



Terms and Conditions for use of the
UK Part of the Union Registry and
the UK Kyoto Protocol Registry (the
UK Registry)

V1.5 May 2016

Terms and Conditions for the use of the UK Part of the Union Registry and the UK Kyoto Protocol Registry (collectively referred to as the UK Registry)

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Explanatory Note

1. This explanatory note is included for information. It does not form a binding part of the Terms and Conditions. Capitalised words and phrases used in this note are defined in Appendix 1 of these Terms and Conditions and the rules of interpretation in Clause 2.1 apply to this note.
2. The UK Regulations implement the EU Emissions Trading Scheme (EU ETS) in line with Directive 2003/87/EC and Directive 2008/101/EC.
3. Article 19(1) of Directive 2003/87/EC requires that from 1 January 2012 all Allowances are held in a single Union Registry on accounts managed by National Administrators designated by Participating States.
4. In its role as Central Administrator, the EC operates and maintains the Union Registry and ensures the availability of the UK Registry.
5. In addition to these Terms and Conditions, Users must comply with any legal notices, privacy policy, guidance or other instructions issued by the National Administrator, the Central Administrator and/or ECAS regarding use of the UK Registry or ECAS.
6. The Environment Agency has been designated as the National Administrator in the UK and therefore administers all Accounts in the UK Registry. In particular, the National Administrator is responsible for opening and dealing with Accounts in the UK Registry.
7. In order to comply with EU ETS obligations, UK Aircraft Operators need to have an AOHA and UK Operators of stationary installations need to have an OHA.
8. All Users of the UK Registry must be registered with ECAS which authenticates the identity of users of EC websites. It is the responsibility of Users to ensure that their security credentials and the equipment used to access and/or communicate with the UK Registry are kept secure.
9. All Account Holder, other than those of Verifier Accounts, must appoint at least two ARs (and may have up to six ARs) to operate their Account, and may also nominate up to three AARs. Account Holders of Verifier Accounts require one AR and are not able to nominate AARs.
10. All Account Holders (including Verifiers), ARs and AARs must agree to be bound by and comply with these Terms and Conditions. These Terms and Conditions may be modified at any time by the National Administrator. Any such changes will be binding on You, and it is Your responsibility to ensure that you are aware of them
11. Information relating to Accounts in the UK Registry may be made public and/or disclosed to third parties in accordance with Law.

Terms and Conditions

1. Application and scope

- 1.1 These Terms and Conditions govern the Use of the UK Registry. They apply in addition to all applicable Law and guidance.
- 1.2 By Using the UK Registry You confirm that You accept these Terms and Conditions and that You agree to comply and operate in accordance with them.
- 1.3 If You do not agree to these Terms and Conditions You must not Use or Access the UK Registry
- 1.4 Account Holders must appoint ARs who will access and Use the UK Registry on behalf of Account Holders. ARs and AARs must be individuals.
- 1.5 Any individual appointed under insolvency procedures in respect of an Account Holder, AR or AAR will be bound by these Terms and Conditions in relation to any dealings with the UK Registry.
- 1.6 In order to access the UK Registry You must also comply with any requirements imposed by the EC regarding use of the UK Registry.

2 Definitions and Interpretation

- 2.1 All definitions used in these Terms and Conditions are set out in the Appendix.
- 2.2 In these Terms and Conditions, unless the context otherwise requires:
 - 2.2.1 the words “other”, “include” and “including” do not denote limitation in any way and the singular includes the plural and vice versa;
 - 2.2.2 any reference to any treaty, statute, statutory provision or law, Directive or Regulation, 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;
 - 2.2.3 references to a person includes an individual or legal person except where stated otherwise;
 - 2.2.4 references to a year are to a calendar year;
 - 2.2.5 the tables of contents, headings, sub-headings and descriptions of clauses after cross-references are for convenience only and do not affect the construction of the Terms and Conditions; and
 - 2.2.6 references to clauses in the Terms and Conditions are to the clauses in these Terms and Conditions.
- 2.3 The Appendix forms part of these Terms and Conditions.

- 2.4 If there is any inconsistency between these Terms and Conditions and the Law, then the Law prevails to the extent of the inconsistency.
- 2.5 If there is any inconsistency between these Terms and Conditions and any guidance or other terms imposed by the EC, the Central Administrator or ECAS, these Terms and Conditions shall prevail to the extent of the inconsistency.

3. Account Holders, Verifiers and ARs

- 3.1 Users must comply with these Terms and Conditions.
- 3.2 In Your Use of the UK Registry, You must comply with all Laws and all guidance, notifications or directions issued by the National Administrator. You must only Use the UK Registry for lawful purposes and in a manner that does not infringe the rights or restrict or inhibit the National Administrator or any third party.
- 3.3 You must provide any information requested by the National Administrator relating to Your Account by the date specified.
- 3.4 You agree that for the purposes of these Terms and Conditions each AR and AAR nominated by You is acting as Your agent and You are bound by and responsible for their acts and omissions in relation to the UK Registry and Your Account, whether or not the act or omission is outside the authority (express or implied) of Your AR or AAR.
- 3.5 You must take all reasonable steps to ensure the security of:
- 3.5.1 user names, passwords and any other security credentials issued to Your ARs and AARs; and
 - 3.5.2 the computer and mobile phone used by You, Your ARs or AARs in respect of Your Account (including as a minimum, compliance with all security directions and procedures notified to You by the National Administrator, the Central Administrator and ECAS)
- 3.6 You are responsible for the consequences (including financial consequences) of any failure by You or Your ARs or AARs to comply with the requirements of clause 3.5.
- 3.7 Use of or reliance on any Content obtained through the UK Registry or UK Registry Helpdesk is at Your own risk and the National Administrator makes no representations as to its accuracy.
- 3.8 You are solely responsible for any damage to Your computer systems for any loss of data that You may suffer resulting from Use of the UK Registry.
- 3.9 You must pay all fees or charges levied in relation to Your Account when they fall due.
- 3.10 If You are a Verifier, You must inform the National Administrator within 10 working days if Your accreditation lapses or is withdrawn.

4. Roles of the Central Administrator and National Administrator

- 4.1 The National Administrator shall perform its functions in accordance with these Terms and Conditions and all Laws.
- 4.2 Notwithstanding anything in these Terms and Conditions, the National Administrator is entitled to act or to refrain from acting in any of the following circumstances and shall not be held to be in breach of these Terms and Conditions for so doing:

- 4.2.1 to comply with or refrain from being in breach of any Law, including the Registries Regulation, the UK Regulations, and the Auctioning Regulations;
 - 4.2.2 in accordance with any requirement, direction or instruction of a Relevant Authority;
 - 4.2.3 to comply with directions or requirements of the EC; and/or
 - 4.2.4 Force Majeure
- 4.3 The National Administrator will take all reasonable steps to run the UK Registry Helpdesk in accordance with its obligations under the Registries Regulation.
- 4.4 You acknowledge and accept that the National Administrator may in circumstances permitted by Law:
- 4.3.1 suspend access to an Account or the access of any ARs or AARs; and/or
 - 4.3.2 change the status of or close an Account.
- 4.5 Nothing in these Terms and Conditions excludes or restricts or otherwise prejudices or affects any of the rights, powers, privileges, duties or remedies of the Secretary of State, the Environment Agency in any capacity other than as National Administrator, any other Regulator, Data Sharing Entities, the EC or the Central Administrator.

5. Warranties and disclaimers

- 5.1 You represent and warrant to the National Administrator on an ongoing basis that:
- 5.1.1 all information submitted by You or on Your behalf to the National Administrator, the Central Administrator or ECAS is complete, up to date, accurate and true.
 - 5.1.2 You have notified Your ARs and AARs that their personal information has been passed to the National Administrator and will be used in accordance with clause 9 and that they have consented to such use;
 - 5.1.3 You are not insolvent or subject to any insolvency procedures and are not a disqualified director or subject to any disqualification process. If you become insolvent You or Your legal representative or insolvency practitioner, must provide written details of the insolvency procedure to the National Administrator within 10 working days with the name and address of any relevant insolvency practitioner or legal representative.
- 5.2 You acknowledge that the National Administrator will not be responsible or liable for the content of any material posted to the UK Registry by third parties, including that which is unauthorized, defamatory, obscene, inaccurate, misleading, unlawful, pornographic or which in any way infringes a third party's rights, including but not limited to intellectual property rights.

6. Confidentiality

- 6.1 Information relating to Your Account is governed by Article 110 of the Registries Regulation and all other Law relating to the holding and disclosing of information.
- 6.2 You consent to the National Administrator disclosing information referred to in clause 6.1 without any further notice to You in any of the following circumstances:

- 6.2.1 where the disclosure is made in accordance with Law or these Terms and Conditions;
- 6.2.2 where the disclosure is made in order to provide, operate and maintain security measures for the UK Registry;
- 6.2.3 where the disclosure is made to the Secretary of State, any Regulator, the Central Administrator, the EC, the EUTL, the ITL or the CDM Executive Board;
- 6.2.4 where the information is made available on a public website, pursuant to the Registries Regulation or any other Law;
- 6.2.5 where the disclosure is made under and in accordance with any requirement, direction or instruction of a Relevant Authority;
- 6.2.6 where the disclosure is made in the course of legal proceedings; or
- 6.2.7 where the information is already in the public domain, except where that is due to a breach of confidentiality by any person.

7. Liability and Indemnities

- 7.1 Subject to clauses 4.2, 4.4, 7.2, 7.3, 7.4 and 7.5, neither Party shall be liable to the other for an amount exceeding £5000 in respect of all and any claims arising in any one year.
- 7.2 Subject to clause 7.5, the National Administrator shall have no liability arising out of:
 - 7.2.1 the inability of the National Administrator to act in the circumstances set out in clause 4.2.4 and 4.4;
 - 7.2.2 the act, error or omission of a third party; and/or
 - 7.2.3 any act of the National Administrator in the circumstances set out in clause 4.4
- 7.3 Subject to clauses 7.4 and 7.5, neither Party shall be liable any of the following:
 - 7.3.1 consequential, indirect or incidental loss or damage;
 - 7.3.2 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, loss under or in relation to any contract;
 - 7.3.3 loss of security rights or interests; and/or
 - 7.3.4 loss of, or loss of use of, or damage or corruption of software or data.
- 7.4 You shall indemnify the National Administrator against any and all loss, cost, damage, claim, liability or expense (including any professional costs on a client paying basis) arising from:
 - 7.4.1 any claim, demand, action or proceeding made or brought by any third party ("Claimant") on account of any and all liability loss, damage, cost (including professional costs) and expense (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:

- (a) Your act or omission or the act or omission of any of Your ARs or AARs, officers, employees or agents; or
- (b) any transaction or arrangement of whatever nature (whether for value or not) between you and third party relating to or in connection with Allowances,
- (c) any misuse by You or Your ARs or AARs of the UK Registry or UK Registry Helpdesk including, without limitation:
 - (i) by Malicious Software;
 - (ii) by attempts to gain unauthorised access to the UK Help Desk, the UK Registry the server on which the UK Registry is stored or any server, computer or database connected to the UK Registry; or

7.5 Nothing in these Terms and Conditions limits or excludes liability that cannot, by Law, be limited or excluded, including liability for death or personal injury caused by the negligence of a Party or that Party's officers, employees or agents or for the fraud or fraudulent misrepresentation of a Party or that Party's officers, employees or agents.

8. Data Protection Act

8.1 You agree that the National Administrator may use Your Account Data (including, if You are an individual, any personal information about You) in accordance with the purposes for which Your permission has been obtained including as set out in this clause 8.

8.2 The Account Data that You supplied or supply to the National Administrator includes personal information about Your ARs and AARs. The Account Data supplied by those applying to be registered as ARs and AARs also includes personal data. The National Administrator will process that personal information in connection with the System and in accordance with the Data Protection Act 1998 and any other applicable Law. In order to do so it is important that You notify Your ARs and AARs that their personal information has been or will be passed to the National Administrator and will be used in accordance with clauses 8.3 and 8.4 below and that they have consented to such use.

8.3 The National Administrator may use any personal information You have supplied in the following ways:

8.3.1 for the purposes of assessing or checking at any time information provided by You to comply with identity requirements and processing any application which may include making searches with credit reference or fraud prevention agencies to include background checks or checks to identify Politically Exposed Persons (PEPs), and against Financial Sanctions Lists and checking with governments or government bodies including the UK Identity and Passport Services;

8.3.2 in order to provide, operate and maintain security measures for Accounts which may include passing personal information to third parties, including a digital certificate provider (if any);

8.3.3 in order to manage Accounts in the UK Registry by;

- (a) passing certain personal information to the Central Administrator (and its contractors) for inclusion in the UK Registry and EUTL (also accessible by the public); and

- (b) passing certain personal information to the ITL Administrator, the UNFCCC Secretariat or the CDM Executive Board;
 - (c) to enable the National Administrator to comply with its reporting obligations under the Registries Regulation.
- 8.3.4 for the purpose of contacting You in connection with Your Account or the System;
- 8.3.5 to enable the National Administrator to carry out statistical analysis or research and development in relation to the System;
- 8.3.6 to prevent or investigate fraud, money laundering or other unlawful activity;
- 8.3.7 to enable the National Administrator to comply with any other duties or obligations placed on it under the System including supplying Account Data to the Central Administrator in connection with the establishment and operation of the Union Registry and Accounts held in it;
- 8.3.8 by providing it in accordance with the UK Regulations;
- 8.3.9 in order to comply with the Law;
- 8.3.10 by disclosing it to Data Sharing Entities or to other Competent Authorities in accordance with the Registries Regulation or Law.
- 8.4 The National Administrator will only use the personal information supplied by You, Your ARs or AARs in the manner described above.
- 8.5 The National Administrator is not responsible for data held by the Central Administrator or ECAS. You should read and abide by the terms of their privacy policies and any other relevant policies or conditions relating to personal information.

9. Intellectual Property Rights

- 9.1 You agree that all Intellectual Property Rights in the UK Registry, the Content and in the layout of the Website are owned by the Central Administrator (or its licensors) or the National Administrator (or its licensors).
- 9.2 In relation only to the parts of the UK Registry to which You have access rights You may view, download or print the Content for Your own private use or for use internally within Your business or for the purpose set out in clause 9.3.
- 9.3 Subject to clause 9.2, You may give copies of the Content to others provided that: You make no charge; You in no way modify or edit the Content; and You attach a copy of this clause 9 and instruct the recipient to comply with it.
- 9.4 You agree that You will not use the Content in any way other than as set out above (including without limitation use for commercial gain, for example by way of rental, licence, sale or providing services for consideration).
- 9.5 Your access to or Use of the UK Registry and any Content shall not be construed as granting to You any licence or assignment of any Intellectual Property Rights other than the rights expressly granted in this clause 9.
- 9.6 You will inform the National Administrator promptly if You become aware of any infringement or potential infringement of any of the Intellectual Property Rights referred to in this clause 9.

10. Use of the UK Registry and UK Registry Helpdesk

- 10.1 Subject to Your acceptance of these Terms and Conditions, You may access and view the areas of the UK Registry to which the National Administrator has granted You access rights. You agree You will not:
- 10.1.1 alter or remove any copyright, trade mark or other proprietary mark, logo or notice of the National Administrator or of any other company, organisation or public authority appearing anywhere on the UK Registry;
 - 10.1.2 modify or edit the Content or publish or sell the Content including making it available on any other website;
 - 10.1.3 modify any software used in connection with any part of the UK Registry;
 - 10.1.4 damage or corrupt any software or data used in connection with any part of the UK Registry, nor attempt to gain unauthorised access to the UK Registry the server on which the UK Registry is stored or any server, computer or database connected to the UK Registry;
 - 10.1.5 create any links from any other website to the UK Registry without the express prior written permission of the National Administrator; or
 - 10.1.6 misuse, affect security or act unlawfully in relation to the UK Registry.

11. Dispute Resolution

- 11.1 In the event that a Dispute arises, the Parties must first attempt to resolve it by negotiation.
- 11.2 If the Dispute is not settled by negotiation between the Parties, either Party may give notice to the other requiring that there should be a mediation to seek to find a resolution to the Dispute. If the Parties are unable to agree on a mediator, either may apply to the President of the Law Society to nominate one.
- 11.3 Nothing in these Terms and Conditions prevents or restricts a Party from enforcing any obligation (including suing for a debt) owed to it under or pursuant to these Terms and Conditions or from applying to a court for interlocutory and/or injunctive relief.
- 11.4 For the avoidance of doubt, the existence of a Dispute does not relieve either Party from any obligations under Law

12. Notices

- 12.1 All communications to the UK Registry must be via email to the UK Registry Helpdesk except where the Law or the UK Registry specifically prescribes otherwise.
- 12.2 Notices and other communications shall be in English.

13. Entire Agreement

- 13.1 Subject to clause 2.4 and without prejudice to clauses 4.2, 4.4, 4.5, and 11.4, these Terms and Conditions constitute the entire agreement between You and the National Administrator and supersede all previous communications, representations and arrangements whether oral or written.
- 13.2 Without prejudice to clause 5.2, each Party acknowledges that in entering into these Terms and Conditions it does not rely on (and shall have no remedies in respect of) any

statement or representation assurance or warranty (whether made innocently or negligently) in each case, whether oral or written, express or implied that is not set out in these Terms and Conditions.

13.3 Neither this clause 13 nor clause 5.2 shall exclude any liability for fraud.

14. Miscellaneous

14.1 **Termination:** You may only cease to be an Account Holder, AR or ARR in accordance with the Registries Regulations and associated guidance. We may remove You as an AR and or we may suspend or close your Account in accordance with applicable Law:

14.2 **Survival:** The following clauses shall survive termination of these Terms and Conditions and/or the termination of any Account Holder, AR, AAR or Verifier's rights to Use the UK Registry: Clause 7 (Liability and Indemnities); Clause 8 (Data Protection Act); Clause 9 (Intellectual Property Rights); this clause 14.2 (Survival). Termination of rights to Use the UK Registry does not affect any rights or obligations that arose prior to that termination.

14.3 **Assignment/Transfer of Accounts:** You must not assign any of Your rights under these Terms and Conditions without the prior consent in writing of the National Administrator.

14.4 **Waiver:** Failure or delay by the National Administrator in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights under these Terms and Conditions. No waiver by the National Administrator of any breach of, or default under, any provision of these Terms and Conditions shall be construed as a waiver of any subsequent breach of, or default under, the same or any other provision.

14.5 **Severance:** If any provision of these Terms and Conditions is held by any competent 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 these Terms and Conditions and the remainder of the provision in question shall not be affected.

14.6 **Applicable Law:** These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the Parties agree that the Courts of England and Wales shall (Subject to clause 11 (Dispute resolution)) have exclusive jurisdiction to settle any Disputes (contractual and non-contractual) that may arise out of or in connection with these Terms and Conditions (including any mediation).

15. Modifications

15.1 The National Administrator may modify these Terms and Conditions at its discretion. Any such modifications will be notified via the UK Registry Website and You must comply with them.

APPENDIX – Abbreviations, Definitions and Interpretation

In these Terms and Conditions, except where the context requires otherwise

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| “Account Holder” | means a person who holds an account |
| “Account” | means any account administered by the National Administrator |
| “Account Data” | means information and data provided in connection with any Account or application for an Account |
| “Allowances” | Includes an allowance as described in Article 3 of Directive 2003/87/EC and Kyoto Units |
| “AOHA” | Aircraft Operator Holding Account |
| “Applicant” | means any person applying to open an Account, and any person nominated to be an AR or AAR |
| “Auctioning Regulations” | means The Community Emissions Trading Scheme (Allocation of Allowances for Payment) Regulations 2012 (SI 2661 of 2012) |
| “AR” | means an authorised representative, nominated and approved in accordance with the Registries Regulation |
| “AAR” | Means an additional authorised representative, nominated and approved in accordance with the Registries Regulation |
| “Central Administrator” | means the Central Administrator designated by the EC pursuant to Article 20 of Directive 2003/87/EC to operate and maintain the UK Registry and the EUTL |

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| “Competent Authority” | means the competent authority (the Secretary of State or the Regulator, as the case may be) as prescribed under the UK Regulations |
| “Content” | means the data, text, images, material and information on the UK Registry and UK Registry Helpdesk |
| “Data Sharing Entities” | means those entities specified in the Registries Regulation to which the National Administrator and Central Administrator may provide information |
| “Directive 2003/87/EC” | means Directive 2003/87/EC of the European Parliament and of the Council establishing a scheme for greenhouse gas emission allowance trading within the Community and amending Council Directive 96/61/EC |
| “Directive 2004/101/EC” | means Directive 2004/101/EC of the European Parliament and of the Council amending Directive 2003/87/EC, in respect of the Kyoto Protocol’s project mechanisms |
| “Dispute” | means a dispute between You and the National Administrator in relation to these Terms and Conditions |
| “ECAS” | means the EC Authentication Service |
| “Environmental Information Regulations” | means the Environmental Information Regulations 2004 (SI 2004/3391) |
| “EUTL ” | means the European Union Transaction Log established by the European Commission and operated and maintained by the Central Administrator |
| “Financial Sanctions List” | means lists available to the National Administrator of persons, organisations and countries currently prohibited from being involved in financial transactions |
| “Force Majeure” | means including but not limited to any event, occurrence or circumstance which is outside of the reasonable control of the National Administrator, including acts or omissions of the Central Administrator or ECAS, failure of or suspension of access to the ECAS system, or the EUTL or ITL, internet outages, communications outages, governmental change, failure of third party services, labour disputes, fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made |
| “Freedom of Information Act” | means the Freedom of Information Act 2000 |

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| “Intellectual Property Rights” | means all rights in inventions, patents, trademarks and service marks, 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 |
| “ITL” | means the International Transaction Log established, operated and maintained by the UNFCCC Secretariat |
| “ITL Administrator” | means the UNFCCC Secretariat or any other body responsible for administering the ITL |
| “Kyoto Unit” | means Allowances eligible for use under the Kyoto Protocol |
| “Law” | means any international, European or national legal instrument or binding legal decision |
| “National Administrator” | means the entity designated as such under the Registries Regulation. |
| “OHA” | Operating Holding Account |
| Participating State | A State in the European Economic Area, which participates in the EU ETS. |
| “Party” | means, as the context requires, either or both You and the National Administrator |
| “Politically Exposed Persons” | means persons or legal persons who have been entrusted with a prominent public function, or an individual who is closely related to such a person |
| “Registries Regulation” | means Commission Regulation No 389/2013 for a standardised and secured system of registries pursuant to Directive 2003/87/EC of the European Parliament and of the Council and Decision 280/2004/EC of the European Parliament and of the Council |
| “Regulator” | means any regulator under the UK Regulations |
| “Relevant Authority” | means the Secretary of State, the Central Administrator, any competent authority, Regulator, Data Sharing Entities, UK government department or other authority with whose requirements, directions or instructions the |

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| | National Administrator is required to comply or co-operate |
| “Secretary of State” | means the Secretary of State for the purposes of the UK Regulations |
| “System” | means the greenhouse gas emissions trading system established pursuant to Directive 2003/87/EC |
| “UK Aircraft Operator” | Means a UK administered operator or UK aircraft operator within the meaning of the UK Regulations |
| “UK Registry” | means UK part of the Union Registry and the UK Kyoto Protocol Registry and the secure and non-secure areas of the Website |
| “UK Registry Helpdesk” | means the helpdesk through which the National Administrator will provide assistance and support to Users on Working Days |
| “UK Regulations” | means the Greenhouse Gas Emissions Trading Scheme Regulations 2012 (SI No 3038 of 2012) |
| “UNFCCC” | means the United Nations Framework Convention on Climate Change that entered into force on 21 March 1994; |
| “Union Registry” | means the Registry forming part of the UK Registry created, operated and maintained by the Central Administrator under the Registries Regulation |
| “Use” | includes the use of or gaining of access to the UK Registry by any person, including for the purposes of making an application. |
| “User” | includes Account Holders, ARs and AARs and any person that makes use of the UK Registry |
| “Verifier” | means a verification body or person accredited (and, if required, endorsed by the UK Accreditation Service (UKAS)) to carry out the verification requirements of the EC Verification Regulation 600/2012 |

“Working Day”

means between normal working hours on any day other than a Saturday, Sunday or public holiday in England

“You”

means (before acceptance of an application) any Applicant and (after the application is accepted) the Account Holder, the AR or the AAR, as the case may be, who has agreed to be bound by these Terms and Conditions with the National Administrator.

“Your” shall be construed accordingly.