

Purpose

The purpose of these Regulations is to inform all companies that wish to have its greenhouse gas data verified, or already have had its greenhouse data verified by TÜV UK Ltd, about the working method and reciprocal agreements that are applicable to such verification.

Introduction

TÜV UK Ltd (referred to throughout this document as TÜV UK) operate a verification service within a scope of activities. The scope is available on request.

The management of TÜV UK understand the importance of impartiality in carrying out its verification activities, management of any conflict of interests and ensuring objectivity of all our verification activities. We are committed to providing a non discriminatory and impartial verification service. This service is open to all applicants and successful applications shall neither be impeded nor given priority due to financial or any other influence.

TÜV UK believes in allowing public access of appropriate and timely information about our verification processes. Confidential information on our clients is not in the public domain and such information is treated with the strictest of confidence.

TÜV UK do not provide consultancy.

Our Agreement

TÜV UK undertakes the verification service according to ISO 14064-3 which can be applied to a wide range of national and international standards and specifications. These regulations and our quotation set out the terms of the agreement between us, which is formed when we receive either a signed acceptance form (provided with the quotation).

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Application, Quotation and Acceptance

On receipt of the completed client profile verification (application) TÜV UK will provide the client with a quotation giving details of the fees and verification costs. On acceptance of the quotation the client will complete the acceptance form and submit it to TÜV UK with payment as appropriate.

All information provided must be accurate and complete. TÜV UK reserves the right to request further information if any information or details are incomplete or unclear. TÜV UK will then allocate a competent verifier or verification team to the project in line with TÜV UK procedures and arrange the verification.

Verification Methodology

The verification process includes the following four verification process phases.

1. Pre-engagement

This phase involves:

- Verification Client Profile shall be completed and provided by the client.
- Pre contract review and review of information received from prospective client to determine e.g. potential risks to impartiality, determine if the verification is within the verifications bodies scope and competences employed and available.
- Establishment of a legally enforceable agreement with the client.
- Appointment of a verification team leader.

2. Approach

This phase involves:

- Selection of the verification team.
- Communication with the client informing the client of the members of the verification team.
- Development of a verification and sampling plan and approval of the team leader

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3. Verification

This phase involves the assessment of the GHG assertion.

4. Verification statement

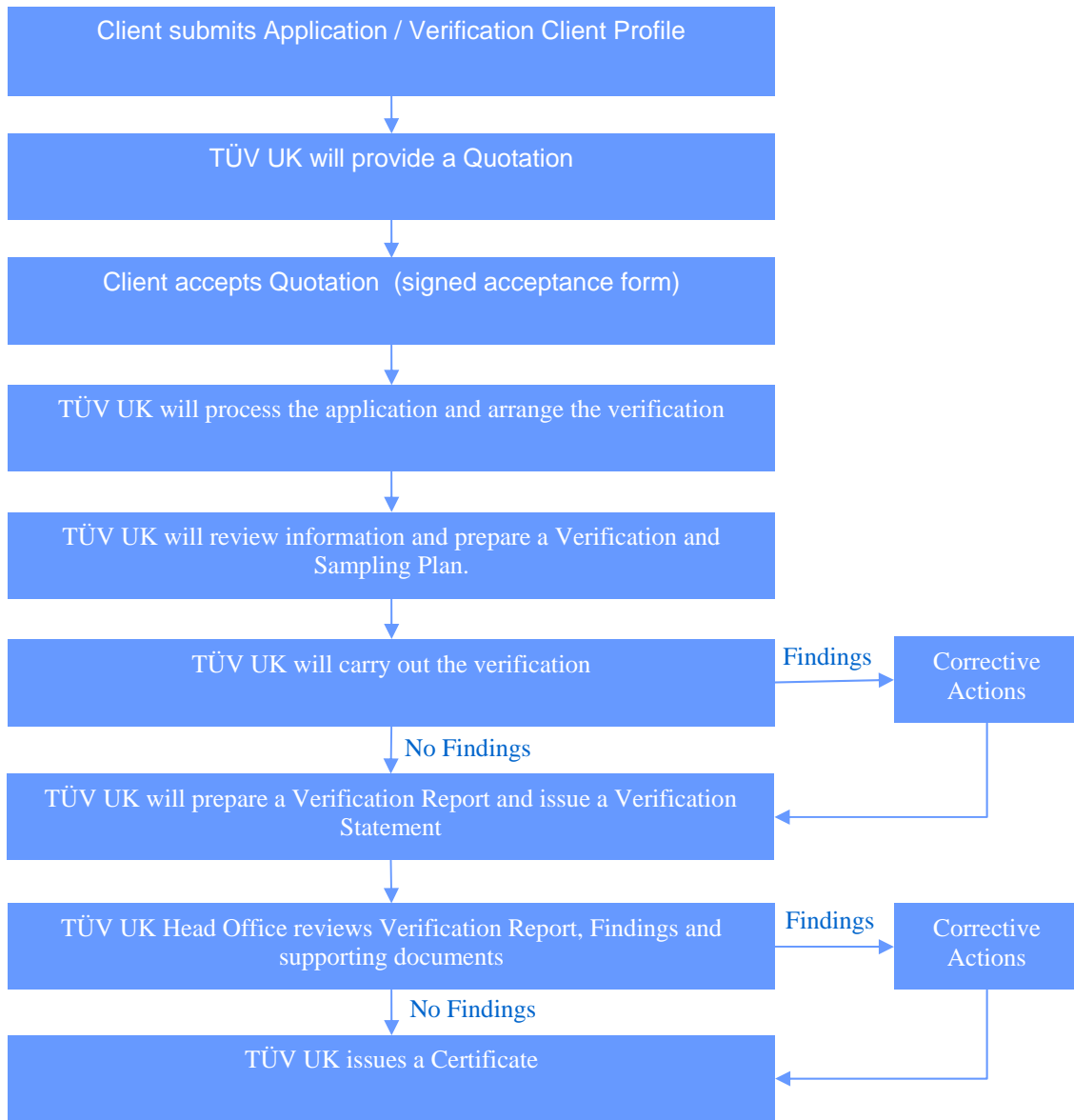
This phase involves assurance that competent personnel different from the verification or verification team:

- a) confirm with all verification activities have been completed
- b) conclude whether or not GHG assertion is free from material discrepancy, and whether the verification activities provide the level of assurance agreed at the beginning of the verification process.

Certification

Following the Verification process, the lead verifier reports and makes recommendations, both to the client and to the Head Certification TÜV UK. The report will be reviewed together with supporting documentation (e.g. corrective action report) by a suitable and competent member of TÜV UK's verification team. In any case TÜV UK may only issue the certificate when they have satisfactory evidence that the client meets the requirements of the relevant standard(s). The certificate remains property of TÜV UK. The certificate is valid for the period as monitored and agreed during the verification process.

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Changes to Scope or Client Details

This section is applicable in case of any changes to the scope, boundaries, address, additional standards or other changes that influence the previous verification. An extra verification may be required to verify changes or additions. After a successful completion TÜV UK may issue a new verification statement. The client agrees to carry the extra costs relating to such extra visits and efforts. All advertising matter must be amended if the scope of verification is reduced.

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Voluntary suspension of the certificate.

Clients may decide to suspend their certification due to a change of circumstances on their premises. Examples may be temporary closure of a site, a reduction in their workload or a temporary lack of resources to deal with non compliances. Clients may request a temporary suspension for up to 6 months maximum. When a client requests that a suspension be lifted then a site visit shall be carried out. The site visit shall be a surveillance visit of at least 1 day duration unless a reassessment is due in which case a reassessment shall be carried out. This visit will be charged at TÜV UK's standard rate and the client agrees to carry this costs. This may be extended to cover the time required to clear the suspension requirements. During a suspension period clients may not claim they are certified and must remove all such references from their documentation, publicity material, web sites etc. Should a period of suspension be between 6 and 12 months then a re-verification shall be carried out once the suspension is lifted. Should the period of suspension exceed 12 months then a new initial verification be carried out and will result in a new certificate being issued with a new expiry date. Suspensions that are up to 12 months shall have no effect on the current expiry date of their certificate. Temporary suspension shall be confirmed in writing to the client with a statement that suspension shall not be lifted until written notification is received from the client. The letter shall indicate the conditions that will occur should the period exceed 6 months

Your Representative

The client must appoint a representative who, irrespective of other responsibilities, will be responsible for clients participation in the verification process, liaison with the verification team and for ensuring clients compliance with these regulations.

Confidentiality

All information supplied by the client to TÜV UK, in the course of the work for the client is considered confidential and is subject to controlled access and retention,

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as defined in our procedures. Routine audits carried out by UKAS regarding TÜV UK activities may require UKAS perusal of client files on or off client sites, and as such, are permitted access. (N.B. UKAS themselves are bound by strictest terms of confidentiality). TÜV UK shall take all reasonable precautions not to disclose any confidential information regarding the clients business unless it is, when disclosed to TÜV UK, already lawfully in TÜV UK's possession or is in the public domain or, in each case, subsequently becomes so. TÜV UK may also disclose such information if and to the extent required by law and/or the accreditation body or the TÜV UK governing board/impartiality committee which TÜV UK are required to appoint by the accreditation body.

Publication and Use of Certificate

After the certificate has been issued by TÜV UK the client has the right to publish the fact and use the information for marketing purposes. The relevant logos can be used on its stationery and website, relating only to the audited scope of registration and the relevant standards or specifications.

The client must not make or permit any misleading statement regarding its certification, or permit the use of a certification document or any part thereof in a misleading manner. Any references to the verification must not imply that TÜV UK certifies a product, service or process.

TÜV UK will provide guidance and will take reasonable precautions to ensure that there is not misuse of its certification marks as appropriate to the scope of verification and relevant standards. The accreditation mark of UKAS must not be displayed without the TÜV UK logo on vehicles, sides of buildings or flags. The client must not use the certification in any circumstances in such a manner that would bring TÜV UK into disrepute.

Fees

TÜV UK fees shown in the quotation are reviewed annually. TÜV UK also reserve the right to alter fees or fee structure at any time upon giving you not less than one month's notice in advance of the change. If the client does not agree the change,

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the client will be entitled to terminate the contract forthwith at the end of the said one month period.

All fees paid to TÜV UK Ltd are strictly non-refundable. The timing of payment of any fees shall be of the essence. It is part of TÜV UK's obligation to the client that the findings of the verification teams and verification authority shall be objective and free of any commercial influence. To prevent any risk of such conflict of interest therefore, our agreement to undertake verification may be subject to prior receipt of payment, as specified in these regulations. To allow advanced payments TÜV UK will issue a provisional invoice which allows the client to transfer payment ahead of the verification. In any case, fees shall be paid within 30 days of the date of our invoice.

Extra visits or visits to lose out non-compliance(s) will be chargeable at TÜV UK's standard fee at the time. The client may wish to receive additional copies of the certificates which may be subject to additional charges.

Interest shall be payable on overdue payments at the rate of 8% above the Bank of England base rate in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998. Fees become overdue 30 days after the date of our invoice. TÜV UK will hand over the task to collect outstanding payments to a solicitor or comparable agency after 90 days of the date on the invoice if payments will not be made as required. The resulting costs and compensation will be added to the invoice total.

Cancellation Policy

Visits will normally be booked two months in advance. Once such bookings are made, TÜV UK allocates resources and makes arrangement for the verification to be undertaken and therefore incur costs of those arrangements. If the client cancels or postpones the booking TÜV UK will recoup those costs through a cancellation charge. If the cancellation or postponement is received by TÜV UK 30 or more days before the agreed visit date this charge will be 25% of the fee for the visit agreed, and 100% of the fee if the clients cancels with less than 30 days notice to the agreed visit. Non-refundable travel or subsistence costs that have

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been expended shall also be recoverable from the client, together with the applicable cancellation charge. An invoice for the cancellation charge will be sent to the client and TÜV UK reserve the right to withhold any granting, maintenance or renewal of Certification until this invoice is settled.

Complaints and Appeals

If the client or the clients customer (hereinafter both referred to as “client”) are dissatisfied or unhappy with TÜV UK’s service or performance, or any decision TÜV UK make, the client should write to the person who the client normally deals with at TÜV UK within 30 days of receipt of the relevant decision. In either case the relevant manager will contact the client as soon as possible in order to investigate the matter with a view to resolving it.

If the client remains dissatisfied with the decision, the client may make a further appeal within 30 days of receipt of our decision by writing to the Chairman of the Governing Board at the same address.

The client will be notified of the Chairman's decision (or that of his nominated representative) within 30 days from the date we receive your further appeal The Chairman's decision shall be final and binding. However, if the client remain dissatisfied at this stage, if applicable TÜV UK would be obliged to encourage the client to contact the relevant accreditation body for their advice in the matter.

Liability and Insurance

The client shall indemnify TÜV UK against all legally enforceable damages, claims, losses and expenses, which TÜV UK may incur (including those on behalf of our verifiers, employees and agents) in the event of the clients failure to comply with these regulations. The client is required to maintain adequate insurance to cover this indemnity and any other liability which the client may incur under these regulations, and the client must supply TÜV UK with evidence of these insurance when TÜV UK reasonably request.

TÜV UK shall not be liable for any consequential, indirect or purely economic loss

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howsoever arising and shall have no obligations, duties or liabilities other than as expressly set out in these Regulations. TÜV UK shall provide its services under this agreement to a standard consistent with generally accepted verification practices. This warranty is exclusive and is in lieu of any and all other warranties and conditions, whether express or implied and shall be in full satisfaction of any liability in connection therewith on the part of TÜV UK whether arising in contract, tort, misrepresentation or otherwise howsoever, save as expressly provided by this agreement.

TÜV UK will re-perform any defective services to remedy any breach of warranty on its part. If TÜV UK does not re-perform the said services as warranted, you shall be entitled to recover the fees paid to TÜV UK for that part of those services which is deficient.

TÜV UK shall indemnify you in respect of personal injury or death to any person caused directly by the acts or omissions of TÜV UK or its servants or agents in connection with the provision of the services.

The client is reminded that the client is responsible in law for the protection of the health and safety of TÜV UK representatives whilst they are the clients guests, conducting verification activity under these Regulations or otherwise on the clients premises. The client shall therefore be obliged to provide them with all necessary protective and safety equipment and/or safety instruction as may apply.

General

It is a condition of the rules of registration that all TÜV UK verification clients should, if requested, allow (TÜV UK or UKAS) representatives to witness TÜV UK staff carrying out audits.

These Regulations shall be governed exclusively by English Law. Any dispute not resolved shall be under the exclusive jurisdiction of the English Courts.

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Coming into Force

These Scheme Regulations shall come into force on 1st September 2011.

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