

Recolight Service Level Agreement

For Collection Points, container lease and Ad Hoc collections
Effective August 2018



In this agreement

1. General	1
2. Access to sites	2
3. Waste luminaire collections	2
4. Waste battery collections	3
5. Containers	3
6. Staffing and facilities	3
7. Scheduling of Collections & Associated Service Level	4
8. Unacceptable levels of Contamination	4
9. Health and Safety	5
10. Environmental Standards	5
11. Complaints	5
12. Membership Term and Termination	5
13. Limitation of Liability	8
14. Audit & Review	8
15. Payments	8
16. Feedback	8
17. Notices	8
18. Entire Agreement	9
Appendix 1	10

1. General

- 1.1 This document represents a mutual Collection Point Agreement ("the Agreement") between those companies ("Operators") who wish to operate Collection Points ("CP") in the Recolight collection network and Recolight Ltd ("Recolight"), for the collection by Recolight and its subcontractors of waste electrical and electronic equipment ("WEEE") including gas discharge and LED lamps ("Waste Lamps") waste luminaires ("Waste Luminaires") waste batteries ("Waste Batteries") and other types of General WEEE.
- 1.2 In this agreement any reference to any legislation or statutory instrument shall include such legislation or statutory instrument as amended from time to time.
- 1.3 This Agreement does not modify or interpret any requirements of the legislation.
- 1.4 The Operators of the CPs have the sole responsibility for the running of their sites, including (without limitation) site layout and facilities, the compliance of their sites with all laws and any applicable requirements, obtaining and complying with the appropriate permits/licences/exemptions relevant to the storage or collection of Waste Lamps and/or Waste Luminaires and/or Waste Batteries and/or General WEEE at the site and ensuring that all containers placed on the site on behalf of Recolight are insured against partial or complete loss or damage and that all costs of replacement, repair and associated activities are met by the Operator or CP or their insurer. By accepting these terms and conditions, you also confirm that you have read and understood the compliance guidance as published on our website including guidance for the handling and storage of sodium lamps, batteries, WEEE containing batteries and General WEEE.
- 1.5 For each loss/damage beyond repair of any container, charges stated in Schedule 1 will be invoiced to and paid to Recolight by the Operator. If the Operator believes that containers have been delivered in a damaged condition, Recolight must be notified in writing within 2 working days.
- 1.6 If the Operator collects a minimum of Waste Lamps every three months as stated in Appendix 1, Recolight may provide the Operator with a waste lamp container on a free of charge basis. The Operator is responsible for ensuring that each site that receives a free of charge container complies with the criteria established by Recolight from time to time, including (without limitation) the continuing requirement to collect the minimum of Waste Lamps every three months as stated in Appendix 1 in such waste lamp container.

Recolight Service Level Agreement

For Collection Points, container lease and Ad Hoc collections
Effective August 2018



- 1.7 If the Operator does not qualify for a free container in accordance with section 1.6, then the Operator may request Recolight, and Recolight may agree to provide the Operator with one or more containers, after payment by the Operator to Recolight of the appropriate deposit/lease charge stated in Schedule 1.
 - 1.8 By accepting the Recolight service and/or delivery and collection of containers by Recolight's nominated contractors, the Operator accepts the conditions of this Agreement and shall take good care of the containers placed on their site on behalf of Recolight.
 - 1.9 Recolight will from time to time nominate Contractors to service a CP as required. Recolight has the right to change contractors servicing any CP at any time and will endeavour to provide prior notification to the operation of any such change.
 - 1.10 Each site will either be "open" – publicised on the Recolight website, or "dedicated" – not publicised on the Recolight website as determined from time to time by the Operator and notified to Recolight.
 - 1.11 It is anticipated that collection from a user, production of additional paperwork and value adding services may, depending upon circumstances, be chargeable to the user by the Operator or CP. Any such arrangement would be directly between the Operator or CP and the user and not part of this Collection Point Agreement and would not involve Recolight in any way.
 - 1.12 The text of this agreement is made available online through the Recoweb online portal. By ticking the box to accept these terms and conditions, the Operator agrees to be bound by the terms of this agreement.
 - 1.13 Recolight reserve the right to take whatever steps it considers necessary, including (without limitation) legal action where invoices issued to the Operator have not been paid within the specified payment terms on the relevant Recolight invoice. Recolight may also choose to remove the CP from the Recolight network and may choose to remove the containers provided and the Operator/CP shall make available such containers to Recolight during normal business hours on demand. Where containers are inaccessible or otherwise presented in a condition that prevents their being uplifted upon demand, Recolight reserve the right to pass on charges for failed collection and loss of containers.
 - 1.14 The Operator acknowledges that Recolight is entitled to retain and has ownership of all WEEE Evidence Notes issued in respect of all the WEEE collected by Recolight under this Agreement.
- 2. Access to Sites**
- 2.1 Operators agree that Recolight nominated contractors are to be given necessary and appropriate access to the CP as required for collection and delivery of containers with the agreement of the CP which the Operator will not be unreasonably withheld or delayed. Where a failed or part-failed collection or container delivery occurs (e.g. Recolight Contractor is refused entry to site) or if the Operator or CP refuses or delays a Recolight contractor by more than 15 minutes when delivering or collecting a container, a failed collection / delivery charge will be invoiced to and paid by the Operator as stated in Schedule 1, and the collection or delivery will need to be rescheduled according to Recolight's standard lead times. Where a Recolight supplier has incurred a penalty charge notice, Recolight reserve the right to invoice the Operator for such charges and the Operator shall pay those charges to Recolight.
 - 2.2 Where Waste Lamps are delivered in reasonable condition via the appropriate point of entry (e.g. trade counter) the CP must receive the waste free of charge except for any administration charges relating to consignment notes. As an open site, the Operator must accept waste lamps from any business meeting the above requirements.
 - 2.3 Recolight reserves the right to remove containers from a CP at its' discretion at any time (e.g. without limitation where the Operator and/or CP becomes insolvent, where the CP and/or Operator has not paid Recolight invoices by the due date or if a CP does not comply with Recolight's minimum collection requirements specified in section 1.6).

Recolight Service Level Agreement

For Collection Points, container lease and Ad Hoc collections
Effective August 2018



3. **Waste Luminaire collections where requested of Recolight or by the Operator in writing**

- 3.1 Waste Gas Discharge Lamps (such as fluorescent, sodium and HID lamps) and Waste Batteries must be separated from Waste Luminaires and handled, made safe (where necessary), stored and disposed of according to Recolight published guidance and other relevant good practise.
- 3.2 Prior to commencement of any Waste Luminaire collections, the Operator shall procure that the CP shall contact Recolight to request Recolight's agreement to the implementation of this service. Proof of obligation may be required by Recolight, in accordance with the WEEE regulations 2013 before Waste Luminaire collections take place.
- 3.3 In the event of a delay in project commencement at any CP the Operator shall notify Recolight at least 3 working days prior to scheduled service start-up.
- 3.4 Where Recolight has agreed to collect Waste Luminaires, and there are or will be more than the weight of Waste Luminaires as stated in Appendix 1, Recolight will deliver a skip or other suitable container specifically intended for Waste Luminaires to the CP site.
- 3.5 The Operator may request in writing delivery or collection on a nominated date, and Recolight will endeavour to comply with this request, but does not undertake to meet the date.
- 3.6 Where one or more Containers are supplied by Recolight for a one-off collection or on a short term arrangement of up to six months the Contract will start on the invoice date and the Operator shall either be invoiced the cost of the Container(s) at the commencement of the contract or, if agreed in writing by Recolight, on an account basis. Upon return of the container to Recolight without prejudice to section 12.3 a rebate as set out in Appendix 1 may be paid at Recolight's discretion to the Operator.
- 3.7 Where one or more Containers are supplied by Recolight for a contract lasting for such period as is stated in Appendix 1 the Contract will start on your acceptance of this Agreement under section 1.12 and the Operator shall either be invoiced the cost of the Container(s) at the commencement of the Contract or, if agreed in writing by Recolight, on an account basis. Upon return of the Container without prejudice to section 12.3 no rebate shall be paid by Recolight. Without prejudice to the other provisions of this agreement regarding for example without limitation contamination and/or part full containers collection of such containers shall be free of charge.
- 3.8 At Recolight's option as an alternative to section 3.4 above, Recolight may arrange for Waste Luminaires to be collected on a 'wait and load' basis. In this case it will be the responsibility of the Operator to store or procure the storage by their contractor of the Waste Luminaires on site safely and to load them into the Recolight container and, if necessary, then load the container onto the Recolight contractor vehicles when the vehicles arrive on site. There is as stated in Appendix 1 a minimum weight of waste per wait and load collection. For this service to take place, the site needs to be able to receive safely a vehicle with a skip, which will then be unloaded from the vehicle until loading of the Waste Luminaires is completed.

- 3.9 As an alternative to section 3.4 above, or whenever there are less than such weight of Waste Luminaires as stated in Appendix 1, Operators may arrange at their cost to deliver Waste Luminaires direct to any of the Waste Linaire collection sites in Recolight's extensive collection network, details of which are available on the Recolight website.
- 3.10 Operators or their contractors must contact the relevant Waste Linaire collection site at least 24 hours before delivering the waste.
- 3.11 Operators or their contractors must request a reference number from Recolight and must quote this when delivering the Waste Luminaires. This must be recorded on the receiving facility's documentation (a copy 'ticket' showing weight of Waste Luminaires received and Recolight reference number will be provided by the collection site). Note that the receiving facility reserves the right to reject deliveries if the metal content of the Waste Luminaires is below the facility's threshold.
- 3.12 Operators or their contractors must be registered/licenced waste carriers, and must complete a waste transfer note.
- 3.13 The Operator or their contractor must retain a copy of the 'ticket' receipt provided by the receiver of the Waste Luminaires.

4. Waste battery collections where requested by the Operator or CP

Where the Operator requests Waste Battery collections from Recolight, the charges listed in Schedule 1 will apply and be paid to Recolight by the Operator. If Recolight or its contractor detects in any load of Waste Batteries a quantity in excess of 2% of lithium ion batteries then the additional charge listed in Schedule 1 will apply and be paid to Recolight by the Operator. By accepting these terms the Operator agrees they have read and understood the Recolight battery storage guidance and accepts that such charges will be levied without further recourse. If the Operator is not willing to accept that such additional charges are applicable, then the Operator should not request Waste Battery collection services from Recolight.

5. Containers

- 5.1 Recolight may remove on demand during normal business hours containers supplied in accordance with either section 1.6 or 3.4 if quantities of Waste Lamps and/or Waste Luminaires decrease at a CP Site.
- 5.2 Recolight may replace containers at CP sites with a different type of suitable container at any time during normal business hours.
- 5.3 The Operator acknowledges that, unless advised otherwise in writing by Recolight, that all containers provided by Recolight unless where they have been sold to the Operator remain at all times the property of Recolight, and that all Waste Linaire containers remain the property of Recolight's contractors.

6. Staffing and facilities

- 6.1 The Operator is solely responsible for ensuring all Waste Lamps and/or Waste Luminaires and/or Waste Batteries are loaded safely into and kept in containers free from breakage and contaminants (e.g. water and cardboard packaging), as far as is reasonably practicable, and in compliance with health and safety standards and legal requirements applicable from time to time.
- 6.2 The Operator is fully responsible for ensuring that the correct storage of the container(s) at the premises is done with the permission of the landlord (if any) and in accordance with all regulatory and licensing requirements applicable from time to time.
- 6.3 CPs must have a level of supervision in the area of the containers in order to prevent unauthorised access or damage to the containers and any waste stored in them.
- 6.4 CPs are responsible for ensuring that lids provided for containers are placed on the containers when the containers are open to receive waste..

6.5 CPs are responsible for ensuring appropriate safety and usage training and/or supervision of all individuals who have access to Recolight's waste containers held at their site

6.6 Where the CP is a Local Authority Designated Collection Facility (DCF) approved by the Department for Environment Food and Rural Affairs (DEFRA), the following charges listed in Schedule 1 shall not apply: contamination charges, lost or damaged container charges; failed collection charges. Furthermore, Recolight and the Operator shall both comply with the DCF Code of Practice as published by DEFRA from time to time.

7. Scheduling of Collections & Associated Service Level

7.1 All requests for Waste Lamp and Waste Battery collections must be submitted via the online booking form on the Recolight website. The Operator will be directed to the portal if a telephone enquiry is made to Recolight. Waste Luminaire collection requests should be made by telephone or email to Recolight.

7.2 It is the responsibility of the Operator to only request collection of a Waste Lamp container when the container contains more than such weight of Waste Lamps as stated in Appendix 1 to avoid the low weight charges as stated in Schedule 1 such low weight charges will be invoiced to the Operator and paid by the Operator to Recolight.

7.3 The Operator shall and shall procure that all Waste Luminaires are stacked neatly in the skips to maximise the efficient use of space in a balanced load.

7.4 Recolight has a lead time of up to 10 working days for Waste Lamp collections and 5 working days for Waste Luminaire collections which is non-negotiable. This is an estimate only and is not binding upon Recolight.

7.5 Where a collection has been properly requested but not all containers have been made available for collection or are not full, charges will be applied which are payable by the Operator to Recolight, as stated in Schedule 1.

7.6 The Operator shall, and shall procure that the CP shall deposit all Waste, collected or otherwise made available to the CP into the Recolight collection container, and they shall be made available for collection only by Recolight's nominated contractor.

8. Unacceptable levels of Contamination

8.1 The Operator shall procure that CPs minimise breakage of the Waste Lamps. Recolight nominated contractors have the right to refuse to collect containers containing high levels of broken Waste Lamps and non-conforming waste. In such circumstances, the CP shall properly dispose of this waste in accordance with applicable legislation at its own cost. Recolight reserves the right on demand during normal business hours to remove the CP from the Recolight network and may choose to remove the containers provided.

8.2 The waste placed within Recolight provided lamp containers must be limited to Waste Lamps as defined in the WEEE Regulations 2013. The waste placed within Recolight provided Waste Luminaire containers must be limited to Waste Luminaires as defined in the WEEE Regulations 2013. The waste placed within Recolight provided battery containers must be limited to Waste Batteries as defined in the Waste Batteries and Accumulators Regulations 2009. The waste placed within Recolight General WEEE containers must be limited to General WEEE.

8.3 Where a Waste Luminaire, Waste Lamp, Waste Battery or General WEEE container is provided, it must be collected full and no waste packaging must be put into any container. Any low weights or contamination will be subject to a penalty charge as stated Schedule 1 which will be invoiced to the Operator and paid to Recolight.

8.4 In the event of other types of waste being placed within containers the container, additional clean-up charges will be payable by the Operator, as determined by Recolight on a case by case basis.

Recolight Service Level Agreement

For Collection Points, container lease and Ad Hoc collections
Effective August 2018



8.5 Where Waste Lamps collected are wet, Recolight reserve the right to either refuse to collect or apply the contamination charges in Schedule 1 which will be invoiced to the Operator and paid to Recolight.

9. Health & Safety

9.1 The Operator is responsible for the health and safety of its site. The Operator shall advise staff of the relevant requirements needed to operate this waste receipt, storage and collection process and shall inform any visiting contractors appropriately to ensure that they are compliant with the requirements of the site. The storage and collection of Waste Lamps and/or Waste Luminaires and/or Waste Batteries and/or General WEEE must be built into any site risk assessments and safe systems of work as appropriate and reviewed and if necessary amended from time to time in accordance with good practice.

9.2 Lamp breakage carries with it a risk of mercury exposure to all working with Waste Lamps. The Operator shall procure that their sites ensure Waste Lamps are stored free from breakage.

9.3 CPs have the right to refuse to accept broken Waste Lamps brought into the site for recycling from users.

10. Environmental Standards

10.1 The Operator shall procure that their site meets at all times all the relevant environmental and legislative standards from time to time necessary for the storage of Waste Lamps and/or Waste Luminaires and/or Waste Batteries and/or General WEEE as the case may be, including without limitation the necessary permits and/or exemptions from the appropriate environment agency.

10.2 It is the responsibility of the Operator and Recolight's nominated contractors to complete the relevant parts of a hazardous waste consignment note (except Part E) to accompany each movement of hazardous waste from a CP by Recolight's contractors. A copy of all completed parts of the consignment note shall be left at the CP and a second copy taken by Recolight's subcontractor. The Operator shall ensure that the site retain copies of consignment notes for a minimum of 3 years.

10.3 Recolight will not provide replacement copies of consignment notes for any waste removed from sites. The Operator shall ensure that the site retains and keeps this information.

10.4 CPs will receive, either automatically or upon written request of Recolight a copy of the fully completed consignment note, including Part E (England and Wales) from the Recolight nominated contractor after hazardous waste removed from the site has reached its next destination (e.g. the sub-contractors bulking up location or the treatment facility). The Operator shall ensure that any returns are filed by sites alongside the correct consignment note for which the end disposal relates.

11. Complaints

11.1 In the event that containers have not been collected, or a CP is not satisfied with the service it is receiving from Recolight's nominated contractor, they should raise their concerns with Recolight directly by either emailing Customer Services at info@recolight.co.uk or calling 0208 253 9750 as soon as reasonably practicable.

11.2 Recolight is committed to responding to all enquiries within 48 hours (excluding weekends and bank and public holidays), although this is an estimate only and is not binding upon Recolight.

Recolight Service Level Agreement

For Collection Points, container lease and Ad Hoc collections
Effective August 2018



11.3 Operators should not contact a Recolight contractor directly. All calls/correspondence regarding collections should be directed to Recolight Ltd by either calling 0208 253 9750 or emailing info@recolight.co.uk.

12. Term and Termination

12.1 Where free Waste Lamp containers are supplied in accordance with section 1.6, this agreement shall unless earlier terminated in accordance with its terms continue until terminated by either party giving three months' written notice.

12.2 Where leased containers are supplied in accordance with section 1.7, this agreement shall unless earlier terminated in accordance with its terms continue until terminated by either party giving three months' written notice.

12.3 Where the Operator requests that a leased container be removed before the end of the agreement, no refund or part refund shall be made by Recolight. The container or containers must be returned to Recolight in good working order. Where a deposit has been paid to Recolight by an Operator or CP, Recolight will refund an appropriate part of the deposit paid but subject to any further deductions that may be applicable under this agreement including (without limitation) in respect of sections 2.1, 2.3, 7.2, 7.5, 8.3, 8.4, and 8.5. Where the Operator leases a Recolight container for up to 6 months, but then retains the container after expiry of this lease period, the deposit paid by the Operator to Recolight will be retained by Recolight and the container lease period will continue from the initial contract start date unless earlier terminated in accordance with its terms continue until terminated by either party giving three months' written notice. Where contracts are terminated by the Operator no re-imburement will be paid for any leased containers.

12.4 This Agreement may be terminated by Recolight with immediate effect (or on such longer notice as Recolight may give) if:

12.4.1 Recolight's specified criteria regarding health, safety and compliance have not and/or are not being met and/or Recolight believes on reasonable grounds they will not be met. In the event of non-compliance relating to a specific CP or CPs, Recolight may at its discretion terminate this Agreement insofar as it applies to that CP/those CPs;

12.4.2 Recolight's WEEE producer compliance scheme does not and/or Recolight believes on reasonable grounds that it will not remain registered pursuant to the WEEE Regulations;

12.4.3 There is a change to the WEEE Regulations or to Recolight's producer membership which, in Recolight's sole opinion, will or may adversely affect the cost or commercial viability for providing the services hereunder free of charge;

12.4.4 There is and/or there is known to Recolight to be a foreseeable change to the WEEE Regulations and/or Recolight's obligations thereunder as a result of which, in Recolight's sole opinion, the provision of the services or any part of the services hereunder might constitute a breach by Recolight of the WEEE Regulations (including without limitation the conditions of approval as a producer compliance scheme) and/or any of Recolight's obligations under this agreement. Recolight may at its discretion terminate this Agreement insofar as it applies to individual CPs if in Recolight's sole opinion this would resolve any potential breach of the WEEE Regulations by Recolight;

12.4.5 The Operator is insolvent or ceases to trade; or

12.4.6 Charges have been applied and payment has not been received within Recolight's payment terms.

12.5 Without prejudice to section 12.4, either party may terminate this Agreement insofar as it relates to a CP on three months' notice to the Operator.

12.6 The Operator may terminate this Agreement in the event of a material breach by Recolight that is incapable of remedy or that Recolight has not remedied within 20 business days of service of written notice of the breach, provided that if the breach relates to individual CP(s), the Operator's remedy shall be limited to withdrawing such CP(s) from the network.

Recolight Service Level Agreement

For Collection Points, container lease and Ad Hoc collections
Effective August 2018



- 12.7 The Operator shall, and shall procure that a CP shall, notify Recolight in writing as soon as reasonably practicable after any decision to cease the collection of Waste Lamps and/or Waste Luminaires and/or Waste Batteries and/or General WEEE or without prejudice to the Operator's obligation to pay all the costs of all claims arising under or in connection with this Agreement and/or for damage if the Operator intends or anticipates reducing the level of Waste Lamp collection below the minimum quantity of as required under section 1.4.
- 12.8 Recolight may terminate this Agreement with immediate effect (or on longer notice to take effect up to and including the intended/anticipated date of such cessation or reduction).
- 12.9 Recolight may at its discretion suspend provision of services (without limitation, provision of containers and collection of Waste Lamps) in respect of any one or more CPs at which Waste Lamp and/or Waste Luminaire and/or Waste Batteries and/or General WEEE collection has ceased or reduced or is to cease or reduce. If Recolight opts to suspend provision of services in respect of a CP, the parties' rights and obligations hereunder in respect of that CP shall be suspended and Recolight shall not be liable to the Operator and/or CP in respect of such suspension and/or any losses and costs arising therefrom. All rights and liabilities accrued prior to the date of suspension or relating to other CPs of the Operator shall be unaffected.
- 12.10 Thereafter the Operator shall, and shall procure that any suspended CP shall, notify Recolight promptly in writing (or, if applicable, promptly following any enquiry by Recolight) if it recommences the collection of Waste Lamps or, if relevant, if the collection of Waste Lamps rises above the minimum quantity specified in section 1.6.
- 12.11 Where section 12.9 applies, Recolight shall have the option of recommencing the provision of services in respect of the CP(s) in question.
- 12.12 If Recolight wishes to recommence provision of services pursuant to section 12.11, Recolight shall serve notice in writing upon the Operator within 30 days of service of notice from the Operator (or CP), notifying the Operator of the CP(s) in respect of which Recolight will recommence provision of services and the date from which services will be recommenced. The terms and conditions of this Agreement will apply to the CP(s) from the date of commencement of services.
- 12.13 In the event of termination or partial termination of this Agreement or suspension of Recolight's services in respect of any CP(s), and/or in respect of any CP leaving the network, the Operator will ensure all containers placed on its site on behalf of Recolight are returned to Recolight via Recolight's contractors. In the event that any containers are lost and not able to be returned and/or require repair due to damage, the Operator shall pay Recolight the costs of replacing or repairing such containers in accordance with Schedule 1. Where a deposit has been placed on a container, Recolight shall be entitled to retain up to the whole or part of any deposit paid, to make good such losses or damage as soon as reasonably practicable.

Recolight Service Level Agreement

For Collection Points, container lease and Ad Hoc collections
Effective August 2018



13. Limitation of Liability

- 13.1 Subject to section 13.3, Recolight's maximum aggregate liability will be limited to £1000.
- 13.2 Recolight will have no liability to the Operator for any:
- 13.2.1 loss of profit (whether direct, indirect or consequential);
 - 13.2.2 loss of or damage to any containers owned by the Operator;
 - 13.2.3 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
 - 13.2.4 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
 - 13.2.5 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
 - 13.2.6 loss of bargain (whether direct, indirect or consequential);
 - 13.2.7 liability of the Operator to third parties (whether direct, indirect or consequential);
 - 13.2.8 wasted management, operational or other time (whether direct, indirect or consequential);
 - 13.2.9 wasted expenditure incurred in reliance upon the anticipated performance of this agreement by Recolight (whether direct, indirect or consequential). For the avoidance of doubt, the term "wasted expenditure" does not include the payments to be made by the Operator under section 15; or
 - 13.2.10 indirect, consequential or special loss,
subject always to section 13.3.
- 13.3 Nothing in this agreement will operate to exclude or restrict one party's liability to the other for:
- 13.3.1 death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in section 1(1) of the Unfair Contract Terms Act 1977);
 - 13.3.2 its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
 - 13.3.3 any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 13.4 Nothing in this section 13 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.
- 13.5 For the purposes of this agreement, the word "liability" means liability arising out of or in connection with this agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under this agreement, in each case howsoever caused including (without limitation) if caused by negligence or if caused by a deliberate and/or repudiatory breach by that party.

14. Audit & Review

- 14.1 The Operator shall, and shall procure that CPs shall, co-operate fully and in a timely way with any reasonable request by Recolight to inspect and review the operation of the Operator's CP in the Recolight collection network including for example without limitation checking the operations and interim storage of the Waste Lamps and/or Waste Luminaires and/or Waste Batteries meet the necessary applicable requirements from time to time, and checking the relevant licences/permits/exemptions (including original documents). Such audits may be carried out by Recolight or its appointed contractor.
- 14.2 Recolight will review its overall collection network and business model on a regular basis and reserves the right to change at any time any aspect of its operations when it sees fit in order to improve the effectiveness of the overall process. This may include without limitation the type or number of containers provided free of charge and the contractor servicing the CP.

15. Payments

- 15.1 Recolight may, at its discretion, suspend services to the Operator and/or individual CPs when a Recolight invoice is not paid within the stated payment terms.
- 15.2 Payment must be received within 30 days of issue of the invoice to the Operator unless otherwise stated on the Recolight invoice. Delays in payment may result in a delay to the service.
- 15.3 Collections may resume, if agreed by Recolight after payment has been received.

16. Feedback

- 16.1 CPs are encouraged to give feedback by writing to Recolight at info@recolight.co.uk, at any time, with their views on how the operation of the network can be improved.

17. Notices

- 17.1 Any notice or other communication given under or in connection with this Agreement shall be in writing and delivered by any electronic means or by hand, sent by pre-paid first class post or facsimile, to the registered office of the other party (or such other address as may be notified in accordance with this section).
- 17.2 Any notice or communication given in accordance with section 17.1 shall be deemed to have been served: if delivered by email, one hour after email is sent, if delivered by hand, at the time of delivery; if sent by pre-paid first class post, at 9.00am on the second business day after the date of posting; if sent by facsimile at the time of confirmation of completion of transmission by way of a transmission report, except if it is deemed to be served on a day which is not a business day or after 5.00pm on a business day it shall be deemed to be served at 9.00am on the immediately following business day.

18. Entire Agreement

- 18.1 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter; and
- 18.2 Neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in this Agreement; and
- 18.3 Nothing in this section 18 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

19. Governing Law and Jurisdiction

- 19.1 This agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 19.2 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this agreement (including without limitation in relation to any non-contractual obligations).

Operators should visit their environment agency website to check that they have applied for the correct licenses, permits and exemptions.

Recolight reserves the right to update Appendix 1 and/or Schedule 1 from time to time and shall apply to this Agreement without further notice.
Schedule 1 can be found on the [Recolight website](#)

Signature _____ Date _____

Print name _____ Recolight Ltd _____

Signature _____ Date _____

Print name _____ Company _____

APPENDIX 1

Section Number	Value
Section 1.6	1000 Waste Lamps every three months
Section 3.4	500kg of Waste Luminaires
Section 3.6	A rebate of £330 at Recolight's discretion
Section 3.7	One, two and/or three years
Section 3.8	500kg
Section 3.9	500kg
Section 7.2	200kg