

HIGHWAY ELECTRICAL CARBON CALCULATOR TERMS OF USE

IMPORTANT NOTICE: PLEASE READ THESE TERMS OF USE CAREFULLY PRIOR TO DOWNLOADING THE HIGHWAY ELECTRICAL CARBON CALCULATOR. BY DOWNLOADING THE CALCULATOR, YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THESE TERMS OF USE, WHICH LEGALLY BIND YOU TO AN AGREEMENT WITH THE CARBON TRUST, AND WHICH MAY BE SUBJECT TO CHANGE FROM TIME TO TIME.

IF YOU DO NOT AGREE AND ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE TERMS OF USE, THEN YOU DO NOT HAVE PERMISSION TO USE THE CALCULATOR.

1. Ownership

- 1.1 The Calculator is the property of the Carbon Trust and you are only licensed to use it in accordance with these Terms of Use.
- 1.2 You acknowledge that all intellectual property rights in the Calculator, anywhere in the world, belong to the Carbon Trust, that rights in the Calculator are licensed free of charge (not sold) to you, and that you have no rights in, or to, the Calculator other than the right to use it in accordance with these Terms of Use.

2. Use of the Calculator

- 2.1 The Calculator is licensed by the Carbon Trust in connection with its Low Carbon Collaboration Scheme to the Association of Signals Lighting and other highway Electrical Contractors (ASLEC) and its members (including employees, contractors and directors of those members) and its sister organisation the Highway Electrical Manufacturers and Suppliers Association (HEMSA) to download and use, free of charge, for the purposes of calculating the carbon emissions produced from street lighting installations and ongoing maintenance. The clients of members are also permitted to use this Calculator in connection with any such products and/or services provided to them by those members.
- 2.2 The Calculator can be used to evaluate the various potential options for CO₂ emission reductions with regards to the products and services supplied. All users will be required to retain a copy of each footprint calculation for future reference and to provide information to ASLEC or to the Carbon Trust in accordance with these Terms of Use.
- 2.3 You are not permitted to use the Calculator for any other purpose. You must not (without the prior written permission of the Carbon Trust or in accordance with the Copyright, Designs and Patents Act 1988) copy, reproduce, republish, sub-license, store in any medium (including in any other website) make available to the public, or otherwise use the Calculator in any way except as permitted herein and for the purposes stated above.

3. Provision of Information

- 3.1 Before you download the Calculator you will need to register your user details which will include contact details of a representative. The Carbon Trust will only use registration details to monitor the identity of users, and to contact users in order to obtain certain information relating to the use of the Calculator (as identified below). Information provided will be used

by the Carbon Trust in accordance with these Terms of Use and for no other purpose unless agreed with you in advance.

- 3.2 Upon request, you agree to provide ASLEC with information, which you will submit online, regarding carbon savings resulting from your use of the Calculator. Your organisation's representative (the personal contact details of whom you will supply upon registration) will be the primary contact for this purpose, unless you notify ASLEC or the Carbon Trust otherwise.
- 3.3 In particular, information must include (although the requirement is not limited to):
 - Evidence of carbon saving measures you have implemented (including the cost of implementing those measures and the "main drivers" for implementation)
 - Confirmation of your carbon savings
 - Confirmation of your cost savings
- 3.4 The Carbon Trust may use the information you provide pursuant to clause 3.3 in order to report carbon saving results. Any information reported by the Carbon Trust for this purpose will be aggregated and will not identify individual Users in any way.
- 3.5 The Carbon Trust reserves the right to contact you directly to obtain the information referred to above for verification purposes.

4. Disclaimer

- 4.1 The Calculator is provided for use by the users (identified in clause 2.1) on an "as is" and on an "as available" basis, and the Carbon Trust makes no representations or warranties of any kind, express or implied (to the extent permitted by law), regarding the Calculator's availability, functionality or accuracy nor do we warrant that it uses accurate or up-to-date information or data.
- 4.2 There are inherent dangers in the use of any software available for downloading on the Internet, and you are advised to make sure that you understand the potential risks before downloading the Calculator. You are solely responsible for the supply, adequate protection and back-up of the data and equipment used in connection with the Calculator, and the Carbon Trust will not be liable for any damages that you may suffer in connection with downloading or using it.
- 4.3 Although the Carbon Trust has made reasonable efforts to virus check the Calculator, we cannot accept responsibility for any loss or damage which may occur from the download and use of the Calculator. We recommend that you check the Calculator with your own virus check software.
- 4.4 WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM YOUR DOWNLOAD AND USE OF THE CALCULATOR. THIS INCLUDES (BUT IS NOT LIMITED TO) IMPLIED WARRANTIES OF SUITABILITY, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY AND SECURITY.
- 4.5 If you are dissatisfied with any aspect of the Calculator, your sole and exclusive remedy is to discontinue using it.

- 4.6 This Calculator is provided to you by the Carbon Trust through a website over which the Carbon Trust has no control. It is not responsible for, nor does it have any control over, the website's contents. Any comments, issues or queries you may have in relation to the website should be sent directly to the Association of Signals, Lighting and other Highway Electrical Contractors (ASLEC) / Institution of Lighting Engineers (ILE).
- 4.7 Nothing in these Terms of Use shall exclude or in any way limit the Carbon Trust's liability for fraud or for death or personal injury caused by its negligence or any other liability to the extent that it may not be excluded or limited as a matter of law.

5. Termination of Use

- 5.1 The Carbon Trust reserves the right to terminate your right to use the Calculator at any time where there are reasonable grounds to do so, and will notify you of this.
- 5.2 Upon notice of termination, you must immediately cease your use of the Calculator and take reasonable steps to delete any part of the Calculator copied to any hard disk or other permanent storage device.

6. General Provisions

- 6.1 If at any time any part of these Terms of Use are determined to be invalid, illegal or unenforceable in any respect pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations above, then that invalid, illegal or unenforceable part shall be severed from the remainder of these Terms of Use and the validity, legality and enforceability of the remainder of the Terms of Use shall not be affected or impaired in any way. Further, the invalid, illegal or unenforceable part will be deemed superseded by a valid, legal or enforceable part that most closely satisfies the intention of the original part. The validity, legality and enforceability of the remainder of these Terms of Use shall not be affected or impaired in any way.
- 6.2 If the Carbon Trust decides to waive any breach by you of these Terms of Use, this shall not be interpreted as a waiver of any other breach or any future breaches.
- 6.3 These Terms of Use are not enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a party to them.
- 6.4 These Terms of Use and your use of the Calculator shall be governed by and construed in accordance with the laws of England and Wales, without regard to its choice of law provisions. The courts of general jurisdiction located within England and Wales will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms of Use and your use of the Calculator.

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