

**EE.3.3 Recovered Paper Market**

**Recovered Paper Market – Specific Definitions**

Unless the contrary intention appears, the following terms used in this Part have the meanings given below:-

**“Accepted”** means, in relation to Loading Evidence and Shipping Evidence, means evidence of the loading and collection and/or shipping of RP the subject of a RP Market Transaction respectively in a form acceptable to t2e;

**“Anticipated Delivery Date”** means the date notified by the Seller to t2e in accordance with Rule EE.3.3.A.4.2;

**“Bill of Lading”** means a clean on-board (shipped) bill of lading issued by an international carrier of repute recording a date and place of shipment in accordance with the relevant Collected Contracted, identifying the Loads the subject of the Collected Contract only, covering the whole of the agreed transit, prohibiting transshipment and reasonably and readily fit to pass current in commerce;

**“CIF”** means on CIF (cost, insurance, freight) terms pursuant to the Incoterms;

**“Collected Contract”** means an RP Market Transaction, the terms of which oblige the Buyer to collect the RP from the Nominated Location;

**“Collection Date”** means the date on which the Buyer completes the collection of all of the RP the subject matter of a Collected Contract from the Collection Facility;

**“Collection Facility”** means the facility of the Selling Counterparty from which the Buyer is to collect the RP the subject of a Collected Contract;

**“Collection Time”** means the three hour time slot or slots on a given day(s) falling within the Collection Week agreed between the Buyer and the Seller during which the Buyer will arrange for the nominated transport type to collect RP, the subject matter of a Collected Contract, from the Collection Facility and the Seller shall load it;

**“Collection Week”** means, in relation to a Collected Contract (i) in the case of a RP Spot Contract the period of 7 calendar days commencing on the Trading Day following the Settlement Date and ending 7 calendar days later; and (ii) in the case of a RP Forward the Standard Calendar Week starting Monday finishing Sunday stated in that RP Forward Contract;

**“Deferred Settlement Date”** means, if Deferred Settlement Terms have been agreed, the date on which the Transaction Consideration is payable in accordance with the Deferred Settlement Terms. This date shall be the Trading Day after the agreed number of calendar days in the Deferred Settlement Terms have been added to the Settlement Date;

**“Deferred Settlement Terms”** means terms agreed or to be agreed between the Buying Counterparty and the Selling Counterparty in respect of deferred payment of the Transaction Consideration and any interest and/or fees due and payable under a RP Market Transaction (15 days; 30 days; or 45 days from Settlement Date);

**“Delivered Contract”** means an RP Market Transaction, the terms of which oblige the Seller to deliver the RP to the Delivery Destination;

**“Delivery Date”** means the date on which the RP the subject of a Delivered Contract is unloaded to the quay side at the Delivery Destination;

**“Delivery Evidence”** means both (a) Loading Evidence; and (b) Shipping Evidence;

**“Delivery Destination”** means the port or other place of delivery to which the Seller is to deliver or procure the delivery of the RP the subject matter of a Delivered Contract;

**“Delivery Week”** means in relation to a Delivered Contract (i) in the case of a RP Spot Contract the period of 7 calendar days commencing on the Trading Day following the Settlement Date and ending 7 calendar days later; and (ii) in the case of a RP Forward the Standard Calendar Week starting Monday finishing Sunday stated in that RP Forward Contract;

**“Exempt Broker”** means a body which is recognised by an Agency as exempt from registration in respect of dealing in waste or arranging for waste to be disposed of, recovered, imported or exported;

**“Final Destination”** means the destination at which the RP, the subject of a RP Market Transaction, is first unloaded (in the case of RP the subject of a Delivered Contract, such unloading being after its loading onto transport at the Delivery Destination and not, for the avoidance of doubt, its unloading to the quay side at the Delivery Destination) or if the load is sealed where that seal is broken other than if it is broken by a regulatory body at a location other than that to which the relevant RP was intended ultimately to be delivered;

**“Finally Determined”** means, in respect of any RP Dispute, either (a) the subject of a binding agreement between the Buying Counterparty and the Selling Counterparty to finally dispose of the subject matter of the RP Dispute; or (b) determined by an authority from which there is no further appeal;

**“Foreign Licensed Broker”** means a body which is registered with a regulatory authority acceptable to t2e outside the United Kingdom as a dealer in waste or as someone who arranges for waste to be disposed of, recovered, imported or exported;

**“Incoterms”** means the Incoterms® 2010 Rules published by the International Chamber of Commerce as in force as at the date of adoption of these Rules;

**“Letter of Credit”** means an irrevocable letter of credit or standby letter of credit issued by an international bank of standing approved by t2e in terms complying with the Letter of Credit Instruction and otherwise acceptable to t2e payable, in either case, upon sight of the Shipping Evidence relative to the RP the subject of the relevant Collected Contract;

**“Letter of Credit Instruction”** means instructions issued by t2e in respect of a letter of credit to be issued by the Buyer in the form set out in Appendix K;

**“Licensed Broker”** means a body which is registered by an Agency as a dealer in waste or as someone who arranges for waste to be disposed of, recovered, imported or exported;

**“Load”** means a quantity of RP capable of being transported in or on one of (a) a light standard container (20 tonnes); (b) a light high cube container (20 tonnes); (c) a standard container (24 tonnes); (d) a standard high cube container (24 tonnes) (e) a curtain sided trailer (23 tonnes); or (f) a walking floor trailer (23 tonnes);

**“Loading Date”** means the date on which RP the subject of a Delivered Contract is prepared as Load(s) for delivery to the port at which it is to be loaded on a vessel;

**“Loading Evidence”** means (a) evidence of the time and date of collection of the Load, for example, a loading ticket signed by a representative of the haulier or a Packing List or an Annex 7 to the Transfrontier Shipment of Waste Regulations 2007; (b) photographic evidence bearing an accurate date of the loading conditions and of the Load comprising, as a minimum, digital photographs of the surface on which the RP was stored and from which it was loaded, a half loading photograph and a full loading photograph (which must show the container or trailer number) and where relevant the container seals; and (c) an electronic weighbridge ticket dated the date of loading demonstrating the tonnage loaded;

**“Nominated Location”** means the location entered by the Buyer as the location which, in combination with the Road Miles, identifies the geographical area within which the Buyer wishes to purchase RP; it could be either one of the standard locations listed by t2e or the UK premises of the Buyer to which RP, the subject of a Collected Contract, is to be transported;

**“OCC”** means old corrugated cardboard conforming to the standard set out in Appendix F;

**“ONP”** means old newspaper and pamphlets conforming to the standard set out in Appendix F;

**“Post Inspection Notice”** means a notice from the Buying Counterparty to t2e containing the details prescribed by t2e from time to time notifying t2e that either (a) it is satisfied with the quantity and quality of the RP delivered to it pursuant to a RP Market Contract, or (b) it is dissatisfied with the quantity and/or the quality of RP delivered to it pursuant to a RP Market Contract and any financial adjustment requested;

**“Pre-delivery Dispute”** means an RP Dispute in respect of a matter other than as to the quality and quantity of the RP delivered to the Buyer;

**“Recovered Paper”** or **“RP”** means OCC or ONP;

**“Recovered Paper Market”** and **“RP Market”** mean the market in RP provided by t2e in accordance with these Rules;

**“Remittance Day”** means the day on which the Contract Proceeds due on a RP Contract are remitted by t2e to the Seller in the event that both Counterparties have fulfilled their obligations under the relevant RP Contract;

**“Road Miles”** means the number of miles by road from the Nominated Location to the Collection Facility as established by t2e in accordance with Rule EE.3.3.A.2;

**“RP Dispute”** means a dispute between Registered Counterparties in relation to a RP Market Contract including, without limitation, any dispute in relation to the quantity or quality of, or the collection, delivery, loading or transport (including timing and number of Road Miles) of, any Load;

**“RP Dispute Resolution Process”** means the dispute resolution process adopted by t2e from time to time, and set out in EE.3.3.A.5, for the resolution of RP Disputes;

**“RP Dispute Resolution Proposal”** means the Dispute Resolution Proposal issued by t2e in the form set out in Appendix I in response to the issue of a Post Inspection Notice by the Buyer or the raising of an RP Dispute by the Seller or, if no Post Inspection Notice has been received, 5 days after the deemed arrival of the RP at the Final Destination;

**“RP Dispute Final Determination Notice”** means the Notice issued by t2e in the form set out in Appendix J stating the final determination of any RP Dispute which will be a VAT invoice reflecting the adjustments to the Bond or Deposit as a consequence of the resolution of the RP Dispute;

**“RP Forward”** or **“RP Forward Contract”** means a standardised Forward Contract for RP of the type described in the Contract Specification at Rule [EE.3.3.C.1](#) which is registered by t2e;

**“RP Market Contract”** or **“RP Contract”** means a RP Spot Contract and/or a RP Forward;

**“RP Market Transaction”** means a Market Transaction in the RP Market;

“**RP Spot Contract**” means a standardised contract of the type for RP described in the Contract Specification at Rule [EE.3.3.B.1](#) which is registered by t2e;

“**Shipment**” means a quantity of RP forming a Load or number of Loads, the subject of a Delivered Contract loaded or to be loaded on a ship for delivery;

“**Shipping Evidence**” means (a) not less than two originals of a Bill of Lading demonstrating the loading of the RP the subject of a Delivered Contract on a vessel sailing to the Delivery Destination; (b) a valid policy of insurance in respect of the Shipment for its loss at sea in an amount equal to 110% of the value of the Shipment; (c) an invoice (in the form of a Transaction Confirmation issued by t2e) in respect of that RP; (d) an original packing list in respect of the relevant RP; and (e) such other documents as t2e shall notify to the Buyer and the Seller;

“**Shipping Date**” means, in relation to a Delivered Contract the date on which the RP the subject of a Delivered Contract is loaded on a vessel sailing to the Delivery Destination;

“**Unloading Evidence**” means the evidence complying with Rules EE.3.3.A.5.3 and EE.3.3.A.5.2 required to be produced by the Buyer to justify a claim against the Seller in the context of a RP Dispute being, in the case of a weight claim an electronic weighbridge ticket; and, in the case of a quality claim unloading photographs showing the container or vehicle registration number and date of unloading including the Load sealed if appropriate, full with the door half opened, partially unloaded and totally unloaded and/or moisture readings for the Load and/or each bale in the Load (if baled).

#### **EE.3.3.A.1 RP Spot Contracts and RP Forward Contracts – Introductory**

EE.3.3.A.1.1 The Contract Specifications for RP Market Contracts traded by t2e and all rules and procedures relating specifically to the trading and settlement of such Contracts are set out in this [Part EE.3.3](#) of the t2e Rulebook.

EE.3.3.A.1.2 The provisions set out in this [Part EE.3.3](#) have been adopted by t2e to govern the provision by it of specific trading facilities relating to RP Spot Contracts, RP Forward Contracts and the related deposit, collection, delivery, payment, dispute resolution and settlement arrangements.

EE.3.3.A.1.3 See also Rules [EE.2.3](#) and [EE.2.4](#) for t2e’s rules relating to t2e’s obligations and responsibilities in relation to matching Orders and Rules [EE.2.9](#) to [EE.2.20](#) relating to Registration and Settlement of Market Transactions.

EE.3.3.A.1.4 Participants should note that Spot and Forward Contracts are available for trading at t2e based on the following categories of RP:

Old Cardboard (OCC)  
Old Newspaper and Pamphlets (ONP)

in each case baled, loose or shredded and collected from a Collection Facility or delivered to a Delivery Destination.

The rights and obligations of Participants in relation to RP Market Contracts shall, subject always to the terms of this Part EE.3.3, be discharged in accordance with the Rules set out in [Part EE.2](#).

Participants should ensure, when giving instructions regarding an Order in relation to a RP, that they identify correctly the type of RP to which their Order relates and whether the RP is to be baled, loose or shredded.

EE.3.3.A.1.5 Subject to Rule EE.3.3.A.3.3 in relation to Deposits and Bonds, RP Market Transactions are settled upon delivery to t2e of Accepted Loading Evidence in respect of the amount of RP the subject of the relevant RP Market Contract duly loaded to form the Load(s) the subject of the relevant RP Market Transaction and, in the case of Delivered Contracts, Accepted Delivery Evidence in respect of the Shipment of such Load(s) against payment by the Buying Counterparty of the Settlement Amount in accordance with these Rules or, if Deferred Settlement Terms have been agreed, against the Buying Counterparty’s undertaking to pay in accordance with the Deferred Settlement Terms (which undertaking will be deemed given by the Buying Counterparty automatically upon a RP Contract being entered into and will become unconditional upon Loading Evidence or, in the case of Delivered Contracts, Delivery Evidence in respect of the relevant RP Market Contract being Accepted or being deemed to be Accepted pursuant to Rule EE.3.3.A.4.5) and RP Market Transactions are completed (subject to the RP Dispute Resolution Process) when the Contract Proceeds (less the Seller’s Deposit if any) are received by the Selling Counterparty or, if Deferred Settlement Terms have been agreed, upon payment of the Contract Proceeds in accordance with the Deferred Settlement Terms.

The obligations concerning the collection or delivery of the RP pursuant to a RP Forward or a RP Spot Contract and the associated payment obligations and all questions arising therefrom are the sole responsibility of the Registered Counterparties to the RP Contract in question.

EE.3.3.A.1.6 At any given time t2e will normally list RP Forward Contracts with Expiration Dates on the Tuesday of each of the next thirteen Standard Calendar Weeks.

EE.3.3.A.1.7 The Settlement Account for the purposes of RP Contracts is:-

Bank Name	Clydesdale Bank PLC
Sort Code	82-62-27
Account Name	The Environment Exchange RP Clearing Account
Account Number	50032767

EE.3.3.A.1.8 Any Participant which wishes to contract on Deferred Settlement Terms must (unless that Participant is a Buyer under Delivered Contracts only and has in place for all RP Contracts a Letter of Credit) provide to t2e in a form and for an amount (being not less than its then liability in respect of the aggregate Market Consideration of all RP Market Transactions entered into on Deferred Settlement Terms and which have not yet been completed and any unsatisfied liability in respect of RP Disputes) acceptable to t2e a Standby Letter of Credit or Bank Guarantee issued by a UK clearing bank in the form set out at Appendix G.

### EE.3.3.A.2 **RP Market – Participation Criteria**

EE.3.3.A.2.1 A Participant which wishes to trade RP Contracts shall be either:

- (i) a Licensed Broker;
- (ii) an Exempt Broker;
- (iii) a Foreign Licensed Broker;
- (iv) an Accredited Reprocessor or an Accredited Exporter;
- (v) a recovered paper mill;
- (vi) any other person, such as a paper merchant, who may lawfully deal in RP; or
- (vii) a Representative of any of the above.

EE.3.3.A.2.2 When registering as a Participant in the RP Market, a Participant shall notify to t2e the type of Load (container – standard or high cube, trailer - curtain sided or walking floor) and packing method (baled, loose or shredded) in which it will trade and will not, without the prior agreement of t2e, place or accept Orders in the RP Market for Loads other than those of the type so notified.

EE.3.3.A.2.3 In addition to those items specified in Rule EE.1.3.5 (but without prejudice to its generality) Participants in the RP Market shall provide to t2e:-

- (i) details (including the exact geographical location) of the facility or facilities operated by them from and/or to which RP will be collected and/or delivered;
  - (ii) details of the destination ports to which a Participant can deliver RP or to which the Participant would wish RP to be delivered;
  - (iii) such evidence as t2e requires with regard to the type(s) of Load(s) and packing methods the Participant is able to load/transport and unload;
  - (iv) details of the nearest weighbridge to each facility referred to at (i) above;
  - (v) details of the Participant's ability to provide Loading Evidence and/or as appropriate Unloading Evidence;
  - (vi) its preferred settlement method and, if that is Deferred Settlement Terms, its maximum desired settlement period;
  - (vii) whether it wishes to trade in spot or forward or all markets;
  - (viii) details of the bank or other financial institution which it anticipates will issue Letters of Credit on its behalf; and
  - (ix) details of the regulatory consents held by it and required for the import and/or export of RP,
- and shall forthwith notify t2e if there is any change to any of these details.

### EE.3.3.A.3 **RP Order Provisions and Deposits or Bonds**

EE.3.3.A.3.1 On placing and/or modifying an Order in the RP Market a Participant shall, in addition to the information specified in Rule EE.2.3.2 provide to t2e:-

- (i) confirmation of the type of RP the subject of the Order (OCC or ONP);
- (ii) whether the RP is baled and/or loose and/or shredded;

- (iii) the type of Load (standard container and/or high cube container and/or curtain sided trailer and/or walking floor trailer) the subject of the Order which, in the case of an Order to purchase, must be specific;
- (iv) whether, and if so which, Deferred Settlement Terms are acceptable to the Participant;
- (v) whether the Order is in respect of a Collected Contract or a Delivered Contract and, if an Order to sell under a Collected Contract, the location of the Collection Facility or, if an Order to sell under a Delivered Contract, the Delivery Destination(s) and the Delivery Week; and
- (vi) in the case of an Order to purchase under a Collected Contract, the Nominated Location and the maximum acceptable distance in units of 25 Road Miles between the Nominated Location and the Collection Facility and, in the case of an Order to purchase under a Delivered Contract, the Delivery Destination(s) and the Delivery Week,

which, where appropriate, shall conform to the details provided by the Participant to t2e in accordance with Rules EE.3.3.A.2.2 and EE.3.3.A.2.3 above.

EE.3.3.A.3.2 The Settlement Advice Notice issued by t2e in accordance with Rule EE.2.14.2 or EE.2.16.3 in respect of a Collected Contract will notify to the Counterparties the distance in Road Miles between the Nominated Location and the Collection Facility and, unless the Buying Counterparty disputes that distance by notifying t2e in writing of the dispute within 24 hours of the date of receipt of the Settlement Advice Notice, the mileage specified in the Transaction Confirmation Notice shall be definitive as to the distance between the Buyer's Nominated Location and the Collection Facility and may not thereafter be challenged under any circumstances. Any dispute as to the distance in Road Miles between the Collection Facility and the Nominated Location will be determined by t2e by reference to the shortest recommended route between the Collection Facility and the Nominated Location by reference to Bing maps or such alternative web based mapping system as t2e shall elect from time to time.

EE.3.3.A.3.3 Unless t2e has an arrangement with a Participant in terms of which t2e holds a Bond (Rule EE.2.10.6), a form of which is set out in Appendix H, in respect of that Participant's trading activity with t2e, a Deposit shall be payable on the Deposit Due Date by (i) in the case of a RP Forward Contract, both the Buying and Selling Counterparties; and (ii) in the case of a RP Spot Contract, the Buying Counterparty. In respect of a RP Spot Contract t2e shall, on the Payment Date, deduct from the Transaction Consideration prior to its dispatch to the Seller a sum equal to 10% of the Transaction Consideration by way of Deposit unless t2e holds a Bond. t2e may, at its discretion, make arrangements with Participants for the holding of rolling deposits and Bonds, but in no event shall the level of Deposit or Bond held by t2e fall below 10% of the aggregate value of all Transaction Considerations that are due for settlement in the next market in which the Participant has traded or that have not been completed to which the relevant Participant is a Counterparty at any time and any unsatisfied liability in respect of RP Disputes. Participants in respect of which Bonds are held shall ensure that the level of that Participant's Bond is at all times at that level and shall make payments to t2e accordingly.

EE.3.3.A.3.4 For the purpose of Rules EE.2.10.4 and EE.3.3.A.3.3, a RP Market Contact shall not be deemed to have completed until the earlier of (a) the date on which the Buying Counterparty confirms to t2e that it is satisfied with the Load(s) the subject of the relevant RP Market Contract; (b) assuming no RP Dispute has arisen, the date (i) in the case of a Collected Contract, falling 5 Trading Days after the date on which the RP is deemed to have arrived at the Final Destination and; (ii) in the case of a Delivered Contract, falling 14 Trading Days after the date on which the RP is deemed to have arrived at the Delivery Destination both in accordance with Rule EE.3.3.4.8; and (c) if a RP Dispute has arisen, the date falling 2 Trading Days after the date on which that RP Dispute is Finally Determined, and as appropriate the Bonds or Deposits have been adjusted and, together with any interest accrued, been returned to both Counterparties to the RP Contract. For the avoidance of doubt t2e shall not be obliged to withhold any funds held by it pending resolution of a RP Dispute other than the Deposit held in connection with that RP Contract or the relevant Counterparty's Bond (if any).

#### EE.3.3.A.4 **RP Delivery Procedures and RP Disputes**

EE.3.3.A.4.1 When despatching a Buyer's Transaction Confirmation notice in respect of a Delivered Contract, t2e will notify the Buyer of the terms to be included in a Letter of Credit by means of a Letter of Credit Instruction and the Buyer will (unless t2e holds a standby letter of credit in respect of all of that Buyer's obligations at t2e) arrange for its bank to issue to t2e a Letter of Credit on the Settlement Date.

EE.3.3.A.4.2 Upon receipt of the Settlement Advice Notice, the Buyer shall, in the case of a Collected Contract, contact the Seller and the Seller and the Buyer will arrange a Collection Time for each Load, being a period not exceeding 3 hours on a specific day falling in the Collection Week, during which the Buyer will collect the RP from the Collection Facility and the Buyer and Seller must notify to t2e by fax or e-mail that time and date within 24 hours of it being agreed and, in any event, in advance of the earliest Collection Time. The Buyer and Seller may by mutual agreement: (a) arrange the Collection Time before or after the Collection Week; and (b) vary the Collection Time subsequent to initial agreement between Counterparties so long as the variation occurs prior to the previously planned Collection Time otherwise a RP Dispute will arise. Any such variations must be notified to t2e within 24 hours of its being agreed. In the event that Loads are collected on more than one calendar day the final day shall be the Collection Date. In the case of a Delivered Contract, upon receipt of the Settlement Advice Notice the Seller shall make arrangements to deliver the Load(s) by sea to the Delivery Destination and will notify t2e of the arrangements made and of

the anticipated date of arrival of the RP at the Delivery Destination, which must be no later than last Trading Day of the Delivery Week. The Buyer and Seller may by mutual agreement: arrange a variation to the Anticipated Delivery Date provided it is no later than the last Trading Day of the Delivery Week. Any such variations must be notified to t2e within 24 hours of its being agreed.

EE.3.3.A.4.3 In the case of a Collected Contract, during the Collection Time the Buyer will collect the RP from the Collection Facility specified in the Transaction Confirmation Notice and the Seller will make the RP available for collection at the Collection Facility and load the RP on the Buyer's transport in the Load form specified in the Transaction Confirmation Notice. If the Seller does not make the RP available for collection during the Collection Time or is unable to load Loads of the type specified in the Transaction Confirmation Notice or, in the case of a Delivered Contract, if the RP does not arrive at the Delivery Destination on the Anticipated Delivery Date or if any other issues arise in connection with loading, the Buyer may notify t2e of a Pre-delivery Dispute. If the Buyer does not collect the RP during the Collection Time or provides an inappropriate vehicle for carrying loads of the type of Load specified in the Transaction Confirmation Notice or if any other issues arise in connection with loading, the Seller may notify t2e of a Pre-delivery Dispute. A Pre-delivery Dispute must be notified to t2e in writing no later than 2 Trading Days after the Collection Time or in the case of failure to deliver RP to the Delivery Destination by the Anticipated Delivery Date within 2 days of the Anticipated Delivery Date and no Pre-delivery Dispute may be raised after that time. The notification of a Pre-delivery Dispute must be supported with a report that details the nature and value of the matter giving rise to the dispute and any supporting evidence. Any Pre-delivery Dispute will be dealt with in accordance with Rules EE.3.3.A.5.4 to EE.3.3.A.7 below.

EE.3.3.A.4.4 In the case of both a Collected Contract and a Delivered Contract, the Seller shall, during and upon completion of the collection or preparation for delivery of each Load, compile Loading Evidence. The Seller must procure that all photographs forming part of the Loading Evidence bear an accurate digital date which must be the date of loading and clearly identify the trailer or container number.

EE.3.3.A.4.5 The following shall be terms of each RP Market Transaction:-

(a) In the case of a Collected Contract:-

- (i) Title to the RP shall pass to the Buying Counterparty upon Collection of the RP.
- (ii) Settlement of the Collected Contract by the Seller and the Buyer will be authorised in accordance with Rule EE.3.3.A.4.6.
- (iii) Collection and physical delivery of the RP will be completed on the completion of loading of the RP at the Collection Facility.
- (iv) The Buying Counterparty warrants (a) that the Load type will be as agreed in the Transaction Confirmation Notice; (b) that the Buying Counterparty or its haulier will arrive at the Collection Facility at the Collection Time agreed between the Counterparties with an appropriate vehicle; and (c) that the Buying Counterparty is buying the relevant RP on behalf of a recovered paper mill that meets all regulatory standards applicable in the European Union or broadly equivalent standards applying in the jurisdiction in which the relevant paper mill is situated and that is has taken reasonable care to verify that those standards are met.
- (v) The Selling Counterparty warrants that the RP will, as at the date on which the Purchasing Counterparty intimates whether or not it is satisfied with the quality of RP (or is deemed to have so intimated) all in accordance with Rule EE.3.3.A.4.7, conform in terms of type, quality and quantity to the Order placed by the Selling Counterparty and the Selling Counterparty shall be responsible for any legal consequences of failure to comply with this warranty. By specifying the type(s) of Load in an Order, the Seller warrants its ability to load Loads of that type at the Collection Facility.
- (vi) Risk of damage to, or destruction of, the RP other than as a result of its natural deterioration shall pass to the Buying Counterparty on collection; risk of deterioration in the quality of the RP (other than deterioration arising as a result of the Buying Counterparty's acts or omissions) shall remain with the Selling Counterparty until unloading of the RP at the Final Destination. In the event that either the Load is not unloaded within 5 Trading Days of arrival at the Final Destination or within 50 Trading Days of the Collection Time then the risk of deterioration in the quality of the RP will transfer to the Buyer.
- (vii) Where Deferred Settlement Terms are agreed the Buying Counterparty shall pay to the Selling Counterparty interest at the rate specified for Late Payment in Rule EE.3.3.D.2 from the Settlement Date until payment of the Settlement Amount in full.

(b) In the case of a Delivered Contract:-

- (i) The Delivered Contract will be concluded on CIF ex quay terms (duties for buyer's account) subject always to the terms of these Rules.
- (ii) Settlement of the Delivered Contract by the Seller and the Buyer will be authorised in accordance with Rule EE.3.3.A.4.6.

- (iii) The Buying Counterparty warrants that the Buying Counterparty is buying the relevant RP on behalf of a recovered paper mill that meets all regulatory standards applicable in the jurisdiction in which the relevant paper mill is situated and that it has taken reasonable care to verify that those standards are met.
- (iv) The Selling Counterparty warrants that the RP will, as at the date on which the Buying Counterparty intimates whether or not it is satisfied with the quality of RP (or is deemed to have so intimated) all in accordance with Rule EE.3.3.A.4.7, conform in terms of type, quality and quantity to the Order placed by the Selling Counterparty and the Selling Counterparty shall be responsible for any legal consequences of failure to comply with this warranty. By specifying the type(s) of Load in an Order, the Seller warrants its ability to deliver Loads of that type to the Delivery Destination.
- (v) [Risk of damage to, or destruction of, the RP other than as a result of its natural deterioration shall pass to the Buying Counterparty on delivery to the Delivery Destination; risk of deterioration in the quality of the RP (other than deterioration arising as a result of the Buying Counterparty's acts or omissions) shall remain with the Selling Counterparty until unloading of the RP at the Final Destination. In the event that either the Load is not unloaded within 5 Trading Days of arrival at the Final Destination or within 14 Trading Days of the Delivery Date then the risk of deterioration in the quality of the RP will transfer to the Buyer.]
- (vi) Where Deferred Settlement Terms are agreed the Buying Counterparty shall pay to the Selling Counterparty interest at the rate specified for Late Payment in Rule EE.3.3.D.2 from the Settlement Date until payment of the Settlement Amount in full.

For the avoidance of doubt responsibility for compliance with all laws and regulations relevant to the buying, selling, transportation, recycling and recovery of RP lies with the Counterparties and t2e shall have no responsibility for any failure by either the Seller or the Buyer to comply with The Transfrontier Shipment of Waste Regulations 2007 or any other law or regulation affecting the Buyer or the Seller.

EE.3.3.A.4.6 In relation to Collected Contracts, within 24 hours of each Collection Time, the Seller will fax or email to t2e and the Buyer the Loading Evidence for each Load. t2e will, in accordance with Rule [EE.2.11.3](#), review the Loading Evidence. If either, (a) t2e indicates that the Loading Evidence is Accepted; or (b) t2e does not indicate otherwise within one Trading Day of receipt of the Loading Evidence, the Seller may assume the Loading Evidence is Accepted and, in the case of a Collected Contract, t2e will authorise payment to the Seller and, if no Deferred Settlement Terms have been agreed, will pay the Contract Proceeds to the Seller under deduction of the Seller's Deposit. If Deferred Settlement Terms have been agreed, t2e will notify the Buyer that the Loading Evidence is Accepted and the Buyer will become obliged to pay the Contract Proceeds together with interest to the Seller (through t2e) in accordance with the Deferred Settlement Terms. For the avoidance of doubt the fact that Loading Evidence is Accepted or deemed to be Accepted shall not affect the ability of a Counterparty to subsequently raise a RP Dispute in respect of the quality and/or quantity of the relevant RP and/or any other matter in accordance with Rules EE.3.3.A.4.3, EE.3.A.4.8 and EE.3.A.4.9.

EE.3.3.A.4.7 In relation to a Delivered Contracts (i) within 24 hours of the later of the Transaction Date and the Loading Date the Seller will fax or email to t2e the Loading Evidence for each Load; and (ii) within 24 hours of the later of the Transaction Date and the Shipping Date, the Seller will deliver to t2e the Shipping Evidence for each Load. t2e will, in accordance with Rule [EE.2.11.3](#), review the Loading Evidence and the Shipping Evidence. If either, (a) t2e indicates that the Loading Evidence and the Shipping Evidence is Accepted; or (b) t2e does not indicate otherwise within one Trading Day of receipt of the Loading Evidence and the Shipping Evidence, the Seller may assume the Loading Evidence and the Shipping Evidence is (in so far as ten exhibited to t2e) Accepted. Within 24 hours of unloading of the RP at the Delivery Destination the Seller will fax or email to t2e and the Buyer the final copy of the Bill of Lading for each Shipment. If either, (a) t2e indicates that the completed Shipping Evidence is Accepted; or (b) t2e does not indicate otherwise within one Trading Day of receipt of the completed Shipping Evidence, the Seller may assume the Shipping Evidence is Accepted and t2e will authorise payment to the Seller and, if no Deferred Settlement Terms have been agreed, will pay the Contract Proceeds to the Seller under deduction of the Seller's Deposit. If Deferred Settlement Terms have been agreed, t2e will notify the Buyer that the Loading Evidence is Accepted and the Buyer will become obliged to pay the Contract Proceeds together with interest to the Seller (through t2e) in accordance with the Deferred Settlement Term. For the avoidance of doubt the fact that Loading Evidence or Shipping Evidence is Accepted or deemed to be Accepted shall not affect the ability of a Counterparty to subsequently raise a RP Dispute in respect of the quality and/or quantity of the relevant RP and/or any other matter in accordance with Rules EE.3.3.A.4.3, EE.3.3.A.4.8 and EE.3.A.4.9.

EE.3.3.A.4.8 The Buyer will, in the case of a Collected Contract, not later than the date falling 5 Trading Days after the date of arrival of the Load at the Final Destination and, in the case of a Delivered Contract not less than 14 days after the date of arrival of the Shipment at the Delivery Destination, issue to t2e a Post Inspection Notice copied to the Seller intimating whether or not it is satisfied with the quantity and quality of RP collected by it and any other matter relating to the performance of the RP Market Contract in question, and if it is not so satisfied the reasons for that. If a Post Inspection Notice has not been delivered to t2e within said 5 or 14 day period the Seller will be deemed to have delivered to the Buyer RP which conforms in all respects with the Buyer's Order and the Buyer shall have no further claim against either the Seller or t2e in respect of that Market Contract. For the purposes of determining the arrival date of the relevant Load at the Final Destination, unless otherwise notified to t2e and verified by the Buyer to t2e's satisfaction: (a) if the Final Destination is within the UK, it will be deemed to have arrived on the date of collection from the

Collection Facility, (b) if the Final Destination is within the EU, it will be deemed to have arrived on the next calendar day after the date of collection from the Collection Facility (c) if the Final Destination involves shipping outside the EU it will be deemed to have arrived on 59 calendar days after the date of loading of the Shipment on a vessel sailing to the Delivery Destination.

EE.3.3.A.4.9 If the Buyer indicates in a Post Inspection Notice, issued, in the case of a Collected Contract, no later than the date falling 5 Trading Days after the date of arrival of the Load at the Final Destination and issued in the case of a Delivered Contract no later than the date falling 14 days after the Delivery Date, that it is dissatisfied with the quality or quantity of the RP collected by or delivered to it, a RP Dispute will be deemed to have arisen and the RP Dispute Resolution Process will apply. Where a RP Dispute has arisen the Buying Counterparty will either (i) both store the RP, the subject matter of the disputed RP Market Contract, in dry conditions and allow access for its inspection by or on behalf of t2e or the Seller within 5 Trading Days of notification of the RP Dispute or so long as the Dispute continues whichever is the longer; or (ii), in the case of a Collected Contract only, return it back to the Collection Facility for inspection. If the Buyer opts for the latter the Seller will only be responsible for the transport costs in the event that he accepts the cause of Dispute or it is so resolved by t2e or an independent arbiter appointed by t2e. If the load is returned to the Collection Facility and the Seller accepts the Dispute, the Seller must as soon as practicable and no later than 5 Trading Days supply a replacement load for collection and must notify t2e of the Collection Time once that is agreed between the Buyer and the Seller.

A Buyer must substantiate any RP Dispute with Unloading Evidence.

### EE.3.3.A.5 RP Dispute Resolution Process

EE.3.3.A.5.1 If the Buyer indicates in a Post Inspection Notice that it is dissatisfied with the quality or quantity of the RP this must be supported with a report that details the nature and value of the dissatisfaction and Unloading Evidence. On receipt of the Post Inspection Notice from the Buyer, t2e will immediately advise the Seller of the dissatisfaction and enclose a copy of the Post Inspection Notice and Unloading Evidence.

The Post Inspection Notice from the Buyer must advise for each Load:

- (i) that the RP is of totally the wrong grade of RP or is so excessively contaminated that it is unusable and is in consequence rejected;
- (ii) that the RP is not of the required quality but could still be used subject to a financial adjustment;
- (iii) that the RP is not of the required quantity but could still be used subject to a financial adjustment;
- (iv) the financial adjustment requested; and/or
- (v) that the RP s the required quality and quantity.

EE.3.3.A.5.2 In the event of (i) and (ii) above, the Buyer's report must give the precise nature of the complaint, detailing the types of material defects together with the number of bales or tonnage of the Load or Shipment that this applies to, and be supported with photographs adequate to evidence the cause of rejection or downgrade. Photographic evidence of all bales that are sub-standard must be provided.

In the case of material loaded on curtain-sided or walking floor trailers the photographs should be of the material still loaded on the trailer and at the time of unloading. If the material was loaded into a shipping container, the photographs must be taken of each bale in respect of which the claim is made at the time of unloading so that the container number on the inside of the container shows clearly in each photograph. These measures are critical in order to avoid claims by the Seller that the material is from another source supplier.

Where the claim is made in respect of excess moisture, the Buyer must set out the method used to determine the level of excess moisture together with full details of each reading taken which must be taken at the time of unloading.

It should be noted that RP Disputes are only relevant to the total Load or Shipment **not** individual parts of that Load or Shipment.

EE.3.3.A.5.3 In the event of (iii) above, the Post Inspection Notice must be supported with suitable evidence such as copies of printed, signed weighbridge tickets for each Load. Hand-written weighbridge tickets are not acceptable. The Seller's weighbridge ticket may be submitted as evidence in respect of a counter statement. Weight claims will be agreed on the average weight of all Loads comprised within the relevant RP Contract. So long as the average weight of the Loads within the relevant RP Contract varies by less than 4% from the anticipated weight of the Load, claims will be limited to a per tonne adjustment to the Transaction Consideration for the average tonnage variation per Load. Where the average weight of the Loads varies by more than 4% but less than 10%, a transport cost claim to cover the cost of replacement transport will be added. It will be no greater than 33.3% of the Transaction Consideration and will be calculated by use of the following formula:-



$((1 - \text{actual weight of Load} \div \text{weight of a standard full Load}) - 1) \times \text{the vouched cost of transport incurred by the Buyer.}$

No Load may be heavier than the legal vehicle or container load limit for the United Kingdom. If the average weight of the relevant RP Contract varies by more than 10% from the contracted weight the Buyer may put the Contract into Default in which case the disciplinary measures in Rule EE.1.1.8 will apply and for the avoidance of doubt t2e shall have no obligation to pay to the Seller the Contract Proceeds until the resultant RP Dispute is resolved.

EE.3.3.A.5.4 In respect of any RP Dispute, the Buyer or Seller must provide a schedule which sets out in detail the financial adjustment being sought from the Counterparty. Agreement to release or use of the RP must be reached between the Counterparties through t2e before the rejected or downgraded RP is respectively either released or used by the Buyer.

EE.3.3.A.5.5 On notification of a RP Dispute the Counterparty must acknowledge its receipt and respond with a counter-statement, if relevant, in writing within 2 Trading Days. The Counterparty will have a further 2 Trading Days to respond to the counter statement.

The possible outcomes of a RP Dispute are:

- (i) The Buyer or Seller accepts the claim – Buyer or Seller advises t2e within 2 Trading Days. Funds deducted from Bond or Deposit as appropriate. Adjusted Deposits paid to Buyer and Seller.
- (ii) The Buyer or Seller withdraws the claim – Buyer or Seller advises t2e within 2 Trading Days. No funds deducted from Bond or Deposit as appropriate. Deposits returned to Buyer and Seller.
- (iii) The Seller and Buyer reach a compromise agreement – joint advice to t2e from Buyer and Seller within 2 Trading Days. Funds deducted from Bond or Deposit as appropriate. Adjusted Deposits paid to Buyer and Seller.
- (iv) Failure to reach agreement. RP Dispute referred to arbitration.

EE.3.3.A.5.6 Within 5 Trading Days of receipt of the Post Inspection Notice or if such Notice is not received, in the case of a Collected Contract within 5 Trading Days after the deemed date of arrival of the RP at the Final Destination and in the case of a Delivered Contract within 14 days of the deemed date of arrival at the Delivery Destination (EE.3.3.A.4.8), t2e will issue a RP Dispute Resolution Proposal to both Buyer and Seller for both quality and quantity and in respect of any Pre-delivery Dispute raised in respect of the relevant Contract. Both Counterparties will have 2 Trading Days to accept or otherwise this proposal. In the absence of any response, the RP Dispute Resolution Proposal will be deemed accepted and a RP Dispute Final Determination Notice will be issued, adjustments to Bonds or Deposits made as determined and Deposits, adjusted as appropriate, returned within 2 subsequent Trading Days. For the avoidance of doubt no further RP Dispute may be raised in respect of the relevant Contract after the date falling 2 Trading Days after the date on which t2e issues a RP Dispute Resolution Proposal.

EE.3.3.A.5.7 In the event that a RP Dispute is not resolved by agreement between the Counterparties within 5 Trading Days of the issue by t2e of a RP Dispute Resolution Proposal, t2e may appoint an independent arbiter to settle the RP Dispute. The independent arbiter will be asked to rule on the matters referred to him within 5 days. Once appointed both parties must accept the nominated arbiter and also accept that the decision of the arbiter will be final and binding on both parties. The costs of arbitration will be apportioned by the arbiter as he thinks fit in light of the outcome of the arbitration. Subject to the foregoing, the provisions of Rule EE.1.16.1 shall apply to arbitration pursuant to this Rule.

#### EE.3.3.B.1 Contract Specification: RP Spot Contracts

Type of Contract	Standard Spot Contracts for the immediate sale and purchase of the RP specified by the Counterparties with payment on the Settlement Date, as agreed, against delivery of Loading Evidence and, in the case of Delivered Contracts in addition, Shipping Evidence.
Price Quotation	£ per metric tonne
Minimum Price Movement	£ 0.05 per metric tonne.
Deposit	10% of the Transaction Consideration for the RP Market Contract in question payable by both Buyer and Seller.
Minimum Contract Size	1 Load.
Trading of RP Spot Contracts	Participants will be able to place Orders in a Spot Contract for RP during the Trading Hours for such Contracts.

Delivery	Delivery of the Accepted Loading Evidence or, in the case of Delivered Contracts, Delivery Evidence in respect of the RP Spot Contract against payment of, or agreement by the Buyer to pay, the Settlement Amount represented by such Registered Contract in accordance with Rules <a href="#">EE.2.11</a> to <a href="#">EE.2.14</a> .
Deliverable	Accepted Loading Evidence or, in the case of Delivered Contracts, Delivery Evidence in respect of the RP specified in the Transaction Confirmation Notice relative to the Registered Contracts in question.
Settlement Date	The third Trading Day following the Transaction Date. If Deferred Settlement Terms have been agreed the Deferred Settlement Date is calculated in calendar days from the Settlement Date.
Collection Week	Running for seven calendar days starting on the first Trading Day following the Settlement Date in respect of Collected Contracts.
Collection Date	The final day on which, by mutual agreement between the Counterparties to a Collected Contract, Loads in respect of the relevant Collected Contract are collected from the Collection Facility or in the event that Collection Times are not notified to t2e the last Trading Day of the Collection Week.
Loading Date	The date on which RP the subject of a Delivered Contract is prepared as Load(s) for delivery to the port at which it is to be loaded on a vessel.
Shipping Date	the date on which the RP the subject of a Delivered Contract is loaded on a vessel sailing to the Delivery Destination.
Delivery Date	The date on which the Shipment is unloaded on to the quay side at the Delivery Destination.
Settlement	Payment of the Settlement Amount against delivery of, in the case of a Collected Contract, Loading Evidence and, in the case of a Delivered Contract, Delivery Evidence shall occur in accordance with t2e's instructions pursuant to Rules <a href="#">EE.2.11</a> to <a href="#">EE.2.14</a> .
Trading Hours	Normally between 10.00 a.m. and 4.00 p.m. Edinburgh time

### **EE.3.3.B.2 Delivery Cycle: RP Spot Contracts**

EE.3.3.B.2.1 The following summarises, in Terms of Trading Days, the transaction and delivery timetable for RP Spot Contracts unless Deferred Settlement Terms have been agreed:

T	<b>Transaction Date</b> – the date on which the Market Transaction is executed. Faxed confirmation of transaction issued by no later than 17:00.
T+1	Date funds available for transfer to t2e and/or Letter of Credit facility in place with bank.
T+3	<b>Deposit Due Date and Settlement Date</b> – Unless Bond to meet the requirements of EE.3.3.4.2 is in place Deposit and Settlement Amount due from Buyer. Cleared funds or Letter of Credit received at t2e by no later than 12.00. Settlement Advice Notice sent by no later than 17:00 to both Counterparties advising them to contact each other to arrange a Collection Time for each Load or to make delivery arrangements for each Shipment.

#### Collected Contract

Normally starts

T+4	<b>Collection Week</b> – A period of 7 calendar days within which falls the Collection Time(s) when (unless otherwise instructed by t2e or by mutual agreement between the counter-parties) RP is collected from Collection Facility
C	<b>Collection Date</b> – the final day that RP is collected from the Collection Facility. In the event this is not notified to t2e the final Trading day of the Collection Week.
C + 1	<b>Remittance Date</b> – Loading Evidence faxed or emailed to t2e. Contract Proceeds sent by BACS to Seller after deduction of the Seller's Deposit. Remittance advice faxed to Seller.
C + 5 to C + 50	<b>Deposit Return Day</b> – Assuming no RP Dispute has arisen, Deposit returned to Buyer and Seller subject to any RP Dispute Resolution. Remittance advice faxed to both counterparties showing, as appropriate, deductions or additions to Deposit consequence of any RP Dispute.

#### Delivered Contract

L	<b>Loading Date</b> – the date the Loads forming part of the Shipment are loaded for delivery to the port at which they will be loaded on a vessel.
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S	<b>Shipping Date</b> – the date when the Shipment is loaded on a vessel sailing to the Delivery Destination.
D	<b>Delivery Date</b> – the date that RP is unloaded to the quay side at the Delivery Destination. In the event this is not notified to t2e the final Trading day of the Delivery Week.
D + 1	<b>Remittance Date</b> – Completed Delivery Evidence faxed or emailed to t2e. Letter of Credit called (as appropriate). Contract Proceeds sent by BACS to Seller after deduction of the Seller's Deposit. Remittance advice faxed to Seller.
D + 14	<b>Deposit Return Day</b> – Assuming no RP Dispute has arisen, Deposit returned to Buyer and Seller subject to any RP Dispute Resolution. Remittance advice faxed to both counterparties showing, as appropriate, deductions or additions to Deposit consequence of any RP Dispute.

In the event that Deferred Settlement Terms are agreed the Deposit Due Date, the issue of the Settlement Advice Notice, the Collection Week, the arrangement of Collection Time(s), the provision of Loading Evidence and the raising of any RP Dispute stay the same as in this delivery timetable. The Settlement Date and the Remittance Date as appropriate are deferred by the period agreed in the Deferred Settlement Terms.

### EE.3.3.C.1 Contract Specification: RP Forwards

Type of Contract	Standard Forward Contracts for the sale and purchase of the RP specified by the Counterparties with payment on the Settlement Date against delivery of Loading Evidence and, in the case of Delivered Contracts in addition, Shipping Evidence.
Price Quotation	£ per metric tonne.
Minimum Price Movement	£ 0.05 per metric tonne
Deposit	10% of the Transaction Consideration for the Forward Contract in question payable by Buying Counterparty and Selling Counterparty.
Minimum Contract Size	1 Load
Expiration Date Contract's designation.	The Tuesday of the week preceding the Collection Week or Delivery Week indicated in the Contract's designation.
Collection Week	The week indicated in the Contract's designation running for seven calendar days starting on Monday.
Collection Year	The year indicated in the Contract's designation.
Collection Date	The final day on which, by mutual agreement between the Counterparties, Loads in respect of the relevant RP Market Contract are collected from the Collection Facility or in the event that Collection Times are not notified to t2e the last Trading Day of the Collection Week.
Loading Date	The date on which RP the subject of a Delivered Contract is prepared as Load(s) for delivery to the port at which it is to be loaded on a vessel.
Delivery Date	The date on which the Shipment is unloaded to the quay side at the Delivery Destination.
Market End Date	Expiration Date
Last Trading Day	The day prior to Expiration Date or if that is not a Trading Day the previous Trading Day.
Trading of RP Forwards	RP Forwards will be quoted for trading by t2e in accordance with Rule <a href="#">EE.3.1.C.2</a> .
Market Start Date	Expiration Date of the contract which expired 13 Standard Calendar Weeks prior to the Collection Week or Delivery Week nominated in the contract.
First Listing Day	Market Start Date or if that is not a Trading Day the next Trading Day.
Delivery	A RP Forward is settled by delivery of Accepted Loading Evidence or, in the case of Delivered Contracts, Delivery Evidence in respect of the RP Forward against payment of the Settlement Amount represented by such Contract in accordance with Rules <a href="#">EE.2.16</a> .
Deliverable	Accepted Loading Evidence or, in the case of Delivered Contracts, Delivery Evidence in respect of the RP specified in the Transaction Confirmation Notice issued by t2e relative to the Registered Contracts in question.
Settlement Date	The third Trading Day following the Expiration Date.

Settlement	Payment of the Settlement Amount against delivery of Loading Evidence and, in the case of Delivered Contracts, Delivery Evidence shall occur in accordance with t2e's instructions pursuant to Rules <a href="#">EE.2.15</a> and <a href="#">EE.2.16</a> .
Shipping Date	the date on which the RP the subject of a Delivered Contract is loaded on a vessel sailing to the Delivery Destination.
Trading Hours	Normally between 10.00 a.m. and 4.00 p.m. Edinburgh time on each Trading Day.

### EE.3.3.C.2 Trading of RP Forwards

EE.3.3.C.2.1	t2e shall admit RP Forwards to trading in accordance with the following provisions of this Rule <a href="#">EE.3.3.C.2</a> .
EE.3.3.C.2.2	The Expiration Date for a RP Forward shall be the Tuesday of each of the next 13 Standard Calendar Weeks and shall be designated by the number of the Collection Week or Delivery Week((YYYY) W01-52/53).  The Expiration Year shall be designated by a four-digit number (YYYY) appearing before the designation of the Expiration Date for the Contract.
EE.3.3.C.2.3	Accordingly on the first Trading Day following the last Trading Day for a RP Forward Series, t2e will normally permit Participants to trade RP Forwards having an Expiration Date in the next 13 consecutive Standard Calendar Weeks.  t2e may depart from its normal arrangements for the trading of RP Forwards if it considers that such action is appropriate in the circumstances. t2e will inform t2e Participants of any such eventuality.

### 1 EE.3.3.C.3 Delivery Cycle: RP Forwards

EE.3.3.C.3.1	The following summarises, in terms of Trading Days, the transaction and delivery timetable for RP Forward Contracts, unless Deferred Settlement Terms have been agreed:
T	<b>Transaction Date</b> – date on which the Market Transaction is executed on the exchange. Faxed confirmation of the transaction will be issued by no later than 17:00
T+1	<b>Deposit Delivery Day</b> – Deposit (10%) funds available for transfer to t2e or Bond to the value stated in EE.3.3.A.4.2 is in place.
T+3	<b>Deposit Due Date</b> – Deposits due from both Buyer and Seller. Cleared funds received at t2e by no later than 12.00.
	<b>Warning Order Day</b> Summary of Traded Contracts faxed – Friday preceding the Expiration Date.
	<b>Expiration Date (E)</b> Contract Expiration Notice issued by fax by no later than one hour after close for the Contract(s) in question. VAT Point.
E +3	<b>Settlement Date</b> – Cleared funds or Letter of Credit received at t2e by no later than 12.00. Settlement Advice Notice sent by no later than 17:00 to both Counterparties advising them to contact each other to arrange a Collection Time or to make delivery arrangements for each Shipment.

#### Collected Contracts

Normally starts

E+4	<b>Collection Week</b> – A period of 7 calendar days running from Monday to Sunday as nominated in the contract within which falls the Collection Time(s) (unless otherwise instructed by t2e or by mutual agreement between the counter-parties) RP Collected from Collection Facility
C	<b>Collection Date</b> - the day the final Load of RP is collected from the Collection Facility
C + 1	<b>Remittance Date</b> – Final Loading Evidence faxed or emailed to t2e by 12.00. Contract Proceeds sent by BACS to Seller. Remittance advice faxed to Seller.
C + 5 to CD + 50	<b>Deposit Return Day</b> – Assuming no RP Dispute has arisen, Deposit returned to Buyer and Seller subject to any RP Dispute. Remittance advice faxed to both counterparties showing, as appropriate, deductions or additions to Deposit consequence of any RP Dispute.

#### Delivered Contract

L	<b>Loading Date</b> – the date the Loads forming part of the Shipment are loaded for delivery to the port at which they will be loaded on a vessel.
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- S **Shipping Date** – the date when the Shipment is loaded on a vessel sailing to the Delivery Destination.
- D **Delivery Date**– the date that RP is unloaded to the quay side at the Delivery Destination. In the event this is not notified to t2e the final Trading day of the Delivery Week.
- D + 1 **Remittance Date** – Completed Delivery Evidence faxed or emailed to t2e. Letter of Credit called (as appropriate). Contract Proceeds sent by BACS to Seller after deduction of the Seller's Deposit. Remittance advice faxed to Seller.
- D + 14 **Deposit Return Day** – Assuming no RP Dispute has arisen, Deposit returned to Buyer and Seller subject to any RP Dispute Resolution. Remittance advice faxed to both counterparties showing, as appropriate, deductions or additions to Deposit consequence of any RP Dispute.

In the event that Deferred Settlement Terms are agreed the Deposit Due Date, the issue of the Settlement Advice Notice, The Collection Week, the arrangement of Collection Time(s), the provision of Loading Evidence and the raising of any RP Dispute stay the same as in this delivery timetable. The Settlement Date and the Remittance Date as appropriate are deferred by the period agreed in the terms.

### EE.3.3.D RP Market Fees and Interest Rates

EE.3.3.D.1 The following fees will be payable in relation to the RP Market:-

Rule	Nature of Fee	Amount
		Collected Contracts
	Delivered Contracts	
<a href="#">EE.1.3.4</a>	Annual Participation Fee Nil	£1,000.00
<a href="#">EE.1.7</a>	Trading Fee: RPs at £5 per tonne or above \$1.00 per RP tonne <sup>2</sup> RPs at less than £5 per tonne <sup>1</sup>	£0.50 per RP tonne £0.25 per RP tonne
<a href="#">EE.2.18.2</a>	Issue of Late Delivery or Settlement Warning Notice, Late Delivery or Settlement Letter or Certificate of Failed Delivery or Settlement £25.00 per item	£25.00 per item
EE.3.3.A.5.6	Costs of arbitration £300.00 per day  plus all relevant  expenses	£300.00 per day  plus all relevant  expenses

<sup>1</sup>A minimum trading fee of £10.00 shall apply to trades in RP Collected Contracts.

<sup>2</sup>A minimum trading fee of \$25.00 shall apply to trades in RP Delivered Contracts

Participants should note that all fees are exclusive of VAT which will be payable by the Buying Counterparty and the Selling Counterparty at the then applicable rate. t2e shall issue to the Participants as appropriate a valid receipted VAT invoice.

EE.3.3.D.2 The interest rates applicable to the RP Market are as follows:-

Rule	Nature of Payment	Rate applicable
<a href="#">EE.2.10.3</a>	Interest on Deposit	0.5% below Bank of England base rate
EE.2.10.6	Bond	0.5% below Bank of England base rate
<a href="#">EE.2.18.1</a>	Late Payment	8% above Bank of England official dealing rate
EE.3.3.A.4.4	Interest on deferred settlement	8% above Bank of England official dealing rate