



THE WASTE BATTERIES AND ACCUMULATORS FEES AND CHARGES (SCOTLAND) SCHEME 2016

The Scottish Environment Protection Agency, in exercise of its powers under Section 41 of the Environment Act 1995 and in accordance with Section 42 and with the approval of the Scottish Ministers, makes the following scheme of fees and charges.

1. CITATION, EXTENT, COMMENCEMENT AND REVOCATION

- 1.1 This scheme shall be cited and referred to as the Waste Batteries and Accumulators Fees and Charges (Scotland) Scheme 2016 (and it shall be referred to here as "the Scheme").
- 1.2 The Scheme shall apply to Scotland only and shall come into force on 1 April 2016.
- 1.3 The Waste Batteries and Accumulators Fees and Charges (Scotland) Scheme 2015 shall cease to have effect on 1 April 2016, insofar as it relates to any period on or after 1 April 2016.

2. INTERPRETATION

- 2.1 In the Scheme, unless the contrary intention appears:
 - (a) any meanings given to words or phrases within the Regulations shall have the same meanings here
 - (b) "regulation" shall mean a regulation within the Regulations;
 - (c) "SEPA" means the Scottish Environment Protection Agency, incorporated under the Environment Act 1995 and having its Corporate Office at Strathallan House, Castle Business Park, Stirling, FK9 4TZ;
 - (d) "us" and "we" means SEPA;
 - (e) "the Regulations" means the Waste Batteries and Accumulators Regulations 2009;
 - (f) "the 1995 Act" means the Environment Act 1995;
 - (g) "you" shall mean the body that has to pay our fees or charges and shall, therefore, include the "applicant", "the operator" and "the party".

- 2.2 The Interpretation Act 1978 shall apply to the Scheme; excepting that "year" and "financial year" shall each be defined as being that period from 1 April to 31 March.
- 2.3 The headings of each of the clauses are for information only and do not affect the meaning of the clauses.

3. FEES AND CHARGES — GENERAL

- 3.1 Except if we say otherwise in the Scheme, fees and charges must be paid in full at the same time as submission of the application to which the fee or charge relates. An application submitted without the fee or charge shall be treated as an invalid application.
- 3.2 We shall endeavor to issue an invoice for any fee or charge which does not have to be paid at the same time as an application is submitted. If, however, an invoice is not received or if an invoice is issued incorrectly the fee is still payable.
- 3.3 Subject to the remainder of the terms hereof, all fees and charges shall not be refunded in any circumstances. In particular, they shall not be refunded if the application for which the fee or charge submitted is refused or withdrawn.

4. APPLICATION FEES AND SUBSISTENCE CHARGES

- 4.1 We shall charge subsistence charges and/or application fees in respect of each of the activities mentioned in clauses 4.2, 4.3 and 4.4 below.
- 4.2 We shall charge annually £30 in respect of any administrative costs incurred in the exercise of functions connected with
- (a) registration of small producers (including amending the register maintained under regulation 76);
 - (b) monitoring the compliance of small producers with their obligations under Part 2 of the Regulations;
 - (c) monitoring the accuracy of information provided by small producers under regulation 13;
 - (d) publishing information in relation to small producers under regulation 81.

4.3 We shall also charge:

- (a) an application charge (which was required to be paid under regulation 47(5)(c)) of £17,000 for each battery compliance scheme
- (b) annually, a subsistence charge (which was required to be paid under regulation 52(2)(h)) for each battery compliance scheme of -
 - (i) £90,000; and
 - (ii) £600 for each scheme member.
- (c) an application charge (which was required to be paid under regulation 58(c)) set out in clause 4.4
- (d) an extension of approval charge (which was required to be paid under regulation 62(1)(c) of £110.

4.4 The application charge is

- (a) for an applicant who is a battery treatment operator
 - (i) if the applicant gives the undertaking mentioned in clause 4.5, £500 for each site in respect of which the application is made;
 - (ii) otherwise, £2,570 for each site in respect of which the application is made;
- (b) for an applicant who is an exporter
 - (i) if the applicant gives the undertaking mentioned in clause 4.5 of this clause, £500;
 - (ii) otherwise, £2,570.

4.5 the undertaking referred to in clause 4.4 is an undertaking, in respect of the relevant approval period, to

- (a) issue batteries evidence notes in respect of not more than 15 tonnes of waste portable batteries; and
- (b) accept not more than 150 tonnes of waste automotive and industrial batteries for treatment and recycling.

4.6 If an approved battery treatment operator or an approved batteries exporter

- (a) gives the undertaking;
- (b) pays the charge set out in clause 4.4(a)(i) or 4.4(b)(i) of this clause; and
- (c) subsequently exceeds either of the limits in respect of which the undertaking was given, that battery treatment operator or exporter is from the date the limit was exceeded liable to

pay us the balance of the charge which would have been payable had the undertaking not been given.

5 INCREASE IN CHARGES

- 5.1 Subject to clause 5.2, with effect from 1 April 2017 and on every anniversary thereof, SEPA may increase all charges and fees under the Scheme annually in line with increases in the Office for National Statistics measures of inflation as at 30 September in the immediately preceding year. Fees and charges shall be rounded up to the nearest pound sterling.
- 5.2 We reserve the right to vary the charges by more than the Office for National Statistics measures of inflation, but shall do so only following a full consultation exercise as set out in terms of the 1995 Act.

6. METHODS OF PAYMENT

- 6.1 Payment of a fee or charge shall not have been made until we are in receipt of cleared funds.
- 6.2 Subject to the terms of Clause 6.3, payment to us may be made by any of the following methods:
- (i) by cheque, made payable to "the Scottish Environment Protection Agency" and endorsed "A/C Payee only"; or
 - (ii) by BACS transfer, to the Royal Bank of Scotland, Sort Code: 83-34-00, Account No: 00137187, or such other sort code and account details as we may from time to time determine
 - (iii) by credit card or debit card and on completion of the appropriate form included with application forms/invoices
 - (iv) by cash
- 6.3 Payment by credit cards shall attract a variable surcharge. If banks impose a surcharge on us for the use of other facilities, such as accepting payment by debit card, this fee shall be passed on in full to you. Payment of the fee is not made until any additional fees are also paid in full.
- 6.4 It is your duty to ensure that we know that a payment has been made by BACS; that it has come from you and to which permit or application it relates.
- 6.5 We reserve the right to withdraw any method of payment and to introduce new methods of payment, all without notice.

7. LIABILITY TO PAY FEES AND CHARGES

7.1 The person or persons set out below shall be liable to pay the fees and charges payable under this Scheme:

- (a) for an application for a battery treatment facility, the person or persons making that application;
- (b) for the subsistence charge, the operator of a battery compliance scheme and a member of said compliance scheme, where the operator shall pay the greater or greatest charge as stated herein;
- (c) for all other matters, the person or persons upon whom the relevant notice is served.

8. TIME TO MAKE PAYMENT OF FEES AND CHARGES

8.1 Fees and charges payable under this Scheme shall be due and payable in full at the following times on or after 1 April 2016:

- (a) for fees relating to an application, on the making of the relevant application;
- (b) for subsistence charges, annually on 1 April; and
- (c) for all other fees and charges, on demand.

9. DECISIONS UNDER THE SCHEME

9.1 All acts in terms of the Scheme are delegated to the Chief Executive or such officer or officers as he may from time to time authorise. For the avoidance of doubt this includes anything to be assessed, agreed, determined, certified or otherwise decided upon by us.

IN WITNESS WHERE OF these presents typewritten on this and the preceding page are executed for and on behalf of SEPA by **Calum Sutherland MacDonald (subscribing his usual signature C MacDonald)**, Executive Director, at Stirling on the Thirtieth March, Two Thousand and Sixteen in the presence of Jane Dewar, Personal Assistant.
