

Where Valpak agrees to provide Client with Data Insights Services then the terms of these Special Terms (Data Insights Services) shall apply in addition to the terms of the General Terms and the Proposal.

1 DEFINITIONS

1.1 For the purposes of these Special Terms, in addition to the definitions in the General Terms of this Agreement, the following words and expressions have the following meanings:

“Data Submission” means the data submission to be made in accordance with (as applicable) the Producer Responsibility Obligations (Packaging Waste) Regulations 2007; the Producer Responsibility Obligations (Packaging Waste) Regulations (Northern Ireland) 2007; the Waste Batteries and Accumulators Regulations 2009; and/or the Waste Electrical and Electronic Equipment Regulations 2006 (each as may be amended or replaced from time to time).

“Scope of Work” means the products, activities and companies as set out in the Proposal which shall be used by Valpak to prepare Client’s Data Submission.

“Weights Data” means any packaging, waste electrical and electronic equipment, and batteries weights and/or weights related data that Valpak collects itself or directly from Client’s suppliers.

2 SCOPE OF WORK

2.1 Client acknowledges and agrees that the Services (or parts of the Services), the Timeline and/or the Fees may need to be revised or amended as a result of alterations to the Scope of Work.

2.2 Client acknowledges and agrees that the provision of the Services is dependent on data provided by the Client (including the Scope of Work) being complete, accurate and up to date. Accordingly, Client shall to use its best endeavours to ensure that the Scope of Work is an accurate and complete reflection of Client’s business activities.

3 DATA SUBMISSION

3.1 On receipt of the Client Data in accordance with clause 5.1 of the General Terms (or corrections to the Client Data pursuant to clause 5.2 of the General Terms) Valpak will calculate Client’s Data Submission using the Client Data and such Third Party Data (if any). Valpak will use its reasonable endeavours to provide the results of these calculations and the proposed Data Submission to Client (together with such other consultancy services, information and recommendations as set out in the Services or as agreed in writing between the parties) on or before the dates set out in the Timeline (or as otherwise agreed in writing between the parties from time to time or as extended by any delay in supply of Client Data under clause 5.1 of the General Terms or clause 0 of these Special Terms (Data Insights Services)).

3.2 Where the Services are to be provided on the basis that Client will provide to Valpak all Weights Data (**“without weights”**), then Client shall be responsible for ensuring the accuracy of such Weights Data.

3.3 Where the Services are to be provided on the basis that Client will not provide to Valpak any Weights Data (**“with weights”**) Valpak will use reasonable endeavours to collect such Weights Data through contacting Client’s suppliers or manually weighing items as required.

Clause 3.3 of these Special Terms (Data Insights Services) is subject to Client providing Valpak with a complete, accurate and up to date list of all of Client’s suppliers and providing Valpak with such further assistance as Valpak may reasonably request in relation to Valpak obtaining Weights Data from such suppliers.

3.4 Where Valpak needs to manually weigh items in order to obtain any Weights Data, Valpak will treat such items with reasonable skill and care but may require some items to be removed from their associated packaging thereby making such items unsaleable. Client agrees to reimburse Valpak for any and all costs associated with the removal of items from their associated packaging and the safe disposal of such packaging and Client agrees to fully co-operate with Valpak and provide such access and assistance as may be reasonably required as part of this process

SPECIAL TERMS AND CONDITIONS FOR PLASTIC PACKAGING TAX SERVICE

Where Valpak agrees to provide the Clients with Plastic Packaging Tax Services (calculation of imported/manufactured plastic tonnages, gathering and storing of recycled content data and evidence, production of total plastic tax liability), then the following terms shall apply in addition to the terms of the General Terms, the Special Terms and the Proposal..

1. Client acknowledges and agrees that Valpak only undertakes preliminary checks on the data and evidence provided by the Client and its suppliers (“Evidence”). It is the sole responsibility of the Client to review and approve the Evidence and ensure that it meets the requirements of HMRC guidance. The Client must approve the Evidence in accordance with the Timeline. Valpak has no liability for any delay in providing any data submission if the Client has not approved the Evidence. It is the Client’s responsibility to ensure that the Evidence is approved and Valpak has no liability for any errors or omissions in the Evidence, nor for any errors or omissions in any data submission arising from such Evidence.

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