



This agreement is a legally binding contract between Shirley's Recycling Limited ("Shirley's") and the Customer (as named on the Service Form) in accordance with the terms and conditions set out herein and the contents of the Service Form and Duty of Care document.

1. Agreement Duration

- 1.1. Shirley's shall provide the Services to the Customer subject to these Terms. Any changes or additions to these Terms must be agreed in writing by Shirley's and the Customer.
 1.2. The Duty of Care Agreement and Order Form shall be Schedules to and shall be construed as being part of this Agreement.
 1.3. Where these Terms conflict with any terms in the Order Form the terms on the Order form shall prevail.

2. Term

- 2.1. This Agreement shall commence on the date specified above and, is for a period of 12 (twelve) Months unless specified otherwise on the Order Form. Where the term is 12 (twelve) Months or more this Agreement shall renew automatically for each successive 12 (twelve) Month period unless terminated by either party providing to the other written notice of termination at least 60 (sixty) days prior to the anniversary of the commencement date.

3. Our Charges

- 3.1. The Customer shall pay Shirley's Charges for the provision of the Service (without set off or any other deduction) within thirty (30) days from the date of each invoice.
 3.2. Shirley's may invoice the Customer at the end of each month in which the Service is provided.
 3.3. Shirley's may vary its Charges as set out in the Schedule from time to time in line with factors including (but not limited to) commodity values, increases in fuel tax, changes in technology, to make improvements to our services, compliance with legal and/or insurance liabilities or to ensure the good management of Shirley's generally.
 3.4. All Charges quoted to the Customer for the provision of the Service are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.
 3.5. In the event of late or non payment of an invoice Shirley's may:
 3.5.1. suspend the provision of the Service until it has received full payment from the Customer in cleared funds (which suspension shall not constitute a breach of contract by Shirley's); and/or
 3.5.2. charge interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 3.5.3. by notice to the Customer treat such default as termination by the Customer of this Agreement to which clause 10 shall apply.

4. Recycling Rebates

- 4.1. Shirley's may at its discretion pay the Customer a rebate for recyclable waste. The Customer will invoice Shirley's in monthly instalments which will vary in amount due to the volume of waste handled in the preceding month and the amount received by Shirley's in rebates for recyclable materials. Such recycling rebates shall be calculated with regard to the rebate value at the time of the transfer of the relevant waste by Shirley's to the recycling provider. Any rebates due to the Customer from Shirley's shall be paid within 30 (thirty) days of the end of Month following receipt of an invoice from the Customer.

5. Wasted Journeys

- 5.1. Requested collections or exchanges that cannot be performed due to 8.5 and/or due to blockage of access/egress due to vehicles and or pallets or other restriction, Shirley's have the right to charge the Customer a wasted journey fee at a minimum of £50.00 (fifty pounds) per visit.
 5.2. The Customer shall ensure that the Driver has access to unload or pick up the container or load within 15 minutes of arrival at the Customers location. If the Driver is kept waiting longer than fifteen minutes after his arrival, the Customer may at the discretion of Shirley's be charged for reasonable demurrage.

6. Your Waste

- 6.1. Shirley's relies upon the Customer to accurately describe its waste using the European Waste Catalogue (EWC) coding definitions. The Customer warrants that the only Waste in Shirley's containers will fall within the coding specified in the Schedule.
 6.2. The Customer agrees that during the term of this Agreement the Waste will not be offered to, sold or disposed of to any other outlet or merchant without the prior written consent of Shirley's.
 6.3. Shirley's may refuse to remove or receive any Waste which:-
 6.3.1. it is not legally licensed to either carry or receive at its facility; and/or
 6.3.2. is or may be radioactive, volatile, corrosive, explosive, flammable, toxic, infectious, poisonous or carcinogenic; and/or
 6.3.3. may cause Shirley's to incur any civil or criminal liability; and/or
 6.3.4. may cause Shirley's to incur any additional costs to transport or dispose of the waste, in line with legal rules & licences.
 6.4. The Customer will indemnify Shirley's and keep it indemnified against all costs proceedings, penalties and liabilities caused by the inclusion in the Waste collected from the Customer by Shirley's of materials which fall outside the EWC codes listed in the Schedule.
 6.5. If so requested, Shirley's may assist the Customer in completing the EWC codes in the Schedule. In requesting such advice Shirley's is reliant upon the accuracy of the information the Customer provides about the nature of the waste, therefore the Customer warrant that such information is accurate and not in any respect misleading.
 6.6. Shirley's shall own Customer's Waste from the earlier of the time either
 6.6.1. Shirley's empty the Customer's container; or
 6.6.2. Shirley's collects the Waste from the Customer's location; or
 6.6.3. Receives the Customer's Waste at Shirley's facility.

This will not free the Customer from its liability or responsibility in relation to the Waste (whether under this agreement or otherwise)

- 6.7. The Customer will not allow any third parties to deposit waste other than the Customers own, (unless you are licensed or exempt under the waste regulations to do so) into the container or load. This contravenes the Duty of Care Regulations, Environmental Protection Act 1990.

7. The Equipment

- 7.1. The Customer shall direct the Driver to where to deposit or pick up the container or load. The Customer shall ensure that whilst the Driver is depositing or picking up the container or load clear access is maintained at all times.
 7.2. If the Driver is directed to pick up the container or load, Shirley's shall be under no liability whatsoever to the Customer for any damage howsoever caused, whilst the vehicle is off the highway, other than, such as might have been caused by the negligence on the part of the Driver provided that nothing in this clause shall limit the liability of Shirley's for personal injury or death arising from negligence.
 7.3. Ownership in Shirley's containers shall not pass to the Customer, but the risk in the containers shall be borne by the Customer from the date of delivery by Shirley's.
 7.4. The Customer acknowledges that it has care, custody and control of any equipment owned by Shirley's whilst it is at the Customer's location and shall take all reasonable care of such equipment and its contents except where employees of Shirley's or the Driver are handling it.
 7.5. The Customer shall indemnify Shirley's for loss, theft, damage (including but not limited to fire damage) or defacement of Shirley's equipment (except for normal wear & tear or for loss or damage resulting from Shirley's negligent handling of the equipment).
 7.6. The Customer shall permit Shirley's access to its equipment at all times for the provision of the Services and for servicing of its equipment and removal of its equipment at the end of this agreement. Shirley's shall be entitled to enter upon the Customers premises with such transport as may be necessary and for the avoidance of doubt Shirley's shall be entitled to take such steps as are necessary to gain entry into any premises where the equipment is stored and take possession of them including (but not limited to) forcing entry to any premises where Shirley's equipment is stored and take possession of them including (but not limited to) forcing entry if the Customer does not co-operate with a request from Shirley's for access to such premises. All costs incurred by Shirley's in such repossession shall be borne by the Customer.

8. Health & Safety

- 8.1. The Customer shall be responsible for the safety of any person (including Shirley's employees and sub-contractors) whilst on or about the Customer location.
 8.2. The Customer shall be responsible for the health and safety of any person (except Shirley's employees or sub-contractors) loading our container with waste or utilising any mechanism thereon (if any). If the Customer and/or its employees require training on the use of the mechanism for loading the containers we will, arrange for one training session to be provided, free of charge. Shirley's may charge the Customer for any further training requested by the Customer
 8.3. Any waste baling or compaction equipment we supply will have training provided, further training to new employees may incur additional cost, and further training to new employees may incur additional cost.
 8.4. If Shirley's employees, agents or sub-contracts are using and/or servicing the Customer's equipment the Customer will provide adequate training for Shirley's personnel and will procure that any such services and maintenance are carried out as per the manufacturer's instructions
 8.5. The Customer will ensure that all containers and loads are safe for road transportation. No containers should be filled above the top level indicated on the container; any loads over the fill level will not be collected or exchanged by Shirley's. If the overfill cannot be rectified by the Customer during the 15 minute period specified in clause 5.2 a wasted journey charge may be levied by Shirley's in accordance with clause 5.1.

9. Limitation of Liability

- 9.1. Except in the case of death or personal injury caused by Shirley's negligence, Shirley's liability under or in connection with this agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall be limited to the lower of the sums payable by the Customer in the preceding twelve months or [£500,000].

10. Liquidated Damages

- 10.1. If this agreement is terminated by the Customer other than in accordance with clause 2.1, you will agree to pay us:
 10.1.1. all charges then due; and
 10.1.2. a sum equal to the higher of either 6 (six) Months standard rate charges or 50 (fifty) percent of the charges incurred in the preceding 12 (twelve) Month; and
 10.1.3. a sum equal to 50 (fifty) percent as a direct calculation of the material that we would have normally collected from you or the material you would have delivered in to us, over twelve months based upon the average UK price for that period.

11. Termination

- 11.1. Shirley's may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the Customer, if the Customer:-
 11.1.1. fails to pay any sum payable by it under this agreement within 30 days of the due date for payment; or
 11.1.2. commits a material breach of this agreement (other than one to which clause 11.1.1 applies) and, if the breach is capable of remedy, fails to remedy it within 14 (fourteen) days after receipt of a written notice specifying the breach and requiring it to be remedied; or
 11.1.3. goes into liquidation or administration, has a receiver appointed over any of its assets or makes a voluntary arrangement or composition with its creditors (in each case, within the meaning of the Insolvency Act 1986).
 11.2. For the purposes of clauses 11.1.2, a breach of any provision of this agreement shall be considered capable of remedy if the Customer can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).
 11.3. The termination of this agreement for any reason shall not affect any accrued right or liability of either party arising under this agreement and shall not affect any other right or remedy of either party.

12. General

- 12.1. In this agreement a reference to:
 12.1.1. a clause or a paragraph is a reference to a clause of these terms and conditions;
 12.1.2. either party or the parties includes its or their respective successors in title and permitted assignees;
 12.1.3. a statute or a provision of a statute is a reference to that statute or provision as amended, re-enacted or extended at the relevant time, and includes any corresponding statute or provision of a statute replacing that statute or provision.
 12.1.4. the headings in these Terms are for convenience only and shall not affect their interpretation.
 12.2. Any notice to be given by either party under this agreement shall be in writing and shall be sent by pre-paid recorded delivery or registered post or by facsimile transmission or by electronic mail to the other party at the address specified on the Order Form. Any such notice shall operate and be deemed to have been received by the other within 72 hours or posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct fax number or correct e-mail address.
 12.3. Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
 12.4. This agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this agreement and may not be varied except by an instrument in writing signed by all of the parties to this agreement.
 12.5. The Customer acknowledges that no representations or promises not expressly contained in this agreement have been made to the Customer by Shirley's or any of its servants, agents, employees, members or representatives.
 12.6. No failure or delay by any party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of the same or some other right, power or remedy.
 12.7. In the event that any provision of this Agreement or any part of such a provision is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision or the relevant part thereof in such reasonable manner as achieves the intention of the parties without illegality or if all the parties agree it may be severed from this Agreement in which event the remaining provisions of this Agreement and the remaining parts of the relevant provision shall remain in full force and effect.
 12.8. The Customer must not assign charge or otherwise deal with this agreement.
 12.9. Nothing in this agreement shall be deemed to constitute a partnership between the parties nor constitute any party the agent of the other party.
 12.10. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
 12.11. This contract is subject to the law of England and Wales.
 12.12. The parties submit to the exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served by delivering such proceedings in an envelope addressed to the party to be served at the address for such party set out in this contract.

In these Terms and Conditions: 'Agreement', means both the service agreement and duty of care documentation that represents the 'agreement' and contract between Shirley's and or service provider and hirer or service requester.

'Containers & Equipment', means any container or equipment provided for the means of handling and or treating and or carrying or holding the Customer's Waste, including but not limited to, vehicles, compactors, balers, crates, bags & containers.

'Customer' means the customer named on the Service Form;

'Driver', means the driver of Shirley's vehicles including employees, agents or sub-contractors of Shirley's.

'Month' means calendar month

'Vehicle', means the vehicle use for the purpose of delivering, collecting from the Customer some or a combination of the following: containers, pallet crates, boxes, tubs, bales, bags, waste.

'Waste', means the waste generated by the Customer or the waste the Customer has collected as part of its business and or placed in Shirley's container and or compacted, baled, palletised, bagged, shredded or handled and incorporates and is not exhaustive to, paper, cardboard, plastic, metal, glass, and other recyclable material that is both for reuse, recycling, or waste for disposal to landfill.