PROPOSAL FOR THE PROVISION OF LLOYD'S REGISTER SERVICES

Greenology (Teesside) Limited Competence Management System (CMS)

Date: 10/08/2021

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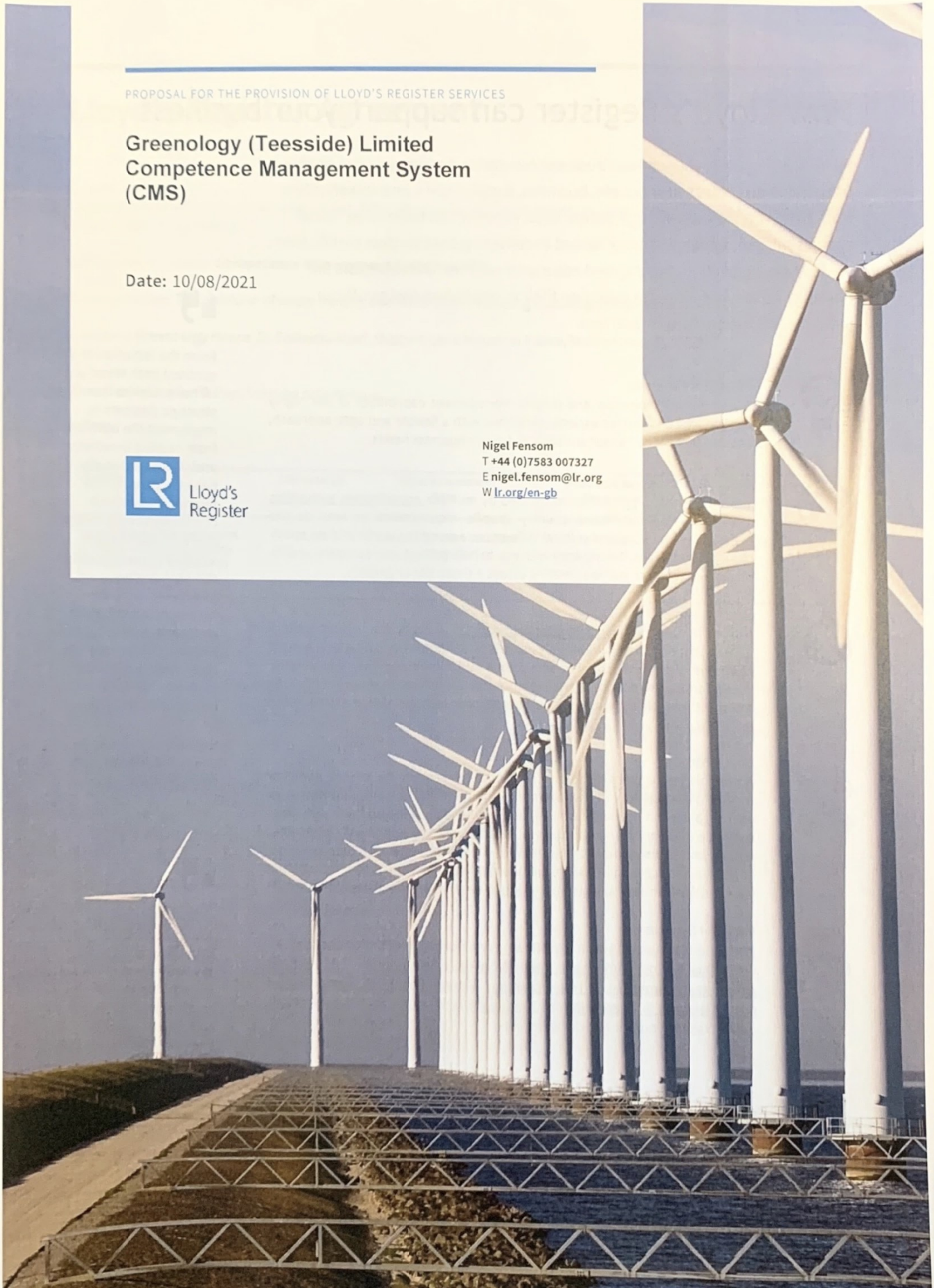
Lloyd's Register



How Lloyd's Register can support your business

By appointing us as your chosen Business Assurance partner, you can enable us to help you protect your people, business, supply chains and stakeholders from risk. With LR, you will have access to an experienced team of technical experts with an unmatched track record in delivering best-in-class certification, verification, inspection, training and assurance services. Our assessors are handpicked for your business based on their in-depth knowledge of your industry and the challenges you face.

Technical Expertise

The technical know-how and project management capabilities of our highly experienced and trained experts, combined with a flexible and agile approach, ensures that we can adapt our services to your business needs.

Global Reach – Local Focus

We are a global organisation recognised by multiple accreditation authorities worldwide. We understand country specific requirements as well as the legislative, regulatory and cultural differences around the world and we speak the local languages. We will work with you to help protect your company and its reputation whether you're operating across a single site or globally.

Social Business

Our profits fund the Lloyd's Register Foundation – a charity that helps to protect life and property. The Foundation's vision is to be known worldwide as a leading supporter of research, training and education to improve safety – promoting scientific excellence through collaboration. By appointing us, you contribute to this most valuable social cause. We want to work with you to make the world a safer place.

Client Portal

Accessible via our website, our portal provides an easy-to-use, on-line platform for you to manage your LR management system certification programme across your organisation no matter where you are. You can use the portal to view your schedule of planned and completed audits; download your latest certificates, reports and approval marks; view, reply and track the status and detail of audit findings and discover qualitative and quantitative analytics collated throughout your certification audits. Watch our video to see the great features of the portal

Range of Services

We can further support you in the following certification, verification and training fields. Quality, Environment and Health & Safety; Infosecurity & Cyber; Medical; Automotive, Aerospace & Transportation; Climate Change & Sustainability; Food, Beverage & Hospitality and Training (Claim your 15% discount on all online training courses via our sales team).

From the initiation of the contract both Wood and LR have worked closely as strategic partners to implement the transition from existing providers and deliver a globally based approach. The relationship with LR continues to reap benefits and we have realised significant savings whilst still ensuring we effectively verify the continued adequacy of our management systems. Overall, I would rate LRs performance to date in support of our MS certification as excellent.

Neil Baird
Director of Quality Assurance
Wood PLC

LR's auditors apply common sense to situations, which strengthens our relationship and helps us continually improve the performance of our Integrated Management System.

John Fitzmaurice
Global Health, Quality, Safety and Environment Manager, ALE

Lloyd's Register Quality Assurance Limited is a limited company registered in England and Wales.
Registered number: 1879370. Registered office: 71 Fenchurch Street, London, EC3M 4BS, UK. A member of the Lloyd's Register group.

Lloyd's Register Agreement

1. Services

Lloyd's Register will carry out an assessment of the client's management system to establish compliance in accordance with the proposed scope below:

Assessment Standards: **Competence Management System (CMS)**

Proposed scope: The provision of waste transfer and treatment/processing including tyre pyrolysis

Locations: Greenology House ,51 Sotherby Road, Skippers Lane Industrial Estate, Middlesbrough, TS3 8BT

This offer is valid for 90 days from the date of issue.

2. Fees

Fee Item	Day Rate (£)	Initial Assessment Days	Initial Assessment Total Price (£)	Annual Surveillance Days
Competence Management System – Energy & Utility Skills (Private Standard) Version 4	[redacted]	3 days (1 day stage 1 & 2 days stage 2)	[redacted]	1 day

Day rate includes audit time, reporting time, travel time (up to 2 hours) and all expenses, but excludes international flights, travel time (over 2 hours), any sales taxes, duties and third-party payment processing fees). If you require us to submit our invoices via a third-party payment processing company, we retain the right to pass the payment process fees onto you. Day rate applies to remote audits and on-site audits.

Please note that we have no hidden charges in our offer and all our fees are explicitly itemised in this offer.

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3. Justification Table

Based on information provided by Greenology (Teesside) Limited

Headcount Employees	13
Effective Number of Employees	13
Applicable Mandatory Documents (MD's)	MD5
Factors used to adjust man-days quoted based on IAF MD 5	EMS, MD5 for CMS, 1 permit, 1 location

Please click here for the LR Client Information Notes

Additional Notes

4. Agreement

Agreement date: 10/08/2021

Between Lloyd's Register Quality Assurance Limited
Registered Office
71 Fenchurch Street
London
EC3M 4BS

UKAS Accredited Office
1 Trinity Park
Bickenhill Lane
Birmingham
B37 7ES

And: Greenology (Teesside) Limited
Registered Office
Greenology House 51 Sotherby Road
Skippers Lane Industrial Estate,
Middlesbrough, TS3 8BT

5. Terms and Conditions (T&Cs)

This Service Offer and Agreement is governed by LR Terms and Conditions (GMS03-11-78(07/2018)) which can be found below and any special terms and conditions as detailed in Section 7. The client accepts the LR Terms of Conditions by signing this contract.

6. Alteration to T&Cs

N/A

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7. Assignment Specific Rules

7.1 Visit Durations

The visit durations are based on the requirements of the accreditation mandatory document(s) for the duration of audits and other related accreditation guidelines. Any increases or reduction in duration to the maximum permitted are made using the factors permitted by these documents.

7.2 Detailed Justification

A detailed justification of the factors used to determine the assessment duration in line with accreditation requirements will be included in the Stage 1 assessment visit report after completion of on-site verification of the relevant factors.

7.3 Certificate Renewal Visit

A certificate renewal visit is due prior to the expiry of the existing certificate, the duration for this visit to be advised on completion of the prior surveillance visit and chargeable at the day rate applicable at the time of the visit.

7.4 Fee Rates

Unless specified elsewhere in this agreement LR fee rates will be subject to annual review and will be increased in line with cost increases.

7.5 Accreditation Mark Costs

The cost of providing one accreditation mark is included in the above fees. Any additional marks requested will be charged per mark, per annum at the rate applicable at the time of issue. This covers the cost of administration and levies imposed by accreditation bodies.

7.6 Special Visits

If any non-conformances are reported during the assessment, surveillance, or certificate renewal visits, these will be issued to the client. Where necessary, additional follow up visits or remote reviews will be scheduled and carried out to verify corrective actions, which may be chargeable.

7.7 Short Notice Visits

If the client receives a complaint that falls within the scope of this agreement, or the client notifies LR of significant changes to the scope of assessment and approvals issued under this agreement, LR will undertake either an unannounced or short notice visit to the client. The complaint or changes made will be investigated and the chargeable rates for such visits will be the day rate applicable at the time of each visit.

7.8 Scheduling/Postponement/Cancellation

The first scheduling of the audit is free of charge. We will charge 25% of the applicable day rate for re-scheduling the confirmed audit outside any force majeure event, unless the audit is rescheduled or cancelled within 6 weeks of the scheduled date in which case, we levy a charge equal to the cost of the audit including the cost of non-refundable expenses.

7.9 Invoice Disputes

The client shall have 30 days to dispute any LR invoices from the invoice issue date. Unless the client raises a query within this time frame, the invoice shall be considered as accepted and the payment will be sought in accordance with the payment term without delay. This clause does not affect the payment term.

7.10 Validity

This contract will remain valid unless terminated in writing by either party with 30 days' notice

7.11 Use of Information and Communication Technology

We will, wherever possible, use Information and Communication Technology (ICT) for auditing and assessment purposes in line with IAF MD4. The use of ICT will be based on the specific scheme and accreditation rules applicable at the time as well as the system and site performance information available to the auditor

7.12 Accreditation Body Witness Audits

The Client accepts that LR's accreditation body (AB) has the right to witness the LR's activities during an audit at a client site under the accreditation rules. In the event an AB decides to attend such an assessment neither LR nor the Client has the right to refuse access.

Signed by authorised representatives of Lloyd's Register and Greenology (Teesside) Limited

For and on behalf of Greenology (Teesside) Limited

Signed: [redacted]

Job Title: DIRECTOR

Name: L. F Hepburn.

Date: 15.9.21

For and on behalf of **Lloyd's Register Quality Assurance Limited**

Signed: [redacted]

Job Title: UK&I Area Sales Manager

Name: JANE OWEN

Date: 21-09-21

Internal Use Only

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Date	10/08/2021
Produced by	Nigel Fensom

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Lloyd's Register Terms and Conditions

(GMS03-11-78(07/2018))

1) Terms of Payment

1.1. Payments due from the Client under this Agreement shall be paid in full in the currency specified within 30 days of the date on the invoice. All fees and expenses will be subject to the applicable taxes in the country in which the service is provided. The Client agrees to pay LR's applicable fees for the Services and pay all undisputed portions of invoices for the Services within 30 days of the invoice date. LR reserves the right to charge interest at an annual rate of 5% above the greater of the Bank of England base rate or the central bank equivalent in the country where the Client maintains its principal office on any amount remaining unpaid beyond 30 days, and may withhold any or all Services until the arrears, including interest, are paid.

1.2. Unless specified elsewhere travel and expenses incurred by LR in performing the Services will be charged at cost.

1.3. The client shall have 30 days to dispute any LR invoices from the invoice issue date. Unless the client raises a query within this time frame, the invoice shall be considered as accepted and the payment will be sought in accordance with the payment term without delay. This clause does not affect the payment terms.

1.4. The product fees will be passed onto the client.

2) Client's Obligations

2.1. To provide LR and its accreditation bodies with access to information and facilities necessary to provide the Services, this includes allowing observers to attend the visits for the purposes of witnessing the activities of the LR personnel involved. To allow LR to make publicly available details of the certification(s) granted.

2.2. To maintain its management system(s) in compliance with the relevant standard(s).

2.3. To comply with LR rules governing use of its management system schemes' marks and accreditation body marks.

2.4. To advise LR of changes to the approved management system which are likely to affect the management system's compliance with the criteria referred to and approvals issued under this Agreement prior to making the changes,

2.5. To provide LR personnel with suitable protective equipment.

2.6. The Client has a duty to provide a safe place of work for LR's Assessors. This duty relates to places of work which are under the control of the Client, and

2.7. The Client is required to inform LR as soon as it becomes aware of any breach of an applicable regulatory requirement which has the potential (if identified by or reported to the regulator) to result in a regulatory authority prosecution or the issuing of a legally enforceable notice to improve or cease a process or activity being undertaken relevant to the Certified Management System. LR will review the details of any breaches brought to its attention and may elect to perform additional verification activities chargeable to the client to ensure compliance with specified requirements. LR reserve the right to suspend or withdraw certificates of approval / verification statements and opinions for either failure to inform LR or the appropriate regulator of such breaches.

3) Certificate of Approval and Complaints against the Client

3.1. The Certificate of Approval is valid from the original date of approval subject to the findings from subsequent visits, as set out in the Service Offer(s), proving satisfactory.

3.2. The Certificate of Approval remains the property of LR. In the event of the approval lapsing or being withdrawn, it is the responsibility of the Client to destroy the Certificate and any electronic or hard copies thereof.

3.3. In the event of complaints against the Client within the scope of this Agreement, which prove on investigation to be well founded, LR will carry out either one or a series of the following actions:

(i) Require corrective action to be implemented within a specified time

(ii) Suspend its approval and require corrective action to be implemented within a specified time

(iii) Withdraw its approval if requested corrective action has not been taken within the specified time, and

(iv) Withdraw the approval in the event of complaints of a highly serious nature where corrective action have not been specified or is deemed unsuitable.

4) LR's Obligations LR agrees to:

4.1. Carry out an assessment to verify compliance of the Client's management system against the Assessment Standard(s)

4.2. Issue on completion of a satisfactory assessment a Certificate of Approval

4.3. Carry out surveillance visits and certificate renewal visits at the periods indicated in Part 1 of the Service Agreement

4.4. Report to the Client any non-conformances identified during any LR visits and request a follow- up visit to verify corrective actions, if necessary

4.5. Provide suitably qualified personnel to perform the Services

Consider any appeal directly to LR's General Technical Committee if the Client is dissatisfied with the Services provided and has failed to satisfactorily resolve the complaint through the local LR complaints' system; and,

4.6. Consider LR changes to assigned personnel if there is a justifiable reason for objecting to the individuals LR has provided.

4.7. If observers are present during the visit, LR will ensure that their role within the visit is clearly communicated and that they shall not influence or interfere in the audit process or outcome of the audit.

5) Confidentiality

5.1. LR, its officers, employees and agents agree to maintain as confidential and will not use or disclose to any third-party information obtained from the Client in connection with the Services without the Client's consent, except as necessary for delivery of the Services in accordance with the terms of the Agreement.

5.2. The confidentiality referred to in 5.1 above will be maintained during the term of and after termination of this Agreement, except for:

(i) information which was in LR's possession prior to disclosure by the Client

(ii) information which is in the public domain

(iii) information which is made available to LR from a source independent of the Client

(iv) information which is required to be made available to achieve or maintain LR Accreditation.

6) Liability

6.1. If the Client suffers loss, damage or expense which is proven to have been caused by negligent act, omission, or error of LR, its officers, employees or agents performing its services, LR will pay compensation for proven loss up to but not exceeding the fee charged by LR for that part of the Services which caused the loss.

6.2. Except as provided for in 6.1 above, LR its officers, employees or agents do not accept liability for any loss, damage or expense howsoever caused in carrying out the Services even if found to be a breach of warranty.

6.3. LR, its officers, employees or agents do not warrant the accuracy of information, assessment or advice supplied.

7) Indemnity

The Client agrees to indemnify LR against losses suffered by or claims made against LR as a result of misuse by the Client of any statement, endorsement, approval, certificate of approval or license to use an accreditation mark that may be granted by LR under this Agreement.

8) Termination

8.1. This Agreement will remain in force until terminated by either party giving 30 days' notice to the other.

8.2. On the date of termination any certificates that have been issued under the terms of this Agreement will immediately be invalid and shall be destroyed by the Client.

8.3. On termination by either party, fees due for Services completed prior to termination will immediately become payable and will be invoiced by LR accordingly.

9) Force Majeure

No claims can be made by either party for failures or omissions which could be considered as a breach of this Agreement where the cause of the failure or omission is reasonably beyond the control of either party.

10) Assignment

This Agreement shall not be assigned by the Client in whole or part unless an assignment is agreed by LR in writing.

11) Law and Jurisdiction

This Agreement and any dispute or claim between any member of the LR Group and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by English law. Except as provided below, LR and the Client irrevocably agree that the English courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Agreement or the Services provided hereunder. Nothing in this clause limits the right of LR to take debt collection proceedings against the Client in any other court of competent jurisdiction.

12) Entire Agreement

The parties agree that this Agreement constitutes the entire agreement between them, and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.

13) Anti-bribery, anti-corruption and data protection

The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and personal data protection.

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Client Billing Information

Please complete this form to ensure LR has the correct address and contact information for invoicing and general correspondence purposes.
Please return the completed form along with your signed contract.

Company name to appear on the invoice: **Greenology (Teesside) Limited**		
	Registered address	**Billing address and accounts payable contact details (if different)**
Street	51 Sotherby Road	
Town/City	Middlesbrough	
Post Code	TS3 8BT	
Contact Name	Laura Hepburn	
Job Title	Director	
Telephone No	[redacted]	
E-mail	[redacted]	
Company Registration Numb	12460913	
Company VAT Number	[redacted]	

To be completed by sole traders / partnerships

How many Directors/Partners are in your organisation (*list names and home address below*)?	
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:

Does your company require LR to use your Billing Portal / Supplier Portal for invoicing?	Yes	☐	No	☑
If "yes" please provide:				
The name of the portal				
Instructions for usage (web link)				
Contact point for Billing Portal set-up and queries				

Purchase orders (PO's)

If your company issues Purchase Orders, and one will be required to cover LR's assessment visits, please tick the PO validity below. Please note that if you tick this and do not provide a PO, your visit dates may be at risk.

PO's will not be raised	☑	PO's will be issued for each visit	☐
PO's will be issued annually	☐	PO's will be issued for the life of the contract	☐
Purchase order number:			

This document may contain personal or sensitive data relating to identifiable individuals. This information is sent to you strictly on the condition that you agree to (i) process it only for the purposes for which it is being supplied to you, (ii) store it only for as long as necessary, (iii) keep it secure and confidential and (iv) not share it with, or transfer it to, any third party other than on the instruction or written permission of Lloyd's Register, whilst at all times ensuring that you comply with applicable data protection laws and industry best practice and that you have appropriate data protection policies and procedures in place

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