

Subscription Contract & Terms and Conditions

Party A: Haymarket Media Group

Party B: Department for Energy, Security & Net Zero

Subscription Package: ENDS Report, 30 Online Users

- Daily and Weekly News bulletins
- 30 online user licenses to www.endsreport.com
- Special Reports: Compliance in Change, Fines Monitor in focus
- Trackers & Monitors - Fines Monitor/EIA Benchmarking Monitor
- Quarterly environmental briefings
- Guest access to ENDS Compliance Manager

Subscription Period: 12 months

Cost:

Year 1 - 2023-2024 - £13,919 (no VAT)

Year 2 - 2024-2025 - £15,589 (no VAT)

1. Terms and Conditions:

1.1. These Subscription Terms & Conditions apply in respect of subscriptions to Haymarket titles. When you click "Submit Order" to place your subscription order online, or post, email or telephone us with details of your order, you are making an offer to take out a subscription which, if accepted by us, will result in a binding contract being formed between you and Haymarket on the terms set out in these Subscription Terms & Conditions. If you are acting on behalf of a legal entity (e.g. a company or a partnership), you confirm that you are authorised to purchase the subscription and bind that legal entity to these Subscription Terms & Conditions and, where required, references in these Subscription Terms & Conditions to "you" shall be construed accordingly.

1.2. We may vary these Subscription Terms & Conditions at any time and with immediate effect. If we make a material change that is detrimental to you, we will endeavour to notify you and provide you with the opportunity to cancel your subscription. By continuing with your subscription, you are deemed to accept the varied Subscription Terms & Conditions.

1.3. If placing your order online, and paying by credit/ debit card, your credit/debit card will be debited when you click "Submit Order". If placing your order via post, email or telephone you must provide your credit/ debit card details, bank transfer or direct debit details when you place your order.

1.4. After you have placed an order with us, you may see an online confirmation page (if you are placing an order online) and/or you will receive an email or letter acknowledging that your order has been received successfully and is being processed ("Order Confirmation"). The contract with us is formed on the date of the Order Confirmation, and your subscription will commence on the date of the Order Confirmation or any later date specified in the Order Confirmation ("Commencement Date").

2. Right to refuse orders

We reserve the right not to fulfil and to cancel orders if we are unable to obtain payment authorisation from the issuer of your payment card or cheque, or in the event of obvious inaccuracies or mistakes in the prices that have been advertised to you.

3. Multi-user subscriptions

3.1. When you order a multi-user subscription, you must provide a contact name, business name, telephone number, postal address and email address, together with credit card, debit card or purchase order details and authorisation to charge the payment to a card or to invoice you.

3.2. In order to fulfil your order for each user within a multi-user subscription, you must provide us with the requested details of each user, for example his/her name, telephone number and email address (for digital subscriptions), or their postal addresses (for print magazine subscriptions). If you are accepting these terms on behalf of a legal entity (e.g. a company or a partnership), you agree that the relevant legal entity has the lawful right to transfer personal data relating to the users to us. We shall process any personal data that you provide to us as an independent controller and in accordance with our Privacy Notice.

3.3. During the subscription term you may add additional users to a multi-user subscription for an additional fee, or replace an existing user with a different user, by telephoning corporate customer services on +44(0) 208 267 4524. New and/or replacement users will have access to the content to which they have subscribed for the remainder of the subscription term.

4. Individual user subscriptions

When you order an individual user subscription, you must provide your name, email address, telephone number and postal address, together with credit or debit card details and authorisation to charge payment to you.

5. Marketing

If you are contracting with us on behalf of a business, you acknowledge and accept that we have the right to use that business's name for marketing and public relations purposes, unless you expressly notify us otherwise via email to info@haymarket.com. Any publication of that business's name will not be disparaging or otherwise adverse to the business.

6. Renewal and cancellation

6.1. If you are a consumer you can also cancel your subscription, to take effect at any time after the first Renewal Date, by giving us at least 30 days' notice to cancel your subscription via email to the email address set out in your Order confirmation or otherwise to info@haymarket.com. Consumers who cancel their subscriptions during a Renewal Period will be issued with a pro-rata refund of any unused portion of annual subscription fees that have been charged in advance in respect of the Renewal Period, calculated from the effective date of termination.

6.2. We shall be entitled to increase the subscription fee with effect from each Renewal Date by an amount equal to the greater of: (a) 3%; and (b) an amount equal to the retail price index rate published by the Office for National Statistics in March of each year. We shall also be entitled to increase the subscription fee at any other time and by any other amount but, where we do so, we will give you at least 90 days' prior written notice of any such price increase and you will have the right to terminate your subscription with immediate effect by emailing us, prior to the effective date of the price increase, at the email address set out in your Order Confirmation or otherwise at info@haymarket.com, and supplying the information set out in clause 7.2 of these Subscription Terms & Conditions. Your continued use of the content shall constitute your acceptance of the increased subscription fee.

7. 30 Day Cooling-Off period

7.1. We want you to be sure that you have made the right decision to subscribe. Subject to clause 7.4, you may change your mind and cancel a subscription early for any reason within the 30 day period commencing on the Commencement Date ("Cooling-Off Period").

7.2. If you want to exercise your early cancellation right, you must email us before the end of the Cooling-Off Period at the email address set out in your Order Confirmation or otherwise at info@haymarket.com supplying your name, full postal address, post/zip code, unique subscription number, and the publication to which you have taken out a subscription. A failure to provide the relevant information may result in your subscription not being cancelled.

7.3. If you cancel your subscription during the Cooling-Off Period, we will refund the payments that you have made, less a pro-rated deduction for the period of use in which your subscription was available to you up until the date of cancellation.

7.4. If your subscription includes digital content, the Cooling-Off Period will end when you start downloading or streaming the digital content. If we deliver the digital content to you immediately, and you agreed to this when you place your order, you will not have the right to change your mind.

8. User Details

8.1. You shall, and shall ensure that your users shall, keep secure any passwords used to access our digital content. You shall immediately notify us of any known or suspected unauthorised access to our digital content of which you are aware, or if any of your users shares their user email address and password with anyone. We reserve the right to suspend access to digital content if we suspect access details have been shared with a third party, pending investigation.

9. Contract Term, Cancellation and Refund Policy

9.1. Unless cancelled within the Cooling-Off Period or in accordance with any other term of these Subscription Terms & Conditions, all subscription contracts (including subscriptions which begin with introductory rates) are for a minimum term of 12 months ("Minimum Term"), commencing on the Commencement Date. Payment by monthly or quarterly instalments does not infer a monthly or quarterly subscription.

9.2. We will issue refunds in accordance with cancellations made during the Cooling-Off Period (see clause 7) and otherwise only in accordance with any other term of these Subscription Terms & Conditions. Unless agreed otherwise by us in writing, if you seek to cancel your subscription during the Minimum Term outside of the Cooling-Off Period, you will still owe the subscription fee for the Minimum Term (and/or for the remainder of any Renewal Period, if you are not a consumer) and for any notice period that applies to your cancellation (see clause 6 of these Subscription Terms & Conditions for details of notice periods that apply). Consumers shall be entitled to claim refunds for cancellations made after the Minimum Term (during any Renewal Period) in accordance with clause 6.

9.3. Where your subscription includes hard copies that are delivered to you, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them. Your right to a refund will not include a right to receive a refund for delivery costs.

9.4. We may terminate your subscription immediately without a refund if you breach any of the terms in these Subscription Terms & Conditions.

10. Delivery of Digital Content & Printed Magazines

10.1. If applicable, we will deliver any printed content in your subscription to the address you supply to us when you place your order. Please notify us by sending an email to the email address set out in your Order Confirmation or otherwise to info@haymarket.com if you change your address. We will not be liable to you for any non-delivery to you if you provide us with an incorrect address or fail to notify us of a change of address. We reserve the right to dispose of incorrectly addressed print content without an obligation to refund you or any other person if they are returned to us and, despite reasonable efforts to contact you, we do not receive correct address details within 14 days of their return to us. We may ask you to pay an additional delivery fee if redelivery is necessary due to a failure on your part to provide us with the correct address.

10.2. If applicable we will provide access to digital content through our website and/or apps using the email address you provide at the time of registration. We will not be liable to you for any interruption to access if you fail to notify us of a change of email address. We will use reasonable endeavours to provide reliable access to our digital content, but we do not undertake or warrant that access will be uninterrupted, and such access shall be subject to our Web Terms & Conditions.

10.3. In the case of a multi-user Corporate subscription, it is the responsibility of the main contact at the end user company to notify Haymarket of any changes to contact details or subscribers across the entire account.

10.4. If you have purchased your subscription through a third party subscriptions agency, please contact the third party to update your details and ask them to confirm that they will contact us accordingly.

10.5. We reserve the right to change the frequency of content, or we may decide to change the format of content, for example from print form to digital form. We will endeavour to provide you with 90 days' advance notice of such changes and, where such change is likely (in our reasonable opinion) to adversely affect you, you will have the right to terminate your subscription with immediate effect by emailing us, prior to the effective date of the change, to info@haymarket.com and supplying the information set out in clause 7.2 of these Subscription Terms & Conditions. We also reserve the right to

cease providing content at any time, in which case we may cancel your subscription early and issue you with a refund in respect of any amounts paid by you for content that you have not received.

11. Delay in Delivery & Non-Delivery

11.1. We will not be liable to you for any delay in delivery or non-delivery of any printed magazines or online issue(s) of your subscription in the following circumstances;

11.1.1. where the issuer of your payment card or cheque refuses to authorise payment to us, or you have not paid when you have been invoiced;

11.1.2. where such delay or failure is due to circumstances beyond our reasonable control (or the reasonable control of our sub-contractors and agents), including but not restricted to: sanctions being imposed on your country of residence; war; electricity power failure; utilities failure; failure of telecommunications links; failure of transport infrastructure; fire; flood; government acts; act of God; legislative constraints; strikes; labour disputes; or malicious damage involving employees.

11.2. Our liability to you in the event of any printed magazines in your subscription being lost in dispatch shall be limited to replacement of the missing issue(s).

12. Subscription Offers

12.1. From time to time we will run subscription offers. These offers may be available to new subscribers or other classes of individual only and this will be stated on the offer.

12.2. If an offer is available, customers must clearly state/quote the relevant offer code at the time of ordering in order to be eligible for the offer. We accept no liability for your failure to state/quote the relevant offer code.

12.3. Offers may be subject to availability.

12.4. Where the offer has a closing date, we will not honour the relevant offer after the stated date.

13. Content

13.1. All rights in any content provided to you in connection with your subscription are owned by Haymarket or our licensors. No part of any such content may be reproduced in any form without our prior written permission or as permitted by law. You may only use the content for your own requirements, including for your internal business purposes, but you shall not make our content available in any way to anyone outside your organisation.

13.2. We use reasonable endeavours to ensure that all information contained in subscription content is accurate and up-to-date at the time of publication but all warranties, conditions and terms implied under this contract or by statute or common law are excluded to the fullest extent permitted by law.

14. Data Protection

14.1. We will collect and use personal data that is supplied to us in connection with your subscription in accordance with applicable data protection legislation and our Privacy Notice. Please read this in conjunction with these Subscription Terms & Conditions. By placing an order, you acknowledge that you have read and understood our Privacy Notice.

15. General Terms

The General Terms & Conditions set out in Part 4 apply to these Subscription Terms & Conditions. In the event of any conflict or inconsistency between the General Terms & Conditions and these Subscription Terms & Conditions, the latter shall prevail.

Party A: _____

Party B: _____

Signature: _____

Signature: _____

Date: 26/09/2023

Date: 28/09/2023