

Terms & Conditions

Packaging Compliance Scheme Membership

The Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended)

1) Definitions

- "Agreement" - References to "Agreement" in these Membership Terms & Conditions shall mean the agreement between the Member organisation and TGBN Ltd constituted by completion of the application form signed by both parties.
- "Application form" - The application form and any attachments signed by the Member and TGBN Ltd.
- "Approved person" - As defined in the Companies Act 1985.
- "Compliance Scheme" - The PENNINE-PACK compliance scheme operated by TGBN Ltd
- "Environment Agency" - The Environment Agency in England and Wales, including any successor body to that organisation.
- "TGBN Ltd" - The operator of PENNINE-PACK, registered office Unit 15 Hebden Bridge Town Hall, St Georges Street, Hebden Bridge, HX7 7BY
- "Group Company" - Any company which forms part of a Group Membership as indicated on the application form.
- "Group Membership" - Membership of PENNINE-PACK by the Member and for and on behalf of another company or companies, each being a subsidiary of the Member as shown on the application form.
- "Group Turnover" - The aggregate turnover of all Group Companies originating in the United Kingdom covering the latest accounting period ending before the commencement of the Agreement
- "Holding Company" - As defined in the Companies Act 1985.
- "PENNINE-PACK" - The packaging compliance scheme operated by TGBN Ltd
- "Regulations" - The Producer Responsibility Obligations (Packaging Waste) Regulations 2007, and any subsequent amendments.
- "Subsidiary" - As defined in the Companies Act 1985.
- "Turnover" - The turnover of the Member originating in the United Kingdom covering the latest accounting period ending before the commencement of the Agreement.

2) Membership

- 2.1 The compliance scheme will be open to all companies and reprocessors and will cover all material types to which the Regulations apply.
- 2.2 Membership shall be open to individual Members or a Group Membership.
- 2.3 In the case of Group Membership;
- 2.3.1 By signing this Agreement the Member confirms that it has the authority to sign for and on behalf of each other Group Company.
- 2.3.2 The Member shall be liable for each subsidiary fulfilling its obligation under this Agreement.
- 2.3.3 The Member confirms the accuracy of information for each Group Company set out in the application form.
- 2.3.4 Should any Group Company entered on the application form cease to be a subsidiary of the Member, the membership of that company shall cease forthwith to be part of the Group Membership.
- 2.3.5 Should a Member wish to add an additional company to its Group Membership, it must apply in writing to TGBN Ltd and comply with the relevant terms of this Agreement.
- 2.4 Membership shall commence from the date of signature by TGBN Ltd of the application form. This shall continue until and unless terminated by any of the following means:
- 2.4.1 By TGBN Ltd notifying the Member in writing that termination shall be forthwith or on a specified date due to one of the following:
- (a) Any fees due under clause 5 are unpaid for more than 30 days after the due date of the invoice, whether or not any reminder has been sent,
 - (b) In the event that a member who has agreed to provide his own PRN's fails to do so by the agreed date, whether or not any reminder has been sent,
 - (c) Following any other breach by the Member of any of its obligations under this Agreement, if such a breach has not been remedied to the satisfaction of TGBN Ltd within 30 days of such a breach being notified to the Member in writing.
 - (d) In the event that the Member becomes incapacitated within the meaning of the Regulations
- 2.4.2 By TGBN Ltd giving 90 days notice in writing to the member.
- 2.4.3 By the Member giving 90 days notice in writing to TGBN Ltd

3) Membership Information

- 3.1 The Member shall provide TGBN Ltd with any information required under the Regulations in connection with its membership of PENNINE-PACK Packaging Compliance Scheme. This information shall be as accurate as reasonably possible.
- 3.2 The Member shall provide TGBN Ltd with information relating to the producer responsibility obligation, and how this information was collected.
- 3.3 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.
- 3.4 TGBN Ltd shall keep copies of all documentation from Members as required under the terms of the Regulations.
- 3.5 The Member agrees that TGBN Ltd shall be entitled to provide such information to the Environment Agency or any other such body to which TGBN Ltd would be obligated.

4) Confidentiality

- 4.1 TGBN Ltd will hold all documents and information received by TGBN Ltd in connection with the performance of the Agreement in strict confidence. Such documents and information will not be disclosed by TGBN Ltd, 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.

Terms & Conditions continued

5) Membership Fees

- 5.1 Membership fees will be in three forms, an annual subscription, the Environment Agency Fee and an annual materials levy. The fee structure will be in accordance with the PENNINE-PACK Fee Structure as published from time to time. TGBN Ltd shall give Members 90 days notice in writing of any change in its fee structure.
- 5.2 The Member will pay all monies due under this Agreement in full, without deduction.
- 5.3 Fees will be invoiced quarterly. Members having an estimated PRN obligation of less than £1,000 worth of PRN's, will only be invoiced twice per year.
- 5.4 Membership and Environment Agency fees must be paid prior to 14th March in any year to allow registration with the Environment Agency.
- 5.5 Should the membership of any member be terminated there will be no refund of fees paid.
- 5.6 A Member shall provide all the information requested on the application form including turnover and SIC code and in the case of a Group Membership, a Member shall state on the application form the Group Turnover of the Member and its subsidiaries.

6) Obligations

- 6.1 The Member agrees that it will:
 - 6.1.1 carry out its obligations under the Agreement in compliance with the requirements of the Regulations
 - 6.1.2 allow TGBN Ltd access to premises and provide relevant information required to undertake a compliance audit from time to time. At least 14 days notice shall be provided to the Member of any such audit.
- 6.2 TGBN Ltd shall:
 - 6.2.1 carry out its obligations under the Agreement in compliance with the Regulations
 - 6.2.2 have the right to publish the names of the membership of PENNINE-PACK in its annual report or other literature.
 - 6.2.3 not have the right to use any trademark, logo or name owned by the Member without permission being given in writing.
 - 6.2.4 at its own discretion produce an annual report and business plan for its Members on the activities of PENNINE-PACK.

7) Indemnity

- 7.1 TGBN Ltd shall not be liable to the Member 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 TGBN Ltd, its employees or agents or otherwise) which arise directly or indirectly out of or in connection with the performance of the Agreement.
- 7.2 The Member shall indemnify TGBN Ltd from and against any costs, claims, losses, damages or demands which TGBN Ltd may sustain or incur whether directly or indirectly arising by reason of the performance of the Agreement save to the extent that such losses, damages, costs, claims or demands shall be sustained or incurred by reason of the negligence or breach of contract of TGBN Ltd.

8) Force Majeure

- 8.1 None of the parties shall be deemed in default of their duties under the Agreement or shall be liable to the other to the extent that it is unable to perform all or any of its duties under the Agreement by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lock-out, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God or any ordinance or law of any executive or judicial orders (whether imposed by a national, international or other public authority or by any national or international court of competent jurisdiction).

1st January 2019