

Sustainable Business Services Ltd

Terms and Conditions of Service

Definitions

SBS	Sustainable Business Services Limited, (company number 13014827), registered office 38 Gillas Lane Houghton Le Spring DH5 8EE
Services	Services, products, software and materials supplied to a client by SBS including report and or advisory services
Start date	The first day of the reporting period as outlined in the contract supply schedule
Agreement	The agreed scope of works issued by SBS to the Client communicated through a proposal or other document
Client	The organisation or individual procuring Services from SBS
Auto Renewal	An agreement under which Certification is renewed for another 12 months on the anniversary of the Certification Start Date unless one of the involved parties gives a notice of its discontinuation

Content

1. General Terms and Conditions

1.1. The Client's provision and use of Services (excluding any services provided to the Client by SBS under a separate written agreement) is subject to the terms of a legal agreement between the Client and SBS.

1.2. Unless otherwise agreed in writing with SBS, the Client's Agreement with SBS will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3. The Client's agreement with SBS will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for the Client to read and sign within the Contract Supply Schedule.

1.4. The Universal Terms, together with the Additional Terms, form a legally binding agreement between the Client and SBS in relation to its use of the Services. It is important that the Client takes the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

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1.5. If there is any contradiction between the Additional Terms and the Universal Terms, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

- 2.1. In order to use the Services, the Client must first agree to the Terms. The Client may not use the Services if it does not accept the Terms.
- 2.2. The Client is accepting the Terms by using the Services. In this case, the client understands and agrees that SBS will treat its use of the Services as acceptance of the Terms from that point onwards.
- 2.3. The Client may not use the Services and may not accept the Terms if (a) it is not of legal age to form a binding contract with SBS, or (b) it is a person barred from receiving the Services under the laws of the United Kingdom or other countries including the country in which it is resident or from which it uses the Services.
- 2.4. Before the Client continues, it should save a local copy of these Terms for its records.

3. Schedule of Fees

- 3.1. The Schedule of Fees is stipulated in the Agreement.
- 3.2. The Client agrees to pay the fee, as set out in the Agreement, in full within 14 days of accepting the Agreement, unless otherwise agreed.
- 3.3. Services commence when fees have been received.
- 3.4. Any additional costs arising for SBS in the delivery of Service, such as travel and accommodation costs for necessary site visits, are chargeable at cost. These will be agreed in advance.
- 3.5 SBS will endeavour to upload dashboard data, create reports, certificates and badges utilising the data supplied by the client, where additional dashboard uploads, reports, certificates and badges are required due to additional data previously excluded, an additional charge of £150.00 will be incurred by the client.
- 3.6. Prior to the anniversary of the reporting Start Date, the Client will be contacted by SBS to inform them of their renewal and a renewal invoice for payment will be issued to the client.

4. Provision of Services

- 4.1. SBS is constantly innovating in order to provide the best possible experience for its members. The Client acknowledges and agrees that the form and nature of the Services may change from time to time without prior notice to the Client provided that any such change will not prejudice or reduce the quality of the Services provided.
- 4.2. The Client is expected to and agrees to provide the requested information for the delivery of Services within a three-month period from the Certification Start Date. If requested information is not received within 12 months, SBS is not obliged to carry out part or all of the Services outlined in the Agreement.
- 4.3. Payment is non-refundable, including if Services are not delivered due to a failure on the part of Client to fulfil its responsibility in providing requested information.
- 4.4. SBS employees and external assessors are committed to undertaking Services with diligence, accuracy and professionalism and commit to the highest standards of honesty, integrity and fairness.
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- 4.5. By accepting the Agreement for reporting and certification, the Client understands that it is agreeing for SBS to assess its performance in accordance with the criteria laid out the Code of Practice. SBS will only provide a report on the basis of meeting these criteria.
- 4.6. SBS acknowledges the importance of impartiality and is committed to fulfil its contractual engagement in an impartial and objective manner in order to endure effectiveness, non-discriminatory practices and consistency.

4.7. The Client shall declare in writing any areas that might cause a conflict and affect the impartiality of SBS or any external assessor in the delivery of any Services.

5. Use of Services

5.1. In order to access Services, the Client will be required to provide information about its organisation as part of the registration process for the Service and for the continued use of the Services.

5.2. The Client acknowledges responsibility for making available to SBS all relevant information which SBS consider relevant in the provision of Services. The Client will also ensure that the information supplied is accurate. SBS holds no liability for Services which have been provided on the basis of false information supplied by the Client. SBS is not obliged to provide or reissue Services, once they have been provided, in order to rectify false information. Additional payment can be sought from the Client to provide these additional services.

5A. Reliance on Data, Reports and External Outcomes

In order to access Services, the Client will be required to provide information about its organisation as part of the registration process for the Service and for the continued use of the Services.

6. Responsibilities of the client

6.1. The Client makes available to SBS all supporting documentation and confirms no such information has been withheld. During the course of the provision of Services, and at any time thereafter, if it is found that the Client has knowingly falsified relevant information for the purpose of obtaining an annual report, SBS has the right to suspend or withdraw the report and associated rights from the Client in the relation to the specified Agreement.

6.2. Unless the Client has been specifically permitted to do so in a separate Agreement with SBS, the Client agrees that it will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

6.3. The Client agrees that it is solely responsible for (and that SBS has no responsibility to the Client or to any third party for) any breach of its obligations under the Terms and for the consequences (including any loss or damage which SBS may suffer) of any such breach.

6.4. If services and reporting is not continued in the subsequent year, references to SBS which infer to its validity and the use of the SBS logo and other assets must be removed within 60 days following termination.

7. Third Party Rights

7.1. The Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights

8. Confidentiality of Information

8.1. SBS has a professional duty of confidentiality with respect to the information supplied by the Client. All information received directly or indirectly will be treated as confidential matter. Information will not be passed on to any third party nor may be made accessible in any other form to any third party unless written permission is given by the Client or the passing of

information is a requirement between SBS and necessary partners.

8.2. The obligation of confidentiality shall continue to remain in effect beyond the termination or completion of Services

8.3. The obligation of confidentiality shall not be deemed to exist if and when SBS is able to provide proof of the fact that the information concerned has been:

8.3.1. Generally known in the public domain

8.3.2. Has been generally disclosed in the public domain through no fault of SBS

8.3.3. Has been made available to SBS prior to the conclusion of this Agreement

8.4. The Client consents to publication of the SBS Report, and the information contained therein, in all forms of SBS marketing.

9. Electronic communications

9.1. During the provision of Services, SBS may communicate with the Client electronically. The Client is aware that the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, delayed or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, whilst SBS will use commercially reasonable procedures to secure against IT viruses or malware before sending information electronically and notwithstanding any collateral contract, warranty or representation, neither SBS nor its employees or agents shall have any liability to the Client on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information to the Client.

9.2. If the communication relates to a matter of significance on which the Client wishes to rely and the Client is concerned about the possible effects of electronic transmission, the Client should request a hard copy of such transmission from SBS. SBS will provide a secure, password protected area to collaborate and share data required to fulfil the carbon management and annual report.

10. Content in the Services

10.1. The Client understands that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which it may have access to as part of, or through its use of, the Services are the sole responsibility of SBS. All such information is referred to below as "Content".

10.2. The Client may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless it has been specifically permitted to do so by SBS or by the owners of that Content, in a separate agreement.

10.3. SBS reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

10.4. The Client agrees that it is solely responsible for (and that SBS has no responsibility to the Client or to any third party for) any Content that it creates, transmits or displays while using the Services and for the consequences of its actions (including any loss or damage which SBS may suffer) by doing so.

11. Content in the Services

11.1. SBS has the sole authority and right over the SBS trademark.

11.2. The Client understands and confirms that it holds no ownerships, licensing and copyright to trade name and logos provided by SBS as part of the Services.

11.3. SBS gives the Client a personal, worldwide, royalty-free, non-assignable and nonexclusive rights to use the SBS, trade name and logos provided to the Client by SBS as part of the Services. This right to use is for the sole purpose of enabling the Client to use and enjoy the benefit of the Services as

provided by SBS, and is for a period of 12 months from the Client's acceptance of the Agreement and each year thereafter providing the Client has paid for their renewal. Such trademark, service mark, trade name, and logos may be changed at any time by SBS upon notification of which the Client will immediately cease to use any service mark, trade name, or logos that have been superseded.

11.4. SBS reserves the right to revoke the use of SBS at any time upon the Client's failure to pay for or complete the necessary criteria for Certification.

11.5. The Client understands that there is no cost to display the SBS logo and the use of it is solely upon achieving Certification.

11.6. During the course of the Agreement and for the entire period of Certification, it is a requirement for the Client to display the SBS logo and Certificate on their website. The Client may also use the logo across other relevant materials and assets with prior agreement/approval from SBS.

12. Proprietary Rights

12.1. The Client acknowledges and agrees that SBS (or SBS's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). The Client further acknowledges that the Services may contain information which is designated confidential by SBS and that it shall not disclose such information without SBS's prior written consent.

12.2. If the Client has been given an explicit right to use any of these brand features in a separate written agreement with SBS, then it agrees that the use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and SBS's brand feature use guidelines as updated from time to time.

12.3. The Client agrees that it shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

13. Content License

13.1. The Client understands that SBS, in performing the required technical steps to provide the Services to its users, may (a) transmit or distribute its Content over various public networks and in various media; and (b) make such changes to its Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. The Client agrees that this license shall permit SBS to take these actions.

14. Termination of the Agreement and Auto Renewal

14.1. Unless otherwise stated, Certification will auto renew on the anniversary of the Certification Start Date and each year thereafter.

14.2. Any Client not wishing to renew their Certification on the anniversary date must provide written notification to SBS at least 30 (thirty) calendar days in advance of the anniversary of the contract Start Date.

14.3. Any party desiring to terminate this Agreement may do so for any reason whatsoever by providing written notification to the other party at least 30 (thirty) calendar days in advance of the Auto Renewal date.

14.4. The Agreement shall remain in effect indefinitely, unless otherwise amended or terminated.

14.5. The Client will not be entitled to refund of any payment already made to SBS unless the agreement is terminated by the Client as a result of SBS's failure to perform the services or breach of this Agreement.

14.6. SBS may at any time, terminate its legal agreement with the Client if:

14.6.1. The Client has breached any provision of the Terms (or have acted in manner which clearly shows that the Client does not intend to, or is unable to comply with the provisions of the Terms); or

14.6.2. SBS is required to do so by law (for example, where the provision of the Services is, or becomes, unlawful);

14.7. Nothing in this Section shall affect SBS's rights regarding provision of Services under Section 4 of the Terms.

14.8. When these Terms come to an end, all of the legal rights, obligations and liabilities that the Client and SBS have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

15. Amendments to the Agreement

15.1. Any party desiring to amend the Agreement shall advise the other party, in writing, of the proposed amendments and upon confirmation the amendments are acceptable, it shall be effected within 30 (thirty) days after notification of the suggested amendments.

15.2. Any additional costs arising from an amendment sought by the Client are payable to SBS.

16. Exclusion of Warranties

16.1. Nothing in these Terms shall exclude or limit SBS's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in the Client's jurisdiction will apply to it and SBS's liability will be limited to the maximum extent permitted by law.

16.2. The Client expressly understands and agrees that the use of the Services is at the Client's sole risk and that the Services are provided "as is" and "as available."

16.3. In particular, SBS, its subsidiaries and affiliates, and its licensors do not represent or warrant that:

16.3.1. The Client's use of the Services will meet The Client's requirements,

16.3.2. The Client's use of the Services will be uninterrupted, timely, secure or free from error,

16.4. No advice or information, whether oral or written, obtained by the Client from SBS or through or from the Services shall create any warranty not expressly stated in the Terms.

16.5. SBS further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

17. Limitation of liability

17.1. Subject to overall provision in paragraph 9.1 above, the Client expressly understands and agrees that SBS, its subsidiaries and affiliates, and its licensors shall not be liable to the Client for:

17.1.1. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by the Client, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;

17.1.2. Any loss or damage which may be incurred by the Client, including but not limited to loss or damage as a result of:

- 17.1.2.1. Any changes which SBS may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the services);
- 17.1.2.2. (The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through the Client's use of the services;
- 17.1.2.3. The Client's failure to provide SBS with accurate information;
- 17.1.2.4. The Client's failure to keep its password or account details secure and confidential;
- 17.2. The limitations on SBS's liability to the Client in paragraph 15.1 above shall apply whether or not SBS has been advised of or should have been aware of the possibility of any such losses arising.
- 17.3. The total extent of SBS's liability to the Client shall not exceed the total amount that has been paid for Services provided.
- 17.4 SBS shall have no liability for any certification refusal, audit finding, regulatory challenge, tender failure, penalties, grant refusal or third-party rejection arising from reliance on deliverables or client supplied data.

18. Reliance on Data, Reports and Third-Party Standards

Sustainable Business Services Ltd provides consultancy, data analysis, carbon accounting support, reporting assistance and related advisory services using information supplied by the Client and applying methodologies, standards and guidance reasonably available at the time of delivery.

Unless expressly agreed otherwise in writing:

- a) SBS does not warrant, guarantee or represent that any report, calculation, submission or recommendation will result in certification, accreditation, validation, tender success, funding approval, regulatory compliance, tax treatment, investor acceptance or approval by any third party including but not limited to certification bodies, auditors, regulators or scheme administrators.
- b) The Client acknowledges that standards, methodologies, emissions factors, legal requirements and reporting frameworks may change over time and may be interpreted differently by third parties.
- c) All reports, calculations and outputs are prepared using information supplied by the Client. SBS shall be entitled to rely upon such information as being complete and accurate and shall have no liability for errors, omissions or misstatements arising from inaccurate, incomplete or late information supplied by the Client or third parties.
- d) Final responsibility for reviewing, approving, filing, publishing, relying upon or submitting any report or data remains with the Client.
- e) No third party may rely upon any report or deliverable prepared by SBS without prior written consent.
- f) To the fullest extent permitted by law, SBS shall not be liable for any indirect loss, consequential loss, loss of profit, loss of opportunity, reputational damage, failed certification, failed tender, penalties or third-party claims arising from use of any deliverable.

19. Other content

19.1. The Services may include hyperlinks to other web sites or content or resources. SBS may have no control over any web sites or resources which are provided by companies or persons other than SBS.

19.2. The Client acknowledges and agrees that SBS is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

19.3. The Client acknowledges and agrees that SBS is not liable for any loss or damage which may be incurred by it as a result of the availability of those external sites or resources, or as a result of any reliance placed by the Client on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

20. Changes to the Terms

20.1. SBS may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, SBS will make a new copy of the Universal Terms available to the Client and any new Additional Terms will be made available from within, or through, the affected Services.

20.2. The Client understands and agrees that by using the Services after the date on which the Universal Terms or Additional Terms have changed, SBS will treat the Client's use as acceptance of the updated Universal Terms or Additional Terms.

21. Rights to Complaints, Appeals and Disputes

21.1. The Client shall have the right to complain, appeal and/or dispute any Services provided by SBS within 30 days of the receipt of Content. SBS is obliged to follow the company procedures and complete the said complaint, appeal and/or dispute within 90 days.

22. General Legal Terms

22.1. The Terms constitute the whole legal agreement between the Client and SBS and govern the Client's use of the Services (but excluding any services which SBS may provide to the Client under a separate written agreement), and completely replace any prior agreements between the Client and SBS in relation to the Services.

22.2. The Client agrees that SBS may provide notices, including those regarding changes to the Terms, by email, regular mail on the Services.

22.3. The Client agrees that if SBS does not exercise or enforce any legal right or remedy which is contained in the Terms (or which SBS has the benefit of under any applicable law), this will not be taken to be a formal waiver of SBS's rights and that those rights or remedies will still be available to SBS.

22.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

22.5. The Client acknowledges and agrees that each member of the group of companies of which SBS is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

22.6. The Terms, and the Client's relationship with SBS under the Terms, shall be governed by the laws of England without regard to its conflict of laws and provisions. The Client and SBS agree to submit to the exclusive jurisdiction of the courts located within London, UK to resolve any legal matter arising from the Terms. Notwithstanding this, the Client agrees that SBS shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

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22.7. In order to properly perform our contract and to administer our services SBS collects personal information and data in line with its privacy policy. SBS regularly reviews its privacy notice and will make an updated version available upon request.