

Type:	Information	Author/Owner:	Tim Watts
Revision date:	23/07/2018	Approved by:	Tony Kinsella

**1. Introduction**

This agreement defines Lucideon CICS Limited's (hereafter referred to as LUCIDEON) terms and conditions relating to verification and certification services. This Agreement may be revised, updated and changed as per changes made to the related certification/accreditation standards, or other justified reasons. LUCIDEON therefore reserves the right to amend this Agreement from time to time provided LUCIDEON gives those clients potentially impacted by the changes, a period of at least 30 days to comment on or question the reasons for the change. In this agreement LUCIDEON means LUCIDEON staff and agents.

*\*Reference to Lucideon CICS Limited is deemed to include Lucideon CICS Inc. unless otherwise stated.*

**2. Enquiry & Quotation**

Following your enquiry you will be requested to supply us with appropriate information. From this information you will be provided with a written quotation specifying the duration and cost involved.

We reserve the right to amend quotation costs if:

- It is found that upon subsequent verification that the original information supplied to us was incorrect and further verification time is required.
- During the course of the verification process the appropriate data specified is not available in a timely manner.
- During the course of the verification process the specified requirements of LUCIDEON have not been followed and further verification is required.
- Scheme rules & regulations are significantly changed, beyond the control of LUCIDEON.
- Data flow activities, control activities or logistics are more complex than initially anticipated.
- Where misstatements, non-conformities, insufficient data or errors in the data sets are identified by us during the verification. [A&V Regulation requirement – Article 9]

**3. Verification Process**

To enable us to establish confidence that your stated GHG emissions meet the requirements of this agreement we require you to:

- Allow us full access to all work areas, personnel, records and documentation relevant to your application.
- Demonstrate compliance to the relevant scheme rules & regulations to our satisfaction.
- Nominate a management representative and advise us of this nomination.
- Ensure that the verification report, or any part thereof is not used in a misleading manner.
- At the end of the verification provide written confirmation that all required data and information has been disclosed to the verification team.
- To make provisions, where applicable, to accommodate observers.
- Notify us of levels of assurance required from the verification services if they differ from the applicable scheme requirements.

Once provided with a written visit report, any information requested within that report must be provided within the timeframes specified or 28 days, whichever is sooner. We cannot be held liable for failing to meet deadlines where information is not provided in a timely manner.

It is an additional requirement of GHG verification that you shall advise us in writing of any changes to:

- Sources of GHG emissions.
- GHG permit or equivalent permit and/or monitoring and reporting plans.
- Appropriate fuel metering systems
- Significant changes to the way you manage GHG related emissions.
- If you believe you are failing to comply with the appropriate scheme rules & regulations.
- If you become aware of any errors or inaccuracies in the data supplied to us.

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 Reg. England 1871628

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- If you have made changes to any of the above, following a visit, but prior to completion of that years' verification.

Certain verification schemes specify levels of assurance to be applied. Should differing levels of assurance be required for any additional work not covered by the applicable scheme then the level of assurance of the validation or verification of the additional work shall be agreed at the beginning of the validation or verification process.

#### 4. Verification Opinion

Following satisfactory completion of all stated site visits and data verification, we shall prepare a Verification Opinion. This shall be independently reviewed within LUCIDEON and if satisfactory we shall issue the Verification Opinion. We may at any time refuse to issue this Verification Opinion certification or revoke, where, in our reasonable opinion, compliance with the specified rules and regulations, or this agreement has not been met.

#### 5. Registry Interaction

Where verified emissions need to be entered or proposed into a National or International Registry, this shall remain your responsibility, unless otherwise agreed. We will undertake to approve all proposed emissions within 14 days of notice of your entry, unless otherwise agreed.

#### 6. Publicity & Promotion

In order to maintain the integrity of our service, you agree not to make any misleading statements concerning your application or Verification Opinion to any third party and will use your best endeavours to ensure that no-one connected with you gives misleading information.

#### 7. Confidentiality

LUCIDEON, its staff and agents shall keep confidential all information relating to your business and shall not disclose that information to any third party.

LUCIDEON' staff and agents have signed individual confidentiality undertakings and will only receive confidential information on a need to know basis. This confidentiality undertaking shall continue for a period of not less than 10 years after termination of this agreement.

You shall keep confidential all information relating to the commercial and intellectual property of LUCIDEON and shall not disclose this to any third party. This shall include but is not limited to verification proposals and quotations, verification reports, verification guidance information prepared by LUCIDEON.

These restrictions shall not apply to any information in the public domain, or which LUCIDEON is required by law or relevant accreditation bodies to disclose.

#### 8. Fees and Charges

All fees and charges will be as per quotation. You shall undertake to pay the fees invoiced. In the absence of any contrary written agreement all fees shall be paid by the end of the first month following the month of the invoice or prior to certificate issue as appropriate.

Where a scheduled visit is booked in advance, any subsequent change or cancellation requested by you, with less than 14 days' notice, may be subject to a discretionary charge up to the full cost of the visit. Where a scheduled visit is booked in advance and involves the prepayment of airfares, hotels etc, any subsequent change or cancellation requested by you may be subject to the full cost of these prepayments, regardless of notice provided.

#### 9. Ownership of LUCIDEON verification

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The right to use the our logo (mark) shall remain the property of LUCIDEON and you agree not to assign, charge, licence, transfer or otherwise deal with it in any way. We have documented guidance on the use of our verification mark and this is available on request to [support@lucideon.com](mailto:support@lucideon.com)

Where an extract from a LUCIDEON GHG Assertion is to be used for communication purposes then this must be discussed and agreed in writing before the extract is used.

### 10. Assignment

We may assign this agreement to any company or corporate body in which we have an interest, own shares or have an affiliation with. We may sub contract the undertakings of assessment visits to our approved agents.

### 11. Force Majeure

LUCIDEON and you will be released from the obligations of this agreement if any event beyond the control of both of us shall make performance of this agreement impossible.

### 12. Safety

You are responsible for ensuring that when we visit your site we have adequate protective equipment for the working environment to be assessed. Where specialist training is required this shall be disclosed to us at the outset. Please raise these issues with your designated contact in advance of a visit.

### 13. Limitation of Liability

Except for liability for death or personal injury directly resulting from LUCIDEON' acts or omissions, our liability in respect of any single event or series of events for breach of our obligations in this Agreement shall be strictly limited to the amounts paid by you to LUCIDEON in the 12 months preceding the date of the event or events giving rise to the loss.

### 14. Insurance

We reserve the right to require you to produce satisfactory evidence that you have in force satisfactory insurance coverage for the purpose of meeting any third party liability.

### 15. Appeals

If you have an appeal relating to a validation or verification decision made by us this should be addressed in writing to the Assurance Services Manager outlining the grounds for reconsideration.

The appeal will be investigated by the Assurance Services Manager or authorised representative. The investigation will be

- conducted by an individual who is independent of the verification activity and engagement.
- If the appeal cannot be resolved (i.e. if the appellant is not satisfied with the appeal decision), then the appeal may be referred to the Company Secretary.

### 16. Complaints

If you have cause to complain (and where a response is expected) about the provision of our service, other than for purposes of an "appeal" the complaint should be made to the Assurance Services Manager.

If we receive a complaint about your organisation from a Regulator, within the scope of your contract, which proves on investigation to be well founded, we will require immediate action within a specified time.

Failure to take adequate action may lead to punitive action from the regulator (including potential fines and forfeit of allowances). A special visit may also be required to resolve the issue, which shall be charged to you at the standard day rate of the contract.

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**17. Law**

English law shall govern this agreement and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales. For work in the USA, then New York law shall govern this agreement and the parties agree to submit to the exclusive jurisdiction of the relevant courts.

**18. Termination**

We reserve the right to terminate this Agreement without cause by giving you 90 days' notice in writing.

You may also terminate this agreement by giving us 90 days' notice in writing but any remaining verification fees (for the year during which the termination notice was served) will become due for payment prior to termination. Upon termination you must remove all references to LUCIDEON verification.

Either party may terminate the Agreement without notice if the other party is unable to pay its debts or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding-up or dissolution of the other party.

**Last updated 01 April 2014**

All changes from the previous version are shown in blue text.

Note: Please refer to the link "Conditions of Contract Verification", which is shown at the bottom of each page of the website, for the most current version of these Conditions.