

Valpak Battery Collection Box Service

Terms and Conditions of Use ("terms")

These terms apply to all recipients of a Valpak battery collection box ("Box"). By accepting and using the Box, you agree to, and shall be bound by, the following terms. Valpak may (acting reasonably) at any time make changes to these terms on reasonable notice to you.

1. Voluntary Participation

Participation in the Valpak waste portable battery recycling service is entirely voluntary and undertaken at your sole option, discretion and risk. Valpak provides the service on an "as is" basis and makes no warranties of any kind in relation to the service, and all warranties including those as to quality are excluded to the fullest extent permitted by law. Valpak may terminate these terms at any time and, on reasonable notice, collect any Boxes provided to you, including (without limitation) where you are in breach of these terms, there are changes in applicable regulations or legislation, or the scheme is amended.

2. Permitted Use

The Box is provided solely for the collection of waste portable batteries only. Prohibited items include:

- Industrial or automotive batteries
- Electronic waste (e-waste) or other electrical items
- Hazardous chemicals or substances
- Any other non-battery waste

Collections are free of charge. However, if prohibited items are included in the Box, Valpak in its sole discretion may charge reasonable additional costs for handling, sorting and disposal of prohibited items and potential replacement of the Box. Furthermore, if a Box is unable to be collected due to contamination, Valpak in its sole discretion may charge reasonable additional costs in relation to any failed or wasted collection due to the contamination.

3. Your Responsibilities

You must and shall at all times remain fully responsible for:

- complying with all applicable legislation, regulations and guidance relating to the collection and storage of waste batteries
- safely storing the Box and its contents in a suitable location
- ensuring the Box is not overfilled, tampered with or damaged prior to collection
- providing safe and reasonable access for Valpak's collection operative and if appropriate access is not provided in the collection operative's opinion, the collection will be rescheduled for a time where such safe and reasonable access is provided
- notifying Valpak promptly when the Box is full and ready for collection
- complying with the following Valpak guidance documents: <https://www.valpak.co.uk/wp-content/uploads/2023/04/Valpak-Batteries-Guidance-Child-HS-Considerations.pdf> and <https://www.valpak.co.uk/wp-content/uploads/2023/03/Valpak-Batteries-Guide-RM-USE.pdf>.
- ensuring that any Valpak disclaimers and terms (as updated by Valpak from time to time) remain fully visible on the Boxes.

To the extent the Boxes are provided by you to any third parties, you shall also be responsible for ensuring such third parties comply with the above and you shall remain responsible for such third parties' actions or omissions.

You warrant that you shall comply with all applicable regulations and legislations and shall indemnify Valpak from and against all demands, claims, liabilities, losses, damages, costs and expenses whatsoever arising in relation to or in connection with any breach by you of the applicable regulations and legislations.

4. Bulk Orders and Onward Distribution

Where you order Boxes in bulk for distribution to third parties, it is your responsibility to ensure each recipient receives a copy of these terms, notification of any changes to the terms and complies with them. Valpak accepts no liability for any failure by you or any onward recipient to comply with these terms.

5. Collection Service

Collections are arranged on request only and are subject to availability. When your Box is full, contact us at info@valpak.co.uk or by calling the number on the Box. We will use reasonable endeavours to complete collections within a reasonable timeframe unless we are subject to any circumstances beyond our reasonable control. Valpak will collect the contents of the Box, however, if the Box is deemed to be in poor condition by the Valpak collection operative the Box will be replaced. Any dates given for collection by Valpak will be estimates only and Valpak shall have no liability for any delay in collection of a Box, nor any failure to collect a Box on a specified date. Please report any service issues to info@valpak.co.uk and we will attempt to remedy them, if possible, as soon as reasonably practicable. Valpak may suspend or withdraw the service at any time in its sole discretion upon reasonable notice to you and subsequently collect the Box.

6. Property and risk

Property of the Boxes and ownership of any and all intellectual property rights therein shall remain at all times with Valpak. Full risk and responsibility for the Box and its contents shall remain with you from delivery of a Box until the Box has been properly collected by Valpak.

7. Limitation of Liability

Valpak shall have no liability, to the fullest extent permitted by law, for any loss or damage of any kind (whether direct, indirect or consequential) arising out of, or in connection with, the Box or your use of the battery collection service, including any and all losses suffered by a third party or any damage to property. You remain solely responsible for ensuring your use of the service complies with all applicable laws and regulations and that you maintain adequate and appropriate insurance at all times. Nothing in these terms shall exclude or limit Valpak's liability for death or personal injury caused by its own negligence, or for fraud or fraudulent misrepresentation. Subject to the foregoing, and to the full extent permitted by law, Valpak's total aggregate liability shall be capped at £1,000.

8. Third party rights

No provision of these terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the terms.

9. Sub-contracting

Valpak shall be entitled at any time to sub-contract its obligations under these terms and shall remain liable for any act or omission of such sub-contractors in breach of these terms.

10. Governing Law

These terms are governed by and construed in accordance with the laws of England. Any disputes shall be subject to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these terms.