

SPECIAL TERMS AND CONDITIONS (CRC SERVICES)

Where Valpak agrees to provide Client with CRC Services then the terms of these Special Terms and Conditions (CRC Services) shall apply in addition to the terms of the General Terms and the Proposal.

1 DEFINITIONS

- 1.1 For the purposes of these Special Terms, in addition to the definitions in the General Terms of this Agreement, the following words and expressions have the following meanings:

“**Administrator**” has the meaning detailed in the CRC Order.

“**Agent**” means an agent as defined by the Environment Agency in respect of England and Wales, the Scottish Environment Protection Agency in respect of Scotland and the Northern Ireland Environment Agency in respect of Northern Ireland.

“**CRC Order**” means the CRC Energy Efficiency Scheme (Amendment) Order 2011 made pursuant to the Climate Change Act 2008.

“**Phase One**” means the first of the seven phases of the CRC Scheme detailed in the CRC Order, being 1 April 2010 to 31 March 2014.

“**Phase Two**” means the second of the seven phases of the CRC Scheme detailed in the CRC Order, being 1 April 2014 to 31 March 2019.

“**Primary Contact**” has the meaning designated by the Registry.

“**Registry**” has the meaning detailed in the CRC Order.

“**Registrant**” has the meaning designated by the Registry.

“**Secondary Contact**” has the meaning designated by the Registry.

2 CLIENT'S OBLIGATIONS

- 2.1 Client shall (at all times) comply with all relevant obligations of the CRC Order.

- 2.2 Unless otherwise agreed in writing, Client hereby authorises Valpak to:

2.2.1 (as directed by the Registry) either:

- a) conduct the registration as Registrant on behalf of and in the name of Client and to be the Primary Contact or Secondary Contact or Agent of the Primary or Secondary Contact; or
- b) assume the role of Client's Primary Contact or Secondary Contact or Agent of the Primary or Secondary Contact and/or account representative (as appropriate) at the earliest point permitted by the Registry; and

2.2.2 complete any declarations on behalf of Client as required as part of the registration process.

- 2.3 Client shall promptly provide:

2.3.1 all relevant information and additional authorisations as required by Valpak to complete the registration process as set out at clause 2.1 of these Special Terms and Conditions (CRC); and

2.3.2 any relevant authorisation necessary for Valpak to obtain Third Party Data.