

Website Terms and Conditions

1 This Website

- 1.1 This CRC Energy Efficiency Scheme Website for the UK ("**Website**") is an Environment Agency website established in connection with the CRC Energy Efficiency Scheme Order 2010 ("**Order**") in the UK. It is managed by the Environment Agency ("**We**", "**Us**", "**Our**"). We act as administrator ("**Administrator**") of the electronic registry established by Us under the Order ("**Registry**"). As part of that role We manage this Website.
- 1.2 These terms and conditions ("**Website Terms and Conditions**") govern Your access to and use of the publicly available parts of the Website and are a contract between You and Us. By continuing to use this Website You are accepting the latest version of these Website Terms and Conditions in full. We may revise these Website Terms and Conditions at any time so You should check the Website regularly to ensure that You are aware of the latest version of these Website Terms and Conditions.

2 Secure and Non-Secure Part

- 2.1 These Website Terms and Conditions apply to the non-secure parts of the Website which may be accessed by any member of the public ("**Non-Secure Part**"), and not to the parts of the Website other than the Non-Secure Part ("**Secure Part**"), which may only be accessed and used by those having security protected access rights granted by Us.
- 2.2 To be granted access rights to the Secure Part, You need to complete the relevant registration or application procedures on the Registry. Access to and use of the Secure Part (and accounts within it) is subject to separate governance documents (the "**Administrative Rules**"). The latest version of the Administrative Rules may be viewed at: www.environment-agency.gov.uk/CRC.

3 Use of this Website

- 3.1 Subject to Your acceptance of these Website Terms and Conditions, We grant You the right to view the data, text, images, software, executable code, audio, video and other similar material available on or through the Non-Secure Part ("**Content**"). You agree You will not:
- (a) alter or remove any copyright, trade mark or other proprietary mark, logo or notice of the Administrator or of any other company, organisation or public authority appearing anywhere on the Non-Secure Part; or
 - (b) modify or edit or publish or sell the Content including but not limited to making the Content available on any other website; or
 - (c) to the maximum extent permitted by law, reverse engineer, translate, adapt or modify any software used in connection with any part of the Non-Secure Part; or
 - (d) attempt to damage or corrupt (including through the introduction of any virus, trojans, worm, logic bomb or other material which is malicious or technologically harmful) any software or data used in connection with any part of the Website, nor, attempt to gain unauthorised access to any part of the Registry, the server on which the Website is stored or any server, computer or database connected to the Website; or
 - (e) create any links from any other website to the Website without Our express prior written permission.
- 3.2 You agree to use the Website only for lawful purposes, and in a manner that:

- (a) does not infringe the rights of the Crown or the Environment Agency or any third party; or
- (b) restrict or inhibit the use and enjoyment of the Website by any third party; or
- (c) restrict or inhibit the operation of the Website by Us.

3.3 We may, in Our sole discretion, terminate Your access to or use of the Website for any reason, including without limitation where it is Our belief that You have not acted in accordance with these Website Terms and Conditions.

3.4 The Website and its Content are subject to change without notice at any time. We reserve the right at Our sole discretion to make any alteration, correction or improvement to or to withdraw or correct any error or omission in any portion of the Content and/or the Website without notice.

4 Third party sites and hyperlinking

4.1 We may link the Website to other websites, which are not under the control of, or maintained by, Us. We are providing these links to You only as a matter of convenience and, to the maximum extent permitted by law, We shall not be responsible for the content, availability or reliability of such websites. We do not endorse or recommend any products, materials or services displayed or offered on any websites which may be linked to the Website.

5 Statements

5.1 In this clause 5:

Third Party Information means all Content of a party that is an 'Account Holder', 'Representative' or 'Participant' pursuant to the Order, including:

- (a) Reports; and
- (b) information or Reports provided by, or relating to, such a party:
 - (i) used by Us to generate additional Content; or
 - (ii) kept and maintained by Us as Content;

under the Order but excluding such Content provided by, or relating to, such a party as We publish or otherwise make available in the Registry which Content We are under a duty to verify under the Order

Report means (without limitation) any:

- (a) annual report;
- (b) footprint report; or
- (c) residual measurement list;

required to be submitted to Us under the Order;

5.2 To the extent permissible having regard to Our obligations, duties and responsibilities under the Order, and to the extent permitted by applicable law, nothing in these Website Terms and Conditions shall be construed as a confirmation from Us to You:

- (a) as to the accuracy of any Third Party Information contained, in or accessed from, the Website;
- (b) as to the reliability of the Website;
- (c) that the Website or its Content will be free from errors;
- (d) that the Website or its Content and the related servers are free from computer viruses or other harmful applications
- (e) as to the satisfactory quality, merchantability and fitness for purpose (including the correct operation of the Website with your computer hardware and software configuration) of the Website and its Content.

5.3 We may remove any material posted to the Website by other parties which is, or is in our reasonable opinion, defamatory, obscene, inaccurate, misleading, unlawful, pornographic or which We consider, or are notified that, in any way infringes another party's rights, including but not limited to intellectual property rights. We shall not be responsible or liable for the content of such material.

5.4 Any reliance You place on any Content of the Website is at Your own discretion and risk and it is solely Your responsibility to ensure that such Content meets Your requirements.

6 Liability

6.1 To the full extent permitted by applicable laws, We accept no liability for any claims, loss, demands or damages of any kind with respect to the Website or its Content (or which You may suffer or incur in connection with the Website or its Content) including, without limitation, direct, indirect, or incidental loss or damages, loss of profits, loss of revenue, loss of data, loss of use or otherwise arising out of Your use of the Website and whether or not the possibility of such loss has been notified to Us, including:

- (a) as a result of the introduction to the Website of any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- (b) by any attempt to gain unauthorised access to the Secure Part, the server on which the Website is stored or any server, computer or database connected to the Website; or
- (c) by any attack to the Website via a denial-of-service attack or a distributed denial-of-service attack.

6.2 Clause 6.1 will apply whether such claims, loss or damages arise in law, tort, contract, negligence or otherwise.

6.3 If You enter the Website, You agree that clause 5 relating to statements and this clause 6 relating to limitation of liability are reasonable and reflect the nature of the Website.

6.4 Nothing in these Website Terms and Conditions shall exclude or limit Our liability for fraud, death or personal injury caused by negligence or any liability which cannot be excluded or limited under applicable law.

7 Intellectual Property Rights

7.1 You agree that all rights in inventions, patents, trademarks, logos and service marks, design rights, rights in trade names and business names, copyrights (including, for the avoidance of doubt, rights in computer software), database rights and semiconductor topography rights and all other rights in the nature of intellectual property rights (in each case whether registered or

unregistered and including all applications for the same) anywhere in the world ("**Intellectual Property Rights**") in the Content and Website (including in the layout of the Website) are owned by Us (or Our licensors) or are subject to Crown Copyright.

- 7.2 In relation only to the parts of the Website to which You have access rights We grant You the right to view, download or print the Content for Your own private use or for use internally within Your business subject to the conditions set out in clause 7.3.
- 7.3 Subject to clause 7.2 You may give copies of the Content referred to in clause 7.2 to others provided that: You make no charge; You in no way modify or edit the Content; and You attach a copy of this Clause and obtain a legally binding undertaking from the recipient to comply with it.
- 7.4 Any authorised copying shall acknowledge Our ownership of the Content or its status as being subject to Crown Copyright, unless otherwise agreed by the Administrator. One way of doing this is by adding the words "Copyright Environment Agency or Crown Copyright" to the information or copy.
- 7.5 You agree that You will not use the Content in any way other than as set out in clause 7.2 (including without limitation use for commercial gain, for example by way of rental, licence, sale or providing services for consideration).
- 7.6 Your access to or use of the Website and Content shall not be construed as granting to You any licence or assignment of any Intellectual Property Rights in the Website or Content, other than to the extent expressly granted in this clause 7.
- 7.7 You will inform Us promptly if You become aware of any infringement or potential infringement of any of the Intellectual Property Rights referred to in this clause 7.

8 Privacy

- 8.1 We are committed to respecting the privacy of visitors to the Website. This clause sets out the terms that govern the collection, retention and processing of any personal information provided to Us online or otherwise held on the Website.
- 8.2 Any personal information You supply to Us will be processed by the Administrator pursuant to or in connection with the Order and in accordance with the Data Protection Act 1998 and any other applicable legislation. We will use any personal information We hold about You in the following ways:
 - (a) for the purposes of assessing and processing any application to gain entry into the Secure Part (whether such application is in connection with registration as a 'participant' pursuant to the Order or to open an account in the Registry) and such assessment may include making searches of Your details with credit reference or fraud prevention agencies,
 - (b) opening Your account if the application referred to in clause 8.2(a) is accepted and thereafter opening and maintaining it;
 - (c) in order to provide, operate and maintain security measures with regard to the Website and the Registry, which may include passing personal information to Our internet security service providers including digital certificate providers;
 - (d) in order to operate and maintain the Registry in accordance with the Order and all applicable national and international laws;
 - (e) for the purpose of contacting You in connection with, or pursuant to, the Order including any registration or application process;

- (f) to enable Us to carry out statistical analysis or research and development in relation to a scheme under the Order;
- (g) to prevent or investigate suspected fraud, money laundering or other unlawful activity;
- (h) to enable Us to comply with any other duties or obligations on Us under the Order;
- (i) in order to comply with the Freedom of Information Act 2000, the Environmental Information Regulations 2004, or any other applicable law to which We are subject;
- (j) in order to publish on the Website and/or disclose to any Relevant Authority information comprising any or all of the following:
 - (i) Name of highest UK parent, nominated highest UK parent and/or overseas parent
 - (ii) Trading/known as name of highest UK parent, nominated UK parent and/or overseas parent
 - (iii) SIC code of highest parent, nominated UK parent, overseas parent and/or description of sector of Participant if it is not private sector
 - (iv) Name of significant group undertakings of Participant
 - (v) Trading/known as name of significant group undertakings
 - (vi) Name of significant group undertakings that have been disaggregated from their parent to participate separately
 - (vii) SIC code of significant group undertakings
 - (viii) CRC emissions per Participant
 - (ix) CRC emissions per significant group undertaking
 - (x) Historic average of CRC emissions
 - (xi) Percentage change in annual CRC emissions compared to historic average
 - (xii) Absolute metric ranking
 - (xiii) Absolute metric score
 - (xiv) CRC emissions per unit turnover
 - (xv) Historic average of CRC emissions per unit turnover
 - (xvi) Percentage change in CRC emissions per unit turnover compared to the historic average
 - (xvii) Growth metric ranking
 - (xviii) Growth metric score
 - (xix) Combined early action metric percentage
 - (xx) Combined early action metric score
 - (xxi) Carbon trust standard coverage percentage

- (xxii) Automatic meter reading coverage percentage
- (xxiii) Early action metric ranking
- (xxiv) Early action metric score
- (xxv) Total weighted score of Participant
- (xxvi) Overall ranking of Participant
- (xxvii) Answers to voluntary public disclosure questions
- (xxviii) Information provided in the free text field in the annual report
- (xxix) Amount of electricity generation credits claimed (kWh)
- (xxx) Electricity generated using renewables for which ROCs have been issued (kWh)
- (xxxi) Electricity generated using renewables for which FITs have been issued (kWh)
- (xxxii) Electricity generated using renewables that has been self supplied for which ROCs/FITs have been issued (kWh)
- (xxxiii) Electricity generated for which electricity generating credits have been claimed that has been generated using renewables that has been self-supplied to the premises at which it was generated (kWh)
- (xxxiv) Percentage of emissions from on-site renewables that generate electricity that is self – supplied
- (xxxv) Percentage change in emissions from on-site renewables that generate electricity that is self-supplied
- (xxxvi) Percentage of emissions from electricity that is generated from renewables for which ROCs or FITs have been issued
- (xxxvii) Percentage change in emissions from electricity generated from renewables for which ROCs or FITs have been issued
- (xxxviii) Percentage of emissions from electricity generated using renewables
- (xxxix) Percentage change in emissions from electricity generated using renewables

8.3 We will only use Your personal information in the manner set out above. In particular, other than for the purposes set out in clause 8.2, We will not sell, rent, trade or give Your personal information to others.

8.4 We employ appropriate technical security measures to protect Your personal information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. Information storage is on secure computers and information is encrypted wherever possible.

8.5 We will only transfer Your personal information outside the European Economic Area where this is necessary for Us to fulfil Our obligations under the Order or any other applicable national and international laws.

- 8.6 In order to improve the Website, We may use cookies. Cookies are strings of data that are stored by Your browser in a file on Your system and allow Us to recognise You when You use the Website. You may configure Your browser not to accept cookies.

9 Termination

- 9.1 We may immediately terminate Your access to any part of the Website and any related service(s) and any right granted under clause 7 if You commit a breach of any of these Website Terms and Conditions or otherwise upon reasonable notice.

10 Modification to Website Terms and Conditions

- 10.1 We may change these Website Terms and Conditions or the policies relating to the Website at any time and will notify the changes by posting an updated version of these Website Terms and Conditions on the Website. We will not be required to obtain Your consent to any such change. You are responsible for regularly reviewing these Website Terms and Conditions. Continued use of the Website after any such changes shall constitute Your consent to such changes.

11 General

- 11.1 These Website Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. You agree that any dispute or legal proceeding in relation to the Website shall be brought in the courts of England and Wales.
- 11.2 The language of these Website Terms and Conditions is English. If these terms are for any reason translated into any language other than English the English text shall prevail.
- 11.3 If any provision or part of a provision of these Website Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, such provision shall (to the extent that it is invalid or unenforceable) be deemed to be severable and the validity of the other provisions of these Website Terms and Conditions and the remainder of the provision in question shall not be affected.
- 11.4 These Website Terms and Conditions comprise the entire agreement between You and Us in relation to Your access to and use of the Non-Secure Part.
- 11.5 A person who is not a party to these Website Terms and Conditions has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement.