



Performance Points

The performance points programme has been introduced as a reward to members that behave in a manner that saves Comply Direct costs through reduced manpower and to reward members for loyalty to Comply Direct. These terms and conditions may be amended from time to time:

1. Comply Direct Packaging Compliance Members who pay their quarterly PRN levy invoice on or before payment due data (based on payment terms of 30 days from date of invoice). 250 Performance Points Rewarded – per quarterly invoice
2. Comply Direct WEEE Compliance Members who pay their quarterly Household (B2C) WEEE Recycling invoice on or before payment due data (based on payment terms of 30 days from date of invoice). 250 Performance Points Rewarded – per quarterly invoice
3. Comply Direct Packaging Compliance Members who pay their quarterly PRN levy invoice by payment method BACS or CHAPS (or any other electronic transfer) on or before payment due data (based on payment terms of 30 days from date of invoice). 100 Performance Points Rewarded – per invoice payment
4. Comply Direct WEEE Compliance Members who pay their quarterly Household (B2C) WEEE Recycling invoice by BACS or CHAPS (or any other electronic transfer) on or before payment due data (based on payment terms of 30 days from date of invoice). 100 Performance Points Rewarded – per invoice payment
5. Comply Direct Packaging Compliance Members who submit their annual packaging data form online to Comply Direct by the set deadline of the last working day in the month of February and there being no further requirement for such data to be resubmitted after such deadline during each respective compliance period due to identified data inaccuracies. 1,000 Performance Points Rewarded – per annual submission

6. Comply Direct WEEE Compliance Members who submit their quarterly EEE sales data online to Comply Direct by the set quarterly deadlines and there being no further requirement for such data to be resubmitted after each deadline has passed due to subsequent identified data inaccuracies. 250 Performance Points Rewarded – per quarterly submission
7. Comply Direct compliance member identifying to Comply Direct an obligated producer who signs up to Comply Direct full compliance membership. The formal online recommendation form needs to be completed and adhered to in order for performance points to be awarded. 3,000 Performance Points Rewarded – per producer member registering with Comply Direct for full compliance (WEEE, Batteries or Packaging)
8. Comply Direct full compliance members who have been with Comply Direct for more than one year of compliance membership. 1,000 Performance Points Rewarded – 2nd membership year 2,000 Performance Points Rewarded – 3rd membership year 5,000 Performance Points Rewarded – 4th or more membership year
9. Comply Direct will allocate what it considers to be appropriate performance points to members for any activity that the Comply Direct management team feel is justified and proportionate.
10. Performance points vary against performance.
11. The current redemption value of points is one point equals one pence. Comply Direct reserves the right to vary the rate at any time but will aim to give members 60 days notice of changes.
12. Loyalty points are automatically assigned to member accounts online within the secure password protected membership area of the Comply Direct website by Comply Direct Ltd.
13. New members to Comply Direct are only eligible for performance points from the date Comply Direct receive payment for the appropriate membership fees.
14. All members must have fully completed a Comply Direct Membership Form and paid their appropriate fees.
15. Comply Direct may from time to time change, modify or discontinue the Performance Points system for its Members.
16. Additional performance points, membership privileges or special promotions may be awarded or offered from time to time as determined by Comply Direct.
17. Members are able to review their performance points earned to date in any given compliance period within their secure password protected membership area of the Comply Direct website. Comply Direct encourage all members to immediately communicate to their nominated Comply Direct managers any discrepancies in performance points earned to date.
18. The Comply Direct performance points are not transferable, and can only be used by the member who has been awarded the performance points by Comply Direct.
19. Any performance points earned do not have a cash value, they are a mechanism for calculating loyalty and performance based discounts on future membership fees. They do not constitute a form of payment.
20. Comply Direct and its respective advertising and promotional agencies are hereby released by a member from all liability, claims or damages arising from this performance points programme.
21. Certain services may be excluded from the performance points program at the discretion of Comply Direct Ltd.
22. Performance points are taken into account at the point of Comply Direct invoicing its members for the following compliance period.
23. Performance points cannot be carried over from one compliance period to another and will always be applied to the forthcoming membership fees.
24. The maximum discount a member can deduct from their annual membership fees is 40%; this is inclusive of any dual membership discounts (B2B and B2C or WEEE/Packaging) and performance points earned over the year.

25. In no event shall Comply Direct be liable for any direct, indirect, special, consequential, or other damages arising out of the use of the performance points program. This includes, without limitation, lost profits, business interruption, damage to equipment, computer programs, or information system, or the loss of any information or data.
26. The interpretation of these terms and conditions by Comply Direct shall be final and binding on Members.

Notices

27. In the event of discontinuing the performance points program, Comply Direct will attempt to provide at least sixty (60) days notice to Members

Governing Law

28. Governing Law- The conditions shall be governed by and construed in all respects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to the Conditions. Any of the provisions set out above are void where prohibited by law.

Effective Date

29. These terms and conditions are effective as of 23.09.2009. Comply Direct is rewarding members with performance points for some back dated 2009 related performance and the level of such allocated points remains the discretion of Comply Direct with the final decision being with Comply Direct.