

SPECIAL TERMS AND CONDITIONS (DATA INSIGHTS SERVICES SERVICES)

Where Valpak agrees to provide Client with Data Insights Services and/or Plastic Packaging Tax 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; the Waste Electrical and Electronic Equipment Regulations 2006; and/or the Plastic Packaging Tax (General) Regulations 2022 (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/or batteries weights and/or weights related data required in relation to the Data Insights Services and/or Plastic Packaging Tax Services.

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 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 COLLECTION AND 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:

3.1.1 if specified in the Proposal, calculate Client's Data Submission (or hypothetical Data Submission if Client is not actually making a Data Submission) using the Client Data and such Third Party Data (if any); and/or

3.1.2 carry out such other calculations or services relating to such Client Data as specified in the Proposal.

3.2 Valpak will use its reasonable endeavours to provide the results of the Services set out in clause 3.1 of these Special Terms (Data Insights Services) including the proposed Data Submission (if any) to Client 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 2.2 of these Special Terms (Data Insights Services)).

3.3 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.

3.4 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 3.4 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.

3.5 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.

Document number	
Review Date	April 2025

**SPECIAL TERMS AND CONDITIONS FOR PLASTIC PACKAGING
TAX SERVICE**

Where Valpak agrees to provide Client 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 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:
- “**Declaration Form**” means the Plastic Packaging Tax Declaration Form completed each quarter and signed by Client;
- “**Resubmission**” means an amendment to a previous Tax Submission by way of providing revised Tax Data as result of obtaining new or more accurate weights data;
- “**Tax Data**” means the plastic tax liability calculation set out in the relevant Declaration Form using the weights data approved by Client as set out in the relevant Declaration Form; and
- “**Tax Submission**” means the submission of Tax Data to be made to HMRC in accordance with the Plastic Packaging Tax (General) Regulations 2022 (“**Plastic Tax**”).

2 TAX SUBMISSION

- 2.1 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 the Tax Data using the Client Data and such Third Party Data (if any). Subject to Client complying with clause 5.1 of the General Terms, Valpak will use its reasonable endeavours to provide the results of these calculations and the proposed Tax Submission to Client on or before the dates set out in the Timeline (or as otherwise agreed in writing between the parties from time to time).
- 2.2 Client acknowledges and agrees that Valpak only undertakes preliminary checks on the weights data and evidence provided by Client and its suppliers (the “**Evidence**”) when calculating the Tax Data. It is the sole responsibility of Client to review and approve the Evidence as set out in the Declaration Form and ensure that it is accurate and meets the requirements of HMRC guidance. Client must approve the Evidence in accordance with the Timeline as set out on the Proposal. Valpak has no responsibility or liability for any delay in providing any Tax Submission to HMRC if Client has not approved the Evidence or has not adhered to the Timeline.
- 2.3 Client acknowledges and agrees that it shall remain fully responsible for verifying the weights data and Evidence set out in the Declaration Form and approving the Tax Data prior to making the Tax Submission to HMRC and accordingly Valpak shall have no liability to Client for any errors, omissions or inaccuracies in the Tax Data.
- 2.4 Client acknowledges that it has carried out due diligence and has determined that the Plastic Packaging Tax Services are suitable to meet its needs, including but not limited to ensuring compliance with the Plastic Tax. In particular Client's attention is drawn to the fact that HMRC's implementation of the Plastic Tax requires actual weights data for the Evidence, which is practically impossible as the actual weights data is not known by Valpak for all relevant products. As such, Client acknowledges that the Plastic Packaging Tax Services are provided on this basis, but that Client is and remains solely responsible for taking all additional steps that may be needed by it in order for it to comply with the Plastic Tax. Valpak shall have no liability to Client for any losses Client may suffer under the Plastic Tax if Valpak has performed the Services in accordance with its express obligations set out in the Proposal. Client further agrees to hold harmless and indemnify Valpak from or against any losses, costs, damages, awards, liabilities or claims arising from or in connection with the same.

Document number	
Review Date	April 2025

SPECIAL TERMS AND CONDITIONS FOR RECYCLABILITY ASSESSMENT METHODOLOGY SERVICES

Where Valpak agrees to provide Client with RAM Services (carrying out an assessment as to recyclability of packaging items on a red/amber/green scale), then the following terms shall apply in addition to the terms of the General Terms and the Proposal.

1 SERVICE PROVISION

- 1.1 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 carry out the RAM Services using the Client Data and such Third Party Data as Valpak collects in relation to these Services (if any). Subject to Client complying with clause 5.1 of the General Terms, Valpak will use its reasonable endeavours to provide the output of the RAM Services as part of the verification form (as referred to in the Proposal) to Client on or before the dates set out in the Timeline (or as otherwise agreed in writing between the parties from time to time).
- 1.2 Client acknowledges and agrees that Valpak will be making use of:
(i) packaging data held within its database to determine the recyclability of items in situations when actual packaging data is not available; and (ii) conclusions as to the recyclability of items provided by Client's suppliers in response to queries raised by Valpak.
- 1.3 Client acknowledges that it has carried out due diligence and has determined that the RAM Services are suitable to meet its needs, including but not limited to ensuring compliance with Producer Responsibility Obligations (Packaging and Packaging Waste) Regulations 2024 (**EPR Regulations**). In particular Client's attention is drawn to the fact that DEFRA's implementation of the Recyclability Assessment Methodology requires that the data used to make the assessment is "as accurate as reasonably possible". As such, Client acknowledges that the RAM Services are provided on this basis and Valpak shall have no liability to Client for any losses Client may suffer (whether under the EPR Regulations or otherwise) if Valpak has performed the Services in accordance with its express obligations set out in the Proposal. Client further agrees to hold harmless and indemnify Valpak from or against any losses, costs, damages, awards, liabilities or claims arising from or in connection with the same.

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