



UKCCC Terms of Business

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TERMS OF BUSINESS

1. DEFINITIONS

1.1 In these conditions 'the Company' shall mean UK Carbon Code of Conduct, a Community Interest Company, and 'the Customer' shall mean the party with whom the Company enters into a contract.

1.2 'the Services' means the services of project approval, verification and carbon credit issuance and / or other consultancy, goods and services to be carried out by UK Carbon Code of Conduct described in the Confirmation of Instructions.

2. CONTRACT TERMS

2.1 At all times the terms within the UK Carbon Code of Conduct Standard take precedence over any other Terms of Business.

2.2 By ordering any service from the Company the Customer will be deemed to agree that these conditions shall be incorporated into the contract covering such order and (save as expressly agreed by the Company in writing) no other conditions contained on or in any letter, order form, receipt or the like received by the Company in connection with any such order shall form part of a contract made in respect of the said services. No variations to these conditions or to any contract into which they are incorporated shall be binding unless confirmed in writing by an authorised officer of the Company. It is the Customer's responsibility to obtain this written confirmation.

2.3 In accordance with the Confirmation of Instructions, the Company shall deliver the Services to the Customer. Such delivery shall at the Customer's reasonable direction take the form of either delivery of a master copy of the content on suitable machine-readable media or in printed form. Times for delivery of the services are estimates only and the Company shall have no liability for delays to the services.

2.4 Following delivery in accordance with clause 2.3, the Customer shall carry out or procure the carrying out of an acceptance review of the Services delivered at the time fixed for the review. If the Customer in its reasonable discretion considers that the Services delivered or a material part of them have materially failed to conform to the Confirmation of Instructions, he shall promptly give written notice to the Company specifying the reasons for which he considers that the Services have so failed. On receipt of this notice the Company shall, subject to clause 2.5, determine the causes for the failure and advise the Customer of them, and shall then make such changes to the Services as may be reasonably necessary to achieve conformity with the Confirmation of Instructions or any variations agreed in writing. Following the making of any such changes the Customer shall repeat or procure the repetition of the acceptance review on the same terms as set out above in this clause.

2.5 If changes are required by the Customer to the Services that on investigation pursuant to clause 2.3 prove to result from requirements for the Services falling outside the Confirmation of Instructions, or variation to the Customer's requirements as agreed in writing, the Company shall be entitled to charge standard Company prices for the costs of investigation and of making any changes that are necessary and agreed.

2.6 Use of the Service by the Customer shall be deemed to be Acceptance of them even if the review process under clause 2.4 is incomplete.

3. QUOTATIONS

A quotation is for information only and is binding on the Company only if and to the extent that it is incorporated in an order from the customer which the Company has accepted in writing.

4. PRICES

9. NON-SOLICITATION

The Customer shall not, on its own behalf, or in conjunction with, or on behalf of any other person, company or firm, solicit or entice away or endeavour to solicit or entice away from the Company, any individual who is an employee, consultant or director of the Company. In the case of a breach, then the Customer will pay the Company a fee equal to 12 months of the employee, consultant or director's salary.

10. CONFIDENTIALITY

10.1 The Customer agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person, or to otherwise make use of or permit to be made use of, any information relating to the Company's technology, technical processes, business affairs or finances or any such information relating to a subsidiary, supplier, customer or client of the Company.

10.2 Neither the Customer nor the Company will make any public statement or any statement to a person associated with the media concerning the company, its customers or suppliers or their activities without first obtaining the written consent of the other.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All background Intellectual Property Rights (IPR) (that is all IPR owned or created or developed by a party other than during the course of the contract) owned by them and relevant for purposes of the contract may be made available at the absolute discretion of the party concerned to all parties for the purpose and duration of the project and all background IPR used in connection with the contract shall remain the property of the part introducing the same.

11.2 Unless otherwise agreed in writing any patent, copyright or design rights arising from the services provided by the Company or that is expected to arise from such work, shall belong to the Company.

This shall include, but is not limited to, all data, reports, documents, photographs, drawings, application programmes and codes.

11.3 The Customer agrees to indemnify the Company and its affiliates against any loss, damage, injury or claims relating to an infringement of any intellectual property rights resulting from the Customer's supply of data, information or software for the Company to use in delivering the contract. The Customer shall reimburse the Company fully for all royalties, damages or other payments that the Company shall be obliged to pay.

11.4 Neither the Customer nor the Company shall settle or compromise any litigation relating to the infringement of intellectual property rights without the consent of the other if such settlement or compromise is likely to obligate the other to make any payment or part with any property or grant any license or other rights.

11.5 Upon delivery the Company will provide a non-exclusive, non-transferable, in perpetuity licence to the Customer for use of the results of this Service provided under this contract.

12. LIMITATION OF LIABILITY

Except as otherwise expressly mentioned in these conditions or otherwise provided by law, the Company shall have no liability of any kind whatsoever to the Customer in respect of any loss or damage (whether direct, indirect, economic or consequential) suffered by the Customer whether in contract, tort or otherwise, and whether for loss or damage to property or otherwise in respect of any service supplied or work done by the Company (other than liability for negligence resulting in personal injury or death).

13. FORCE MAJEURE



The prices for Services are exclusive of Value Added Tax or other Government imposed excises or taxes (if any) which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

5. PRICE VARIATION

Notwithstanding anything which maybe quoted or agreed the Company reserves the right to make reasonable changes the price applicable at the date of service.

6. TERMINATION

This agreement may at any time be terminated by either party giving the other 1 year's notice before the end of the current verification cycle in writing, in accordance with the UK Carbon Code of Conduct Standard.

7. PAYMENT TERMS

7.1 Terms are net and, subject to any express terms to the contrary contained in a formal contract of supply between the Company and the Customer, services invoiced up to and including the last day of the calendar month shall be paid for no later than the last business day of the following month.

7.2 If payment is not received by the due date, the Company reserves the right to suspend or withdraw any or all services, special terms or conditions or discounts that have or are intended to apply to any current or future contract. The Customer shall be responsible for all costs and liabilities that arise or are incurred as a result of a suspension for non-payment.

8. INTEREST

The Company reserves the right to charge interest before judgment at the annual rate of 8% above the basic rate of the Company's bankers and after judgment at such rate as is prescribed by law or determined by court from the date of invoice until that date of payment.

The Company shall not be liable for failing to perform the contract whether wholly or in part, if the failure is caused either wholly or in part by any circumstance or circumstances outside the Company's reasonable control.

14. SEVERABILITY

Each of the terms and conditions shall be read independently of each other so that if one or more is held to be invalid for any reason whatsoever, then the remaining terms and conditions shall continue to be valid. Further, if any terms or condition is found to be void but will be valid if some part of it were deleted, then such term or condition shall apply with such modification as may be necessary to make it valid and effective.

15. AMENDMENT

No amendment to or variation of these terms and conditions shall be effective unless confirmed by one of the Company's authorised representatives in writing.

16. GOVERNING LAW

The interpretation and the performance of these conditions will be governed by the Law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

UK Carbon Code of Conduct CIC 2025.