



Achilles carbonReduction Programme TERMS AND CONDITIONS

The terms and conditions set out below apply to the CUSTOMER'S participation in the Achilles carbonReduction programme (the "SCHEME" as defined below). The CUSTOMER will be deemed to have accepted these terms at the time when it submits its payment to ACHILLES for registration on the SCHEME.

1. Definitions

ACHILLES means Achilles Information Limited.

AUDIT means a two-stage audit of the CUSTOMER'S carbon emissions data to confirm if the CUSTOMER meets the CEMARS CERTIFICATION criteria. The AUDIT (and any re-audit) will be carried out at the CUSTOMER'S SITE.

AUDIT REPORT means the report provided to the CUSTOMER by ACHILLES following completion of the AUDIT, summarising the process and results of the AUDIT.

AUDITOR means an auditor who is assigned by ACHILLES to conduct an AUDIT.

CARBON REPORTS means, collectively, the Disclosure Statement, Emissions Inventory Report and Management and Reduction Plan generated by the CUSTOMER and verified by the AUDITOR as part of the AUDIT, and which may be made available to SUBSCRIBERS.

CEMARS means the Certified Emissions Measurement And Reduction Scheme operated by ACHILLES in the United Kingdom under license from Landcare Research New Zealand Limited.

CERTIFICATION means meeting the stated requirements of the CEMARS certification criteria, as provided to the CUSTOMER in the SCHEME documentation.

CUSTOMER shall mean an organisation who wishes to register, or is already registered on the SCHEME.

E-MANAGE means the online tool used by CUSTOMERS to record and store their carbon emissions data.

INTELLECTUAL PROPERTY means all intellectual property rights including copyright (in any software, web-sites, operational manuals, documentation and reports), neighbouring rights and all rights in relation to inventions (including any program, system, procedure, process, formula or method of production), patents, registered and unregistered trade marks, registered and unregistered designs, trade secrets and confidential information.

ONLINE SYSTEM means the online system through which SUBSCRIBERS may access a SUPPLIER'S CARBON REPORTS.

PARTY means either ACHILLES or the CUSTOMER, and PARTIES shall be construed accordingly.

REGISTRATION DATE means the date on which ACHILLES receives the CUSTOMER'S payment for registration on the SCHEME.

REPORTING PERIOD means the 12 month period of time (either a calendar, Financial or CRC reporting year as selected by the CUSTOMER) for which the CUSTOMER is seeking CERTIFICATION of their carbon emissions data.

SCHEME means the ACHILLES carbonReduction programme operated by ACHILLES, through which CUSTOMERS work to achieve CERTIFICATION by completing emissions data in E-MANAGE and undergoing an AUDIT.

SITE means the location where the AUDIT will be conducted, which is anticipated to be at the CUSTOMER'S main offices or other premises.

SUBSCRIBERS means the organisations which subscribe to the SCHEME and who have access to view the SUPPLIERS' verified CARBON REPORTS.

SUPPLIER means a CUSTOMER who is also fully registered as a supplier within an ACHILLES supplier management service which is participating in the SCHEME, or who has a relationship to provide goods or services with one or more of the SUBSCRIBERS. A CUSTOMER'S CARBON REPORTS will only be made available to SUBSCRIBERS via the ONLINE SYSTEM where the CUSTOMER is also a SUPPLIER.

2. E-Manage

Within 5 working days of the REGISTRATION DATE, ACHILLES will provide the CUSTOMER with a Starter Pack and unique logon details to access the E-MANAGE tool. Upon request ACHILLES may also provide the CUSTOMER with an online demonstration of E-MANAGE outlining key functionality of the tool.

The CUSTOMER binds itself to complete data in E-MANAGE as accurately and completely as possible such that the completed fields reflect the general status of the CUSTOMER'S emissions at the time of completion of E-MANAGE. The CUSTOMER is responsible for reviewing the accuracy of the data information entered in E-MANAGE and for updating their record on E-MANAGE as required to ensure the data remains up to date.

Once the CUSTOMER has produced an emissions inventory using the E-MANAGE system to complete a report, and a carbon emissions management and reduction plan, the CUSTOMER should confirm to ACHILLES their readiness for undergoing an AUDIT.

3. Audit

An AUDITOR will be allocated within 10 working days of confirmation from the CUSTOMER that they are ready for AUDIT. The AUDIT will be completed in two stages (Stage 1 and Stage 2). The actual dates for each stage of the AUDIT will be agreed with the CUSTOMER by the AUDITOR who will confirm them by email, and must occur within 12 weeks of the CUSTOMER'S notification to ACHILLES that the CUSTOMER is ready for each AUDIT stage as applicable, and in any case within 14 months of the REGISTRATION DATE.

Where the SITE is a location that is not under the direct control of the CUSTOMER, or not in a public place, then the CUSTOMER shall obtain written permission from the party who does have direct control of the SITE for the AUDITOR to enter that site for the explicit purpose of carrying out the AUDIT, and forward a copy of that permission to the AUDITOR at least two days in advance of the agreed date of the AUDIT. The CUSTOMER binds itself to answer the questions and to provide any relevant supporting materials or documents requested in the course of an AUDIT as accurately and completely as possible such that the completed CARBON REPORTS accurately reflect the status of the CUSTOMER'S carbon emissions at the time of completion of the AUDIT. ACHILLES makes no warranties (either to the CUSTOMER or to any SUBSCRIBERS as applicable) that a CUSTOMER will always act in accordance with any management systems, controls or activities which were in evidence at the time of the AUDIT.

The AUDITOR may be able to give the CUSTOMER an initial indication of the results of the AUDIT immediately following Stage 2 of the AUDIT. If any minor non-conformances can be rectified by the CUSTOMER and proof of this can be provided to the AUDITOR within ten working days following Stage 2 of the AUDIT, the AUDITOR may take account of this within the final results of the AUDIT and within the CARBON REPORTS and the AUDIT REPORT.

Where the completed AUDIT confirms that the CUSTOMER meets the defined requirements of the SCHEME, CERTIFICATION will be awarded in the form of a certificate and assurance statement. CERTIFICATION will be valid for a period of 15 months from the end of the CUSTOMER'S selected REPORTING PERIOD, at which point the CUSTOMER'S registration period will expire. ACHILLES will contact the CUSTOMER at least six weeks prior to the expiry of its CERTIFICATION to renew its registration.

4. Online System

The terms of this Clause 4 apply only to CUSTOMERS who are also SUPPLIERS (as defined above). For such CUSTOMERS it is intended that the CARBON REPORTS will be made available to the relevant SUBSCRIBERS by publishing them on the ONLINE SYSTEM. Achilles will endeavour to complete this in any event within a maximum of four weeks following the completion of Stage 2 of the AUDIT, and will confirm to the CUSTOMER by email when this has been done.

One or more of the SUBSCRIBERS may be entitled, at its own discretion and cost, to audit the CUSTOMER for verification of information reflected in the CARBON REPORTS. The SUBSCRIBERS have committed themselves to give reasonable notice to the CUSTOMER and ACHILLES in writing for an intended audit. If such an audit is refused by the CUSTOMER, or in the event material failures or inaccuracies are detected, ACHILLES may decide to expel the CUSTOMER from the SCHEME with immediate effect.

5. General Terms

The CUSTOMER shall not offer, give or agree to give to the AUDITOR or any person employed by or on behalf of ACHILLES any gift or consideration of any kind as an inducement or reward for any act in relation to the performance of the AUDIT or the CUSTOMER'S participation in the SCHEME. Any breach of this condition by the CUSTOMER (or by anyone employed by or acting on their behalf) in relation to the AUDIT or the SCHEME will entitle ACHILLES to terminate this agreement with immediate effect. Under such circumstances ACHILLES will not refund any fees received from the CUSTOMER.

During use of E-MANAGE the CUSTOMER agrees to:

- i. Comply with ACHILLES reasonable requirements and directions as to use of E-MANAGE
- ii. Use E-MANAGE in accordance with applicable law, including data privacy laws and communication regulations;
- iii. Not interfere with the proper functionality of the website hosting E-MANAGE.

The CUSTOMER agrees not to use E-MANAGE to knowingly load, post or distribute any information that:

- i. infringes the INTELLECTUAL PROPERTY rights of any other person or entity; or
- ii. is harmful, inaccurate, misleading, fraudulent, defamatory, obscene, offensive or otherwise illegal.

ACHILLES and the CUSTOMER shall use their reasonable endeavours to ensure that computer software viruses that may damage hardware, software or communication systems are not knowingly created or introduced to the website hosting E-MANAGE.

Notwithstanding anything else in these terms and conditions ACHILLES shall not be liable for any failure in performing any of its obligations under these conditions if such failure is caused by circumstances beyond the control of ACHILLES, which shall include any Act of God, war, trade dispute, fire, flood, drought, tempest or any other abnormal weather conditions. In all cases ACHILLES liability is limited to the value of the standard information material required for registration on the SCHEME.

If at any time any one of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. These terms and conditions shall continue in effect until amended or terminated by ACHILLES by written notice.

6. Indemnities

ACHILLES shall indemnify the CUSTOMER for any loss suffered by the CUSTOMER as a result of ACHILLES' failure to comply with any applicable laws or regulations in providing the SCHEME, subject to the limit stated below.

The CUSTOMER shall indemnify and keep indemnified ACHILLES, its officers, employees and agents against all and any liability, losses, damages, awards, claims, costs and expenses that they may sustain or incur arising from the CUSTOMER'S breach of any representations, warranties or obligations set forth under these terms and conditions, subject to the limit stated below.

Each PARTY'S aggregate liability to the other in respect of all claims (whether in contract or tort) shall not exceed the value of the fees paid by the CUSTOMER under this agreement. The PARTIES will not in any circumstances be liable for indirect, incidental or consequential loss or damage or loss of profits, loss of revenue or loss of anticipated savings. Such agreed limitations on the liability of either PARTY will not apply in respect of death or personal injury arising from the negligence of either PARTY, its employees, sub-contractors or agents, or in respect of any claims based on fraud.

The website hosting E-MANAGE may provide links to other Internet sites. ACHILLES is not responsible for the availability or content of such other sites. The CUSTOMER'S accessing of any of these sites is entirely at the risk of the CUSTOMER.

7. Subscription Fee

Both CUSTOMERS and the SUBSCRIBERS contribute towards the administration costs of operating the SCHEME. For registration on to the SCHEME an annual non-refundable fee is payable by the CUSTOMER based on the prevailing rates as advertised by ACHILLES. CUSTOMERS' fees for the SCHEME, including AUDIT fees, are non-refundable even in the event that the CUSTOMER fails to notify their readiness for AUDIT and fails to be audited within a period of 14 months from the REGISTRATION DATE. Rates for CUSTOMERS are calculated based on the information provided by the CUSTOMER including the number and nature of sites in the CUSTOMER'S operations. If this information is found upon the AUDIT visit to be inaccurate and an AUDIT of a longer duration is required then ACHILLES reserves the right to adjust the CUSTOMER'S fee accordingly. In addition if the AUDIT duration is required to be extended due to the close out of corrective actions then ACHILLES reserves the right to adjust the CUSTOMER'S fee accordingly. Under-payments (e.g. where VAT has not been included) will not be accepted and will be returned. CERTIFICATION will be dependent on ACHILLES having received in full all fees due from the CUSTOMER.

In the event that ACHILLES receives a request from a CUSTOMER to reschedule an agreed AUDIT date, a rescheduling fee of £100 will apply if the request is received 11 or more working days from the agreed AUDIT date, or £400 if the request is received within 10 or fewer working days from the agreed AUDIT date. Payment for rescheduling must be received by ACHILLES before a rescheduled AUDIT will be undertaken.

8. Ownership Rights

The copyright and all intellectual property rights whatsoever of all computer programs, user manuals, ACHILLES sponsored websites, E-MANAGE, AUDIT protocols and other documentation in connection with the SCHEME will remain vested in and be the property of ACHILLES or other third parties from whom ACHILLES has licensed such intellectual property. The intellectual property in the information and other material entered by the CUSTOMER onto E-MANAGE shall, at all times, remain vested in the CUSTOMER.

9. Confidentiality

The CUSTOMER agrees to maintain the confidentiality of the unique logon details required by the CUSTOMER to gain access to E-MANAGE, which are issued by ACHILLES in the SCHEME introductory letter or email. The CUSTOMER agrees to limit distribution of the logon details only to individuals in the CUSTOMER'S organisation who require access to E-MANAGE for the purpose of completing or reviewing emissions data. The CUSTOMER will notify ACHILLES immediately if it knows or suspects any misuse of, or breach of confidentiality relating to the logon details.

The CUSTOMER further agrees to maintain the confidentiality of E-MANAGE and the AUDIT REPORT issued by ACHILLES. The CUSTOMER agrees to limit distribution of the AUDIT REPORT only to individuals in the CUSTOMER'S organisation who require access to them for the purpose of participating in the SCHEME. The CUSTOMER will notify ACHILLES immediately if it knows or suspects any misuse of, or breach of confidentiality relating to E-MANAGE or the AUDIT REPORT.

ACHILLES shall use all reasonable endeavours to protect and safeguard the information provided by the CUSTOMER from loss, theft, destruction, third party intervention, "hacking" and the like from accidental disclosure and shall ensure all employees do likewise.

ACHILLES and the CUSTOMER agree to keep in confidence for a minimum period of five years from the termination of these terms and conditions any information obtained under these terms and conditions and will not divulge the same to any third party, other than its own officers, employees or agents, without the prior written consent of the other PARTY.

Unless the information provided by the CUSTOMER be lost or destroyed due to a breach of ACHILLES' obligations of confidence, the CUSTOMER'S exclusive remedy for a breach of these terms and conditions will be the reconstruction of the CUSTOMER'S information by ACHILLES within a reasonable time, and shall not include any loss of profits, loss of business or any consequential losses howsoever arising, always provided the CUSTOMER furnishes the information required or it is available on storage media in ACHILLES possession.

These Confidentiality provisions shall not apply to:

- i. any information in the public domain other than in breach of these terms and conditions;
- ii. information that is either trivial or obvious or already in the possession of the receiving PARTY before its receipt from the disclosing PARTY;
- iii. information received from a third party (other than a SUBSCRIBER) who is free to disclose the same;
- iv. disclosure of information which is required by law or a regulatory body provided always that if such order or requirement arises, the PARTY proposing to disclose shall give to the other PARTY prompt written notice thereof;
- v. information developed by one PARTY independent of the other;
- vi. information disclosed to professional advisers, auditors, bankers or financiers provided a confidentiality undertaking is in force with at least the same terms as this clause.

ACHILLES agrees to ensure that each SUBSCRIBER undertakes similar terms of confidentiality before being allowed to access the ONLINE SYSTEM.

10. Law and Jurisdiction

These terms and conditions shall be governed by English law and the parties shall be subject to the exclusive jurisdiction of the English courts.