

APPLICATION FOR MEMBERSHIP OF WEEECOMPLY



WEEECOMPLY

COMPANY DETAILS & MEMBERSHIP AGREEMENT

Company Name	
Trading Name (if different)	
Registered Address	

Contact name	
Job title	
Contact Address (if different)	

Invoicing Address (if different)	
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Telephone		Fax	
Mobile		e-mail	

Company Registration No.		Turnover (£m)	
SIC Code		VAT Number if registered	

EEE SUPPLIED (please tick)

Household	<input type="checkbox"/>	Non Household	<input type="checkbox"/>
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AGREEMENT

I agree to abide by the Terms & Conditions of Membership of WEEECOMPLY.

Signed _____ Name _____

Position _____ Date _____

Membership to commence on (if different from above): _____ Date _____

PRODUCER IDENTIFICATION MARK

Producers are required to mark their products with a Producer Identification Mark, so that the Producer can be easily identified as the producer of the equipment. This mark can be your trade mark(s) or company logo(s).

You are required to submit your Producer Identification Mark either by email or on a CD to WEEECOMPLY in one of the following file formats:

.png
.gif
.jpg

Image size can range from 120x120 pixels to 310x232 pixels.

Please tick one of the boxes below: Producer Identification Mark (trademark/logo etc) has been:

Emailed to Logo@weeecomply.co.uk	<input type="checkbox"/>
Enclosed with this form on a CD	<input type="checkbox"/>

REGISTRATION FEE OPTIONS - NEW FEES FOR 2010

2010 FEES	>£1m t/o	<£1m VAT Registered	<£1m Not VAT Registered
WEEECOMPLY Annual Membership	£500	£250	£250
EA Registration Fee	£445	£220	£30
TOTAL	£945 + VAT	£470 + VAT	£280 + VAT

Cheque enclosed*

Please send invoice*

**Please tick as appropriate*

REGISTRATION CHECK LIST

Before you return this form, please check you have included all of the required information and attachments.

COMPANY DETAILS AND MEMBERSHIP AGREEMENT

EMAILED OR ATTACHED PRODUCER IDENTIFICATION MARK

FEE ENCLOSED / INVOICE REQUESTED

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Return to:

WEEECOMPLY Ltd
63 Elphinstone Road
Hastings
East Sussex
TN34 2EG

Info@weeecomply.co.uk

Tel 01424 432320

Fax 01424 202983

WEEECOMPLY Terms & Conditions of Membership

Definitions

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

"WEEECOMPLY Limited" The operator whose address is Chinley House, Orchard Road, Pratts Bottom, Kent. BR6 7NS

"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" WEEECOMPLY Limited or its successors or assignees from time to time.

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

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

"Regulations" Waste Electrical and Electronic Equipment Regulations 2006

"Scheme" The Scheme under the name WEEECOMPLY

"WEEE" means waste electrical and electronic equipment as specified in the Regulations

1 Obligations of the Operator of the Scheme

1.1 The Operator will at the earliest reasonable opportunity apply to the Secretary of State for approval to operate a Producer Compliance Scheme under these regulations

1.2 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.

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

1.4 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 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

2.5 The Member agrees to abide by the Enforcement and Dispute Resolution Policy as published by the Operator of the Scheme and revised from time to time

3 Provision of Information

3.1 The Member shall provide to the operator, within the reasonable time limits specified by the operator, all information reasonably required to enable the Scheme to comply with the Regulations and to comply with the requirements of the Agency

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 3.1

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 to inspect any of the accounts and records as may be required in order to satisfy the requirements of the Regulations or these 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 Fees

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

4.2 Membership Fees as notified to the Member by the Operator upon joining the Scheme and annually prior to the commencement of each calendar year

4.3 Agency fees, including

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

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

4.4 A charge relating to the Member's proportion of the actual cost of collection, treatment, recovery, recycling and disposal of WEEE allocated to the Scheme under the regulations

4.5 The Fees will be notified to Members upon joining the scheme, and prior to the commencement of each year.

4.6 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 National Westminster 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.

4.7 No payments made by a Member that leaves the Scheme in the course of any Membership Year will be refunded.

4.8 The Operator reserves the right to charge Penalty Fees in respect of the additional administrative costs associated with non compliance with these Terms & Conditions, including but not limited to non submission of data, late submission of data, and late payment of invoices. The scale of Penalty Fees will be published together with the Scheme's Enforcement and Dispute Resolution Policy.

5 Indemnity

5.1 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.

6 Termination of Membership

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

6.1.2 At the end of each Compliance Period by giving not less than 30 days' notice in writing to the Member

6.2 The Member may terminate its membership of the Scheme

6.2.1 With immediate effect in the event of the Scheme being refused approval to operate by the Secretary of State

6.2.2 At the end of each Compliance Period by giving not less than 60 days notice in writing to the Operator of the Scheme

6.3 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

7. Members' Evidence Policy

7.1 Any Member that acquires acceptable evidence through the collection, treatment, recycling and recovery of WEEE must deliver the evidence to the Scheme. The Operator will give the Member credit against the Member's aggregate obligations brought to the Scheme.

8. Changes to Terms and Conditions and Assignment

8.1 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.

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

9 Force Majeure

9.1 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.

9.2 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.

10 Governing Law and Jurisdiction

10.1 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.

11 Notices

11.1 Any notice given or made under the Conditions shall be in writing and may be delivered to the relevant party or sent by second 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 person specified on the application form.

11.2 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.