

## Batteries and Accumulators and Waste Batteries and Accumulators Directive (2006/66/EC)

# Early bird membership terms and conditions

### A. Definitions

In these Terms words and expressions defined in any clause shall (where the context permits) have the meanings set out in such clause and the following words and expressions shall (where the context permits) have the following meanings:

**Commencement Date** – means the date from which these Terms will take force;

**Member** – means an early bird batteries member;

**Services** – means the early bird batteries information services Comply Direct will be providing to the Member according to these Terms and as provided at on website at point of membership;

**Comply Direct** – the Operator whose address is based at The Water Mill, The Water Mill Park, Broughton Hall, Skipton, North Yorkshire BD23 3AG;

**Conditions** – means these terms and conditions;

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

**Membership Period** – means the period of time from which a Member signs up to these Conditions and following receipt by the Operator of the required membership Fee and runs until the 30th November 2008 or earlier if the UK Regulations are implemented before such date. See Duration of Services below.

### B. Key Challenges

The early bird offering has the following objectives;

1. To enable UK companies to get a better understanding of their potential obligations under the forthcoming Battery Regulations
2. To provide such companies with an opportunity to have direct input into how the Regulations will be implemented
3. To enable Comply Direct to have input from such companies in order to improve the services it is intending to offer (final UK Regulations permitting) as a Batteries Compliance Scheme
4. To clarify to members the potential overlaps between the existing WEEE Regulations and the forthcoming Batteries Regulations
5. To eventually enable members to try and put a cost against compliance under the forthcoming Batteries Regulations

### C. Services Duration

The membership period runs from the date any potential member completes the online early bird membership form, signs up to these early bird T&Cs and makes a payment to Comply Direct Ltd to cover the appropriate membership fee. The services will remain in force until 30 November 2008 or until the Battery Regulations enter into force in the UK or until we commence a Battery full compliance scheme (whichever is the earlier).

### D. Services

Comply Direct will provide the Member with a range of early bird membership services and they are as follows;

1. Provide support and assistance to potentially obligated UK companies to assist in complying with the likely UK Batteries Regulations.

2. To continually monitor and have input into the forthcoming implementation of the Batteries Regulations and to continually update its early bird offering up to the point at which a Comply Direct full Batteries Compliance Service is made available assuming that the Regulations permit for this to happen.
3. Comply Direct aim to offer a very comprehensive overview of the forthcoming Regulations but it must be made clear that the legislation is very complex and that Comply Direct will not be able to address all issues, matters and variations that affect or could affect all businesses and all sectors. Each member should carry out their own thorough review of its possible obligations and compliance with the legislation in addition to membership of this service.

## **E. Membership Fees**

The following Conditions regarding Fees apply;

1. The Member agrees to pay Comply Direct the non-refundable fee of £300 + VAT for the membership Services and in exchange Comply Direct will provide those Services according to these Terms.
2. Existing Comply Direct full Packaging or WEEE compliance members agree to pay discounted sum of £150 + VAT for the Services and in exchange Comply Direct shall provide those same Services according to these terms.
3. The Member will make such payment to Comply Direct at the time of completion of the online membership form (either via BACS or a cheque payment) unless otherwise jointly agreed.
4. Comply Direct has the right not to process the Member's application until such time as payment is received.

## **F. General**

The following general Conditions apply to Membership;

1. In no circumstances will Comply Direct be liable to its Members or any other third parties for any loss or damage (whether direct or indirect, including loss of profits, loss of opportunity or any consequential loss) resulting from or in any way connected with the Member use of this early bird information service, whether caused by negligence, misrepresentation, breach of any statutory duty, or breach of contract or otherwise.
2. Comply Direct does not limit or exclude its liability for death or personal injury resulting from its negligence.
3. The Services and information provided by Comply Direct through this early bird membership should not be copied or otherwise used or provided in whole or in part to any third party. Content from the Member area of the website must not be reproduced, downloaded, transmitted or manipulated in whole or in part without the written consent of Comply Direct.
4. Each member agrees that on expiry of the membership of the early bird service, the early bird Member shall have no further rights to use the ongoing services of Comply Direct. Therefore, nothing in these Conditions shall be construed, by implication or otherwise, as an obligation to enter into any further agreement.
5. If any provision contained in these Conditions is found to be invalid or illegal then the remainder of Conditions shall continue with full effect.
6. These Conditions together with the online membership form constitute the entire agreement between Comply Direct and the Member relating to the Scheme and Services. No variation will be effective unless otherwise agreed in writing by both parties.
7. Nothing in these Conditions will constitute Comply Direct and the Member as partners, co-owners or agents of the other or empower either party to act for, bind or otherwise assume any obligation on behalf of the other.
8. The Membership Conditions will be governed by and construed in accordance with the laws of England and both you and we submit to the exclusive jurisdiction of the English Courts.

## **G. Unsubscribe**

G. Any Member can unsubscribe at any time by emailing [unsubscribe@complydirect.com](mailto:unsubscribe@complydirect.com).