



Achilles carbonReduction Programme TERMS AND CONDITIONS

The terms and conditions set out below apply to the SUPPLIER'S participation in the Achilles carbonReduction programme (the "SCHEME" as defined below). The SUPPLIER 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 an audit of the SUPPLIER'S carbon emissions data with the intention of making the results of the AUDIT (the "AUDIT REPORTS") available to SUBSCRIBERS. The AUDIT (and any re-audit) will be carried out at the SUPPLIER'S SITE.

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

CERTIFICATION means meeting the stated requirements for certification set by the SUBSCRIBERS, as provided to the SUPPLIER in the SCHEME documentation.

E-MANAGE means the online tool used by SUPPLIERS 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 access SUPPLIER AUDIT REPORTS.

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

SCHEME means the Achilles carbonReduction programme operated by Achilles on behalf of the SUBSCRIBERS, through which SUPPLIERS complete emissions data in E-MANAGE and undergo an AUDIT. SUPPLIERS will not achieve "CERTIFICATION" status until the AUDIT REPORT meeting the CERTIFICATION requirements are published on the ONLINE SYSTEM.

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

SUBSCRIBERS means the organisations which subscribe to the SCHEME to gain access to the SUPPLIER'S (and other SUPPLIERS') AUDIT REPORTS.

SUPPLIER shall mean a supplier or service provider who wishes to register, or is already registered on the SCHEME.

2. E-Manage

Within 5 working days of receipt of the SUPPLIER'S payment, ACHILLES will provide the SUPPLIER with unique logon details to access and complete the E-MANAGE questionnaire.

The SUPPLIER 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 SUPPLIER'S emissions at the time of completion of E-MANAGE. The SUPPLIER 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 SUPPLIER has produced an emissions inventory using the E-MANAGE system to complete a report, and a carbon emissions management and reduction plan, the SUPPLIER will confirm to ACHILLES their readiness for undergoing an AUDIT.

3. Audit

An AUDITOR will be allocated within 10 working days of confirmation from the SUPPLIER that they are ready for AUDIT. The actual date of the AUDIT will be agreed with the SUPPLIER by the AUDITOR who will confirm it by email, and must occur within 12 weeks of the SUPPLIER'S notification to ACHILLES that the SUPPLIER is ready for AUDIT.

On completion of the AUDIT the AUDITOR may give the SUPPLIER an initial indication of the results of the AUDIT. If any non-conformances can be rectified by the SUPPLIER and proof of this can be provided to the AUDITOR within ten working days following the AUDIT, the AUDITOR may take account of this within the final AUDIT REPORT. Achilles will endeavour to publish the completed AUDIT REPORT on the ONLINE SYSTEM within four weeks of the date of the AUDIT. ACHILLES will confirm to the SUPPLIER by email when this has been done.

The results of an AUDIT will remain valid for a maximum period of 12 months from the date of ACHILLES' receipt of valid payment from the SUPPLIER. ACHILLES will contact the SUPPLIER at least six weeks prior to the expiry of its subscription to the SCHEME to schedule a new AUDIT. On the day after the expiry of a period of validity the status of the AUDIT REPORT will be marked as "Expired" unless the SUPPLIER has undergone a subsequent AUDIT.

In undertaking the AUDIT and making the AUDIT REPORTS available to SUBSCRIBERS, ACHILLES provides verification to SUBSCRIBERS as to the extent of the SUPPLIER'S carbon emissions and management plans in respect of the areas specifically covered in the AUDIT REPORTS. ACHILLES makes no warranties, either to the SUPPLIER or to SUBSCRIBERS, that a SUPPLIER will always act in accordance with any management systems, controls or activities which were in evidence at the time of the AUDIT.

The SUPPLIER 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 AUDIT REPORT accurately reflects the status of the SUPPLIER'S carbon emissions at the time of completion of the AUDIT.

Where the SITE is a location that is not under the direct control of the SUPPLIER, or not in a public place, then the SUPPLIER 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.

4. General Terms

The SUPPLIER 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 SUPPLIER'S participation in the SCHEME. Any breach of this condition by the SUPPLIER (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 SUPPLIER.

During use of E-MANAGE the SUPPLIER 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 SUPPLIER 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 SUPPLIER 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.

5. Indemnities

ACHILLES shall indemnify the SUPPLIER for any loss suffered by the SUPPLIER 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 SUPPLIER 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 SUPPLIER'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 SUPPLIER 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 SUPPLIER'S accessing of any of these sites is entirely at the risk of the SUPPLIER.

6. Subscription Fee

Both SUPPLIERS 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 SUPPLIER based on the prevailing rates as advertised by ACHILLES. Rates for SUPPLIERS are calculated based on the information provided by the SUPPLIER including the number and nature of sites in the SUPPLIER'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 SUPPLIER'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 SUPPLIER'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 SUPPLIER.

7. Subscriber Audits

One or more of the SUBSCRIBERS is entitled, at its own discretion and cost, to audit the SUPPLIER for verification of information which is placed at ACHILLES' disposal for updating the ONLINE SYSTEM. The SUBSCRIBERS have committed themselves to give reasonable notice to the SUPPLIER and ACHILLES in writing for an intended audit. If such an audit is refused by the SUPPLIER, or in the event material failures or inaccuracies are detected, ACHILLES may decide to expel the SUPPLIER from the SCHEME with immediate effect.

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 SUPPLIER onto E-MANAGE shall, at all times, remain vested in the SUPPLIER.

9. Confidentiality

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

The SUPPLIER further agrees to maintain the confidentiality of E-MANAGE and the AUDIT REPORT issued by ACHILLES. The SUPPLIER agrees to limit distribution of the AUDIT REPORT only to individuals in the SUPPLIER'S organisation who require access to them for the purpose of participating in the SCHEME. The SUPPLIER 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 SUPPLIER from loss, theft, destruction, third party intervention, "hacking" and the like from accidental disclosure and shall ensure all employees do likewise.

ACHILLES and the SUPPLIER 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 SUPPLIER be lost or destroyed due to a breach of ACHILLES' obligations of confidence, the SUPPLIER'S exclusive remedy for a breach of these terms and conditions will be the reconstruction of the SUPPLIER'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 SUPPLIER 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.