

TERMS AND CONDITIONS

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Terms

1. Interpretation

1.1 The definitions and rules of interpretation apply in these terms.

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

Green Scheme Portal: the Thames Green Scheme Website and Materials

Green Scheme Website: <https://greenscheme.pla.co.uk>

Incentive: means services or any benefit, discount or promotion offered by the Incentive Provider under the Scheme

Incentive Provider: means a sole trader, partnership, private limited company, public limited company, public body or other legal entity who provides an Incentive under the Scheme

Materials: any content (including text, data, information, graphics or photographs) that the PLA may make available through the Thames Green Scheme Website

Operator: means an inland operator participating in the Scheme who wishes to receive Incentives

Scheme: the Thames Green Scheme

Tier Score: means the overall score of an Operator correlating to their environmental performance

2. Use of the Green Scheme Website

2.1 The PLA authorises you to use the Green Scheme Portal for the benefit of the organisation you represent only. Use of the Green Scheme Portal for any other purpose is strictly prohibited and you shall not modify, publicly display or distribute any Materials.

2.2 You shall not use the Green Scheme Portal (including but not limited to any materials or services you may obtain through your use of the Green Scheme Portal):

- (a) in a manner that is in breach of any statutory provisions or subordinate legislation or any lawful requirements of any government department, local or public authority
- (b) Interfere or disrupt the Green Scheme Portal or attempt to gain unauthorised access to any portion of the Green Scheme Portal or any other accounts, systems or networks connected to the Green Scheme Portal.

2.3 Any product, service name, slogan or logo contained on the Green Scheme Website are the property of the PLA and must not be copied imitated or used without the prior permission of the PLA.

3. The Scheme

3.1 The PLA may at its discretion alter the calculation of the Tier Score from time to time.

3.2 Incentive Providers may at their sole discretion, grant Incentives, based on the Tier Score and related information provided via the Green Scheme Portal.

3.3 Incentives shall be available to all Operators.

3.4 The registration on to the Scheme may contain personal data which will be used in accordance with the Data Protection Act 2018 and the PLA's Data Protection Policy

3.5 The PLA may grant the Incentive Provider or Operator a non exclusive licence to use a Scheme logo, mark or certification for the duration of their participation in the Scheme. The Incentive Provider shall not use the Scheme logo, mark or certification with any trading name other than registered with the Scheme.

3.6 Incentive Providers and Operators agree that they have no right to bind the PLA in contract or otherwise in relation to any other third party, and shall not represent that they have such right.

4. Information

4.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures for the Scheme website, you must treat such information as confidential. You must not disclose it to any third party.

4.2 The PLA have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

4.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at Environment@pla.co.uk.

4.4 The content on the Scheme website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Scheme website.

- 4.5 The PLA shall not be liable for any loss or damage suffered by you in exercising their right under clause 4.2
- 4.6 If you upload or post content or provide us with such content to do the same to the Green Scheme Website, you grant us the right to use that content and to distribute it to third parties in accordance with the purpose of the Scheme.

5. Warranties

- 5.1 The risk of the quality and performance of the Green Scheme Website is with the user. The PLA makes no warranty the Green Scheme Portal is fit for any particular use or purpose. The PLA makes no warranty the Green Scheme Portal will meet a user's requirements or that the Green Scheme Portal will be uninterrupted, secure or that defects in the Green Scheme Portal will be remedied.
- 5.2 the Tier Score is provided for information only and the PLA makes no representations, warranties or guarantees the Tier Score is accurate, complete or up to date.
- 5.3 Although the PLA shall make reasonable efforts to update the information on the Scheme website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- 5.4 No advice or information obtained by an Incentive Provider through the Green Scheme Portal or from the PLA shall create any warranty

6. Provision of Data

- 6.1 Operators shall provide accurate and complete information for the calculation of the Tier Score or update such information to keep it true, accurate and current and complete. Should any Operator cease to own any vessel that is related to any Tier Score, the Operator shall immediately inform the PLA.
- 6.2 Operators shall comply with any reasonable request by the PLA for verification purposes in respect of the provision of any information under clause 6.1.
- 6.3 **Confidential Information** means all information (however recorded or preserved) disclosed by the PLA or its employees, officers, representatives or advisers to an Incentive Provider in connection with the Tier Score, including information which:
- (a) would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, plans intentions, or market opportunities of the PLA or the Operators; and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Operators

- 6.4 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the Incentive Provider in breach of this clause); or
 - (b) was available to the Incentive Provider on a non-confidential basis before disclosure by the PLA; or
 - (c) was, is or becomes available to the Incentive Provider on a non-confidential basis from a person who, to the Incentive Providers knowledge, is not bound by a confidentiality agreement with the PLA or otherwise prohibited from disclosing the information to the Incentive Provider; or
 - (d) as agreed in writing is not confidential or may be disclosed.

- 6.5 The Incentive Provider shall keep the Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of offering the Incentive to an Operator in relation to the Scheme (**Permitted Purpose**); or

- 6.6 An Incentive Provider may disclose Confidential Information to its employees or advisors (**Representatives**) who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

- 6.7 you may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the PLA as much notice of such disclosure as possible.

- 6.8 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.

- 6.9 On termination of the Scheme or the Incentive Providers participation in the Scheme, the Incentive Providers shall:

- (a) return to the PLA all documents and materials (and any copies) containing, reflecting, incorporating or based on Confidential Information;
- (b) erase all Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and

6.10 The provisions of this clause shall continue to apply after termination of the Incentive Providers participation in the Scheme.

7. Announcements

7.1 The Incentive Provider shall not make, or permit any person to make, any public announcement, communication or circular (**announcement**) concerning the Scheme without the prior written consent of the PLA. The parties shall consult together on the timing, contents and manner of release of any announcement.

8. Data protection

You shall, at your own expense, when handling personal data in the course of the Scheme, ensure that you comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((*EU*) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (*SI* 2003/2426)

9. Limitation and exclusion of liability

9.1 Nothing in this agreement shall limit or exclude a PLA's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for any other act, omission, or liability which may not be limited or excluded by law;

9.2 Subject to clause 9.1, the PLA shall not have any liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Scheme or the use of the Green Scheme Portal

10. Termination of the Scheme

10.1 The PLA may, at any time, remove any participant from the Scheme should the they:

- (a) fail to comply with any of these terms
- (b) be the subject of multiple complaints by Operators
- (c) make any wilful misrepresentation in connection with the Incentive or participation in the Scheme
- (d) perform any act or behaved in a manner, which in the PLA's opinion, is contrary or prejudicial to the PLA's objectives or reputation.
- (e) make use of any Scheme logo mark or certification in a manner which in the PLA's opinion, is likely to bring the PLA or the Scheme into disrepute.

10.2 should the Incentive Providers participation in the Scheme terminate for any reason, the Incentive Provider shall cease use and display of all logos, marks or certifications relating to the Scheme and the licence to use such logos, marks or certifications shall cease with immediate effect.

10.3 The PLA may in their absolute discretion, suspend access to the Green Scheme Portal in case of planned or unplanned maintenance or in case of any other emergency.

11. Changes

11.1 The PLA may, in its absolute discretion, amend these terms and conditions from time to time, and will provide notice of any such changes on the Green Scheme website. Your continued use of the Green Scheme Portal will constitute your agreement to be bound by such amendments to these terms and conditions.

12. Governing law

These terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. Jurisdiction

Each party irrevocably agrees the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims).