitled to make any arbitrary financial reduction, withholding, counter-claim, or set-off against any outstanding sum due to Us because of an active dispute on a separate invoice or operational claim.

7.3 Service Suspension: We reserve the absolute right to completely remove all On-Hire services from Your active Sites or to suspend downstream brokerage allocations if any undisputed Charge remains unpaid past its contractual Due Date. You will be held completely responsible for any additional costs, container recovery fees, or municipal penalties triggered by such an intervention.

7.4 Rate Adjustments and Validity: All commercial quotations are valid for thirty (30) days and are structured strictly exclusive of VAT (which remains payable by You with adequate line-item tracking on Our invoices). Quotes are generated based entirely on data supplied by You and are subject to equipment availability at call-

off. In the event of extraordinary cost shocks, We reserve the right to vary active service charges by providing fourteen (14) days' written notice to match external increases in fuel duty, landfill gate fees, environmental taxes, or structural changes to Government Policy.

7.5 Asset Rental Trigger: If a Waste Container is placed on a Site and remains entirely static with no physical movement, exchange, or collection cycle for a continuous period of four (4) weeks, We reserve the right to apply an ongoing weekly or monthly commercial asset rental fee.

7.6 Detailed Operational Surcharges: To maintain transport network equilibrium, the following distinct ancillary charges will be added to your account upon occurrence:

Wasted Journeys: Applied at a standard fixed transport rate if a vehicle arrives to deliver, switch, or collect equipment but is turned away or unable to complete the task due to restricted site access, physical blockades, locked perimeters, unsafe ground, or overfilled weight conditions.

Waiting Time Surcharges: Applied on a per-minute or pro-rata hourly basis if a transport vehicle is delayed on Your site past the standard allocated loading/unloading buffer due to factors entirely within Your site management's control.

Access Complexity Fees: Applied if specific physical obstacles on site require specialised non-standard vehicle manoeuvring, equipment rigging, or auxiliary handling to safely secure or extract a container.

Overfilled/Overloaded Penalties: Containers must be level loads only. If a container is overfilled beyond its walls or violates legal highway weight limits, the subcontractor may refuse transit or apply surcharges for manual remediation or advanced transit risks.

Waste Material Differentials: If post-collection analysis at the transfer facility proves that the waste streams vary from descriptions on the Environmental Documentation, additional surcharges will apply to cover complex segregation, specialised decontamination, or alternative disposal fees.

STRICT MIXED WASTE EXCLUSIONS & CONTAMINATION RISKS

Standard commercial mixed-waste pricing structures explicitly **exclude** difficult, specialised, or hazardous materials. If any of the following items are discovered within a mixed-waste container, severe contamination surcharges, facility penalties, or sorting fees will be applied, or the load will be rejected at Your expense:

Asbestos, Insulation, Tarmac, Resin products, Ceiling/Carpet tiles, Felt & Fabrics, Fridges, Freezers, Tyres, Liquids, Electrical items (WEEE), Gas bottles / Aerosols / Extinguishers, Mattresses, Fluorescent tubes, Bulbs, Lamps, Ceramics/Floor tiles, Computer tiles, Textiles, Hazardous waste, Paint / Paint tins, Fire damage waste, Japanese Knotweed, Soft Furnishings, POPs (Persistent Organic Pollutants), and Food waste. Plasterboard found within a mixed-waste or segregated skip container will have specific contamination charges applied. This list is not exhaustive; any difficult or atypical items must be checked with Us prior to booking.

8. TERM AND TERMINATION

8.1 Duration: These Terms enter into force from the exact date Your first request for Services is confirmed by Us and shall govern all subsequent short-term assignments or contracted frameworks.

8.2 Termination for Convenience:

- **Short-Term Services:** May be formally terminated by either party providing forty-eight (48) hours' written or verbal notice to the other. You agree to settle all accumulated Charges up to the point of notice expiry.

- **Ongoing/Contracted Services:** May be terminated by either party providing thirty (30) days' explicit written notice to the other party. No automatic multi-year rolling renewal clauses, minimum notification window traps, or arbitrary percentage-based exit penalties apply under this consolidated framework.

8.3 Immediate Termination for Cause: We reserve the right to issue immediate written notice terminating the service framework, active orders, or credit privileges if:

- You commit any material breach of these Terms and fail entirely to remedy said breach within twenty-one (21) days of receiving written notification to do so; or
- You have a winding-up petition presented against your business, enter into compulsory or voluntary liquidation, make formal arrangements with creditors, petition for an administration order, have a receiver or manager appointed over assets, or generally become unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; or
- Your financial capability deteriorates to an extent where, in Our objective assessment, your structural capability to fulfil payment obligations under these Terms is placed in immediate jeopardy.

9. LIABILITIES AND INDEMNITIES

9.1 Quality Warranty: The Waste Containers provided shall be deemed to be delivered in good working order and structurally fit for purpose (excluding defects not discoverable by reasonable examination) unless You formally notify Us of an equipment defect within three (3) working days of its placement on the Site.

9.2 Uncapped Statutory Responsibilities: Nothing contained within this agreement shall operate to limit, exclude, or restrict either party's legal liability for death or personal injury caused directly by its proven negligence, fraud, fraudulent misrepresentation, or any other liability which cannot be limited or excluded under applicable English law.

9.3 Property and Consequential Loss: We shall not be held liable to You for any property damage, loss of containers, nuisance, or site interference, nor for any loss of profit, loss of revenue, anticipated savings, commercial goodwill, or indirect or consequential losses, save where such damage or loss results directly from the proven negligence or willful default of Us or Our subcontractor. You agree to promptly make good all structural loss or damage to a container occurring on Your site, excluding fair wear-and-tear and damage caused directly by the subcontractor's vehicles.

9.4 Financial Cap: Subject to Clause 9.2, Our maximum collective aggregate liability for all claims based on events in any single calendar year arising out of or in connection with the provision of the Services, whether in contract, tort (including negligence), or otherwise, shall in no circumstances exceed 100% of the total financial Charges paid by You to Us during that specific calendar year.

9.5 Third-Party Limitations: We shall not accept liability to You in the event that an independent licensed third-party waste transfer station or landfill facility fails to operate or maintain its site in accordance with Environmental Acts.

9.6 Specialised Placement Indemnity: If You instruct Us that a Waste Container must be placed in a position requiring a transport vehicle to leave the public highway (such as entering a private driveway, internal yard, or site boundary), You agree to indemnify and hold Us and the subcontractor harmless against any direct losses, costs, claims, or damages incurred to the transport vehicle, the container, Your private structures, the road surface, internal pavements, or underground services. Permits, highway licences, or parking suspensions

required for highway placement remain the primary responsibility of the hirer, though We may assist in arranging them on your behalf.

9.7 General Indemnity: You agree to indemnify, defend, and hold Us harmless against any third-party personal injury claims, administrative actions, regulatory fines, direct costs, and legal fees arising from Your proven negligence, unauthorised waste misdescription, breaches of on-site safety duties, or lack of explicit legal authority to clear waste from the Site.

10. DEBT RECOVERY, DISPUTES, AND LAW

10.1 Invoice Dispute Protocol: If you wish to challenge an invoice, You must submit a formal dispute notice in writing within thirty (30) days of receipt. The notice must contain clear, sufficient details to allow Us to evaluate the nature and extent of the dispute.

10.2 Mediation/ADR: If an invoice or service dispute cannot be resolved through routine commercial negotiation, the parties agree to attempt to resolve the matter in good faith through mediation or an Alternative Dispute Resolution (ADR) procedure recommended by the Centre for Effective Dispute Resolution (CEDR). Administrative costs of the mediation process will be split equally (50/50) between Us and You.

10.3 Litigation and Legal Fees: If a dispute cannot be resolved via mediation within 30 days of initiation, or if a dispute arises purely from non-payment of an undisputed bill, the matter shall be decided by the Courts of England and Wales. If it becomes necessary to issue formal court proceedings to recover outstanding balances, and We obtain a Court Order confirming Your liability to Us in full or part, You contractually agree to pay all of Our legal costs, administrative charges, and court fees associated with the recovery action. We reserve the right to appoint a professional third-party debt recovery agent to seek outstanding balances, with all recovery costs sought from You.

10.4 Credit Insurance Reporting: We operate under commercial credit underwriting guidelines. We are obligated to report any unpaid, undisputed invoices to Our insurers should balances remain outstanding past forty-five (45) to sixty (60) days from the invoice date.

10.5 Governing Law: These Terms and any contractual or non-contractual obligations arising out of them shall be governed by and construed in accordance with the laws of **England and Wales**, and both parties submit to the exclusive jurisdiction of the English Courts.

11. GENERAL PROVISIONS

11.1 Force Majeure: Neither party shall be liable for any delay, failure, or interruption in performing its duties under these Terms caused directly by circumstances beyond its reasonable control, including acts of God, extreme weather, labour strikes, or state-level regulatory interventions.

11.2 Rights of Third Parties: The parties agree that any person or corporate entity who is not a direct party to these Terms shall have no right to enforce any element of this contract under the Contracts (Rights of Third Parties) Act 1999.

11.3 Entire Contract: These Terms represent the entire contractual understanding between the parties relating to this subject matter and completely supersede all prior informal discussions, written quotes, arrangements, or undertakings. You agree that You will have no remedy in respect of any untrue statement relied upon when entering these terms (unless made fraudulently), and Your only remedies rest in breach of contract.

11.4 Severability: If any specific clause or sub-clause within these Terms is held to be unlawful, invalid, or legally unenforceable by a court of competent jurisdiction, that specific provision shall be struck out, and the remainder of these Terms shall continue in full force and effect.

11.5 Non-Waiver: No delay, neglect, or forbearance by either party in enforcing any right or remedy under these Terms shall be construed as a waiver of that right, nor shall it prejudice or restrict those rights in subsequent instances.

11.6 Assignment Restrictions: You may not assign, transfer, or delegate your rights or obligations under these terms to any separate business entity or third party without Our prior written consent.