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1. General

- 1.1 This document represents a mutual Collection Point Agreement ("the Agreement") between those companies ("Operators") who wish to operate Commercial Collection Points ("CCP") in the Recolight collection network and Recolight Ltd ("Recolight"), for the collection of waste gas discharge and LED lamps ("Waste Lamps") and/or waste luminaires ("Waste Luminaires") and/or waste portable batteries ("Waste Batteries").
- 1.2 This Agreement does not modify or interpret any requirements of the legislation.
- 1.3 The Operators of the CCPs have the sole responsibility for the running of their sites, including site layout and facilities, the compliance of their sites with any applicable requirements, obtaining the appropriate permits/licences/exemptions relevant to the storage or collection of Waste Lamps and/or Waste Luminaires and/or Waste Batteries 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 CCP 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 collection of sodium lamps.
- 1.4 For each loss/damage beyond repair of container, charges stated in Schedule 1 will be applied to the Operator.
- 1.5 The Operator is responsible for ensuring that each site complies with the criteria established by Recolight in order to qualify as a CCP, including (without limitation) the requirement to collect a minimum of 1,000 Waste Lamps every three months.
- 1.6 If requested by the Operator, and where agreed by Recolight, Recolight shall provide the Operator with one or more containers, after payment by The Operator to Recolight of the appropriate deposit/lease charge where applicable.
- 1.7 By accepting the service and or delivery and collection of containers by Recolight's nominated contractors the Operator accepts the conditions of this Agreement and is committed to taking good care of the containers placed on their site on behalf of Recolight.
- 1.8 Recolight will nominate Contractors to service CCP's as required. Recolight has the right to change contractors servicing any given CCP at any time.
- 1.9 Each site will either be "open" – advertised on our website, or "dedicated" – not advertised on our website as determined by the Operator.

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For Collection Points, container lease and Ad Hoc collections
Effective 1 June 2016



- 1.10. 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 CCP. Any such arrangement would be directly between the Operator or CCP and the user and not part of this Collection Point Agreement and would not involve Recolight in any way.
- 1.11. 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.
- 1.12. Recolight reserve the right to take whatever steps it considers necessary, including legal action where invoices issued to the Operator have not been paid within 30 days. Recolight may also choose to remove the CCP from the Recolight network and may choose to remove the containers provided.
- 1.13. During the continuance of this Agreement, 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 CCP as required for collection and delivery of containers with the agreement of the CCP. Where a failed or part-failed collection or container delivery occurs (e.g. Recolight Contractor is refused entry to site) or the Recolight contractor has to wait for any reason, Recolight reserve the right to charge costs stated in Schedule 1 to the Operator.
- 2.2 Where Waste Lamps are delivered in reasonable condition via the appropriate point of entry (e.g. trade counter) the CCP must receive the waste free of charge except for any administration charges (e.g. relating to consignment notes).
- 2.3 Recolight reserves the right to remove containers from a CCP at any time (e.g. where the site become insolvent, where the CCP or Operator has not paid Recolight invoices or if a collection point does not comply with Recolight's minimum collection requirements specified in paragraph 1.5)
- 2.4 If a site refuses or delays a Recolight contractor by more than 15 minutes when delivering or collecting a container, a waiting time charge will apply as stated in Schedule 1.

3. Waste Luminaire collections

- 3.1 Waste Lamps and Waste Luminaires must be separated.
- 3.2 Prior to commencement of any Waste Luminaire collections, the CCP shall contact Recolight to request Recolight 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 site, Recolight should be notified at least 3 working days prior to scheduled service start-up.
- 3.4 Where Recolight has agreed to collect Waste Luminaires, and there are more than 500Kg of Waste Luminaires, Recolight will:
 - 3.4.1 Deliver a skip or other suitable container specifically intended for Waste Luminaires to the site.
 - 3.4.2 This should be delivered within 5 working days of the request. Recolight may endeavour to arrange a faster response where this is needed, but cannot guarantee this.
 - 3.4.3 The Operator may request delivery or collection on a nominated date, and Recolight will endeavour to comply with this request, but cannot guarantee to meet the date.
 - 3.4.4 Once a skip is ready for collection it should be removed by Recolight contractors within 5 days of the request. Recolight may endeavour to arrange a faster response where this is needed, but cannot guarantee this.
- 3.5 As an alternative to 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 or their contractors to store the Waste Luminaires on site safely and to load them onto the vehicles when the vehicles arrive on site. There is a minimum metal weight of 500kg per wait and load collection. For this service to take place, the site needs to be able to receive a vehicle with a skip, which will then be unloaded from the vehicle until loading of the waste luminaires is completed.
- 3.6 As a further alternative to 3.4 above, or whenever there are less than 500Kg of Waste Luminaires, Operators may arrange to deliver Waste Luminaires direct to any of the metal collection sites in Recolight's extensive metal collection network, details of which are available on the Recolight website.
 - 3.6.1 Operators or their contractors must contact the relevant collection site at least 24 hours before delivering the waste.
 - 3.6.2 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 metal received and Recolight reference number will be provided by metal collection site).
 - 3.6.3 Operators or their contractors must be registered/licenced waste carriers, and must complete a waste transfer note.
 - 3.6.4 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

- 4.1 Where the Operator requests Waste Battery collections from Recolight, charges will apply. If Recolight or its contractor detects a quantity in excess of 2% of lithium ion batteries then an additional charge of £6000/tonne collected will apply. By accepting these terms the Operator

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.4.2 Waste Batteries must be collected in Recolight containers. Charges for this service are stated in Schedule 1.

5. Containers

- 5.1 Recolight will fund the supply of suitable containers that it specifies. Recolight may supply additional or alternative containers where Recolight considers they are merited and significant Waste Lamp and/or Waste Luminaire quantities justify provision.
- 5.2 Recolight may remove containers if quantities of Waste Lamps and/or Waste Luminaires decrease at CCP.
- 5.3 Recolight may replace containers at CCP sites with a different type of suitable container at any time.
- 5.4 The Operator acknowledges that all Waste Lamp containers provided by Recolight remain at all times the property of Recolight.

6. Staffing and facilities

- 6.1 The Operator is solely responsible for ensuring all Waste Lamps and/or Waste Luminaires are loaded into containers free from breakage, as far as is reasonably practicable, and in compliance with health and safety standards and current legal requirements.
- 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 and in accordance with all regulatory and licensing requirements.
- 6.3 CCPs should have a level of supervision in the area of the containers in order to prevent unauthorised access or damage.

7. Scheduling of Collections & Associated Service Level

- 7.1 All requests for Waste Lamp collection 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.
- 7.2 It is the responsibility of the Operator to only request collection when the container holds more than 200kg of waste lamps to avoid low weight charges as stated in Schedule 1.
- 7.3 The contractor should stack all luminaires neatly in the skips to maximise the efficient use of space.
- 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 legally binding upon Recolight.
- 7.5 Where a collection has been 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, as stated in Schedule 1.
- 7.6 The Operator shall, and shall procure that the CCP shall deposit all Waste Lamps produced, collected, or otherwise made available to the CCP into the Recolight collection container, and shall be made available for collection only by Recolight's nominated contractor.

8. Unacceptable levels of Contamination

- 8.1 The Operator shall procure that CCPs shall be solely responsible for ensuring that Waste Lamps stored in the containers are done so with due care and attention in order to 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. It will be left down to

the individual CCP to dispose of this waste at complete cost to the Operator or CCP. Recolight will subsequently retain the right to remove the CCP from the Recolight network and may choose to remove the containers provided.

- 8.2 The waste placed within Recolight provided lamp containers should be limited to Waste Lamps as defined in the WEEE Regulations 2013. The waste placed within Recolight provided luminaire containers should be limited to Waste Luminaires as defined in the WEEE Regulations (Statutory Instrument 2006 No 3289 as amended). The waste placed within Recolight provided battery containers should be limited to Waste Batteries as defined in the Waste Battery Regulations.
- 8.3 Where a skip or lamp container is provided, it must be collected full and no waste packaging must be put into the containers. Any low weights or contamination will be subject to a penalty charge. Clean up costs for non-conforming waste will be charged to the Operator as stated Schedule 1.
- 8.4 In the event of other types of hazardous waste being placed within containers emptied by Recolight the container, additional clean-up charges will be payable by the Operator. Contamination charges are stated in Schedule 1.

9. Health & Safety

- 9.1 The Operator is responsible for the health and safety of its site. The Operator should advise staff of the relevant requirements needed to operate this process and should inform any visiting contractors to ensure that they are compliant with the requirements of the site. The storage and collection of Waste Lamps and/or Waste Luminaires should be built into any site risk assessments and safe systems of work as appropriate.
- 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 CCP's have the right to refuse to accept broken Waste Lamps brought into the site for recycling from customers.

10. Environmental Standards

- 10.1 The Operator shall procure that their site meets all the relevant environmental and legislative standards necessary for the storage of Waste Lamps and/or Waste Luminaires, including the necessary permits and/or exemptions from the appropriate enforcement agency.
- 10.2 The Operator shall procure that their site will register as a producer of hazardous waste with National Resources Wales where applicable before Lamp movements via a Recolight nominated contractor can take place.
- 10.3 Recolight nominated contractors should always leave a consignment note with the site when any hazardous waste is removed from the site. The Operator shall ensure that the site retain copies of consignment notes for a minimum of 3 years.
- 10.4 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.
- 10.5 Sites will receive a Part E return (England and Wales) from a Recolight nominated contractor when waste is removed from site. The Operator shall ensure that any returns are filed by sites alongside the correct consignment note for which the end disposal relates. Recolight will not provide copies of Part E returns.

11. Complaints

- 11.1 In the event that containers have not been collected, or a site 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 0845 601 7749.

- 11.2 Recolight is committed to responding to all enquiries within 48 hours (excluding weekends and bank holidays), although this is an estimate only and is not legally binding upon Recolight.
- 11.3 Sites should not contact a Recolight contractor direct. All calls/correspondence regarding collections should be directed to Recolight Ltd either calling 0845 601 7749 or emailing info@recolight.co.uk.

12. Membership Term and Termination

- 12.1 Where free or leased containers are supplied, this agreement shall continue for three years (the Initial Term) and following this initial term can be terminated by either party giving four months' written notice. The container or containers must be returned to Recolight in good working order. Where a deposit has been placed on a container, upon receipt of the container or containers by Recolight in good working order, Recolight will refund part of the deposit paid but subject to any further deductions that may be applicable in respect of clauses 1.4, 2.1, 2.4, 7.1, 7.4, 8.3, 8.4. 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 be extended to a 3 year contract, starting from the initial contract start date.
- 12.2 This Agreement may be terminated by Recolight with immediate effect (or on such longer notice as Recolight may give) if:
 - 12.2.1 Recolight's specified criteria regarding health, safety and compliance are not being met. In the event of non-compliance relating to a specific CCP or CCPs, Recolight may at its discretion terminate this Agreement insofar as it applies to that CCP/those CCPs;
 - 12.2.2 Recolight's WEEE producer compliance scheme does not remain registered pursuant to the WEEE Regulations;
 - 12.2.3 There is a change to the WEEE Regulations or to Recolight's producer membership which, in Recolight's sole opinion, adversely affects the cost or commercial viability for providing the services hereunder free of charge;
 - 12.2.4 There is a change to the WEEE Regulations and/or Recolight's obligation thereunder as a result of which, in Recolight's sole opinion, the provision of the services hereunder might constitute a breach by Recolight of the Regulations (including the conditions of approval as a producer compliance scheme). Recolight may at its discretion terminate this Agreement insofar as it applies to individual CCPs if in Recolight's sole opinion this would resolve any potential breach;
 - 12.2.5 The Operator is insolvent or ceases to trade.
 - 12.2.6 Charges have been applied and payment has not been received within Recolight's payment terms.
- 12.3 Without prejudice to section 12.2, Recolight may terminate this Agreement insofar as it relates to a CCP on one month's notice to the Operator.
- 12.4 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 notice of the breach, provided that if the breach relates to individual CCP(s), the Operator's remedy shall be limited to withdrawing the CCP(s) from the network.
- 12.5 The Operator shall, and shall procure that a CCP shall, notify Recolight in writing if it intends to cease the collection of Waste Lamps and/or Waste Luminaires or if it intends or anticipates reducing the level of Waste Lamp collection below the minimum quantity of 1,000 Waste Lamps every three months as required under section 1.5.
 - 12.5.1 Recolight may terminate this Agreement with immediate effect (or on longer notice to take effect up to and including the intended/anticipated date of cessation or reduction).
 - 12.5.2 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 CCPs at which Waste Lamp and/or Waste Luminaire collection is to cease or reduce. If Recolight opts to suspend

provision of services in respect of a CCP, the parties' rights and obligations hereunder in respect of that CCP shall be suspended. Recolight shall not be liable to the Operator or CCP in respect of such suspension. All rights and liabilities accrued prior to the date of suspension or relating to other CCPs of the Operator shall be unaffected.

- 12.5.3 Thereafter the Operator shall, and shall procure that any suspended CCP 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 of 1,000 Waste Lamps every three months.
- 12.5.4 Where section 12.5.3 applies, Recolight shall have the option of recommencing the provision of services in respect of the CCP(s) in question.
- 12.5.5 If Recolight wishes to recommence provision of services pursuant to section 12.5.4, Recolight shall serve notice in writing upon the Operator within 30 days of service of notice from the Operator (or CCP), notifying the Operator of the CCP(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 CCP(s) from the date of recommencement of services.
- 12.5.6 In the event of termination or partial termination of this Agreement or suspension of Recolight's services in respect of any CCP(s), in respect of any CCP 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 undertakes to pay to Recolight the costs of replacing or repairing such containers replacement and damage costs are outlined in section 1.4 of this agreement. Where a deposit has been placed on a container, Recolight shall be entitled to retain the whole or part of any deposit paid, to make good such losses or damage.

13. Audit & Review

- 13.1 The Operator shall, and shall procure that CCPs 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 CCP in the Recolight collection network including for example checking the operations and interim storage of the Waste Lamps and/or Waste Luminaires meet the necessary regulatory requirements, and checking the relevant licences/permits/exemptions (including original documents). Such audits may be carried out by Recolight or its appointed contractor.
- 13.2 Recolight will review its overall collection network and business model on a regular basis and reserves the right to change any aspect of its operations when it sees fit in order to improve the effectiveness of the overall process. This may include the type or number of containers provided free of charge and the contractor servicing the CCP.

14 Payments

- 14.1 Recolight may, at its discretion, suspend services to the Operator and/or individual CCPs when a Recolight invoice is not paid within the stated payment terms.
- 14.2 Payment must be received by either BACS or cheque within 30 days of issue of the invoice to the Operator unless otherwise stated.
- 14.3 Waste Battery collections require immediate payment by the Operator. Delays in payment may result in cancellation of your collection by Recolight.
- 14.4 Collections may resume, if agreed by Recolight after payment has been received.

15 Feedback

- 15.1 CCPs 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.

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Effective 1 June 2016



16 Notices

- 16.1 Any notice or other communication given under or in connection with this Agreement shall be in writing and delivered 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 clause).
- 16.2 Any notice or communication given in accordance with section 16.1 shall be deemed to have been served: 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.

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

[Refer to Recolight Schedule 1 for current pricing](#)

Signature _____ Date _____

Print name _____ Company _____