

Wastecare WEEE Producer Compliance Scheme

Terms and Conditions

Updated 24/10/2025

1. Wastecare Compliance

1.1 Wastecare Compliance Plc (Wastecare Compliance) operates a WEEE Producer Compliance Scheme as defined in the Waste Electrical and Electronic Equipment Regulations 2013 (as amended). Scheme approval number: WEE/MP3538PZ/SCH.

1.2 Wastecare Compliance Plc, company registration number: 06043169, registered office: Argent House, Tyler Close, Normanton, United Kingdom, WF6 1RL, 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 Electrical and Electronic Equipment 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 authorised signatory (as defined in Regulation 18 (2) (a) of the Regulations) of the Member. 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 EEE on to the UK market and covers all categories of household and non-household WEEE 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 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 Wastecare Compliance notifying the Member in writing that termination shall be on a specified date, not earlier than the end of the current compliance period, 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.

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

2.3.3 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.

2.4 Wastecare Compliance shall provide the Member B2B and/or B2C WEEE collection and disposal services to enable the Member to meet its obligations under the Regulations subject to the Member complying with its obligations under this Agreement. In relation to B2B WEEE collection and disposal services the Member agrees to undertake / finance the cost of collection, treatment, recovery and environmentally sound disposal of B2B WEEE unless agreed otherwise in writing with Wastecare Compliance.

2.5 A company that places EEE on to the UK market may become a Member of Wastecare Compliance as a:

2.5.1 B2B member only;

2.5.2 B2C member only;

2.5.3 B2B and B2C member;

2.5.4 Small producer member;

2.5.5 Associate member – Direct Registrants In the case of 2.5.3 above, a single producer registration will be made with the Environment Agency.

2.6 On becoming a scheme Member, the Member shall provide Wastecare Compliance with any further data in line with the following requirements:

2.6.1 All B2C data is received by Wastecare Compliance no later than 15 days following the end of each quarter or annually in the case of associate members. In the case of B2B data this should be reported no later than 15 days after the calendar year end.

2.6.2 The Member shall provide Wastecare Compliance with details of its placed-on market EEE data in the UK (if EEE is imported then imported data should be used). This should be provided in the format of the relevant EEE data submission form or via the online data portal.

2.6.3 In relation to B2B WEEE, the Member shall complete and submit data to Wastecare Compliance (no later than 15 days following the end of the compliance period) in the format of the relevant WEEE data table, the total amount of B2B WEEE which has been collected, treated, recovered and disposed of in an environmentally sound manner by the member (or the costs of which have been financed by the member) in the relevant period.

2.6.4 The Member shall confirm to Wastecare Compliance the name of the AATF writing evidence in favour of Wastecare Compliance. This evidence will be included in a declaration of compliance pursuant to the Regulations to enable Wastecare Compliance and its members to comply with its responsibilities and obligations in relation to B2B WEEE. In relation to B2C WEEE the scheme member shall complete and submit data to Wastecare Compliance no later than 15 days following the end of the quarter or annually in the case of associate members and confirm the name of the AATF writing evidence in favour of Wastecare Compliance.

2.7 Wastecare Compliance reserves the right to register small producers in line with the Regulations in the format which Wastecare Compliance believes is in the best interest of the small producer and Wastecare Compliance.

2.8 Wastecare Compliance will register its small producers either as a small producer Member in which case they would be considered a full member of Wastecare Compliance or will register them as direct registrants via NPWD website in which instance, in line with the Regulations, they are not considered to be full members of Wastecare Compliance but will be considered to be an Associate member.

2.9 Associate members are required to provide to Wastecare Compliance B2C EEE and/or B2B EEE data annually.

2.10 It is the responsibility of the small producer to advise Wastecare Compliance at any point during a compliance period if they intend to place 5 tonnes or more of total EEE output during that compliance period or for the following compliance period. In these circumstances Wastecare Compliance will, following payment of additional invoices to cover a large producer registration with the Environment Agency and Wastecare Compliance, accept the former small producer as a full large producer scheme Member and will make a further registration to the Environment Agency, in line with the current Regulations. Wastecare Compliance must be notified within 28 days.

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.
- d) Producer Compliance Scheme Balancing System (PBS) 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 WEEE Compliance Scheme and, in order to reflect the potential obligation arising, on the size of the producer in terms of the quantity of EEE placed on the market.

3.4 Payment of fees and charges:

3.4.1 In the case of Environment Agency registration fees, these will be invoiced upon joining the WEEE 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.

3.4.2 In the case of Scheme membership fees, these will be invoiced upon joining the WEEE 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.

3.4.3 In the case of Obligation fees, these will be invoiced annually or quarterly in the current compliance period depending on the size of the Member's annual obligation. Obligation fees are based on the total B2C EEE tonnage placed on the UK market by the Member in the previous compliance period. Charges will also be based on annual national WEEE collection targets set by DEFRA and allowing for variables such as (but not limited to) the amount of obligated WEEE collected on behalf of the Member and the price structures provided by the AATFs, logistics companies and recovery/recycling companies used to secure the volume of Evidence notes required to meet the Member annual obligation. Fees are due to be paid in full within 30 days of the date of the invoice.

3.4.4 If the Member reports e-cigarette EEE tonnage on the UK market in the previous compliance period, Wastecare will recharge PBS fees to the Member in accordance with the Member EEE market share in respect of the stream of Household e-cigarette WEEE invoiced quarterly to Wastecare by the PBS administrator. PBS fees will be invoiced quarterly and are due to be paid in full within 30 days of the date of the invoice.

3.4.5 In relation to the PBS fees (as defined in clause 3.4.4) Wastecare shall, in response to a Member request, share details of the quarterly PBS fees it incurred, as invoiced by the PBS administrator.

3.4.6 In the case of Obligation fees invoiced annually, these will be invoiced by 30th of April of the current period of membership.

3.4.7 In the case of Obligation fees invoiced quarterly, these will be invoiced in four (4) instalments invoiced by 30th of April of the current period of membership for the first instalment, by 30th of June of the current period of membership for the second instalment, by 31st of August of the current period of membership for the third instalment and by 31st of October of the current period of membership for the fourth instalment.

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

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

3.4.10 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.

3.4.11 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 Member's payments of any type.

3.4.12 Wastecare Compliance reserves the right to refuse to register a Member with the Environment Agency if the Member does not pay all sums due to Wastecare Compliance in accordance with this Agreement.

3.4.13 Any Member joining Wastecare Compliance after the start of a compliance period shall pay the annual Environment Agency registration fees and scheme membership fees for that compliance period.

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 submitting annual and quarterly data. This information shall be stated to be as accurate as reasonably possible and signed by the authorised signatory as defined in Regulation. 18 (2).

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 compliance@wastecare.com 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 The Member who wishes to manage some or all of their obligations for collection, treatment, recycling, recovery and environmentally sound disposal of WEEE should indicate on their application form the tonnage of WEEE for which they will take responsibility.

4.9 A Member who chooses to instruct an AATF to process their own obligated WEEE should ensure that they inform Wastecare Compliance in writing in advance of the collection taking place.

4.10 The Member is allowed, should they wish, to join one Scheme for household WEEE and another for non-household WEEE. Members should inform Wastecare Compliance in writing if they intend to do this.

4.11 The Member should keep records of all information submitted to Wastecare Compliance for a minimum of 4 years, as required by the Regulations.

4.12 The Member should submit details of B2C data by weight and EEE Category for household EEE to Wastecare Compliance by the 15th of the month following the end of the quarter or annually in the case of associate Members to enable Wastecare Compliance to comply with the requirements of the Regulations for submission of total tonnage of EEE placed on market data of Scheme Members. Non-Household EEE should be reported annually by the 15th of the month following the end of the compliance period. Data should be submitted utilising the web-based data portal or Wastecare Compliance data forms.

4.13 Wastecare Compliance reserves the right to levy charges to the Member for additional costs incurred in obtaining placed on market EEE data in the event this is not provided by the member within required deadlines.

4.14 A Member who supplies EEE to the non-household market is required to inform its customers of its membership of the Wastecare WEEE Compliance Scheme and inform its customers of the collection and recycling procedure of any WEEE that is obligated. Unless the Member has opted to utilise regulation 12 (2).

4.15 Where a Member chooses to appoint its own AATF to process any WEEE, Wastecare Compliance must be informed in writing and in advance and reserve the right to audit the AATF prior to accepting any evidence notes.

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.

6.2.4 Should Wastecare Compliance be appointed as Authorised Representative then the overseas producer will become a Member of the Wastecare Compliance producer compliance Scheme.

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. Evidence Note Distribution

9.1 In the event that the approval of Wastecare Compliance's WEEE Producer Compliance Scheme is withdrawn by the Environment Agency, previously collected Evidence notes owned by Wastecare Compliance will be allocated to each Scheme Member in proportion to the quantity of B2C EEE placed on the market by the Member, relative to the other Members, in the compliance period up to the point of such withdrawal.

10. Communications

10.1 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.

11. Indemnity and Liability

11.1 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:

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

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

11.2 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.

11.3 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.

12. Term and Termination

12.1 **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 subject to clause 2.3.

12.2 **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:

12.2.1. where the breach is incapable of remedy;

12.2.2. 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;

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

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

12.3.1 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

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

12.4 Additional termination grounds. The Member may terminate the agreement with immediate effect, by giving written notice, in the event that:

12.4.1. The Member, at the end of a compliance period placed less than 5 tonnes of EEE on the UK market; or

12.4.2 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 3.6.

12.5 A party's right of termination under this clause 12 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.

12.6 In case of termination of the agreement,

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

12.6.2. 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 WEEE 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.

12.6.3. 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 12.2.1, 12.2.2 or 12.3 or otherwise.

13. Miscellaneous

13.1 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.

13.2 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.

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

13.4 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. This agreement shall be subject to English law.

13.5 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.

13.6 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 12.2.3.

13.7 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.

13.8 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.

13.9 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.

13.10 **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 prepaid first-class post or other next working day delivery service, by commercial courier or by pre-paid air mail. A notice shall be deemed to have been received: if delivered personally, when left at the relevant address; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if by pre-paid air mail, at 9.00am on the fifth day after posting. The provisions of this clause 13.10 shall not apply to the service of any proceedings or other documents in any legal action.

Schedule 1 – Definitions

AATF means an approved authorised treatment facility.

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.

Associate Member means Direct Registrants – Wastecare Compliance make the registration direct on NPWD website on behalf of the small producer. This is a service offered by Wastecare Compliance.

Authorised signatory has the meaning set out in the Regulations.

B2B WEEE means WEEE arising from users that are other than private households.

B2C WEEE means WEEE arising from private households “Compliance Period” – compliance periods are calendar years.

Categories of EEE has the meaning set out in Schedule 1 of 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 of January and ending on 31st of December.

Defra means Department for Environment, Food and Rural Affairs, the Government department responsible for environmental protection, food production and standards, agriculture, fisheries and rural communities.

EEE means Electrical and Electronic Equipment as defined in the Regulations.

Environment Agency means The Environment Agency of England.

Environment Agency fee means the annual producer registration charge shown in regulation 59 (2) of the Regulations.

Evidence note means an evidence note issued by an AATF or an approved exporter, as defined in 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.

Household WEEE means WEEE arising from private households.

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

Non-household WEEE means WEEE arising from users that are other than private households.

NPWD - National Packaging Waste Database is a web-based database supported by the UK environmental regulators that allows the on-line registration for small producers.

Obligation fee means the obligation of a large producer to finance the costs of the collection, treatment, recovery and environmentally sound disposal of WEEE from private households, as calculated under regulation 11 of the Regulations.

Placed on UK market has the meaning set out in the Regulations.

Producer Compliance Scheme Balancing System (PBS) means the government or WSF Ltd approved mechanism that ensures that local authorities and retailers are guaranteed a collection service for WEEE in circumstances where they have been unable to secure a collection contract from one or more PCSs. It ensures that costs of collection and proper treatment of household WEEE are shared equitably amongst all PCSs according to the market share of their members. WSF Ltd (as Operator) and Anthesis (as Administrator) manage the PBS.

Producer means any person who:

- manufacture and sell EEE under your own brand in the UK
- resell equipment made by someone else under your own brand (if the maker's brand appears on the equipment they are the producer)
- import EEE on a commercial basis into the UK
- are established outside of the UK and supply EEE directly to the UK market by distance selling (for example online, mail order, by phone)

Quarter or **quarter period** means a period:

- commencing on 1st January and ending on 31st March

- commencing on 1st April and ending on 30th June
- commencing on 1st July and ending on 30th September or
- commencing on 1st October and ending on 31st December

Regulations means the Waste Electrical and Electronic Equipment Regulations 2013 including any subordinate legislation made under them or any amendments.

Relevant compliance period means a compliance period in respect of which a Member has any obligations under the Regulations.

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

Scheme operator means the operator of a WEEE compliance Scheme.

Small producer means a producer that places less than 5 tonnes of EEE on the UK market in the previous year to that in which they wish to register.

Small producer Member means a full Member of Wastecare Compliance, a producer placing less than 5 tonnes of EEE on the UK market in a compliance period.

Term means the term of this Agreement as set forth in clause 12.1.

Wastecare Compliance means, as the context shall require, means the WEEE compliance Scheme operated by Wastecare Compliance Plc, company registration number: 06043169, registered office: Argent House, Tyler Close, Normanton, United Kingdom, WF6 1RL.

WEEE means Waste Electrical and Electronic Equipment as defined by the Regulations.

WEEE compliance Scheme or **Scheme** means a WEEE compliance Scheme that has been approved under regulation 55 of the Regulations.

Writing means 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.