

## RECONOMY (UK) LTD STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### 1. INTERPRETATION

#### 1.1. In these Conditions:

**"ANNUAL WASTE TRANSFER NOTE"** means a 'season ticket' document that provides a written description of the Waste Material being collected under the Specified Service that can be used for a period of up to 12 months to cover all repeated collections of such Waste Material where the description of the waste and all the circumstances remains the same;

**"AUTHORISED REPRESENTATIVE"** means the person or persons authorised by the Company to act on behalf of the Company in relation to the Contract and will be of no lesser designation than that of a Director;

**"BUSINESS DAYS"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**"CHARGES"** means the price quoted to the Client for the provision of the Specified Services;

**"CLIENT"** means the person or company who purchases the Specified Services and whose details are set out in the Order Confirmation;

**"COMPANY"** means RECONOMY (UK) LTD (registered in England and Wales) with company number 2951661;

**"COMPANY'S PORTAL"** means the Company's online platform known as Reconomy Portal;

**"CONDITIONS"** means these terms and conditions as amended from time to time in accordance with 33.1;

**"CONFIDENTIAL INFORMATION"** means any commercial, financial or technical information, information relating to the Specified Service, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under or otherwise pursuant to the Contract;

**"CONTRACT"** means the contract between the Company and the Client for the provision of the Specified Service in accordance with these Conditions;

**"EQUIPMENT"** means any container or recycling equipment provided by the Company or a Service Provider in relation to the Specified Service;

**"ESTIMATED TONNAGE"** means the estimated weight within the container based on industry averages for the waste stream.

**"HAZARDOUS WASTE"** has the meaning given to it in Hazardous Waste Regulations 2005;

**"INCORRECT MATERIAL"** means any waste material which does not meet the description of the Waste Material;

**"INTELLECTUAL PROPERTY RIGHTS"** means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in Confidential Information, rights to sue for passing off, domain names and all similar rights;

**"MOBILE APP"** means the Company's mobile applications SiteBuddy™ and Tipping™;

**"ORDER"** means the Client's order for the Specified Services, confirming the quantity of material it requires to be collected, the description of the Waste Material, any Equipment required and the number of collections required, submitted via the Mobile App, email, on the Company's Portal or described on the telephone;

**"ORDER CONFIRMATION"** means the Company's acceptance of the Client's Order, which confirms the Specified Services to be provided, the Initial Term, any Equipment hired and the Charges payable, as issued by email, post, via the Mobile App or as confirmed on the telephone.

**"SERVICE PROVIDER"** means any third party person, organisation or agent and their respective employees and agents, that is retained, engaged or contracted by the Company to carry out part or total performance of the Contract;

**"SPECIFIED SERVICE"** means the supply of waste management, recycling and environmental services including, as required, Equipment, to the Client as detailed in the Order Confirmation;

**"SITE"** means the Client's premises where the Specified Service is to be provided, as set out in the Order Confirmation;

**"TERM"** means the duration of the Contract until terminated by either party;

**"TRANSFER NOTE"** means a document that provides a written description of the Waste Material being collected under the Specified Service;

**"VAT"** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Specified Service;

**"WASTE MATERIAL"** means the material to be collected under the Specified Service and as described in the Order Confirmation.

1.2. The headings in these Conditions are for convenience only and shall not affect their construction or interpretation.

### 2. BASIS OF CONTRACT

2.1. No terms or conditions endorsed on, delivered with, or contained within the Client's purchase conditions, order, confirmation of order, specification or other document or any other terms that the Client seeks to impose or which are implied by law, trade customer, or course of dealing shall form part of these Conditions except to the extent that the Company otherwise agrees in writing.

2.2. Each Order shall be an offer to purchase Specified Services subject to these Conditions and, if the Order is made via the Mobile App, the Mobile App conditions.

2.3. The Company may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Specified Services shall arise, until the earlier of:

2.3.1. the Company issuing an Order Confirmation; or

- 2.3.2. the Company performing the Specified Services or notifying the Client that they are ready to be performed (as the case may be).
- 2.4. The Client confirms that, at the time of placing an Order, the person placing the Order has the authority to bind the Client.
- 2.5. The Company may correct any typographical errors, other errors or omissions in any Order Confirmation or invoice relating to the provision of the Specified Service without any liability to the Company.

### 3. SUPPLY OF THE SPECIFIED SERVICE

- 3.1. The Company shall provide the Specified Service to the Client at the Site in accordance with these Conditions and the terms of the Order.
- 3.2. The Company may at any time without notifying the Client make any changes to the Specified Service, which are necessary to comply with any applicable law or regulatory requirement, or any applicable health and safety requirement, or which do not materially affect the nature or quality of the Specified Service.
- 3.3. The Company or if appropriate, the Service Provider will supply the Specified Service during the Company's normal operating hours unless otherwise agreed in writing by the Company.
- 3.4. The Company reserves the right to suspend performance of the Specified Services without liability to the Client and/or apply additional Charges to the Client in accordance with clause 4 if the Client does not comply with its obligations under clause 4.
- 3.5. If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client or failure by the Client to perform its obligations, including those set out at clause 4 ("**Client Default**"):
  - 3.5.1. without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Specified Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
  - 3.5.2. the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 3.5; and
  - 3.5.3. the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.
- 3.6. The Company will consign all Waste Material to a final disposal location which is appropriately licensed to accept the classification of Waste Material. An explanation of codes will be provided by the Company's compliance department upon request from the Client.

### 4. CLIENT OBLIGATIONS AND WARRANTIES

#### Equipment

- 4.1. Unless otherwise agreed in writing with the Company, the Client will:
  - 4.1.1. ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any instructions;
  - 4.1.2. take such steps (including compliance with all safety and usage instructions provided by the Company or the Service Provider) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
  - 4.1.3. ensure that the Equipment is used by competent persons in a safe manner;
  - 4.1.4. maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the date it was delivered to the Client (fair wear and tear only excepted), and shall make good any damage to the Equipment;
  - 4.1.5. make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Company. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Company immediately upon installation;
  - 4.1.6. ensure that the Equipment is not moved from the position which it is installed at the Site and the surrounding area is kept unobstructed and free from other materials and property at all times;
  - 4.1.7. keep the Company fully informed of all material matters relating to the Equipment;
  - 4.1.8. permit the Company or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
  - 4.1.9. not, without the prior written consent of the Company, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
  - 4.1.10. not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Company in the Equipment;
  - 4.1.11. not use the Equipment for any unlawful purpose;
  - 4.1.12. ensure that at all times the Equipment remains identifiable as the Company's property and unless otherwise agreed in writing by the Company, will not affix any signs or advertising to the Equipment; and
  - 4.1.13. ensure that the Equipment is not overloaded by weight or volume and does not exceed the height of the Equipment walls.

#### Specified Services

- 4.2. The Client warrants that:
  - 4.2.1. it has, and will upon request, supply the Company with all necessary documents, data, information and materials within the timescales required, in order for the Company to perform the Specified Services.
  - 4.2.2. it has at the time of the Order or at such other time as otherwise agreed by the Company, supplied the Company with an accurate description of the Waste Materials to be handled or collected by the Company or its Service Provider during the provision of the Specified Service or if it is unable to give this warranty, it will allow the Company, at the Client's cost, to carry out an analysis of any such Waste Materials;
  - 4.2.3. it has provided the Company with all relevant, full and accurate information as to the Client's business and needs relating to the Specific Service;
  - 4.2.4. all Waste Material to be collected under the Specified Services corresponds with the Waste Material described in the Order Confirmation and is packaged and contained in accordance with all applicable laws, legislations or requirement;

- 4.2.5. it has obtained and will maintain, all necessary licences, permits and consents and comply with all relevant legislation;
- 4.2.6. no Hazardous Waste will be placed in the Equipment or included in the Waste Materials unless the Order Confirmation states otherwise or the Company has consented otherwise in writing

4.3. The Client shall:

- 4.3.1. ensure that the terms of the Order and any information provided to the Company are complete and accurate.
- 4.3.2. ensure that the Site is suitable for the safe delivery of the Equipment and the provision of the Specified Services;
- 4.3.3. ensure that the Company and its Service Provider will have safe and unimpeded access to the Site without charge at all times to carry out the Specified Services;
- 4.3.4. provide the Company with an accurate description of the Waste Material to be consigned for disposal pursuant to the Specified Services at the time of the Order and comply with clause 5.1 if the Waste Material changes ; and
- 4.3.5. inform the Company of and ensure compliance with all health and safety policies, regulations and security requirements that apply to the Site.
- 4.3.6. where reporting on the usage of the Specified Service is provided, monitor the volume reports on a quarterly basis and, in the event of significant variation of usage, use its best endeavours to confirm the reason(s) for such changes to the Company.

## 5. CHANGES TO THE SPECIFIED SERVICES

- 5.1. The Client will provide the Company with notice of any change to the Waste Material before collection or exchange of the Waste Material, including a written description of the revised Waste Material which is consigned for disposal, so that the Company may complete the appropriate Transfer Note.
- 5.2. If the Client anticipates significant variations in the volumes of Waste Material to be collected pursuant to the Specified Services, the Client will provide at least 30 days written notice to the Company of the revised estimated volume.

## 6. CHARGES AND PAYMENT

- 6.1. The Client shall pay the Company the Charges for the Specified Services, as notified to the Client by the Company.
- 6.2. The Charges are exclusive of:
  - 6.2.1. landfill tax unless otherwise stated in the Order Confirmation; and
  - 6.2.2. VAT,which shall be additionally payable by the Client.
- 6.3. The Company reserves the right to charge the Client:
  - 6.3.1. any additional sums applicable to the provision of the Specified Service, which may be applied by the Company from time to time
  - 6.3.2. additional charges for any costs incurred by the Company as a result of the Client including Incorrect Material for collection pursuant to the Specified Services; and/or
  - 6.3.3. a rental charge in respect of the Equipment where the Client requires the Company to perform the Specified Service less than once per week.
- 6.4. The Company reserves the right to vary the Charges with immediate effect by written notice to the Client where there is an increase in the cost of supplying the Specified Service, including as a result of any increases in governmental landfill tax rates, changes in the market pertaining to waste collection, disposal, recycling or reuse of waste, that has a direct or indirect effect on prices, or the interpretation or re classification of the rate of landfill tax (i.e. from a material previously classified as non-active to active, whether that being at the point of collection or once the material has been processed in a recycling facility, the outcome of which results in a higher proportion of tax being recovered by HMRC), any decrease in global commodity prices for recycled materials, any increases in associated export costs of such recycled materials, or any increased costs associated with the export of waste derived fuels/refuse derived fuels to the European Union, increased fuel, labour or transportation costs, or restrictions or tariffs on the trade between the European Union and the United Kingdom.
- 6.5. The Company may invoice the Client at any time after performance of the relevant Specified Service unless otherwise agreed by the Company in writing.
- 6.6. The Client will pay all invoices in full without any set-off or other deduction, in cleared funds within 30 days of the date of the invoice to the bank account nominated by the Company.
- 6.7. If the Client receives an invoice which it reasonably believes includes a sum which is not valid or properly due, the Client:
  - 6.7.1. must raise such invoicing queries in writing to the Company's credit control department within 14 days of the date of the invoice;
  - 6.7.2. shall pay any undisputed element of the invoice in accordance with clause 6.6 but shall not be in breach of the Contract for any failure to pay any Charges disputed in good faith;
  - 6.7.3. shall, following resolution of the query, pay such amount of the queried invoice which is considered to have been properly invoiced, together with any interest which the Company may charge in accordance with clause 6.8 from the original due date until the date of payment.If the Client does not raise a query in accordance with this clause 6.7, the invoice will be deemed to be accepted and due for payment in accordance clause 6.6.
- 6.8. Where sums under these Conditions are not paid in full by the due date, the Company shall be entitled, without limiting any other rights or remedies it may have, to charge interest on the outstanding amount at 4% above the base rate of Lloyds Bank Plc from time to time. Interest will accrue on a daily basis from the due date for payment until payment in full is received, whether before or after judgment.
- 6.9. The Company will not provide paper copy documents related to the Specified Service, including tickets (proof of delivery) and copy invoices. Copies of these documents are available online and can be downloaded by the Client via their account on the Company's Portal.

## 7. PERFORMANCE

- 7.1. The Company shall:
  - 7.1.1. provide the Specified Services using reasonable care and skill and so that they comply with their description set out in the Order; and

- 7.1.2. ensure that the Equipment is:
  - 7.1.2.1. in good working order and of satisfactory quality at the time of delivery to the Site; and
  - 7.1.2.2. suitable for the Specified Services as described by the Client.
- 7.2. In so far as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Company, the Client shall only be entitled to such warranty or other benefit as the Company has received from the manufacturer or supplier.
- 7.3. The Company shall, at its option, remedy, re-perform or refund the Specified Services that do not comply with clause 7.1.1, provided that:
  - 7.3.1. the Client serves written notice on the Company not later than fourteen Business Days from the date of performance; and
  - 7.3.2. such notice specifies that some or all of the Specified Services do not comply with clause 7.1.1 and identifies in sufficient detail the nature and extent of the defects; and
  - 7.3.3. the Client gives the Company a reasonable opportunity to examine the claim of the defective Specified Services.
- 7.4. The Company shall remedy, free of charge, any defect in the Equipment which exists on the date of delivery of the Equipment to the Site, provided that:
  - 7.4.1. the Client notifies the Company of any defect in writing within five Business Days of delivery;
  - 7.4.2. the Company is permitted to make a full examination of the alleged defect;
  - 7.4.3. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Company's authorised personnel; and
  - 7.4.4. the defect is directly attributable to defective material, workmanship or design.
- 7.5. The provisions of these Conditions shall apply to any Specified Services that are remedied or re-performed with effect from performance of the remedied or re-performed Specified Services.
- 7.6. Except as set out in this clause 7, the Company gives no warranties and makes no representations in relation to the Specified Services or the Equipment and shall have no liability for their failure to comply with the warranty in clause 7.1, and all warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## 8. LIABILITY

- 8.1. The extent of the Company's liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.
- 8.2. Subject to clause 8.5, the Company's total liability in each calendar year shall not exceed the total Charges paid by the Client in respect of the Order to which the claim relates.
- 8.3. Subject to clause 8.5, the Company shall not be liable for consequential, indirect or special losses.
- 8.4. Subject to clause 8.5, the Company shall not be liable for any of the following (whether direct or indirect):
  - 8.4.1. loss of profit;
  - 8.4.2. loss of business;
  - 8.4.3. harm to reputation or loss of goodwill;
  - 8.4.4. loss or savings, discount or rebate (whether actual or anticipated);
  - 8.4.5. loss or corruption of data or information;
  - 8.4.6. damage to any property of the Client or a third party, unless such damage is caused by the Company's negligence;
  - 8.4.7. loss of contract;
  - 8.4.8. loss of use;
  - 8.4.9. loss of opportunity.
- 8.5. Notwithstanding any other provision of these Conditions, the liability of the parties shall not be limited in any way for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other losses which cannot be excluded or limited by law.

## 9. INDEMNITY

- 9.1. The Client shall indemnify the Company and its Service Providers from and against any losses, damages, liability, costs (including legal fees) and expenses which the Company may suffer or incur directly or indirectly from the Client's fraud, negligence or breach of any of its obligations under the Contract.

## 10. RISK, OWNERSHIP AND INSURANCE

- 10.1. Ownership of the Equipment will remain at all times with the Company or Service Provider, as applicable.
- 10.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Client at the time that it is delivered to the Site. The Equipment shall remain at the sole risk of the Client during the Term and any further term during which the Equipment is in the possession, custody or control of the Client ("Risk Period") until such time as the Equipment is collected by the Company or Service Provider (as applicable) and the Client has received a signed collection note. During the Risk Period, the Client shall, at its own expense, obtain and maintain the following insurances:
  - 10.2.1. insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Company may from time to time nominate in writing;
  - 10.2.2. insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Company may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
  - 10.2.3. insurance against such other or further risks relating to the Equipment as may be required by law.
- 10.3. The Client shall give immediate written notice to the Company in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Client's possession or use of the Equipment.

10.4. Ownership and risk of the Waste Material shall pass to the Company at the time that it is collected by the Company pursuant to the Specified Services.

## 11. TERMINATION

- 11.1. The Contract shall continue until terminated by either party by giving not less than three months' written notice to the other party.
- 11.2. Either party may give written notice to immediately terminate the Contract (without limiting any other remedy) if:
- 11.2.1. the other party commits a material breach of these Conditions and which, if capable of remedy, is not remedied within 30 days of receiving written notice to do so;
  - 11.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - 11.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 11.2.4. the other party (being an individual) is the subject of a bankruptcy petition, application or order;
  - 11.2.5. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.3. The Company may terminate the Contract at any time by giving notice in writing to the Client if the Client has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Company has given notification that payment is overdue.
- 11.4. The Client may off-hire the Equipment by giving the Company at least 24 hours' written notice. The Company will use its reasonable endeavours to remove the Equipment from the Site within 48 hours of the notification, or notify the Client of the removal date, if this will exceed the 48 hours.

## 12. CONSEQUENCES OF TERMINATION

- 12.1. On termination of the contract, for any reason:
- 12.1.1. the Company shall submit an invoice for the Specified Services which have not previously been invoiced in accordance with clause 6 and any additional Charges payable by the Client;
  - 12.1.2. The Client shall:
    - 12.1.2.1. immediately pay to the Company all outstanding invoices, interest and Charges; and
    - 12.1.2.2. within 14 days of the termination date return all Equipment to the Company and if the Client fails to comply with this obligation, the Company or the Service Provider shall be entitled to enter the Site to recover the Equipment and the Client will reimburse the Company for the cost of doing so;
  - 12.1.3. in the event that the Contract is terminated for the reasons set out in clause 11.2.2:
    - 12.1.3.1. the Client will not be entitled to payment of any prebate, rebate or discount in respect of the Contract or the Specified Service, whether such payments are outstanding or have been invoiced by the Client to the Company; and
    - 12.1.3.2. the Client will immediately reimburse the Company for any payments previously made to the Client in respect of prebate, rebate or discount,
  - 12.1.4. termination or expiry of the Contract shall not affect any accrued rights and liabilities of the parties at any time up to the date of the termination, save as expressly stated within these Conditions.

## 13. NON-SOLICITATION

- 13.1. For the duration of the Contract and for a period of 12 months following the termination of the contract:
- 13.1.1. the Client will not contract with any Service Provider which carries out the Specified Services on behalf the Company; and
  - 13.1.2. the Client will notify the Company if any Service Provider which carried out the Specified Services contacts or attempts to circumvent the Client.

## 14. TIMING

- 14.1. The Company will use reasonable endeavours to provide the Specified Service and/or deliver the Equipment on the date and time that has been scheduled but, any such dates and times shall be estimates only and time shall not be of the essence for performance of the Specified Service or delivery of the Equipment.
- 14.2. Unless stated otherwise, time is of the essence in relation to performance of the Customer's obligations.

## 15. MANAGEMENT INFORMATION

- 15.1. If mutually agreed between the Company and the Client, the Company will provide the Client with industry standard reports on the Specified Service via the Company's Portal. The Company reserves the right to invoice the Client for the reports as an additional Charge.
- 15.2. The Company or Service Provider may at its discretion operate ticketless systems, for example with scheduled trade waste collection containers (1100 litre or similar) and mobile compaction containers (REL/FEL). In these circumstances individual proof of delivery tickets will not be available and individual service tickets to denote proof that the Specified Service has been carried out will not be issued for signature by the Client. Instead, an Annual Waste Transfer Note will be provided to signify proof of performance of the Specified Service and to discharge the Client's obligation under the Environmental Protection Act (1990).
- 15.3. Where the Company has to rely on estimated tonnage it will use reasonable endeavours to ensure that the data is correct utilising as its base, industry averages. However, the Company accepts no liability as to the accuracy of its estimated tonnage.

## 16. DUTY OF CARE SECTION 34

- 16.1. All operations carried out by the Company or Service Provider will be in full compliance with the Duty of Care Section 34 of the Environmental Protection Act (1990). The Company carries the status of Registered Waste Carrier and Broker for the purposes of the Environmental Protection Act (1990) (Section 34:3: D).



16.2. The Company may issue an Annual Waste Transfer Note to satisfy the description and documentary requirements of the [Waste Regulations \(England and Wales\) 2014](#) or any similar legislation as amended or re-enacted from time to time, which shall apply for a period of 12 months, after which time the Annual Waste Transfer Note will automatically be renewed, unless notified by the Client in writing not to do.

16.3. The Client will ensure that it signs and returns the Annual Waste Transfer Note to the Company within 5 Business Days. It is the Client's responsibility to ensure that the Annual Waste Transfer Note is returned to the Company once it has been issued and no reminders will be sent by the Company.

## 17. ASSIGNMENT

17.1. Subject to clause 17.2, neither party shall assign, transfer, sub contract or sub let the whole or any part of the Contract without the prior written consent of the other party.

17.2. The Company may at any time, subcontract its rights and obligations under the Contract to a Service Provider.

## 18. CONFIDENTIALITY

18.1. Each party (including their employees, associates and agents) shall, during the Term and for a period of 5 years after termination of the Contract, keep all Confidential Information of the other party confidential and shall only use the same solely to the extent necessary to perform the Contract.

18.2. The Client shall, during the Term and for a period of 5 years after termination of the Contract, keep all Confidential Information of the Service Provider confidential and only use the same solely to the extent necessary to perform the Contract

18.3. The provisions of this clause shall not apply to any information that is to required to be disclosed by law or a regulatory body or information that is or subsequently enters the public domain, other than as a consequence of any breach of this Contract.

## 19. NON-CIRCUMVENTION

19.1. The Client acknowledges that the Specified Services are provided to the Client by the Company and will not seek to engage the Service Provider, directly or indirectly with regard to the same Specified Services, other than with the Company's express written consent

## 20. INTELLECTUAL PROPERTY RIGHTS

20.1. All Intellectual Property Rights in all items and information delivered by the Company to the Client under this Contract, including those parts of any software or reports or report format, remain the property of the Company or its licensors. The Client agrees to keep such documents and Intellectual Property Rights confidential.

20.2. The Company grants the Client a right to make one copy of the Intellectual Property Rights provided to the Client provided that the copy is made for its own business purposes and the copy is kept confidential and not disclosed to any third party without the prior written consent of the Company.

20.3. The Client will indemnify against any losses suffered by the Company as a result of to any unauthorised use of the Company's Intellectual Property Rights.

## 21. FORCE MAJEURE

21.1. Neither party shall be liable to the other for any delay or failure to perform its obligations under the Contract where such delay or failure results from events beyond its control, but nothing in this clause shall limit the obligations of the Client or Company to use their reasonable endeavours to fulfil their obligations under the Contract.

## 22. SUB-CONTRACTOR STATUS

22.1. It is expressly understood by the Client that the Company does not act as a sub-contractor in relation to the Specified Service. The Client acknowledges and accepts that any any conditions or documents provided by the Client which refer to the Company acting as a sub-contractor or accepting any liabilities in connection with a status of a sub-contractor, will not be applicable or binding upon the Company.

## 23. DATA PROTECTION

23.1. The Company will process the Client's personal data in accordance with its Data Processing Policy which can be found <https://www.reconomy.com/privacy-policy/>.

## 24. NOTICES

24.1. Notices given under this Contract shall be in writing and sent to the other party at its registered office or such other address as a party may notify to the other party in accordance with this clause 24 or in the case of notices sent to the Company, by email to [legalnotices@reconomy.com](mailto:legalnotices@reconomy.com). Notices may be given and will be deemed received:

24.1.1. if by first class post: two Business Days after posting;

24.1.2. if by hand: on delivery;

24.1.3. if by email: one Business Day after transmission

24.2. All written and oral communications, notices and documents relating to the Contract shall be in English.

## 25. WAIVER

26. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of those rights, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 27. PUBLICITY

27.1. The Company shall be entitled to use for advertising purposes, such information about the supply of Specified Services.

## 28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

28.1. No provision of this Contract shall confer on any third party any benefit or right enforceable at the option of that third party against the parties to this Contract, except where expressly permitted in this Contract.

## 29. THE BRIBERY ACT 2010

29.1. The Client shall comply with all applicable bribery laws, including the Bribery Act 2010 ("BA2010") ensuring that it has in place adequate procedures to prevent bribery and ensure that all of the Client's personnel, sub-contractors and other associated persons involved in performing the Contract so comply.

29.2. The Client shall immediately notify the Company as soon as it becomes aware of a breach or possible breach of this clause 29.

## **30. ANTI-SLAVERY**

30.1. The Client undertakes, warrants and represents that:

30.1.1. neither the Client, its officers, employees, agents or subcontractors have not committed an offence, are subject to an investigation regarding an offence or prosecution, or is aware of circumstances in the supply chain that could give rise to an investigation for an offence or prosecution under the Modern Slavery Act 2015 ("MSA");

30.1.2. it shall comply with the MSA and the Company's modern Slavery policy as published on the Company's website; and

30.1.3. it will notify the Company immediately if it becomes aware or has reason to believe that it or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under this clause 30.

## **31. DISPUTES**

31.1. If any dispute arises between the Client and the Company, it shall be referred in the first instance to a senior member of staff within the respective parties to resolve and in the case of the Company this will be to a Director of the Company. If the matter cannot be resolved within 21 days of a dispute so being declared, or if the Client is not satisfied with the outcome of the Director's decision, then the Client will have the right to formally raise the dispute in writing with the Company's Managing Director to reach a final resolution of the dispute within 30 days of the matter being formally raised.

31.2. If resolution cannot be reached between the parties having followed the process at clause 31.1, then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

## **32. ENTIRE AGREEMENT**

32.1. These Conditions, together with specific terms set out in the Order Confirmation and Mobile App terms, constitute the entire agreement between the parties and supersede any previous agreement or understanding between the parties and no variation to these conditions is valid or binding unless approved in writing by the Authorised Representative of the Company. All other terms and conditions expressed or implied, by statute, or otherwise, are excluded to the fullest extent permitted by law.

## **33. VARIATION**

33.1. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Client.

## **34. SEVERABILITY**

34.1. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

## **35. LAW**

35.1. The Contract and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

35.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).