

Terms and Conditions – Brother Laser Toner Cartridge Recycling Program

1. Terms

The **Brother Laser Toner Cartridge Recycling Program** (hereinafter the “**Program**”) is provided free of charge on the basis of the following Terms and Conditions. By using the Program, we will offer a free of charge recycling service for your empty Brother Laser Toner Cartridges.

The Program is provided to you on behalf of the Brother Group by Brother Industries (UK) Limited (referred to as “**Brother**”, “**we**”, “**us**” or “**our**”), a company incorporated in England and Wales (company number 1888853), whose registered office is at Vauxhall Industrial Estate, Ruabon, Wrexham LL14 6HA United Kingdom. Our registered VAT number is GB864450220. We have appointed G3 Worldwide Europe B.V., a company incorporated in the Netherlands, whose registered office is at Prinses Beatrixlaan 23, 2595 AK The Hague, the Netherlands (the “**Program Provider**”), to manage and administer the Program in co-operation with Brother.

These Terms and Conditions, together with the Brother [Privacy Policy](#) (UK) and (Ireland) and the Website [Terms of Use](#) (the “**Terms**”) govern your subscription to the Program and access to the Program website.

Please read the Terms carefully before using the Program. You should print a copy of the Terms or save them to your computer for future reference. Before using the Program, you will be asked to agree to the Terms by clicking on the accept button where indicated. By accepting the Terms and subscribing to the Program, you agree to observe and comply with the Terms and to be legally bound by them. If you do not wish to accept and be bound by the Terms, please do not tick the relevant box and you will not be able to use the Program.

If you have any queries relating to these Terms or the Program, please contact us on the [Contact Us](#) page on the Brother Website www.brother.co.uk or email us at recycle@biuk.co.uk

2. Details of the Program

The Program is a free recycling postal service for genuine Brother Laser Toner Cartridges manufactured by Brother and which are branded with Brother trade marks (“**Genuine Brother Toner Cartridges**”). Unfortunately, we are unable to accept any other products for recycling (“**Non-Brother Toner Products**”). Please do not return any counterfeit products, toner cartridges manufactured by third parties that are compatible with Brother printers, toner cartridges manufactured for use in non-Brother printers or any other items which are not Genuine Brother Toner Cartridges.

This version of the Program is only available to customers resident in the United Kingdom and Ireland. If you are not resident in the United Kingdom or Ireland please visit your local Brother website to check if the Program is available in your territory. Please note that different terms and conditions may apply to other versions of the Program available in other territories.

3. Recycling Boxes

You can submit a request for us to send you empty recycling boxes for you to return your empty Genuine Brother Toner Cartridges in (a “**Recycling Box**”). We will usually send you two Recycling Boxes at a time. Once you have filled a Recycling Box, you can drop it off at your local post office free of charge. When you need more Recycling Boxes, you can request more from the Program website. We reserve the right to refuse to send you any more Recycling Boxes until we have received all Recycling Boxes previously provided to you.

If for any reason we are unable to deliver your Recycling Box as requested, we will contact you as soon as possible. We will try to deliver Recycling Boxes within five working days of your request wherever possible, but this may not always be feasible, for example, if you live in a remote part of the UK or due to adverse weather conditions. **Please note that we cannot guarantee delivery times and you should not rely on the availability of this Program to meet your obligations relating to the disposal of waste under applicable laws.**

Please note that when preparing a Recycling Box for return, the Recycling Box must:

- weigh no more than 12kg (12-piece box) and no more than 4kg (4-piece box.)

- only contain Genuine Brother Toner Cartridges;
- not be overfilled; and
- have been properly packed and secured for transit

We will not be able to accept Recycling Boxes which do not comply with the above.

Upon receipt of a Recycling Box at our address, all title to and risk in the contents of such Recycling Box shall immediately pass to Brother. From that point, you will no longer have any claim in or rights over the contents of the Recycling Box. **We are unable to return any items included in a Recycling Box to you upon request. Please take care when packing your Recycling Box to ensure items are not mistakenly included.**

If you repeatedly fail to comply with the above and/or you return any Non-Brother Toner Products to us in the Recycling Boxes, we reserve the right to refuse to allow you to use the Program again in future. We may also return any Non-Brother Toner Products to you which you have sent to us (although we do not guarantee we will do so), in which case title to and risk in such Non-Brother Toner Products shall pass to you immediately upon delivery by us of those items to your original address.

4. What happens if Brother stops providing the Program?

We shall be entitled to cancel or suspend the provision of the Program to you by notifying you at any time. If the Program is suspended, we may notify you when the Program is resumed.

We have no obligation to collect any Recycling Boxes in your possession from you if we cancel or suspend your subscription, but you must allow us to do so if we request.

5. Changes to these Terms

From time to time, we may need to alter the way in which we provide the Program or otherwise change these Terms. Each time you request a new delivery of boxes, you will be asked to agree to the latest version of the Terms. We will post any changes to these Terms on the Program website and we recommend that you check these Terms each time you make use of the Program to ensure you are aware of all updates. If you are using the Program as a consumer (that is, as an individual acting outside the course of your business or trade), we will contact you to inform you of the changes we have made to these Terms via email and you will have the option to cancel your subscription before the changes take effect.

6. Brother's Liability

We will endeavour to meet our own high standards when providing the Program.

If you use the Program as a consumer (that is, an individual acting outside the course of your business or trade), you benefit from consumer protection legislation in the UK. These Terms do not seek to limit or exclude our liability under such legislation.

If you use the Program as a business customer or for the purpose of your business or trade, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with these Terms and/or the Program (including the use, inability to use or the result of the use of the Program) for any loss of profits, loss of sales or business, loss of agreements or contracts or opportunity, loss of anticipated savings, loss of or damage to goodwill, loss of or damage to your property, data or information (save only in respect of damage to your property caused directly by our negligence or wilful destruction), loss of any business of yours (including, without limitation, loss of income or revenue, business interruption or waste of management of office time) and/or any indirect or consequential loss. Our total aggregate liability to you (as a business customer) under or in connection with these Terms and/or the Program whether in contract, tort (including negligence) or otherwise shall be limited to £5,000. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.

Nothing in these Terms limits or excludes our liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or which cannot otherwise not be excluded by law.

7. Collection of Data

In connection with the Program we will collect from you certain personal data (such as your name, email address and postal address) in order to operate the Program and other non-personal data (such as the type of Genuine Brother Toner Cartridges you are recycling and how frequently you use the Program) in order to improve the Program and the other products and services we provide.

When you subscribe to the Program, you will be asked to check a box to confirm that you authorise Brother, the Program Provider and Brother's affiliated companies, to collect and receive data from you in accordance with these Terms. Please contact us if you wish to discuss this in more detail. We are unable to provide the Program to you unless you authorise us to collect data from you in this way.

8. Protection of Personal Data

All data and information (including personal data) you provide to us or which we otherwise collect from you in connection with the Program (referred to as "your Data") will be stored and processed by us in accordance with the relevant Brother [Privacy Policy](#) which you agree to be bound by when you subscribe to the Program and access the Program Website as cited in clause 1.

You must ensure that your Data is correct - particularly that your email and postal addresses are accurate to enable us to promptly contact you to and to provide the Program to you. **We will be unable to deliver the Recycling Boxes if you fail to provide accurate or updated details. We shall have no liability to you, including for failure to receive Recycling Boxes, as a result of your failure to keep your Data up to date.**

9. Communications

We may communicate with you from time to time (and the Program Provider, the Brother Group and/or our affiliated companies may do so on our behalf) via any contact method you provide us with details of (including email, phone, postal address, or text message service) in connection with the Program and these Terms and, if you have consented to receive such communications, to inform you of other Brother products and services which we think may be of interest to you.

Please contact us at recycle@biuk.co.uk if you no longer wish to receive communications.

If you wish to contact us in writing, you can send such notice to us by e-mail at recycle@biuk.co.uk or by post to the address set out at the beginning of these Terms.

The security of communications sent over the internet (including by email) is subject to many factors outside of our control. We cannot guarantee the security or confidentiality of any electronic communications.

10. What happens if you are not happy with the Program?

We hope that you will be happy with the Program. However, if you do have any complaints or queries, please raise these with us as soon as possible by contacting us at recycle@biuk.co.uk. We shall endeavour to respond to and resolve your complaint as soon as possible.

Please note that any technical problems relating to your Genuine Brother Toner Cartridges, printer or other devices are outside the scope of this Program. Please refer to the [Support](#) section of the Brother Website or to your relevant retailer or service provider for technical assistance.

11. Other legal terms

We may transfer our rights and obligations under these Terms to another organisation. We will always notify you if this happens. This will not affect your rights or our obligations under these Terms.

You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

These Terms are a contract between you and us. No other person shall have any rights to enforce any provision of these Terms.

Each of the provisions of these Terms operates separately. If any court or relevant authority decides that any of the provisions in these Terms is unlawful, the remaining provisions will remain in full force and effect.

12. Governing Law and Jurisdiction

These Terms are governed by English law. The courts of England shall have non-exclusive jurisdiction, but if you are resident in Scotland or in Northern Ireland, you shall be entitled to bring proceedings in the courts of the territory where you are resident.

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