

## Environmental Licence Terms of Use

### 1. Preamble

This site is an online service for customers who wish to apply for a "Waste Carrier Licence" with the Environment Agency ("Users") ("You"). Before the application is submitted we check through the application ensuring that you are applying for the correct licence (there are 2 types of licences)

1. The Lower Tier Licence which is £35 + VAT.

2. A Upper Tier Licence for which we charge £292.80 for a new registration this consists of a fixed administrative cost of £90.00 + £154 for your licence + £48.80 VAT. (The licence fee is forwarded to the environment agency on your behalf), and £192.80 for a renewal, this consists of a fixed administrative cost of £59 + £105.00 + £32.80 VAT for your licence. (The licence fee is forwarded to the environment agency on your behalf) and then we ensure all the required information is provided by the User on the Application Form, after which we forward the application to the Environment Agency ("the Service").

FOR THE AVOIDANCE OF DOUBT THIS SERVICE IS IN NO WAY ASSOCIATED WITH THE ENVIRONMENT AGENCY NIETHER ARE WE TRYING TO GIVE THE IMPRESSION THAT THIS SERVICE IS ASSOCIATED WITH THE ENVIRONMENT AGENCY.

You can contact the Environment Agency and register or renew as a waste carrier, broker or dealer directly here: <<https://www.gov.uk/waste-carrier-or-broker-registration>>.

Our trading name is: Environmental Licences Ltd, the website address is <<http://www.environmental-licences.co.uk>>, and the domain name: <**environmental-licences.co.uk**> both belong to Environmental Licences Ltd a registered UK private limited company, registered under Company Number. 09766088, whose registered office is at C/O Clear Cut Accounting, Suite 1, Parkway 5, Emerson Business Centre, 300 Princess Road, Manchester, England, M14 7HR. ("EL") ("We"), ("US").

These terms of use apply to all Users. The default validation is that you do not accept these terms of use. You must opt in by clicking the button that says you have accepted these terms of use to access the Service. If you have not read and understood these terms of use, please do not use the Service. By clicking the accept button you have executed a binding contract with us (the "Agreement").

Please print or/and save a downloaded copy of the Agreement on your computer for your reference. The terms of this Agreement may be updated, or additional terms may apply, from time to time. Each time you visit the Service please look out for these notices of updates and when you see these read and print or/and save a downloaded copy.

## LIABILITY OF EL

FOR THE AVOIDANCE OF DOUBT, THE SERVICE IS AN ONLINE ADMINISTRATIVE SERVICE IT ACTS ONLY TO CHECK AND FORWARD USER APPLICATION FOR WASTE CARRIER LICENCES TO THE RELEVANT AUTHORITY. THE USER REPRESENTS AND WARRANTS THAT THE USER SHALL NOT VIOLATE ANY CONTRACT, STATUTE, RULE, REGULATION OR OTHER OBLIGATION UNDER WHICH THE USER IS BOUND INCLUDING BUT NOT LIMITED TO COMMON LAW DUTY OF CARE OWED AS A WASTE CARRIER, PROVIDING TRUTHFUL AND HONEST INFORMATION (YOU MUST NOT PROVIDE FALSE INFORMATION INCLUDING A FALSE IDENTITY), AND YOU MUST PROVIDE ACCURATE INFORMATION ABOUT UNSPENT CONVICTIONS UNDER THE FOLLOWING LEGISLATION:

Scrap Metal Dealers Act 1964

section 1, 8, 9, 10, 11, 17, 18, 22 or 25 of the Theft Act 1968, where the offence relates to scrap metal or is an environment-related offence

section 170 or 170B of the Customs and Excise Management Act 1979, where the offence relates to scrap metal

section 9 of the Food and Environment Protection Act 1985

section 1, 5 or 7 of the Control of Pollution (Amendment) Act 1989

section 33, 34 or 34B of the Environmental Protection Act 1990

section 85, 202 or 206 of the Water Resources Act 1991

Trans frontier Shipment of Waste Regulations 1994

section 110 of the Environment Act 1995

Control of Major Accident Hazards Regulations 1999

Pollution Prevention and Control (England and Wales) Regulations 2000

part 1 of the Vehicles (Crimes) Act 2001

regulation 17(1) of the Landfill (England and Wales) Regulations 2002

section 327, 328 or 330 to 332 of the Proceeds of Crime Act 2002

Hazardous Waste (England and Wales) Regulations 2005

Hazardous Waste (Wales) Regulations 2005

section 1 of the Fraud Act 2006, where the offence relates to scrap metal or is an environment related offence

Waste Electrical and Electronic Equipment Regulations 2006

regulation 38 of the Environmental Permitting (England and Wales) Regulations 2007

Producer Responsibility Obligations (Packaging Waste) Regulations 2007

Transfrontier Shipment of Waste Regulations 2007

regulation 38 of the Environmental Permitting (England and Wales) Regulations 2010

regulation 42 of the Waste (England and Wales) Regulations 2011

section 146 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012

Waste Electrical and Electronic Equipment Regulations 2013

Scrap Metal Dealers Act 2013

YOU AGREE TO INDEMNIFY AND HOLD US OUR OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE LEGAL FEES, MADE BY ANY THIRD PARTY INCLUDING REGULATORY AUTHORITY, ARISING OUT OF YOUR BREACH OF THIS WARRANTY.

## **2. Application**

2.1 You will need to complete an Application Form. At our discretion, we may refuse your application. If we accept your application, we will confirm this by sending you an email.

2.2 Each application is for a single applicant only.

2.3 Once the application has been submitted by us to the Environment Agency we will not issue a refund for the service we provide, when you click the button to say that you have accepted these terms of use to access the Service you are agreeing to be bound by this clause 2.3.

2.4 If we have not yet submitted your application to the Environment Agency and you no longer wish to continue with the licence application we may issue you with a refund entirely at our own discretion. Please send emails to [info@environmental-licences.co.uk](mailto:info@environmental-licences.co.uk).

2.5 We aim to process applications within 24hours once the application has been submitted to the Environment Agency, they can take up to two months to complete the process however it can be much quicker and only takes the two months if the applicant has environmental related convictions.

2.6 Only the Environment Agency can issue you with a license and we have to wait until they have done so.

## **3. Scope of Services**

3.1 EL hereby grants Users a non-exclusive and non-transferable license to access the Service subject to the Terms and Conditions of this Agreement.

3.2 Users may input, retrieve, and modify the information they provide on the Application Form in connection with the Service. Users shall not modify any data or information we have provided on the Application Form.

3.3 User shall not access the Service except to make an application for a waste carrier licence.

3.4 When we have credible evidence that you are using the Service for suspected illegal activity we may suspend your application and inform the relevant authorities while we investigate the report. Once the investigation has been carried out, we may then either: restore the application or close down the application. You shall not be entitled to a refund if your account is closed because it is being used for illegal activity.

3.4.1 Situations in which we will consider suspending your account: are when we receive notification that you have provided a false identity or have undisclosed unspent convictions under the relevant environmental offence.

3.4.2 We will not suspend or close an application easily. In circumstances where you have unspent convictions the relevant authority will write to us indicating that there is a problem with your application and how we can deal with it. We will then act either to assist in resolving the problem or accept the rejection of your application.

3.4.3 If a User or any third party should have a complaint or wish to make a report to us about our Service then they may do so by writing to us at the Company's address shown in the preamble to these terms of use or by sending an email to [complaints@environmental-licences.co.uk](mailto:complaints@environmental-licences.co.uk).

#### **4. Intellectual Property Rights**

4.1 We hereby grant you a license to use the Service.

4.2 You acknowledge and agree that the intellectual property rights including but not limited to any artistic works being any graphics or/and frames generated and displayed to the User or/and literary works being any design notes or programs such as add ons or widgets as defined by Section 3(1) of the 1988 Act (as amended by the Copyright (Computer Programs) Regulations (1992) ) or/and database as defined by the Database Directive 1996 in the Service is our property and that the license granted to the User to use the Service does not imply title or rights of ownership in the Service.

#### **5. Disclaimer of Warranties**

5.1 Due to the nature of the internet, we do not warrant that your access to, or the running of, the site will be uninterrupted or error free. We shall not be liable if we cannot process your application due to circumstances beyond our reasonable control.

5.2 (Force Majeure) We shall not be liable to Users for failing to perform our obligations hereunder because of circumstances reasonably beyond our control. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labour disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, failure of User to cooperate with our reasonable requests, breach of this Agreement by Users, and any other events reasonably beyond our control.

#### **6. Limitation of Liability**

6.1 Except as required by law, we shall not be liable for any indirect, incidental, special or consequential losses or damages or loss of profits, data, goodwill or revenue in each case regardless of whether such losses or damages arise in the normal course of events or whether we have been advised of the possibility of such damages.

6.2 We will not be liable for any such losses or damages whether arising in contract, tort (including negligence) or otherwise arising out of or in connection with the use or the inability to use the Service.

6.3 If we have any liability to the User arising out of this Agreement, (whether in contract or tort), our liability shall be limited in all circumstances to the sums paid to us by the User pursuant to this Agreement in respect of the Services to which the claim relates.

6.4 Nothing in this agreement shall be deemed to exclude our liability to you for death or personal injury arising from our negligence, or for fraudulent misrepresentation.

6.5 Subject to clause 6.4, we will not be liable for any failures due to software or Internet errors or unavailability, or any other circumstances beyond our reasonable control.

6.6 Subject to clause 6.4, we accept no liability for any loss suffered as a result of your use of the site or reliance on any information provided on it and exclude such liability to the fullest extent permitted by law

6.7 Subject to clause 6.4, we shall not be liable to you for any consequences arising out of or in connection with any such use or attempted use of automated programs to obtain unauthorised access to our system or this site.

6.8 Subject to clauses 6.4 to 6.7 inclusive, we shall not be liable to you for:

6.8.1 any indirect, consequential, special or punitive loss, damage, costs and expenses;

6.8.2 loss of profit;

6.8.3 loss of business;

6.8.4 loss of reputation;

6.8.5 depletion of goodwill; or

6.8.6 loss of, damage to or corruption of data.

## **7. Applicable Law**

7.1 These Terms of Use shall be governed by and construed in accordance with the laws of England and any dispute shall be subject to the exclusive jurisdiction of the English courts.

7.2 You irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this agreement and you irrevocably submit to the exclusive jurisdiction of the Courts of England in connection with such matters.

## **8. Miscellaneous**

8.1 In the event that any provision of this Agreement conflicts with the law under which it is to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be at our election, be deleted and the remainder of the terms of this Agreement will remain in full force and effect.

8.2 This Agreement is the whole agreement between you and us. You acknowledge that you have not entered into this Agreement in reliance on any warranty or representation made by us (unless made fraudulently). If a court decides that any part of this Agreement cannot be enforced, that particular part of it will not apply, but the rest of this Agreement will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under this Agreement shall not prevent the exercise of that or any other right. You may not assign or transfer any benefit, interest or obligation under these Terms. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

8.3 Any failure or delay by us to enforce strict performance by you of any of this Agreement or to exercise any right under this Agreement will not be construed as a waiver to any extent of our rights.

8.4 We may assign our rights and obligations under this Agreement and upon such assignment we shall be relieved of any further obligation under it.

8.5 Users represents and warrants that all representations, warranties, recitals, statements and information provided to us under this Agreement are true, correct, and accurate as of the Effective Date.

8.6 This Agreement contains the entire understanding of the parties relating to the Service and supersedes all previous verbal and written agreements between the Service and the User.

8.7 The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

8.8 All notices shall be in writing by email to: [info@environmental-licences.co.uk](mailto:info@environmental-licences.co.uk).

8.9 Notices to Users, by email shall be to the email address that you provide to us at the point of your application, as may be amended by you on the Personal Details section of your Application Form.

8.10 Pronouns and nouns shall refer to the masculine, feminine, singular, or plural, as the context shall require.