

**THIS AGREEMENT** is made the 1 day of November 2018.

**BETWEEN (1) Cancer Research and Genetics UK** (registered charity 1121512 number) whose head office is located at Sherwood, Llandraw Woods, Maesycod, Pontypridd, South Wales, CF37 1EX and the Trustees and Members of the Management Committee as Trustees of Cancer Research and Genetics UK (hereinafter referred to as "the Charity") and

**(2) Recycle Proline Limited** whose registered office is at 542 Prescott Road, Liverpool, Merseyside, L13 3DB (hereinafter referred to as "the Company")

WHEREAS

- (a) The Charity wishes to maximise the income it can generate for the purpose of carrying out its charitable objectives and is the beneficial owner of the name and logos.
- (b) The Charity wishes to make an arrangement with the Company to collect clothing and shoes for the purposes of re-sale so as to raise funds on behalf of the Charity.

## **THE AGREEMENT**

### 1. Definitions

In this agreement the following words and phrases shall have the following Meanings:

1.1 "The Act" shall mean the Charities Act 1992.

1.2 "The Logo" shall mean the Logo a copy of which appears in Schedule One of this agreement.

- 1.3 "The Area" shall mean all those Councils falling within the prescribed area defined in Schedule Two to this agreement.
2. In consideration of the obligations on the part of the Company as set out in this agreement the Charity hereby authorises the Company to use the Charity's name and logo in connection with the collection of clothing and shoes within the area.
3. The Company shall at such times and in such districts as it, in its absolute discretion it shall decide, make arrangements for and carry out the collection of clothes and shoes and other recyclable items donated by households within the Area.
4. In carrying out its collections the Company shall:
- (i) make a visit to addresses within the district the details of which will be recorded and leave a leaflet and a collection bag which will be of a design determined by the Company but worded in accordance with the wording set out in Schedule 3 of this agreement.
  - (ii) On the date stated in the leaflet delivered to each address the Company will re-visit the district and collect all clothes and shoes which have been designated by householders for collection.

When collected the company shall be entitled to sell all clothes and shoes and other recyclable material collected in whatever manner they deem appropriate.

5. In carrying out leaflet delivery and collection services the Company and its servants or agents will at all times act in a polite and courteous manner towards householders so as not to bring the name and Logo of the Charity into disrepute.
- (i) Approaching households respectfully
  - (ii) The time of the day that Company may knock

- (ii) Company responsibilities regarding no-cold-calling zones and door stickers.
6. The Company shall not use the name and Logo of the Charity in any other manner than is sanctioned by this agreement without the prior written consent of the Charity and will at all times act in accordance with the Act.
  7. The Company shall keep legible and detailed books of accounts and records relating to the collection of clothing and shoes and the sale thereof and shall allow the Charity, its employees agents and professional advisors, to audit and take copies of any such books of account, VAT records, bank statements or other records of the Company relevant to this agreement.
  8. The Company shall be responsible for all its own costs which are incurred in relation to the collection and sale of the clothes and shoes and other recyclable material.
  9. At its own costs the Company shall be responsible for obtaining and maintaining a license permitting collections for all districts within the Area where it carries out collections.
  10. Neither the Company nor its servants or agents shall hold themselves out as acting as agent on behalf of the Charity for the purposes of entering into any contractual arrangement with any third party.
  11. On a monthly basis the Company will make a payment to the Charity in the minimum sum of £3,200.00.
    - (i) As an exception to this clause. The company will make a payment of £ 1.600.00 in the month of December 2018. This clause will apply in any December while the agreement is in force.

12. The term of this agreement shall be twelve months from the date of the agreement and shall continue in effect at the expiration of six months unless either party gives to the other three months written notice of the termination of the agreement.
  
13. The following provisions shall apply in the event of default by either party.
  - (i) Any "event or default" shall mean any of the parties committing a material breach of its obligations under this agreement and, in the case of a breach capable of remedy, failing to remedy the same within twenty one days of being specifically required in writing to do so by the other party.
  - (ii) If any party, "the defaulting party" commits any event or default the other party shall be entitled by notice in writing to the defaulting party within one month following the date of occurrence of the event or default terminate this agreement.
  
14. None of the parties shall divulge or communicate to any person (other than as required by law) or use or exploit for any purpose whatsoever any information of a confidential nature relating to this agreement. This restriction shall continue to apply after expiration or sooner determination of this agreement without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain otherwise than breach of this clause.
  
15. Subject to the provisions of this agreement none of the parties shall assign or transfer or purport to assign any of their rights or obligations hereunder.

16. The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance of the other party and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
17. This agreement shall not be varied unless such variation shall be expressly agreed in writing by each of the parties.
18. Nothing in this agreement shall be construed or deemed to constitute a partnership between the parties
19. If any of the provisions of this agreement is found by a court of competent jurisdiction to be void, unenforceable or illegal, such provisions shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.
20. Any notices to be given pursuant or in connection with this agreement shall be in writing and
  - (i) sent by first class prepaid or registered mail; or
  - (ii) delivered personally; or
  - (iii) transmitted by fax.The parties are to be served at the address given in this agreement or such other address or addresses within the United Kingdom from time to time notified in writing on behalf of any such party or parties to the other party. Any such notice given pursuant to this clause shall be deemed to have been received and effectively served:-
  - (i) upon the day of delivery or transmission if delivered personally or transmitted by fax before the end of the business day; or
  - (ii) on the next following business day if sent by first class prepaid or registered mail or if transmitted by fax or delivered personally after the end of a business day or any other day or any other day not being a business day;

(iii) for the purposes this clause reference to business day shall be referenced to the days of Monday to Friday inclusive but excluding bank holidays; the business day being deemed to have commenced at 9.00am and terminating at 5.00pm Greenwich Mean Time.

21. The construction validity and performance of this agreement shall be governed by the laws of England and Wales.
22. It is not the intention of the parties hereto to confer rights on third parties who are not parties to this agreement.
23. Recycle Proline LTD shall be the ONLY Company authorized to distribute/collect plastic bags on behalf of Cancer Research and Genetics UK.

AS WITNESS the hands of the parties

Signed by..... *N J Phillips*.....

Name..... *MR N.J. PHILLIPS (DIRECTOR)*.....

For and on behalf of Cancer Research and Genetics UK

Date of Agreement..... *1-11-2018*.....

Signed by..... *L. Kulikauskaite / K. Doneliene*.....

Name..... *L. KULIKAUSKAITE / K. DONELIENE*.....

Recycle Proline Limited

Date of Agreement..... *01/11/2018*.....

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Schedule One

LOGO

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Schedule Two  
England Scotland and Wales

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Schedule Three

**Cancer Research & Genetics UK**  
 Charity Reg No. 1121512  
 Registered in England & Wales

**Help us by donating**

- Clothing - adults and children
- Paired shoes tied together
- Handbags, belts, hats, accessories
- Bed linen, towels, soft toys
- Jewellery, toiletries, perfumes
- Bric-A-Brac, souvenirs

**Please No: Curtains and Books**

**Recycle Proline Ltd**  
 in commercial participation with Cancer Research & Genetics UK is operating this collection service:  
 At least £2000 per calendar month will be donated to Cancer Research & Genetics UK.  
 Last year Recycle Proline Ltd raised over £36,500 for Cancer Research & Genetics UK.  
 Recycle Proline Ltd, Co. Reg. No. 939841575 authorised operators will pick up all visible bags.  
 All our collectors carry identity cards.  
 Please check if you are unsure.  
 Our collectors CAN NOT ACCEPT cash donation.

 Registered with FUNDRAISING REGULATOR 

**Turn your unwanted clothing in support of  
 Cancer Research & Genetics UK**  
**Recycle Proline is operating this collection service**

**Collection will be between 8 am and 2 pm and we will collect it on:**

				
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**If this bag has not been collected between 8am to 2pm  
 or if you have any queries please contact the helpline on:**  
**0844 335 6540**  
 Office opening hours: Mon-Fri 9am-3pm

**WARNING - BEWARE OF BOGUS  
 COLLECTORS ALL OUR COLLECTORS  
 CARRY IDENTITY CARDS**  
**SAFETY FIRST - THIS BAG SHOULD  
 BE KEPT AWAY FROM BABIES,  
 CHILDREN & PETS**