

# PackCare

## Terms & Conditions

These are the terms and conditions of the compliance scheme operated by PackCare Ltd. Any organisation that joins the PackCare Scheme as a member agrees to comply with these terms and conditions.

### 1. Members Information Provision

- a. On becoming a scheme member, each company shall provide PackCare with the data required on the application form.
- b. No later than 2 months following the end of each calendar year the scheme member shall provide PackCare with details of its packaging handled in that year in the UK using the data form provided.
- c. Should any material changes to the information provided to PackCare occur, the scheme member shall notify PackCare within 28 days of the changes occurring.
- d. All data provided to PackCare 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.
- e. Records of all information supplied to PackCare will be kept by the scheme member for a period of not less than 4 years, as required by the Regulations.

### 2. Members Payments

- a. The scheme member shall pay PackCare the appropriate annual Environment Agency fee and PackCare membership fee before registration with the Environment Agency can be made. For each year of membership of the scheme, this should be paid before March 15<sup>th</sup>.
- b. Charges for obtaining the required number of PRNs be invoiced to the member quarterly and payment shall be within 30 days of invoice.
- c. PackCare reserve the right to alter costs from time to time as deemed necessary. Members will be informed of these alterations at least 28 days before the change occurs.
- d. PackCare reserves the right to charge the scheme member for any additional costs of credit control, bank charges and interest charges (at 3% over Barclays Bank rate) relating to overdue members payments of any type.

For the fees and charges described above:

- PackCare will register members as Producers of packaging with the Environment Agency
- PackCare will obtain sufficient PRNs, in order to meet members obligations under the Regulations

### **3. Membership Period**

- a. The membership fee covers membership of PackCare for the compliance year stated on the application form.
- b. In the event that scheme members wish to withdraw from the scheme they shall give PackCare notice in writing no less than 60 days prior to the end of the compliance period.
- c. Membership of PackCare will be automatically renewed if notice has not been given by the scheme member.
- d. In the event that a scheme member falls 90 days (or more) in arrears with the payment of any fee, membership will be terminated and the Environment Agency informed. Reimbursement of any outstanding fees or charges owed to PackCare will be sought through appropriate methods.

### **4. Compliance**

Scheme members shall comply with all the obligations of the Regulations as they apply to qualifying producers who place packaging on the UK market. Scheme members shall also comply with Constitution and the Terms and Conditions published by PackCare; at the total discretion of PackCare, these may be updated from time to time with the current edition being posted on the website.

### **5. Definitions**

“Application Form” - The application form and any attachments signed by the Member and PackCare.

“Compliance Period” – a calendar year

“Environment Agency” - The Environment Agency of England and Wales

“Environment Agency Fee” – the annual producer charge shown in Regulation 16 (as amended).

“PackCare” - The packaging producer compliance Scheme operated by PackCare Ltd.

“PRN” – Packaging Recovery Note (evidence of compliance)

“PERN” – Packaging Export Recovery Note (in all practical respects equivalent to a PRN)

“Producer” – as defined in Regulation 4

“Regulations” - The Producer Responsibility (Packaging Waste) Obligations Regulations 2007, and any subsequent amendments.