

PACKAGING WASTE SCHEME
PACKAGING WASTE SCHEME MEMBERSHIP TERMS

1 APPLICATION

1.1 These Packaging Waste Scheme Membership Terms ("**Terms**") are applicable to all Members of the Packaging Waste Scheme and are subject to and shall be read in conjunction with and as part of the Membership Terms applicable to the Packaging Waste Scheme (including but not limited to the General Membership Terms) copies of which are available on request and/or at www.valpak.co.uk.

1.2 (Except as otherwise expressly provided) the Member acknowledges and agrees that it shall (in addition to its obligations under these Terms) continue to comply with its obligations under all of the other Membership Terms applicable to the Member's membership of the Packaging Waste Scheme (including but not limited to the General Membership Terms).

1.3 If there is any conflict between these Terms and any other terms of the Agreement the following order of precedence shall, unless agreed otherwise in writing, apply:

- (a) the Application Form applicable to the Member's membership of the Packaging Waste Scheme; then
- (b) the Packaging Waste Scheme MCEP (where applicable); then
- (c) these Terms; then
- (d) the General Membership Terms; then
- (e) any other terms forming part of the Agreement that are not referred to above.

2 DEFINITIONS AND INTERPRETATION

2.1 In these Terms words and expressions defined in the General Membership Terms shall (where the context so permits) have the meanings set out in the General Membership Terms unless differently defined below for the specific purposes of these Terms.

2.2 In these Terms words and expressions defined in any clause shall (where the context so permits) have the meanings set out in such clause and the following words and expressions shall (where the context so permits) have the following meanings:

"**Agency**" means the Environment Agency, SEPA, NIEA, Natural Resources Wales or any other relevant agency that may perform a similar function from time to time;

"**Consumer Information Obligations**" means the obligations placed upon Producers of the category of Seller by the Regulations to provide information to consumers on recycling and recovery of Packaging Waste;

"**England, Wales and Scotland Regulations**" means the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 in force in England, Wales and Scotland and any other legislation in force in England, Wales and/or Scotland relating to Packaging Waste from time to time;

"**Environment Agency**" means the Environment Agency in England and Wales, including any successor body to such agency;

"**General Membership Terms**" means the general membership terms and conditions applicable to all Members (a copy of which is available on request and/or at www.valpak.co.uk);

"**Member**" means a Producer which has become a member of the Packaging Waste Scheme in accordance with clause 3.1 of the General Membership Terms; and "**Members**" shall be construed accordingly;

"**NIEA**" means the Northern Ireland Environment Agency (including any successor body to such agency);

"**Northern Ireland Regulations**" means the Producer Responsibility Obligations (Packaging Waste) Regulations (Northern Ireland) 2007 and

any other legislation in force in Northern Ireland relating to Packaging Waste from time to time;

"**Obligation Year**" means a relevant obligation year (as set out in the Regulations) during which the Member's membership of the Packaging Waste Scheme subsists;

"**Packaging Waste**" has the same meaning given to it in the Regulations;

"**Packaging Waste Scheme**" means the packaging waste compliance scheme approved and registered under the Regulations and operated by Valpak or any Group Company of Valpak;

"**Packaging Waste Scheme MCEP**" means the Packaging Waste Scheme Members compliance and surplus evidence policy terms and conditions (a copy of which is available on request and/or at www.valpak.co.uk);

"**PRN**" means a Packaging Waste recovery note or Packaging Waste export recovery note issued by an accredited reprocessor or an accredited exporter (as appropriate) in each case identifying Packaging Waste materials which have been received for recovery or recycling or export for recovery or recycling and in the form required to comply with the relevant statutory guidance issued from time to time;

"**Producer**" and "**Producer Responsibility Obligations**" has the meanings as in the Regulations;

"**recovery and recycling obligations**" has the same meanings as in the Regulations;

"**Regulations**" means the England, Wales and Scotland Regulations and the Northern Ireland Regulations;

"**Seller**" has the same meaning as in the Regulations; and

"**SEPA**" means the Scottish Environmental Protection Agency, including any successor body to such agency.

2.3 References in these Terms to clauses are (unless otherwise expressly provided) references to clauses contained in these Terms.

3 MEMBERSHIP OF THE PACKAGING WASTE SCHEME

3.1 (Subject to clause 3.2) Valpak shall assume the Member's Consumer Information Obligations pursuant to the Regulations in relation to each Obligation Year throughout which the Member is a Member of the Packaging Waste Scheme.

3.2 Where the Member's membership of the Packaging Waste Scheme terminates during an Obligation Year Valpak shall not be liable to either return or provide any PRNs to the Member and the Member shall further be liable to pay to Valpak on request the costs of any identifiable forward commitments which Valpak has made prior to such termination in respect of the Member's Customer Information Obligations for the remainder of the Obligation Year.

4 MEMBER'S OBLIGATIONS

4.1 The Member shall use its reasonable endeavours in relation to the operation of its own business, insofar as it is both reasonably practicable and economically appropriate:

- (a) to adopt a waste disposal policy the aim of which is to separate the Member's own Packaging Waste by material and to arrange for such Packaging Waste to be collected for reuse or recycling; and
- (b) to specify and use recycled, reused or otherwise conserved packaging materials and, on request, to supply Valpak with such evidence of examining the economic viability of specifying and using recycled, reused or otherwise conserved packaging materials.

4.2 The Member shall, where required by Valpak, comply with the Packaging Waste Scheme MCEP.

5 PROVISION OF INFORMATION

5.1 The Member shall provide Valpak, within the time limits specified by Valpak, such information in such form and to the standard of accuracy as may be requested from time to time by Valpak in connection with the Member's membership of the Packaging Waste Scheme including, but without limitation:

- (a) information relating to the Member's actual and estimated recovery and recycling obligations including, but without limitation, data verifying the

information provided to Valpak and a description of how the Member or Group Companies have collected and collated the information; and

- (b) (if the Member has PRNs that are subject to the Packaging Waste Scheme MCEP) information required by Valpak in connection with the implementation, operation or any alleged breach of the Packaging Waste Scheme MCEP.

5.2 (Notwithstanding the Member's obligations under clause 5.1) the Member shall submit the relevant Data Form (completed to Valpak's reasonable satisfaction) to Valpak by no later than 28 February of each Obligation Year.

5.3 On receipt of any Data Form under clause 5.2 Valpak will use reasonable endeavours to check the data to help to ensure that it is deemed to be as accurate as reasonably possible and then send out a verification form to the Member. For the avoidance of doubt the Member acknowledges and agrees (notwithstanding the fact that Valpak shall check the data in accordance with this clause 5.3) that the Member shall remain responsible for ensuring that the data is as accurate as reasonably possible and complies with all Legislation (including appropriate agency and/or governmental authority guidance). The Member shall then arrange for this verification form to be signed:

- (a) by an approved person (as defined in the Regulations) of the Member; and
- (b) in accordance with such other requirements as Valpak may reasonably request.

5.4 The Member shall (unless otherwise agreed in writing with Valpak) ensure that the verification form is signed in accordance with clause 5.3 and returned to Valpak within 7 days from the date of receipt by the Member of the verification form or by 31 March in each Obligation Year (whichever is the earlier).

5.5 The Member shall inform Valpak immediately upon becoming aware of any change in the Member's Recycling Obligations, Recovery Obligations, (if the Member has PRNs that are subject to the Packaging Waste Scheme MCEP) the Qualifying Tonnage (as defined in and in accordance with Packaging Waste Scheme MCEP) and/or any information provided by the Member to Valpak in connection with the Member's membership of the Packaging Waste Scheme.

5.6 The provisions of this clause 5 shall continue in force notwithstanding termination of the Agreement howsoever caused.

6 TERMINATION

6.1 (Without prejudice to any other terms of the Agreement) the Member's membership of the Packaging Waste Scheme may be terminated in the following circumstances:

- (a) by Valpak by notice in writing to the Member to take effect either immediately or at such time as may be specified in such notice on or after the occurrence of any of the following events:
 - (i) any failure by the Member to comply with the provisions of clause 5.2 by the 30th March of that Obligation Year;
 - (ii) any failure by the Member to comply with the provisions of clause 5.3 or clause 5.4;
 - (iii) the Member informs Valpak of any change in accordance with clause 5.5 where Valpak (acting reasonably) believes that such change adversely affects or is likely to adversely affect the interests of the Members of the Packaging Waste Scheme as a whole; and/or
 - (iv) the Member does not comply with the terms of the Packaging Waste Scheme MCEP.
- (b) by Valpak by notice in writing with immediate effect where the Member ceases to be a Producer (for whatever reason);
- (c) by Valpak by not less than 60 days' notice in writing to the Member to take effect on the expiry of the then current Obligation Year; and/or
- (d) by the Member by not less than 90 days' notice in writing to Valpak.

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