

## PRODUCER WEEE SCHEME MEMBERSHIP (TERMS & CONDITIONS)

### 1. DEFINITIONS

Of the Scheme known as Comply Direct operated by Comply Direct Ltd.

In these Conditions the following words and expressions, unless the context otherwise dictates, shall have the following meanings:-

“Appropriate person” – Under the WEEE Regulations (18 (2)), an ‘appropriate person’ is defined as;

For companies registered in the UK, a formally appointed director or the company secretary

For partnerships, a partner

For sole traders, the individual

For a business which is not registered in the UK, the person who has control or management of the business

“B2B” – means EEE that was or intended for use by users other than private households. Has the same meaning as in the Regulations.

“B2C” – means WEEE which comes from private households and from commercial, industrial, institutional and other sources which, because of its nature and quantity, is similar to that from private households. Has the same meaning as in the Regulations.

“AATF” – means an approved authorised treatment facility;

“ATF” – means an authorised treatment facility;

“Authorised Treatment Facility” – means any facility operated by an establishment or undertaking carrying out treatment and which is licensed or otherwise permitted under or by virtue of any legislation made in the United Kingdom, or in any part of the United Kingdom, which implements Article 8 of the Directive;

“Agency” – means the relevant environment Agency in England, Wales, Scotland and Northern Ireland;

“Agreement” – references to “Agreement” in these Membership Terms & Conditions shall mean the agreement between the Member organisation and Comply Direct Ltd’s constituted by completion of the application form signed by both parties;

“Application” – is the provision by the member of a completed WEEE data form, application form and agreement and payment of the annual fee;

“Code of Practice” – means the code of practice issued by the Secretary of State under regulation

“Compliance Charges” – means the apportioned contribution of the Member to the costs incurred by the Operator of satisfying the Obligations of the Scheme;

“Compliance Period” – means (a) the first compliance period; or (b) any year following the first compliance period;

“Comply Direct” – the Operator whose address is based at Bracewell House, The Water Park, Broughton Hall, Skipton, North Yorkshire BD23 3AG;

“Conditions” – means these terms and conditions of membership;

“Designated Collection Facility” – means any establishment or undertaking carrying out collection operations and which is approved by the Secretary of State under regulation 70;

“Display equipment” means –

(a) personal computer screens that fall within category 3 of Schedule 1 of the Regulations, and

(b) television sets that fall within category 4 of Schedule 1 of the Regulations; “EEE” – means electrical and electronic equipment;

“EEE Producer Registration Number” – means the registration number issued to a producer by the appropriate authority under regulation 26;

“Electrical and Electronic Equipment” – means equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the generation, transfer and measurement of such currents and fields falling under the categories set out in Schedule 1 to the Regulations and designed for use with a voltage rating not exceeding 1,000 volts for alternating current and 1,500 volts for direct current;

“Fees” – any fee or other charge or levy payable under the Conditions;

“First Compliance Period” – means the period commencing on 1 July 2007 and ending with 31 December 2007; “In writing” – In ‘writing’ means that an ‘appropriate person’ puts pen to paper with a hard copy signature.

“Large producer” – an EEE producer placing over 5 tonnes of EEE on the market per year;

“Member” – means a Member of the Scheme;

“Membership Period” – means the period of time in which a Member is a Member of the Scheme and runs from January 1 till December 31 of each year except for the First Compliance Period;

“Obligations” – means the proposed recovery and recycling obligations as specified in the Regulations;

“Obligation Year” – means the calendar year from January 1 till December 31 during which the Members have an obligation to comply with the Regulations;

“Operator” – means Comply Direct or assignees from time to time;

“Preceding Year” – the calendar year immediately preceding the Scheme Year;

“Producer” – means any person who, irrespective of the selling technique used, including by means of distance communication in accordance with Directive 97/7/EC(d) as amended by Directive 2002/65/EC(e) on the protection of consumers in respect of distance contracts – (a) manufactures and sells electrical and electronic equipment under his own brand; (b) resells under his own brand equipment produced by other suppliers, a reseller not being regarded as the “producer” if the brand of the producer appears on the equipment, as provided for in sub-paragraph (a); or (c) imports or exports electrical and electronic equipment on a professional basis into a member State;

“Recovery” – means any of the applicable operations provided for in Annex IIB to Directive 2008/89/EC, and “Recover”, “recovered” and “recovery operation” shall be construed accordingly;

“Recycling” – means the reprocessing in a production process of the waste materials for the original purpose or for other purposes, but excluding energy recovery which means the use of combustible waste as a means of generating energy through direct incineration with or without other waste but with recovery of the heat, and “recycled” and “recycling operation” shall be construed accordingly;

“Reuse” – means any operation by which WEEE or components thereof are used for the same purpose for which they were conceived, including the continued use of the equipment or components thereof which are returned to collection points, distributors, recyclers or manufacturers, and “reused” shall be construed accordingly;

“Registration Fee” – means the fee payable by the Member on or before the commencement of the Membership Period;

“Regulations” – The Waste Electrical and Electronic Equipment Regulations 2013 or any other UK regulations whose purpose is the implementation of the Directive 2012/19/EC of the European Parliament and the Council on waste electrical and electronic equipment;

“Scheme” – means the Comply Direct WEEE Compliance Scheme as registered with the agency; “Small producer”- an EEE producer placing less than 5 tonnes of EEE on the market per year; “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 (last audited accounts) before the commencement of the Agreement

“Waste Electrical and Electronic Equipment” – means electrical or electronic equipment which is waste within the meaning of Article 3 of Directive 2008/98/EC, including all components, subassemblies and consumables which are part of the product at the time of discarding;

“WEEE” – means Waste Electrical and Electronic Equipment;

“WEEE from private households” – means WEEE which comes from private households and from commercial, industrial, institutional and other sources which, because of its nature and quantity, is similar to that from private households. Has the same meaning as in the Regulations.

“WEEE from non households” – means EEE that was or intended for use by users other than private households. Has the same meaning as in the Regulations.

## 2. INTRODUCTION

- 2.1 These terms set out how Comply Direct will operate a WEEE Compliance Scheme (“Scheme”) subject to initial and ongoing government approval;
- 2.2 This Agreement shall be deemed to have commenced upon receipt by the Operator of the signed Membership verification pdf document by either the Member or the Member’s authorised representative and following the Operator Membership Fee and relevant Agency Fee having been received and cleared;
- 2.3 This Agreement shall remain binding upon both parties until the Member ceases to be a Member of the Scheme;
- 2.4 This Agreement is intended to ensure that the Member complies fully with the Regulations and that the Operator is able to operate the Scheme as required by the Regulations and any statutory guidance pertaining to the Regulations.

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### 3. OBLIGATIONS OF THE OPERATOR OF THE SCHEME

- 3.1 Subject in the case of each Member, to that Member complying with the such Terms and Conditions of Membership, and whilst the Scheme remains registered with the Agency for the purposes of the Regulations, 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;
- 3.2 The Operator agrees upon reasonable request from a Member to supply within a reasonable time to the Member a summary of the costs comprising the Compliance Charges;
- 3.3 For the avoidance of doubt the Member hereby agrees that the sum resulting from the calculation of Compliance Charges shall be final and binding upon the Member;
- 3.4 The Operator of the scheme shall allow for Members to sign up to the scheme for either or both household and non household obligations but with it being possible for a Member with only either household or non household WEEE to sign up to a maximum of one approved Scheme;
- 3.5 That the Operator of the scheme shall provide records and reports to the appropriate authority, typically Agency, in compliance with the regulations;
- 3.6 The Operator of the scheme shall only cancel a Member's membership with effect from the end of the Current Compliance Period;
- 3.7 The obligations on the Operator of the scheme contained in Clause 3.1 and 3.2 of these Terms and Conditions shall be conditional upon the Member complying with the full set of Conditions;
- 3.8 The obligations on the Operator of the scheme contained in Clause 3.1 and 3.2 of these Terms and Conditions shall cease upon the cancellation of the Scheme under the Regulations;
- 3.9 The Operator of the scheme reserves the right to refuse membership to an obligated company into the scheme at its own discretion.

### 4. OBLIGATIONS OF THE MEMBER

- 4.1 To become a Member of the WEEE compliance scheme operated by Comply Direct the Producer obligated company must complete the Operator membership and data form and also confirm that it has read and will abide by these terms and these terms and conditions from time to time but will communicate any changes back to its members.  
When submitting an Application Form to the Operator the Member is committing to membership for at least one full compliance period;
- 4.2 When a Member joins part way through a compliance scheme they are committing to membership for the remainder of the relevant compliance period;
  - 4.2.1 If the member is registered as a small producer member and exceeds the 5 tonne threshold they will advise Comply Direct of their requirement to register as a large producer in line with the WEEE regulations;
  - 4.2.2 If the member is registered as a small producer they will advise Comply Direct of any changes to the categories of EEE they place on the market within 28 days of the EEE being placed on the market.
- 4.3 The Member must provide the Operator with the information needed to register that Member with the appropriate agency including a fully completed and signed Membership Form declaring that the data submitted is as accurate as reasonably possible;
- 4.4 The Member will observe and perform the obligations imposed upon the Member under these Conditions;
- 4.5 The Member will not whilst a member of the Scheme be a member of any other scheme under the Regulations accept under condition 3.4 of these Terms and Conditions which allows for a Member to join a maximum of one Scheme for their household and non household obligation respectively;
- 4.6 The Member will inform the Scheme Operator within 28 days of any material change in the information originally supplied;
- 4.7 The Member will not seek to comply with its Producer Obligations otherwise than through the Scheme except under condition 3.4 of these Terms and Conditions of Membership or also if the Producer is a Small Producer by definition;
  - 4.7.1 If the Producer is defined as a Small Producer then it is still able to be a member of the Comply Direct WEEE Compliance Scheme although this is no longer a legal requirement under the regulations as Small Producers can register directly with the appropriate Environment Agency;

- 4.7.2 If a Small Producer chooses to be registered by the Scheme Operator as a member of the Comply Direct compliance scheme for a given compliance year then household recycling obligation fees do apply but except under condition 4.7.3, such recycling fees are covered by the annual Comply Direct fixed membership fee;
- 4.7.3 If a Small Producer who is a Member of Scheme Operator in a given compliance year, during the compliance year, begins for the first time to place EEE on the UK market in WEEE categories 11 (Display Equipment), 12 (Cooling Equipment), 13 (Gas Discharge Lamps and LEDs) or 14 (PV Panels), they will have to pay the appropriate household WEEE recycling costs in relation to their market share of UK WEEE coming back for recycling for these stated categories and must notify the Scheme Operator of this occurrence within 28 days of the such EEE tonnages being placed on the market;
- 4.7.4 If a Producer is registered with the Scheme as a Small Producer Member for a given compliance year and during the compliance year the levels of EEE being placed on the UK market by the Small Producer exceed 5 tonnes then that Small Producer must notify the Scheme Operator that they are no longer a Small Producer and at that point must become a full Scheme member within 28 days of the date on which they placed 5 tonnes of EEE or more onto the UK market in a particular compliance period. At this point the Producer is required to pay the higher relevant associated Scheme Operator membership fees, relevant Agency registration fees and any applicable household obligation recycling fees that may apply;
- 4.8 The Member shall within reasonable time limits provide such information to the Scheme as set out in these Conditions to enable the Scheme to comply with the Regulations as such required by the Agency;
- 4.9 The Member shall pay fees and other charges as set out in these Conditions;
- 4.10 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;
- 4.11 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;
- 4.12 The Member will submit quarterly EEE data online to the Operator each compliance year by the 15th of each month;
- 4.13 Following submission of the Operator membership form each Producer company will be required to ultimately have a company director sign off all online submitted data by the Producer in the format requested by the Operator from time to time;
- 4.14 All Members of the scheme shall keep records of all documents relating to compliance under the Regulations for a period of at least 4 years;
- 4.15 The B2B Member acknowledges and agrees that the Member itself shall be responsible for the collection, treatment, recovery and recycling of WEEE from business end users and for financing the costs of such activity and shall have its own arrangements in place for dealing with such WEEE. Such arrangements shall be carried out in such a way that is consistent with the obligations placed on the Operator of the scheme by the appropriate authorities. A B2B Member is able to request that the Operator of the Scheme undertakes part or all of such arrangements on the behalf of the Member;
- 4.16 B2B Members who choose to use their own arrangements for the collection, treatment and recycling of WEEE at end of life from business end users will enable the Operator to undertake an audit of their arrangements and will pay the required fee for this mandatory audit. If any improvements are required in the arrangements in place by the B2B member then these shall be taken on board otherwise the Operator reserves the right to terminate the membership to the scheme of such a B2B obligated producer;
- 4.17 B2B Members who choose to have the scheme Operator collect from their business end users do not require a mandatory audit;
- 4.18 The Member hereby agrees to indemnify and keep indemnified the Operator of the Scheme from and against all demands, claims, liabilities, losses, damages, (for loss of profit or otherwise) costs and expenses (including all legal and other costs and expenses) whatsoever in connection with any failure by the Member to comply with the Conditions, the Regulations, and in connection with the provision by the Member to the Operator of any false, inaccurate, misleading, late or incomplete information or information failing to the standard of accuracy required by the Agency.
- 4.19 The member must in writing provide a copy of their registration information annually signed by an "Appropriate Person".
- 4.20 The member must in writing provide a copy of their EEE data annually signed by an "Appropriate Person".

## 5. INTERPRETATION

- 5.1 Any reference to an enactment is a reference to it as already amended and includes a reference to any repealed enactment which it may re-enact with or without amendment and to any future re-enactment and/or amendment of it whether taking effect before or after the date of this Agreement;
- 5.2 Words and expressions used herein importing the singular number shall include the plural number and vice versa; and importing one gender shall include any other;
- 5.3 Any reference to a clause or condition shall be a reference to a clause of these Terms and Conditions of membership.

## 6. MEMBERSHIP

- 6.1 Upon application for membership of the Scheme, the Member warrants and represents to the Operator that it will observe and perform the obligations imposed on the Member under these Conditions;
- 6.2 Upon application for membership of the Scheme, the Member warrants and represents to the Operator that all information submitted on the Registration Form is true, complete and as accurate as reasonably possible;
- 6.3 The Member agrees that it will notify the Operator of any change in any information previously provided to the Operator within 28 days of such change occurring;
- 6.4 For the avoidance of doubt a Member can be Member of the scheme by either being a B2B, B2C or both B2B and B2C Member but will only receive a single Operator unique membership reference number;
- 6.5 The Operator of the scheme reserves the right to refuse to register the Member with the appropriate agency or to refuse to notify the appropriate Agency that a Producer has become a Member of the scheme if the Member does not provide all the information required under these terms and conditions and all information required in the Membership application form or does not provide information that is deemed to have been to the required standard of accuracy. This clause also applies if the Member fails to provide payment for all outstanding fees;
- 6.6 The Member hereby authorises the Operator to publish or disclose all information provided by the Member for such purposes as the Operator thinks fit in connection with the Scheme and the Member hereby acknowledges and agrees that any advice provided to it by the Operator pursuant to the Scheme is for the Member's use only and the Operator will not be responsible to any other person except the Member in respect thereof.

## 7. MEMBERSHIP RENEWAL

- 7.1 Agreement will automatically renew on expiry of the Membership Period to a new Membership Period to which these Conditions shall apply. Fees are subject to annual payment and annual amendment.

## 8. FEES

- 8.1 Environment Agency fees are payable upon application if applicable;
- 8.2 WEEE Collection, transportation, Recovery and Recycling fees are payable no later than 30 days from end of month of invoice;
- 8.3 The Operator of the Scheme is entitled to require each Member to pay in full and in advance such proportion of the Levy as the Operator of the scheme may require from time to time to recover costs incurred and to ensure the financial stability of the scheme;
- 8.4 Unless otherwise specifically agreed, The Member shall be liable for a Membership Fee in respect of each scheme year or part thereof which is a flat rate annual Fee payable upon joining the scheme, and then on an annual basis in respect of each calendar year;
- 8.5 Fees to be paid also include the latest Agency Fee payable to the Agency required per Member for registration upon commencement of each Compliance Period as set out in the regulations and any other Fees charged by the Agency in respect of the members' late registration or resubmission of data;
- 8.6 Member will, unless via the generation of Own Evidences offsets such fees, will be charged a Material Levy Fee on a quarterly basis to be paid at the beginning of each quarterly period for the cost for meeting the Member's proportion of the actual cost of collection, treatment, recovery, recycling and disposal of WEEE allocated to the scheme as stated under the Regulations including such costs incurred for non household obligations as stated under the Regulations. Such material Levy Fees will include all costs incurred by the Operator of the scheme in fulfilling the Member producer responsibility obligation as per the Regulations;

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- 8.7 Typical Fees will be notified to Members upon joining the scheme, and prior to the commencement of each year;
- 8.8 If any sum payable by the Member to the Operator remains unpaid after the due date for payment of the invoice in the case of any Material Levy, the Member shall pay interest on that sum at the rate of 2 per cent per annum above Barclays Bank'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;
- 8.9 If any Fees remain unpaid for a period of 15 days the due date of invoice operator of the Scheme retains the right to terminate the membership of the Member as detailed with condition 12 of these Terms and Conditions of Membership;
- 8.10 No payments made by a Member that leaves the Scheme in the course of any Membership Year will be refunded;
- 8.11 All sums payable under this Agreement are subject to value added tax and any sales or similar taxes, which will be added to such sum to the extent applicable from time to time;
- 8.12 B2C members registered as small producers may be subject to recycling fees.

## 9. B2C MEMBERS EVIDENCE POLICY

- 9.1 This Member's Evidence Policy is applicable to all B2C (household) Members of the scheme who have the intention and ability to supply to the Operator of the scheme evidence of Reuse and/or evidence of treatment and recycling generated from handling Household WEEE through the course of their normal business activities;
- 9.2 Within 30 days of initial scheme Membership, such B2C Members are required to supply estimated tonnes of whole appliances by category and for each quarterly period to be reused through their normal business activities and the estimated tonnes of WEEE by category and for each quarterly period generated through the course of their normal business activity to be sent directly by the Member or specifically on behalf of the Member for treatment and recycling at an AATF or accredited Exporter;
- 9.3 For years following initial membership of the scheme and for each ongoing compliance period estimated tonnages are to be submitted to the Operator of the scheme on or before the 30th November applicable for the following year compliance period;
- 9.4 The Member shall give priority to the maximum reuse of whole appliances comprising WEEE from private households that they have gained access to through the course of their normal business activities;
- 9.5 All household WEEE generated by The Member as per Regulation 43 is to be allocated to the Operator via Household WEEE Evidence Notes within the WEEE Settlement Centre (SC). Approved and Authorised Treatment Facilities (AATFs) must ensure that such related Evidence Notes are uploaded into the WEEE SC by no later than the 25th of each month following the end a quarterly period as per calendar year.
- 9.6 The Member shall convert all WEEE generated through the course of its normal business activities that is not suitable for reuse into Evidence Notes generated from approved Exporters or AATFs;
- 9.7 The Member shall immediately notify the Operator of the scheme of any significant deviations from its quarterly tonnage estimates of reuse and treatment;
- 9.8 The Member shall provide all documentary evidence notes generated in each compliance period to the Operator of the scheme on a quarterly basis via the post with a covering letter;
- 9.9 The Member shall at all times keep the operator of the scheme fully up to date in writing of any possible delay to the provision of such evidence or any possible concern that the Member has of not being able to supply the necessary evidence in line with its original or amended estimations;
- 9.10 In such an instance of the non supply of reuse or treatment evidence by the Member then the Operator of the scheme will invoice the Member for Evidence notes to replace such shortfall and to also cover any additional costs, charges and expenses incurred in securing such additional evidence;
- 9.11 The operator of the scheme may terminate a B2C Member Evidence Policy in writing with immediate effect due to the non supply of valid evidence notes;
- 9.12 Subject to ongoing provision within the WEEE Regulations any Member that acquires acceptable evidence through the collection, treatment, recovery, recycling and disposal of WEEE is able to deliver the evidence to the Scheme and subject to the Operator being satisfied with the evidence will give the Member a credit against the Member's aggregate obligations brought to the Scheme;

- 9.13 The Member shall ensure that all evidence is supplied to the Operator of the scheme is properly and correctly completed in a form acceptable to the appropriate authority and to the satisfaction of the Operator of the Scheme;
- 9.14 The obligation for ensuring such evidence is not fraudulent and meets the Producer's full obligations under the Regulations will remain with the Member on such occasions and failure to supply such evidence as part of a separate supply agreement with the Operator will result in the Member being liable and not the Scheme Operator;
- 9.15 Any dispute regarding the supply of reuse evidence or the supply of Evidence notes between the Operator of the scheme and the Member concerned shall be determined by the Operator of the scheme acting responsibly;
- 9.16 The Member shall fully indemnify and keep fully indemnified the Operator of the scheme against all actions, costs, claims, demands, expenses (including legal fees), liabilities, losses and proceedings suffered by the Operator of the scheme from a breach by the Member under these terms and conditions of member Evidence Policy.

## 10. CONFIDENTIALITY

- 10.1 The Operator will hold all documents and information such as any business, technical, sales data, product, pricing or other information received in connection with the performance of the Agreement in strict confidence;
- 10.2 Such documents and information will not be disclosed by the Operator to any third party except under the data requirements of the Regulations, without the permission of the Member unless a duty to disclose is imposed under statute or by court order.

## 11. INDEMNITY

- 11.1 The Member hereby agrees to indemnify and keep indemnified the Operator of the Scheme from and against all demands, claims, liabilities, losses, damages, (for loss of profit or otherwise) costs and expenses (including all legal and other costs and expenses) whatsoever in connection with any failure by the Member to comply with the Conditions, the Regulations, and in connection with the provision by the Member to the Operator of any false, inaccurate, misleading, late or incomplete information or information failing to the standard of accuracy required by the Agency;
- 11.2 The provisions of clause 11.1 apply notwithstanding termination of the Agreement however caused.

## 12. TERMINATION

- 12.1 The Operator may terminate the Member's Membership by notice in writing in the event of any material breach by the Member of any of its obligations under the Conditions with effect from the end of the compliance period;
- 12.2 The Operator may terminate the Member's Membership by notice in writing by giving notice of not less than 30 days prior to 15th November in each compliance period;
- 12.3 The Operator may terminate the Member's Membership by notice in writing with immediate effect in the event of 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;
- 12.4 The Member may terminate its Membership of the scheme by giving no less than 120 days notice in writing to the Operator of the Scheme prior to 15th November in any compliance period;
- 12.5 If the approval of the scheme is withdrawn by the relevant authority during a Compliance Period then any evidence related to a specific Member will be allocated back to a particular Member by category of EEE as stated under the Regulations;
- 12.6 If a member breaches any of these terms and conditions and in the case of a breach capable of remedy, the membership of the Producer will, if the operator so wishes, be deemed to have been terminated as per condition 12.1 of these terms and conditions if the Member does not rectify the breach within 10 days of being notified by the Operator of the scheme;
- 12.7 Upon termination of Membership of the scheme, the Member forfeits the right to any claim a refund for any fees paid previously including membership and agency registration fees;

- 12.8 The Operator of the scheme shall not be liable for any loss (including indirect or consequential), damage, delay, loss of market, costs or expenses of whatsoever nature sustained by the member by virtue of the termination of membership from the scheme.

## 13. FORCE MAJEURE

- 13.1 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.

## 14. GENERAL DECLARATIONS

- 14.1 Please note that nothing in these Terms and Conditions of Membership excludes or restricts liability for fraudulent misrepresentation or death or personal injury resulting from negligence;
- 14.2 These Terms and Conditions of Membership together with the Comply Direct Membership Application Form constitute the entire agreement between Comply Direct and the Member relating to the Scheme and Services;
- 14.3 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract;
- 14.4 Neither party will be in breach of the Contract or otherwise liable to the other for any delay or non-performance of any of the obligations in the Contract where this is due to any cause beyond the reasonable control of the party concerned;
- 14.5 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 aim to notify Members of any changes at least 90 days before they are to take effect. Such amendments become binding on the Member on the expiry of the relevant notification period;
- 14.6 Neither the Operator nor the Member may assign its rights or obligations under these Terms and Conditions.

## 15. WEBSITE POLICY

- 15.1 The Services of the Operator will be provided through the Comply Direct website located at [www.complydirect.co.uk](http://www.complydirect.co.uk);
- 15.2 Please refer to the Comply Direct website privacy policy (available online) for details on the use of any personal data collected on the website.

## 16. NOTICES

- 16.1 Any notice given or made under these Conditions shall be in writing and may be delivered to the relevant party or sent by post to the address of that party as shall have last been notified in writing by that party to the other party;
- 16.2 Each notice or communication shall be deemed to have been given or made and delivered if by a letter 48 hours after posting or if by delivery when left at the relevant address.

## 17. ARBITRATION PROCEDURE

- 17.1 In the event of a dispute between Member(s) and the Operator of the scheme that has failed to have been settled through other means of reaching agreement then either party may refer the dispute to the arbitration of a person to be agreed upon by the parties concerned;



17.2 Any such reference to arbitration shall be deemed to be a submission to arbitration within the meaning of applicable legislation governing arbitration. The award of the arbitrator shall be binding on all parties.

## 18. GOVERNING LAW

18.1 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.

## 19. ANTI-CORRUPTION

19.1 Comply Direct is and will remain in compliance with the laws of United Kingdom applicable to the services it will perform under this Agreement.

19.2 Comply Direct will not, and nor will any of its officers, employees, shareholders, representatives or agents, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of these terms and conditions which

- (i) would violate any anti-corruption laws or regulations applicable to Comply Direct
- (ii) is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept,
- (iii) is made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business or
- (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper.

19.3 For the purposes of this Agreement, "Public Official" includes, without limitation, any person holding or acting on behalf of a person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organisation, any federal or regional government department or agency, any political party, any candidate for political office or a relative or associate of any such person.

19.4 To the best of its knowledge and belief, Comply Direct

- (i) has not at any time been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct),
- (ii) has not at any time admitted to having engaged in any Corrupt Act (or similar conduct), or
- (iii) has not at any time been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct).