

**CRC Energy Efficiency Scheme
UK Registry**

Administrative Rules

Version 3: 11 April 2011

The CRC Energy Efficiency Scheme Registry for the UK is administered and maintained by the Environment Agency.

Part 1 – Introduction

- 1 This document is the Administrative Rules prepared by the Administrator under Article 68(4) of the Order.
- 2 The Administrative Rules comprise the following parts (**Parts**):

Part 1 – Introduction;

Part 2 – Definitions and Interpretation;

Part 3 – The general rules for an Account Holder;

Part 4 – The Registry access and use procedures for an Account Holder; and

Part 5 – The special Registry access and use procedures for a Compliance Account Holder.
- 3 References to any of the Parts of the Administrative Rules, are to those Parts as, and to the extent from time to time, modified by the Administrator.
- 4 These Administrative Rules do not prescribe the Registration process for a Participant. However, applications for Registration are made using the Registry.
- 5 In conjunction with the Order, these Administrative Rules govern the use of the Registry and operation of Compliance Accounts, on behalf of a Participant. Where a Participant is a Group, each member of the Group has joint and several responsibility to fulfil the obligations under the Order which fall on a Participant (other than a member which is a significant group undertaking and has Registered as a Participant independently of the Group).
- 6 A Participant's Compliance Account is held by a Compliance Account Holder. The Compliance Account Holder may be the Participant itself or, if the Participant is a Group, a nominated member of that Group (unless the Participant has no principal place of activity in the United Kingdom, in which case it must nominate a UK-based Undertaking or public body to act as its Compliance Account Holder).
- 7 During the Registration Process a Participant also nominates three individuals (one of whom is a Senior Officer of the Compliance Account Holder) to act as its Authorised Representatives. These Authorised Representatives carry out administrative tasks for the Participant and also, nominate for appointment by the Senior Officer at least one individual to act as the Participant's Account Representative. The Account Representative(s) represent the Participant and its Compliance Account Holder and in this capacity, may apply for, trade and surrender Allowances in a Compliance Account. A Representative may appoint an individual to act as its agent.
- 8 An Account Holder shall have read and understood the Administrative Rules in its capacity as an Account Holder on its own behalf and on behalf of the Participant whose Compliance Account it holds by such Account Holder's Representative clicking on the "accept" button.

Part 2 – Definitions and Interpretation

1 Introduction

1.1 This Part 2 contains the meanings of the terms and expressions used within the Administrative Rules.

2 Defined Terms

Account means an Allowance account held in the Registry, excluding the Cancellation Account;

Account Data means information and data provided in connection with any: (i) application for Registration by a Participant; or (ii) the nomination of Account Representative(s) by a Compliance Account Holder, including information relating to an Account Holder or any of its (or their) Representatives;

Account Holder means the public body, Undertaking or other person in whose name an Account in the Registry is held;

Account Representative means an individual (and any agent appointed by such individual) with Level 2 Authorisation who has access to, and operates, an Account on behalf of an Account Holder, and may transfer and (if applicable) apply for allocations of, and surrender, Allowances;

Administrative Rules means the rules established by the Administrator in relation to the operation of the Registry prepared pursuant to Article 68(4) of the Order;

Administrator means the Environment Agency in its capacity as administrator of the Registry pursuant to Article 9 of the Order;

Allowance means, in relation to each Phase, a tradeable allowance (issued under regulations made by the Treasury under Section 21 of the Finance Act 2008) which is during that Phase, or for any given year in a Phase, valid under the Order;

Authorised Representative means an individual (and any agent appointed by such individual) with Level 1 Authorisation who carries out administrative tasks in the secure areas of the Registry on behalf of a Participant;

Blocking means to prevent or restrict the operation by an Account Holder of an Account (and **Block** and like terms shall be construed accordingly);

Cancellation Account means the account provided by the Administrator into which Allowances must be surrendered by a Participant in compliance with the Order;

CEDR means the Centre for Effective Dispute Resolution, UK Company number 2422813 whose website is at www.cedr.co.uk;

Change means a change in respect of a Participant which must be notified to the Regulator under Schedule 6 of the Order;

Charges means the charges levied by the Administrator including under the Order for the chargeable activities set out in Article 82 of the Order;

Charitable Purpose has the meaning given by:

- (a) section 2 of the Charities Act 2006 in relation to England and Wales;

(b) section 7(2) of the Charities and Trustee Investment (Scotland) Act 2005 in relation to Scotland;

(c) section 2 of the Charities Act (Northern Ireland) 2008 in relation to Northern Ireland;

Claimant has the meaning given in Part 3, Paragraph 16.1;

Compliance Account means an Account held in the name of a Compliance Account Holder (on behalf of a Participant) to which Allowances are issued and from which Allowances may be transferred and/or surrendered;

Compliance Account Holder means the public body or Undertaking in whose name a Compliance Account is held, or is to be held, in the Registry, and:

- (a) (where the Participant is not a Group of Undertakings or public bodies), means the Participant; and
- (b) (where the Participant is a Group of Undertakings or public bodies), means the member of the Group nominated to hold the Compliance Account on behalf of the Participant (and in such circumstances is also referred to in guidance published by the Administrator as the "Primary Member"),

but if (in either (a) or (b) above of this definition) the Participant has no principal place of activity in the United Kingdom, means the UK-based Undertaking or public body nominated to hold the Compliance Account on behalf of the Participant;

Content means the data, text, images, material and information on the Registry or available through the Registry;

Contingency means any event or circumstance or combination of events or circumstances beyond the reasonable control of the Administrator which prevents, hinders or delays the Administrator from performing any of its duties, functions or responsibilities under the Administrative Rules including:

- (a) an act of God;
- (b) riots, war or armed conflict declared or undeclared, threat of war, act of public enemy, acts of terrorism, blockade, revolution, insurrection, civil commotion, public demonstration, sabotage or act of vandalism;
- (c) fire, storm, flood, earthquake or other natural disaster;
- (d) strike, lockout or other industrial disturbance or dispute;
- (e) internet outages, communications outages, failures in communications equipment, power failures or fluctuations; and
- (f) faults or failures of: (i) the Government Gateway; (ii) networks, services, equipment or software of the provider of Digital Certificates; (iii) providers of telecommunications services or software services; or (iv) other third party services to the Administrator.

CRC Energy Efficiency Scheme Charges Guidance Document means the document issued by the Regulators entitled "CRC Energy Efficiency Scheme Charging Schemes and Guidance Document" being the "CRC Energy Efficiency Scheme Charges" referred to in Article 83(1)(a) of the Order as the same may be revised in accordance with Article 84 of the Order;

Credentials means the user name and password generated by the Government Gateway;

Crown Copyright means copyright material which is produced by employees of the Crown in the course of their duties;

Digital Certificate means an electronic proof of identity approved for use with the Government Gateway;

Directive means any applicable present or future directive, instruction, direction or rule (as modified, extended or replaced) of any Relevant Authority acting legitimately under Law;

Dispute means a dispute between an Account Holder and the Administrator under the Administrative Rules;

Enforcement Agencies means any governmental or other agency that has investigative or enforcement powers in relation to criminal activity, including but not limited to the Serious Organised Crime Agency, Her Majesty's Revenue and Customs, Her Majesty's Treasury, the Department for Business Innovation and Skills and the Financial Services Authority;

Enrolment means the process which completes the Registration of a Participant;

Environmental Information Regulations means the Environmental Information Regulations 2004 (SI 2004/3391);

Existing Compliance Account Holder means the existing Compliance Account Holder (in respect of a Participant which is an Undertaking or Group of Undertakings) before a change of Compliance Account Holder under Part 5, Paragraph 9;

Existing Senior Officer means the existing Senior Officer appointed in respect of a Compliance Account Holder;

Freedom of Information Act means the Freedom of Information Act 2000;

Government Gateway means the secure UK Government website that allows users of the gateway to register for access to online government services;

Group has the meaning given to "group" in the Order;

Group Undertaking has the meaning given by section 1161(5) of the Companies Act 2006 except that references to an "undertaking" in that section shall be construed as being references to the term "Undertaking" as defined below;

Help Desk means the telephone and e-mail help desk established by the Administrator to answer queries of Account Holders which cannot be addressed via the Registry;

Highest Parent Undertaking means the Undertaking in the Group which is not a subsidiary of any other Undertaking in the Group;

Intellectual Property Rights means all rights in inventions, patents, trademarks and service marks, logos, design rights, rights in trade names and business names, copyrights (including, for the avoidance of doubt, rights in computer software), database rights and semiconductor topography rights and all other rights in the nature of intellectual property rights (in each case whether registered or unregistered and including all applications for the same) anywhere in the world;

Known Facts means:

- (a) the secure access personal identification number (PIN) provided to the Senior Officer; and/or
- (b) the reference number provided to:
 - (i) the Authorised Representatives in order to facilitate Enrolment; and/or

- (ii) the individual seeking appointment as an Account Representative in order to facilitate completion of that individual's appointment as an Account Representative,

Law means any applicable statute, ordinance or other law, regulation, by-law, order, decree, statutory instrument or other form of delegated legislation, any treaty or international convention or directive of the Council of the European Union (and shall include the Order);

Level 1 Authorisation means Government Gateway Security Level 1;

Level 2 Authorisation means Government Gateway Security Level 2;

Loss means any loss, claim, costs (including professional costs), liability, damage or expense howsoever suffered or incurred;

New Compliance Account Holder means the Compliance Account Holder (in respect of a Participant which is an Undertaking or Group of Undertakings) further to a change of Compliance Account Holder under Part 5, Paragraph 9;

New Senior Officer means a Senior Officer (other than the Existing Senior Officer) who is nominated under Part 5, Paragraph 10;

Order means the CRC Energy Efficiency Scheme Order 2010;

Participant means:

- (a) a public body or Group of public bodies; or
- (b) an Undertaking or Group of Undertakings,

Registered by the Administrator as a "participant" under the Order, and which carries out a Scheme Activity including (where a "participant" is a Group, subject to Schedule 6 of the Order), the members from time to time of that Group;

Party has the meaning given in Part 3, Paragraph 19.2;

Phase means each of the seven phases of the Scheme described in Article 2(1) of the Order;

Primary Contact means one of the Authorised Representatives appointed by the Participant;

Primary Member means the public body or Undertaking nominated by a Participant to act as its Compliance Account Holder;

Registration means in relation to each Phase, registration under the Order (and **Register, Registered, Re-register, Re-registration, and Re-registered** shall be construed accordingly, as the context allows);

Registry means the electronic system established by the Administrator under Article 68 of the Order and operated by the Administrator (or on its behalf);

Regulator means any administrator for the time being under the Order and includes the Environment Agency in its capacity as such;

Relevant Authority means any Regulator, the government of the United Kingdom or any ministry, department or political subdivision thereof, any court or tribunal or any other governmental entity, instrumentality, agency, authority, committee or commission (in each case, of any tier) under the direct or indirect control of the government of the United Kingdom or any independent regulatory authority relating thereto;

Report means (without limitation) any:

- (a) annual report;
- (b) footprint report; or
- (c) residual measurement list;

required to be submitted to the Administrator by a Participant under the Order;

Representative means an Authorised Representative and/or an Account Representative;

Scheme means the trading scheme established by the Order;

Scheme Activity means to carry on a business or a public function or an activity which has a Charitable Purpose;

Secondary Contact means one of the Authorised Representatives appointed by the Participant;

secure area in relation to the Registry means the areas in the Registry to which the general public do not have access, in which Accounts are held;

Senior Officer means the individual exercising management control over a Compliance Account Holder to whom Known Facts are sent for the purposes of Enrolment and whose approval is required for the appointment of Account Representatives;

System Error means an error and/or omission arising out of a design flaw, malfunction or other error that causes or may cause a failure of the Registry to operate in accordance with its specifications;

Third Party Information means all Content of an Account Holder, Representative or Participant, including:

- (a) Reports; and
- (b) information or Reports provided by, or relating to, an Account Holder, Representative(s) or a Participant:
 - (i) used by the Administrator to generate additional Content; or
 - (ii) kept and maintained by the Administrator as Content;

under the Order but excluding such Content provided by, or relating to, an Account Holder, Representative or Participant as the Administrator publishes or otherwise makes available in the Registry which the Administrator is under a duty to verify under the Order;

Transfer Error Notice means a notice to be sent from an Account Holder to the Administrator containing information relating to an error in respect of transfers of Allowances, pursuant to Part 4, Paragraph 10 of the Administrative Rules;

Transfer Process has the meaning given in Part 4, Paragraph 9.2 of the Administrative Rules;

Undertaking means an undertaking as defined in section 1161(i) of the Companies Act 2006 (as if that definition included an unincorporated association which carries on a charitable activity) but an Undertaking does not include a public body;

Web-page means an individual page (whether static or dynamically generated) available as part of the Website;

Website means the website at <https://crc.environment-agency.gov.uk/crcregistry> which is the online interface via which:

- (a) applications for Registration may be made;

- (b) Representatives may access the secure areas of the Registry; and
- (c) members of the public can access certain public information available in the Registry;

Website Terms and Conditions means the document entitled "Website Terms and Conditions" governing the use of the non-secure area of the Website;

Working Day means 9 a.m. to 5 p.m. on Mondays to Fridays, excluding:

- (a) bank holidays within the meaning of section 1 of the Banking and Financial Dealings Act 1971 (but including those bank holidays in part only of the United Kingdom);
- (b) Good Friday; and
- (c) (when it falls on a day that would otherwise be a working day) Christmas Day; and

Year means (except for the qualification year in respect of the first Phase) 1 April in a calendar year to 31 March in the next calendar year, inclusive of those dates.

3 Interpretation

In the Administrative Rules unless the context otherwise requires:

- 3.1 the words "other", "include" and "including" do not denote limitation in any way;
- 3.2 the singular includes the plural and vice versa;
- 3.3 where the Administrative Rules define a word or expression, related words or expressions have a consistent meaning;
- 3.4 any reference to any treaty, statute, statutory provision or law, or decision of the European Parliament or directive of the Council of the European Union (whether issued jointly with any other person or under any other name), or direction, notification orders, standard or document issued by a Relevant Authority, includes a reference to such statute, statutory provision, law, directive, decision, direction, notification order, standard or document as amended, extended, re-enacted, consolidated or replaced from time to time, and includes any order, regulation, instrument or other subordinate legislation made under any such instrument, as may be amended, replaced, extended or consolidated from time to time;
- 3.5 references to a person includes an individual or a body of persons corporate or unincorporate;
- 3.6 references to time are to the time prevailing in London, England;
- 3.7 the tables of contents, headings, sub-headings and descriptions of paragraphs and clauses after cross-references are for convenience only and do not affect the construction of the Administrative Rules;
- 3.8 the language of the Administrative Rules is English. If the Administrative Rules are for any reason translated into any language other than English, the English text shall prevail;
- 3.9 unless otherwise specified or the context requires otherwise, terms used within the Administrative Rules shall have the meaning given to them in the Order; and
- 3.10 if there is any inconsistency between the Administrative Rules and the Order then the provisions of the Order shall prevail to the extent of the inconsistency.

Part 3 – The general rules for an Account Holder

1 Introduction

- 1.1 This Part 3 sets out the general rules for the operation of an Account by an Account Holder in relation to the secure parts of the Registry.
- 1.2 These general rules for an Account Holder form part of the Administrative Rules.

2 Relationship between an Account Holder and the Administrator

- 2.1 The Administrative Rules govern the relationship between:
 - (a) the Administrator; and
 - (b) the Account Holder in whose name a Participant's Account is held (on behalf of that Participant),and nothing in the Administrative Rules shall be construed as conferring or purporting to confer a right, benefit, entitlement or privilege on any third party (other than the limited rights granted to Participants and Representatives under these Administrative Rules).
- 2.2 A Participant (acting under the Order) is represented by the Account Holder in whose name that Participant's Account is held, and the Account Holder acts on behalf of:
 - (a) that Participant; and
 - (b) where the Participant is a Group, on behalf of each member of that Group;in relation to the obligations under the Order imposed on that Participant.
- 2.3 A Participant (acting under the Order) is also represented by Authorised Representatives who act on behalf of that Participant.
- 2.4 A Participant (and where the Participant is a Group, each member of the Group) shall be bound by the acts and omissions of the Account Holder under these Administrative Rules in whose name an Account for that Participant is held.
- 2.5 A Participant (and where the Participant is a Group, each member of the Group) and the Account Holder (referred to in Paragraph 2.2 above) shall be bound by the acts and omissions of:
 - (a) each Authorised Representative who is appointed by that Participant; and
 - (b) each Account Representative who is appointed on behalf of that Account Holder,whether or not the act or omission is outside the authority (express or implied) of such Representative(s).
- 2.6 The Administrator may:
 - (a) take all acts and omissions of an Account Holder, in whose name an Account for a Participant is held, to have been legitimately taken on behalf of that Participant and within its scope of authority (express or implied);
 - (b) take all acts and omissions of an Account Representative, in relation to an Account Holder's Account, to have been legitimately taken on behalf of that Account Holder and within its scope of authority (express or implied); and

- (c) take all acts and omissions of a Participant's Authorised Representative to have been legitimately taken on behalf of that Participant and within its scope of authority (express or implied),

and may rely on any act or omission and need not verify or make any enquiry as to the authority of that Account Holder or Representative (as the case may be) in relation to any of its acts or omissions.

- 2.7 Where the Administrative Rules impose an obligation on an Account Holder, such obligation may be carried out on behalf of that Account Holder by its Account Representative(s).
- 2.8 In this Part 3, and in Parts 4 and 5 of the Administrative Rules, where the context allows, references to Representatives of an Account Holder, include Authorised Representatives appointed by, and acting on behalf of, the Participant whose Account is held in the Account Holder's name.
- 2.9 It shall be the responsibility of an Account Holder or Participant (as the case may be) to ensure that a Representative it appoints is competent to perform and does perform its obligations in accordance with the Administrative Rules. The Administrator shall have no duty or obligation to check that a Representative is competent to perform and does perform its obligations in accordance with the Administrative Rules.

3 The Registry

- 3.1 The Registry is established by the Administrator and allows for:
 - (a) Registration (and Re-registration) by a Participant;
 - (b) electronic communications between: (i) Representatives; and (ii) the Administrator;
 - (c) access to and operation of Accounts by an Account Holder;
 - (d) transfers of Allowances between Accounts by an Account Holder;
 - (e) applications for allocation of Allowances;
 - (f) the issuance of Allowances;
 - (g) surrender and cancellation of Allowances;
 - (h) provision of Reports and information by a Compliance Account Holder to the Administrator;
 - (i) publication of certain information by the Administrator; and
 - (j) such other processes as are necessary or reasonably incidental to the requirements of the Order.

4 Communication

- 4.1 All communications made via or relating to the Registry:
 - (a) shall be in English; and
 - (b) may be in Welsh in addition to English, if a Participant or an Account Holder has requested in writing to the Administrator for communications to and from it (and its Representatives) to be in Welsh.

5 Availability of the Registry

5.1 The availability of the Registry is subject to:

- (a) the Working Days of the Registry;
- (b) planned downtime or maintenance (including upgrades and reconfigurations) of the Registry, communicated in advance by the Administrator to an Account Holder from time to time;
- (c) suspension, interruption, shutdown, delay and/or closure (in whole or part) for a Contingency; and
- (d) suspension, interruption, shutdown, delay and/or closure (in whole or part) where the Administrator believes that the security of the Registry may be at risk,

and during the events or circumstances set out in Paragraphs 5.1(c) and (d) above the information contained in the Registry may not be fully up to date.

5.2 (Without prejudice to Part 4 of the Administrative Rules or Paragraph 5.1 above) the availability to a Participant and its Account Holder (and/or its Representatives) of the Registry or its Account in the Registry is subject to:

- (a) Blocking as described in Part 5, paragraph 4 of the Administrative Rules;
- (b) the suspension or restriction of access to and operation of that Account by an Account Holder or Representative;
- (c) the suspension or restriction of use of the Registry; and
- (d) the cancellation of the Registration of a Participant.

6 The Administrator

6.1 The Administrative Rules are established by the Administrator under the Order. The Administrator may, under the Administrative Rules, do anything necessary for or reasonably incidental to the exercise of its powers and performance of its duties, responsibilities and functions set out in the Order. However, the Administrative Rules do not purport to grant any powers to the Administrator, or impose any duties, responsibilities or functions on the Administrator, which are not already granted or imposed under the Order, the Environment Act 1995 or otherwise.

6.2 The operation of the Registry involves the possibility of error, and an Account Holder shall abide by the provisions of the Administrative Rules, notwithstanding any such error.

6.3 The Administrative Rules are rules for the operation of Accounts and are not intended to create any liability of the Administrator to:

- (a) a Participant;
- (b) an Account Holder;
- (c) an Authorised Representative;
- (d) an Account Representative; or
- (e) any other person,

other than that arising under the Order and/or the Administrative Rules and to the extent provided in these Administrative Rules.

6.4 Without prejudice to Paragraph 5.1(c), the following shall apply in the circumstances of a Contingency:

- (a) the Administrator shall be relieved from performance of its duties, responsibilities and functions under the Administrative Rules for the duration of the Contingency;
- (b) the Administrator shall take all reasonable steps to limit the duration and impact of the Contingency on the Registry; and
- (c) upon the Contingency coming to an end, or ceasing to exist, the Administrator shall resume full performance of its duties, responsibilities and functions under the Administrative Rules.

6.5 The Administrator may use information provided by a Participant, Account Holder or Representative in the exercise of its powers and the discharge of its duties, responsibilities and functions under the Administrative Rules, the Order or as directed by any Relevant Authority.

6.6 (Without prejudice to the Administrator's obligations under the Order to take reasonable steps to check identities in relation to the formalities of Registration for a Participant and opening of an Account for an Account Holder), the Administrator may, but shall not be obliged to, confirm the authenticity or validity of documents and/or information provided to it by, or on behalf of, a Participant or an Account Holder.

6.7 The Administrator may act, or omit to act, under the Administrative Rules in order to comply with or to avoid the breach of:

- (a) any Law;
- (b) any Directive of a Relevant Authority; or
- (c) any order of any court of competent jurisdiction,

and shall not be in breach of the Administrative Rules, or be liable to an Account Holder (or a Participant, a Representative or any other person) in so doing.

6.8 (Without prejudice to the Environment Agency's rights, powers, privileges, duties or remedies under the Order or the Administrative Rules in its capacity as Administrator) nothing in the Administrative Rules excludes or restricts or otherwise prejudices or affects any of the rights, powers, privileges, duties or remedies of:

- (a) the Environment Agency in any capacity other than Administrator; or
- (b) any other Relevant Authority.

7 Account Holders

7.1 Nothing in the Administrative Rules purports to grant any right to an Account Holder which is not contained in, or reasonably incidental to, the Order.

7.2 An Account Holder shall comply with, and shall ensure that its Representatives shall comply with, the Administrative Rules (and the Website Terms and Conditions) in respect of the operation of Accounts and use of the Website.

7.3 An Account Holder may only use the Registry as permitted for the purposes of, or reasonably incidental to, compliance with the Order and the Administrative Rules.

- 7.4 An Account Holder shall not use the Registry:
- (a) for any illegal activities; or
 - (b) to commit, to attempt to commit, or in connection with the commission of, any criminal offence.
- 7.5 An Account Holder shall not use the Registry in a manner which:
- (a) infringes the rights of the Administrator, any other Account Holder or any other person;
 - (b) restricts or inhibits the availability of the Registry;
 - (c) restricts or inhibits the operation of the Registry; or
 - (d) restricts or inhibits the use of the Registry, or the operation of an Account, by any other Account Holder or any third party (including the Regulators).
- 7.6 An Account Holder shall not, and shall ensure that its Representatives shall not, access or attempt to access any part of the Registry to which it (or they) do not have express rights of access, including, any account of another Account Holder.
- 7.7 Subject to the Administrator having taken reasonable steps to ensure the reliability and security of the Registry, an Account Holder is solely responsible for any damage to the computer system or settings of the Account Holder or those of any of its Representatives (or the Participant) for any loss of data that it or any of its Representatives may suffer resulting from use of the Registry.

8 Responsibilities

- 8.1 (Without prejudice to a Participant's responsibility to comply with and/or perform (as the case may be) its obligations under the Order and an Account Holder's responsibilities as set out in further detail in Parts 4 and/or 5 of the Administrative Rules (as applicable)), an Account Holder is responsible for:
- (a) complying with any instruction given, or procedure required by or on behalf of the Administrator and shall bear the consequences of any failure to do so;
 - (b) maintaining the security of Credentials and Known Facts and shall bear the consequences of any failure to do so;
 - (c) maintaining the security of Digital Certificates issued to its Account Representatives and shall bear the consequences of any failure to do so;
 - (d) obtaining all necessary consents, including licences, authorisations and exemptions required to use the Registry, operate Accounts and participate in transactions relating to Allowances (if any);
 - (e) paying the Charges to the Administrator (on behalf of the Participant); and
 - (f) where such details have been changed, updating its details in the Registry and where the Account Holder is not the same as the Participant, updating the details of the Participant on behalf of the Participant.

9 Account Representatives and Authorised Representatives

- 9.1 For the purpose of the Administrative Rules, an Account Holder shall authorise each Account Representative to:

- (a) access the Registry on its behalf;
- (b) confirm that it has read and understood the Administrative Rules and all modifications to the Administrative Rules;
- (c) carry out the applicable processes for use of the Registry;
- (d) change a Compliance Account Holder;
- (e) appoint new Representatives;
- (f) update in the Registry:
 - (i) its details;
 - (ii) the details of other Representatives;
 - (iii) the details of a Compliance Account Holder and where the Compliance Account Holder is not the same as the Participant, the Participant;
 where such details have been changed; and
- (g) operate its Account, transfer (and accept transfers of) Allowances to and from its Account, and as appropriate, apply for allocations of (and accept issuance of) and surrender, Allowances.

9.2 For the purpose of the Administrative Rules, an Account Holder shall authorise each Authorised Representative to:

- (a) access the Registry on its behalf;
- (b) confirm that it has read and understood the Administrative Rules and all modifications to the Administrative Rules;
- (c) change a Compliance Account Holder;
- (d) appoint new Representatives;
- (e) update in the Registry:
 - (i) its details;
 - (ii) the details of other Representatives;
 - (iii) the details of a Compliance Account Holder and where the Compliance Account Holder is not the same as the Participant, the Participant;

where such details have been changed; and

- (f) carry out the applicable processes for use of the Registry,

in accordance with instructions from the Participant (on whose behalf it acts).

9.3 In connection with its use of the Registry, on an ongoing basis, and each time it accesses the Registry via a Representative:

- (a) all information submitted by an Account Holder or on its behalf to the Administrator must be true, accurate and not misleading nor a misrepresentation;

- (b) an Account Holder shall have notified all its Representatives that personal information required by the Administrator (if any) has been passed to the Administrator and will be used in accordance with Paragraph 13;
- (c) an Account Holder has the power and authority to enter into and perform its obligations under the Administrative Rules and has obtained all necessary approvals to do so; and
- (d) an Account Holder has authorised its Representatives to confirm that they have read and understood the Administrative Rules and all modifications to them on its behalf.

10 Statements of the Administrator

- 10.1 To the extent permissible having regard to its obligations, duties and responsibilities under the Order, nothing in these Administrative Rules shall be construed as a confirmation from the Administrator to a Participant, an Account Holder or any Representative:
- (a) as to the accuracy of any Third Party Information contained in, or accessed from, the Registry;
 - (b) as to the reliability of the Registry;
 - (c) that the Registry or its Content will be free from errors; or
 - (d) that the Registry or its Content and the related server are free from computer viruses or other harmful applications.
- 10.2 The Administrator may remove any material posted to the Registry by other parties which is, or is in its reasonable opinion, defamatory, obscene, inaccurate, misleading, unlawful, pornographic or which the Administrator considers, or is notified that, in any way infringes another party's rights, including but not limited to intellectual property rights. The Administrator shall not be responsible or liable for the content of such material.

11 Modifications

- 11.1 The Administrative Rules may only be modified in accordance with this Paragraph 11.
- 11.2 The Administrator may modify the Administrative Rules at its sole discretion at any time.
- 11.3 The Administrator shall not be required to obtain the consent of Account Holders to or inform Account Holders in advance of any modification to the Administrative Rules.
- 11.4 Any modification to the Administrative Rules shall take effect at the time specified by the Administrator.
- 11.5 Whilst the Administrator will take reasonable steps to bring modifications of the Administrative Rules to the attention of Account Holders it is the responsibility of an Account Holder to check the Website to find out whether the Administrative Rules have been modified.
- 11.6 The Administrative Rules as modified (after a modification takes effect in accordance with Paragraph 11.2) shall apply following a modification, and the Account Holder shall ensure that its Representatives have read and understood the modified Administrative Rules.

12 Confidentiality

- 12.1 The Administrator shall, subject to Paragraph 12.2, treat as confidential, information relating to an Account Holder, a Participant and a Representative held in the Registry and to which the

Administrator has access or which is otherwise held by the Administrator, including Account Data and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information.

12.2 The Administrator may disclose information referred to in Paragraph 12.1 without any further notice to the Account Holder, Participant or Representative in any of the following circumstances:

- (a) where the disclosure is required to be made (including to other parties in connection with Registration or application formalities) for the purposes of providing access to, operating and maintaining the Registry and acting as Administrator in accordance with the Order and the Administrative Rules;
- (b) where the disclosure is required to be made in order to provide, operate and maintain security measures for the Registry;
- (c) where the disclosure is required to be made to any Relevant Authority (in its capacity as such);
- (d) where the information is made available by the Administrator on the non-secure area of the Registry under or in connection with its obligations under the Order;
- (e) where the disclosure is required to be made under and in accordance with any Law (including the Freedom of Information Act or the Environmental Information Regulations) or any Directive of a Relevant Authority;
- (f) where the disclosure is required to be made to prevent or investigate fraud, money laundering or any other unlawful activity;
- (g) where the disclosure is required to be made in the course of legal proceedings or pursuant to any court order;
- (h) where the information is already in the public domain, except where that is due to a breach of confidentiality by any person; or
- (i) where the disclosure is to be made by the Administrator by the publication on the Website and comprises any or all of the following:
 - (i) Name of highest UK parent, nominated highest UK parent and/or overseas parent
 - (ii) Trading/known as name of highest UK parent, nominated UK parent and/or overseas parent
 - (iii) SIC code of highest parent, nominated UK parent, overseas parent and/or description of sector of Participant if it is not private sector
 - (iv) Name of significant group undertakings of Participant
 - (v) Trading/known as name of significant group undertakings
 - (vi) Name of significant group undertakings that have been disaggregated from their parent to participate separately
 - (vii) SIC code of significant group undertakings
 - (viii) CRC emissions per Participant
 - (ix) CRC emissions per significant group undertaking

- (x) Historic average of CRC emissions
- (xi) Percentage change in annual CRC emissions compared to historic average
- (xii) Absolute metric ranking
- (xiii) Absolute metric score
- (xiv) CRC emissions per unit turnover
- (xv) Historic average of CRC emissions per unit turnover
- (xvi) Percentage change in CRC emissions per unit turnover compared to the historic average
- (xvii) Growth metric ranking
- (xviii) Growth metric score
- (xix) Combined early action metric percentage
- (xx) Combined early action metric score
- (xxi) Carbon trust standard coverage percentage
- (xxii) Automatic meter reading coverage percentage
- (xxiii) Early action metric ranking
- (xxiv) Early action metric score
- (xxv) Total weighted score of Participant
- (xxvi) Overall ranking of Participant
- (xxvii) Answers to voluntary public disclosure questions
- (xxviii) Information provided in the free text field in the annual report
- (xxix) Amount of electricity generation credits claimed (kWh)
- (xxx) Electricity generated using renewables for which ROCs have been issued (kWh)
- (xxxi) Electricity generated using renewables for which FITs have been issued (kWh)
- (xxxii) Electricity generated using renewables that has been self supplied for which ROCs/FITs have been issued (kWh)
- (xxxiii) Electricity generated for which electricity generating credits have been claimed that has been generated using renewables that has been self-supplied to the premises at which it was generated (kWh)
- (xxxiv) Percentage of emissions from on-site renewables that generate electricity that is self – supplied
- (xxxv) Percentage change in emissions from on-site renewables that generate electricity that is self-supplied

(xxxvi) Percentage of emissions from electricity that is generated from renewables for which ROCs or FITs have been issued

(xxxvii) Percentage change in emissions from electricity generated from renewables for which ROCs or FITs have been issued

(xxxviii) Percentage of emissions from electricity generated using renewables

(xxxix) Percentage change in emissions from electricity generated using renewables

12.3 An Account Holder shall, and shall ensure that its Representatives shall, treat as confidential information relating to the Administrator disclosed to it (or them) under or in connection with the Administrative Rules and/or the Order. An Account Holder may only disclose that information without the consent of the Administrator in the circumstances listed in Paragraphs 12.2(e), 12.2(g) and 12.2(h).

12.4 If the Administrative Rules cease to apply to an Account Holder, this Paragraph 12 will continue to apply to such Account Holder from the date of such cessation until:

(a) the final Working Day of the existing Phase; or

(b) the date three (3) years after such cessation;

whichever is the later.

13 Data Protection Act

13.1 The Administrator has a statutory entitlement to use its (or their) Account Data (including, if the Account Holder is an individual, any personal information about such person) in accordance with the purposes for which such data has been obtained from the Participant, Account Holder or Representative on Registration or application for an Account (which shall include the purposes set out in this Paragraph 13) or subsequently.

13.2 The Account Data supplied to the Administrator may include personal information about the Account Holder's (or Participant's) Representatives. The Administrator shall process that personal information in connection with the Order and in accordance with the Administrative Rules, Data Protection Act 1998 and any other applicable Law. The Account Holder or Participant shall notify its Representatives that their personal information has been passed to the Administrator and will be used in accordance the Administrative Rules

13.3 The Administrator may use any personal information a Participant, Account Holder or Representative, has supplied in the following ways:

(a) for assessing and processing any application for Registration or application for an Account (which may include making searches with credit reference or fraud prevention agencies);

(b) in order to provide, operate and maintain security measures for the Registry;

(c) in order to operate and maintain the Registry in accordance with the Order and all applicable Laws;

(d) for the purpose of contacting a Participant in connection with their Registration or a Participant or an Account Holder in connection with an Account or the Order;

(e) to enable the Administrator to carry out statistical analysis or research and development in pursuance of its obligations, responsibilities and functions under the Order;

- (f) for the purpose of preventing or investigating fraud, money laundering or other unlawful activity;
- (g) to enable the Administrator to comply with any other duties or obligations placed on it under the Order;
- (h) by providing it to any Relevant Authority in accordance with the Order;
- (i) in order to comply with the Environmental Information Regulations, the Freedom of Information Act or any other applicable Law; and
- (j) in order to publish on the Website and/or disclose to any Relevant Authority information comprising any or all of the following:
 - (i) Name of highest UK parent, nominated highest UK parent and/or overseas parent
 - (ii) Trading/known as name of highest UK parent, nominated UK parent and/or overseas parent
 - (iii) SIC code of highest parent, nominated UK parent, overseas parent and/or description of sector of Participant if it is not private sector
 - (iv) Name of significant group undertakings of Participant
 - (v) Trading/known as name of significant group undertakings
 - (vi) Name of significant group undertakings that have been disaggregated from their parent to participate separately
 - (vii) SIC code of significant group undertakings
 - (viii) CRC emissions per Participant
 - (ix) CRC emissions per significant group undertaking
 - (x) Historic average of CRC emissions
 - (xi) Percentage change in annual CRC emissions compared to historic average
 - (xii) Absolute metric ranking
 - (xiii) Absolute metric score
 - (xiv) CRC emissions per unit turnover
 - (xv) Historic average of CRC emissions per unit turnover
 - (xvi) Percentage change in CRC emissions per unit turnover compared to the historic average
 - (xvii) Growth metric ranking
 - (xviii) Growth metric score
 - (xix) Combined early action metric percentage
 - (xx) Combined early action metric score
 - (xxi) Carbon trust standard coverage percentage

- (xxii) Automatic meter reading coverage percentage
- (xxiii) Early action metric ranking
- (xxiv) Early action metric score
- (xxv) Total weighted score of Participant
- (xxvi) Overall ranking of Participant
- (xxvii) Answers to voluntary public disclosure questions
- (xxviii) Information provided in the free text field in the annual report
- (xxix) Amount of electricity generation credits claimed (kWh)
- (xxx) Electricity generated using renewables for which ROCs have been issued (kWh)
- (xxxi) Electricity generated using renewables for which FITs have been issued (kWh)
- (xxxii) Electricity generated using renewables that has been self supplied for which ROCs/FITs have been issued (kWh)
- (xxxiii) Electricity generated for which electricity generating credits have been claimed that has been generated using renewables that has been self-supplied to the premises at which it was generated (kWh)
- (xxxiv) Percentage of emissions from on-site renewables that generate electricity that is self – supplied
- (xxxv) Percentage change in emissions from on-site renewables that generate electricity that is self-supplied
- (xxxvi) Percentage of emissions from electricity that is generated from renewables for which ROCs or FITs have been issued
- (xxxvii) Percentage change in emissions from electricity generated from renewables for which ROCs or FITs have been issued
- (xxxviii) Percentage of emissions from electricity generated using renewables
- (xxxix) Percentage change in emissions from electricity generated using renewables

13.4 The Administrator shall only use the personal information supplied by a Participant, an Account Holder, or their Representatives in the manner described above. In particular, other than for the purposes set out in Paragraph 13.3, the Administrator shall not sell, rent or trade or give the personal information supplied by a Participant, an Account Holder or their Representatives to others.

14 Intellectual Property Rights

14.1 All Intellectual Property Rights in the Registry, the Content and in the layout of the Website are owned by the Administrator (or its licensors) or are subject to Crown Copyright.

14.2 In relation only to the parts of the Registry to which an Account Holder has access rights the Administrator grants an Account Holder (and its Participant) the right to view, download or

print the Content for its or their own private use or for use internally within the Account Holder's (or Participant's) business or subject to the conditions set out in Paragraph 14.3.

- 14.3 Subject to Paragraph 14.2, an Account Holder may give copies of the Content that it has the right to access to others provided that:
- (a) it makes no charge;
 - (b) it in no way modifies or edits the Content; and
 - (c) it attaches a copy of this Paragraph 14 and obtains a legally binding undertaking from the recipient to comply with it.
- 14.4 An Account Holder shall (on its behalf and that of its Participant) continue to be bound by this Paragraph 14 for so long as it uses the Content pursuant to Paragraphs 14.2 and 14.3.
- 14.5 Unless otherwise decided by the Administrator, any authorised copying shall acknowledge the Administrator's ownership of the Content or its status as being subject to Crown Copyright. One way of doing this is by adding the words "Copyright Environment Agency or Crown Copyright" to the information or copy.
- 14.6 An Account Holder shall not, and shall ensure that its Representatives shall not, use the Content in any way other than as set out in Paragraph 14.2 above (including use for commercial gain, for example by way of rental, licence, sale or providing services for consideration).
- 14.7 An Account Holder's access to or use of the Registry and any Content shall not be construed as granting to the Account Holder (or a Participant or Representative) any licence or assignment of any Intellectual Property Rights other than to the extent expressly granted in this Paragraph 14.
- 14.8 An Account Holder shall (acting on its behalf or that of its Participant) inform the Administrator promptly if it becomes aware of any infringement or potential infringement of any of the Intellectual Property Rights referred to in this Paragraph 14.

15 Limitation of Liabilities

- 15.1 Without prejudice to other provisions of the Administrative Rules and subject to Paragraphs 15.2, 15.3 and 18, the total liability of the Administrator (including in respect of any of its employees, officers and agents) to an Account Holder (and the relevant Participant, Representatives, its employees, officers or agents) for any Loss arising under or in connection with these Administrative Rules or the Registry, including Loss resulting from:
- (a) breach of these Administrative Rules;
 - (b) suspension, interruption, delay, shutdown or closure of any part of the Registry;
 - (c) error or inaccuracy in; unreliability of; incompleteness of; viruses or other harmful applications in the Registry; or failure to keep up-to-date the Registry;
 - (d) unauthorised access to, interference with, or alteration of, any communications to the Registry or unauthorised access to, or interference with or modification of information recorded on the Registry, (including information which relates to another Account Holder);
 - (e) the performance or non-performance by the Administrator of its duties, functions or responsibilities;

- (f) any representation, statement or tortious act or omission of the Administrator including negligence arising under or in connection with these Administrative Rules;
- (g) breach (whether by negligence or otherwise) by the Administrator of the Order; or
- (h) any other matter under or relating to these Administrative Rules or the Registry;

shall not exceed an amount of five thousand pounds sterling (£5,000) in a Year in respect of all liability towards an Account Holder (and the relevant Participant, Representatives, its employees, officers or agents). This single cap applies even where an Account Holder has more than one Account or where the Administrator acts in more than one capacity under the Administrative Rules.

15.2 Save for liability of an Account Holder under Paragraph 16.1 and subject to Paragraphs 15.3 and 18 an Account Holder's liability to the Administrator (and any of its employees, officers or agents) for any Loss arising under or in connection with these Administrative Rules or the Registry, including Loss resulting from:

- (a) any breach by the Account Holder (or the relevant Participant or Representatives) of these Administrative Rules;
- (b) the suspension, interruption, delay, shutdown or closure of any part of the Registry connected with an act or omission of such Account Holder (or the relevant Participant, or Representatives);
- (c) an error in the content or accuracy or completeness or incompleteness of the information held on the Registry that has been created or provided by such Account Holder (or the relevant Participant, Representatives);
- (d) any representation, information or warranty (other than a fraudulent misrepresentation), statement of such Account Holder or the relevant Participant arising under or in connection with these Administrative Rules; the performance or non-performance by such Account Holder (the relevant Participant or Representatives) of its or their obligations under these Administrative Rules; or
- (e) any other matter under or relating to these Administrative Rules or the Registry,

shall not exceed an amount of five thousand pounds sterling (£5,000) in a Year. This single cap applies even where an Account Holder has more than one Account.

15.3 Subject to Paragraph 17, the Administrator shall not be liable to an Account Holder, the relevant Participant, or Representatives for any Loss arising out of any of the following:

- (a) the inability of the Administrator to act during a Contingency;
- (b) a transfer of Allowances prevented by the Administrator in performance of its obligations, duties or functions under the Order;
- (c) an error committed by another Account Holder or the rectification of such error, including the removal of Allowances from Accounts in order to correct any error committed by another Account Holder;
- (d) the acts or omissions of any other person with rights to use the Registry;
- (e) an act or omission of the Administrator in the circumstances set out in Paragraph 6.7;
- (f) the Administrator acting in accordance with the Directive of a Relevant Authority or where it acts in accordance with a Directive of a Relevant Authority and such Directive is subsequently found to have been given incorrectly;

- (g) a breach by an Account Holder, the relevant Participant and/or Representatives of the Administrative Rules;
- (h) information created or provided by an Account Holder;
- (i) any information published on the Website; and
- (j) any other circumstances, including under Paragraphs 7.7 and 10.1 in respect of which the Administrator is stated in these Administrative Rules not to be liable.

15.4 Subject to Paragraphs 15.1, 15.2, 16 and 18 neither the Administrator nor an Account Holder shall be liable to each other or any other person in any circumstances whatsoever for any of the following:

- (a) indirect or incidental loss or damage;
- (b) economic loss, loss of actual or anticipated profits or savings, loss of sales or turnover, loss of production, loss of or damage to reputation, loss of goodwill, loss of business opportunity, loss of customers;
- (c) loss of security rights or interests;
- (d) loss of, or loss of use of, or damage or corruption of software or data; or
- (e) regulatory fines or penalties including civil penalties under the Order or any penalty levied in any other jurisdiction.

16 Indemnity

16.1 Each Account Holder shall indemnify the Administrator, its employees, officers and agents against any and all Loss which the Administrator may suffer or incur in connection with:

- (a) any claim, demand, action or proceeding made or brought by any third party (**Claimant**) on account of any and all Loss, (whether direct or otherwise) suffered or incurred or alleged to have been or to be going to be suffered or incurred, by the Claimant or any of the Claimant's officers, employees or agents, arising from or in connection with:
 - (i) an act or omission of an Account Holder, the relevant Participant, Representative(s), officers, employees or agents; or
 - (ii) any transaction or arrangement of whatever nature (whether for value or not) between an Account Holder and the Claimant or any other person relating to or in connection with Allowances;
- (b) any misuse by an Account Holder, the relevant Participant, Representatives officers, employees, or agents of the Registry including:
 - (i) by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
 - (ii) by attempts to gain unauthorised access to the Registry or an Account, the server on which the Registry is stored or any server, computer or database connected to the Registry; or
 - (iii) by attacking the Registry via a denial-of-service attack or a distributed denial-of service attack.

17 Fairness

The limitations and exclusions of liability as set out in these Administrative Rules are fair and reasonable and have been established by the Administrator to reflect the nature and structure of the Scheme, the role of the Administrator in the Scheme in establishing and running the Registry, the function of the Registry as a vehicle for recording information about Allowances and enabling settlement of transactions involving Allowances to which the Administrator is not party.

18 Liability not excluded

Nothing in these Administrative Rules limits or excludes liability that cannot, under law, be limited or excluded.

19 Dispute resolution

19.1 The means of resolution of any dispute between any of the following, or one or more of the following:

- (a) a Participant;
- (b) an Account Holder;
- (c) an Authorised Representative;
- (d) an Account Representative; and/or
- (e) any other person,

under or in connection with the Administrative Rules or the Order is a matter for such persons to any such dispute to determine, and shall not concern or bind the Administrator.

19.2 Subject to Paragraph 19.1, all Disputes between:

- (a) the Administrator; and
- (b) a Participant, its an Account Holder and/or its or their Representatives;

each a party to a Dispute (**Party**) shall be resolved in accordance with the procedures set out in this Paragraph 19.

19.3 In the event of a Dispute:

- (a) the Account Holder (on its behalf and that of its Participant and their Representatives) and the Administrator must first attempt to resolve the Dispute by amicable discussion; and
- (b) failing resolution under (a), either Party may require by notice the Dispute to be referred to a senior executive of each Party, each having authority to resolve the Dispute, who shall use reasonable endeavours to meet and attempt in good faith to resolve the Dispute.

19.4 If:

- (a) the senior executives do not meet within 20 Working Days of a notice from either Party under Paragraph 19.3(b); or

- (b) the meeting having been held, the Parties are unable to resolve the dispute within a further 20 Working Days,

either Party may, upon agreement of the other Party (which agreement shall not be unreasonably withheld), refer the Dispute to mediation.

- 19.5 Subject to Paragraphs 19.4, 19.8 and 19.9, no Party may bring court proceedings in relation to any Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation. If the Parties are unable to decide on the appointment of the mediator, either may apply to CEDR for it to appoint a mediator.
- 19.6 Each Party must ensure that it is represented in the mediation by an individual with authority to settle the Dispute and to sign any settlement agreement that may be reached. The mediator shall, in consultation with the Parties, determine the timetable and procedure for mediation. Unless otherwise decided, and subject to this Paragraph 19, the mediation rules of CEDR in force at the commencement of the mediation will apply.
- 19.7 The mediation will take place in England and the language of the mediation will be English. Any mediation agreement entered into shall be governed by, and construed and take effect in accordance with English law.
- 19.8 The mediation shall be conducted on a without prejudice basis and in strict confidence. The mediator shall incur no legal liability to either Party in respect of the mediator's role in the mediation, except in the case of proven fraudulent conduct on the part of the mediator. If, within 30 Working Days of the reference to mediation, the mediation has not resulted in the settlement of the Dispute being reached, then the mediation procedure shall, unless otherwise decided, be terminated and the Parties shall be free to take whatever other steps they consider appropriate to have the Dispute finally determined by the courts.
- 19.9 Nothing in the Administrative Rules prevents or restricts the Administrator or an Account Holder from enforcing any obligation owed to it under or pursuant to the Administrative Rules or from applying to a court for judicial review or interlocutory and/or injunctive relief.
- 19.10 For the avoidance of doubt, the existence of a Dispute does not:
- (a) relieve either Party from any obligations under the Administrative Rules or the Order;
or
 - (b) exclude or restrict or otherwise prejudice or affect any of the rights, powers, privileges, duties or remedies of the Environment Agency in any capacity other than Administrator or of any other Regulator.

20 Governing law and jurisdiction

- 20.1 The Administrative Rules shall be governed by and construed in accordance with the laws of England and Wales.
- 20.2 The courts of England and Wales shall, subject to Paragraph 19.5 (Dispute resolution), have exclusive jurisdiction to settle any Dispute that may arise out of or in connection with these Administrative Rules and the Administrator and each Account Holder (on its behalf and its Participant's behalf) hereby irrevocably submit to the jurisdiction of those courts.

21 Miscellaneous

- 21.1 The Administrative Rules and the CRC Energy Efficiency Scheme Charges Guidance Document constitute the entire understanding between an Account Holder and the

Administrator as regards use of the secure parts of the Registry and supersede all previous communications, representations and arrangements whether oral or written.

- 21.2 If any provision of the Administrative Rules is held by any Relevant Authority to be invalid or unenforceable in whole or in part, such provision shall (to the extent that it is invalid or unenforceable) be deemed to be severable and the validity of the other provisions of the Administrative Rules and the remainder of the provision in question shall not be affected.

Part 4 - The Registry access and use procedures for an Account Holder

1 Introduction

- 1.1 These Registry access and use procedures for an Account Holder form Part 4 of the Administrative Rules.
- 1.2 These procedures set out the requirements that must be followed by an Account Holder to open and operate an Account.
- 1.3 The procedures also set out the requirements that an Account Holder must ensure are adhered to by the Account Holder's Account Representative(s) (who act on its behalf to operate an Account).
- 1.4 This Part 4 must be read in conjunction with Part 5 of the Administrative Rules (the special Registry access and use procedures for a Compliance Account Holder), which will also apply.

2 Registration process

- 2.1 The Administrator, in pursuance of its obligations, responsibilities and functions under the Order, has established processes in the Registry to achieve amongst other requirements the following:

- (a) Registration (and Re-registration) and Enrolment of a Participant; and
- (b) replacement of lost Known Facts;

which shall apply in addition to the processes set out in this Part 4 of the Administrative Rules.

- 2.2 During the Registration process:

- (a) (where an individual does not already have its Credentials) Credentials will be generated by the Government Gateway; and
- (b) Known Facts will be provided by the Administrator.

- 2.3 If a Representative has misplaced or lost, or loses its entitlement to, its Credentials, it shall immediately notify the Administrator by contacting the Help Desk.

3 Operating an Account

- 3.1 At all times when an Account is open in the name of an Account Holder, the Account Holder shall be represented by at least one (1), and no more than three (3), Account Representatives.

- 3.2 Each Account Representative, acting on behalf of the Account Holder:

- (a) shall have and maintain Level 2 Authorisation (including possession of a Digital Certificate); and
- (b) subject to (a) above, is entitled to carry out any tasks on the Registry for the Account Holder, including all dealings with an Account and the Allowances in the Account.

- 3.3 The Administrator shall take reasonable steps to allow the Account Holder and its Account Representative(s) to access and use the Registry and operate the Account Holder's Account(s) during each Working Day.

- 3.4 If, at any time, an Account Holder is no longer represented by at least one Account Representative, it shall immediately, and in any event within 5 Working Days take all necessary steps to ensure that a replacement Account Representative is nominated and validly appointed.

4 Dealings with an Account

- 4.1 The Account Holder shall be responsible for:

- (a) operating its Account;
- (b) if appropriate, requesting an allocation, and accepting the issuance, of Allowances;
- (c) initiating a surrender of Allowances; and
- (d) initiating accurately a transfer of Allowances from or to its Account, and accepting transfers of Allowances.

- 4.2 The Administrator shall not be responsible for checking the accuracy of information, relating to a Participant, its Account Holder or its Account(s), provided or submitted by the Participant, its Account Holder, or on its behalf, except where required under the Order or the Administrative Rules.

5 Security

- 5.1 An Account Holder shall:

- (a) ensure that only its Account Representative(s) shall use and operate its Account(s) on its behalf;
- (b) ensure that no person (other than it or its Representatives) has access to Credentials and Known Facts or any other Registration or security information or login details, held by it and/or its Representative(s) to gain access to the Registry or an Account;
- (c) notify the Administrator immediately upon becoming aware of any unauthorised use of its Credentials, Known Facts or Digital Certificate or any other breach of security; and
- (d) exit the secure areas of the Registry by logging in and out of the Registry in accordance with the instructions on the Website at the end of each session.

- 5.2 The Administrator shall not be responsible for making enquiries into or investigating the authenticity of access or use of the Registry, or operation of an Account, made by or on behalf of an Account Holder, using valid Credentials or Known Facts, or a Digital Certificate, or other such security information.

6 Suspension of operation of an Account

- 6.1 The Administrator may at any time, and without notice, prevent or suspend operation of an Account by an Account Holder:

- (a) where it has reason to believe that evidence of the Account Holder's identity may be incorrect or incomplete and suitable and up to date evidence of such identity has not been provided; and/or
- (b) the Administrator is required to do so by Law or Enforcement Agencies.

- 6.2 The Administrator may at any time, and without notice, prevent or suspend operation of, an Account by a particular Account Representative of an Account Holder:
- (a) where it has reason to believe that evidence of that Account Representative's identity may be incorrect or incomplete and suitable and up to date evidence of such identity has not been provided;
 - (b) the Administrator is required to do so by Law or Enforcement Agencies; and/or
 - (c) that Account Representative ceases to have Level 2 Authorisation.

7 Suspension or restriction of use of the Registry

7.1 Without prejudice to Part 3, Paragraph 5.2 and Part 5, Paragraph 9.5 of the Administrative Rules, the Administrator may at any time suspend or restrict an Account Holder's (and indirectly, a Participant's) use of the Registry if:

- (a) that Participant;
- (b) (if that Participant is a Group) any member of the Participant's Group;
- (c) that Account Holder; and/or
- (d) any Representative(s) of that Account Holder or that Participant,

is (or are) in breach of the Order or the Administrative Rules or in the belief of the Administrator, is (or are) using or intending to use the Registry for or in connection with a criminal offence.

8 Payment of Charges

8.1 Payment of Charges by an Account Holder under Part 3, Paragraph 8.1 of the Administrative Rules shall be in accordance with the following:

- (a) the amount of the Charges paid shall be as set out in the CRC Energy Efficiency Scheme Charges Guidance Document; and
- (b) the Account Holder's payment methods for the Charges will be those methods of payment as are set out in the CRC Energy Efficiency Scheme Charges Guidance Document,

8.2 The Charges are subject to change and Account Holders should check the Administrator's Website for the latest information on Charges.

9 Transfers of Allowances

9.1 The date for the purposes of Paragraph 9.2 below, is the Working Day on which a transfer of one or more Allowances (arising from an agreement between two Account Holders to transfer such Allowance(s) from the Account of the transferee) is to take place.

9.2 In relation to the transfer of one or more Allowances between two Account Holders, on the Working Day arising under the application of Paragraph 9.1 above, the transferor shall ensure that one of its Account Representatives accesses the Registry and initiates the transfer process established in the secure area of the Registry by specifying the following details in the appropriate place:

- (a) the number of Allowances to be transferred from its Account;

(b) the name and number of the Account to which the Allowances are to be transferred;
the **(Transfer Process)**.

9.3 An Account Holder shall be responsible for checking the number of Allowances recorded by the Registry as being held in its Account having regard to transfers to or from its Account of one or more Allowances.

9.4 The Administrator shall not be responsible for checking the accuracy of information, relating to the above Transfer Process, provided or submitted by the relevant Account Holder.

10 Transfer error by Account Holders

10.1 The following process shall apply if an error has been made by an Account Holder during the Transfer Process:

(a) any affected Account Holder may, within 5 Working Days, provide to the Administrator a Transfer Error Notice requesting the Administrator to rectify the error;

(b) if an Account Holder has provided the Administrator with a notice under (a) above, it shall either:

(i) provide to the Administrator a notice from all Account Holder(s) affected by the error, confirming to the Administrator their agreement with the notice provided by the Account holder under 10.1(a) above; or

(ii) provide to the Administrator a court order confirming the error and requiring rectification of it,

(c) the Administrator shall within a reasonable number of Working Days from receipt of the notice in 10.1(b)(i) above or the court order in 10.1(b)(ii) above, rectify the error.

10.2 A Transfer Error Notice shall specify:

(a) the date on which the notice is made;

(b) the identity of the Account Holder and its Account number;

(c) the number of Allowances which were transferred in error;

(d) whether the Account Holder had transferred (or received) those Allowances in error;

(e) its counterparty Account Holder and their Account number;

(f) the date on which the erroneous transfer took place;

(g) the time at which the erroneous transfer took place (if known); and

(h) the reference number of the transfer (if any).

11 Notification of other errors

11.1 Without prejudice to Part 5, Paragraph 8.1 of the Administrative Rules, if the Account Holder becomes aware of any error in:

(a) the Content contained on the Registry; or

(b) the number of Allowances contained in an Account,

such error should be notified to the Administrator using the Help Desk as soon as possible thereafter.

- 11.2 Where an Account Holder has made an error, other than as detailed in Paragraph 11.1 it shall use the Registry to notify the Administrator of the error.

12 System errors

- 12.1 The Administrator may rectify System Errors without the consent of the Account Holder or its Representative(s).

13 Communications about use of the Registry

- 13.1 Use of the Registry is based on electronic, web-based communications between the Account Holder and/or its Account Representatives, the Administrator and other external systems and databases.

- 13.2 (Without prejudice to the requirements relating to the service of documents under Schedule 11 of the Order) the Account Holder shall, so far as possible:

- (a) use the Registry through electronic communications via the Website;
- (b) ensure that all formal processes are conducted using the automated processes provided for in the Registry;
- (c) use the Help Desk to make any other communications that cannot otherwise be made; and
- (d) check regularly for email communications or Website notices from the Administrator.

- 13.3 (Without prejudice to the requirements relating to the service of documents under Schedule 11 of the Order) the Administrator shall:

- (a) pursuant to the Order, use the Registry so far as possible to communicate with Account Holders; and
- (b) assume that any email communications have been successfully delivered unless it receives a notice of delivery failure (in which case, it may resend the email).

- 13.4 The email address for the Help Desk is CRCHelp@environment-agency.gov.uk.

Part 5 - The special Registry access and use procedures for a Compliance Account Holder

1 Introduction

- 1.1 These special Registry access and use procedures for a Compliance Account Holder form Part 5 of the Administrative Rules.
- 1.2 These procedures set out the requirements that must be followed by a Compliance Account Holder to gain access to and use the secure areas of the Registry, and to open and operate a Compliance Account, following successful completion of Registration and Enrolment.
- 1.3 The procedures also set out the requirements that a Compliance Account Holder must ensure are adhered to by the Compliance Account Holder's Authorised Representatives and Account Representative(s) (who act on its behalf to carry out functions which they respectively are authorised to carry out, depending on their level of security clearance).
- 1.4 This Part 5 must be read and applied in conjunction with Part 4 of the Administrative Rules (the Registry access and use procedures for an Account Holder).

2 Authorised Representatives and Account Representatives

- 2.1 In accessing and using the Registry, and its Compliance Account, a Compliance Account Holder (acting on behalf of a Participant) shall be represented by the following, who, in accordance with Part 3, act on behalf of and are capable of binding, the Compliance Account Holder (and the Participant):
 - (a) three (3) Authorised Representatives, who are entitled to carry out any function for the Compliance Account Holder, other than operating its Compliance Account, transferring (and accepting transfers of) Allowances to and from that Compliance Account, applying for allocations of (and accepting issuance of) and surrendering, Allowances; and
 - (b) (from the date that the Compliance Account Holder is able to and requires to operate its Compliance Account) at least one, and no more than three (3), Account Representatives who are entitled to carry out any tasks for the Compliance Account Holder, and shall carry out all dealings with a Compliance Account and the Allowances in the Compliance Account.
- 2.2 If, at any time, for reasons beyond its control, a Participant is no longer represented by three Authorised Representatives, the relevant Compliance Account Holder shall immediately and in any event within 5 Working Days take all necessary steps to ensure that the required number of replacement Authorised Representatives are nominated and appointed.
- 2.3 If, at any time, for reasons beyond its control, a Compliance Account Holder is no longer represented by at least one Account Representative, it shall immediately and in any event within 5 Working Days take all necessary steps to ensure that an Account Representative is nominated and appointed.
- 2.4 Where an Authorised Representative or an Account Representative (as the case may be) appoints an individual to act as its agent, nothing in the Administrative Rules is intended to confer or purport to confer any rights, benefits, entitlements or privileges on any such agent including any right to enforce or seek to enforce or take any action in respect of rights granted to Account Holders and the limited rights granted to Participants and Representatives under the Administrative Rules.

- 2.5 A Compliance Account Holder shall be solely responsible for the acts and omissions of a person which ceases to be a Representative of such Compliance Account Holder.

3 Opening a Compliance Account

- 3.1 The Administrator shall open and activate a Compliance Account for a Compliance Account Holder (on behalf of its Participant) when it is satisfied that:
- (a) at least one Account Representative has been nominated by an Authorised Representative of the Participant and approved by the Senior Officer (evidenced by the provision of the Known Facts to that Account Representative), validated and enrolled;
 - (b) such Account Representative(s) have obtained Digital Certificate(s); and
 - (c) all other steps which the Administrator may take in order to check the identity of the Compliance Account Holder and the nominated Account Representative(s) have been taken.

4 Blocking of a Compliance Account

- 4.1 (Without prejudice to Part 3) where a Participant has failed:

- (a) to submit an annual report within 40 days after the due date for submission; or
- (b) to surrender sufficient Allowances under the Order,

the Administrator may Block the Compliance Account held by the Compliance Account Holder (on behalf of the Participant) as required under the Order.

5 Changes

- 5.1 Where there has been a Change, the Compliance Account Holder (acting on behalf of the relevant Participant required to notify the Change) shall within the time specified in the Order notify the Regulator via the Registry of:
- (a) the nature of the Change;
 - (b) the date of the Change; and
 - (c) such other information as is required under Schedule 6 of the Order.

6 Mandatory closing of a Compliance Account

- 6.1 (Subject to Paragraph 6.2) if the Administrator is obliged to cancel the Registration of a Participant:
- (a) under Article 72, where the Administrator is satisfied that the Participant no longer carries out a Scheme Activity; or
 - (b) under Schedule 6 of the Order,

it shall also close the Compliance Account held by the Compliance Account Holder (on behalf of that Participant) and any Allowances held in the Compliance Account immediately before its closure must be cancelled by the Administrator prior to such closure.

- 6.2 The Administrator shall not be obliged to close a Compliance Account until it is satisfied that the:
- (a) Participant;
 - (b) the Compliance Account Holder;
 - (c) (if the Participant is a Group) each member of the Group; and
 - (d) the Representatives of the Participant or the Compliance Account Holder,
- has or have complied with all outstanding applicable requirements under the Order.

7 Surrender of Allowances

- 7.1 If a Compliance Account Holder (on behalf of its Participant) wishes to surrender one or more Allowances from its Compliance Account pursuant to its obligations under the Order it shall instruct its Account Representative to access its Compliance Account and transfer the required number of Allowances to the Cancellation Account not later than the last Working Day of July after the end of the applicable Year.
- 7.2 In relation to each Phase, a Compliance Account Holder (on behalf of its Participant) may surrender Allowances more than once in any Year.
- 7.3 The Administrator shall only cancel that number of Allowances necessary to allow the Administrator to give effect to the requirements of the Order for the surrender of Allowances.

8 Records of Allowances

- 8.1 A Compliance Account Holder (on its behalf and that of its Participant) shall:
- (a) be responsible for checking the number of Allowances recorded by the Registry as being held in its Compliance Account having regard to:
 - (i) the number of Allowances issued to the Participant by the Administrator by auction or sale;
 - (ii) the transfer to or from the Compliance Account Holder's Compliance Account of one or more Allowance;
 - (iii) the surrender for cancellation of Allowances;
 - (b) inform the Administrator, via the Help Desk, immediately if the Compliance Account Holder has:
 - (i) been issued with more Allowances from the Administrator than it requested;
 - (ii) (or any of its Authorised Representatives have) identified any error in the records relating to that Compliance Account Holder held at the Registry;
 - (c) be responsible for checking and keeping up-to-date all other information and data relating to its Compliance Account.

9 Change of Compliance Account Holder

- 9.1 A Representative of an Existing Compliance Account Holder may in respect of a Compliance Account change the Existing Compliance Account Holder to the New Compliance Account Holder via the Registry.
- 9.2 Where a Compliance Account Holder has been changed:
- (a) the Existing Senior Officer shall confirm it exercises management control over the New Compliance Account Holder; or
 - (b) a Representative of the Existing Compliance Account Holder shall nominate a New Senior Officer of the New Compliance Account Holder via the Registry.
- 9.3 A change of Compliance Account Holder in respect of the relevant Compliance Account will only have effect where:
- (a) the Administrator has taken reasonable steps to check and is satisfied with the identity of the New Compliance Account Holder; and
 - (b)
 - (i) the Administrator is satisfied that the Existing Senior Officer exercises management control over the New Compliance Account Holder; or
 - (ii) Paragraph 10.2 applies.
- 9.4 Known Facts will only be issued in respect of a new Representative of a New Compliance Account Holder or the relevant Participant (as the case may be) where the change of Compliance Account Holder has taken effect in accordance with Paragraph 9.3.
- 9.5 The Administrator may suspend or restrict access to the relevant Compliance Account where the Compliance Account Holder has been changed in respect of such Compliance Account and:
- (a) the Existing Senior Officer does not confirm it exercises management control over the New Compliance Account Holder; or
 - (b) the Administrator is not satisfied that the New Senior Officer exercises management control over the New Compliance Account Holder.
- 9.6 Where a Compliance Account Holder is changed in accordance with this Paragraph 9, the Representative processing such change in the Registry confirms that it has read and acknowledged the Administrative Rules on behalf of the New Compliance Account Holder.

10 Change of Senior Officer

- 10.1 A Representative may at any time nominate a New Senior Officer in respect of a Compliance Account Holder.
- 10.2 The nomination of the New Senior Officer in respect of a Compliance Account Holder will only have effect where the Administrator is satisfied the New Senior Officer exercises management control over the relevant Compliance Account Holder.
- 10.3 Where a New Senior Officer is nominated, Known Facts will be only issued in respect of new Representatives of the relevant Compliance Account Holder or the relevant Participant (as the case may be) where Paragraph 10.2 applies.

11 Change of details of Representatives and Compliance Account Holder

11.1 A Representative shall via the Registry notify a change of:

- (a) its details;
- (b) the details of other Representatives; or
- (c) the details of a Compliance Account Holder and where the Compliance Account Holder is not the same as the Participant, the Participant;

promptly and no later than three (3) months after such change.