

**PRODUCER WEEE SCHEME**

**MEMBERS COMPLIANCE EVIDENCE POLICY - B2C MEMBERS ONLY**

<b>1 APPLICATION</b>	<b>3 ELIGIBLE EVIDENCE NOTES</b>	<b>5 QUALIFYING EVIDENCE NOTES</b>
<p>1.1 This Producer WEEE Scheme Members compliance evidence policy ("MCEP") is applicable to all B2C Members of the Producer WEEE Scheme and is subject to and shall be read in conjunction with and as part of the Membership Terms applicable to the Producer WEEE Scheme (including but not limited to the General Membership Terms and Producer WEEE Scheme Membership Terms) copies of which are available on request and/or at <a href="http://www.valpak.co.uk">www.valpak.co.uk</a>.</p> <p>1.2 (Except as otherwise expressly provided) the Member acknowledges and agrees that it shall (in addition to its obligations under this MCEP) continue to comply with its obligations under all of the other Membership Terms applicable to the Member's membership of the Producer WEEE Scheme (including but not limited to the General Membership Terms and the Producer WEEE Scheme Membership Terms (as appropriate)).</p>	<p>3.1 This MCEP shall apply to all Eligible Evidence Notes (up to the Maximum Tonnage).</p> <p>3.2 (Unless otherwise agreed) the Member shall (in the following order of priority) use all reasonable endeavours (acting in good faith) to:</p> <p>3.2.1 prioritise and maximise the reuse of whole appliances comprising WEEE from private households received by or on behalf of the Member in the course of that Member's normal business activities; and then</p> <p>3.2.2 (where and to the extent that the Member has not been able to prioritise and maximise the reuse of whole appliances in accordance with clause 3.2.1 convert as much of the WEEE from private households received by or on behalf of the Member in the course of that Member's normal business activities as possible into Eligible Evidence Notes.</p>	<p>5.1 Valpak shall (at Valpak's option) be entitled (in whole or in part) to offset all or any Qualifying Evidence Notes (up to the Maximum Tonnage) against the Member's Producer Responsibility Obligations under the Regulations in accordance with clause 6.</p> <p>5.2 The Member acknowledges and agrees that all Qualifying Evidence Notes supplied by the Member to Valpak under this MCEP shall:</p> <p>5.2.1 be properly and correctly completed in a form acceptable as evidence of compliance to the Appropriate Authority and to the reasonable satisfaction of Valpak;</p> <p>5.2.2 be issued by an approved authorised treatment facility, an approved exporter and/or any other party entitled to issue Evidence Notes under the Regulations (as appropriate) meeting (where appropriate) any recycling or treatment targets required under the Regulations and any statutory guidance issued from time to time. Such Evidence Notes shall be in a form required under the Regulations and any statutory guidance issued from time to time;</p> <p>5.2.3 be issued in good faith and represent WEEE from private households that has been treated, recovered and/or recycled in compliance with the requirements of the Regulations and all relevant legislative requirements and guidance (whether statutory or otherwise) that may be applicable;</p> <p>5.2.4 (where appropriate) meet any recycling or treatment targets required under the Regulations and any statutory guidance issue from time to time;</p> <p>5.2.5 be valid for the relevant Obligation Year in accordance with the Regulations; and</p> <p>5.2.6 be subject to and in accordance with the terms set out in this MCEP.</p> <p>5.3 The Member shall conform to all reasonable requirements of Valpak and provide Valpak with such information, assistance, co-operation and evidence as Valpak may reasonably request from time to time in relation to this MCEP including but not limited to:</p> <p>5.3.1 information about the approved authorised treatment facilities and/or approved exporters (as appropriate) the Member intends to use in relation to each Qualifying Evidence Note (and the Member shall notify Valpak as soon as possible and in any event within 28 days of any changes and/or anticipated changes to such approved authorised treatment facilities and/or approved exporters (as appropriate));</p> <p>5.3.2 (in order to determine whether an Evidence Note generated or issued on behalf of the Member is a Qualifying Evidence Note; and/or</p> <p>5.3.3 in order to determine whether an Evidence Note complies with this MCEP and the Regulations.</p> <p>5.4 For the avoidance of doubt nothing in this MCEP shall prevent the Member and Valpak from agreeing to sell and purchase any Evidence Notes (over and above the Maximum Tonnage) on such terms as may be agreed between the Member and Valpak from time to time.</p>
<p><b>2 DEFINITIONS AND INTERPRETATION</b></p> <p>2.1 In this MCEP words and expressions defined in the General Membership Terms and/or the Producer WEEE Scheme Membership Terms shall (where the context so permits) have the meanings set out in the General Membership Terms and/or the Producer WEEE Scheme Membership Terms (as appropriate) unless differently defined below for the specific purposes of this MCEP.</p> <p>2.2 In this MCEP words and expressions defined in any clause of this MCEP 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:</p> <p><b>"Eligible Evidence Note"</b> means (subject to clause 11.1.1) any Evidence Note obtained, generated or issued by or on behalf of a Member relating to the treatment, recovery and recycling (as appropriate) of WEEE from private households received by or on behalf of the Member in the course of that Member's normal business activities, provided that such source is agreed in writing by both the member and Valpak;</p> <p><b>"Maximum Tonnage"</b> means (subject to clause 11.1.2) (in relation to each Member and each Obligation Year) the maximum number of Evidence Notes which Valpak is permitted under the Regulations to offset against such Member's Producer Responsibility Obligations;</p> <p><b>"Qualifying Evidence Note"</b> means (in relation to each Obligation Year) any Eligible Evidence Note that the Member agrees to obtain and deliver (free of charge) to Valpak pursuant to and in accordance with this MCEP and each Statement (as may be amended from time to time in accordance with this MCEP);</p> <p><b>"Qualifying Tonnage"</b> means (in relation to each Obligation Year) the total tonnage of Qualifying Evidence Notes that the Member agrees to obtain and deliver (free of charge) to Valpak as stated in each Statement (as may be amended from time to time in accordance with this MCEP);</p> <p><b>"Quarterly Tonnage"</b> means (in relation to each Quarter) the quarterly tonnage as set out in the relevant Statement; and</p> <p><b>"Statement"</b> means (subject to clause 11.1.3 the statement of the Member's tonnage of Qualifying Evidence Notes which the Member shall obtain and deliver to Valpak (free of charge) in each Obligation Year, such Statement being in the form required by Valpak from time to time.</p> <p>2.3 References in this MCEP to clauses are (unless otherwise expressly provided) references to clauses contained in this MCEP.</p>	<p><b>4 THE STATEMENT</b></p> <p>4.1 The Member shall, in respect of each Obligation Year, complete a Statement in accordance with the terms of this clause 4.</p> <p>4.2 The Statement in respect of the Member's forthcoming Obligation Year is set out at Schedule 1 to this MCEP.</p> <p>4.3 The Member shall, in respect of each Obligation Year, no later than 15 January in each Obligation Year, complete and return to Valpak a signed Statement setting out the Member's tonnage of all of its Eligible Evidence Notes (up to the Maximum Tonnage) in respect of the Obligation Year.</p> <p>4.4 Within 30 days of receipt by Valpak of any Statement issued under clause 4.3 Valpak shall (in Valpak's absolute discretion) notify the Member whether it: (i) approves and accepts the Statement, or (ii) requires any amendments to the Statement. If the Member and Valpak are unable to agree on the Statement within 60 days of receipt by Valpak of such Statement then the terms of this MCEP shall not apply in respect of the Obligation Year. Once Valpak accepts a Statement it shall sign it and issue a copy of the signed Statement to the Member. Once a Statement has been accepted by Valpak in accordance with this clause 4.3 it shall be binding on the Member.</p> <p>4.5 Any variation to an agreed Statement will only be valid if approved in writing and signed by both parties.</p> <p>4.6 The Member shall comply with the terms set out in each Statement and shall ensure that the contents of each Statement is accurate in all respects (including but not limited to the amount specified as the Qualifying Tonnage).</p> <p>4.7 Any dispute between the Member and Valpak as to whether a Evidence Note is a Qualifying Evidence Note shall be determined solely by Valpak acting reasonably.</p> <p>4.8 For the avoidance of doubt, it is Valpak's sole discretion if it accepts and/or enters into any Statement and nothing in this MCEP shall place any obligation on Valpak to accept any Statement submitted by any Member.</p>	

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6	<b>OFFSET</b>		
6.1	The Member acknowledges and agrees that Valpak is only entitled to offset Qualifying Evidence Notes against the Producer Responsibility Obligations relating to such Member under the Regulations where and to the extent such is permitted under the Regulations and that where (for whatever reason) Valpak is not entitled to offset under the Regulations Valpak shall no longer be obliged to offset under clause 5.1.	securing additional Evidence Notes to fulfil such shortfall (for the avoidance of doubt nothing in the Agreement shall however oblige Valpak to purchase any Evidence Notes to fulfil such shortfall);	11.2.3 serve on and report to Valpak all documents and other information to be served on and to be reported to Valpak pursuant to this MCEP on its own behalf (where relevant in accordance with clause 11.2.1 and for and on behalf of each and every other Group Company (which is part of such Group Membership)).
		9.3.2 adjust the relevant Quarterly Tonnage, associated Qualifying Evidence Notes and/or total Qualifying Tonnage (in relation to the Obligation Year as a whole and/or to which such Quarter relates) to take account of such shortfall; and/or	11.3 Valpak shall have the right of first refusal in relation to all of the Evidence Notes generated or issued on behalf of from each and every Group Company (which is part of the relevant Group Membership) subject to and in accordance with the terms of this MCEP.
7	<b>MAXIMUM TONNAGE</b>		
	Where the Maximum Tonnage for any Obligation Year has increased or decreased (for whatever reason) Valpak shall be entitled (but not obliged) (in its discretion) by written notice to the Member to increase or decrease the Qualifying Tonnage (acting reasonably).	9.3.3 terminate this MCEP and/or the Member's membership of the Producer WEEE Scheme by notice in writing to the Member with immediate effect.	11.4 For the avoidance of doubt Valpak shall:
8	<b>DELIVERY OF QUALIFYING EVIDENCE NOTES</b>	<b>10 INDEMNITY</b>	11.4.1 be entitled to offset any Qualifying Evidence Note from any Group Company (which is part of the relevant Group Membership) against the Producer Responsibility Obligations of any and all Group Companies (which are part of the relevant Group Membership) as a whole; and
8.1	The Member shall, at all times, comply with the terms of the Statement relating to the delivery of the Qualifying Evidence Notes.	10.1 The Member shall fully indemnify and keep fully indemnified Valpak against any and all actions, costs, claims, demands, damages, expenses (including legal fees), liabilities, losses and proceedings suffered or incurred by Valpak arising from a breach by the Member of this MCEP.	11.4.2 not be obliged to offset the specific Qualifying Evidence Notes from any Group Company against that individual Group Company's Producer Responsibility Obligations.
8.2	Notwithstanding the generality of clause 8.1, the Member shall in each Quarter deliver to Valpak the Quarterly Tonnage of Qualifying Evidence Notes in accordance with terms of the Statement (including in accordance with any times or dates stated in such Statement).	10.2 The provisions of this clause 10 shall continue in force notwithstanding the termination of this MCEP howsoever caused.	<b>12 TERMINATION</b>
8.3	The Member shall deliver or procure delivery to Valpak all Qualifying Evidence Notes using the appropriate agency and/or system that that processes the delivery, collection and acceptance of Evidence Notes.	<b>11 GROUP MEMBERSHIP</b>	12.1 (Without prejudice to any other rights or remedies Valpak may have) this MCEP shall automatically terminate where:
8.4	Where the Member has in relation to any Quarter delivered Qualifying Evidence Notes over and above the relevant Quarterly Tonnage Valpak may (in its absolute discretion) accept such Qualifying Evidence Notes and offset them against the Quarterly Tonnage for the following Quarter(s) (as appropriate).	11.1 In relation to a Member who is the Common Holding Company of a Group Membership of the Producer WEEE Scheme the provisions of this clause 11 shall apply (notwithstanding any other provision of this MCEP) and in relation to such Member:	12.1.1 the Member's membership of the Producer WEEE Scheme terminates or expires (for whatever reason); or
8.5	Time shall be of the essence for all deliveries by the Member under this MCEP.	11.1.1 a Qualifying Evidence Note may include any Evidence Note obtained, generated or issued by each and every Group Company (which is part of such Group Membership)(whether itself, via a third party or otherwise) from the treatment, recovery and/or recycling (as appropriate) of WEEE from private households received by or on behalf of that Group Company in the course of that Group Company's normal business activities;	12.1.2 Valpak terminates this MCEP in accordance with clause 9.3.3.
9	<b>FAILURE TO DELIVER IN ACCORDANCE WITH THE STATEMENT</b>	11.1.2 the Maximum Tonnage shall be deemed to be (in each Obligation Year) the maximum number of Evidence Notes which Valpak is permitted under the Regulations to offset against the Producer Responsibility Obligations of all Group Companies which are part of the Group Membership as a whole; and	12.2 Where this MCEP terminates (for whatever reason except where the approval of the Producer WEEE Scheme is withdrawn for any reason under the Regulations) Valpak shall not be liable to return any Evidence Note delivered to Valpak by or on behalf of the Member in accordance with this MCEP.
9.1	For the avoidance of doubt Valpak shall be entitled but not obliged (in its absolute discretion) (without prejudice to any other rights or remedies Valpak may have) to reject any and/or all Evidence Notes not delivered in accordance with and/or which do not conform with the terms of this MCEP.	11.1.3 the Statement shall include a statement of the estimated tonnage of all Qualifying Evidence Notes (broken down by Quarter) which that Member expects all Group Companies which are part of the Group Membership to be generated and/or issued on its behalf in the relevant Obligation Year.	
9.2	The Member shall at all times keep Valpak fully informed as to any possible failure, delay or default on the part of the Member including but not limited to notifying Valpak in writing immediately the Member becomes aware (and (in any event) no later than 15 days prior to the relevant delivery deadline) where and to the extent that the Member either shall or may be unable to deliver the Quarterly Tonnage of Qualifying Evidence Notes in accordance with clause 8.2.	11.2 The Member who is the Common Holding Company of the relevant Group Membership shall:	
9.3	(Without prejudice to any other rights or remedies Valpak may have) where the Member has in relation to any Quarter failed (in whole or in part) to deliver the relevant Quarterly Tonnage to Valpak in accordance with this MCEP Valpak may (in its absolute discretion):	11.2.1 (where the Member is a Producer) be responsible for complying with this MCEP on its own behalf and for and on behalf of each and every Group Company (which is part of such Group Membership);	
9.3.1	invoice the Member for Evidence Notes representing such shortfall on an indemnity basis being such a sum as is equal to the additional costs, charges and expenses incurred by Valpak in	11.2.2 (where the Member is not a Producer and/or does not have any Producer Responsibility Obligations) be responsible for complying with this MCEP for and on behalf of each and every other Group Company (which is part of such Group Membership); and	

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Before completing this form please refer to the Members' Compliance and Surplus Evidence Policy (the "Policy") available at [www.valpak.co.uk](http://www.valpak.co.uk)

Company Name:.....Membership Number: .....Form submitted by: .....

E-mail address:.....Name of contracted treatment facility or exporter: .....

Name of contact and e-mail address for treatment facility or exporter:.....

Please complete this table to show the maximum tonnage of evidence notes which will be received by or on behalf of the member and in accordance with the terms and conditions of the Policy. The proportion of evidence notes entered for each quarter should be a minimum of 15 percent and maximum of 30 percent of the total tonnage.

Evidence Category	Evidence Delivery Deadline	Amount in whole metric Tonnes			
		10 <sup>th</sup> April	10 <sup>th</sup> July	10 <sup>th</sup> September	20 <sup>th</sup> Jan
	Evidence Description	Quarter 1	Quarter 2	Quarter 3	Quarter 4
1a	Large household appliances (exc. refrigeration)				
1b	Cooling appliances containing refrigerants (e.g. freezers)				
2	Small household appliances				
3a	IT & telecoms equipment (exc. display equipment e.g. monitors)				
3b	IT & telecoms equipment (IT monitors only)				
4a	Consumer equipment (exc. display equipment e.g. TVs)				
4b	Consumer equipment (Display equipment only e.g. TVs)				
5a	Lighting equipment (exc. gas discharge lamps)				
5b	Gas discharge lamps				
6	Electric and electronic tools				
7	Toys, leisure and sports equipment				
8	Medical devices				
9	Monitoring and control instruments				
10	Automatic dispensers				
n/a	Mixed WEEE evidence (Categories will be split out by Valpak according to DEFRA protocol)				

Signature of this statement is subject to and in accordance with the Producer WEEE Scheme Membership Terms and the Policy (available at [www.valpak.co.uk](http://www.valpak.co.uk))

Member's Signature..... Position ..... Date.....

Valpak signature..... Position ..... Date.....

Please return to: Compliance Services, Valpak Ltd, Stratford Business Park, Banbury Road, Stratford-upon-Avon, CV37 7GW or fax to 08450 682532

Unless the context otherwise requires, words and expressions used in this form shall have the meaning set out in the Membership Terms or the MCEP (as the case may be).

The information requested in this form should be submitted to Valpak by close of business on **31st October** preceding the relevant compliance year.

If Valpak does not receive the information by this date then Valpak cannot guarantee to accept your own waste PRNs/PERNs.