The SFS Scheme Terms and Conditions

The agreement between the SFS and each member

Document	The SFS Scheme Terms and Conditions
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Chain-of-custody model	The SFS Network Mass Balance

This is a working draft and has not been reviewed by a legal adviser. Points marked [To be confirmed] have not yet been decided.

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1. About these terms

1.1 The parties

These terms form the agreement between [To be confirmed] ("the SFS operator"), which operates The Sustainable Fuel Scheme ("the SFS"), and each organisation admitted as a member ("the member").

1.2 Documents forming the agreement

The agreement consists of these terms, the SFS Scheme Guidance as published from time to time, the member's approved application, and any written decisions issued by the SFS to the member. If there is a conflict, these terms take priority, followed by the SFS Scheme Guidance.

1.3 Definitions

Words defined in the SFS Scheme Guidance have the same meaning in these terms.

2. Becoming a member

2.1 Application and acceptance

An organisation applies through the SFS website. The agreement starts when the SFS confirms in writing that the application has been approved and the membership activated.

2.2 Term and renewal

Membership runs for twelve months from activation and renews annually on payment of the annual membership fee, unless it ends earlier under section 9.

3. The member's obligations

The member must:

- operate in accordance with the SFS Scheme Guidance;
- register only genuine, accepted incoming evidence, and never use the same evidence under another scheme or claim;
- keep complete and accurate records of deliveries, stock and evidence;
- issue Evidences of Sustainability only where the guidance allows;
- submit each verification period for verification on time and give appointed verifiers the access and information they reasonably need;
- respond to evidence requests and corrective actions in a timely manner;
- tell the SFS promptly of any error, suspected misuse or change affecting its membership, defined corporate network or approved email domains;
- make only accurate claims about the SFS and SFS-certified fuel, as set out in the guidance; and
- keep its portal accounts secure and limited to authorised users.

4. The SFS's obligations

The SFS will:

- operate the scheme, the portal and the SFS Certificate Validator with reasonable skill and care;
- arrange verification by appointed verifiers;
- keep each member's private data confidential and separate from other members' data; and
- give reasonable notice of material changes to these terms or the guidance.

5. Fees

The member pays the annual membership fee and audit fees as notified by the SFS. Fees are invoiced outside the portal and are payable within the period stated on the invoice. The SFS may restrict new certificate issue while an account is overdue.

6. Use of the SFS name and marks

The member may use the SFS name and marks only to describe SFS-certified fuel accurately and in line with the guidance. This permission ends when the membership ends or is suspended, except for references to certificates already issued.

7. Confidentiality and data protection

7.1 Confidentiality

Each party keeps the other's confidential information confidential, using it only for the purposes of the scheme, except where disclosure is required by law or to appointed verifiers.

7.2 Data protection

Each party complies with UK data protection law. The SFS is responsible for personal data when using it to run the scheme; the member is responsible for the customer contacts it provides and its own use of them. The member confirms it may lawfully provide those contacts to the SFS for sending certificates.

8. Liability

8.1 Member responsibility

The member is responsible for the accuracy of the records it enters and the certificates it issues, and for its own claims to customers.

8.2 Limit of the SFS's liability

The SFS is not liable for indirect or consequential loss, or for loss of profit or business. The SFS's total liability in any membership year is limited to the fees paid by the member in that year. Nothing in these terms limits liability that cannot be limited by law, including for fraud or for death or personal injury caused by negligence.

9. Suspension and ending membership

9.1 Suspension and expiry

The SFS may suspend or expire a membership as set out in section 21 of the SFS Scheme Guidance.

9.2 Ending by the member

The member may end its membership by giving the SFS at least 30 days' written notice. Fees already paid are not refunded.

9.3 Ending by the SFS

The SFS may end a membership by written notice where a suspension remains unresolved for 90 days, where the member has committed a serious breach such as false records or double counting, or where the member becomes insolvent.

9.4 After membership ends

New certificate issue stops. Certificates already issued keep their own live status on the SFS Certificate Validator. The member must keep its records as required by the guidance, and sections 7, 8 and 10 continue to apply.

10. General

10.1 Changes

The SFS may change these terms or the guidance by giving members at least 30 days' notice, except where a change is needed sooner to protect the integrity of the scheme or to comply with the law.

10.2 Transfer

The member may not transfer its membership without the SFS's written agreement.

10.3 Disputes

The parties will first try to resolve any dispute through discussion in good faith. Disagreements about verification outcomes are handled as set out in the SFS Scheme Guidance.

10.4 Governing law

These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.