



## Terms and Conditions for RECYCLE BC Low Volume Stewards – Effective January 1, 2021

1. On behalf of your Steward company, you have read and agree to all the terms listed below and agree to the balance of these terms as binding on your Steward company.
2. You understand that ***italicized words*** and other important steward information is [available here](#) and in the [Guidebook for Stewards](#).
3. You are the Primary Contact for your company.
4. You agree to maintain accurate contact information on the WeRecycle portal.
5. Your business has residency in British Columbia as defined in the Guidebook for Stewards or is obligated as an out of province franchisor with resident franchisees.
6. You agree to become a member of Recycle BC's Packaging and Printed Paper ***Stewardship Program Plan*** as a low volume steward as per the conditions outlined on the Recycle BC website.
7. You appoint Recycle BC as your agency to carry out your duties as a steward under Schedule 5 of the British Columbia Recycling Regulation (***Regulation***) and understand that Recycle BC will act in the best interests of all Members as a whole.
8. You agree that Recycle BC shall assume your duties as a steward under the Regulation.
9. You acknowledge that you and Recycle BC will both use reasonable diligence and care to prevent the unauthorized disclosure, reproduction or distribution of information considered private and confidential (such as customer, technical, financial and other business information received from the other) to any other person.
10. The information and sales or other data you used to identify your low volume category is complete and accurate.
11. You understand that once you have confirmed submission of your report, you will not be permitted to change the flat fee category you have selected (please be sure you have selected the correct category prior to submission). In particular, your Steward company is not eligible for adjustments under Steward Initiated Adjustment Policy which would have the effect of changing your Steward company from a Low Volume Steward to a Steward that is reporting their actual data.
12. You agree to submit your Steward company's low volume steward report for each ***Reporting Obligation Year***, according to the dates and policies posted on the Recycle BC websites.
13. You understand and agree that your Steward company must retain supporting documentation for five years from submission date and that your report may be subject to audit.
14. You agree to receive and pay invoices based on the preferences you selected when setting up your account on WeRecycle portal, and as per the payment due dates on your subsequent invoices.



15. You understand and agree that your Steward Company may be charged interest of 4% per annum above the Canadian Imperial Bank of Commerce's (CIBC) prime lending rate on any late payments.
16. You understand that your Steward company's membership in Recycle BC is on an annual basis and that you may terminate membership by giving written notice to Recycle BC by May 1st of any calendar year and that you must within thirty (30) days of notification, submit complete payment for the remainder of that calendar year.
17. You understand that if you provide written notice of termination in the program after May 1st of any calendar year, your Steward company's payment obligations noted in item #16 above will continue for the remainder of that year, plus the following calendar year.
18. You understand that if the Plan is rescinded by the Ministry of the Environment, you are permitted to withdraw from the Recycle BC plan without any penalty and will be responsible for the pro-rated fees as per the date of your exit.
19. You agree that any disputes between Recycle BC and your Steward company shall be made under the dispute resolution process that is published on the Recycle BC website. Referral of any disputed matter shall not act to stay or defer your obligations to pay the flat fee.

For further information, please review the [Guidebook for Stewards](#).

**Definitions:**

**"Stewardship Program Plan"** means Recycle BC's Stewardship Program Plan for Packaging and Printed Paper approved by the Ministry of the Environment [posted here](#).

**"Regulation"** means the British Columbia Recycling Regulation 449/2004, as amended from time to time [posted here](#).

**"Reporting Obligation Year"** means the calendar year for which a member is required to report to Recycle BC, based on data from your previous calendar year.