



Terms of Website Use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website sustainablebusinessservices.co.uk (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information About Us

sustainablebusinessservices.co.uk is a site operated by Sustainable Business Services Ltd ("We"). We are registered in England and Wales under company number 13014827 and have our registered office at 38 Gillas Lane, Houghton Le Spring DH5 8EE. Our VAT number is 371 6303 12.

Accessing Our Site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our site, you must comply with the provisions of our acceptable use policy.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and that they comply with them.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the materials on our site for commercial purposes without obtaining prior agreement.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on Information Posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We, therefore, disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our Site Changes Regularly

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our Liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information About You And Your Visits To Our Site

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

Viruses, Hacking And Other Offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Links From Our Site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Letter of Authority

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Conditions: these terms and conditions set out in clause 1 to clause 9 (inclusive).

Contract: the contract between the Customer and SBS for the supply of the Services incorporating the Letter of Authority and these Conditions.

SBS: Sustainable Business Services Limited, trading as Sustainable Business Services.

Letter of Authority: the letter of authority provided by SBS to the Customer and executed by the Customer to authorise SBS to negotiate on behalf of the Customer with Utility Providers.

Services: the services, including without limitation production of any comparisons, analysis, documents or information produced by SBS for or on behalf of the Customer, to be provided by SBS pursuant to this Contract.

Utility Providers: any provider of water, gas and/or electricity.

1.2 Interpretation:

- a. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- b. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- c. A reference to writing or written includes email.

The Contract shall commence on the date when the Letter of Authority has been signed by both parties for utility services or when the Contract Supply Schedule has been signed for Carbon management services, and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than 30 days' written notice to terminate.

2.1 SBS shall supply the Services to the Customer from the date of execution of the Letter of Authority or Contract Supply Schedule in accordance with this Contract.

2.2 In supplying the Services, SBS shall perform the Services with reasonable care and skill.

3.1 The Customer shall:

- a. co-operate with SBS in all matters relating to the Services;
- b. provide, in a timely manner, such information as SBS may reasonably require, and ensure that it is accurate in all material respects; and immediately inform SBS if there is any change in the Customer's circumstances and/or business, which may affect the provision of the Services;
- c. Immediately inform SBS if there are any reasons why the authority given by the Letter of Authority should be revoked;
- d. Provide authority for SBS to enter into discussions and/or arrangements with such Utility Providers as SBS may determine (as further detailed in the Letter of Authority) and the Customer agrees that SBS may supply any information, data or documents that SBS may receive from the Customer to any such Utility Provider; and
- e. Comply with the provisions of the Bribery Act 2010 and any other applicable legislation.

3.2 If the performance by SBS of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, SBS shall:

- a. not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay; and
- b. be entitled to recover any additional costs, charges or losses of commissions SBS sustains or incurs that arise directly or indirectly from such prevention or delay.

SBS work with several selected suppliers when providing our utilities (energy and water) procurement and management services.

Our services are either paid for by these selected suppliers when you enter a contract with one of them in relation to your supply or by a fee agreed directly between you and ourselves.

When authorised by you pursuant to your letter of authority we will contact our selected suppliers to present you with options for your selection of supplier.

We are not your agent for the selection of suppliers or for entering your contract.

Our income per contract varies based on market and industry conditions at the time of entering the contract and the specific characteristics of your consumption patterns and is only known after the contract has completed.

With respect to utilities where we are paid by the supplier, as opposed to fixed fee received from you, the typical payment received from our supplier for our services average [2%] of you spend on the utility.

Sustainable Business Services will present both options as part of the quote.

Where SBS have been appointed to provide Carbon Accounting and management services, SBS work with several selected software providers to provide your services. For Carbon services, SBS will issue a Contract Supply Schedule for signature, confirming the service provided, payment method and fixed term as agreed.

4.1 Nothing in this Contract shall limit or exclude SBS's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- b. fraud or fraudulent misrepresentation; and
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

4.2 Subject to clause 4.1, SBS shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;

- d. loss of anticipated savings or costs of utilities (whether or not such anticipated savings were suggested or calculated by SBS);
- e. loss of use or corruption of software, data or information;
- f. loss of or damage to goodwill; and
- g. any indirect or consequential loss.

4.3 Subject to clause 41, the total liability of SBS to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to 20%) of the average annual commissions earned by SBS under this Contract.

4.4 The conditions implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

5.1 Without affecting any other right or remedy available to it, either party to this Contract may terminate it with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- c. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

5.2 On termination of this Contract for whatever reason:

- a. termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination; and
- b. any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

6.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

6.2 Assignment and other dealings.

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of SBS.
- (b) SBS may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Contract.

6.3 Entire agreement.

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this Contract.

6.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

6.6 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- a. waive that or any other right or remedy; or
- b. prevent or restrict the further exercise of that or any other right or remedy.

6.7 Severance. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

You agree that all documents produced or received by us in connection with providing our services to you are owned by us. We may agree to provide you with copies of some or all these documents upon written request, subject to your written agreement not to disclose any such documents and/or the information contained within them to any third parties without our prior written consent. Depending on the nature of your request this may incur an administration fee.

Thank you for visiting our site.