

Wastecare Packaging Producer Compliance Scheme Terms and Conditions

Updated 21/01/2025

1. Wastecare Compliance

1.1 Wastecare Compliance operates a Packaging Producer Compliance Scheme as defined in the Producer Responsibility Obligations (Packaging and Packaging Waste) Regulations 2024.

1.2 Wastecare Compliance is a wholly owned subsidiary of Wastecare Group Limited, Company Registration Number: 03280384; Registered Office: Argent House, Tyler Close, Normanton, United Kingdom, WF6 1RL.

1.3 Wastecare Compliance exists to enable producers of packaging to meet their obligations under the Regulations.

2. Membership

2.1 The relationship between Wastecare Compliance and the Member is a contractual one based on this Agreement and the Membership application form which is authorised ("signed") by an approved signatory of the Member, as defined in Regulation 45. The applicant is not deemed to be a Member until the application form has been approved and accepted by Wastecare Compliance.

2.2 The Scheme is open to all companies that place packaging on to the UK market and covers all sectors of the packaging supply chain to which the Regulations apply. There is no minimum number of Members and a maximum of 1,000 Members will be accepted.

2.3 Membership shall be effective as of the date of the signature by the parties of the Agreement and shall continue for a minimum of one compliance period (or the remainder of the current compliance period if membership commenced part way through a compliance period). Membership shall continue for successive compliance periods unless terminated by any of the following means:

2.3.1 By the Member giving notice, in writing, by 31st of August, to Wastecare Compliance to leave Wastecare Compliance for the next compliance period. Note that a producer can only be a Member of one Scheme in any compliance period.

2.3.2 By Wastecare Compliance notifying the Member in writing that termination shall be on a specified date, following a breach by the Member of any of its obligations under this Agreement, if such a breach has not been remedied to the satisfaction of Wastecare Compliance within 30 days of such a breach being notified to the Member in writing.

2.3.3 By Wastecare Compliance giving notice prior to the 15th September in any given compliance period, in writing to the Member.

2.3.4 According to the Regulations a producer cannot now be regarded as being a Member of a Packaging Compliance Scheme for the purposes of the Regulations unless they have provided any information Wastecare Compliance, as the scheme operator, reasonably requests which is necessary for the purposes of meeting its obligations under regulation 43(3) in relation to that producer, within a reasonable period of receiving such a request; and pays any fee required for membership of the compliance scheme.

3. Membership Fees

3.1 Membership fees are in three parts which are separately identified on any invoices:

- a) Environment Agency registration fees;
- b) Scheme Membership fees;
- c) Obligation fees.

3.2 Charges are based on the current Regulations and associated guidance and expected recycling targets for the compliance period. Charges may be subject to change if the Regulations, guidance or interpretation are amended.

3.3 Scheme membership fees are reviewed annually and are based on the costs of administering and maintaining the Packaging Compliance Scheme.

3.4 Charges made for meeting the Member's obligation to collect and recycle packaging waste will be at cost plus a PERN/PRN handling fee that will not exceed 8% or £2 per tonne (whichever is greater) of the PERNs/PRNs cost.

3.5 Payment of fees and charges:

3.5.1 In the case of Environment Agency registration fees, these will be invoiced upon joining the Packaging Compliance Scheme for the first time and annually thereafter prior to the compliance period of membership. Fees are due to be paid in full within 30 days of the date of the invoice.

3.5.2 In the case of Scheme membership fees, these will be invoiced upon joining the Packaging Compliance Scheme for the first time and annually thereafter prior to the compliance period of membership. Fees are due to be paid in full within 30 days of the date of the invoice.

3.5.3 In the case of Obligation fees, these will be invoiced in three instalments calculated as a third of the Member's annual obligation for existing Members or on receipt of completed data return for new Members, unless otherwise stated. The first invoice in relation to the Obligation fees will be issued by 30th of April of current period of membership after confirmation of the Member's annual recycling obligation. The second invoice will be issued by 31st of July of the current period of membership and the third and final invoice will be issued the 31st of October of the current period of membership. These are due to be paid in full within 30 days of the date of the invoice.

3.5.4 Obligation fees, for each packaging category a Member supplies, will be calculated in accordance with Regulation 40 Schedule 5 Recycling Obligations, of the Regulations.

3.5.5 In the case of Obligation fees, these may be invoiced annually by agreement in writing between Wastecare Compliance and the Member.

3.5.6 In the case of Late submission fees as defined in clause 4.10, these will be invoiced within 60 days from the deadlines set in clauses 4.9. Fees are due to be paid in full within 30 days of the date of the invoice.

3.5.7 Wastecare Compliance shall give Members 30 days' notice in writing of any change in its fee structure.

3.5.8 The Member will pay all monies due under this Agreement in full, without deduction.

3.5.9 Should any monies payable by the Member to Wastecare Compliance be outstanding for more than 30 days and if the Member has not paid the outstanding amount within 5 days following receipt by the Member of a written notice of default from Wastecare Compliance in this respect, Wastecare Compliance reserves the right to terminate this Agreement. In such case, Wastecare Compliance reserves the right to take legal action and the full enforcement procedures are detailed in Section 7.

3.5.10 Wastecare Compliance reserves the right to charge the Member for any additional costs of credit control, bank charges and interest charges under the Late Payment of Commercial Debts (Interest) Act 1998 relating to overdue Members payments of any type.

4. Membership Rules

4.1 The Member shall provide Wastecare Compliance with the information required under the Regulations in connection with its membership of Wastecare Compliance. This information is supplied by the Member fully completing the application form and packaging data reporting forms for subsequent reporting periods. This information shall be stated to be as accurate as reasonably possible and signed by an appropriate person from the Member as defined in the Regulations.

4.2 The Member shall notify Wastecare Compliance forthwith and in any case within 14 days of any material changes in the information previously supplied. This information can be submitted, by e-mail to packaging.compliance@wastecare.co.uk or by post to the registered address.

4.3 The Member shall provide Wastecare Compliance on request, with any other information relating to the producer responsibility obligation, and how this information was collected.

4.4 This information provided by the Member shall be, to the best of the Member's knowledge, true and accurate having regard to the nature of the request.

4.5 All data provided to Wastecare Compliance shall be verified, by a Director of the Scheme Member company or by a Partner where the Scheme Member is a Partnership, as being as accurate as reasonably possible.

4.6 Wastecare Compliance shall keep copies of all documentation from Members as required under the terms of the Regulations.

4.7 The Member agrees that Wastecare Compliance shall be entitled to provide such information to the Environment Agency or any other such body to which Wastecare Compliance would be obligated.

4.8 Members who wish to manage some or all of their obligations for recycling of packaging waste should notify Wastecare Compliance of this intention on joining and ensure that any PRNs/PERNs generated are supplied by the reprocessor back to Wastecare Compliance. These PRNs/PERNs will be discounted against the Member's obligations. Wastecare Compliance and the Member will agree the type and quantity of PRNs to be arranged by the Member and the planned delivery dates. In the event that the intended PRNs have not been obtained and supplied back to Wastecare Compliance by the agreed delivery dates and at an absolute latest of 30th of November of the compliance period, then the Member agrees to cover the cost of purchase of the outstanding PRNs/PERNs on the open market.

4.9 Members obligated as large producer shall comply with the reporting requirements set in Schedule 2.

4.10 Failure to supply complete and accurate data before the deadlines set out in clause 4.9 and Schedule 2 will result in additional late submission fees of £332.

4.11 Members must keep any data which the producer is required to collect under Regulation 34 for at least 7 years after the end of the reporting period to which the data relate.

5. Confidentiality

5.1 Wastecare Compliance will hold all documents and information received by Wastecare Compliance in connection with the performance of the Agreement in strict confidence. Such documents and information will not be disclosed by Wastecare Compliance, its staff or agents to any third party without the permission of the Member unless a duty to disclose is imposed under statute or by Court order.

6. Obligations

6.1 Member:

6.1.1 The Member agrees that it will carry out its obligations under the Agreement in compliance with the requirements of the Regulations.

6.1.2 The Member agrees that it will allow Wastecare Compliance access to premises and provide relevant information required to undertake a compliance audit from time to time, provided that Wastecare Compliance informed the Member of the date of the audit at least 30 days beforehand.

6.2 Wastecare Compliance:

6.2.1 Wastecare Compliance will register the Member as a Producer with the Environment Agency.

6.2.2 Wastecare Compliance shall comply with any and all applicable legislation and legal requirements and shall carry out its obligations under this Agreement in compliance with the Regulations.

6.2.3 Wastecare Compliance has the right to publish the names of membership of Wastecare Compliance in its annual report or other literature, unless expressly requested by the Member to the contrary in writing.

7. Enforcement Procedures

In the event of a breach of Membership rules or obligations the following enforcement procedure may be invoked:

- a) Telephone or e-mail contact will be made with the primary contact of the Member stating exactly what the breach has been and the regulatory impact on the Member and the Scheme and asking for the breach to be addressed.
- b) If after 28 days no satisfactory resolution of the breach has been achieved, a formal written request will be issued to the Member stating what the breach has been and the regulatory impact on the Member and the Scheme and asking for the breach to be addressed.
- c) If the breach has not been addressed by the Member within 14 days of the issuing of the letter, a Board Member of Wastecare Compliance would, by registered letter, request a meeting with the Member who signed the Membership application form.
- d) If there is no response to the letter, or a timely meeting is not agreed to, or a satisfactory resolution of the breach is not achieved following a meeting, Wastecare Compliance reserves the right to take legal action and to inform the Environment Agency of the situation.

8. Dispute and Arbitration Procedures

Dispute Procedure

The following is the procedure to be followed in the event of dispute (other than a breach of rules or obligations) between Members or between Members and Wastecare Compliance:

8.1 The party raising the dispute must set out in writing the characteristics or other circumstances (the 'statement of the dispute'), which lead to the dispute.

8.2 The party raising the dispute must send a copy of the statement of the dispute to the other party in the dispute and invite the other party to attend a meeting to discuss the matter.

8.3 The meeting must take place before any action is taken and both parties must take all reasonable steps to attend the meeting. In the case of a Members' dispute, a representative of Wastecare Compliance should attend the meeting. In the case of a dispute between the Member and the Scheme, either party can nominate another party to attend the meeting.

8.4 The meeting must not take place unless

- a) the party raising the dispute has informed the other party to the dispute what the basis was for including in the statement under paragraph (8.1) the ground or grounds given in it,

and

- b) the other party to the dispute has had a reasonable opportunity to consider his response to that information.

8.5 The meeting decisions should be minuted by the 'independent' meeting attendee.

Arbitration Procedure

8.6 If either party to the dispute is not satisfied by the outcome of the meeting, then the dispute shall be referred to arbitration.

8.7 In the event of a reference to arbitration, the parties to the dispute shall agree an arbitrator or if not agreed within 7 days an arbitrator shall be nominated at the request of either party by the Chartered Institute of Arbitrators in England.

8.8 The parties to the dispute agree that the decision of the arbitrator shall be final.

8.9 Wastecare Compliance and the Member agree that the costs of the arbitrator shall be paid as directed by the arbitrator. The arbitrator's decisions will be further subject to Late Payment Legislation.

9. Communications

9.1 Important information concerning the Scheme and its operation is disseminated to Members via e-mail to the nominated contact by a Director of Wastecare Compliance, unless the Member prefers other forms of contact. Information will also be disseminated via the Wastecare Compliance website and via regular e-mail newsletters. In addition a dedicated Member telephone helpline is available.

10. Indemnity and Liability

10.1 The Member hereby agrees to indemnify Wastecare Compliance from and against all demands, claims, liabilities, losses, damages, costs and expenses whatsoever (including all reasonable legal direct costs) and from and against all actions and proceedings which may be commenced, taken or made against Wastecare Compliance arising in relation to:

10.1.1 any material failure by the Member duly and punctually to provide any information which the Member is obliged to provide under this Agreement or

10.1.2 any of the information provided by the Member under this Agreement being false, inaccurate, misleading or incomplete in any material respect.

10.2 Wastecare Compliance hereby agrees to indemnify the Member from and against all demands, claims, liabilities, losses, damages, costs and expenses whatsoever (including all reasonable legal direct costs) and from and against all actions and proceedings which may be commenced taken or made against the Member arising in relation to any failure by Wastecare Compliance of its obligation in clauses 6.2.1 and 6.2.2 of this Agreement.

10.3 Wastecare Compliance and the Member shall not be liable by reason of any representation or any implied warranty condition, or other term, or under any duty at common law, or under the express terms of the Agreement for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever) and whether caused by the negligence of its employees or agents or otherwise) which arise directly or indirectly out of or in connection with the performance of this Agreement.

11. Term and Termination

11.1 **Term.** The Agreement shall be effective as of the date of the signature by the parties of the Agreement and shall remain in full force and effect subject to clause 2.3.

11.2 **Termination for cause.** Either party may terminate the Agreement with immediate effect, by giving written notice, in the event that the other party is in material breach of the Agreement:

11.2.1 where the breach is incapable of remedy;

11.2.2 where the breach is capable of remedy, but the other party has failed to remedy the breach after having followed the full enforcement procedures in clause 7 or if such other party refuses to follow or partake in (all or part of) these enforcement procedures;

11.2.3 the other party has been affected by a force majeure event for a continuous period of 2 months (or longer).

11.3 **Termination for insolvency.** Either party may terminate the Agreement with immediate effect, by giving written notice, in the event that the other party

11.3.1 has ceased to exist or has been dissolved or an attachment in execution is made on all or an important part of its assets; or

11.3.2 has been declared bankrupt or a petition for bankruptcy has been filed or is expected to be filed, or its business has been discontinued.

11.4 **Additional termination grounds.** Without prejudice to its other rights and remedies under this Agreement, Wastecare Compliance may terminate the Agreement in the event of late payment in accordance with clause 3.5.7.

11.5 A party's right of termination under this clause 11. shall be in addition and without prejudice to, and shall not constitute a waiver of, any other right or remedy such party may have by law or under the Agreement.

11.6 In case of termination of the Agreement,

11.6.1 Wastecare Compliance shall without prejudice to clause 5 'Confidentiality', promptly return to the Member all documents and information it received from the Member; and

11.6.2 Wastecare Compliance shall at the request of the Member cooperate in good faith with the Member to arrange for the transitioning by the Member to another Packaging Compliance Scheme and provide the Member with the assistance required to guarantee the continuity of all the Member's obligations under the Regulations provided that the Member shall meet the reasonable costs of such assistance at the current rates of Wastecare Compliance in force at such time.

11.6.3 The Member shall be entitled to pro rata repayment of any fees or charges paid in advance by the Member to Wastecare Compliance in the context of the Agreement (including without limitation membership fees), unless the Agreement is lawfully terminated by Wastecare Compliance including on the basis of clauses 11.2.1, 11.2.2 or 11.3 or otherwise.

12. Miscellaneous

12.1 Severability. If (part of) a provision of the Agreement is or becomes invalid or unenforceable, it shall be deemed deleted but the remainder of the Agreement shall continue to be effective to the extent that, in view of the Agreement's substance and purpose, such remainder is not inextricably related to and therefore inseverable from the invalid or unenforceable (part of the) provision. The affected (part of such) provision shall be deemed automatically replaced by such valid and enforceable provision(s) which come(s) closest to the original intention of the parties. Nothing in this Agreement shall limit or exclude the liability of either party for fraud.

12.2 Entire Agreement and variation. The terms and conditions as set out in this Agreement document together with the Membership application form, contain the entire Agreement of the parties regarding the subject matter hereof and supersede all prior Agreements, understandings or conditions (whether oral or written) regarding such subject matter. Save as provided otherwise in the Agreement, the Agreement may not be changed except by a written instrument signed by both parties. Each party acknowledges that in entering into the Agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

12.3 Applicable law. The Agreement shall be governed by and construed in accordance with the laws of England.

12.4 Amicable settlement – jurisdiction and choice of law. The parties shall endeavour to resolve any dispute arising out of or in connection with the Agreement, including disputes with respect to the validity thereof, in an amicable manner and shall seek to resolve any dispute in good faith.

In the event of any dispute between the parties arising out of or in connection with the Agreement or its subject matter, which could not be settled in an amicable manner, shall be finally settled by arbitration in accordance with clause 8. The arbitration shall be conducted in the English language and the place of arbitration shall be London, England, or an alternative location if mutually agreed in writing by the parties. This Agreement shall be subject to English law.

12.5 Assignment. Neither party may assign the Agreement without the prior written consent of the other party such consent not to be unreasonably withheld or delayed.

12.6 Force Majeure. Neither party shall be liable for non-performance or delay in performance caused by a force majeure event. Any occurrence of a force majeure event shall be reported promptly to the other party. If an event of force majeure occurs, the Agreement will be suspended for a period equal to the period during which the force majeure event exist. If a party been affected by a force majeure event for a continuous period of 2 months (or longer), either party may terminate the Agreement in accordance with clause 11.2.3.

12.7 Independence. Nothing in the Agreement shall be deemed to create a partnership, joint venture or agency relationship between the parties, or to authorize either party to create or undertake any liabilities or obligations on behalf of or in the name of the other party, unless if agreed otherwise in this Agreement.

12.8 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.9 Third Party Rights. Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 Notices. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be addressed to that party at its registered office or such other address as that party may have specified to the other party in writing and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service or pre-paid air mail, or by commercial courier, or by email. A notice shall be deemed to have been received:

- a) if delivered personally, when left at the relevant address;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- c) if sent by pre-paid air mail, at 9.00am on the fifth day after posting;
- d) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- e) if sent by email, one Business Day after transmission.

The provisions of this clause 12.10 shall not apply to the service of any proceedings or other documents in any legal action.

Schedule 1 – Definitions

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under the common control with a party to the Agreement.

Agreement means the contractual relationship between the parties on the basis of the terms and provisions set out in this document and the Membership application form (cf. clause 2.1) In the event of any conflict between the Membership application form and the terms and conditions of this Agreement set out in this document, the terms and conditions of this Agreement shall prevail.

Application form means the application form and any attachments signed by the Member and Wastecare Compliance.

Approved person has the meaning set out in the Regulations.

Company registered in the United Kingdom means a company registered in any part of the United Kingdom under the Companies Act 2006; the provisions of the Companies Act 1985 or the Companies (Northern Ireland) Order 1986 that remain in force; and any former enactment relating to companies; but a company incorporated outside the United Kingdom which has registered particulars under those Acts is not registered in the United Kingdom for the purposes of these Regulations.

Compliance period means a calendar year commencing on 1st January and ending on 31st December.

Environment Agency means The Environment Agency of England.

Environment Agency fee means the annual producer registration charges shown in Regulation 13, SCHEDULE 1 Charges of the Regulations.

Force majeure event means any event beyond the reasonable control of a party, including an act of God, war, riot, public disorder, civil commotion, economic sanctions, governmental decisions or interventions, fire, flood, explosion, pandemic, epidemic, terrorism, labour dispute, strike or lock-out or other forms of industrial action.

Large producer, LP, has the meaning given in regulation 23(a) of the Regulations.

Membership means membership of the Wastecare Compliance Packaging Compliance Scheme in accordance with this Agreement.

Obligation fee means the obligation of a large producer to finance the recovery and recycling of tonnage of packaging waste and the type of recyclable material to which they are expected to relate, as calculated under Regulation 40 SCHEDULE 5 Recycling obligations of the Regulations.

Packaging has the meaning set out in Regulation 7 of the Regulations.

Packaging category means one of the categories referred to in Regulation 7(5) of the Regulations.

Packaging compliance Scheme or **Compliance Scheme** means a compliance scheme which is registered in accordance with the Regulations and that has been approved under Regulation 47 and 51 of the Regulations.

Packaging waste has the meaning set out in Regulation 7 of the Regulations: any packaging or packaging material which is waste, but does not include packaging which is discarded and becomes waste outside the United Kingdom.

PERN has the meaning given in regulation 84(1) of the Regulations: a packaging waste export recycling note issued by an accredited exporter in a format specified by the appropriate agency, as evidence that the tonnage of packaging waste specified in the note has been exported and received for recycling at an overseas reprocessing site.

PRN has the meaning given in regulation 84(1) of the Regulations: a packaging waste recycling note issued by an accredited reprocessor in a format specified by the appropriate agency, as evidence that the tonnage of packaging waste specified in the note has been received for recycling at a reprocessing site.

Producer has the meaning set out in Regulation 15(1) of the Regulations.

Regulations means the Producer Responsibility Obligations (Packaging and Packaging Waste) Regulations 2024., including any subordinate legislation made under them or any amendments.

Relevant reporting period or **reporting period** has the meaning set out in Regulation 2 of the Regulations: in relation to any information specified in regulation 35, 36 or 37 that is to be reported to the appropriate agency, or information specified in regulation 38 that is to be reported to the Environment Agency, means a period specified in that regulation for which that information is required to be reported by, or in relation to, a producer;

Scheme Member or **Member** means, in relation to Wastecare Compliance packaging compliance Scheme, a producer who is a Member of that Scheme.

Scheme operator means the operator of a packaging producer compliance Scheme.

Small producer has the meaning given in regulation 23(b) of the Regulations.

Term means the term of the Agreement as set forth in clause 11.1.

Wastecare Compliance as the context shall require means the packaging compliance Scheme operated by Wastecare Compliance Plc.

Writing includes text that is transmitted by electronic means, received in legible form, and capable of being used for subsequent reference.

Year means the period of 12 months dating from the 1st January to the 31st December.

Schedule 2—Reporting obligations: large producers

A large producer (“LP”) of a class specified in the first column of Table 1 must, in relation to the packaging specified in the corresponding entry in the second column of Table 1, report the descriptions of data specified in the third column of Table 1, for the reporting period specified in the fourth column of Table 1.

Reports of data for which Table 1 specifies a 6 monthly reporting period must be submitted to Wastecare Compliance:

- (a) on or before 1st September each year, for the period from 1st January to 30th June in that year; and
- (b) on or before 1st March each year, for the period from 1st July to 31st December in the previous year.

Reports of data for which Table 1 specifies a 12 monthly reporting period must be submitted to Wastecare compliance on or before 1st March each year, for the previous calendar year.

The first reports under this regulation must be submitted to Wastecare Compliance on or before 1st March 2025, for the period 1st January to 31st December 2024 or 1st July to 31st December 2024 as applicable.

Table 1: Data to be reported by large producers

<i>Class of producer</i>	<i>Packaging in relation to which data reporting obligations apply</i>	<i>Descriptions of data to be reported (references are to paragraphs of Schedule 4 of the Regulations)</i>	<i>Reporting period</i>
Brand owner	Packaging for which LP is a producer by virtue of regulation 16	2, 3, 5, 6, 7, 9, 10, 12, 13	6 months
Packer/filler	Packaging for which LP is a producer by virtue of regulation 17	2, 3, 5, 6, 7, 9, 10, 12, 13	6 months
Importer or first UK owner	Packaging for which LP is a producer by virtue of regulation 18	2, 3, 5, 6, 7, 9, 10, 12, 13	6 months
		11	12 months
Distributor	Packaging for which LP is a producer by virtue of regulation 19	2, 3, 5, 6, 7, 9, 10, 12, 13	6 months
		11	12 months
Online marketplace operator	Packaging for which LP is a producer by virtue of regulation 20	2, 3, 12, 13	6 months
		4, 11	12 months
Service provider	Packaging for which LP is a producer by virtue of regulation 21	2, 3, 5, 6, 7, 9, 10, 12, 13	6 months
		11	12 months
Seller	Packaging for which LP is a producer by virtue of regulation 22	11, 12, 13	12 months