0117 373 9322
john@eco-reycle.co.uk

ABOUT RECOVER RECYCLING

Recover Recycling is a lithium-iron recycling solution. Our mission is to collect and recycle 100% of the lithium-ion batteries in the UK, honestly and sustainably.

BASIS OF SALE

1. **These Terms and Conditions set out the whole agreement between you and us for the supply of our services, excluding all other terms and conditions.**
2. **If we provide a quote for a collection without first inspecting the location, a contract shall be created between us upon your acceptance of our quote, whether by telephone, email, or online. We reserve the right to vary our quoted price if the information you provided at the time of the clearance was incomplete or inaccurate.**
3. **We may add additional fees to cover additional weight removed, despite it being the volume quoted.**
4. **As brokers, we may use other vetted waste service customers to carry out clearances, skip hire, bin and bag collections and other services.**

PROVISION OF SERVICES

1. **We will provide our service with reasonable care and skill unless prevented by a force majeure event.**
2. **We will endeavour to undertake the clearance on the date and at any time agreed, but there may be delays due to circumstances beyond our control. In this case, we will inform you and, if necessary, arrange a revised date as soon as reasonably possible. Where we provide you with an estimated arrival time, this should not be construed as offering any form of guarantee on the time we will attend to perform the collection.**
3. **You agree to provide our team free and safe access to the premises. You shall notify us of any exceptional circumstances relevant to our quotation, including any access issues, if any items are large or heavy, if the clearance would necessitate working at height. Suppose you do not notify us of such exceptional circumstances, or provide us with incomplete or inaccurate information or instructions. In that case, we may either make an additional charge to cover any extra work or required costs or, if we cannot undertake the clearance, charge a Wasted Journey Fee.**
4. **You confirm that you have the full authority for us to collect and recycle. You shall indemnify us from and against any cost or expense we suffer or incur from any third party as a result of your not having the authority for us to make the collection.**
5. **If we detect or suspect asbestos on site, we may vacate the premises and will not be responsible for further clearance. You shall still be fully liable for paying for our attendance in such an event. Suppose we appoint an expert to remove materials already loaded onto our vans. In that case, we reserve the right to charge you if we were unaware of any asbestos at the time of removal.**

0117 373 9322
john@eco-reycle.co.uk

PRICE AND PAYMENT

1. **All prices are in pounds sterling**
2. **We will send you a quote, which you can accept or decline via Xero**
3. **Invoices must be paid within 7 days unless by prior arranged agreement. A £25 admin fee will be added to invoices after 14 days and every 7 days thereafter to cover the administration of resending invoices.**
4. **Recover Recycling reserves the right to charge interest of 1.5 % per month on any outstanding amounts. Additionally, if payment is not received within 60 days, we can return the batteries to where we collected them. In that case, we will charge storage and transport/ staff costs.**

CANCELLATIONS, WASTED JOURNEYS AND CHARGES

1. **If you are contracting as a "consumer" per the Consumer Contracts (Information, Cancellations and additional charges) Regulations 2013, you may cancel your collection at any time within 14 days of booking, provided we have not started to provide the service. You must provide us with written notice to exercise the statutory right of cancellation.**
2. **If, having arrived at the site, we are unable to complete the collection because of an act or omission by you (e.g., we cannot gain access, or you cancel the service), we will refund you all monies paid less a wasted journey charge of £100 ('Wasted Journey Fee') to cover our lost opportunity cost and the costs of travel and labour spent attending the site.**

LIMITATION OF LIABILITY

1. **This clause does not exclude or limit in any way our liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.**
2. **We shall not be liable to you, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the contract. Our total liability to you for all other losses arising under or in connection with the contract, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the price of our services under the contract in question.**
3. **We cannot guarantee that no property damage will occur during the collection. Once our clearance is complete, you should inspect the working area and notify the clearance crew of any damage before they leave the site. Any such damage must also be noted in writing by Recover Recycling within 2 days of completion of the collection. We will not accept liability for any damage not reported to us within this time.**

0117 373 9322
john@eco-reycle.co.uk

EVENTS OUTSIDE OUR CONTROL

1. **We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms caused by events outside our reasonable control (Force Majeure Event).**
2. **A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control. It includes (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private telecommunications networks.**
3. **Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.**

TERMINATION

We may terminate the arrangement between us at any time. Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights.

NOTICES

All notices you send us must be sent to us by email. We may notify you at the email or postal address you provide to us at the time of booking. Notice will be deemed received and properly served 24 hours after an email is sent or three days after posting any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email, that the email was sent to the specified email address of the addressee.

0117 373 9322
john@eco-reycle.co.uk

DATA PROTECTION

1. **We will only use your personal information to provide the services or to inform you about similar services we provide unless you tell us that you do not want to receive this information.**
2. **You agree that we may pass your details to credit reference agencies.**
3. **You acknowledge that we may share your data with any party listed in our registration as a data controller in full compliance with all aspects of the Data Protection Act 1998.**

GENERAL

1. **If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.**
2. **If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.**
3. **A person not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.**
4. **These Terms shall be governed by English law, and you and we both agree to the exclusive jurisdiction of the English courts.**

DISCLOSURE TO THIRD PARTIES

Recover Recycling does not sell, trade, or rent your personal information to others. We never disclose information about a client to any other person or organisation without your consent unless an emergency requires it or we are legally required to do so. We may provide aggregate statistics about our customers, sales, collection patterns, and related site information to reputable third-party vendors, but these statistics will include no personally identifying information.

YOUR CONSENT

In using the Recover Recycling website, you consent to collecting and using this information by Recover Recycling in the ways described above.

0117 373 9322
john@eco-reycle.co.uk

OTHER

If you have any further questions about our privacy policy or its' implementation, please contact us.. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and in what circumstances we disclose it

COOKIES POLICY OF Recover Recycling

1. **Cookies are small pieces of data sent from a website to the user's web browser to store information about how the site is used. They are completely secure and never contain any sensitive information.**
2. **This website uses Google Analytics to collect information about visitor behaviour, including the pages you visit, how long you are on the site, how you got here and what you click on. We use the 'Remarketing' feature within Google Analytics to advertise online, allowing third-party vendors (including Google) to show our adverts online. We use first-party and third-party cookies together to inform, optimise and serve adverts based on past visits to our website. You can opt out of these adverts anytime by customising the Ads Settings within your Google Account.**
3. **From time to time, we may use cookies to perform additional tasks, including, but not limited to, site performance, web analytics, geo-targeting, registration and advertising.**
4. **We also use buttons to allow sharing on social networks, including Twitter, Google+, and Facebook. These third-party sites may collect information about your Internet activity, including on the Recover Recycling website. Please check the individual policies of these sites to see how your data is used.**
5. **We operate an 'implied consent' policy, assuming you are happy with this usage. If you are unhappy, please do not use this site, delete the cookies after visiting the site, or use your browser's anonymous settings.**