

NABERS LICENSED ASSESSOR AGREEMENT

TERMS AND CONDITIONS

1. PURPOSE OF THIS AGREEMENT

1.1. The National Australian Built Environment Rating System (NABERS) is a performance-based rating system that measures the environmental performance during operation of existing buildings in the following categories:

- Commercial offices (whole building, base building and tenancies);
- Hotels;
- Shopping centres;
- Data Centres (whole facility, infrastructure and IT equipment); and - Such other building types as may be adopted in the future.

Please note that NABERS UK's scope currently only covers Commercial Offices (base building, whole building and tenancies).

1.2. CIBSE Certification Ltd is the Scheme Administrator of NABERS UK and in that role administers the licensing of NABERS UK Assessors which allows them to carry out the NABERS UK Rating Process and obtain NABERS Ratings.

1.3. The Licensee employs Licensed Assessors to personally carry out the NABERS UK Rating Process and in that capacity requires the ability to be able to use NABERS UK Materials and NABERS logos.

1.4. The Licensee wishes to acquire from the Scheme Administrator the right to provide Assessment Services in the built environment in accordance with the terms of the Licence Agreement.

1.5. The purpose of this Agreement is to:

- a) provide for the effective administration of licensing of NABERS UK Licensed Assessors;
- b) set out the terms, conditions, rights and obligations applicable to the NABERS Rating Process;
- c) set out the rights and obligations of the Licensee applicable to the Rating Process.

2. OVERVIEW OF LICENSEE'S OBLIGATIONS

2.1. This Agreement provides certain rights with respect to NABERS UK to allow the Licensee to facilitate its participation in NABERS UK and to ensure that Licensed Assessors are able to carry out the NABERS Process in order to obtain NABERS Ratings. This Agreement also sets out the Licensee's obligations including but not limited to:

- Complying with the Process Documents;

- Keeping and maintaining of accurate records covering the full Rating Services;
- Ensuring that any use of any NABERS Logos or marketing materials created for NABERS UK complies with the NABERS UK Brand Guidelines;
- Complying with obligations relating to use of NABERS Logos and NABERS UK Intellectual Property;
- Cooperating in respect of any Audit;
- Compliance with suspension, termination or other imposed sanctions
- Ensuring satisfactory insurances and indemnities are in place; and
- Disclosing and managing conflicts of interest.

Definitions of capitalised terms in this Agreement are set out at Clause 26.

3. TERMS OF AGREEMENT

- 3.1. This Agreement commences once the Licensee accepts these terms and conditions by signing the Licence application, agreeing to all relevant terms and conditions and scheme documents referred to in the Licence Application and the Scheme Administrator issues a signed Licence letter setting out the issue date, renewal date, issue number and list of Licensed Assessors.
- 3.2. The Initial Term of the Licence Agreement is one year from the Commencement Date (subject to earlier termination in accordance with clause 11.
- 3.3. The Licence Agreement is not an automatic renewal process. We email the assessor in advance at annual renewal time, then issue invoices.
- 3.4. The Licensee and the Scheme Administrator acknowledge that this Agreement may be brought to an end with notice in accordance with clause 11.3. where this Agreement is to be replaced by a new version.

4. OBLIGATIONS

4.1. Obligations of Assessment Company including with respect to its Licensed Assessors

- 4.1.1. The Assessment Company shall ensure that only Licensed Assessors with a current license and named under a Licence Agreement with the Scheme Administrator carry out the NABERS UK Rating Process.
- 4.1.2. The Assessment Company agrees and acknowledges that the validity of the Assessors' License under this agreement is contingent upon the Licensee at all times during the term of this Agreement.
- 4.1.3. The Assessment Company must take all reasonable steps to ensure that the Licensed Assessors, in respect of any activities relating to NABERS UK, acts in accordance with:
 - (a) any suspension or termination of the Assessor's License; or

- (b) any other determination or sanction imposed under such determination in respect of the Licensed Assessor reached by the Scheme Administrator in accordance with the NABERS UK Rating Auditing Procedure.

4.2. Obligations of Sole Trader Assessor

- 4.2.1. The Sole Trader Assessor is obliged to have a current Licence Agreement with the Scheme Administrator before carrying out the NABERS UK Rating Process.
- 4.2.2. The Sole Trader Assessor shall ensure that, in respect of any activities relating to NABERS UK,;
 - (a) it acts in accordance with any suspension or termination of its License; or
 - (b) any other determination or sanction imposed under such determination reached by the Scheme Administrator in accordance with the NABERS UK Rating Auditing Procedure.

4.3. Obligation of Scheme Administrator with respect to Licensed Assessor

- 4.3.1. The Licensee acknowledges that the Scheme Administrator may from time to time during the term of this Agreement update the Licensed Assessors listed in the Licence Letter and on Public Listings to reflect:
 - (a) any change to the categories for which the Licensed Assessor is licensed, pursuant to the NABERS UK Licensing Procedure;
 - (b) any change to the Licensed Assessor's status as a Trainee Assessor for a NABERS Rating category in accordance with the NABERS UK Licensing and Auditing Procedures;
 - (c) any action or sanction imposed following an audit;
 - (d) any suspension of the Licensed Assessor's license under clause 10;
 - (e) any other change to the Licensed Assessor's details; or
 - (f) any change to the fee structure in accordance with the terms of this Agreement

5. LICENSING

- 5.1. In consideration of the initial and ongoing payment of the Annual Fee and acceptance of the terms and conditions of this Agreement, the Scheme Administrator hereby provides a license to the Assessors to carry out the Rating Process and obtain NABERS Ratings for those categories listed on the Licensed Assessor's Licence Letter and Public Listings.
- 5.2. In addition to the obligations set out in this Agreement it is a condition of Licensing under this Agreement that Licensed Assessor:
 - (a) must only carry out the Rating Process and obtain NABERS Ratings for those categories for which the Licensed Assessor is listed on the Licence Letter as being licensed for;
 - (b) must comply with:
 - (i) the Code of Practice;

- (ii) Assessor Brand Guidelines; and
 - (iii) All other Process Documents listed in the NABERS UK website (location to be advised) and provided in the Assessor License Pack received when contacting CCL for a license.
 - (c) must comply with any measure to be taken or sanction imposed following an Audit carried out in accordance with the NABERS Rating Auditing Procedure;
 - (d) must ensure that any activity carried out as part of the Rating Process and obtaining NABERS Ratings complies with any technical advice provided by the Scheme Administrator;
 - (e) must ensure that the Licensed Assessor's details on the Public Listings are correct and up to date and that the Scheme Administrator is immediately advised of any changes to those details;
 - (f) must not do anything in the course of carrying out any function as an Assessor that constitutes a libel or defamation.
- 5.3. The Licensee agrees to keep and maintain complete and accurate records covering the full Rating Services (including details of the assessments carried out by each Licensed Assessor where the Licensee is an Assessment Company) for a period of ten years from the date that the Licensed Assessor is appointed by the Customer to carry out the Rating Services and such records shall be open at all reasonable times to inspection by the Scheme Administrator during that period.

6. PAYMENT OF FEES

- 6.1. The Licensee shall pay to the Scheme Administrator the Fees listed in the NABERS UK Fee Sheet for the services provided by the Scheme Administrator to the Licensee (as described in the Fee Sheet) within 30 days of the date of the invoice issued by Scheme Administrator. These fees include but are not limited to annual licence fees, and rating registration and certification fees.
- 6.2. The Licensee acknowledges and agrees that these fees are reviewed annually and are subject to change in accordance with the NABERS UK Fee Sheet.
- 6.3. All fees due under the Licence Agreement are exclusive of VAT, which shall, where applicable, be paid by the Licensee at the prevailing rate on the due date for payment or receipt of the relevant invoice from the Scheme Administrator (as may be).
- 6.4. The Licensee acknowledges and agrees that:
- (a) non-payment of a fee within 30 days of the date of the invoice may result in suspension of the Licensed Assessor's License under this Agreement in accordance with clause 10 and the Assessor will no longer be eligible to submit NABERS Rating Input Forms to the Scheme Administrator until such time as payment of overdue Fees is made.
 - (b) where an Annual Licence Fee is outstanding for a period of twelve months or greater, their license may be terminated in accordance with clause 11. Individuals whose

License is terminated will need to successfully re-complete the required training in order to become licensed again.

- 6.5. For the purposes of this clause and the suspension and termination clauses under this Agreement any reference to a Fee payable includes a reference to a Fee that may be payable by the Licensee in respect of its Employed Assessor.

7. NABERS UK AUDITS

- 7.1. The Licensee acknowledges that a NABERS UK Auditor, on the Scheme Administrator's behalf, may carry out an Audit of Licensed Assessor's Rating Materials and NABERS Ratings, and any other work carried out as part of the Rating Process, in accordance with the NABERS UK Rating Auditing Policy and Procedure as updated from time to time.
- 7.2. The Licensee must:
- (a) take all reasonable steps to cooperate with the Scheme Administrator and the NABERS UK Auditor in respect of any Audit of Assessors.
 - (b) upon written request and within a reasonable timeframe provide all documentation and information necessary to enable the NABERS UK Auditor to conduct an Audit of a NABERS Rating, including any of the Licensed Assessor's Rating Materials and activities carried out as part of the Rating Process, and including access to (and where relevant, copies of) all records, books of account, documents, information, premises, equipment and things which the NABERS UK Auditor reasonably considers necessary to satisfy itself that the Licensed Assessor has complied with the requirements of the Scheme, including the NABERS UK Rules, the NABERS UK Auditing Policy, Auditing Procedure, Code of Practice, and other Process Documents.
 - (c) work closely with the NABERS UK Auditor to ensure that the correct interpretation and application of the Rules, Rulings, and Process Documents have been made, and sufficient documentary evidence is provided.
- 7.3. The Licensee agrees and acknowledges that a range of measures and sanctions can be applied to any Assessor by the Scheme Administrator following an Audit in accordance with the NABERS UK Rating Auditing Procedure. These include:
- (a) Revoking the NABERS Rating and re-issuing a different NABERS Rating Certificate
 - (b) Warning letter
 - (c) Requirement for future rating work to be supervised
 - (d) Requirement for future rating work to undergo an Audit
 - (e) License status for one or more categories be changed to Trainee Assessor
 - (f) Requirement to undergo training
 - (g) Payment of costs for any of the above
 - (h) Suspension of license for one or more categories
 - (i) Termination of this Agreement.

8. USE OF NABERS LOGOS

- 8.1. Licensee agrees and acknowledges that all NABERS Logos are owned by the Scheme Administrator and that the Scheme Administrator reserves the right at all times to specify the manner in which any person may use the NABERS Logos.
- 8.2. The Scheme Administrator grants to the Licensee a limited, personal, royalty free, non-exclusive and non-transferable right to use and refer to the NABERS Logos in connection with the Licensee's activities in respect of NABERS UK and the activities of its Licensed Assessors (if any) subject to these terms and conditions.
- 8.3. The Licensee agrees that in any exercise of the licence, it will comply in all respects with the NABERS UK Brand Guidelines and any other reasonable guidelines or policies regarding the use of NABERS Logos.
- 8.4. Except as provided in the NABERS UK Brand Guidelines, the Licensee has no right to:
 - (a) Use or make reference to the NABERS Logos in any marketing, advertising or public announcements;
 - (b) Alter or modify the NABERS Logos in any way;
 - (c) Reproduce, use, sub-licence, or otherwise deal with the NABERS Logos, or allow any other person to do so, for any purpose.
- 8.5. The Licensee must not at any time during or after the term of this Agreement, register or attempt to register, or use as a trademark, business or company name, email address, phone number or domain name, the NABERS Logos or any device or word substantially identical with or deceptively similar to any of the NABERS Logos.
- 8.6. Upon the suspension or termination of this Agreement between the Scheme Administrator and the Licensee, the Licensee must cease to use or display the NABERS Logos for any purpose whatsoever including without limitation the use of NABERS Logos on stationery, advertising, promotional and sales material, websites and online material and any other materials which incorporate the NABERS Logos.
- 8.7. Upon the suspension of a Licensed Assessor or termination of this Agreement between the Scheme Administrator and the Licensee, the Licensed Assessor must cease to use or display the NABERS Logos for any purpose whatsoever including without limitation the use of NABERS Logos on stationery, advertising, promotional and sales material, websites and online material and any other materials which incorporate the NABERS Logos.
- 8.8. Upon the termination of this Agreement between the Scheme Administrator and the Licensee, the Licensee and its Employed Assessors (if any) must cease to use or display the NABERS Logos for any purpose whatsoever including without limitation the use of NABERS Logos on stationery, advertising, promotional and sales material, websites and online material and any other materials which incorporate the NABERS Logos.

9. NABERS UK INTELLECTUAL PROPERTY

- 9.1. The Licensee warrants that in carrying out any activities under this Agreement the Licensee will not infringe any Intellectual Property rights of the Scheme Administrator or of any third party.
- 9.2. The Licensee acknowledges and agrees that the Scheme Administrator owns all Intellectual Property rights in:
 - (a) all NABERS UK Software, Methodology, Algorithms, Rules, Rulings, and NABERS UK Materials and the other Process Documents;
 - (b) all Rating Materials and NABERS Ratings, and that such rights in respect of these materials brought into existence after the date of this Agreement shall vest upon their creation in the Scheme Administrator.
- 9.3. The Licensee acknowledges and agrees that the Scheme Administrator may use, adapt and change the Rating Materials for any purpose.
- 9.4. The Scheme Administrator grants to the Licensee a non-exclusive, non-transferrable licence to use NABERS UK Materials for the sole purpose of facilitating NABERS Ratings and for no other purpose whatsoever unless where otherwise agreed by the Scheme Administrator.
- 9.5. The Licensee must ensure that it obtains irrevocable written consent, for the benefit of the Scheme Administrator, from all authors of any work incorporated in the Rating Materials, for the use of such Rating Materials or work by the Scheme Administrator in any manner and or any purpose it chooses.
- 9.6. The Scheme Administrator acknowledges and agrees that any Background Intellectual Property of the Licensee remains vested in the Licensee and shall not be modified, adapted or altered without the express written approval of the Licensee and shall only be used by the Scheme Administrator for the purpose for which it was provided.

10. SUSPENSION

10.1. Suspension of Licensed Assessor in respect of fees and insurance

- 10.1.1 A Licensed Assessor's License under this Agreement may be immediately suspended by notice where:
 - (a) any fees required to be paid under clause 6 have not been paid within 30 days of the date of the Scheme Administrator invoice; or
 - (b) evidence that insurances required to be effected under clause 13 has not been provided in the manner required by the NABERS UK Insurance Procedure,

provided that such outstanding matter has not been addressed in the timeframe set out in that prior notice to the reasonable satisfaction of the Scheme Administrator and regardless of whether the failure to pay the fees or effect the insurances is that of the Licensee which may do such things on its Employed Assessor's behalf.

- 10.1.2. For the purposes of this clause and for clarity any reference to Fees payable or insurances required to be effected includes a reference to Fees that may be paid or insurances that may be effected by a Licensee in respect of its Employed Assessor.

10.2. Suspension of a Licensed Assessor following audit

- 10.2.1. The Licensed Assessor's License under this Agreement (including Licensing in respect of a particular rating category) may be immediately suspended by Notice of Suspension provided by the Scheme Administrator in response to a determination following an Audit, reached by the Scheme Administrator in accordance with the NABERS Rating Auditing Procedure, that a Licensed Assessor has not properly applied the NABERS UK Rules, Rulings, or Process Documents and that the sanction of suspending the Licensed Assessor's Licensing as a NABERS UK Assessor should be applied pending further action including but not limited to further training.

10.3. Suspension for other breach

- 10.3.1. This clause 10.3 shall not apply to the matters set out at clauses 10.1 and 10.2 above (suspension in relation to fees or insurances or following an Audit determination) but does apply to the obligation at clause 5.2(c) to comply with an Audit sanction or measure.
- 10.3.2. Without prejudice to any other right which the Scheme Administrator may have under this Agreement or at law, if a breach of this Agreement occurs, the Scheme Administrator may give a Notice of Intention to Suspend the Licensee.
- 10.3.3. Without limiting the bases on which such notice may be given, a Notice of Intention to Suspend may be given as a result of breach of any terms and conditions relating to:
- (a) Breach of Licensed Assessor obligations'
 - (b) Breach of obligations with respect to NABERS Logos;
 - (c) Breach of obligations with respect to NABERS UK Intellectual Property;
 - (d) Breach of Confidentiality obligations;
 - (e) Breach of Conflict of Interest obligations.
- 10.3.4. The Notice of Intention to Suspend will state the breach that in the opinion of the Scheme Administrator has occurred, shall contain any supporting information, and provide the Licensee with an opportunity to respond.
- 10.3.5. The time for response to a Notice of Intention to Suspend shall no more than 10 working days from the provision of the notice subject to such extension as the Scheme Administrator in its absolute discretion may grant. Any such response shall be in writing.
- 10.3.6. If, following a response, the Scheme Administrator is satisfied that no breach has occurred it shall revoke the Notice of Intention to Suspend.
- 10.3.7. If following consideration of the response provided the Scheme Administrator remains of the opinion that a breach has occurred it may give further notice in writing to the Licensee requiring that the following items be provided in writing to the Scheme Administrator:

- (a) a plan for the cure of the breach within a timeframe specified by the Scheme Administrator and/or
- (b) an undertaking that the breach will not occur again.

10.3.8. Where:

- (a) the Scheme Administrator receives a response in accordance with clause 10.3.5 that is in its opinion satisfactory; and
 - (i) having allowed the specified time (referred to at clause 10.3.7(a)) during which the breach has in the opinion of the Scheme Administrator been cured; and/or
 - (ii) an undertaking (referred to at clause 10.3.7(b)) has been given to the satisfaction of the Scheme Administrator, the Scheme Administrator shall by notice in writing revoke the Notice of Intention to Suspend.

10.3.9. Where:

- (a) no response is provided in accordance with clause 10.3.5. in the timeframe specified; or
- (b) no plan for the cure of the breach, or undertaking (as required), is provided in accordance with 10.3.7; or
- (c) the plan for the cure of the breach, referred to at clause 10.3.7, is not complied with within the specified time; or
- (d) an undertaking, referred to at clause 10.3.7(b), not to commit a further breach has not been complied with,

then the Scheme Administrator may immediately provide the Licensee with a Notice of Suspension.

10.4. Commencement of, Effect of, and Lifting of Suspension

10.4.1. Suspension under clause 10.1 (fees and insurance) shall take effect immediately on the date set out in the prior notice referred to in that clause.

10.4.2. Suspension under clauses 10.2 (audit sanction) and 10.3 (other breach) shall take effect immediately upon the provision of a Notice of Suspension.

10.4.3. The Notice of Suspension shall state:

- (a) the reason for suspension; and
- (b) the actions to be undertaken to remedy the suspension (where applicable in the discretion of the Scheme Administrator); and
- (c) the period of the suspension (where applicable in the discretion of the Scheme Administrator).

10.4.4. Following suspension under clause 10.2 or following the provision of a Notice of Suspension the Licensed Assessor shall for the period of the suspension:

- (a) cease to have A license for the period of the suspension;
- (b) not directly or indirectly carry out any activities that constitute the NABERS UK Process;
- (c) cease to use or display the NABERS Logos for any purpose whatsoever.

- 10.5.5. Assessment Company is under an obligation to ensure that any suspended Assessor under its employment adhere to this clause 10 and suspended Sole Trader Assessor is under an obligation to adhere to this clause 10.
- 10.5.6. Suspension under this clause shall cease:
- (a) in the case of suspension under clause 10.1 (relating to outstanding fees and/or insurance requirements), where the outstanding matter has been addressed to the satisfaction of the Scheme Administrator and eligibility to submit the NABERS Rating Input Form is reinstated.
 - (b) in the case of suspension under any other provision of this clause upon the provision of a Notice of Lifting of Suspension from the Scheme Administrator stating that:
 - (i) the cause of the suspension referred to in the Notice of Suspension (as applicable) has been remedied to the reasonable satisfaction of the Scheme Administrator; or
 - (ii) the period of the suspension referred to in the Notice of Suspension (as applicable) has lapsed.

11. TERMINATION

11.1. Termination for default

- 11.1.1. Without prejudice to any other right which the Scheme Administrator may have under this Agreement or at law, if a breach of this Agreement occurs, other than an Event of Default, the Scheme Administrator may give a Notice of Intention to Terminate the Licence Agreement.
- 11.1.2. Without limiting the bases on which such notice may be given, a Notice of Intention to Terminate may be given as a result of breach of any terms and conditions relating to:
- (a) Breach of obligations with respect to ensuring that only Licensed Assessors carry out the Rating Process;
 - (b) Breach of obligations with respect to suspended or sanctioned Licensed Assessors;
 - (c) Breach of obligations with respect of audits;
 - (d) Breach of obligations with respect to NABERS Logos;
 - (e) Breach of obligations with respect to NABERS UK Intellectual Property;
 - (f) Breach of obligations with respect of insurance;
 - (g) Breach of Confidentiality obligations.
- 11.1.3. The Notice of Intention to Terminate will state the breach that in the opinion of the Scheme Administrator has occurred, shall contain any supporting information, and provide the Licensee with an opportunity to respond.
- 11.1.4. The minimum time for response to a Notice of Intention to Terminate shall be 15 working days from the provision of the notice. Any such response shall be in writing to the Scheme Administrator.

- 11.1.5. If following a response referred to at clause 11.1.4 the Scheme Administrator is satisfied that no breach has occurred it shall revoke the Notice of Intention to Terminate.
- 11.1.6. If following consideration of the response referred to at clause 11.1.4 the Scheme Administrator remains of the opinion that a breach has occurred it may give further notice in writing to the Licensee requiring that the following items be provided in writing to the Scheme Administrator:
- (a) a plan for the cure of the breach within a timeframe specified by the Scheme Administrator and/or
 - (b) an undertaking that the breach will not occur again.

11.1.7. Where:

- (a) the Scheme Administrator receives a response in accordance with clause 11.1.6 that is in its opinion satisfactory; and
 - (i) having allowed the specified time (referred to at clause 11.1.6(a)) during which the breach has in the opinion of the Scheme Administrator been cured; and/or
 - (ii) an undertaking (referred to at clause 11.1.6(b)) has been given to the satisfaction of the Scheme Administrator,

the Scheme Administrator shall by notice in writing revoke the Notice of Intention to Terminate.

11.1.8. Where:

- (a) no response is provided by the Licensee in accordance with clause 11.1.6 in the timeframe specified; or
- (b) no plan for the cure of the breach, or undertaking (as required), is provided in accordance with 11.1.6; or
- (c) the plan for the cure of the breach referred to at clause 11.1.6(a) is not complied with within the specified time,
- (d) an undertaking referred to in clause 11.1.6(b), has not been complied with,

then the Scheme Administrator may immediately provide the Licensee with a Notice of Termination.

11.2. Termination by the Licensee

- 11.2.1. The Licensee may terminate this Agreement by giving 30 days notice in writing to the Scheme Administrator.

11.3. Termination by Scheme Administrator

- 11.3.1. The Scheme Administrator may terminate this Agreement by giving 3 months notice in writing that:
- (a) the NABERS UK scheme is coming to an end; or

- (b) this Agreement will be replaced by a new Licence Agreement applicable to all NABERS UK Licenses.

11.3.2. The Scheme Administrator may terminate this Agreement with immediate effect (or following such notice period as it sees fit) without prejudice to any of its rights or remedies, if:

- (a) the Licensee fails to pay any amount due under the Licence Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
- (b) the Licensee commits a material breach of any term of the Licence Agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
- (c) the Licensee repeatedly breaches any of the terms of the Licence Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect to the terms of the Licence Agreement; or
- (d) the Licensee gives to the Scheme Administrator any false or misleading information, or makes any misrepresentation in connection with obtaining the Licence Agreement or during the Term, in connection with the Assessment Services; or
- (e) persistent, valid complaints continue to be made to the Scheme Administrator about the quality of the service provided by the Licensee and the Licensee, having received notice of such complaints, fails to improve such service to the reasonable satisfaction of the Scheme Administrator; or
- (f) the Licensee, in the opinion of the Scheme Administrator, does or permits to be done, any act which might:
 - (i) bring the Nabers UK Scheme into disrepute or damage the goodwill in the Scheme; or
 - (ii) jeopardise or invalidate the registration of the Trade Marks or does any act which might assist, or give rise to, an application to remove the Trade Marks, or which might prejudice the right or title of the Scheme Administrator to the Trade Marks; or
- (g) the Licensee purports to assign any of the rights or licences granted under the Licence Agreement, without the Scheme Administrator's prior approval or consent; or
- (h) the Licensee fails to obtain any written approval or consent of the Scheme Administrator as expressly required by the Licence Agreement; or

- (i) the Licensee suspends, or threatens to suspend, payment of its debts or is, or is deemed to be, insolvent, unable to pay its debts as they fall due for payment, or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - (j) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or enters into any composition or arrangement with its creditors generally; or
 - (k) an order is made, a resolution is passed, or a notice is issued convening a meeting for the purpose of passing a resolution, or any analogous proceedings are taken, for the winding-up, administration or dissolution of the Licensee (other than a members' voluntary liquidation solely for the purpose of solvent amalgamation, reconstruction, reorganisation, dissolution, merger or consolidation); or
 - (l) any liquidator, receiver, administrative receiver, administrator or similar officer is appointed over, or in respect of, the Licensee or any part of its business or assets; or
 - (m) the Licensee (being an individual) is the subject of a bankruptcy petition, application or order (whether voluntary or involuntary) or is the subject of any other proceedings for the settlement of the Licensee's debts; or
 - (n) a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - (o) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(i) to clause 1.1(n) (inclusive); or
 - (p) there is a change of Control of the Assessment Company; or
 - (q) the Licensee is in breach of any of its compliance obligations under clause 23.
- 11.3.3. The Scheme Administrator may terminate the Licence Agreement for convenience at any time by giving not less than 30 days written notice to that effect to the Licensee.
- 11.3.4. Notwithstanding any other provision of this Agreement, this Agreement may be immediately terminated by the National Administrator by notice in writing where the National Administrator is of the reasonable view that no Employed Assessors are employed by the Assessment Company.
- 11.3.5. The parties acknowledge and agree that any breach of clause 9 and clause 16 shall constitute a material breach for the purposes of this clause.
- 11.3.6. In addition to, and without prejudice to, the Scheme Administrator rights to terminate the Licence Agreement pursuant to clause 11.3, the Scheme Administrator may suspend the licence granted by the Licence Agreement (and consequently, the Licensee's right to perform

the Assessment Services) if one or more of the following events occur and until such time as the matter is resolved to CCL's reasonable satisfaction:

- (r) if the Scheme Administrator considers, acting reasonably, that the performance by the Licensee of any Assessment Services is unsatisfactory;
- (s) if the Licensee fails to resolve any serious complaint which is reasonably capable of resolution;
- (t) if payments are not made within 30 days of the date of receiving an invoice; or
- (u) if the Licensee or any Licensed Assessor acts in an abusive or unprofessional manner towards any of the Scheme Administrator's personnel.

12. Arrangements upon termination

12.1. Upon termination of this Agreement (except where the Licensee enters into a replacement agreement referred to in clause 11.3.1), the Licensee must within 20 working days:

- (a) cease use of all NABERS Logos and NABERS UK Intellectual Property and NABERS UK materials and products, including but not limited to computer software, and the Process Documents;
- (b) withdraw any publicly available promotional materials consisting of, incorporating or displaying any NABERS UK trademarks or NABERS Logos;
- (c) cease and thereafter refrain from representing that the Licensee is associated in any way with the Scheme Administrator or the NABERS UK Scheme.

12.2. Termination of this Agreement and withdrawal of a license shall be without prejudice to the continuing enforceability of any rights or obligations of the Scheme Administrator accrued at the time of termination.

12.3. Clauses to apply following termination

12.3.1. The operation of:

- (a) Clause 8 – NABERS Logos;
- (b) Clause 9 – NABERS UK Intellectual Property;
- (c) Clause 13 – Professional indemnity insurance;
- (d) Clause 14 – Indemnity;
- (e) Clause 15 – Release;
- (f) Clause 16 – Confidentiality; and
- (g) any other provision which expressly or by implication from its nature is intended to continue, survive the termination of this Agreement.

13. INSURANCE

- 13.1. For the purpose of demonstrating compliance with this clause, evidence of insurance cover are to be provided to the Scheme Administrator in accordance with the NABERS UK Insurance Procedure.
- 13.2. The Licensee acknowledges and agrees that failure to effect and maintain the insurances set out in clause 13.4 in the manner described in clause 13.1 may result in the suspension or termination of their License under this Agreement in accordance with clause 10 and clause 11 and the loss of access to the NABERS UK or CCL's website to lodge Rating Materials until such time as the required insurances are effected.
- 13.3. The Licensed Assessor and the Scheme Administrator acknowledge and agree where the Assessor is employed by the Licensee then the Licensee may take necessary action on behalf of the Employed Assessor to ensure compliance with the Employed Assessor's insurance requirements set out in this clause. However, failure by the Licensee to effect and maintain insurances in respect of the Employed Assessor in accordance with this clause may result in the Scheme Administrator taking action under this Agreement to suspend the Employed Assessor under clause 10 or terminate this Agreement under clause 11.
- 13.4. The Licensee must ensure that prior to carrying any activities pursuant to a NABERS Rating or the Ratings Process and at all subsequent times during the term of this Agreement evidence is provided to the satisfaction of the Scheme Administrator that the following insurance policies have been effected:
- (a) **Employers' liability insurance** that covers the Licensee and its employees (if any). The Licensee must ensure that it has effected an insurance policy to the level of risk associated with carrying out the Assessment Services.
 - (b) **Public liability insurance** covering the Licensee and if any, its employees and agents for any death, injury, damage or loss to other persons arising from the carrying out of NABERS Ratings. Licenced Assessors must maintain such insurance current for the duration of this Agreement and for an amount of not less than one million pounds sterling (£1,000,000) for any single occurrence.
 - (c) **Professional indemnity insurance** covering the Licensee for breaches of professional duty (whether owed in contract or otherwise) in carrying out the Assessment Services. Licenced Assessors must maintain such insurance current for the duration of this Agreement and six (6) years thereafter, and for an amount of not less than one million pounds sterling (£1,000,000) for any single occurrence.
- 13.5. The Licensee and Assessors must not do anything or fail to do anything that would allow any insurer to reduce cover or void a policy of insurance required under this Agreement.
- 13.6. The Scheme Administrator is not obliged to accept any material from the Licensee as part of a NABERS Rating or the Ratings Process or provide a NABERS Rating unless and until the Licensee and Assessors have complied strictly with the obligations of this clause.

14. INDEMNITY

- 14.1. The Licensee will at all times indemnify, hold harmless and defend the Scheme Administrator from and against any cost, claim, loss (including consequential loss arising from inaccurate NABERS Ratings or Ratings Materials of Licensed Assessors in the Ratings Process) or, damage, liability or expense which the Scheme Administrator pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) resulting from:
- (a) any act or omission of the Licensee, including any unlawful, negligent, reckless or deliberately wrongful act or omission of the Licensee in the carrying out of any activities related to NABERS UK or otherwise in the performance of this Agreement;
 - (b) any act or omission of a Licensed Assessor, including any unlawful, negligent, reckless or deliberately wrongful act or omission of the Licensed Assessor in the course of the Rating Process or in the carrying out of any activities as a Licensed Assessor;
 - (c) any breach of this Agreement by the Licensee;
 - (d) the use of or reliance on by the Scheme Administrator on any Rating Materials provided by a Licensed Assessor as part of an Assessment or Ratings Process; and
 - (e) any change to a NABERS Rating based on a Licensed Assessor's Rating Materials following an Audit.
 - (f) Any claim made against the Scheme Administrator for actual or alleged infringement of a third party's intellectual property rights by the Licensed Assessor.
 - (g) Any claim made against the Scheme Administrator by a third party to the extent that such claim arises out of the breach, negligence performance or failure or delay in performance of the Services under this Agreement.
 - (h) Any claim made against the Scheme Administrator and its associate companies by a third party for death, personal injury or damages to property arising out of or in connection with the performance of Services under this Agreement.
- 14.2. The Licensee's liability to indemnify the Scheme Administrator under this clause will be reduced proportionally to the extent that any act or omission involving fault on the part of the Scheme Administrator contributed to the relevant cost, liability, loss, damage or expense.
- 14.3. This proportional reduction does not apply in respect of anything resulting from a change to a NABERS Rating in accordance with a determination reached by the Scheme Administrator following an Audit in accordance with the NABERS UK Rating Audit Procedure.
- 14.4. The Licensee's liability in connection with this Agreement or the performance of the Assessor's obligations under this Agreement, whether in contract, tort (including negligence) or equity, under statute or otherwise is limited to the amounts insured under the insurance policies required to be effected and maintained under clause 13.4.

15. RELEASE

15.1. The Licensee acknowledges and agrees that:

- (a) any activities carried out as a Licensee or otherwise in the performance of this Agreement; or
- (b) any activities of Licensed Assessor in the course of the Rating Process or in the performance of obligations under this Agreement or otherwise in connection with NABERS UK, are done at its own risk.

15.2. The Licensee releases the Scheme Administrator from and against all claims and proceedings relating to any cost, liability, loss, damage or expense to the Licensee that may arise from:

- (a) the carrying out and performance of any activities in connection with this Agreement and the NABERS UK Scheme;
- (b) the carrying out of any activities by a Licensed Assessor in the course of the Rating Process or in performance of this Agreement or otherwise in connection with NABERS UK
- (c) the consequences of any inaccurate Rating Material provided to the National Administrator in respect of a NABERS Rating in the course of the Rating Process;
- (d) the success or failure of the NABERS UK Scheme;
- (e) any suspension of this agreement in accordance with clause 10; and
- (f) any determination reached by the Scheme Administrator in accordance with the NABERS UK Rating Audit Procedure.

15.3. Notwithstanding any other clause in this Agreement, neither party shall have any liability to the other for or in connection with any loss suffered by the other which is indirect or consequential (except for consequential loss referred to in clause 14.2 above) such as loss of profits, loss or opportunity or loss of bargain.

16. CONFIDENTIALITY

16.1. Subject to clause 16.2, the Licensee shall not, without the prior written approval of the Scheme Administrator, make public or disclose to any third party any Confidential Information, and in giving such written approval, the Scheme Administrator, may impose such terms and conditions as it thinks fit.

16.2. Notwithstanding clause 16.1 the Confidential Information belonging to the Scheme Administrator shall only be disclosed by Assessment Company to an Employed Assessor as is necessary for the Assessor to fulfil its obligations under this Agreement.

16.3. The Licensee shall take all reasonable steps to ensure that it complies with this clause 16.

16.4. The Licensee shall not make or allow to be made copies of or extracts of all or any part of the Confidential Information except for the purpose of this Agreement.

16.5. This clause shall continue to bind the Licensee after the date of termination of this Agreement.

16.6. Notwithstanding any other provision of this Agreement, the Licensee may:

- (a) pass on Confidential Information where it is reasonably necessary for the Licensee to seek professional advice or to defend itself from any suit or claim, provided that such Confidential Information is disclosed under terms no less onerous than the terms of this clause; and
- (b) retain one copy of any document solely for the purpose of its own records and upon the continuing duty of confidence set out in this Agreement.

17. CONFLICTS OF INTEREST

17.1. Warranty as to Conflicts of Interest

17.1.1 The Licensee warrants that to the best of its knowledge after making diligent inquiry, at the date of entering into this Agreement:

- (a) it will comply with clause 17.3 (obligation to keep informed and prevent conflict of interest); and
- (b) if there is a Conflict of Interest in relation to the performance of its obligations under this Agreement, the Licensee will immediately comply with clause 17.2 (notification of conflict of interest).

17.2. Notification of a Conflict of Interest

17.2.1 If, during the term of this Agreement, a Conflict of Interest arises or appears likely to arise, the Licensee must:

- (a) give Notice to the Scheme Administrator as soon as is practicable after becoming aware that the Conflict of Interest has arisen, or appears likely to arise;
- (b) make full disclosure of all relevant information relating to the conflict, including but not limited to, the Licensee's strategy for managing the relevant Conflict of Interest;
- (c) take such steps as the Scheme Administrator requires to resolve or otherwise deal with the Conflict of Interest;

17.3. Obligation to keep informed and prevent conflicts of interest

17.3.1 The Licensee must, at all times during the term of this Agreement, use its best endeavours to:

- (a) keep themselves informed of any potential Conflicts of Interest; and
- (b) take necessary steps to prevent and mitigate the effects of any Conflicts of Interest.

18. DISPUTE RESOLUTION

18.1. The parties shall resolve any dispute, complaints or appeals in relation to the subject of the Licence Agreement or Assessment Services in accordance with *CCL's Complaints and Appeals Procedure* and if the complaint has not been resolved after reasonably following the relevant procedure, either party may resolve the issue pursuant to clause 24.

- 18.2. Nothing contained in the CCL Complaint and Appeal Procedure to resolve a dispute will deny the Scheme Administrator the right to:
- (a) Issue a Notice of Suspension under clause 10; or
 - (b) seek injunctive or other urgent relief from an appropriate court where failure to obtain such relief would cause irreparable damage to the Scheme Administrator or its business.

19. NATURE OF RELATIONSHIP

- 19.1. No employment or agency relationship arises between Scheme Administrator and Licensee under this Agreement.
- 19.2. The Licensee must not represent or hold self out as being an agent of the Scheme Administrator in respect of NABERS UK.
- 19.3. The Licensee acknowledges that the Scheme Administrator makes no representations in respect of any work that may arise following Licensing under this Agreement.

20. RECORDS

- 20.1. During the Term, the Licensee shall, upon receipt of written request and upon reasonable notice, provide the Scheme Administrator, its authorised representatives and/or auditors appointed by it with access to (and where relevant, copies of) all records, books of account, documents, information, premises, equipment and things which the Scheme Administrator reasonably considers necessary to satisfy itself that the Licensee is continuing to comply with the requirements of the Scheme, including the NABERS UK Rules, the NABERS UK Auditing Policy, Auditing Procedure, Code of Practice, and other Process Documents.
- 20.2. The Licensee shall provide the Scheme Administrator or its authorised representative with the information and reports referred to in clause 20.1 within a reasonable time of any request.
- 20.3. The Licensee must retain all NABERS UK Rating Materials for ten years. Additional responsibilities with respect to records are listed in the NABERS UK Licensed Assessor Code of Practice and the NABERS UK Auditing Policy and Procedure.

21. ASSIGNMENT

- 21.1. The Licensee shall not assign, in whole or in part, the benefits under this Agreement, without the prior written consent of the Scheme Administrator.
- 21.2. The Scheme Administrator shall have the absolute right to assign all its rights, powers and obligations arising under this Agreement to any person, government department, agency or authority, company or other entity appointed as Scheme Administrator of NABERS UK, by notice in writing to the Licensee, and the Licensee shall be deemed to have entered into a contract with the assignee upon the same terms as this Agreement.
- (a) NABERS or its nominee has step-in rights which allows the rights and obligations under this customer contract to be discharged by NABERS or its nominee specific conditions specified in the NABERS licence agreement with CIBSE Certification.

(b) All rights in and in relation to Customer Data belong to the Scheme Administrator at all times, and the Customer assigns all rights, title and interest in the Customer Data on creation.

(c) The Scheme Administrator grants NABERS or its nominee a transferable, non-exclusive licence to use, modify, copy and reproduce the Customer Data for the purposes of administering the NABERS Scheme, and that the Customer expressly consents to this licence.

- 21.3. Upon receipt of a notice of assignment under Clause 21.2, the Licensee agrees to observe and perform all its liabilities and obligations arising under this Agreement that are to be observed or performed on or after the assignment for the benefit of and to the assignee as if the assignee was a party to this Agreement in place of the Scheme Administrator.

22. NOTICES

- 22.1. Any notice that the Scheme Administrator may serve under this Agreement shall be taken to be effectively served:
- (a) if sent to the email address set out in the contact details of the Licensee's Application Form;
 - (b) if sent to the email address listed on the Licensed Assessor's Public Listing; or
 - (c) if sent by post to the registered office of the Licensee, unless otherwise agreed in writing by the parties.
- 22.2. Any notice that may be served on the Scheme Administrator under this Agreement must be served by sending the notice to nabersuk@cibsecertification.org or in writing to:

CIBSE Certification Ltd
91-94 Saffron Hill
London
EC1N 8QP
United Kingdom

23. ANTI-CORRUPTION AND ANTI-BRIBERY COMPLIANCE

- 23.1. The Licensee shall:
- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 (**Relevant Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
 - (c) comply with the Scheme Administrator's ethics and anti-bribery policies communicated to the Scheme Administrator from time to time (**Relevant Policies**);

- (d) have and shall maintain in place throughout the duration of this Agreement its own policies and procedures, including adequate procedure under the Bribery Act 2010, to ensure compliance with the relevant requirements, relevant policies, and clauses 20.1(b), and will enforce them where appropriate; and
 - (e) promptly report to the Scheme Administrator any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.
- 23.2. The Licensee shall ensure that Licensed Assessors and any person associated with the Licensee who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Licensee in this clause 23 (**Relevant Terms**). The Licensee shall be responsible for the observance and performance by such person of the Relevant Terms, and shall be directly liable to the Scheme Administrator for any breach by such person of the Relevant Terms.
- 23.3. For the purpose of this clause 22, the meaning of adequate procedures and whether a person is **associated** with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of the Act), section 6(5) and 6(6) of that Act and section 8 of that Act respectively.

24. GOVERNING LAW AND JURISDICTION

- 24.1. This Agreement shall in all respect, be governed by and construed in accordance with English Law and all parties hereby submit to the exclusive jurisdiction of the English courts.
- 24.2. Any legal action in relation to this Agreement against any party or its property may be brought in any court of competent jurisdiction in England & Wales.
- 24.3. subject to clause 18, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Licence Agreement or its subject matter or formation (including non-contractual disputes or claims).

25. GENERAL

- 25.1. The parties shall do all acts and things necessary for the complete performance of their obligations under this Agreement.
- 25.2. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter of this Agreement. Upon execution of this Agreement, any prior arrangements, agreements, representations or undertakings as to the subject matter of this agreement are superseded.
- 25.3. No failure or delay on the part of any party in the execution of any right, power or remedy hereunder shall operate as a waiver thereof nor shall any exercise of such right, power or remedy preclude any other or further exercise of any other right, power or remedy hereunder.
- 25.4. No variation, modification or waiver of any provision of this Agreement nor consent to any departure by any party, shall in any event be of any force or effect unless the same shall be

confirmed in writing, signed by the parties hereto or, in the case of waiver or consent, the party giving that waiver or consent, and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

26. DEFINITIONS

Licensing – means the license provided under clause 5 of this Agreement to the Assessor to carry out the NABERS UK Rating Process.

Annual Licensing Fee – means the annual fee payable to the Scheme Administrator to commence and thereafter extend the Assessors license under this Agreement.

Assessment Company – means a company that employs Assessors and are named or identified as the company contracting with the Scheme Administrator in the Licence Letter.

Assessment Services – means services offered by the Licensee to its Customers consisting of assessments performed by a Licensed Assessor under the Nabers UK Scheme.

Assessor (also referred to as Licenced Assessor) – means the person named on the NABERS UK Licence letter and Public Listings carrying out activities relating to NABERS Ratings whether in the capacity of an Employed Assessor or a Sole Trader Assessor.

Audit – means an audit of a NABERS Rating in accordance with the Auditing Policy and Procedure in the NABERS UK Operations Manual – available on the NABERS UK website at (To be notified) .

Background Intellectual Property – means intellectual property in any information or literature owned by the Assessor that does not constitute any Rating Materials which is supplied by the Assessor to the Scheme Administrator in the course of a NABERS Rating or the Rating Process.

Confidential Information – means any information that is by its nature confidential; and

- is designated by the Scheme Administrator as confidential; or
- an Assessor knows or ought to know is confidential but does not include information which:
- is in, or comes into, the public domain through no fault of the recipient;
- is lawfully received from a third party free of any obligations of confidence at the time of its disclosure;
- is independently developed by the recipient; or
- is required by law, by court or by government order to be disclosed where reasonable prior notice has been given to the Scheme Administrator
- is the subject of a notice in writing from the Scheme Administrator to the Assessor stating that the information is no longer confidential.

Conflict of Interest – means a situation where your actions as a Licensed Assessor may be at odds with another role or where there are circumstances which mean that:

- The Assessor is not capable of exercising objective and impartial judgement when conducting the NABERS rating; or
- A reasonable person, with full knowledge of all relevant facts and circumstances, would conclude that there is a real risk that the Assessor would not be capable of exercising objective and impartial judgment when conducting the NABERS rating.

Employed Assessor – means the person employed by an Assessment Company and named on the NABERS UK Licence letter and Public Listings carrying out activities relating to NABERS Ratings

Intellectual Property – means all present and future intellectual property rights, titles and interests, wherever subsisting throughout the world, whether registered or not, whether created before, on or after the date of this Deed including copyright, trademarks, patents, designs, trade secrets and knowhow.

Licence Agreement – means the agreement as set out in these Terms & Conditions, the Licence Application Form, the Licence Letter (including any documents referred to in the Licence Letter, so far as they are not inconsistent with these Terms & Conditions) and the Process Documents.

Licence Application – mean the application form(s) completed by the Licensee in application for the Licence Agreement.

Licence Letter – mean the letter (as amended or re-issued) setting out the issue date, renewal date, issue number, applicable terms and conditions and Licensed Assessor(s) which may be operated by the Licensee in accordance with the Process Documents.

Licensee – means the person (which may be a body of persons corporate or unincorporated) named or identified as the person contracting with the Scheme Administrator in the Licence Letter. Reference to "Persons" is to be construed accordingly.

NABERS UK – means the National Australian Built Environment Rating System in the United Kingdom.

NABERS UK Licensing Procedure – means the procedure whereby assessors apply for a license following the License Procedure in LP256 Rev 1.0 NABERS UK Licensing Procedure (available on request).

NABERS UK Auditor – means a person appointed by the Scheme Administrator to conduct audits in accordance with the NABERS Rating Auditing Policy and Procedure.

NABERS UK Assessor Brand Guidelines – means the brand guidelines available on the website (To be notified).

NABERS UK Code of Practice – means the code of practice available on the website (To be notified).

NABERS UK Logos – means the NABERS UK trading name, NABERS logos and other trademarks developed by CIBSE Certification in the course of administering NABERS UK and set out in the Brand Guidelines as updated from time to time and available on the website (To be notified).

NABERS UK Materials - means the Scheme Administrator's material and documentation relating to NABERS UK including but not limited to the NABERS Rating Input Form and the Process Documents available on the website (To be notified).

NABERS Methodology - means the algorithms and data that enable the calculation of a NABERS rating based on specified user inputs.

NABERS Rating - the accredited rating provided by the Scheme Administrator in respect of a building based on the Rating Process performed by the Assessor and the provision of Rating Materials to the Scheme Administrator.

Scheme Administrator - means the entity responsible for administering managing and developing NABERS UK, being CIBSE Certification Ltd incorporated and registered in England and Wales with company number 06083016 whose registered office is at 91-94 Saffron Hill, London, EC1N 8QP.

Notice of Suspension - means a written notice provided to the Assessor by the Scheme Administrator, which may include notices provided via the Assessor's email address, advising of the Assessor of suspension of their license and indicating the reasons for that suspension.

Notice of Intention to Suspend to the Assessor - means a written notice provided to the Assessor by the Scheme Administrator advising of the intention to suspend the Assessor's License and indicating the reasons for that intention to suspension.

Process Documents - means the key processes and procedure documents that underpin and govern the NABERS UK Program. These documents are amended periodically and are available on the website (To be notified)

Public Listings - means, where the context allows, either (a) the publications which contain a list of CCL's licensed customers together with their certified assessments and ratings; or (b) the process of adding the licensed assessors' name together with its certified assessments and ratings to those publications.

Rating Materials - means anything brought into existence, or required to be brought into existence, as part of, or for the purposes of carrying out, or in connection with, any Assessment or Rating Process carried out by the Assessor under this Agreement including all data and information of the Assessor's client.

Rating Process - means all activities associated with the assessment of an existing building's overall environmental performance during operation required under this Agreement to be carried out in accordance with NABERS UK Rules, and any relevant Rulings or technical advice provided by the Scheme Administrator and includes the process for applying for obtaining an official rating based on a NABERS Rating.

Sole Trader Assessor - mean the self-employed Assessor named or identified as the company contracting with the Scheme Administrator in the Licence Letter.