



WWF-UK TERMS AND CONDITIONS FOR MEMBERSHIP TO THE ONE IN FIVE CHALLENGE

1.0 Introduction

1.1 These Terms and Conditions apply to the participation of a company, government agency or other organisation (**Participant**) in WWF-UK's One in Five Challenge award scheme. By registering for membership, the Participant agrees to become bound by these terms and conditions. Please read them before completing the application form.

1.2 These Terms and Conditions constitute an Agreement (**Agreement**) between the Participant and WWF-UK. Except as otherwise expressly stated, this Agreement contains the entire agreement between the parties and no variation of the Agreement will be binding unless made in writing and signed on behalf of each party.

2.0 Offer, acknowledgement and acceptance

2.1 An application submitted by the Participant constitutes an offer to purchase membership to the One in Five Challenge and to receive services provided by WWF-UK, as defined in condition 4.0 below.

2.2 The One in Five Challenge is a closed membership scheme and WWF-UK reserves the right to refuse membership to any organisation that it believes will compromise the integrity of the scheme and/or the WWF brand.

2.3 Acceptance of your application is concluded when WWF-UK receives

payment of the joining fee, which will be acknowledged by email, at which time this Agreement will also commence.

2.4 WWF-UK will keep records of your application and acknowledgement and acceptance of this Agreement. However, you should print a copy of this Agreement and other related documents for your own records.

3.0 Duration

3.1 This Agreement will commence in accordance with the terms of condition 2.3 and will, unless terminated early in accordance with condition 11.0, continue in force until 31 December 2014.

4.0 Services provided

4.1 Membership of the One in Five Challenge entitles a Participant to the following services, provided by WWF-UK, to encourage the achievement of a 20% cut in business flying within five years:

- a membership pack including supporting information and instructions for participation in the One in Five Challenge
- a toolkit (under separate licence), provided to help Participants to plan and implement a greener business travel policy
- a measuring, monitoring and reporting process, which is externally designed and audited, to help Participants achieve the One in

Five Challenge, including an annual report for each Participant to track progress and compare performance

- a quarterly e-newsletter to provide information and updates to One in Five Challenge members
- an annual workshop to meet together as a One in Five Challenge community, to share best practice and encourage employee compliance in greener business travel policy and practice
- invitations to seminars, videoconferencing demonstrations and other events relevant to achieving the One in Five Challenge
- an awards event for those achieving the One in Five Challenge
- a One in Five Challenge pledge badge for use by all Participants and a specially designed WWF award badge for award winners, which can be used according to the communications guidelines as set out in condition 8.0
- public recognition of all Participants and award winners on the WWF-UK website and other communications, and the opportunity to be included in a case study, to be prepared by WWF-UK.

5.0 Your obligations

- 5.1 You will be required to appoint a representative of your organisation who will be the first point of contact for the Participant, and who will be responsible for managing your activities under this Agreement. Once appointed, you agree to inform us of any change to your representative.
- 5.2 You will be expected to provide annual data about your company or organisation's annual flights, flight origins and destinations, distances, costs of flying and an estimate of CO₂ emissions from flying. In addition you will be asked for general information about your

business travel policy and its implementation, carbon reporting methodology as well as information about what, if any, alternatives are being used to replace business flying.

- 5.3 You will allow WWF to apply a control carbon metric to your flight data to ensure consistent carbon reporting across all Participants. This will be based on guidance from the Department for the Environment Food and Rural Affairs (Defra) and will be used to publically communicate aggregate carbon footprints and reductions across all One in Five Challenge Participants.
- 5.4 You are responsible for the accuracy and completeness of all information provided to WWF-UK, and to our nominated auditor, when making your application, when completing a baseline survey within the first three months of participation and completing annual surveys on the WWF-UK online system. Those organisations that intentionally supply misleading, incomplete or inaccurate data, or are found to be using dishonest means to achieve the One in Five Challenge will be asked to leave the scheme.
- 5.5 Any major change in the scope or headcount of the Participant's organisation being included in the One in Five Challenge must be reported to WWF-UK immediately so that a revised baseline survey can be agreed, at an additional cost to the Participant.
- 5.6 All Participants must be willing to ensure the timely provision of annual information and availability of key personnel to complete this information, and to meet with our external auditor when they visit your premises soon after completion of the baseline survey, to validate your starting data and to ensure the smooth running of the monitoring and reporting process. During the on-site visit, our auditors will require further access to your business

travel baseline data, your staff and premises.

5.7 WWF-UK reserves the right to request a further on-site visit, at any time during the One in Five Challenge, if deemed necessary to uphold the integrity of the scheme. In such cases, there will be an extra charge to cover auditors time and expenses.

5.8 All Participants must abide by the Rules of the One in Five Challenge which are as follows:

- a) your company or organisation must endeavour to cut one in five business flights, within five years, while at the same time reducing your CO₂ from flying
- b) the One in Five Challenge is only open to UK offices of private and public sector organisations
- c) the One in Five Challenge must be taken at the company, subsidiary or organisational level, rather than individual departments. In the case of the public sector, individual Government Departments, Government Agencies or other delivery bodies are classified as company or organisations for the purposes of the One in Five Challenge
- d) the 20% reduction in business flights and overall reduction in CO₂ emissions must be achieved on a total rather than a per capita basis
- e) offsetting does not contribute to the reduction in flights; the One in Five Challenge must be based on actual reductions
- f) backdated entry to the One in Five Challenge will be accepted, but by no more than three years
- g) companies and organisations who have already achieved a 20% reduction in flying are also eligible for the One in Five Challenge award, providing they can submit evidence for validation by WWF-UK's external

auditors, also backdated by no more than three years

- h) your company or organisation is expected to reduce its flying, and CO₂ from flying (using the WWF control carbon metric) each year it is a member of the One in Five Challenge. Companies and organisations who fail to meet these criteria for two successive years may be asked to begin the One in Five Challenge again, using a new baseline and incurring additional expense
- i) after submitting the baseline survey within the first three months of participation, it is expected that the first annual survey will be submitted in the following year of the One in Five Challenge. It is also expected that no more than one annual survey is received in each subsequent year. If an annual survey is submitted in the first year of membership, or if additional annual surveys are submitted in either the first year or subsequent years of membership, there will be an additional cost for auditing each of these surveys of £450 plus VAT.
- j) all Participants are expected to follow the communications code of practice set out in condition 8.0.

6.0 Payment and invoices

6.1 The joining fee for the first year of the One in Five Challenge is £5,000 plus VAT.

6.2 In all subsequent years of participation in the One in Five Challenge, an annual membership fee of £750 plus VAT will be charged.

6.3 Payment shall be made within 30 days of receipt of an invoice from the One in Five Challenge scheme. Payments can be made via BACS transfer or cheque. Payments must quote the invoice reference number in all occasions. No element of service provision will be delivered until full payment is received.

6.4 WWF-UK reserves the right to increase fees for the One in Five Challenge in line with inflation.

6.5 Any profits made from the One in Five Challenge will be donated to the unrestricted funds of WWF-UK.

7.0 Information and confidentiality

7.1 You accept that on an annual basis WWF-UK will release into the public domain information on:

- a) aggregate flight, carbon and cost savings (from avoided flights) across all members of the One in Five Challenge
- b) aggregate information concerning the alternatives being used by Participants to replace flying
- c) anonymised examples of individual experience or practice among Participants that confirms the benefits of reducing business flights while increasing productivity
- d) the identity of all Participants in the One in Five Challenge and award winners.

7.2 WWF-UK intends to use the results of the One in Five Challenge to demonstrate to Government that it is possible for companies to fly less and remain competitive. We will also be asking Participants, if they so wish, to support WWF-UK's call on Government to introduce tax incentives to encourage investment in teleconferencing and greener business travel behaviour. Participants will not, however, be required to undertake any lobbying if they do not wish to do so.

7.3 The One in Five Challenge fits within the broader context of WWF-UK's policy position on aviation, which is that UK aviation emissions should stabilise at around today's levels in order to contribute fairly to a low-carbon UK, and that until this occurs, no further airport expansion should take place. Participants are not

necessarily expected to support this position and WWF-UK will at all times endeavour to express its own views separately from those of Participants.

7.4 Where your information covered by the Data Protection Act 1998 requires consent to use for the purposes of marketing and publicity (including, without limitation, publicity of your membership of the One in Five Challenge), WWF-UK will request your consent which should not be unreasonably withheld.

7.5 Subject to conditions 7.1-7.4 above, WWF-UK undertakes to keep confidential all individual Participant information for the duration of the One in Five Challenge.

7.6 WWF-UK and their appointed auditor agree to sign, if requested by the Participant, a confidentiality agreement prior to viewing commercially sensitive business travel data.

8.0 Communications code of practice

8.1 This Code of Practice has been designed to provide guidance to companies that sign up to the One in Five Challenge. Companies have to comply with this guidance in any communications about the One in Five Challenge. Any claims made by participants relating to the One in Five Challenge must be adequately controlled to ensure that they are accurate and verifiable. Adherence to this code of practice is essential to maintain the credibility of the One in Five Challenge.

8.2 This Code of Practice is based upon ISO 14020, to the extent that permitted communications relating to WWF-UK's One in Five Challenge participants are intended that all claims will be "accurate, verifiable and not misleading".

8.3 Participants may not promote their participation of the One in Five Challenge through any on-product

claims. Display of the pledge and award badges, and any other communications regarding membership of the One in Five Challenge, are restricted to the Participant's travel policy, environmental or sustainability reports or business travel plan. Any communications about the One in Five Challenge to an external audience need to be approved by WWF-UK.

- 8.4 WWF-UK One in Five Challenge participants must not make misleading environmental claims either on or off products and must adhere to the Green Claims Code, which can be downloaded from Defra's website, defra.gov.uk
- 8.5 When a company achieves the One in Five Challenge award, they will be entitled to use the award badge which includes the panda logo and the year in which the award was achieved. In order to display this award, the Participant will need to sign a licensing agreement as per 8.1-8.4, allowing its use for one calendar year only from when the award is achieved. This licensing agreement will clearly stipulate the circumstances under which the panda logo, which is part of the One in Five Challenge award badge, can be used. Members do not have the right to use the WWF panda logo or any other WWF copyrighted or trademarked material without the permission of WWF-UK.
- 8.6 Participants may elect to extend their One in Five Challenge award, and their use of the award badge, if they apply to WWF-UK in writing and are able to provide evidence that, for subsequent years, they have been able to either stabilise or reduce the number of business flights and CO₂ emissions from flying. As the Participant's claim will need to be independently verified, there will be an extra charge for this work as it is not included in the existing terms of this Agreement. WWF-UK also reserves the right to refuse to extend the award badge beyond 2014 if the

One in Five Challenge campaign has concluded by this time.

9.0 Promotional activities

- 9.1 You agree, subject to the information and confidentiality obligations governing this Agreement, and without any commitment to incur any material cost, to consider requests from WWF-UK and to co-operate and support, within reason, promotional activities for the One in Five Challenge, such as presentations to the media, participation in case studies and other appropriate activities to publicise the results of the One in Five Challenge and the progress towards achieving its award.

10.0 Intellectual property

- 10.1 WWF-UK retains ownership of Intellectual Property (including but not limited to) the process and methodology used to measure, monitor and report Participants progress towards achieving the One in Five Challenge.
- 10.2 WWF-UK also reserves the right to retain ownership of such modifications, enhancements or improvements to the process and methodology for the One in Five Challenge as deemed appropriate or necessary.
- 10.3 Where you have proprietary business travel data, such data shall remain your property. You hereby consent to the grant of a royalty free, worldwide and non-exclusive, non-transferable licence to WWF-UK to use this data solely for the purposes of the One in Five Challenge.
- 10.4 Ownership of the Project Icarus toolkit, provided under separate licence as part of the One in Five Challenge, is retained by the Institute of Travel & Meetings (ITM). Unauthorised copying or use of the Project Icarus toolkit by Participants is strictly prohibited.

11.0 Termination

11.1 This Agreement shall expire 31 December 2014 and may be terminated:

- a) at any time by either party by giving one month's notice in writing to the other party;
- b) at the time that the Participant completes the One in Five Challenge;
- c) by the Participant filing a petition in bankruptcy or insolvency, or by the appointment of a receiver for all or substantially all of the property of either party or
- d) if either party commits any material breach of this Agreement and if the breach is incapable of remedy within 30 days of receipt of notice of termination or
- e) if the Participant continuously fails to comply with the obligations under this Agreement, in which case WWF-UK reserves the right at any time to terminate the Agreement with immediate effect. If we deem it necessary to terminate the Agreement in these circumstances, you will remain liable for any outstanding Fees.

11.2 Upon expiry or termination of this Agreement for any reason, each party will, at the request of the other party, return to the requesting party all documents and other records containing confidential information disclosed by the Participant.

11.3 Refunds will not be given for either the termination of membership or the early termination of the One in Five Challenge campaign, except under exceptional circumstances and at WWF-UK's sole discretion.

11.4 Participants have the right of appeal if they believe their membership has been unfairly terminated. Notification of the

intention to appeal must be made in writing to WWF-UK and an Appeals form will be sent to the Participant for completion. All appeals received shall be placed before a WWF-UK appointed mediator. In instances where the appeal has been successful and the membership reinstated, no claim can be made against WWF-UK for reimbursement of costs.

12.0 Liability

12.1 WWF-UK and their appointed auditor will provide our services under this Agreement with reasonable skill and care.

12.2 We will not be liable to you for:

- a) economic loss including, but not limited to, loss of profits, revenues or goodwill, or
- b) any indirect or consequential loss, howsoever arising, even if such loss was reasonably foreseeable.

12.3 Our total aggregate liability to you under or in connection with this Agreement will under no circumstances exceed £5,000.

13.0 General

13.1 Third Party Rights. Nothing in this Agreement confers or purports to confer on any third party any right or benefit under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

13.2 No Agency. Neither party will represent itself as agent of the other party for any purpose whatsoever, nor will it have the authority to create or assume any obligations of any kind for, or on behalf of, the other party.

13.3 Force Majeure. In the event of any prevention or delay in the performance of this Agreement by WWF-UK or our appointed auditor for any reason beyond its reasonable control, such prevention of or delay in performance shall be

deemed not to be a breach of this Agreement.

13.4 Jurisdiction. This Agreement will be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

13.5 Severance. If any provision of this Agreement is illegal, invalid or unenforceable in any jurisdiction such illegality, invalidity or unenforceability shall not invalidate the remaining provisions hereof or affect the legality, validity or enforceability of such provision in any other jurisdiction. The parties hereto agree in such event to substitute legal, valid and enforceable provisions for the illegal, invalid or unenforceable provisions so as to implement the intentions of the parties hereto to the extent that this is legally possible.