



Carbon Trust Assurance Limited Management System Certification Scheme

Use of Marks

Introduction

The Carbon Trust ISO 50001 Certification Mark shows which businesses are making a significant effort to manage energy by implementing an energy management system (EnMS). It is awarded to certified clients that are committed to the continual improvement of their energy performance.

These guidelines have been created to help ensure the Mark is used in the correct way in all applications.

The Carbon Trust ISO 50001 Certification Mark comes in two forms:

1. not including the UKAS Mark, and
2. including the UKAS Mark.

The Carbon Trust ISO 50001 Certification Mark, not including the UKAS Mark:

The Carbon Trust ISO 50001 Certification Mark, not including the UKAS Mark takes the form seen below:



The Carbon Trust ISO 50001 Certification Mark, not including the UKAS Mark can be used on the following:

- Stationery and publicity material or other items relevant to their certificate (e.g. corporate literature)
- Corporate Property (that is not for sale i.e. staff uniforms, mugs, mouse-mats, flags)
- Buildings
- Company Records (except certificates)
- Website
- Local and National Advertising vehicles

The Carbon Trust ISO 50001 Certification Mark, not including the UKAS Mark is available as colour, black and white-out artwork.

Please note a change of colour to the Carbon Trust ISO 50001 Certification Mark, not including the UKAS Mark may be permitted in extenuating circumstances, but permission must be obtained from Carbon Trust Assurance Limited prior to any materials going live or before they go into production. Permission will only be given to change the colour if it is felt that the full colour, black or white out versions of the Mark are not workable. Carbon Trust Assurance Limited has final approval on whether a change of colour is permitted.

The Carbon Trust ISO 50001 Certification Mark, including the UKAS Mark:

The Carbon Trust ISO 50001 Certification Mark, including the UKAS Mark takes the form seen below:



The Carbon Trust ISO 50001 Certification Mark, including the UKAS Mark can be used on the following:

- Stationery and publicity material or other items relevant to their certificate (e.g. corporate literature)
- Company Records (except certificates)
- Website

The Carbon Trust ISO 50001 Certification Mark, including the UKAS Mark shall not be used on any of the following:

- Goods or products, including primary (e.g. blister packs) packaging and promotional products.
- Vehicles
- Buildings and Flags

The UKAS Mark shall only be used in conjunction with the Carbon Trust ISO 50001 Certification Mark

The Carbon Trust ISO 50001 Certification Mark, including the UKAS Mark is available as colour, black and white-out artwork.

Please note a change of colour to the Carbon Trust ISO 50001 Certification Mark, including the UKAS Mark may be permitted in extenuating circumstances, but permission must be obtained from Carbon Trust Assurance Limited prior to any materials going live or before they go into production. Permission will only be given to change the colour if it is felt that the full colour, black or white out versions of the Mark are not workable and the proposed colour is a single colour, which is the predominant colour of the document or letterhead. Carbon Trust Assurance Limited has final approval on whether a change of colour is permitted.

Carbon Trust Assurance ISO 50001 Licence Agreement

1. Parties

1.1 THIS LICENCE AGREEMENT is between: (i) you; and (ii) Carbon Trust Assurance Limited, a company incorporated in England (no. 06547658), with its registered office at 4th Floor, Dorset House, 27-45 Stamford Street, London, SE1 9NT. (the “Licensor”).

2. Interpretation

2.1 References to a statute, ordinance or other law will be deemed to include regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

2.2 References herein to Clauses and Appendices are to clauses in and appendices to this Licence Agreement.

2.3 The headings are inserted for convenience only and will not affect the construction of this Licence Agreement.

2.4 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

2.5 “Affiliate” means in relation to either party, every company that is, from time to time, a subsidiary or holding company of that party, or a subsidiary of any such holding company (and the terms subsidiary and holding company will have the same meanings as given to them in section 1159 of the Companies Act 2006).

3. The Carbon Trust ISO 50001 Certification Mark

3.1 The Carbon Trust ISO 50001 Certification Mark (the “Mark”), when displayed by an organisation (or any part of it), demonstrates that the organisation has established, documented, implemented, and shall maintain and improve, an energy management system for the purpose of the continual improvement of energy performance, and that this management system has been certified as such by the Licensor. By using the Mark, you are representing that your organisation (or the relevant part of your organisation) meets these requirements.

3.2 The Licensor has made such searches and enquiries as have been considered appropriate (including a full search of the UK Trade Marks Register (extending to the OHIM Community Trade Marks (CTM) Register, and International Registers – designating UK and CTM)) and to the best of the Licensor’s knowledge, information and belief, no likely conflicts to the use or registration of the Mark in the UK or the EU have been located.

3.3 Your use of the Mark will be your responsibility having regard to such laws, regulations and codes that may apply to any such representation or advertisement of your organisation’s practices.

3.4 If you intend to use the Mark with any additional trademarks, narrative, information or branding, you are advised to notify the Licensor as early as practicable during your creative process, but in any event you must submit a draft version of your intended usage and seek approval from the Licensor before you use the Mark. Without prejudice to the provisions of Clause 7, the Licensor will use reasonable endeavours to respond to your notification within 10 working days and will either approve, or provide advice in respect of, your intended use. It will remain your responsibility to adhere to the Conditions of Use at Clause 7.

4. Grant of Licence

4.1 This Licence Agreement grants you permission to use the Mark on the basis that you have successfully been certified by the Licensor to the ISO 50001 standard and have maintained that certification.

4.2 The term “you” includes all parts of your organisation (which may include your Affiliates) which have been certified by the Licensor to the ISO 50001 standard.

5. Scope of Licence

Subject to Clause 7, you are hereby granted a personal, non-exclusive, non-transferable licence to use the Mark in connection with the locations and

activities specified on the ISO 50001 Certificate of Conformity issued by the Licensor for as long as the Certificate (the “**Certificate**”) remains valid (the “**Term**”).

6. Expiry of Licence and Licence Renewal

6.1 Your licence granted under this Licence Agreement is not automatically renewable. It may be renewed, upon expiry of the Term, subject to the approval following a certification or recertification audit for ISO 50001.

6.2 Where approval is granted following a certification or recertification, the Term of your renewed licence will be effective from the date that the certificate was reissued.

6.3 If you fail to be re-certified your licence will be deemed to have expired at the end of the Term.

7. Conditions of Use

By using the Mark, YOU AGREE to the following conditions:

7.1 To display the Mark only in (or in relation to) areas that fall within the activities (scope of certification) and locations specified on the Certificate.

7.2 Not to use the Mark in conjunction with any goods or services supplied by your organisation in any way so as to indicate or imply that they are certified rather than the management system.

7.3 To adhere to the Mark usage guidelines published by the Licensor (as may be updated from time to time).

7.4 Not to make any statement with reference to the Mark, or use the Mark in any way, that in the Licensor’s opinion is misleading or could bring the Licensor, its Affiliates and/or the Mark into disrepute.

7.5 To do nothing which may be taken to indicate that you have any right, title or interest in or to the

Mark (other than the licence granted herein). The Mark is the Licensor's property; any goodwill derived from your use of the Mark will accrue to the Licensor, and you now assign to the Licensor that goodwill (and will, promptly at the Licensor's request, execute a confirmatory assignment of that goodwill at any time).

7.6 To notify the Licensor promptly of any infringement or unauthorised use of the Mark by others of which you become aware. The Licensor will have the sole right, at its own expense, to bring any action on account of any such infringement or unauthorised use, and you agree to cooperate with the Licensor as the Licensor may request, in connection with any such action brought by the Licensor.

8. Withdrawal of Licence

8.1 The Licensor reserves the right to request that you stop using the Mark immediately in the event that you breach Clauses 7.1 - 7.5 above or if you commit or participate in any offence under the Bribery Act 2010 in relation to this or any other contract between you and the Licensor (and, if you do, the Licensor shall be entitled to recover from you the amount of any loss arising or resulting from such termination and/or from your commission of or participation in such offence and the amount of value of any such gift, consideration or commission).

8.2 If the Licensor makes such a request, you will cease to use the Mark immediately and will remove or obliterate the Mark from any areas in which you have displayed the Mark; the provisions of Clause 11 will apply.

9. Liability

9.1 The Licensor will not be liable to you for loss or damage arising from or in connection with any representations, agreements, statements or undertakings made in respect of the Licence prior to the date of your Certification other than those expressly incorporated or referred to in this Licence Agreement.

9.2 Any liability incurred by the Licensor hereunder will under no circumstances extend to any loss other than direct loss (including loss of profits, whether or not foreseeable), as defined under English law, nor will it extend to any loss arising from your breach of this Licence Agreement or any usage of the Mark by you outside of the scope of the licence granted to you under this Licence Agreement.

9.3 The total and aggregate liability of the Licensor in connection with this Licence Agreement will not at any time exceed an amount equal to 10x the fee you have paid for your Assessment.

9.4 Except as provided in this Licence Agreement, the Licensor will be under no further liability of any sort.

10. Notices

10.1 All notices, communications and other correspondence required or permitted by this Licence Agreement will be in writing and will be sent by (a) facsimile; (b) E-mail; or (c) post by recorded/tracked mail or courier. The Licensor will send any such notices, communications and other correspondence to the nominee appointed by you at the address provided during your Assessment, unless otherwise notified in writing in accordance with this Clause.

You will send any of the foregoing to Licensor at the following address:

Licensor
Attn: Company Secretary
Carbon Trust Assurance Limited
4th Floor, Dorset House,
27-45 Stamford Street,
London, SE1 9NT, UK
Fax: 020 7170 7020
e-mail: legal@carbontrust.com

10.2 Any Notices to you from the Licensor will be sent to the contact person and address and/or e-mail address and/or facsimile number provided by

you during your application or assessment (unless you tell us otherwise in writing).

10.3 Notices will be deemed sent and received by means of either (i) a confirmation report in the case of either e-mail or facsimile; or (ii) a signature of receipt or confirmation code in the event of notice by recorded/ tracked mail or courier.

11. Termination

11.1 The provisions of this Licence Agreement will continue to apply until:

11.1.1 The expiry of the Term or notification of failure of re-certification; or

11.1.2 Withdrawal of the licence by the Licensor in accordance with Clause 8.

11.2 All rights granted by this Licence Agreement, including, without limitation, your right to use the Mark, will expire upon termination or expiry of this Licence Agreement and, upon termination or expiry, you will immediately, or within such time frame as the Licensor agrees, cease and desist from all further use of the Mark. You will further ensure that the Mark is removed from all areas in which it is displayed and provide the Licensor with signed confirmation of such removal.

11.3 The expiry of this Licence Agreement will not affect any obligations which, by their nature, are intended to continue beyond such expiry.

12. General

12.1 No Waiver. The Licensor's failure to enforce or to exercise, at any time or for any period of time, any term of, or any right arising under, this Licence Agreement does not constitute, and will not be construed as, a waiver of such term or right and will in no way affect the Licensor's right later to enforce or exercise it.

12.2 Severability. If any provision of this Licence Agreement, or the application of that provision, proves to be unenforceable for any reason, the

remainder of this Licence Agreement, and the application of the provision, will be interpreted as best possible to give effect to the original intent behind such provision.

12.3 No Agency. You will not represent yourself as agent of the Licensor for any purpose whatsoever, nor will you have the authority to create or assume any obligations of any kind for or on behalf of the Licensor.

12.4 No Partnership. Nothing in this Licence Agreement is intended to create any partnership between you and the Licensor.

12.5 No Transfer of Rights. The licence granted hereunder is personal to you, and you are not permitted to assign, sublicense, and transfer or otherwise convey your rights hereunder in whole or in part to any third party without the prior written consent of the Licensor. You will indemnify and hold the Licensor harmless against all liability, costs, and expenses arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of your rights in breach of this Licence Agreement.

12.6 Entire Agreement. This Licence Agreement contains the entire agreement between you and the Licensor with regards to the licensing to you of the Mark. You warrant that you have not relied on any oral representation made by the Licensor or upon any descriptions, illustrations or specifications contained anywhere other than within this Licence or directly on (or from) the Licensor's website.

12.7 Precedence. To the extent that there is any conflict between this Licence Agreement and the provisions of your Assessment Agreement, the provisions of your Assessment Agreement will take precedence.

12.8 Governing Law and Jurisdiction. This Licence Agreement is governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.



Carbon Trust Assurance Limited is a wholly-owned subsidiary of the Carbon Trust. The business and registered office of the Carbon Trust Assurance Limited is 4th Floor, Dorset House, 27-45 Stamford Street, London SE1 9PY. Carbon Trust Assurance Limited is registered in England and Wales with number 06547