

# Standard Terms and Conditions - RECS Spain

*Pro-forma Agreement*

Effective Date 1 January 2008



© 2008  
The Green Certificate Company Ltd.  
26 Lower Kings Road, Berkhamsted, Herts, HP4 2AB, UK  
T: +44 1993 776668  
F: +44 1993 774172  
E: [info@green-certificates.com](mailto:info@green-certificates.com)  
W: [www.green-certificates.com](http://www.green-certificates.com)  
Registered in England & Wales  
Company No: 3781928  
VAT Reg No: GB 727 5411 36  
Document Reference: **GCC-STC-ES : 1r3**

---

## 1 Agreement

This Agreement (hereinafter called “the Agreement”) is made between the Green Certificate Company Limited (hereinafter called “the Company”), whose registered office is at: 26 Lower Kings Road, Berkhamsted, Hertfordshire, HP4 2AB, United Kingdom, and [Participant] (hereinafter called “the Participant”) whose registered office is at: [XXXX].

---

## 2 Scope

This agreement, together with the rights and obligations set out in the Renewable Energy Certificate Scheme Domain Protocol for Spain ‘GCC-RDP-ES’, version 1r2 and its subsequent amendments if any (hereinafter called the “Domain Protocol”), constitute the terms and conditions for the provision of registry services for the administration of the Renewable Energy Certificate Scheme (RECS) in Spain.

---

## 3 Definitions

Save for definitions expressly given, the terms in this Agreement that are identified by capitalisation, have the meanings assigned to them by the Domain Protocol or the Principles and Rules of Operation of the Association of Issuing Bodies (AIB) for The European Energy Certification System.

---

## 4 Compliance

The Domain Protocol and this Agreement are required to be compliant with the Principles and Rules of Operation (the PRO) of the Association of Issuing Bodies (AIB) for The European Energy Certification System. The Company will from time to time amend the Domain Protocol in order to maintain compliance with the PRO.

The Company may be required to make modifications to the terms of this Agreement. Any changes will be notified in writing (including email) not less than 90 days prior to becoming effective.

Both parties hereby agree to comply with the requirements of the Domain Protocol.

The parties shall always act in accordance to Spanish Law.

The Company shall, in the performance of its duties, roles and responsibilities under this Agreement and/or the related Domain Protocol, directly or through the Production Registrar, or any other entity acting on its behalf, act with professional standards usually required to a services provider of this kind.

Each party shall contribute to the implementation of this Contract, to the extent that both parties shall provide each other without delay all necessary information required by the application of this

Contract. If the operation of a Production Device of the Participant no longer conforms to the reported information, the Participant shall inform the Company immediately about the change.

---

## 5 Information Systems

The Company issues EECS/RECS-Certificates by using an electronic registry with web access.

The Participant shall arrange, at his own cost, the necessary information technology architecture and interfaces which he needs in order to use the EECS/RECS Registration Database. The Participant shall be responsible for sufficient data security relating to the use of the EECS/RECS Registration Database including account passwords.

The Company and its affiliates, employees, contractors and/or agents will act with due diligence in the provision of the information systems referred to herein.

The Company shall be responsible for any damage caused to the Participant resulting from negligence, intentional default or fraud on the part of the Company or any of its affiliates, employees, contractors and/or agents, when managing the information systems required to provide the registry services to the Participant.

The Company shall have the right to change the IT prerequisites of the use of the EECS Registration Database. In the event of a material change, the Company shall inform the Participant in writing at least 60 calendar days prior to the implementation of such a change. In urgent cases (e.g. where system integrity is at risk) changes can be made without prior notice. The Company will inform the Participant in writing (including by email) as soon as possible after the change has been made.

The Company shall inform the Participant by email and by notice on its website 10 days in advance of planned unavailability of its EECS Registration Database. The Participant shall be informed of other unavailability preventing the use of the EECS Registration Database as soon as reasonably possible.

The Company has the right to remove or suspend access to the EECS Registration Database service by the Participant if there is misuse of the system or if the Participant is in breach of this Agreement.

---

## 6 Force Majeure

If a party is fully or partly prevented due to force majeure from performing its obligations under this Agreement and/or the related Domain Protocol, it shall be released from those obligations for the period of time and to the extent that such force majeure prevents its performance. No obligation to pay damages will then accrue.

In the event, and to the extent, a party's obligations are released by force majeure, the other party's corresponding obligations shall also be released.

Cases of force majeure are deemed to cover any events which the parties could not have prevented through reasonable caution and which make the services impossible or impair them essentially or make them financially or otherwise unreasonable. The parties shall inform each other of the occurrence of force majeure as well as of its end without delay and shall use all commercially reasonable efforts to mitigate the effects of the force majeure.

---

## **7 Scheme Membership**

The Company is authorised to provide registry services for RECS in Spain by membership of the Association of Issuing Bodies. If this membership in respect of RECS in Spain expires or is suspended, the Company may transfer this Agreement to a new service provider with the prior written consent of the Participant. If no new registry services provider has been appointed, the Company can terminate this Agreement. The Participant shall have the right to receive the refund of fees paid under this Agreement for the part of the registry services that have been paid for but haven't been effectively provided.

If the Company ceases to provide registry services for RECS in Spain, the Participant has the right to retrieve data from the RECS Registration Database pertaining to its Accounts thereon or to the Production Devices for which it is the Registrant.

---

## **8 Fees**

The structure of fees and charges in association with registry services will be those agreed between the Company and the RECS National Team for Spain, representing all RECS Scheme Participants within Spain. Any changes will be notified in writing (including email) not less than 90 days prior to becoming effective.

In case a potential new member would like to join the Spanish Team and use the Company Issuing Body services regulated by this agreement, this new member will face a part of the total expenses (see Schedule A) that were necessary to set up the system.

The charging methodology is set out in Schedule A to the Agreement.

---

## **9 Payment**

Payment of an invoice for registry service fees is recorded when funds are cleared for value into the nominated bank account stated on the invoice.

Full payment must occur within 30 days of the date of issue of the relevant invoice. Failure to make payment within 45 days will result in the suspension of certificate issuing for any Production Device

for which the Participant is the Registrant and transfers into any account on the EECS Registration Database belonging to the Participant. The suspension will only be lifted upon clearance of the due payment.

Where no payment has been achieved 60 days from the date of issue of the relevant invoice, the Company will seal all accounts on the EECS Registration Database belonging to the Participant until such time as payment has been achieved.

The Participant shall remain responsible for payment of all fees for accounts held regardless of whether sealing or suspension has been applied until such time as full payment has been cleared.

---

## 10 Assignment

Each party may assign this contract only with the written consent of the other party. Such consent cannot be withheld with undue reason. Each party may, however, without consent at any time assign this contract to an associated company.

---

## 11 Term and Termination Rights

This Agreement shall come into force as of the Effective Date. It may be terminated by a party by giving the other party thirty (30) days prior written notice of termination ("Ordinary Termination"). In the event of Ordinary Termination, the Agreement shall remain legally binding on the parties until, but only in respect of, all rights and obligations already created or existing under the Agreement prior to the date of the Ordinary Termination are fully performed by both parties.

Nevertheless, if a party fails to perform any of its obligations (other than when such obligation is released pursuant to the force majeure clause) under this Agreement and/or the related Domain Protocol, and such failure is not cured within five (5) business days of a written demand, the other party shall be entitled to immediately cease to perform its obligations.

And in the case that a party fails to perform any of its obligations on a continued and repeated basis, the other Party (the "Terminating Party") may terminate the Agreement ("Early Termination") by giving notice to the defaulting party. A notice of Early Termination may be given by telephone if that notice is confirmed in writing within two (2) business days.

In case of Early Termination, the Terminating Party shall have the right to be compensated for damages as provided for by the Governing Law.

---

## 12 Notices

Every notice, request, demand or other communication to the Company, the Production Registrar, the CMO or the Measurement Body shall be made in writing by registered mail or facsimile transmission or e-mail, to the address or facsimile number and marked for the attention of the person(s) set out in Annex1 of the Domain Protocol.

Every notice, request, demand or other communication to the Participant shall be made in writing by registered mail or facsimile transmission or e-mail, to the address or facsimile number and marked for the attention of the person(s) set out below:

XXXXXX

XXXXXX

XXXXXX

Any notice, request, demand or other communication to be given or made under this Domain Protocol shall be deemed to have been delivered, in the case of any notice, request, demand or other communication given or made by facsimile or e-mail when despatched, unless despatched outside normal business hours, when it shall be deemed to have been delivered on the next business day following the date on which it was despatched or, in the case of any notice, request, demand or other communication given or made by letter, posted by registered mail, one (1) business day after the registered delivery date.

---

## 13 Liability

The parties shall not be liable for indirect losses incurred by one of the parties unless the losses arise from gross negligence, intentional default or fraud on the part of the other party. The Association of Issuing Bodies, its representatives, or any other of its members cannot be held liable for the actions of the Company.

Each party has a duty to do everything possible to limit the extent of the loss caused. If the injured party does not implement adequate measures to limit the extent of the damage, compensation may be reduced.

Unless otherwise proscribed by governing law, any liability for damage, loss, cost or expense incurred by the other party, shall be limited to ten thousand (10,000) Euros per incident, except in case of gross negligence, intentional default or fraud where such liability shall be limited to one hundred thousand (100,000) Euros per incident.

---

## 14 Integrity of Certificates

The Company and the Participant shall co-operate (to the extent within their power) to ensure that no unjust enrichment occurs as a result of an error in the course of the processing of a Certificate or as a result of any unauthorised access to, or malfunctioning of, the EECS Registration Database; and for that purpose Certificates held in the Participant's Account may be Withdrawn or amended by the Company, having regard to the objective of securing the accuracy of the Certificates.

When applying for Certificates, the Participant warrants that the qualifying energy, for which Certificates are being applied, has not and will not be sold or otherwise consumed (including such

consumption by an autoproducer) as having the attributes evidenced by the Certificates unless such Certificates accompany the energy in that sale or consumption.

The Company reserves the right to compare data relating to a Production Device for which the Participant is the Registrant and held on its EECS Registration Database with that held by other registrars of other certification schemes for which that Production Device is registered. Where such comparison requires the permission of the Registrant on that other registry, this shall not be withheld. Where the Company is not able to verify the integrity of requested Certificates, it may withhold issuing pending further evidence.

---

## **15 Intellectual Property**

All intellectual property vested in the EECS Registration Database, its associated website and documentation in relation to the RECS in Spain remains that of the Company and its suppliers.

---

## **16 Confidentiality**

Information about individuals and organisations held within the EECS Registration Database is held confidentially and will only be used by the Company to provide the registry services in accordance with the Domain Protocol and the Principles and Rules of Operation of the Association of Issuing Bodies (AIB) for The European Energy Certification System.

Any information of commercial or sensitive nature as per the Participant understanding shall be treated as confidential information by both parties. Disclosure of such information requires prior written consent.

The provisions of the UK Data Protection Act 1988, 2003 apply to any personal data held on the EECS Registration Database.

---

## **17 Tax**

All amounts referred to through this Agreement, including the Schedule, are exclusive of any applicable Value Added Tax (VAT) and withholding or similar taxes.

---

## **18 Governing Law and Dispute Resolution**

This Agreement shall be governed and constructed in accordance to Spanish Law.

Any disputes arising out or in connection with this Agreement and/or the Domain Protocol which may not be solved in an amicable settlement, shall be referred to the jurisdiction of the courts of the City of Madrid. Upon the execution of this Agreement, the parties waive any alternative jurisdiction which may be applicable and, consequently, accept the exclusive jurisdiction of such courts.

---

## 19 Acceptance

Signed In acceptance of the above terms and conditions of business

For and on behalf of the Company

**The Green Certificate Company**  
Signature:

.....  
Name:

.....  
Position:

.....  
Date:

.....

for and on behalf of the Participant:

.....  
Signature:

.....  
Name (printed):

.....  
Position:

.....  
Date:

.....



---

## **A Schedule of Fees and Charges**