



APPLICATION FOR MEMBERSHIP OF COMPLYPAK

Company Name	
Registered Address	

Contact name	
Job title	
Contact Address	

Telephone		Fax	
Mobile		e-mail	

Company Registration No.		SIC Code	
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Group registration (y/n)*		Turnover (£m)	
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*If Yes, please attach list of group companies included in registration.

Main packaging activity (please tick)

Raw materials manufacturing	Conversion	Packing/filling	Selling	Import

Membership to commence on	
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AGREEMENT

Applicant

I agree to abide by the Terms & Conditions of Membership of the Complypak compliance as set out on this application form.

Signed _____ **Name** _____

Position _____ **Date** _____

Scheme Operator

Signed _____ **Name** _____

Position _____ **Date** _____

LIST OF SUBSIDIARY COMPANIES

Please complete for all subsidiary companies included in the group registration.

Number of subsidiary
companies

*(in addition to the main registered
company entered above)*

Subsidiary 1

Company Name

Registered address

Post Code

Company Registration No.

SIC Code

Subsidiary 2

Company Name

Registered address

Post Code

Company Registration No.

SIC Code

Subsidiary 3

Company Name

Registered address

Post Code

Company Registration No.

SIC Code

Subsidiary 4

Company Name

Registered address

Post Code

Company Registration No.

SIC Code

Subsidiary 5

Company Name

Registered address

Post Code

Company Registration No.

SIC Code

If there are more subsidiaries, continue on a separate sheet.

Terms & Conditions of Membership

Of the Scheme known as Complypak Operated by Complypak Limited.

Definitions

"Agency" Environment Agency or Scottish Environmental Protection Agency or successor body from time to time

"Application" Is the provision by the member of a completed packaging data form, application form, signed Agreement and payment of the annual fee.

"Complypak Limited" The operator whose address is Chinley House, 64 Goddington Lane, Orpington, Kent. BR6 9DY

"Conditions" These Terms & Conditions

"Fees" Any fee or other charge or levy payable under the Conditions

"Member" Member of the Scheme

"Operator of the scheme" Complypak Limited or its successors or assignees from time to time.

"PRN's" Packaging Waste Recovery Notes as set out in the Regulations and as defined in the Agency's Guidance on Accreditation of Reprocessors and Exporters as revised from time to time.

"Preceding Year" The calendar year immediately preceding the Scheme Year

"Producer Responsibility Obligations" The Producer Responsibility Obligations as set out in the Regulations

"Recovery and Recycling Obligations" The recovery and recycling obligations included in the Regulations

"Regulations" The Producer Responsibility Obligations (Packaging Waste) Regulations 1997 (as amended)

"Scheme" The Scheme under the name Complypak registered with the Agency under the Regulations

"Scheme Year" A calendar year beginning on 1st January

"Secretary of State" The Secretary of State for the Environment or the Secretary of State for Scotland or his successors from time to time

1 Obligations of the Operator of the Scheme

1.1 The Operator of the Scheme will use reasonable endeavours to perform the Producer Responsibility Obligations of the Member whilst it is a Member during the period of registration of the Scheme using such skill and expertise reasonably to be expected from an operator of a scheme registered under the Regulations.

1.2 The obligations contained in Clause 1.1 shall be conditional upon the Member complying with these Conditions

1.3 The obligations contained in Clause 1.1 shall cease upon the cancellation of the Scheme under the Regulations

2 Obligations of the Member

2.1 The Member will observe and perform the obligations imposed upon the Member under these Conditions

2.2 The Member will not whilst a member of the Scheme

2.2.1 be a member of any other scheme under the Regulations

2.2.2 seek to comply with its Producer Responsibility Obligations (including the Recovery and Recycling Obligations) otherwise than through the Scheme.

2.3 The Member shall provide such information to the Scheme as set out in these Conditions to enable the Scheme to comply with the Regulations.

2.4 The Member shall pay fees and other charges as set out in these Conditions

3 Provision of Information

3.1 The Member shall provide to the Operator in the format and within the time limit specified by the Operator all necessary information relating to the Member's obligations under the Regulations including, but not limited to

3.1.1 Information on the member company and any subsidiary companies registered with the Scheme

3.1.2 An annual packaging data submission

3.2 The Member shall promptly notify the Operator of the Scheme of any change in any information provided to the Operator of the Scheme under Clause 3

3.3 The Member warrants that all information provided to the Operator of the Scheme under this Clause 3 shall be accurate in all material respects.

3.4 The Member shall permit the Operator of the Scheme and the Agency to inspect any of the accounts and records as may be required in order to satisfy the requirements of the Regulations or the Conditions

3.5 The Operator of the Scheme shall be entitled to disclose information provided by Members to the Agency for the purpose of the operation of the Scheme.

4 Group Membership

4.1 An Application for Group Membership may be made by a company forming part of a group of companies each of which is either a holding company or a subsidiary of the company making the application, on behalf of itself and one or more of those other companies ("group companies" or the "group").

4.2 The company making the application will be the Member of the Scheme for all purposes connected with these Conditions and the Scheme generally to represent the group companies to the Operator and to enter into the agreement with the Operator on its and their behalf.

4.3 The Member shall confirm its authority to enter into the agreement for itself and on behalf of each other Group Company.

4.4 Details (including name, address, type of business and registered company number) of all the companies forming part of the Group Membership shall be provided to the Operator in a format specified by the Operator

4.5 The Member shall confirm the accuracy of the details of itself and each other Group Company

4.6 The Member shall inform the Operator immediately in writing if any group company ceases to be a member of that group and that company shall be deemed to have ceased to form part of the Group Membership from the date the notification is received by the Operator.

4.7 The Member shall inform the Operator immediately in writing if it proposes to add one or more companies to the Group Membership giving details of its name, address, business and the types and volumes of packaging handled and the Operator shall at its option accept the additional companies either immediately upon receipt of the notification or with effect from the next renewal date.

4.8 When any company leaves or joins the Group Membership the Member shall comply with the Operator's reasonable requirements to supply revised calculations of the Group's obligations under the Regulations in the format and within the time limit prescribed by the Operator.

4.9 The Member shall be jointly and severally liable under these Terms and Conditions with each other Group Company each of whom shall itself be severally liable under these Terms and Conditions.

5 Fees

5.1 The Member shall be liable for a Fee in respect of each Scheme Year or part thereof which shall comprise:

5.2 Membership Fee. Made up of a

- a. Flat rate annual fee payable upon joining the scheme, and then on an annual basis in respect of each calendar year.
- b. Variable per tonne charge payable quarterly in respect of each tonne of Total Recovery obligation the member submits to the scheme

5.3 Agency fees, including

5.3.1 the registration fee payable to the Agency as set out in the regulations

5.3.2 any other fees charged by the Agency in respect of the Members' late registration or resubmission of data

5.4 Quarterly PRN charge in respect of the cost of providing evidence of the Scheme's compliance with the Regulations on behalf of the member.

5.5 The Fees will be notified to Members upon joining the scheme, and prior to the commencement of each Scheme Year.

5.6 If any sum payable by the Member to the Operator remains unpaid more than 30 days after the date of application in the case of the membership Fee or Agency Fee or after the date of invoice in the case of any Material Levy, the Member shall pay interest on that sum at the rate of 1 per cent per annum above Lloyds TSB Bank plc's interest rate from time to time, such interest to be calculated on a daily basis from the date on which such sum became due.

5.7 No payments made by a Member on behalf of any group company that leaves the Scheme in the course of any Membership Year will be refunded.

6 Indemnity

6.1 The Member hereby agrees to indemnify the Operator of the Scheme from and against all demands, claims liabilities, losses, damages, costs and expenses whatsoever (including all legal and other costs and expenses) and from and against all actions and proceedings which may be commenced taken or made against the Operator of the Scheme arising in relation to or in connection with its non-compliance with these Conditions or the Regulations.

7 Termination of Membership

7.1 The Operator may terminate the Member's Membership by notice in writing

7.1.1 With immediate effect in the event of any material breach by the Member of any of its obligations under the Conditions

7.1.2 At the end of each Scheme Year by giving not less than 30 days' notice in writing to the Member

7.1.3 With immediate effect if the member (or in the case of Group Membership any company within that Group Membership) becomes insolvent or applies for, consents to or suffers the appointment of a liquidator, receiver or administrative receiver

7.2 The Member may terminate its Membership by giving not less than 30 days notice in writing to the Operator of the Scheme

7.3 The Member shall notify the Operator of the Scheme if the Member shall after termination of Membership become a member of another Scheme registered under the Regulations during the remainder of the Scheme Year in which termination of Membership took effect.

7.4 The termination of Membership for whatever cause shall not affect any provision of the Conditions which is expressed to survive or operate in the event of such termination and shall not prejudice or affect the right of either party against the other in respect of any breach of the Conditions or any monies payable by one party to the other in relation to any period prior to termination and in particular without limitation shall not affect the entitlement of the Scheme to any PRN's made available to it in accordance with the Conditions prior to termination.

8. Members' Evidence Policy

8.1 Any Member that acquires PRNs through the processing of its own waste as part of its normal business activities must deliver those PRNs to the Scheme. The Operator will give the Member credit in terms of volume and any value attached to those PRNs against the Member's aggregate obligations brought to the Scheme.

9. Changes to Terms and Conditions and Assignment

9.1 The Operator may at any time modify these Terms and Conditions without prior consultation of Members if this is necessary in the Operator's reasonable opinion to fulfill the requirements of the Regulations or to facilitate the operation of the Scheme and will notify Members of any changes at least 30 days before they are to take effect. Such amendments become binding on the Member on the expiry of the relevant notification period.

9.2 Neither the Operator nor the Member may assign its rights or obligations under these Terms and Conditions.

10 Force Majeure

10.1 Neither the Operator nor the Member shall be liable each to the other for any delay, hindrance in the performance of or failure to perform its obligations under these Conditions (other than the Member's obligation to make any payment) provided that the failure, delay or hindrance arises directly or indirectly from circumstances beyond its reasonable control and arising without fault or error on the part of either party and as such circumstances are usually recognised as events of force majeure, and provided also that the affected party immediately notifies the other of the reason for the default or delay and makes all reasonable efforts to overcome it.

10.2 Neither the Operator nor the Member shall have any liability to the other for any failure to perform its obligations where such performance is or becomes unlawful under or contrary to the requirements of any applicable legislation.

11 Governing Law and Jurisdiction

11.1 These Terms and Conditions shall be governed by and construed in accordance with English law and the Member and the Operator agree to submit to the non-exclusive jurisdiction of the English Courts in relation to any claim or matter arising in relation to these Conditions.

12 Notices

12.1 Any notice given or made under the Conditions shall be in writing and may be delivered to the relevant party or sent by first class prepaid letter to the address of that party specified in the Conditions or such other address in the United Kingdom as may be notified under the Conditions to the Operator of the Scheme shall be addressed to the Company Secretary.

12.2 Each such notice or communication shall be deemed to have been given or made and delivered if by letter 48 hours after posting or if by delivery when left at the relevant address

13 Governing Law

13.1 These conditions shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to a non-exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to the Conditions.