



Retailer Membership Rules

DRSI CLG
(Trading as Re-turn)

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Retailer Membership Rules

1. Interpretation

The following definitions and rules of interpretation apply in this Retailer Membership Rules (the “**Rules**”).

1.1 Definitions:

“**Agency**” means the Environmental Protection Agency established by section 19 of the Environmental Protection Agency Act 1992 (No 7. Of 1992) or any successor agency or entity.

“**Approved Body**” shall have the meaning given to it in the Regulations.

“**Brand Assets**” means the design and marketing elements that identify and embody DRSI’s brand identity, including, but not limited to, Re-turn logos, typefaces, images and illustrations as provided in the Brand Guidelines.

“**Brand Guidelines**” means the set of rules, instructions and guidelines that define how the Brand Assets should be consistently represented visually or otherwise across communication channels.

“**Business Day**” means a Day, other than a Saturday, Sunday or public holiday in Ireland, when banks in Dublin are open for business.

“**Business Hours**” means from 09:00 am to 17:00 on a Business Day.

“**Collection Contractor**” means the person or company engaged by DRSI for the purpose of the collection, transportation, treatment, disposal, or management of the returned In-Scope Products.

“**Confidential Information**” has the meaning given in Rule 12 (Confidentiality).

“**Consumer**” shall have the meaning given to it in the Regulations.

“**Day**” a period of 24 consecutive hours ending at 12.00 midnight.

“**DRSI**” means Deposit Return Scheme Ireland CLG, a company registered in Ireland with company number 714670 whose registered office is at Red Cow Interchange Estate, 1 Ballymount Road, Dublin, D22 HW67, Ireland.

“**Fees**” means all fees payable to the Retailer by DRSI under these Rules.

“**Handling Fee**” has the meaning given in Rule 9.2 (Fees)

“**In-Scope Bottle**” shall have the meaning given to it in the Regulations.

“**In-Scope Container**” shall have the meaning given to it in the Regulations.

“In-Scope Product” shall have the meaning given to it in the Regulations.

“Month” means a calendar month.

“Processing and Sorting Centre” means a place where DRSI provides centralised collection, accounting, sorting and preparation for recycling the In-Scope Products.

“Producer” shall have the meaning given to it in the Regulations.

“Product Register” means the packaging record of In-Scope Products maintained by DRSI;

“Regulations” means the Separate Collection (Deposit Return Scheme) Regulations 2021, Statutory Instrument No. 599 2021 as such Regulations may be amended or updated or replaced from time to time.

“Retail Outlet Register” means the record of registered retail outlets each of which satisfies DRSI’s requirements for it to be an approved Retailer and which register is maintained by DRSI;

“Retailer” shall have the meaning given to it in the Regulations.

“Return Point” shall have the meaning given to it in the Regulations.

“Scheme” means the deposit return scheme operated by DRSI under approval of the Minister for the Environment, Climate and Communications, as may be amended or updated or replaced from time to time under which the Consumer at the point of sale pays an amount that is not part of the sales transaction (the **“Deposit”**) for the In-Scope Product within the scope of the Regulations, on condition that the Deposit is refunded to the Consumer when the empty In-Scope Bottle or In-Scope Container is returned to an approved Return Point.

“Take Back Exemption Application” means the application form to be completed by the Retailer wishing to apply for a take back exemption for one or more of its retail outlets.

“Take Back Exemption Criteria” means the criteria which must be satisfied in order for a Retailer’s retail outlet to be eligible for an exemption from the obligation to take back In-Scope Products and/or to operate as a Return Point; which criteria, any amendments or updates thereto, will be notified by DRSI to the Retailer from time to time.

“Year” means any period of 12 consecutive Months from a date or event specified in the Rules.

- 1.2 Capitalised terms not otherwise defined in these Rules shall have same meaning as set out in the Regulations.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 A reference to “writing” mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, and “written” shall be construed accordingly.
- 1.6 Unless expressly provided otherwise in these Rules, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 Unless expressly provided otherwise in these Rules, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 Any obligation on a Retailer not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any reference to an Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to that which most nearly approximates to the Irish legal term in that jurisdiction.

2. Membership of the Scheme

- 2.1 A Retailer seeking to register with DRSI to become a member of the Scheme shall submit a registration application to DRSI, in such form as is prescribed by DRSI from time to time (the “**Application**”). Subject to DRSI, at its sole discretion, being satisfied with the information provided by the Retailer in the Application and compliance by the Retailer with the application requirements of DRSI, DRSI shall admit the Retailer as a registered member of the Scheme, such membership to be effective from the date the Retailer is registered on the register of retailer members maintained by DRSI.
- 2.2 Unless the Retailer’s membership is otherwise terminated in accordance with the provisions of Rule 14 (Termination of Membership), the Retailer’s membership of the Scheme will automatically renew from Year to Year.

3. DRSI’s Functions/Role

- 3.1 The objectives of DRSI are as follows:
- (a) to administer the Scheme as approved by the Minister for the Environment, Climate and Communications in accordance with Part III paragraph 5 of the Regulations and these Rules; and
 - (b) to facilitate businesses and industry in Ireland in meeting their obligations under the Regulations.

- 3.2 The Regulations are intended, in particular, to achieve the separate collection targets for PET plastic bottles contained in Directive (EU) 2019/904 of the European Parliament and of the Council of 5 June 2019 on the reduction of the impact of certain plastic products on the environment and the recycling targets for aluminium established in Directive (EU) 2018/852 of the European Parliament and of the Council amending Directive 94/62/EC on packaging and packaging waste, with a view to promoting the recovery and recycling of packaging waste.
- 3.3 The ownership of an In-Scope Bottle and/or an In-Scope Container shall transfer to DRSI on the return of the In-Scope Bottle and/or In-Scope Container to a Return Point. The Retailer has no rights in and shall not establish any claims regarding the transference of ownership of (1) an In-Scope Bottle and/or (2) an In-Scope Container to DRSI.
- 3.4 DRSI shall have absolute discretion to delegate to and to engage third parties for the purpose of fulfilling its obligations under the terms of these Rules. DRSI will remain solely responsible for its obligations under these Rules and shall be liable for the acts or defaults of its duly appointed subcontractors, its agents or employees as if they were the acts or defaults of DRSI.

4. Retailer's Obligations

- 4.1 The Retailer shall at all times:
- (a) comply with the Regulations;
 - (b) furnish information in connection with its participation in the Scheme, in such form and at such frequency as may be specified by DRSI from time to time, including all information required under these Rules as varied from time to time;
 - (c) display in a manner that is visible to all Consumers its Certificate of Registration with DRSI;
 - (d) where a Deposit under the Regulations is applicable, charge the Deposit on the In-Scope Product to the Consumer and provide the Consumer with proof of payment of the Deposit;
 - (e) ensure that the payment of the Deposit is itemised as a separate line item on the proof of payment issued to the Consumer;
 - (f) display in a manner that is visible to all Consumers the location of the closest Return Point to accept the return by Consumers of In-Scope Bottles and In-Scope Containers on behalf of the Retailer where a take-back arrangement, other than that at paragraph 4.1(h), has been agreed with DRSI;

subject to Rule 5 of these Rules:

- (g) ensure that the facility for taking back In-Scope Bottles or In-Scope Containers or both on its premises is visible and easily accessible to persons who may wish to return In-Scope Bottles or In-Scope Containers;

- (h) and subject to Rule 4.10, take back every In-Scope Bottle and In-Scope Container returned to it by a Consumer in a manner agreed between the Retailer and DRSI as specified in Schedule 1 of these Rules (as may be varied by DRSI from time to time);
 - (i) provide secure storage for the In-Scope Bottles and In-Scope Containers taken back; and
 - (j) return to DRSI, in a manner agreed with DRSI, all returned In-Scope Bottles and In-Scope Containers.

- 4.2 Subject to Rule 4.3, the Retailer shall not display at any premises or on or in any product, packaging, machinery, advertisement or notice, the Brand Assets or any logo or other mark or symbol designed and adopted by DRSI without the prior written consent of DRSI. Such written consent shall be given by DRSI to the Retailer on completion of the successful registration of the Retailer as a member of the Scheme and shall be valid throughout the period of the Retailer's membership of the Scheme. The validity of such consent is contingent upon the Retailer's compliance with the provisions and requirements set forth in the Brand Guidelines , as varied from time to time.

- 4.3 The Retailer shall not sell or supply to the Consumer In-Scope Products labelled with the logo or other mark or symbol designed and adopted by DRSI before 1 February 2024.

- 4.4 With effect from 1 January 2024, the Retailer may purchase and/or accept receipt of any In-Scope Product from a Producer where such product is (1) labelled with the logo or other mark or symbol designed and adopted by DRSI and/or (2) labelled with the barcode registered in the Product Register solely for stocking purposes in preparation for the commencement of the Scheme on 1 February 2024. For the avoidance of doubt, the In-Scope Products referred in this Rule shall not be sold, supplied or otherwise made available to Consumers prior to 1 February 2024.

- 4.5 With effect from 15 March 2024, the Retailer shall not purchase and/or accept receipt of any In-Scope Product from a Producer where such product is (1) labelled without the logo or other mark or symbol designed and adopted by DRSI and/or (2) labelled without the barcode for the In-Scope Product which is registered in the Product Register.

- 4.6 With effect from 31 May 2024, the Retailer shall not sell or supply to a Consumer In-Scope Products:
 - (a) labelled without the logo or other mark or symbol designed and adopted by DRSI;
 - (b) labelled without the barcode registered in the Product Register; and
 - (c) that are not registered in the Product Register and/or that have been deleted from the Product Register.

- 4.7 Where the Retailer has established or is a part of any independent pilot, project, programme or initiative with the primary objective of incentivising Consumers to return In-Scope Products, the Retailer shall cease to partake in any such pilot/project/programme/initiative with effect from 1 December 2023.
- 4.8 Subject to Rules 4.10 and 5 of these Rules, the Retailer shall immediately reimburse the value of the original Deposit paid to a Consumer who presents an In-Scope Bottle or In-Scope Container for return, irrespective of where the In-Scope Product was purchased and the Deposit first paid. The value of the Deposit shall be returned, at the sole discretion of the Consumer, in (1) cash or (2) such other non-cash redemption methods as may be prescribed by DRSI from time to time (Deposit Redemption Methods). Such redemption methods may include, but are not limited to, credit applied towards the Consumer's purchases at the retail outlet located at the Return Point or donations to a charity registered in the Republic of Ireland. DRSI shall issue supplemental terms and conditions to all Retailers to regulate the operations of the Deposit Redemptions Methods, once established, by Retailers; which terms and conditions shall form part of these Rules and shall have effect as if set out in full in the body of these Rules.
- 4.9 The Retailer shall not establish any connection between the Deposit value and a Consumer incentive scheme, whether by means of promotional discounts, cashback offers, or any other form of incentive to Consumers connected with or relating to the Deposit value paid by the Consumer.
- 4.10 The Retailer shall not be required to take back:
- (a) an In-Scope Bottle or In-Scope Container that is damaged;
 - (b) an In-Scope Bottle or In-Scope Container that is not empty; or
 - (c) an In-Scope Bottle or In-Scope Container that does not have the logo or other mark or symbol designed and adopted by DRSI that indicates a Deposit was payable on the purchase of the In-Scope Product to which it relates.
- 4.11 Subject to Rule 5, the Retailer shall be required to implement the manual collection or automated collection (the "**Reverse Vending Machine**" or "**RVM**") of In-Scope Products returned to the Return Point(s) located at the Retailer's retail outlet(s) and ensure the cleanliness and daily maintenance of all Return Point(s) under its control.
- 4.12 Subject to Rule 5, the Retailer shall comply with the collection procedures set out in Schedule 1 (as may be varied by DRSI from time to time) for In-Scope Products collected via manual collection or RVM in the Return Point(s) located at the Retailer's retail outlet(s).
- 4.13 Where the Retailer has elected an automated collection type, the Retailer shall not be required to reimburse the value of the original Deposit paid to a Consumer who presents a damaged voucher or any other damaged document originating from a RVM. For the avoidance of doubt,

damaged shall be interpreted as a voucher or any other document originating from a Reverse Vending Machine (RVM) that is illegible or incapable of being authenticated by the Retailer's receiving personnel.

5. Take Back Exemption

- 5.1 The Retailer may, in relation to a particular retail outlet, be granted an exemption by DRSI from the obligation to take back In-Scope Products and/or operate as a Return Point under Rule 4.1(h) of these Rules. Such exemption shall only be available where the Retailer meets the Take Back Exemption Criteria.
- 5.2 Where the Retailer wishes to apply for an exemption as described under this Rule 5, the Retailer shall submit the application to DRSI providing evidence that the relevant criteria apply. The application shall be submitted in such form as is prescribed by DRSI from time to time (the "**Take Back Exemption Application**"). DRSI shall only grant the exemption if the Retailer meets the Take Back Exemption Criteria.
- 5.3 Where the exemption described under this Rule 5 is granted by DRSI to the Retailer, the Retailer shall only be exempt from the obligations set out in Rule 4 which relate to the return of In-Scope Products for so long as the Retailer continues to satisfy the Take Back Exemption Criteria. All other Retailer obligations shall continue to apply. For the avoidance of doubt, the exemption shall only apply to the retail outlet the subject of the application described in Rule 5.2 and the obligations set out in Rule 4 shall continue to apply in full in respect of any other retail outlets operated by the Retailer that sell In-Scope Products.
- 5.4 Where the take back exemption applies, the Retailer shall display in a manner that is visible to all Consumers the location of the closest Return Point to accept the return by Consumers of In-Scope Bottles and In-Scope Containers on behalf of the Retailer.

6. Conditions for Accepting In-Scope Products

- 6.1 DRSI shall not accept non-compliant products and shall not be liable to pay a Handling Fee and/or Deposit to the Retailer for any non-compliant products. For the avoidance of doubt, a non-compliant product includes:
 - (a) a bottle or container which falls outside the scope of the Regulations;
 - (b) an In-Scope Bottle or In-Scope Container that is damaged;
 - (c) an In-Scope Bottle or In-Scope Container that is not empty;

and with effect from 31 May 2024:

- (d) an In-Scope Bottle or In-Scope Container that does not have the logo or other mark or symbol designed and adopted by DRSI that indicates a Deposit was payable on the purchase of the In-Scope Product to which it relates; or
- (e) an In-Scope Bottle or In-Scope Container that is not registered in the Product Register and/or that has been deleted from the Product Register.

7. Provision of Information

- 7.1 DRSI shall prepare and submit a monthly report (the “**Monthly Report**”) to the Retailer which shall include information in connection with the Retailer’s participation in the Scheme, including the particulars set out in Schedule 2 of these Rules (as may be varied by DRSI from time to time).
- 7.2 DRSI shall submit the Monthly Report to the Retailer on or before the fifth Business Day of each calendar month. The Monthly Report shall be deemed to have been received at the time of delivery in accordance with this Rule 7.2, unless such delivery occurs outside of Business Hours, in which case receipt will be deemed to occur on the next Business Day. DRSI shall submit the Monthly Report to the Retailer via the online portal [www.re-turn.ie] or via any other method of delivery as determined by DRSI and notified to the Retailer from time to time.
- 7.3 For a period of 3 Business Days after the delivery of the Monthly Report by DRSI, the Retailer shall have a right to seek an amendment to the Monthly Report subject to providing satisfactory reasons and supporting evidence for the proposed amendment. In the event that no request is made by the Retailer in the prescribed timeframe, the Monthly Report shall be deemed to have been accepted by the Retailer. DRSI shall then proceed to generate an invoice based on the contents of the Monthly Report and remit payment to the Retailer in accordance with Rule 9 of these Rules.
- 7.4 The Retailer shall submit to DRSI the information necessary for the registration of its retail outlet(s) in the Retail Outlet Register, including the particulars set out in Schedule 2:
 - (a) for the initial registration of all existing retail outlet(s) at the date of these Rules, from 1 August 2023 until 31 October 2023; and
 - (b) for the registration of a new retail outlet(s), as soon as practicable and in any event prior to selling or supplying In-Scope Products to a Consumer from the new retail outlet.
- 7.5 The Retailer shall at all times furnish information in connection with its participation in the Scheme, in such form and at such frequency as may be specified by DRSI from time to time.
- 7.6 The Retailer shall ensure that all information provided to DRSI is accurate. The Retailer shall notify DRSI of any change to the information previously provided to DRSI as soon as it becomes aware of the change.

8. Records and Inspection for Audit Purposes

- 8.1 The Retailer shall keep separate, detailed, true and accurate books and records of all In-Scope Products sold and/or supplied by the Retailer in Ireland for a minimum period of 7 Years from the date such products are sold to Consumers, including details of all Deposits received from Consumers. These books and records shall include the methodology, systems and data used to calculate this information and all other information which the Retailer is required to provide to DRSI under Rule 7.
- 8.2 The Retailer shall allow DRSI and any of its appointed advisers to access any of the Retailer's premises, retail outlets, personnel, facilities, systems, books and records and those of any group company and sub-contractors as may be reasonably required and to take copies of any such books and records in order to:
- (a) fulfil any legally enforceable request by any regulatory body, the Minister, the Agency or any relevant local authority;
 - (b) check the accuracy of the Fees, handling of Deposits or identify suspected fraud; and
 - (c) audit and take copies of records as necessary to verify the Retailer's compliance with the terms and conditions of these Rules.
- 8.3 **Notice of audit.** DRSI shall provide 21 Days notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, wilful default or material breach of these Rules, in which event no notice is required. The audit shall be conducted during normal business hours.
- 8.4 **Minimising disruption.** DRSI shall use its reasonable endeavours to ensure that the conduct of each audit other than an audit conducted pursuant to Rule 8.3 does not unreasonably disrupt the Retailer.
- 8.5 **Co-operation, access and assistance.** The Retailer shall:
- (a) provide DRSI and its advisers with all reasonable co-operation, access and assistance in relation to each audit; and
 - (b) allow DRSI and its advisers to meet with the Retailer's personnel and ensure that the Retailer's personnel provide all explanations reasonably necessary to perform the audit effectively.
- 8.6 **Costs of the audit.** DRSI shall pay the cost and expenses of any audit except where the audit identifies that any information provided by the Retailer to DRSI is inaccurate by more than 25% as against the information contained in the books and records audited, in which case the costs and expenses of the audit shall be paid by the Retailer on demand.

8.7 **Remediation.** If an audit identifies that the Retailer is failing to comply with any of its obligations under these Rules and/or the Regulations then, without prejudice to the other rights and remedies of DRSI, the Retailer shall take the necessary steps to comply with its obligations at no additional cost to DRSI.

8.8 DRSI may increase the extent to which it audits the Retailer if the Retailer continues to fail to fulfil its obligations under these Rules. DRSI shall give the Retailer prior notification of its intention to increase the level of auditing. The Retailer shall bear its own costs in complying with DRSI's requirements in relation to any increased auditing conducted by DRSI under this Rule 8.8.

9. Fees

9.1 The Fees shall be payable in accordance with this Rule 9 and Schedule 3 of these Rules. Schedule 3 sets out the Fees at the date of adoption of these Rules. DRSI reserves the right to vary the Fees (upwards or downwards) from time to time by written notice to the Retailer.

9.2 DRSI shall pay a handling fee to the Retailer for each In-Scope Product that has been collected by the Retailer and that has been counted and accepted by DRSI, irrespective of where the In-Scope Product was purchased and the Deposit first paid (the "**Handling Fee**"). The Handling Fee shall be calculated on the basis of the quantity and collection type of the In-Scope Product, as determined by DRSI.

9.3 DRSI shall pay to the Retailer the value of the Deposit for each In-Scope Product that has been collected by the Retailer and that has been counted and accepted by DRSI. The Deposit shall be an amount as determined by the Minister for the Environment, Climate and Communications from time to time. Schedule 3 sets out the Deposit values at the date of these Rules.

9.4 Subject to Rule 7.3, on the basis of the information contained in the Monthly Report, DRSI shall prepare an invoice for all Handling Fees and Deposits payable on In-Scope Products that have been collected by the Retailer and that have been counted and accepted by DRSI in the previous calendar month, by no later than the tenth Business Day of each calendar month. The invoice shall be deemed to have been received at the time of transmission, unless such receipt occurs outside of Business Hours, in which case receipt will occur on the next Business Day. The invoice shall be available to the Retailer via the online portal [www.re-turn.ie] or via any other method of delivery as determined by DRSI and notified to the Retailer from time to time.

9.5 Where the Retailer seeks an amendment to the Monthly Report in accordance with Rule 7.3, DRSI shall issue the invoice promptly and no later than 3 Business Day after the parties reaching an agreed form Monthly Report.

9.6 The Handling Fees and Deposits shall be payable monthly to the Retailer within 30 Days of the date of the invoice prepared by DRSI through self-billing.

10. Indemnity

10.1 Subject to Rules 10.2 and 10.3, the Retailer shall indemnify and hold harmless DRSI against all liabilities, claims, actions, proceedings, costs, expenses, damages and losses (including but not limited to all interest, penalties and legal costs) and all other reasonable professional costs and expenses suffered or incurred by DRSI arising out of or in connection with:

- (a) any breach by the Retailer to duly take back In-Scope Products from a Consumer which the Retailer is required to take back under the Regulations and these Rules;
- (b) any of the information provided by the Retailer to DRSI pursuant to these Rules being false, inaccurate, misleading or incomplete in any material respect;
- (c) any action taken by the Retailer in an effort to sell or supply non-compliant products as described under Rule 6.1 of these Rules.

10.2 The maximum aggregate liability of the Retailer under Rule 10.1 shall not exceed an amount equal to the Handling Fees paid to the Retailer, as set out in the most recent invoice discharged by DRSI in accordance with Rule 9 of these Rules, multiplied by 12.

10.3 The liability of the Retailer pursuant to Rule 10.1 shall expire on the date DRSI ceases to be an Approved Body for the purposes of the Regulations.

10.4 For the avoidance of doubt, the limitations set out in Rules 10.2 and 10.3 shall not operate to exclude or limit any liability of the Retailer or any remedy available to DRSI in relation to any claim under this indemnity that arises or is delayed as a result of fraud, wilful misstatement, wilful misconduct or wilful concealment on the part of the Retailer.

11. Immaterial Rights

11.1 The Retailer acknowledges and agrees that all ownership, rights, title and interest in and all copyrights, patents, trademarks, logos, design rights, methods, use and other know-how and/or other immaterial and intellectual property rights related but not restricted to DRSI's administration of the Scheme including the Brand Assets will remain and are the exclusive property of DRSI.

11.2 The ownership of data collected through a RVM, operated by or for the Retailer or from any of the Retailer's approved Return Point(s) shall belong to and shall transfer to DRSI on the return of the In-Scope Bottle and/or In-Scope Container to the RVM. The Retailer has no rights in and shall not establish any claims regarding the transference of ownership of the data to DRSI.

11.3 Nothing in these Rules entitles the Retailer, or authorises the Retailer to retain or grant a third party, any ownership rights over data collected through a RVM, the registers maintained by DRSI in connection with the Scheme or any other data collected as a result of the Scheme, in any way or by any means or manner, other than what is expressly stated in these Rules and which is approved by DRSI in writing.

11.4 This Rule 11 shall survive termination of the Retailer's membership.

12. Confidentiality

12.1 DRSI and the Retailer undertake that they shall not at any time, disclose to any person any information disclosed each other concerning them or any member of the group of companies to which the Retailer belongs, however recorded, preserved or disclosed ("**Confidential Information**") except as permitted by this Rule 12 or with each other's prior written consent. This obligation shall continue even after termination of the Retailer's membership.

12.2 DRSI and the Retailer may disclose each other's Confidential Information:

- (a) to its employees, officers, representatives, agents or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with these Rules. DRSI and the Retailer shall ensure that their employees, officers, representatives, contractors, subcontractors or advisers to whom they disclose each other's Confidential Information comply with this Rule 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 DRSI may disclose the Retailer's Confidential Information if and to the extent the disclosure is of information:

- (a) to the Agency or any local authority or other governmental authority for the purposes of DRSI exercising its rights and performing its obligations under or in connection with these Rules, the Regulations, the Act or Directives;
- (b) that has already come into the public domain through no fault of DRSI;
- (c) developed or obtained by or for DRSI independently of the information disclosed by the Retailer to DRSI;
- (d) which is already lawfully in the possession of DRSI as evidenced by its or its professional advisers' written records and which was not acquired directly or indirectly from the disclosing Retailer.

12.4 This Rule 12 shall survive termination of the Retailer's membership.

13. Data Protection

13.1 In this Rule 13, the following definitions shall apply:

- (a) the terms “**controller**”, “**personal data**” and “**processing**” shall have the meanings given to them in the GDPR;
- (b) “**Data Protection Law**” means the Data Protection Acts 1988 to 2018 and any regulations or enactments thereunder; Directive 95/46/EC; Directive 2002/58/EC; Regulation (EU) 2016/679 (the “**GDPR**”); EC (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations (Statutory Instrument 336 of 2011) and any other EU regulations, directives, decisions or guidelines on data protection or data privacy and guidance issued by the Office of the Data Protection Commissioner; all as amended, modified, consolidated or re-enacted from time to time; and
- (c) “**Protected Personal Data**” means personal data subsisting in the information referred to in Rule 13.2.

13.2 In the course of participating in the Scheme, the Retailer will furnish information that may contain personal data, such as contact details and email addresses relating to its personnel, to DRSI. DRSI will use such information for the purpose of administering the Retailer’s participation in the Scheme in accordance with the terms of these Rules.

13.3 DRSI and the Retailer will comply with all applicable requirements of Data Protection Law in the performance of these Rules. This Rule 13.3 is in addition to, and does not relieve, remove or replace obligations or rights under Data Protection Law.

13.4 For the purposes of Data Protection Law, DRSI shall act as a controller in respect of the Protected Personal Data.

13.5 By entering into these Rules, the Retailer consents to (and shall procure all required consents in respect of) all actions taken by DRSI in connection with the processing of the Protected Personal Data, provided that such actions are in compliance with the then-current version of DRSI’s privacy policy, available at [*privacy-policy \(re-turn.ie\)*](http://privacy-policy(re-turn.ie)) (“**Privacy Policy**”). In the event of any inconsistency or conflict between the terms of the Privacy Policy and these Rules, the terms of the Privacy Policy will take precedence.

13.6 Without prejudice to the generality of Rule 13.3, the Retailer will ensure that it has all necessary consents and notices in place to enable the lawful transfer of the Protected Data to DRSI for the duration and purposes of these Rules.

14. Termination of Membership

- 14.1 The Retailer may terminate its membership at any time for any reason by providing not less than six months' notice in writing to DRSI.
- 14.2 Without affecting any other right or remedy available to it, DRSI may terminate the Retailer's membership with immediate effect by giving written notice to the Retailer if the Retailer commits a material breach or persistent breaches of any term(s) of these Rules and (if such breach is remediable) fails to remedy that breach with a period of fourteen (14) Days after being notified in writing to do so.
- 14.3 DRSI expressly reserves the right to terminate the Retailer's membership with immediate effect by notice in writing to the Retailer if:
- (a) the Retailer ceases to be a Retailer as defined in regulation 2 of the Regulations;
 - (b) the Retailer becomes bankrupt or enters into an arrangement with its creditors or if execution is levied against it;
 - (c) a petition is presented or an order made or resolution is passed for the winding-up of the Retailer or if a receiver, receiver and manager, or examiner is appointed over and/or in respect of the Retailer, or any part of the Retailer's business, or if action is taken by the holder of a debenture secured by a floating charge of any property of the Retailer comprised in or subject to a floating charge or fixed charge;
 - (d) at DRSI's sole determination, the Retailer provides false, misleading or fraudulent information to DRSI;
 - (e) DRSI ceases to have status as an Approved Body under the Scheme;
 - (f) the Retailer breaches Rule 4.3 and/or Rule 4.4 and/or Rule 4.5 and/or Rule 4.6 of the Rules.
- 14.4 Without prejudice to its rights under Rule 14.3, where the Retailer goes into liquidation or if a receiver, receiver and manager, or examiner is appointed over and/or in respect of the Retailer, DRSI may at its sole and absolute discretion determine to allow the Retailer's participation in the Scheme and continuation of these Rules provided the receiver/liquidator/examiner so appointed assumes the position of the Retailer as it were the original Retailer whose application for membership of the Scheme was accepted by DRSI.
- 14.5 On termination of these Rules for any reason:
- (a) all rights, privileges and obligations of the Retailer as a retailer member of the Scheme shall automatically cease;

- (b) the Retailer shall cease to use its registration number and cease to display or use any DRSI logo, mark or symbol at any premises or on or in any product, packaging, machinery, advertisement, notice, stationery, invoice or website of the Retailer; and
- (c) DRSI shall remain liable for any Fees accrued and payable prior to the date of termination.

14.6 Without prejudice to the termination of these Rules, DRSI reserves the right to notify the relevant local authority if:

- (a) the Retailer commits a material breach or persistent breaches of any term(s) of these Rules; and/or
- (b) DRSI suspects that the Retailer has committed an offence under the Regulations.

14.7 Termination of these Rules shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

15. Assignment

15.1 These Rules are personal to the Retailer and the Retailer shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Rules without the prior written consent of DRSI.

15.2 The Retailer shall not hold a beneficial interest for or on behalf of any third party allowing that third party to participate in the benefits of the Scheme without that party being a registered and fully paid up and compliant member of the Scheme.

15.3 DRSI may at any time assign, mortgage, charge, subcontract, delegate, declare trust over or deal in any other matter with any or all of its rights and obligations under its contractual relationship with the Retailer as constituted by these Rules.

16. Variation

The terms and conditions of these Rules may be varied from time to time by DRSI having regard to the integrity of the Scheme and the best interests of the members of the Scheme. DRSI shall provide 30 Day's written notice of any amendment to the terms and conditions of the Rules to the Retailer unless such amendment is made by reason of any requirement of or any amendment to or pursuant to the Regulations or the requirements of any regulatory body in which event such amendment shall have effect from the date specified in the notice.

17. Set-off

All amounts due by the Parties under these Rules shall be paid in full without any set-off, counterclaim, deduction or withholding.

18. Survival

- 18.1 Any provision of these Rules that expressly or by implication is intended to come into or continue in force on or after termination of the Retailer's membership shall remain in full force and effect.

19. Entire Rules

- 19.1 These Rules constitutes the entire Retailer Membership Rules.
- 19.2 DRSI and the Retailer acknowledge that in entering into these Rules they do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Rules.

20. Waiver

- 20.1 A waiver of any right or remedy under these Rules or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 20.2 A failure or delay by DRSI or the Retailer to exercise any right or remedy provided under these Rules or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Rules or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. Rights and remedies

Except as expressly provided in these Rules, the rights and remedies provided under these Rules are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Severance

- 22.1 If any provision or part-provision of these Rules is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Rules.

22.2 If any provision or part-provision of these Rules is deemed deleted under Rule 22, DRSI shall include a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

23. No partnership or agency

23.1 Nothing in these Rules is intended to, or shall be deemed to, establish any partnership or joint venture between DRSI and the Retailer, one constitute the agent of the other, or authorise one to make or enter into any commitments for or on behalf of the other.

23.2 The Retailer confirms it is acting on its own behalf and not for the benefit of any other person.

24. Notices

24.1 Any notice given under or in connection with these Rules shall be in writing and shall be:

- (a) Delivered by registered post or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) Sent by email or via the Portal.

In the case of notices to be sent by email:

- (i) to the Retailer, notices shall be sent to such email address as listed in the Retailer's application for membership;
- (ii) to DRSI, notices shall be sent to *company.sec@re-turn.ie*

or, in both cases, to such other email address as may be notified in writing by one party to the other from time to time.

24.2 Any notice shall be deemed to have been received:

- (a) If sent by registered post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (b) If sent by email or via the Portal, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

25. Governing law

These Rules and any dispute or claim (including non-contractual disputes or claims) arising out or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ireland.

26. Jurisdiction

Subject to Rule 27 below, the Retailer irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Rules or its subject matter or formation.

27. Dispute Resolution

- 27.1 In the event that any dispute arises between DRSI and the Retailer under or in relation to these Rules, either DRSI or the Retailer may give notice to the other in accordance with Rule 24 setting out the nature of the dispute and full particulars ("**Dispute Notice**") together with all relevant supporting documents. On service of the Dispute Notice both parties shall attempt in good faith to resolve the dispute.
- 27.2 If DRSI and the Retailer are unable to resolve the issue(s) giving rise to the Dispute Notice within 30 Days of service of the Dispute Notice, they will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the DRSI and the Retailer, the mediator shall be nominated by CEDR. To initiate the mediation, DRSI or the Retailer must serve notice in writing (**ADR notice**) to the other, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 20 Days after the date of the ADR notice.
- 27.3 If the dispute is not resolved within 60 Days of commencement of the mediation, the dispute shall be referred to and finally resolved by arbitration proceedings under the UNCITRAL Arbitration Rules by one arbitrator appointed in accordance with the said Rules. The proceedings shall take place in Dublin, Ireland and shall be conducted in English.
- 27.4 DRSI and the Retailer shall not commence any arbitration proceedings in relation to the whole or part of the dispute until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other has failed to participate in the mediation, provided that the right to commence proceedings is not prejudiced by a delay.

SCHEDULE 1 – COLLECTIONS

In accordance with Rules 4.11 and 4.12 of the Rules, the Retailer shall comply with the collection procedures as set forth in this Schedule 1 (as may be varied by DRSI from time to time).

1. Collection Types

- 1.1. Pursuant to Rule 4.1(h) and 7.4 of the Rules, the Retailer shall elect either a manual or RVM collection type for each Return Point and inform DRSI accordingly upon registering the Return Point(s).
- 1.2. For the purpose of these Rules, the manual collection shall be interpreted as the process of physically receiving, handling, and storing the returned In-Scope Products by the Retailer's personnel at the designated Return Point(s), without the use of automated machinery or systems. Upon collection, the In-Scope Products that have been collected shall be transferred to the Collection Contractor to be sorted and counted at the Processing and Sorting Centre, where the data is recorded for tracking and reporting purposes and the collected In-Scope Products are recycled. The Retailer shall be solely responsible for ensuring that the manual collection procedures comply with all applicable laws and regulations and its personnel are trained to manually collect In-Scope Products.
- 1.3. For the purpose of these Rules, the automated collection shall be interpreted as the process of receiving, handling, and storing the returned In-Scope Products through a Reverse Vending Machine ("RVM"). The RVM recognises and sorts the returned In-Scope Products based on pre-defined characteristics and automatically counts and records the data in an electronic system for tracking and reporting purposes. Upon collection, the In-Scope Products that have been collected shall be transferred to the Collection Contractor to be sent to the Sorting and Processing Centre for recycling. The Retailer is responsible for ensuring that the automated collection procedures comply with all applicable laws and regulations and that the RVM(s) is available during agreed hours and is properly maintained and calibrated.

2. Transportation Materials

- 2.1. Where the Retailer has elected a manual or automated collection type, on request from the Retailer, DRSI shall provide the following materials to the Retailer (as applicable):

Manual Collections:

- (a) plastic bags, fastened with a plastic tag; and
- (b) plastic tags, each affixed with a unique barcode that identifies the relevant Return Point.

Automated Collections:

- (a) wheeled containers, each affixed with a unique identifier that identifies the relevant Return Point.

(the "Transportation Materials")

- 2.2. The Transportation Materials are designated for the purpose of storing In-Scope Products at the Return Point and to ensure the availability of the In-Scope Products for collection by the Collection Contractor. The Retailer shall exclusively employ the Transportation Materials provided by DRSI for storing and collection of the returned In-Scope Products, and the use of alternative materials for such purposes may be allowed solely with the prior consent of DRSI.
- 2.3. The Retailer shall order the necessary Transportation Materials from DRSI in a prompt and timely manner, in such form as is prescribed by DRSI from time to time.
- 2.4. Where the Retailer has elected an automated collection type, the Retailer shall appropriately store and transport the In-Scope Products obtained from the RVM(s) in the wheeled container provided by DRSI, refraining from utilising plastic bags.
- 2.5. The Retailer shall be responsible for the proper handling of any Transportation Materials provided by DRSI and shall bear liability for any misuse or improper treatment of such materials.

3. Collection Requirements

- 3.1. Pursuant to the terms of the Rules, the Retailer shall ensure that all returned In-Scope Products are made available for collection on the agreed designated days by the Collection Contractor and therefore shall comply with the following conditions (as applicable):

Manual Collections:

- (a) The returned In-Scope Products are readily accessible to the Collection Contractor with minimal interaction with the Retailer's personnel at the Return Point required;
- (b) The returned In-Scope Products must be commingled and presented in the plastic bags provided by DRSI, securely fastened with a plastic tag containing a unique barcode provided by DRSI that identifies the Return Point;
- (c) Each bag's maximum weight shall not exceed 10 kilograms.

Automated Collections:

- (a) The returned In-Scope Products are readily accessible to the Collection Contractor with minimal interaction with the Retailer's personnel at the Return Point required;
- (b) The returned In-Scope Products are compacted, rendering them irredeemable;
- (c) The returned In-Scope Products are stored in wheeled containers which can be easily transported to the collection vehicle by the Collection Contractor and the container shall be capable of being raised by the collection vehicle and the contents of the container discharged into the truck's body.

- 3.2. Should the aforementioned conditions not be met, the Collection Contractor reserves the right to decline the collection.

4. Collection Frequency

4.1. The frequency of collection in each Return Point shall be determined through Rules between DRSI and the Collection Contractor, based on the volume of returns received by each Return Point.

SCHEDULE 2 - PROVISION OF INFORMATION

2. Monthly Report

The Monthly Report prepared in accordance with Rule 7 of these Rules shall contain the following information:

- the total number of In-Scope Products counted by the Retailer's RVM(s) or at the Processing and Sorting Centre in the previous month (in units and percentage);
- the number of non-compliant Products counted at the Processing and Sorting Centre in the previous month (in units and percentage) (if applicable);
- the number of In-Scope Products up to and including container size of 500ml counted by the Retailer's RVM(s) or at the Processing and Sorting Centre and accepted at the Processing and Sorting Centre in the previous month (in units and percentage);
- the number of In-Scope Products in excess of container size of 500ml and up to 3ltrs counted by the Retailer's RVM(s) or at the Processing and Sorting Centre and accepted at the Processing and Sorting Centre in the previous month (in units and percentage);
- the total amount of Deposits payable for the In-Scope Products counted by the Retailer's RVM(s) or at the Processing and Sorting Centre and accepted at the Processing and Sorting Centre in the previous month;
- the amount of Deposits payable for the In-Scope Products up to and including container size of 500ml counted by the Retailer's RVM(s) or at the Processing and Sorting Centre and accepted at the Processing and Sorting Centre in the previous month;
- the amount of Deposits payable for the In-Scope Products in excess of container size of 500ml and up to 3ltrs counted by the Retailer's RVM(s) or at the Processing and Sorting Centre and accepted at the Processing and Sorting Centre in the previous month;
- the total amount of Handling Fees payable for the compliant In-Scope Products counted by the Retailer's RVM(s) or at the Processing and Sorting Centre and accepted at the Processing and Sorting Centre in the previous month;
- the amount of Handling Fees payable for the compliant In-Scope Products counted and accepted at the Processing and Sorting Centre in the previous month that have been collected manually (if applicable);
- the amount of Handling Fees payable for the compliant In-Scope Products counted by the Retailer's RVM(s) and accepted at the Processing and Sorting Centre in the previous month that have been collected through RVM(s) (if applicable).

Total Number of Products		
Non-Compliant Products	In-Scope Products up to and including size of 500ml	In-Scope Products in excess of size of 500ml
	Total Amount of Payable Deposits	
	Deposits Payable for In-Scope Products up to and including size of 500ml	Deposits Payable for In-Scope Products in excess of size of 500ml
	Total Amount of Payable Handling Fees	
	Amount of Payable Handling Fees for Manual Collection (if applicable)	Amount of Payable Handling Fees for RVM Collection (if applicable)

3. Retail Outlet Register

In accordance with Rule 7 of these Rules, the Retailer shall provide DRSI with information in respect of all retail outlet(s) operated by the Retailer, including in respect of each retail outlet(s):

- (a) name;
- (b) address;
- (c) opening hours;
- (d) collection hours;
- (e) store size (to be specified in m²);
- (f) chosen collection type: Manual or RVM (save where the retailer outlet is exempt from providing a Return Point in accordance with Rule 5 of these Rules);
- (g) RVM details such as supplier, model, location and any other relevant information (if RVM collection type is chosen);
- (h) Where the retail outlet is granted an exemption from the obligation to take back In-Scope Products and/or operate as a Return Point, the closest Return Point to accept the return by Consumers of In-Scope Bottles and In-Scope Containers on behalf of the Retailer;
- (i) any other information DRSI may reasonably require from time to time.

The Retailer shall ensure that all information provided to DRSI is accurate and up to date. The Retailer shall promptly notify DRSI of any change in any information already provided to DRSI as soon as the Retailer becomes aware of the change.

SCHEDULE 3 – FEES AND DEPOSIT

Fees:

The Handling Fees and Deposit in this Schedule 3 are set per In-Scope Product. The Fees and Deposit set in this Schedule 3 are exclusive of Value Added Tax (VAT), which shall be payable in addition where applicable.

- **Handling Fee**

The handling fee payable by DRSI to the Retailer in accordance with Rule 9 of these Rules is set as follows:

Handling Fees	
Manual Collection	€0.026
RVM Collection	€0.022

- **Deposit:**

The Deposit payable by DRSI to the Retailer in accordance with Rule 9 of these Rules is set as it follows:

Deposit	
In-Scope Product up to and including container size of 500ml	€0.15
In-Scope Product in excess of container size of 500ml	€0.25