

Schedule 1

Definitions and interpretations

1. Definitions

1.1. In this Schedule and the Contract, unless the context otherwise requires the following terms shall have the meanings given to them below and all other terms shall have the meanings and shall be defined and interpreted in accordance with the Contract.

Contamination shall refer to: all non-Textiles material mixed with the Contract Textiles

Contract Textiles shall mean: All Textiles that are deposited into the Supplier's Recycling Banks at locations agreed with the Council, and which are emptied as part of the Service

Council Representative shall refer to: the Council's Head of Service for Waste Management from time to time or such other person as the Council's Head of Service for Waste Management delegates responsibility to from time to time

Legislation shall refer to: a law or a set of laws that have been passed by Parliament

Material shall mean: all items, whether Contract Textiles or Contamination, placed within a Recycling Bank

Recycling shall mean: any process or operation (excluding incineration) which the Contract's waste undergoes and following which it will cease to be classified as waste. Such recovery operations shall include Recycling into other products

Recycling Banks shall mean: the containers provided by the Supplier for the collection of Contract Textiles, of design and specification agreed with the Council

Contract for Textiles Recycling Bank Service – Dorset Council

- Reuse** shall mean: making use of the Contract Textiles without applying a process to change the waste into another product, except for minor reconditioning purposes such as cleaning or drying, to facilitate the use of material as it was originally intended
- Service** shall refer to: the service to be supplied by the Supplier to the Council under the Contract
- Supplier Breach** shall mean: One or any of the following:
- a) a single breach or persistent breaches by the Supplier of any of its obligations under this Contract which materially and adversely affects the performance of the Services;
 - b) a breach by the Supplier of the Equal Opportunities, Human Rights Act 1988 and Modern Slavery Act 2015;
 - c) a material breach by the Supplier of health and safety Legislation;
 - d) a breach by the Supplier under insurance [clause 22];
 - e) Unauthorised assignment or sub-contracting the Service
 - f) a material breach by the Supplier of the law relating to waste management in the UK
 - g) the occurrence of the following termination events:
 - Non-payment for Contract Textiles for 3 consecutive months
 - Non-servicing of all Recycling Banks for 2 consecutive weeks
- Supplier Representative** shall refer to: A person appointed by the Contractor to represent the Contractor on all day to day activities relating to this Contract
- Textiles** shall mean: All dry and clean;
- clothing
 - paired footwear

Contract for Textiles Recycling Bank Service – Dorset Council

- accessories (fabric and leather bags, belts, hats)
- bedding (but not duvets or pillows)
- curtains
- soft toys

The Council shall refer to:

Dorset Council

Writing shall refer to:

Contract communications that includes letters and email