

**CHANGEWORKS RECYCLING**

36 NEWHAVEN ROAD  
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**A CHANGEWORKS COMPANY**

BY APPOINTMENT TO  
HER MAJESTY THE QUEEN  
WASTE MANAGEMENT SERVICES  
CHANGEWORKS RECYCLING  
EDINBURGH

## Standard Terms and Conditions Applicable to Material Collection Services by Changeworks Recycling Ltd.

### 1. SUMMARY

Changeworks Recycling Ltd is incorporated in Scotland with registered number SC244949, VAT Reg. No. 270523326 and having its registered office at 36 Newhaven Rd, Edinburgh, EH6 5PY ("Changeworks Recycling"). Changeworks Recycling Ltd shall supply the Services and the Customer hereby agrees to purchase such Services in accordance with these Conditions.

### 2. DEFINITIONS/ INTERPRETATION

In these Conditions the following words shall have the meanings ascribed to them:

- "Charges" means the charges for the Services referred to in the Purchase Order or Proposal and as varied from time to time in the Current Price List;
- "Commencement Date" means the date of commencement of the Contract as specified in a Purchase Order or the Annual Resolution Contract or as otherwise agreed between the parties;
- "Conditions" means the terms and conditions set out in this document and any special terms agreed in writing between Changeworks Recycling and the Customer.
- "Confidential Information" means, in relation to either party, information of a confidential or proprietary nature (whether in oral, written or electronic form) belonging or relating to that party, its business affairs, finances, activities and IP which: either party has marked as confidential or proprietary, (ii) either party, orally or in writing has advised the other party is of a confidential nature, or (iii) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential;
- "Confidential Paper" means paper documents that the Customer has designated as containing Confidential Information;
- "Confidential Paper Collection Sacks" means specially labelled collection sacks and security tags supplied by Changeworks Recycling solely for the collection of material designated as Confidential Paper by the Customer;
- "Confidential PCs" means PCs that the Customer has designated as containing Confidential Information;
- "Contract" means the agreement concluded between Changeworks Recycling and the Customer including the Order Acceptance and the Purchase Order or Proposal, incorporating these Conditions;
- "Current Price List" means the price list for the services, available on request from Changeworks Recycling, which is periodically updated and includes cancellation and minimum charges;
- "Customer" means the organisation or person who purchases the Services from Changeworks Recycling;
- "Equipment" means containers or other equipment leased or owned by Changeworks Recycling;
- "IT Equipment" means any waste electronic and electrical equipment such as monitors, Confidential PCs, Non-Confidential PCs, keyboards, printers, and fax machines;
- "Materials" means the materials set out in clause 4 or any such new materials as Changeworks Recycling may from time to time notify to the Customer;
- "Non-Confidential PCs" means PCs that the Customer has designated as not containing any Confidential Information;
- "Order Acceptance" means Changeworks Recycling's written acceptance of the Purchase Order or Proposal;
- "Purchase Order or Proposal" means a purchase order or proposal form completed by Changeworks Recycling, following request by the Customer for Services, which requires to be signed by an authorised signatory of the Customer and subsequently accepted by Changeworks Recycling by way of an Order Acceptance;
- "Regular Collection" means the routine collection by Changeworks Recycling, the frequency of which is to be agreed between Changeworks Recycling and the Customer and set out in the Purchase Order;
- "Services" means the collection services to be supplied to the Customer, whether a Regular Collection or a Special Collection, by Changeworks Recycling of Materials or IT Equipment from the Customer's premises for which a Charge is made;
- "Special Collection" means a particular collection made on a non-routine basis, at the specific request of the Customer, on a date agreed by mutual consent between Changeworks Recycling and the Customer;

### 3. GENERAL

#### 3.1 Services

**3.1.1** Subject to payment of the Charges, Changeworks Recycling will use its reasonable endeavours to provide the Services to the Customer, pursuant to a Purchase Order, with effect from the Commencement Date, during Changeworks Recycling's normal business hours, in accordance with these Conditions.

**3.1.2** Changeworks Recycling will notify the Customer of problems or issues which have or are likely to impact on the provision of the Services.

**3.1.3.** The Services provided and any Goods sold by Changeworks Recycling are provided and sold only in accordance with these Conditions, which may not be altered or added to unless agreed in writing by Changeworks Recycling.

**3.1.4.** Customers are responsible for all Equipment supplied or leased from Changeworks Recycling while in Customer's care, custody or control. This includes for the avoidance of doubt any necessary insurance cover by the Customer for theft and third party liability. Payment in full will be required for loss or damage of any Equipment. Changeworks Recycling reserves the right to charge a security deposit for the Equipment, which must only be used for the purposes supplied.

**3.2** During the agreement you must obtain the Services only from Changeworks Recycling and must not obtain Services which are the same or similar to the Services from any other party whatsoever.

**3.3** Both parties hereby agree that the Services provided under the agreement shall commence on the Commencement Date and shall continue for twelve months and thereafter will continue for a further periods of twelve months periods until terminated in terms of Condition 14.

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#### 4. MATERIAL TYPES

The following Materials are currently collected by Changeworks Recycling:

- Bags of paper • IT Equipment
- Bundles of cardboard • Bags of confidential paper
- Bags of plastic • Printer cartridges
- Bags of steel cans • Mobile phones and chargers
- Bags of aluminium cans and foil • Fluorescent tubes
- Glass bottles & jars • Food • Batteries • Residual waste

Additional materials may be added from time to time and these Conditions shall apply.

#### 5. COLLECTION OF GOODS/DELIVERY OF SERVICE

**5.1.** The dates on which the Services will be provided are given in good faith but are indicative only.

**5.2.** Changeworks Recycling shall not be liable for any damages whatsoever (including for the avoidance of doubt any liability to any third party) which directly or indirectly result from any delay, cancellation or postponement of the Services, whether or not such delay, cancellation or postponement is caused by Changeworks Recycling's negligence.

**5.3.** Changeworks Recycling reserves the right to make large collections by instalments and to tender a separate invoice for each instalment.

**5.4.** Services provided by Changeworks Recycling are during its normal working hours and days (such hours and days, along with current prices, are available on request). Services shall only be provided within these working hours and days. Services out with these times may be available at an additional charge, by mutual agreement between the Customer and Changeworks Recycling.

**5.5.** The provision of the Services by Changeworks Recycling is conditional on:

- proper assistance being given by the Customer to the Changeworks Recycling employee in locating the Materials to be collected;
- the Materials being presented at the agreed location;
- the Materials being free from contamination;
- the Materials being immediately available for collection; and - Changeworks Recycling being given an accurate count of IT Equipment to be collected for notification to the Scottish Environment Protection Agency.

**5.6.** A schedule of Changeworks Recycling holidays will be issued as and when they are published. The Services shall not be provided on public holidays unless by prior arrangement. Regular Collection of Materials

**5.7.** If Changeworks Recycling cannot provide the Services on the scheduled day, it will use reasonable endeavours to notify the Customer by phone no later than 4.00pm on the preceding business day.

**5.8.** If the Services are not provided on the scheduled day Changeworks Recycling will arrange with the Customer an alternative date for the provision of the Services at the earliest opportunity. Changeworks Recycling shall not, under any circumstances, be liable for any event which occurs as a result of the Services not taking place on the scheduled date. For the avoidance of doubt, the Customer shall be solely responsible for ensuring that all Materials left by it for collection by Changeworks Recycling are arranged in such a manner that they do not obstruct any passageways and do not constitute a fire hazard.

**5.9.** If the Customer fails to present its Material on the scheduled day or at an appropriate time (which is to be agreed with Changeworks

Recycling prior to collection), or the presentation in the opinion of the Changeworks Recycling driver is considered unsuitable as determined in accordance with Clauses 5.4, 5.5, 5.6, 6.1, 6.2, 6.3 or 6.4, the Minimum Uplift Charge (as defined in Clause 7.5) for the relevant materials prevailing at the time will be levied and payable by the Customer to Changeworks Recycling.

**5.10.** Provided the Customer notifies Changeworks Recycling before 4pm on the business day preceding the scheduled collection of Materials of a change of uplift frequency or that no material collection is required the Minimum Uplift Charge referred to in Clause 5.9 shall not be levied. Special Collections of IT Equipment

**5.11.** If the Customer cancels a collection of IT Equipment 3 days before the scheduled collection date there will be no Charge levied. If the Customer cancels a collection of IT Equipment less than 3 days before the scheduled collection date the Minimum Administration Charge (as defined in Clause 7.6) for the relevant IT Equipment prevailing at the time will be levied and will be payable by the Customer to Changeworks Recycling to cover the cost of notification and any documents issued. (Note for the avoidance of doubt clause 5.7 does not apply to IT Equipment collections.)

**5.12.** If the Customer fails to present its IT Equipment on the scheduled day or at an appropriate time, or the presentation in the opinion of the Changeworks Recycling driver is considered unsuitable as determined in accordance with Clauses 5.5, 5.6, 5.7, 6.1, or 6.4, the Minimum Uplift Charge for the IT Equipment prevailing at the time will be levied and will be payable by the Customer to Changeworks Recycling.

#### 6. PRESENTATION OF MATERIALS

##### 6.1 General

**6.1.1.** Changeworks Recycling may in its sole discretion agree to provide the Services at a location other than the one originally agreed with the Customer if so requested by the Customer. Changeworks Recycling may, in its sole discretion, levy an additional charge for this change of Services in line with the Current Price List.

**6.1.2.** Changeworks Recycling reserves the right to refuse to provide the Services at premises which constitute, in the opinion of Changeworks Recycling employees, a risk to their personal health and safety.

**6.1.3.** Collection vehicles will park at the nearest available suitable parking space. The Changeworks Recycling employee may refuse to collect Materials (which includes, for the avoidance of doubt, IT Equipment) if in his or her opinion the parking facilities are unsuitable.

##### 6.2 Materials

**6.2.1.** Re-useable bags and collection containers issued by Changeworks Recycling to the Customer shall at all times remain the property of Changeworks Recycling.

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**6.2.2.** A rental fee, to be determined by Changeworks Recycling from time to time, may apply to re-usable bags and collection containers.

**6.2.3.** Bags of paper must be presented for collection free from any form of contamination.

**6.2.4.** Bundles of cardboard must be presented free from contamination.

**6.2.5.** Cardboard may alternatively be presented in wheeled containers, but only if the container can be conveniently located for collection by the Changeworks Recycling vehicle.

**6.2.6.** Bags of aluminium and steel cans must be tied, and all cans must be empty of fluids.

**6.2.7.** Bags of plastic bottles must be tied, and all plastic bottles must be empty of fluids.

**6.2.8.** Printer cartridges must be empty of fluids and toner and placed in a tied plastic sack.

**6.2.9.** The Changeworks Recycling employee is empowered to refuse to provide the Services to the Customer on any occasion if in his or her opinion the Materials are contaminated or weigh in excess of maximum weights. If collected, in such circumstances, the Customer will be charged either for the equivalent number of properly presented items as estimated by the Changeworks Recycling employee, or the Minimum Uplift Charge, whichever is the greater.

**6.2.10.** In addition to the provisions of clauses 5.5, 5.6, 6.1.2 and 6.1.3 Materials must be presented in a location deemed suitable by the Changeworks Recycling employee. Typically a ground floor location with good vehicular access is regarded as suitable. Other locations may be subject to an additional charge, to be determined by the Changeworks Recycling employee who is also empowered to refuse to provide the Services to the Customer on any occasion if in their opinion the Material is not presented in a suitable location.

### **6.3 Confidential Paper**

**6.3.1.** Confidential Paper must be presented in the Confidential Paper Collection Sacks supplied by Changeworks Recycling and properly secured with the security tags supplied. For the avoidance of doubt collection of Confidential Paper not properly secured does not imply acceptance or impose a liability on Changeworks Recycling.

**6.3.2.** No liability will be assumed for Confidential Paper not properly secured and collections may be refused at the discretion of Changeworks Recycling or its appointed representative.

### **6.4. IT Equipment**

**6.4.1.** If there is more IT Equipment to uplift than previously stated, the Changeworks Recycling employee may refuse to uplift the extra IT Equipment. A second collection day will need to be arranged by the Customer.

**6.4.2.** In addition to the provisions of Clauses 5.5 and 5.6 the IT Equipment must be presented in a location deemed suitable by the Changeworks Recycling employee. The Changeworks Recycling employee is empowered to refuse to provide the Service if in his or her opinion IT Equipment is not presented in a suitable location.

## **7. CHARGES**

**7.1** General Changeworks Recycling reserves the right to vary its prices from time to time. Such variations shall be communicated to the appropriate customer contact. Current prices for services are available on request.

### **7.2 Special Collections of Materials and IT Equipment**

**7.2.1.** Any Charges quoted when the Customer arranged a Special Collection of Materials shall be deemed to be estimates based on the information supplied to Changeworks Recycling and verified by the Customer.

**7.2.2.** The final Charge invoiced shall be calculated based on the actual quantity and type of Materials collected by Changeworks Recycling unless expressly stated otherwise in a quote provided by Changeworks Recycling.

**7.3** Regular Collections of Materials the charge imposed for a collection will vary according to the total quantity of Materials that are collected on each collection, in accordance with the Current Price List.

**7.4** Waste Transfer Note Changeworks Recycling will charge for issuing Waste Transfer Notes in line with the Current Price List.

**7.5** This will apply when Changeworks Recycling has not been notified that a collection is not required or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or enters into liquidation whether compulsorily or voluntarily or shall suffer any analogous event under any jurisdiction which it is subject to.

**7.6** Minimum Administration Charge This will apply when a Customer cancels a Special Collection without sufficient notice and this charge will be in line with the Current Price List.

**7.7** Access Premium This will apply when suitable access cannot be achieved, or Materials are collected from non-ground-floor or difficult locations and this charge will be in line with the Current Price List.

**7.8** Special Collection Charges These apply to Special Collections or where a suspended Service is being resumed and this charge will be in line with the Current Price List.

### **7.9. Contaminated Collection Charge**

Where collected Materials are subsequently found to be contaminated, an additional charge will be levied, at the sole discretion of Changeworks Recycling and this charge will be in line with the Current Price List.

## **8. TERMS OF PAYMENT**

**8.1.** In consideration for the Services, the Customer agrees to pay Changeworks Recycling the Charges in accordance with the following payment terms unless expressly stated to the contrary in the Purchase Order or Proposal as confirmed by the Order Acceptance.

**8.2.** The Customer will be invoiced for the Charges in arrears monthly for Services.

**8.3.** Invoices will be itemised with the date of collection and number and type of Materials collected.

**8.4.** If the total outstanding Charge does not exceed the prevailing minimum invoice level (excluding VAT) (as set out in the Current Price List), the Charge may be held over to the following month or to such a time when the total invoice charge equals or exceeds that level at the sole discretion of Changeworks Recycling.

**8.5.** Invoices must be paid by the Customer within 30 days of date of invoice.

**8.6.** All prices are shown exclusive of value added tax ("VAT") which (if applicable) will be payable by the Customer at the relevant rate.



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**8.7.** Changeworks Recycling reserves the right to charge interest on any amounts outstanding from time to time at the rate of 5% above The Bank of Scotland base rate. The parties acknowledge and agree that the amounts set out in this clause represent a substantial remedy.

**8.8** Notwithstanding the provisions of this Clause 8, if the Customer fails to pay any amount payable by it under the Contract, Changeworks Recycling shall retain the right to suspend provision of the Services until such time as payment is made in full.

**8.9** If Service has been suspended for non-payment, on resumption Changeworks Recycling will apply a Special Collection Charge for the first collection and request a bond against future collection invoices.

**9. DATA PROTECTION**

**9.1.** Changeworks Recycling acknowledges that any and all personal data (as defined in the Data Protection Act 2018) processed by Changeworks Recycling in terms of these Conditions belongs to the Customer and that Changeworks Recycling has no right in or to the personal data other than as permitted by these Conditions.

**9.2.** The Customer shall be solely responsible for ensuring compliance with any obligations it has under the terms of the Data Protection Act 2018, prior to collection of the Materials by Changeworks Recycling or its appointed representatives. Changeworks Recycling shall not be responsible for any unauthorised disclosure of personal data should the same inadvertently arise, prior to the commencement by Changeworks Recycling of the Services.

**9.3.** For the avoidance of doubt the Customer shall be solely responsible for identifying Material and IT Equipment of a confidential nature and confirms that any material not so identified will not contain any personal data.

**9.4.** The Customer shall indemnify Changeworks Recycling against any loss, damages, costs, penalties or expenses incurred by Changeworks Recycling arising from any unauthorised disclosure of personal data during the performance by Changeworks Recycling of the Services that results from the Customer breaching its obligations in respect of this clause.

**10. CONFIDENTIALITY****10.1 General**

**10.1.1.** The parties agree and undertake that they shall keep secret and confidential at all times both during and after the Contract, any and all Confidential Information belonging to the other party which comes in to their possession at any time either before, during or after the period of the Contract.

**10.1.2.** Neither party shall, (except for the performance of its obligations hereunder) use, copy, disclose or divulge such Confidential Information to any third party except with the express written consent of the other. For the avoidance of doubt, any such permitted disclosure shall not affect the ownership of such Confidential Information.

**10.1.3.** Each party undertakes to disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Contract and to procure that such parties are made aware of and agree in writing to observe the obligations in this clause.

**10.1.4.** The provisions of this clause shall not apply to information which:

- is or comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors;
- is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;
- is independently developed by the recipient, its officers, employees, agents or contractors;
- is already in the possession of the recipient prior to such disclosure as evidenced by the recipient's prior written records;
- is required by law, by court or governmental order to be disclosed, provided however, that the recipient will promptly notify the provider of such requirements and shall take reasonable steps to coordinate with the provider in contesting or limiting such requirement or in protecting the provider's rights prior to disclosure.

The burden of proving that any of the foregoing exceptions applies shall be upon the recipient. Each party shall give notice to the other of any unauthorised misuse, disclosure, theft or other loss of the other party's Confidential Information immediately upon becoming aware of the same.

**10.1.5** The obligations under this clause shall survive the variation, expiry or termination of the Contract.

**10.2 Confidential Paper**

**10.2.1.** Changeworks Recycling will only consider Material presented in the specially labelled Confidential Paper Collection Sacks and properly secured by the security tags to be of a confidential nature.

**10.2.2.** Changeworks Recycling shall not be liable for any breach of confidentiality that may arise as a result of the Customer failing to identify or secure the Confidential Paper in the way defined in clause 10.2.1.

**10.3 Confidential PCs**

**10.3.1.** The Customer will ensure that the serial numbers of Confidential PCs to be collected have been given to Changeworks Recycling for audit trail purposes and that all Confidential PCs to be collected have been identified with confidential stickers supplied by Changeworks Recycling

**10.3.2.** Changeworks Recycling shall not be liable for any breach of confidentiality that may arise as a result of the Customer failing to provide the serial numbers of Confidential PCs to be collected or identifying Confidential PCs with the confidential stickers in the way defined in clause 10.3.1

**10.4 Non Confidential PCs**

The Customer will be solely responsible for ensuring that the IT Equipment to be collected is not of a confidential nature.

Changeworks Recycling shall not be liable for any breach of confidentiality that may arise as a result of the Customer including Confidential Information and presenting it as non-confidential collection.

**11. WARRANTIES**

Except as expressly stated in these Conditions all warranties and conditions whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality, title, and fitness for purpose) are hereby excluded to the fullest extent permitted by law.

**11.1 Certificates of destruction**

Certificates of destruction may optionally be provided, for an extra Charge determined by Changeworks Recycling.

**12. LIMITS OF LIABILITY**

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**12.1 Secure Destruction & Recycling**

Following collection Changeworks Recycling will initiate the process of secure destruction and recycling of the Materials and IT Equipment, in partnership with its appointed representative.

**12.2 Limits of liability**

**12.2.1.** Neither party excludes or limits liability to the other party for death or personal injury caused by any negligent act or omission, wilful misconduct or breach of duty of such party.

**12.2.2.** Changeworks Recycling shall, in no circumstances, be liable to the Customer (including by way of indemnity) in respect of any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise):

- any indirect, incidental, special or consequential loss or damage;
- loss of actual or anticipated profits;
- loss of goodwill;
- loss of business;
- loss of revenue or of the use of money;
- loss of contracts;
- loss of anticipated savings; and loss which could have been avoided by the Customer through reasonable conduct or by the Customer taking reasonable precautions.

**12.2.3.** Changeworks Recycling's aggregate and total liability under the Contract (including that arising from negligence delict or otherwise) shall in no event exceed a sum equal to five (5) times the Charges paid by the Customer for the relevant Services for which the liability arises, or to a maximum of twenty thousand pounds (£20,000), whichever amount is the smaller.

**12.2.4.** Nothing in this clause shall apply so as to limit the money payable to Changeworks Recycling under the Contract.

**12.2.5** For the avoidance of doubt Changeworks Recycling's liability for damages for misrepresentation (other than fraudulent) is excluded. This does not affect the statutory rights of the Customer.

**12.3 Statutory and regulatory documents**

Where the Customer supplies Confidential Paper or Confidential PCs, which contain information that can be classified as statutory or regulatory, the Customer must satisfy itself that it has retained copies within the organisation to meet those legal responsibilities before releasing the Material or IT Equipment to Changeworks Recycling.

**13. FORCE MAJEURE**

Changeworks Recycling shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-out or other industrial disputes (whether involving the workforce of Changeworks Recycling or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction accident breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

**14. TERMINATION OR VARIATION OF THIS CONTRACT**

**14.1.** The Contract shall commence on the Commencement Date and shall, subject as otherwise provided, continue as set out in clause 3.3 above in force unless terminated in accordance with this clause 14.

**14.2** The Customer or Changeworks Recycling may choose to terminate or vary the Contract at any time by giving to the other not less than three months but not more than six months' notice in writing to the other in accordance with clause 24. Such termination may only take effect on a yearly anniversary of the Commencement Date and until then both the Customer and Changeworks Recycling's obligations will remain in force. The Customer will be liable to settle for all future costs and associated invoices up to and including the end of the contract period.

**14.3.** The Contract may be terminated by Changeworks Recycling by written notice with immediate effect if the Customer: commits any breach of this Contract which is material and not capable of remedy, or which is capable of remedy but which is not remedied within fourteen (14) days of notice from Changeworks Recycling to do so (in which case Changeworks Recycling may insist on payment in cash or cleared funds in advance of delivery of the Service and or cancel or suspend any further Services); or ceases to carry on its activities, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any compositions or arrangement with its creditors, takes or suffers any similar action in consequence of debt, an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or enters into liquidation whether compulsorily or voluntarily or shall suffer any analogous event under any jurisdiction which it is subject to.

**14.4** On termination of the Contract all amounts due and that remain outstanding from the Customer under the Contract shall be paid immediately by the Customer.

**14.5** Termination of the Services shall not affect whatsoever the rights and obligations accrued at the time of termination.

**15. DEFAULT**

If the Customer fails to pay Changeworks Recycling for any Services or goods on the due date or the Customer becomes insolvent or is placed in voluntary liquidation or has any order made for its compulsory liquidation or has an administrator, receiver or liquidator appointed over the whole or any part of its assets or ceases to carry on business or if the Customer is in breach of any of these Conditions and fails to remedy such breach after being so requested to do, Changeworks Recycling shall be entitled to payment of the full balance outstanding on any account between Changeworks Recycling and the Customer shall become immediately payable and all charges that would be due for all future costs and associated invoices up to and including the end of the Contract period over the balance of the 12 month period and any other charges that may have fallen due in terms of this agreement. The charges due over the balance of the twelve-month period contract will be calculated by taking the average charge to the Customer in the three months prior to the default or the Minimum Uplift Charge, whichever is greater, and multiplying that by the number of months remaining prior to the end of the contract period yearly anniversary of the

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Commencement Date and Changeworks Recycling shall also become entitled to do one or more of the following (without prejudice to any other rights or remedies it may have):-

- Require payment in cash or cleared funds in advance of provision of the Services or delivery of the Goods;
- Cancel or suspend any further Services;

**16. SEVERABILITY**

If any Clause or sub Clause of these Conditions is held by any court or other competent authority to be void or unenforceable the validity of the other Clauses or sub Clauses of these Conditions shall not be affected and they shall remain in full force and effect.

**17. DISPUTES**

In the event of any disputes arising which cannot be settled by mutual agreement, Changeworks Recycling reserves the right to refer such a dispute to arbitration to the Chartered Institute of Arbitrators who shall be responsible for appointing an arbitrator on behalf of the parties, in the event that an independent arbitrator cannot be agreed upon by the parties.

**18. ASSIGNATION**

**18.1** Changeworks Recycling may at any time assign, charge or otherwise transfer the Contract or any of its rights or obligations under it.

**18.2** The Customer shall not, and shall not purport to, assign, charge or otherwise transfer the Contract or its rights or obligations under it without Changeworks Recycling prior written consent. Any such consent shall not excuse the Customer from performance of any obligations on its part to be performed.

**19. NO PARTNERSHIP OR AGENCY**

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right of power).

**20. ENTIRE AGREEMENT**

**20.1** The Contract supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to its subject matter

**20.2** Unless expressly agreed to in writing by Changeworks Recycling these Conditions:

**20.2.1** Apply in place of and prevail over any terms or conditions contained in any correspondence, referred to by the Customer or that may be implied by trade, custom or course of dealing and any purported contrary or inconsistent terms and conditions are hereby excluded; and

**20.2.2** Are the only terms and conditions upon which Changeworks Recycling will provide the Services.

**21. VARIATION**

Any variation to the Contract and to these Conditions shall only be effective if in writing and signed by authorised representatives of both parties.

**22. WAIVER**

The failure of either party to exercise or enforce any right conferred on that party by the Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

**23. THIRD PARTY RIGHTS**

Save to the extent expressly set out in the Contract, the Contract is not intended to nor shall it create any rights, entitlement, claims or benefits enforceable by any person that is not a party to it and the rights set out in the Contracts (Rights of Third Parties) Act 1999 shall not apply.

**24. NOTICES**

**24.1** Any notice given under the Contract shall be in writing and may be delivered by hand or sent by first class recorded delivery post to the other party at their last known address, or such other address as may from time to time be notified in writing to the party giving such notice or other communication, by the party to whom such notice or other communication is given.

**24.2** Notices shall be deemed given, in the case of notice given by recorded delivery post, two business days after the date of posting. Notices delivered by hand shall be deemed given at the time when left at the correct address of the recipient.

**25. GOVERNING LAW**

The Contract shall be governed and construed in all respects by Scots law and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.