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Regulations Governing the Use  
of Certification Mark Number  
2327739



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## CONTENTS

<b>Regulation</b>	<b>Heading</b>	<b>Page</b>
1	INTRODUCTION .....	1
2	DEFINITIONS AND INTERPRETATION .....	1
3	PROPRIETORSHIP OF THE ETL SYMBOL .....	3
4	USE OF THE ETL SYMBOL .....	3
5	APPLICATIONS .....	5
6	THE CARBON TRUST'S RIGHTS .....	7
7	TERMINATION OF LICENCES .....	8
8	AUTHORISED USER & SUPPLY CHAIN PARTNER OBLIGATIONS .....	10
9	GRANTING LICENCE TO SUPPLY CHAIN PARTNERS	11
10	INDEMNITIES, INSURANCE AND LIABILITY .....	13
11	REGISTERS .....	14
12	DISPUTE RESOLUTION .....	14
13	NOTIFICATIONS .....	15
14	GENERAL.....	16
	Schedule 1 - ETL Symbol.....	18
	Schedule 2 - Standard .....	19
	Schedule 3 – Product .....	20
	Schedule 4 - Guidelines.....	24
	Schedule 5 – Licence Template.....	27
	Schedule 6 – Letter of Agreement for Supply Chain Partner	33

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## 1 INTRODUCTION

- 1.1 The ETL Symbol is a Certification Mark registered under the Trade Marks Act 1994 which is owned by The Carbon Trust, a company limited by guarantee, whose principal office is situated at 9<sup>th</sup> Floor, 3 Clements Inn, London, WC2A 2AZ ("**The Carbon Trust**").
- 1.2 When the ETL Symbol is used on or in relation to a Product it indicates that The Carbon Trust independently endorses that the Product in question complies with the Inland Revenue regulations relating to and can qualify for Enhanced Capital Allowances.
- 1.3 The ETL Symbol can only be used by Authorised Users who have entered into a Licence with The Carbon Trust. Where a Supply Chain Partner agrees to be bound by the terms of this Agreement pursuant to Schedule 6, the Carbon Trust will allow that Supply Chain Partner to use the ETL Symbol. All Authorised Users and Supply Chain Partners must use the ETL Symbol in accordance with their Licence and these Regulations.
- 1.4 These Regulations and any Licence entered into pursuant to these Regulations form a legally binding agreement between The Carbon Trust and each Applicant and/or each Authorised User and any Supply Chain Partner.
- 1.5 All Applications for a Licence to use the ETL Symbol should be made to –

ECA Department  
The Carbon Trust  
9<sup>th</sup> Floor  
3 Clements Inn  
London  
WC2A 2AZ

## 2 DEFINITIONS AND INTERPRETATION

- 2.1 For the purposes of these Regulations:
- (a) "**Applicant**" means an individual or body applying for a Licence;

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- (b) "**Application**" means the application for a Licence;
- (c) "**Assessment**" means the assessment by The Carbon Trust based upon documentation and information submitted by the Applicant of a Product's ability to conform with the Standard;
- (d) "**Authorised User**" means an Applicant who is accepted for and enters into a Licence with The Carbon Trust under these Regulations;
- (e) "**ETL Symbol**" means the UK Certification Mark Number 2327739 and set out in Schedule 1;
- (f) "**Evaluation**" means a programme of activity of The Carbon Trust's choice, which may include examination, evaluation and testing of a Product, to determine conformity of the Product with the entirety of the Standard, to be carried out by the Applicant and/or an independent third party designated by The Carbon Trust (as required by The Carbon Trust), the results of which are presented to The Carbon Trust in a report;
- (g) "**Guidelines**" means the guidelines in Schedule 4 which set out instructions and information explaining how the ETL Symbol may be used (as amended by The Carbon Trust from time to time);
- (h) "**Licence**" means the document in the form set out in Schedule 5 as amended from time to time by The Carbon Trust authorising a named individual or body to use the ETL Symbol;
- (i) "**Product**" means the goods or services to which either an Application and/or a Licence (as appropriate) relates and which is included in the list set out in Schedule 3, as amended from time to time;
- (j) "**Registrar**" means the United Kingdom Registrar of Trade Marks;
- (k) "**Specification**" means the design and any other criteria used for the manufacture or delivery of the Product;

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(l) **"Standard"** means the Inland Revenue specification for Enhanced Capital Allowances, set out in Schedule 2, and any statutory modification or consolidation of it or any re-enactment that supersedes it from time to time, and to any subordinate legislation made under it (or under such a modification, consolidation or re-enactment).

(m) **"Supply Chain Partner"** means a third party designated by the Authorised User and approved by the Company in accordance with Regulation 9 to use the ETL Symbol in relation to an Authorised User's product or service.

2.2 Words in these Regulations importing the masculine or singular meaning shall, where the context so admits, include the feminine or plural meaning respectively.

### **3 PROPRIETORSHIP OF THE ETL SYMBOL**

3.1 The Carbon Trust is the owner of the ETL Symbol and all rights and benefits existing and created in the ETL Symbol shall be the sole and exclusive property of The Carbon Trust.

### **4 USE OF THE ETL SYMBOL**

4.1 Each and every Authorised User and Supply Chain Partner that enters into a Licence with The Carbon Trust shall be able to use the ETL Symbol provided always that all such use shall be strictly in accordance with the Licence and these Regulations.

4.2 Each and every Authorised User and Supply Chain Partner agrees that it shall, at all times:

- (a) use the ETL Symbol in accordance with the Guidelines;
- (b) recognise that the ETL Symbol is the property of The Carbon Trust and not do anything which may be taken to indicate that it has any right, title or interest in or to the ownership of the ETL Symbol;
- (c) only use the ETL Symbol in respect of those Products listed in the Licence.

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- 4.3 The Carbon Trust and each and every Authorised User and Supply Chain Partner agrees that it shall not use the ETL Symbol in any printed advertisements or printed publicity matter directed primarily to the market in the United Kingdom or in retail point of sale display cards distributed for use within the United Kingdom without indicating that it is a certification mark.
- 4.4 No Authorised User shall make use of the ETL Symbol, or make any statement with reference to the ETL Symbol, that in the opinion of The Carbon Trust is misleading or could bring The Carbon Trust into disrepute.
- 4.5 Each and every Authorised User and Supply Chain Partner shall on request give to The Carbon Trust any information about the use of the ETL Symbol that The Carbon Trust may require and will render all assistance reasonably required by The Carbon Trust in applying for and maintaining the registration of the ETL Symbol.
- 4.6 If any Authorised User and/or Supply Chain Partner become aware of any third party activity which amounts or may amount to an infringement of The Carbon Trust's registered or unregistered rights in relation to the ETL Symbol it shall notify The Carbon Trust of such activity immediately in writing.
- 4.7 Each and every Authorised User and Supply Chain Partner acknowledge that The Carbon Trust shall have the conduct of all proceedings relating to the ETL Symbol, and the Authorised User and/or Supply Chain Partner will at the request of The Carbon Trust provide full co-operation and assistance to The Carbon Trust in any action, claim or proceedings brought or threatened by any third party in respect of the ETL Symbol.
- 4.8 No Authorised User and/or Supply Chain Partner shall dispose of, sub-licence, assign, transfer or otherwise deal with a Licence or any part of it except in accordance with this agreement.
- 4.9 Each and every Licence is valid from the date it is first issued and shall continue in force with full effect until either:
- (a) it is revoked or terminated by The Carbon Trust in accordance with these Regulations or the terms of the Licence; or

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- (b) Government changes the Standard and the Product(s) no longer comply with the Standard.

4.10 If a Licence is terminated pursuant to Regulation 4.9, the former Authorised User shall:

- (a) cease use of the ETL Symbol on the Product and anything related to the Product immediately;
- (b) immediately remove or obliterate the ETL Symbol from the Product and anything related to the Product;
- (c) immediately withdraw the Product and anything relating to the Product which still bears the ETL Symbol from the market by whatever means, including without limitation by purchasing or re-purchasing it if necessary; and
- (d) immediately advise its staff and customers that it is no longer an Authorised User.
- (e) immediately in writing advise all Supply Chain Partners of the Product in relation to which the termination of the Licence has been effected that they are no longer Authorised Users and as a result the licence granted to the Supply Chain Partner is also terminated as set out in Regulation 7.3 . The former Authorised User shall also make reasonable endeavours to ensure that the Supply Chain Partner complies with the Regulation 4.11 below.

4.11 If a licence is terminated pursuant to Regulation 7 or 9.4 or in accordance with any other term in this agreement, the Supply Chain Partner Shall:

- (a) cease use of the ETL Symbol in relation to the Product immediately;
- (b) immediately remove or obliterate the ETL Symbol from anything related to the Product; and
- (c) immediately advise its staff and customers that it is no longer a Supply Chain Partner

## **5 APPLICATIONS**

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- 5.1 Use of the ETL Symbol will be permitted to anyone who complies with these Regulations and produces goods or supplies services which comply with the Standard.
- 5.2 Any party wishing to become an Authorised User shall submit an Application to The Carbon Trust. By submitting an Application the Applicant agrees and undertakes to comply with these Regulations at all times.
- 5.3 No application fee shall be payable to The Carbon Trust.
- 5.4 The Carbon Trust may at its sole discretion request that the Applicant provide to The Carbon Trust all or any of the following as part of the Application:
- (a) samples of the Product;
  - (b) an Evaluation report; The report shall be accompanied by a declaration from the Applicant that the samples of the Product tested accurately represent normal production and are representative of the Specification;
  - (c) a declaration that all the Products comply with the Standard.
- 5.5 An Applicant shall satisfy The Carbon Trust, through any of the provisions of Regulations 5.4(a) and 5.4(b) that the Product conforms to the entirety of the Standard or the applicable part or parts thereof.
- 5.6 An Applicant shall satisfy The Carbon Trust during the Evaluation that there is a quality system which enables the Applicant to produce the Product consistently in compliance with the Standard.
- 5.7 An Applicant shall carry out any actions specified in undertakings given pursuant to Regulation 6.7 as soon as possible and in any event within the period specified by The Carbon Trust. An Applicant shall inform The Carbon Trust of the effectiveness of the actions taken as The Carbon Trust may request.
- 5.8 An Applicant shall advise The Carbon Trust in writing of any change in or additions to:
- (a) its name, address or ownership;
  - (b) the manufacture, process or specification of the Product(s)

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- (c) any information that the Applicant is under a duty to supply to The Carbon Trust under these Regulations; and
  - (d) any other relevant information and/or documentation that The Carbon Trust reasonably may require.

5.9 If an Applicant does not comply with Regulation 5.8 within three months of The Carbon Trust receiving the signed Application, or the date of the relevant change in the details listed in Regulation 5.8 above (whichever is later), The Carbon Trust shall have the right to terminate the application on one month's notice.

## **6 THE CARBON TRUST'S RIGHTS**

6.1 The Carbon Trust shall upon request advise the Applicant in summary form of the application and licensing processes which The Carbon Trust shall use to verify that the Applicant and the Products have met the Standard and the requirements of these Regulations.

6.2 The Carbon Trust shall require all Applicants, Authorised Users to ensure the Product meets and continues to meet the Standard.

6.3 The Carbon Trust may at its sole discretion require Evaluation of the Product to assess conformity of the Product with the Standard.

6.4 If, as a result of the Assessment and any Evaluation, The Carbon Trust is satisfied that the Applicant carries on a regular business in the Product and is capable of consistently producing it in conformity with the Specification and Standard, it shall issue a Licence to the Applicant.

6.5 Whilst a Licence is held, The Carbon Trust may assess the Authorised User's continuing compliance with these Regulations, which may include but is not limited to the following:

- (a) sending representatives to those premises and locations that The Carbon Trust deems necessary. The Carbon Trust shall inform the Authorised User of the frequency of such visits;
- (b) selecting samples of the Product from the Authorised User's stocks and requiring an Evaluation to be carried out on them. The Carbon Trust shall inform the Authorised User of the samples required, the inspections to be

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performed, the method to be used for Evaluation, and the results of such Evaluation shall be submitted in a report to The Carbon Trust. Where Products are installed or assembled The Carbon Trust (and those appointed to carry out an Evaluation) may visit those premises and locations where the Products are installed or assembled and that it deems necessary for carrying out the Assessment and/or Evaluation; and

(c) an Assessment.

6.6 The Carbon Trust shall notify the Authorised User of all complaints received by The Carbon Trust relating to the conformity or non-conformity to the Standard of the Product. The Carbon Trust may choose to investigate these complaints and if the Products manufactured and/or sold by the Authorised Users are found not to meet the Standard The Carbon Trust may revoke the Licence.

6.7 The Carbon Trust may require the Applicant or Authorised User or Supply Chain Partner to give such undertakings as it thinks fit as a condition of issuing or maintaining a Licence.

6.8 The Carbon Trust shall use all reasonable endeavours to keep confidential and not disclose to any third party information concerning the Applicant or Authorised User which is of a confidential nature, unless required to disclose such information under any applicable law, rule, regulation or by order or direction of any court, governmental or regulatory body or government agency.

6.9 Where, in The Carbon Trust's opinion, an Authorised User does not comply with a requirement of these Regulations which is in The Carbon Trust's opinion remediable, The Carbon Trust may require the Authorised User to remedy the non-compliance, and pending compliance may require the use of the ETL Symbol on the Products or anything related to the Product(s) to be temporarily discontinued. Such requirements and the grounds for taking them shall be notified to the Authorised User in writing.

## **7 TERMINATION OF LICENCES**

7.1 The Carbon Trust may revoke, reduce the scope of, refuse to issue or renew, or refuse to extend the scope of a Licence in the event of a Authorised User or Applicant or Supply Chain Partner:

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- (a) failing to comply with the Guidelines; or
  - (b) committing a material breach of these Regulations (including, without limitation, failure to comply with Regulation 5.8 in the manner described in Regulation 5.8) or its Licence; or
  - (c) having a bankruptcy petition issued against it; or
  - (d) being in a financial position such that either the Authorised User or Applicant or Supply Chain Partner, its directors, shareholders or creditors take or are entitled to take steps to institute formal insolvency proceedings with respect to that party of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including without limitation administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy, or that party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - (e) having any cheque or negotiable instrument issued by it dishonoured or any demand for payment served on it under sections 123 or 268 of the Insolvency Act 1986, or any subsequent relevant enactments; or
  - (f) having any conviction for an offence which in the opinion of The Carbon Trust discredits its reputation and good faith as a trader.

7.2 The Carbon Trust may terminate all Licences for use of the ETL Symbol in relation to the Standard, where certification to that Standard has in The Carbon Trust's view become inappropriate or Government has amended or removed the Standard. In such a case, The Carbon Trust shall give up to a maximum of 3 months' notice to Authorised Users and/or Supply Chain Partner of its intention to so terminate such Licences depending on the circumstances of the case. In all cases, Authorised Users and/or Supply Chain Partner shall be provided with the reasons for the termination.

7.3 Where a licence granted to the Authorised User is terminated under this agreement any licence also granted to their Supply Chain Partners shall also cease to exist.

## **8 AUTHORISED USER & SUPPLY CHAIN PARTNER OBLIGATIONS**

8.1 Each Authorised User and Supply Chain Partner agrees and undertakes at all times to comply with these Regulations and the Licence entered into with The Carbon Trust.

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8.2 Each Authorised User shall:

- (a) ensure that the Product(s) on or in relation to which the ETL Symbol is used or associated conforms at all times with the entirety of the Standard; and
- (b) provide such undertakings as may be required by The Carbon Trust under Regulation 6.7

8.3 Each and every Authorised User shall advise The Carbon Trust of any intention to amend or vary the specification of any Product together with details of the nature of such amendment or variation, and shall confirm that Product made to the amended specification will continue to conform to the Standard. If The Carbon Trust at any time gives notice that the variation is not acceptable then the Authorised User shall cease to use the ETL Symbol on or in association with the Product(s) conforming to the amended specification.

8.4 Each and every Authorised User shall give The Carbon Trust access during normal working hours to those premises and locations to be assessed under Regulation 6.5, such access being for the purpose of, but not limited to, examining design methods, materials, processes, finished articles, installation, assembly, servicing, methods of test, records, systems and services. The Carbon Trust shall give the Authorised User reasonable notice of its requirement for access under this Regulation.

8.5 Each and every Authorised User shall carry out any actions specified in undertakings given pursuant to Regulation 6.7 as soon as possible and in any event within the period specified by The Carbon Trust. The Authorised User shall inform The Carbon Trust of the effectiveness of the corrective action taken as The Carbon Trust may request.

8.6 Each Authorised User and Supply Chain Partner shall where applicable advise The Carbon Trust in writing of any change in or additions to:

- (a) its name, address or ownership;
- (b) the manufacture, process or specification of the Product(s);

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- (c) any information that the Authorised User and/or Supply Chain Partner is under a duty to supply to The Carbon Trust under these Regulations, including for the avoidance of doubt information given as part of the application process; and
  - (d) any other relevant information and/or documentation that The Carbon Trust may reasonably require.

8.7 If an Authorised User and/or Supply Chain Partner does not comply with Regulation 8.6 within 3 months of the relevant change in the details listed in Regulation 8.6, The Carbon Trust shall have the right to terminate the Licence on one month's notice.

## **9 GRANTING LICENCE TO SUPPLY CHAIN PARTERS**

9.1 In order for a Supply Chain Partner to be granted a licence to use the ETL Symbol, the Authorised User shall:

- (a) inform the Supply Chain Partner of the ability to use the ETL Symbol in accordance with this agreement;
- (b) explain to the Supply Chain Partner the procedure involved to be granted a licence to use the ETL Symbol.;
- (c) receive a written request from the Supply Chain Partner detailing the product/s for which they would like to make use of the ETL Symbol; and
- (d) be satisfied that the information contained in the request referred to at Regulation 9.1(c) above is satisfactory and complete and subsequently forward that request to the Company.

9.2 Once the conditions in Regulation 9.1 have been met the Authorised User may use a Supply Chain Partner to distribute and sell products with the ETL Symbol, provided that: -

- (a) the Company has received the written request of the Supply Chain Partner detailed in Regulation 9.1 (d) above;
- (b) the Company has no objections to that particular Supply Chain Partner using the ETL Symbol (in accordance with these Regulations);

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- (c) the Supply Chain Partner agrees to be bound by these Regulations in accordance with Schedule 6;
  - (d) the Company sends written confirmation to the Supply Chain Partner acknowledging receipt of the letter agreement contained at Schedule 6;  
and
  - (e) the Supply Chain Partner only uses the ETL Symbol that corresponds with the particular Product(s).

9.3 Where a Supply Chain Partner has met the conditions contained in Regulation 9.2 above the Supply Chain Partner shall be granted limited permission to: -

- a) distribute Authorised User supplied marketing materials which contain the ETL Symbol;
- b) present the ETL Symbol on advertising materials used for conferences, trade shows or other events in relation to and clearly referenced to the Authorised User and its product(s). If in doubt the Supply Chain Partner shall consult with the Company and the Company will give guidance to the Supply Chain Partner. In all circumstances, the Company has the power of veto to prevent the Supply Chain Partner from using the ETL Symbol in the way they wish; and
- c) present the ETL Symbol on documentation supporting the sale of an ETL compliant product(s) that are certified by the ECA Scheme.

9.4 Failure to adhere to Regulation 9.1, 9.2 or 9.3 above may result in the withdrawal of the Supply Chain Partner's Licence to use the ETL Symbol for the Authorised User and Supply Chain Partner.

## **10 INDEMNITIES, INSURANCE AND LIABILITY**

10.1 Each and every Authorised User and Supply Chain Partner hereby indemnifies The Carbon Trust against liabilities to third parties and other costs which The Carbon Trust may incur as a result of the Authorised User's and/or Supply Chain Partner's failure to comply with these Regulations and the Licence provided that such liability is not attributable to any negligent act, error or omission on the part of The Carbon Trust in the discharge of its duties under these Regulations. This condition shall remain binding on the Authorised User after any termination of the Licence.

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- 10.2 Each and every Applicant or Authorised User and/or Supply Chain Partner shall indemnify The Carbon Trust in respect of any damages which may reasonably be agreed to by, or awarded against, The Carbon Trust in respect of the death of or injury to the representatives of The Carbon Trust arising in the course of their conduct of any act under these Regulations, except where the damages are agreed to, or awarded in respect of, any liability attributable or attributed to the negligence of The Carbon Trust, its employees or agents.
- 10.3 Each and every Applicant or Authorised User and/or Supply Chain Partner shall effect and maintain third party liability insurance with a reputable insurer of a type and to a level appropriate to its business operations. Such insurance shall be in the normal form for the risks involved, effected in the name of the Applicant or Authorised User (whichever is applicable) and provide for full indemnity to be paid directly to The Carbon Trust which shall be named as the payee. The Applicant or Authorised User shall punctually pay all premiums payable under the above insurance policy, do everything necessary to maintain the above policy in full force and not do anything which may cause it to be vitiated in whole or in part. The Applicant or Authorised User shall produce copies of the insurance policies and the receipts for premiums paid (or other evidence of payment) to The Carbon Trust. The above insurance policy may not be cancelled or varied without prior written notice to The Carbon Trust.
- 10.4 Except to the extent that such liability may not be excluded at law, The Carbon Trust will not be liable for any direct, indirect or consequential loss or damage howsoever it may arise, including such loss or damage arising out of or in connection with the Applicant's or Authorised User's and/or Supply Chain Partner's businesses, the Application, the Licence or these Regulations. For the avoidance of doubt, the loss or damage excluded by this provision includes any failure to find any benefit on energy bills, economic loss (including loss of income or profit) arising out of revocation, suspension, reduction in the scope of, or refusal to renew or extend the scope of the Licence, or refusal to issue a Licence to the Applicant, or otherwise.
- 10.5 The Carbon Trust shall have no obligations, duties or liabilities pursuant to or in respect of any Licence issued under these Regulations other than those expressly set out in these Regulations and any Licence.

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## **11 REGISTERS**

- 11.1 A register of Authorised Users and Supply Chain Partners will be displayed on the website [www.eca.gov.uk](http://www.eca.gov.uk) and a further register of Authorised Users giving their addresses shall be kept by The Carbon Trust and shall be open to inspection at reasonable times by the public at The Carbon Trust, 9<sup>th</sup> Floor, Clements Inn, London, WC2A 2AZ, United Kingdom.
- 11.2 A register of the Standard used in the ETL Symbol system shall be maintained by The Carbon Trust as part of these Regulations. The Carbon Trust shall inform the Registrar of changes to the register.

## **12 DISPUTE RESOLUTION**

- 12.1 In the event of any dispute arising out of or in connection with these Regulations or any Licence entered into pursuant to these Regulations, The Carbon Trust and the relevant Applicant or Authorised User or Supply Chain Partner (the "Dispute Parties") will in good faith refer that dispute to the decision of the Head of Legal at The Carbon Trust and the representative of the Applicant or Authorised User and/or Supply Chain Partner as nominated on applying for a Licence (or such other persons of equivalent status as the Dispute Parties may respectively have designated for the purpose by notice to the other).
- 12.2 If within [30] days after any referral shall have been made pursuant to Regulation 12.1 above the Dispute Parties shall remain in disagreement, the Dispute Parties will, in good faith, seek to resolve that dispute through a mediation under the auspices of the Centre for Dispute Resolution. The Mediator and the procedure to be followed in the mediation shall be agreed between the Dispute Parties within 15 days of one requesting mediation, failing which the Mediator shall be appointed by the Centre for Dispute Resolution and the procedure established by him. The costs and fees associated with the mediation shall be borne equally by the Dispute Parties.

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- 12.3 In the event that the dispute has not been resolved to the satisfaction of both Dispute Parties within [60] days after the appointment of the Mediator, or either Dispute Party fails or refuses to agree to mediation, then the dispute shall be referred to litigation and the Dispute Parties will be free to pursue their remedies without further reference to this clause.
- 12.4 Nothing in this Regulation 12 shall prevent The Carbon Trust, an Applicant or an Authorised User and/or Supply Chain Partner seeking a preliminary injunction or other judicial relief at any time if in its judgement such action is necessary to prevent irreparable damage.
- 12.5 If the Dispute Parties do reach agreement as to resolution of the dispute through an ADR method, such agreement shall be recorded in writing and signed by the Dispute Parties whereupon it shall become binding on the Dispute Parties.

### **13 NOTIFICATIONS**

- 13.1 Any decision, requirement or notification under these Regulations shall be given by notice in writing and signed by or on behalf of the party giving it.
- 13.2 A notice may be served to the Applicant or Authorised User and/or Supply Chain Partner at the address given on the Application, Licence or as otherwise notified, as the case may be, and to The Carbon Trust at the address given in Regulation 4.6.
- 13.3 In the event that the Applicant's or Authorised User's and/or Supply Chain Partner's address referred to in Regulation 13.2 is outside the United Kingdom, then the Applicant or Authorised User and/or Supply Chain Partner shall within the whole duration of the Licence notify to The Carbon Trust an address (and any change therein) within the United Kingdom for service of proceedings or any notice.
- 13.4 Either party may serve a notice on the other:
- (a) by sending it to them by pre-paid first class post at their address for service (see Regulations 13.2 and 13.3); or
  - (b) by delivering it personally at their address for service (see Regulations 13.2 and 13.3); or

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- (c) by sending it to them by facsimile transmission at their address for service (see Regulations 13.2 and 13.3) if any.

13.5 Any notice sent by post shall (unless the contrary is proved) be deemed to have been served forty eight hours from the end of the day of posting, and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted as a pre-paid first class letter.

13.6 Any notice sent by facsimile transmission shall (unless the contrary is proved) be deemed to have been served on the expiration of twelve hours after receipt of the same has been automatically acknowledged to the sender, and in proving such notice it shall be sufficient to prove that the facsimile transmission was properly addressed and acknowledged.

## **14 GENERAL**

14.1 The rights of either party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party and no waiver by any party in respect of any breach shall be irreversible.

14.2 If any provision of these Regulations is held to be invalid or unenforceable in whole or in part, the unaffected parts of these Regulations shall remain valid.

14.3 Neither party shall be in breach of these Regulations if there is any total or partial failure or performance by it of its duties and obligations under these Regulations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other cause beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more of such causes such party shall give written notice to the other of such inability stating the cause in question and the date on which such cause commenced, and the time for the performance of such duties and obligations shall be extended accordingly.

14.4 These Regulations (including the Schedules) may be amended only by The Carbon Trust with the consent of the Registrar. No such amendments shall affect the right of any Authorised User and/or Supply Chain Partner to use the ETL Symbol until The Carbon Trust has served it with notice in writing of such amendments. The

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Carbon Trust will notify the Authorised User of the date by which it must comply with the amended Regulations.

14.5 The Authorised User and all Supply Chain Partners understand that conformity with a Standard, and use of the ETL Symbol does not confer immunity from legal obligations.

14.6 The Carbon Trust and the Applicant or Authorised User and any Supply Chain Partner shall submit to the exclusive jurisdiction of the English Courts.

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**Schedule 1 - ETL Symbol**



Authorised User No. xxxxx



Authorised User No. xxxxx

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## **Schedule 2 - Standard**

Only manufacturers and suppliers who appear on the Energy Technology List and Supply Chain Partners may use the symbol on their company sales development material. The symbol can only be used in association with products on the list. In the case of lighting and pipe insulation, the symbol can only be used with products which meet the criteria outlined on the website. Please be aware that if your customers claim an ECA for AM&T and CHP products, they will also need to obtain the appropriate certificates as indicated on the website. Please note that, where the symbol refers to a qualifying component that is a larger non Energy Technology List qualifying product, you must specify that the symbol refers only to the component and not to the entire product.

Please refer to the following:

- **Criteria and applications** - The criteria and applications section details different procedures and requirements for making a product application under particular technologies. It also details the process which is undertaken when removing products from the list and when updating existing criteria. Additionally it offers guidance on applying for a new technology to be added to the Energy Technology Criteria List.

<http://www.eca.gov.uk/etl/page.asp?section=000100020002&pageCode=000100020002&showHeader=1&showMenu=1>

- **Eligibility Criteria** - This section allows a browser to search for technologies listed on the Energy Technology List by accessing a drop down menu. Once selected, the criteria for that specific technology or sub-technology will be downloaded and can be reviewed.

[http://www.eca.gov.uk/etl/criteria\\_claims.asp?contentType=criteria](http://www.eca.gov.uk/etl/criteria_claims.asp?contentType=criteria)

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### **Schedule 3 - Products**

#### **Class 6**

Screens for thermal and/or energy retention; heat insulated metal pipes and piping elements; metallic building materials, including doors and windows; metallic building materials having insulating properties; parts and fittings for all the aforesaid goods.

#### **Class 7**

Compressed air motors; diesel motors for machines; direct current motors; drive motors, other than for land vehicles; electric drive motors, other than for land vehicles; electric motors, other than for land vehicles; electrical motors, other than for land vehicles; fan motors, other than for land vehicles; fractional horsepower electric motors; gear motors, other than for land vehicles; geared electric motors, other than for land vehicles; hydraulic engines and motors; internal combustion motors, other than for land vehicles; linear motors, other than for land motors; machine motors; spring motors; starter motors; vibration motors; compressed air apparatus and equipment; compressed air control mechanisms; fuel/air ratio controls; compressed air engines; compressed air machines; compressed air motors; compressed air pumps; compressed air tools; condensers (including, but not limited to, steam); boilers; electric boilers; gas boilers; gas fired boilers; heat pumps (parts of machines); pumps for heating installations; controls and control systems for regulating and/or monitoring energy input and output of machines; automatic control devices and systems for regulating and/or monitoring energy input and output of machines; electric control devices, apparatus and systems for regulating and/or monitoring energy input and output of machines; non-electric control devices, apparatus and systems for regulating and/or monitoring energy input and output of machines; pneumatic control devices, apparatus and systems for regulating and/or monitoring energy input and output of machines; thermostatic valves; fuel gas economisers; fuel economisers; lifts and lift controllers; steam traps; steam/oil separators; filters for use with apparatus for steam generating; parts and fittings for all the aforesaid goods.

#### **Class 9**

Electrically controlled variable speed drives for electric motors; security systems; CCTV systems; energy management and control systems, units and apparatus (including

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electrical and non-electrical) for use in conserving energy including systems, units and apparatus for heaters, heating installations and fuel burners, including time-clocks, thermostats; software and computer hardware; apparatus for controlling the temperature of steam; apparatus for checking boiler efficiency; auto-transformers; heating programmers; heat detecting instruments; heating meters.

## **Class 11**

Refrigeration installations; refrigeration units; apparatus and equipment for refrigeration; adiabatic coolers; ground water cooling systems; air heaters and air heating installations and apparatus; lighting apparatus (including internal and external); lighting controls; lamps; heating installations; heating apparatus; heating apparatus for solid, liquid or gaseous fuels; water heaters and heating apparatus; heat exchangers and heat exchanging apparatus (including, but not limited to, exchangers and apparatus fabricated from polymer materials); apparatus for producing, supplying, storing, distributing and heating water; installations combining boilers and steam generators for producing heat; installations combining boilers and steam generators for producing hot water; installations, devices and apparatus for generating, producing, developing, accumulating and condensing steam (including electrical and non-electrical); steam heating apparatus; steam boilers, including for steam generating (other than part of a machine); space heating apparatus; radiant space heaters; gas burners, oil burners, other fuel burners and their regulating apparatus; cooking apparatus; drying apparatus; steam driers; ventilating apparatus; filters and filtering apparatus; heat pumps; burners; solar heating installations, appliances and apparatus; solar powered ventilation systems; solar thermal systems; solar shading devices; apparatus, devices and installations for creating, recovering, recapturing or conserving energy using renewable energy sources; apparatus, devices and installations for creating, recovering, recapturing or conserving energy using photovoltaic sources; apparatus, devices and installations for creating, recovering, recapturing or conserving energy using wind sources; apparatus for enhancing the rate hot water may be drawn from a boiler; apparatus, devices and instruments for the recovery and recapture of heat and steam; energy management and control systems, units and apparatus (including electrical and non-electrical) for use in conserving energy (including for heaters, heating installations and fuel burners) including time-clocks, thermostatic valves and thermostats; combustion installations, including for biomass fuels, fossil fuels and waste fuels; boilers for heating installations; boilers for hot water supply installations; domestic boilers; oil fired boilers; steam boilers; water boilers; combined heat and power boilers; accumulation boilers; fluidised bed combustion

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boilers; laundry room boilers; gas fuelled heating installations; burner control apparatus; feeding apparatus for boilers; flues for heating boilers; gas fire radiants; parts and fittings for all the aforesaid goods and services.

**Class 17**

Insulating apparatus and insulation materials for insulation against heat; insulating apparatus and insulation materials for insulation to prevent heat loss; insulating apparatus and materials for insulation against light; insulating apparatus and insulation materials for insulation against sound; insulating apparatus and insulation materials for electrical insulation; pipework insulation; temporary insulation; retrofit insulation; parts and fittings for all the aforesaid goods.

**Class 19**

Non-metallic building materials, including but not limited to doors and windows; non-metallic building materials having insulating properties; parts and fittings for all the aforesaid goods.

**Class 20**

Blinds for windows; blinds for doors.

**Class 24**

Curtains.

**Class 37**

Air conditioning apparatus installation, maintenance and repair; boiler cleaning, installation, renovation, maintenance and repair; building insulating; burner installation maintenance and repair; electrical appliance installation, maintenance and repair; freezing equipment installation, maintenance and repair; refrigerating equipment installation, maintenance and repair; furnace installation, maintenance and repair; heating equipment installation, maintenance and repair; office machines and equipment installation, maintenance and repair; engine installation, maintenance and repair; steam production and condensation apparatus (including pipe systems) installation,

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maintenance and repair; plumbing; pump installation, maintenance and repair; installation, maintenance and repair of energy management systems and energy control systems for buildings; consultancy and advisory services relating to the construction, installation, maintenance, repair and renovation of installations for steam production and condensation, cooling, heating, lighting, hot water, cooking, drying, ventilating, filtering, renewable energy technology, insulation, energy recovery and recapture technology, energy management systems and energy control systems.

**Class 42**

Scientific and technological services including information technology services, research, analysis and design, relating to renewable energy technologies, photovoltaic technologies, wind technologies, heat recovery and recapture technologies, energy recovery and recapture technologies, building control systems, building energy management systems; consultancy and advisory services relating to the design of installations for steam production and condensation, cooling, heating, lighting, hot water, cooking, drying, ventilating, filtering, renewable energy technology, insulation, energy recovery and recapture technology, energy management systems and energy control systems.

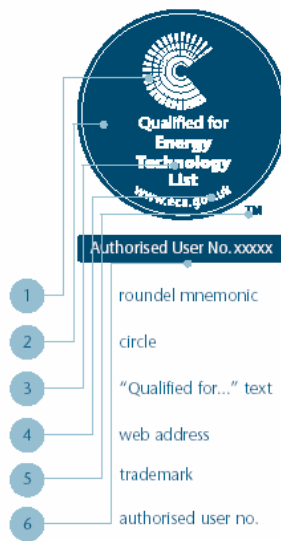
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## **Schedule 4 - Guidelines**

These Guidelines detail the regulations for the use of the ETL logo on qualifying products. They outline the required size, colour and positioning of the logo which manufacturers must abide with when including it in their promotional material. The notes also emphasise the “don’ts” which must be considered.

### **1 The ETL Symbol**

The ETL Symbol for the Energy Technology List consists of six elements.



The master versions of the ETL Symbol can be supplied on this CD for use by Authorised Users. The versions are both Mac and PC compatible. The two versions are shown in Schedule 1. These are the final and definitive versions of the ETL Symbol and should not be amended in any way.

It must be made clear whenever the ETL symbol is used that it is a UK registered certification mark of the Carbon Trust and the phrase "The ETL symbol is a UK registered certification mark of the Carbon Trust" must be used for that purpose.

### **2 Colours**

2.1 When the symbol is used on four colour printed applications or for any multimedia applications, then the breakdown of the Pantone number should be used.

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### Colour



Pantone 5405  
C72 M15 Y0 K56  
R63 G96 B117  
HTML 3F6075



For word applications such as tenders, invoices, headed paper and fax sheets, the black version should be used.

### Black



100% Black



## 3 Minimum Size

The minimum size rule must be followed for all applications. It should never be used smaller than 24mm in width.

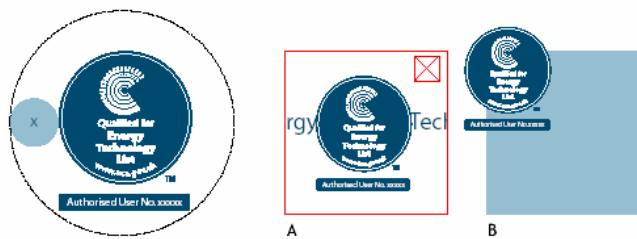


## 4 Exclusion Zone

The exclusion zone specified here must be followed on all print, multimedia and word applications.

The measure of “x” around the symbol is specified for the exclusion zone. No text can be within this area. An exception to this rule is the placement of the TM symbol and the phrase “Authorised User Number XXXX”. Example A shows the incorrect usage of the exclusion zone.

When the symbol is used to endorse a product, it can be placed over an image, avoiding the exclusion zone, as shown in example B.



## 5 Consistency

To maintain consistency, the symbol should always be used in the same way on all applications. The examples below show the “Don’ts” when using the symbol.



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## **Schedule 5 - The Licence Template**

Date

Dear [Applicant]

### **Licence to use the ETL Symbol**

Authorised User No. [XXXXX]

Following our conversation and/or correspondence on this matter, we are pleased to inform you that we are willing to grant you a licence on the following terms.

The terms of our agreement are as follows:

- 1) In consideration of you agreeing to paying us on request the sum of £1, you are hereby entitled to use the ETL Symbol with Authorised User Number [XXXXX] from [DATE] until [DATE] in relation to
  - a) The Products listed in the schedule of this Licence Agreement where you are the Manufacturer of the Product(s), and/or
  - b) Lighting Products in the sub-technology area/s listed in the schedule of this Licence Agreement, where you are the Manufacturer of the Product/s and which meet the self certification criteria as published from time to time by the Carbon Trust  
[http://www.eca.gov.uk/etl/criteria\\_claims.asp?contentType=criteria](http://www.eca.gov.uk/etl/criteria_claims.asp?contentType=criteria)), and/or
  - c) Pipework Insulation Installation/s and Product/s, where you are the Manufacturer or Installer and which meet the self certification criteria as published from time to time by the Carbon Trust  
[http://www.eca.gov.uk/etl/criteria\\_claims.asp?contentType=criteria](http://www.eca.gov.uk/etl/criteria_claims.asp?contentType=criteria)),

subject to termination of this right by us in accordance with the Regulations.

You must apply to the Carbon Trust through the usual application procedure if you wish to add any further product/s and/or sub-technology area/s to your listing on the ETL.

- 2) You agree to comply with the Regulations

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(<http://www.eca.gov.uk/etl/Termsandconditions.htm> ), which govern the use of the ETL symbol.

- 3) The Authorised User Number is a number unique to each company listed on the Energy Technology List and has been introduced to prevent unauthorised use of the ETL symbol. You agree to take responsibility for the correct use by your Distributors of the ETL symbol in line with the Regulations. Your Distributor/s must use the ETL symbol with the same Authorised User Number as the manufacturer of the products.
- 4) You confirm that if you supply or have supplied to the Carbon Trust any names or contact details of individuals (including without limitation business email addresses that identify or could identify individuals) for the purpose of publication on the ETL Website, that you have obtained the specific consent of those individuals to use the names or contact details for the purpose of publication on the ETL Website.
- 5) It is agreed that the terms of this Licence and the Regulations will be governed by English law and that the Courts of England will have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Licence or the Regulations (including, without limitation, claims for set-off or counterclaim) or the legal relationships established by this Licence and/or the Regulations.

Once you have satisfied yourself that the above is a fair, true and comprehensive summary of the terms of our agreement, I should be grateful if you would sign both copies of this Licence (including attached schedule) to indicate your acceptance of these terms and return one copy to the above address marked for my attention. Please keep the second copy for your own records.

Yours sincerely,

Signed by

PRINT NAME:

POSITION:

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For and on behalf of  
THE CARBON TRUST

Signed by

PRINT NAME:

POSITION:

[Company Name]

[Company Address]

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Schedule to Licence Agreement

**a) List of Products**

PRODUCT 1

PRODUCT 2

PRODUCT 3

PRODUCT 4

PRODUCT 5

**b) List of Technology/Subtechnology Areas for Lighting and Pipework  
Insulation**

Technology 1

Technology 2

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## **Schedule 6 - Letter of Agreement for Supply Chain Partner**

Dear [Supply Chain Partner]

### **Licence to Use ETL Symbol**

The Carbon Trust has reviewed your request for a licence to use the ETL Symbol on marketing and other materials in relation to specific product/s that are listed on the Energy Technology List where [the Authorised User] has been granted a licence to use the ETL Symbol for the product/s.

In consideration of you agreeing to paying us on request the sum of £1, you are hereby entitled to use the ETL Symbol with Authorised User Number [XXXXXX] from [the date of the confirmation letter from us acknowledging receipt of this letter] until [DATE] in relation to [specify products].

The licence is granted on the condition that: -

- 1) You acknowledge that you have read, understood and agree to be bound by the Regulations Governing the Use of Certification Mark 2327739 (as attached); and
- 2) You confirm that if you supply or have supplied to the Carbon Trust any names or contact details of individuals (including without limitation business email addresses that identify or could identify individuals) for the purpose of publication on the ETL Website, that you have obtained the specific consent of those individuals to use the names or contact details for the purpose of publication on the ETL Website.

Please sign two (2) copies of this Agreement to indicate your acceptance of the terms and return one copy to [Authorised User], one copy to:

ETL Product Administrator  
Carbon Trust  
The Gemini Building  
Fermi Avenue  
Harwell International Business Centre  
Didcot,  
OX11 0QR

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marked to my attention and please keep the remaining copy for your own records.

Upon receipt of a signed copy of this Agreement we shall send a letter to you confirming that you are able to start using the ETL Symbol as per the terms of the Regulations and this letter of agreement.

Yours sincerely,

Signed by

PRINT NAME:

POSITION:

For and on behalf of

THE CARBON TRUST

By signing this agreement you acknowledge that you have read and understood the Regulations Governing the Use of Certification Mark 2327739 and agree to abide by those Regulations at all times.

Signed by

PRINT NAME:

POSITION:

[Company Name]

[Company Address]