

Supplementary terms – Scotland’s Deposit Return Scheme

Pursuant to the terms of the Deposit and Return Scheme for Scotland Regulations 2020 (the “**Regulations**”, as defined below), any person who markets, offers for sale or sells a Scheme Article (as defined below) in Scotland must, subject to certain exceptions:

- a) charge a Deposit (as defined below) when marketing, offering for sale or selling a Scheme Article in Scotland; and
- b) clearly display information in any place where the Scheme Article is displayed for sale by that person indicating:
 - i. that the article is a Scheme Article to which the obligation to charge a Deposit under the Regulations applies,
 - ii. the amount of the Deposit.

The Supplier is subject to the Regulations and is a Producer for the purposes of the Regulations. The Supplier has appointed the Scheme Administrator (as defined below) to perform certain functions and obligations on its behalf as a Producer with effect from [16th August 2023].

In circumstances where the Regulations apply, the Customers agree to comply with the terms and conditions set out in these supplementary terms and conditions (the “**Supplementary Terms**”).

1. Definitions

In these Supplementary Terms, terms defined in the Group Terms of Sale (<https://accoladewines.com/sustainability/standard-terms-and-conditions/>)(the “**Terms of Sale**”) shall have the same meaning in these Supplementary Terms. In addition, the following definitions apply in these Supplementary Terms:

“**Deposit**” means a redeemable sum that does not form part of the consideration paid for the Scheme Article, as set out in the Regulations.

“**DRS Charges**” means the Deposits, the Producer Fees, the Surcharge Fees and any other costs, fees or charges payable by the Supplier to the Scheme Administrator in relation to Scheme Articles (a) made available to the Customer for sale in Scotland or (b) otherwise made available to the Customer for redemption of a Deposit in Scotland.

“**DRS Pass-Through Costs**” has the meaning set out in paragraph 7.

“**Producer**” means a producer as defined under the Regulations;

“**Producer Fee**” means the charges payable by the Supplier as a Producer, to the System Administrator, as these shall be set by the System Administrator and/or as updated from time to time;

“Regulations” means The Deposit and Return Scheme for Scotland Regulations 2020, as amended by The Deposit and Return Scheme for Scotland Amendment Regulations 2022 and as such regulations may be amended or superseded from time to time;

“Scheme” means Scotland’s Deposit Return Scheme which involves the charging and redeeming of deposits to incentivise the recycling of Scheme Packaging, as implemented by the Regulations;

“Scheme Administrator” means Circularity Scotland Limited, or any other Scheme administrator appointed by the Supplier from time to time, or if no Scheme Administrator is appointed by the Supplier, the Supplier;

“Scheme Article” means as defined under the Regulations, referring to a drink that is intended to be sold to consumers in Scotland and is contained in single-use packaging made from polyethelene or terephthalate plastic or glass or aluminium or steel, and sized between 50ml and 3 litres;

“Scheme Packaging” means, as defined under the Regulations, referring to the packaging of the Scheme Articles;

“SEPA” means The Scottish Environment Protection Agency (and any replacement thereof or successor thereto, for the purposes of the Regulations);

“Surcharge Fee” means the UK surcharge fee as this shall apply to Scheme Articles by the Scheme Administrator, as amended from time to time.

2. Upon entering into an Order for Scheme Articles, the Customer is deemed to have accepted these Supplementary Terms. The Terms of Sale shall continue in full force and effect and shall be read and construed as one document with these Supplementary Terms.
3. The Customer shall return to the Scheme Administrator any Scheme Packaging which was sold by the Supplier to the Customer for the purposes of its retail sale in Scotland, for a sum equal to the Deposit for each item of Scheme Packaging.
4. The Customer agrees to cooperate with the Supplier and the Scheme Administrator and to provide such assistance and information as the Supplier and/or Scheme Administrator may reasonably request, to enable the Supplier and the Scheme Administrator to satisfy their respective obligations under the Regulations. Such assistance and information shall be provided promptly to the Supplier and the Scheme Administrator.
5. The Customer undertakes to collect and keep for at least four (4) years from the date of an Order for Scheme Articles, and promptly provide the Supplier and/or the Scheme Administrator upon request, in such form and at such intervals as the Supplier and/or the Scheme Administrator may require, a record of the following information:
 - a) the number of Scheme Articles made available by the Supplier to the Customer to be marketed, offered for sale or sold for the purposes of its retail sale in Scotland or otherwise made available to the Customer for redemption of a Deposit in Scotland;

- b) the material type that the Scheme Packaging was principally made from (PET plastic, glass, steel or aluminium); and
 - c) the number of items of Scheme Packaging returned to the Scheme Administrator by the Customer.
6. The Supplier shall have the right to carry out an audit of such records as are referred to in clause 5. The Supplier shall provide to the Customer at least five (5) Business Days notice of its intention to carry out such audit. The costs of such audit shall be borne by the Supplier except that the costs of the audit shall be reimbursed by the Customer in the event of any non-compliance with these Supplementary Terms, including but not limited to any under reporting of information, provision of false or misleading information or any potential fraudulent or criminal activity.
7. In addition to the price, the Customer agrees to pay the Supplier an amount equal to the DRS Charges (**DRS Pass-Through Costs**). The Supplier may invoice the Customer for DRS Pass-Through Costs at any time after the underlying DRS Charges become due and payable and the Customer shall pay the DRS Pass-Through Costs in pounds sterling within 30 days of the date of invoice unless otherwise agreed in writing with the Supplier. If payment is not made when due then the Supplier may, without prejudice to its other rights and remedies, charge interest at an annual rate of 4% above the then current base rate of HSBC plc to be calculated on a day to day basis on the balance outstanding from the due date for payment until payment (including of any accrued interest) is made in full and in cleared funds. The Supplier reserves the right at any time to set off any sum due from it to Customer against any invoice rendered to it by such Customer.
8. The Terms of Sale and the Supplementary Terms set out the entire agreement between the Customer and the Supplier and override and supersede all previous oral or written representations, undertakings, arrangements and agreements between the Customer and the Supplier relating to the subject matter of the Terms of Sale and these Supplementary Terms and the Products.
9. If in the opinion of the Supplier, the Customer is in breach of any of these Supplementary Terms, then without limiting the Supplier's other rights or remedies, the Supplier reserves the right to terminate a Contract with immediate effect.