

National Hard Hat Recycling Scheme

1 Introduction

- 1.1 The National Hard Hat Recycling Scheme (the **Scheme**) is operated by Yes Recycling Group Limited (the **Company**, registered in England and Wales under Company Number 8787827 and with contact details as set out in Appendix 2) to promote recycling in the construction industry.
- 1.2 This agreement sets out the benefits to participants in the Scheme and the rules which apply to being part of the National Hard Hat Recycling Scheme.
- 1.3 References to **you** and **your** are to the participating company signing up to this agreement and these Scheme rules. References to **we**, **us** and **our** are to the Company.

2 Joining the Scheme

- 2.1 By signing this agreement you are agreeing to become a corporate participant in the Scheme and to abide by the rules as set out below.
- 2.2 On completing the online registration process, which includes the electronic signature of this document and payment of the annual subscription fee, you will be provided with a VAT invoice in respect of the annual subscription fee. The level of the fee depends on the number of your employees and is based on the table below:

Number of employees	Annual Scheme Subscription
1-30	£150 +VAT
31-100	£300 +VAT
101-250	£500 +VAT
251-500	£1000 +VAT
501-1000	£2000 +VAT
1001+	£3500 +VAT

- 2.3 Corporate participants in the Scheme whose main business is the manufacture of hard hats and who promote the Scheme to other third parties and who do not directly deliver hard hats to us for recycling will be exempt from paying the annual subscription fee.
- 2.4 Corporate participants in the Scheme whose main business is the sale, marketing or distribution of hard hats and who promote the Scheme to other third parties and who do not directly deliver hard hats to us for recycling will be exempt from paying the annual subscription fee.

2.5 Corporate participants in the Scheme may not, under any circumstances, act in respect of the Scheme as an aggregator of hard hats belonging to or otherwise originating from other third parties. Any corporate participant acting in this way will, at the sole discretion of the Scheme managers, either forfeit membership of the Scheme without refund or otherwise will become liable to pay an increased membership fee being calculated on their number of employees combined with the number of employees of all third parties whose hard hats they have aggregated together.

2.6 We will invoice subscription fees annually using the previous year's information about number of employees unless you notify us that the number of your employees has changed or we reasonably determine that the number of employees has changed. In such cases, all invoices are payable within 30 days from date of invoice. You will use all reasonable endeavours to inform us if your number of employees changes materially at any time.

3 **Scheme benefits**

Membership of the Scheme entitles you to use the National Hard Hat Recycling Scheme logos (as set out in the Appendix) (the **Logo**) provided that you comply with the following:

3.1 you are only entitled to display the Logo on emails, letters, your website and on construction hoardings and in such other places as we may agree with you from time to time;

3.2 the Logo must conform to the size, colours and resolution which we notify to you from time to time;

3.3 you must not do anything to denigrate the Logo or jeopardise our registration of the Logo; and

3.4 you must remove the Logo from all places where you display it if your participation in the Scheme terminates for any reason, or otherwise if we give you not less than 30 days' notice to do so.

4 **Use of your trade marks**

While you are a participant in the Scheme you agree that we may refer to your participation and include your trademark on our website and in material promoting the Scheme.

5 **Recycling of hard hats**

As a participant in the Scheme, we offer a facility to recycle your construction hard hats without charge subject to the following terms:

5.1.1 you will use reasonable endeavours to deliver all your end-of-life hard hats to us for recycling;

5.1.2 each delivery must include at least one hard hat;

5.1.3 unless stated in writing by us, you must inform us if a delivery will contain more than one hundred and twenty hard hats;

- 5.1.4 all deliveries must be accompanied by a document inside the container (or if more than one container then each container separately) setting the following information:
- (a) your company name;
 - (b) address of sender; and
 - (c) the number of hard hats being sent.
 - (d) email address(es) to which we will send you by email a "Receipt of Waste Note" confirming receipt.
- 5.1.5 all deliveries must be accompanied by a document placed on the outside of the container setting out:
- (a) your company name;
 - (b) address of sender;
 - (c) the wording "EWC Code: 20 01 10";
 - (d) weight of box; and
 - (e) the wording, "Description: Hard Hats".
- 5.1.6 all containers must be free of contamination and all other waste;
- 5.1.7 any courier or delivery service used by you to deliver hard hats to us must have a Waste Carriers Licence; and
- 5.1.8 you will only send us hard hats used by your direct employees.
- 5.2 Upon receipt of the hard hats, we will send you an email entitled "Receipt of Waste Note" confirming receipt, to the email address specified under Clause 4.1.4.(d) of this agreement.
- 5.3 Please note that this section does not apply to participants to whom section 2.3 or section 2.4 applies.
- 6 **Termination**
- 6.1 We may terminate your participation in the Scheme at any time on providing not less than thirty days' notice.
- 6.2 We may terminate your participation in the Scheme at any time immediately on notice if you have failed to pay the annual subscription fee when due or have breached any other terms of these rules.
- 6.3 You may terminate your involvement in the Scheme at any time on providing not less than thirty days' notice to us, such notice to be provided via email to ***info@yesrecycling.org*** or in writing to our office. Please note that you will not be entitled to any refund of the subscription fees if you terminate part way through a year.

7 **General provisions**

- 7.1 You shall not assign, transfer, mortgage, charge, sub-license, sub-contract, declare a trust over or deal in any other manner with any or all of your rights and obligations under these Scheme rules without our prior written consent.
- 7.2 This agreement any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 7.3 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

.....

Signed by

for and on behalf of []

Dated:

.....

Signed by Omer Kutluoglu, Director

for and on behalf of Yes Recycling Limited

Dated:

Appendix 1

Logos:



Appendix 2

Address: Hard Hat Recycling

Aggregation Team

254 Station Road Whittlesey Peterborough Cambs PE7 2HA

Telephone: 0330 133 9170

Email: info@yesrecycling.org