UMBRELLA CLIMATE CHANGE AGREEMENT FOR THE DATA CENTRES SECTOR
Agreement dated 18 December 2020

THIS AGREEMENT is made the 18th December 2020

BETWEEN:

(1) the Environment Agency ("the Administrator"); and

(2) the Sector Association set out in Schedule 2 ("the Sector Association").

RECITALS

(A) Section 30 of and Schedule 6 to the Finance Act 2000 ("the Act") make provision for a tax known as the climate change levy ("the Levy"). The Levy is charged on the supply of taxable commodities as defined in paragraph 3 of Schedule 6 to the Act.

(B) Paragraphs 42(1)(ba) and 42(1)(c) of Schedule 6 to the Act provide that the amount payable by way of the Levy shall be discounted from the full rate where the supply is a reduced-rate supply. A reduced-rate supply is a taxable supply supplied to a facility specified in a certificate given by the Administrator to the Commissioners for Her Majesty's Revenue and Customs as a facility which is covered by a climate change agreement for a period specified in the certificate in accordance with paragraphs 42 to 52F of Schedule 6 to the Act.

(C) A climate change agreement is defined in paragraph 46 of Schedule 6 to the Act. It may consist of a combination of agreements that falls within paragraph 48. A combination of agreements falls within paragraph 48 if a number of conditions are satisfied. The first condition is that the combination of agreements is a combination of an umbrella agreement and an agreement that, in relation to the umbrella agreement, is an underlying agreement.

(D) This agreement is an umbrella agreement entered into for the purposes of the reduced rate of Levy. It is not intended to give rise to contractual obligations between the parties.

(E) The Sector Association is a representative as defined in paragraph 47(2) of Schedule 6 to the Act of each facility to which this agreement applies.

(F) The facility or facilities set out in Schedule 4 to this agreement are a facility or facilities to which an agreement applies.

AGREED TERMS

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"account" means the account in the Register of a sector association or an operator;

"agreement" means, as the context requires, either:

a) this agreement; or

b) an umbrella agreement or an underlying agreement;

"amendments window" means the period from 1st July 2021 to 30th September 2021 where the Administrator can vary underlying agreements in accordance with the amendments provided for in the technical annex;

"base year" for a target period, means:

a) for a target unit which includes a greenfield facility, the 12 month period starting on the date of an underlying agreement which provides for that target period;

b) for a target unit which does not include a greenfield facility, a 12 month period which—

i) ends before the date of an underlying agreement which provides for that target period or before the date an underlying agreement is first varied to provide for that target period; and

ii) is agreed between an operator and the administrator before they enter into the underlying agreement or before the underlying agreement is first varied to provide for that target period;

"buy-out fee" means the fee calculated in accordance with Rule 7;

"certification period" means, any of the following periods:

(a) 1st April 2013 to 30th June 2015;

(b) 1st July 2015 to 30th June 2017;

(c) 1st July 2017 to 30th June 2019;

(d) 1st July 2019 to 30th June 2021;

(e) 1st July 2021 to 30th June 2023; or

(f) 1st July 2023 to 31st March 2025.

"charges" means charges due to the Administrator under the charging scheme;

"charging scheme" means the Climate Change Agreements Charges Scheme 2012 made by the Administrator or any replacement or revision of that charging scheme;

"emissions" means the total emissions in tCO_2 equivalent for a target period;

"facility" means a facility within the meaning of paragraph 50(2) to (6) of Schedule 6 to the Act;

"facility number" means the unique identification number of a facility set out in schedule 4 of this Agreement;

"greenfield facility" means a facility which started to carry out the process by virtue of which it is a facility within the meaning of paragraph 50 of Schedule 6 during the 12 month period ending on the date the operator applies for the facility to be covered by an agreement;

"Novem ratio target" has the meaning set out in the technical annex;

"operator" means a party to an underlying agreement other than the Administrator;

"personal information" means:

a) the address of the registered office of the sector association or operator;

b) the name, address and email address of:

i) in the case of a sector association, a person who can be contacted in respect of the sector association;

ii) in the case of an Operator, the responsible person; and

c) the name, address and email address of a person who can be contacted in respect of the facility or each facility covered by an agreement;

"the Register" means the electronic system established and operated by the Administrator for the administration of agreements;

"the Regulations" means the Climate Change Agreements (Administration) Regulations 2012 S.I. 2012/1976, as amended by S.I. 2013/508, S.I. 2016/1189 and S.I. 2020/958;

"Rule or Rules" means the Rules for the Operation of Climate Change Agreements or any of them set out in Schedule 1 to this Agreement as varied from time to time;

"Schedule 6" means Schedule 6 to the Finance Act 2000;

"sector" means the sector consisting of facilities which are covered by the same umbrella agreement;

"sector association" means the party to this agreement other than the Administrator;

"sector commitment" means the commitment set out in Schedule 5 of the umbrella agreement, as varied from time to time;

"surplus" means the amount by which the emissions have fallen below the target for any target period;

"target" (for a target period) means the percentage improvement in energy efficiency or carbon efficiency from the base year (for that target period) applicable to the target unit, set out in Schedule 6 to the underlying agreement, as varied from time to time;

"target period 1" means the target period from 1st January 2013 to 31st December 2014;

"target period 2" means the target period from 1st January 2015 to 31st December 2016;

"target period 3" means the target period from 1st January 2017 to 31st December 2018;

"target period 4" means the target period from 1st January 2019 to 31st December 2020;

"target period 5" means the target period from 1st January 2021 to 31st December 2022;

"target unit" means a facility or group of facilities to which an underlying agreement applies;

"tCO_2 equivalent" means tonnes of carbon dioxide equivalent;

"technical annex" means the technical annex to this Agreement dated 18 December 2020 and published by the Administrator or the Secretary of State available via the Administrator's website;

"throughput" means the measure of production, or factor related to production, used to determine the relationship between the amount of energy used by the target unit and the levels of activity of the target unit, as set out in Schedule 6 to an underlying agreement;

"the Tribunal" means the First-tier Tribunal established under the Tribunal Courts and Enforcement Act 2007[1];

"umbrella agreement" means, as the context requires, either:

a) this agreement; or

b) an agreement that is an umbrella agreement for the purposes of paragraph 48 of Schedule 6 to the Act;

"underlying agreement" means an agreement that is an underlying agreement for the purposes of paragraph 48 or Schedule 6 to the Act.

1.2 Other words and expressions used in this Agreement have the same meaning as they bear in Schedule 6 to the Finance Act 2000 or the Regulations.

2. FACILITIES TO WHICH THIS AGREEMENT APPLIES

2.1 This Agreement applies to the facilities set out in Schedule 4.

2.2 A facility belongs to the sector if it is a facility which undertakes one or more of the activities set out in Schedule 3.

3. SECTOR COMMITMENT

3.1 The sector commitment for the sector to which this Agreement applies is set out in Schedule 5 to this Agreement, as varied from time to time.

3.2 N/A.

3.3 The sector commitment and associated targets may be varied to take into consideration target period 5 in accordance with the procedure set out in Rule 12.

[1] Appeals are assigned to the General Regulatory Chamber of the First-tier Tribunal by virtue of article 3(a) of the First-tier Tribunal and Upper Tribunal (Chambers) Order 2010 (S.I. 2010/2655). The Tribunal Procedure (First-tier Tribunal) (General Regulatory Chamber) Rules 2009 (S.I. 2009/1976) sets out procedural rules relating to such appeals.

4. THE RULES

4.1 Schedule 1 to this Agreement which sets out the Rules for the operation of Climate Change Agreements has effect.

4.2 The Sector Association agrees to comply with the Rules.

5. DURATION AND TERMINATION OF THIS AGREEMENT

5.1 Subject to clause 5.2 below, this Agreement takes effect on 1st April 2013 or, if later, the date on which this Agreement is first activated by the Administrator, and ends on 31st March 2025.

5.2 This Agreement may be terminated before 31st March 2025:

5.2.1 at any time by a notice served on the Administrator by the Sector Association giving at least 20 working days' notice; or

5.2.2 in accordance with the Regulations.

5.3 Any variation to this Agreement made under regulation 14A of the Regulations in respect of target period 5 takes effect on 1st January 2021 or, if later, the date on which the variation is activated by the Administrator.

6. VARIATION OF AGREEMENT

6.1 Subject to clauses 3.2, 3.3, 6.2 and 6.3, this Agreement may be varied at any time if agreed between the Administrator and the Sector Association.

6.2 The facilities to which this Agreement applies may be varied in accordance with Rules 9 and 10.

6.3 Under the power in regulation 14A of the Regulations, this Agreement may be varied by the Administrator to take account of changes in the terms specified by the Regulations from time to time as terms which must be included in Agreements.

7. COLLECTION OF CHARGES

7.1 The parties agree that the Administrator shall not be liable to pay any expenses of the Sector Association in connection with or arising out of the collection of charges under Rule 16, nor to indemnify or remunerate the Sector Association in connection with the collection of charges.

Signed by authority of the Environment Agency:

Karl Sydney
Operations Manager (Energy Efficiency)

Signed on behalf of the Sector Association:

Emma Fryer
Associate Director

SCHEDULE 1
RULES FOR THE OPERATION OF CLIMATE CHANGE AGREEMENTS

1. OBLIGATIONS OF A SECTOR ASSOCIATION AND OF AN OPERATOR

1.1 An Operator and a Sector Association must:

1.1.1 supply such information to the Administrator as the Administrator may request in connection with an agreement, by the date specified in the request;

1.1.2 notify the Administrator of any changes to its personal information within 20 working days of the change;

1.1.3 co-operate with any person appointed by the Administrator to undertake an independent audit of information provided to the Administrator; and

1.1.4 comply with the provisions of the charging scheme. If a charge remains unpaid after the date on which it is due, it may be recovered by the Administrator as a civil debt.

2. OBLIGATIONS OF A SECTOR ASSOCIATION

2.1 Following the setting of the sector commitment by the Secretary of State or following a variation in respect of a new sector commitment for target period 5 under Rule 12.2, a Sector Association must distribute the sector commitment between each target unit under the umbrella agreement.

3. OBLIGATIONS OF AN OPERATOR

3.1 An Operator must:

3.1.1 notify the Administrator and the Sector Association within 20 working days of the date when the Operator has reason to believe that a facility covered by an underlying agreement may not be eligible for inclusion in the underlying agreement;

3.1.2 notify the Administrator within 20 working days of becoming aware of any structural change or other change set out in the technical annex which may give rise to a variation to the target in accordance with Rule 11;

3.1.3 notify the Administrator within 20 working days of discovering any error in the data provided to the Administrator for the base year;

3.1.4 provide to the Administrator on or before 1st May following the end of a target period such information as has been requested by the Administrator in order to determine whether progress towards meeting the target is, or is likely to be, taken to be satisfactory;

3.1.5 provide any other information requested at any time by the Administrator by the date specified in the request to enable the Administrator to determine that:

(a) the target has been met; or

(b) the Operator is complying with the terms of the underlying agreement;

3.1.6 notify the Administrator within 20 working days of the Operator or a facility in a target unit becoming a firm in difficulty, within the meaning of the European Commission Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty (2014/C 249/01);

3.1.7 provide the responsible person with full authority to carry out his or her functions, including authorisation to accept on behalf of the Operator the service of any notice; and

3.1.8 provide a current UK postal address and an operational email address of the responsible person for service of any notice.

3.2 If the Administrator enters into an underlying agreement before a target has been agreed, conditional upon the Operator providing sufficient information within a specified period in order to set the target for the target unit, the Operator must supply any data requested by the Administrator within the period specified by the Administrator on energy use and throughput of the target unit.

4. OPERATION OF THE REGISTER

4.1 Subject to Rules 4.2 and 4.3, to the extent possible, a Sector Association and an Operator must communicate with the Administrator using the Register.

4.2 Until a Sector Association and an Operator have been notified by the Administrator that the Operator is able to operate an account on its own behalf, an Operator must provide all information to the Sector Association to comply with the obligations of an Operator under an underlying agreement. The Sector Association must then operate the Register on behalf of the Operator to provide the information to the Administrator.

4.3 After receiving notification from the Administrator that an Operator is able to operate an account on its own behalf, an Operator must notify the Administrator if it wishes to access its account directly to comply with its obligations under an underlying agreement. If an Operator makes such notification, the Operator must then operate the Register on its own behalf in order to comply with its obligations under an underlying agreement. If an Operator does not make such notification, the Operator must continue to provide all information to the Sector Association to comply with the obligations of an Operator under an underlying agreement and the Sector Association must continue to operate the Register on behalf of the Operator to provide information to the Administrator.

5. CERTIFICATION OF A FACILITY

5.1 The Administrator must certify that a facility is covered by an agreement from the date on which an underlying agreement takes effect to the end of the first certification period. The first certification period in respect of new agreements that take effect on or after 1st January 2021 is provided for in Rule 5A.

5.2 The Administrator must certify that a facility is covered by an agreement for any subsequent certification period other than the certification period in which the underlying agreement is first

activated, where it appears to the Administrator that progress made in the immediately preceding certification period, whether under the underlying agreement or under any previous underlying agreement, towards meeting targets set for the target unit is, or is likely to be, satisfactory.

5.3 For the purposes of this Rule, progress made in the immediately preceding certification period towards meeting targets set for the target unit is, or is likely to be satisfactory only where condition 1 and condition 2 are satisfied.

5.4 Condition 1 is that:

5.4.1 the target set for the target unit for the relevant target period is met, in accordance with Rule 6; or

5.4.2 if the target set for the target unit has not been met, the target unit has paid the buy-out fee in accordance with Rule 7.

5.5 Condition 2 is that obligations imposed under or by virtue of regulations made for the purpose of implementing the Greenhouse Gas Emissions Trading Scheme Regulations 2012, as amended from time to time, have been complied with in respect of each facility comprising the target unit.

5.6 If:

5.6.1 a target unit has failed to meet its target in accordance with Rule 6 and the Operator has failed to pay the buy-out fee in accordance with Rule 7;

5.6.2 obligations imposed under or by virtue of regulations made for the purpose of implementing the Greenhouse Gas Emissions Trading Scheme Regulations 2012, as amended from time to time, have not been complied with in respect of any facility in a target unit; or

5.6.3 the underlying agreement or umbrella agreement is terminated in accordance with Regulation 17(3) or Regulation 18,

the Administrator must not certify that the facility or facilities comprising the target unit are covered by an agreement or, where a certificate has been issued, the Administrator must vary the certificate in accordance with paragraph 45 of Schedule 6.

5.7 If:

5.7.1 a facility is not or ceases to be eligible for inclusion in an agreement; or

5.7.2 a facility is excluded from an underlying agreement under Rule 10;

the Administrator must not certify that the facility is covered by an agreement or, where a certificate has been issued, the Administrator must vary the certificate in accordance with paragraph 45 of Schedule 6.

5.8 If the information supplied to the Administrator is insufficient to determine whether:

5.8.1 the target for the target period has been met; or

5.8.2 obligations imposed under or by virtue of regulations made for the purpose of implementing the Greenhouse Gas Emissions Trading Scheme Regulations 2012, as

amended from time to time, have been complied with in respect of each facility comprising the target unit;

the Administrator may refuse to certify that the facility or facilities are covered by an agreement or, where a certificate has been issued, the Administrator may vary that certificate in accordance with paragraph 45 of Schedule 6.

5.9 Subject to Rule 5.10, if the Administrator does not certify a facility or varies a certificate that has been issued, the Administrator must serve a decision notice on the Sector Association and the Operator of the facility setting out the reasons for the decision, unless a notice of termination has already been served.

5.10 The Administrator is not required to serve a decision notice where a facility has been certified under this Rule and it is subsequently discovered that the target unit for the relevant target period had not been met because of an error in the information originally supplied to the Administrator provided that:

5.10.1 the Sector Association and the Operator have satisfied the Administrator that the error was unintentional; and

5.10.2 the Operator has paid any buy-out fee in accordance with Rule 7.

5A. FIRST CERTIFICATION PERIOD

5A.1 This rule applies in respect of any new agreements first activated after the coming into force of SI 2020/958.

5A.2 The first certification period that applies to the facilities covered by this Agreement begins on the date on which the Administrator activates the Agreement and ends on 30th June 2021.

5A.3 The subsequent certification periods are:

5A.3.1 1st July 2021 to 30th June 2023;

5A.3.2 1st July 2023 to 31st March 2025.

6. MEETING THE TARGET

6.1 A target unit meets its target for the purpose of Rule 5 if it meets or exceeds the percentage improvement in energy efficiency or carbon efficiency from the base year set out in Schedule 6 to the underlying agreement.

6.2 The Administrator must determine whether the target has been met in accordance with the principles, methodologies and procedures set out in the technical annex.

6.3 An Operator must notify the Administrator on or before 31st January in the year following the end of a target period of any circumstances which may give rise to an adjustment to the target for the previous target period, as set out in the technical annex.

6.4 If an Operator makes a notification under Rule 6.3, the Administrator may adjust the previous target in accordance with the principles, methodologies and calculations set out in the technical annex and must serve a notice on the Operator, setting out:

6.4.1 whether or not it had decided to vary the target; and

6.4.2 any revised target (as varied) for the target unit.

7. BUY-OUT MECHANISM

7.1 If the administrator finds that the target unit has failed to meet its targets:

7.1.1 at any time in the period beginning with 1st May in the year following the end of a target period and ending immediately before the first day of the next certification period; or

7.1.2 at any other time,

the obligation to make progress towards meeting targets may instead be satisfied by the payment to the administrator of a fee in accordance with Rule 7.2.

7.2 If Rule 7.1 applies, the administrator must serve a notice on the Operator containing the following information:

7.2.1 that the target unit has failed to meet its target;

7.2.2 the fee to be paid, calculated in accordance with Rule 7.3 or Rule 7.4;

7.2.3 the date by which the fee must be paid, determined in accordance with Rule 7.5 or Rule 7.6;

7.2.4 to whom the fee must be paid;

7.2.5 how the fee is to be paid; and

7.2.6 that failure to pay the fee in accordance with the notice will result in the issue of a variation certificate in accordance with paragraph 45 of Schedule 6.

7.3 If Rule 7.1.1 applies, the amount of the fee is:

$$A \times (W - S)$$

Where:

(a) A is £12 where the finding is of a failure to meet a target for target period 1 or target period 2, £14 where the finding is of a failure to meet a target for target period 3 or target period 4, or £18 where the finding is of a failure to meet a target for target period 5;

(b) W in units of tCO_2 equivalent represents the amount by which the emissions for the target period exceed the target;

(c) S, for target periods 1 to 4, in units of tCO_2 equivalent represents any surplus; and

(d) S, for target period 5, is zero.

7.4 If Rule 7.1.2 applies, the amount of the fee is:

$$A \times W$$

Where:

(a) A is £12 where the finding is of a failure to meet a target for target period 1 or target period 2, £14 where the finding is of a failure to meet a target for target period 3 or target period 4, or £18 where the finding is of a failure to meet a target for target period 5;

(b) W in units of tCO_2 equivalent represents the amount by which the emissions for the target period exceed the target.

7.5 If Rule 7.1.1 applies, the fee must be paid on or before 1st July in the year in which the target unit is found to have failed to meet its targets.

7.6 If Rule 7.1.2 applies, the fee must be paid within 30 working days beginning with the date of the notice.

7.7 Payment of the fee is deemed to have been made when the person to whom the fee must be paid as specified in the notice receives full cleared funds.

7.8 For the purposes of calculating the buy-out fee under this Rule and for calculating the amount of any surplus, the Administrator must calculate the difference between the target for the target period and the actual performance achieved during the target period, where the target and the actual performance achieved are expressed in the same units, and convert any difference between the two into a quantity of carbon dioxide equivalent, expressed in units of tCO_2 equivalent, using the principles, methodologies and calculations set out in the technical annex.

8. SURPLUS

8.1 If a facility is excluded from a target unit, the Operator must determine how any surplus should be distributed between the facilities that have been excluded from the target unit and the facilities remaining in the target unit and must notify the Administrator of the redistribution within 20 working days of the facility being excluded from the target unit.

8.2 If an Operator fails to notify the Administrator of the redistribution in accordance with Rule 8.1 any surplus remains with the facilities remaining in the target unit.

8.3 If facilities join a target unit, any surplus attributable to those joining facilities may be used by the target unit as a whole.

9. VARIATION BY INCLUSION OF ADDITIONAL FACILITIES

9.1 A facility which is not already included in another umbrella agreement is eligible at any time to be considered for inclusion in an umbrella agreement where:

9.1.1 it is a facility within the meaning of paragraph 50 of Schedule 6; and

9.1.2 it is a facility undertaking the activities set out in Schedule 3 to an umbrella agreement.

9.2 A facility which is not already included in another underlying agreement is eligible at any time to be considered for inclusion in an underlying agreement where:

9.2.1 it is a facility within the meaning of paragraph 50 of Schedule 6;

9.2.2 it is a facility undertaking the activities set out in Schedule 3 to an umbrella agreement; and

9.2.3 it has the same operator as the operator of the underlying agreement under which it will be included, as set out in the technical annex.

9.3 A facility which is already included in another underlying agreement is eligible to be considered for inclusion in a different underlying agreement on or before 30th September 2013 where:

9.3.1 it is a facility within the meaning of paragraph 50 of Schedule 6;

9.3.2 it is a facility undertaking the activities set out in Schedule 3 to an umbrella agreement; and

9.3.3 it has the same operator as the operator of the underlying agreement under which it will be included, as set out in the technical annex.

9.4 A facility which is already included in another underlying agreement is eligible to be considered for inclusion in a different underlying agreement on or after 1st October 2013 where:

9.4.1 it is a facility within the meaning of paragraph 50 of Schedule 6;

9.4.2 it is a facility undertaking the activities set out in Schedule 3 to an umbrella agreement;

9.4.3 it has the same operator as the operator of the underlying agreement under which it will be included, as set out in the technical annex; and

9.4.4 there has been a change of operator of the facility, or to allow a new entrant to be grouped into an existing agreement as part of the amendments window in 2021.

9.5 An additional facility cannot be added to an umbrella agreement unless the Administrator has determined that a facility is eligible and makes a variation to the umbrella agreement to add that facility to the scheme by 31st March 2021.

9.6 The Administrator may vary the target of a target unit to take account of the inclusion of additional facilities following the principles, methodologies and calculations set out in the technical annex.

9.7 If a Sector Association wishes to add an additional facility to an umbrella agreement or an Operator wishes to add an additional facility to an underlying agreement in accordance with Rule 9.5, the Sector Association or the Operator must notify the Administrator setting out:

9.7.1 the name of the Operator of the facility;

9.7.2 the address of the facility;

9.7.3 a description of the facility;

9.7.4 such information as will enable the Administrator to reach a decision on establishing eligibility of the facility, as requested by the Administrator; and

9.7.5 such information as will enable the Administrator to determine the revised target for the target unit, as requested by the Administrator.

9.8 If the Administrator receives a notification under Rule 9.7, the Administrator must serve a notice on the Operator, copied to the Sector Association:

9.8.1 consenting to include the additional facility in an umbrella agreement or an underlying agreement and setting out whether or not it has decided to vary the target, and if so, the revised target (as varied) for the target unit;

9.8.2 refusing consent to include the facility in an umbrella agreement or an underlying agreement, giving reasons for the decision; or

9.8.3 requesting such further information as is required in order to establish eligibility of the facility or reach a decision on the target for the facility.

10. VARIATION BY EXCLUSION OF FACILITIES

10.1 If a Sector Association or an Operator wishes to exclude a facility, or part of it, from an umbrella agreement or an underlying agreement, it must notify the Administrator of the proposed exclusion, setting out:

10.1.1 the name of the Operator of the facility;

10.1.2 the facility number, or a description of the part that is to be excluded; and

10.1.3 the reason for the exclusion.

10.2 If:

10.2.1 a Sector Association or an Operator has notified the Administrator that it wishes to exclude a facility under Rule 10.1; or

10.2.2 the Administrator has terminated an agreement so far as it relates to an individual facility under Regulation 17(4),

the Administrator may vary the target to take account of the exclusion or termination following the principles, methodologies and calculations set out in the technical annex, and may request such information from the Sector Association or the Operator as it requires in order to determine the revised target.

10.3 If the Administrator decides to vary or not to vary the target under Rule 10.2, it must serve a notice on the Operator, copied to the Sector Association, setting out whether or not it has decided to vary the target, and if so the revised target (as varied) for the target unit.

11. VARIATION OF TARGETS IN OTHER CIRCUMSTANCES

11.1 The Administrator may vary the target to take account of:

11.1.1 any structural changes or other changes to the target unit which the Operator must notify to the Administrator under Rule 3.1.2;

11.1.2 any errors in the data provided to the Administrator for the base year; or

11.1.3 in respect of a target unit which has a Novem ratio target, the removal of a product produced in the target period which was produced in the base year,

following the principles, methodologies and calculations set out in the technical annex.

11.2 The Administrator may request any information of a Sector Association or an Operator as it requires in order to determine the revised target under Rule 11.1.

11.3 If the Administrator decides to vary or not to vary a target under Rule 11.1, it must serve a notice on the Operator, copied to the Sector Association, setting out:

11.3.1 whether or not it has decided to vary the target; and

11.3.2 any revised target (as varied) for the target unit.

12. ADDITION OF SECTOR COMMITMENT FOR TARGET PERIOD 5

12.1 In accordance with clause 3.3, the Secretary of State may issue a direction to the Administrator that the new sector commitment for target period 5 be added to this Agreement. The Administrator must then serve a variation notice on the Sector Association.

12.2 The variation notice must state:

12.2.1 the agreed variation; and

12.2.2 the date from which the agreed variation will take effect.

12.3 The Sector Association must, within 20 working days of receipt of a variation notice, serve notice on the Administrator setting out the proposed distribution of the new target period 5 sector commitment between each target unit under the umbrella agreement.

12.4 The Administrator must:

12.4.1 agree to the proposed distribution and vary the targets of each target unit accordingly;

12.4.2 request further information in relation to the proposed distribution; or

12.4.3 refuse the proposed distribution and propose an alternative distribution, giving reasons for the decision.

13. RIGHT OF APPEAL

13.1 If the Administrator:

13.1.1 decides not to certify a facility or to vary a certificate which has been issued;

13.1.2 serves a notice imposing a buy-out fee under Rule 7 upon determining that a target unit has failed to meet its target; or

13.1.3 decides to vary or not to vary the target for a target unit,

the Operator may appeal to the Tribunal against the decision.

13.2 In respect of an Operator which enters into an agreement after 1st April 2013, the Operator may appeal to the Tribunal against the target that has been set for the target unit by the Administrator.

13.3 For the purposes of Rule 13.2, the date on which notice of the decision is deemed to have been sent to the Operator is the later of the date the agreement is entered into or the date the Administrator sends notice to the Operator of the target for the target unit.

13.4 The grounds on which an Operator may appeal under Rule 13.1 and 13.2 are:

13.4.1 that the decision was based on an error of fact;

13.4.2 that the decision was wrong in law;

13.4.3 that the decision was unreasonable;

13.4.4 any other reason.

13.5 The bringing of an appeal suspends the effect of the decision pending final determination by the Tribunal of the appeal or its withdrawal.

13.6 On determining an appeal under these Rules the Tribunal must either:

13.6.1 affirm the decision;

13.6.2 quash the decision; or

13.6.3 vary the decision.

14. RECORDS AND INFORMATION

14.1 A Sector Association and an Operator must retain records of all information required to be supplied to the Administrator under these Rules.

14.2 In particular, an Operator must retain:

14.2.1 sufficient records to allow the Administrator to verify whether a target unit has met its target, including sufficient records to allow the accurate verification of throughput and annual consumption of energy of a target unit; and

14.2.2 records of energy saving actions and measures implemented during each target period.

14.3 A Sector Association and an Operator must make all records which it is required to retain under these Rules available for inspection by the Administrator or a person appointed by the Administrator and must provide copies of such records in response to a request by the date specified in the request.

14.4 All records required to be retained under these Rules must be retained throughout the duration of an agreement and for a period of four years following the termination of an agreement.

15. PUBLICATION AND DISCLOSURE OF INFORMATION

15.1 The Administrator must publish such information as required under the Regulations.

15.2 In respect of the disclosure of information other than disclosure of information required to be published under the Regulations, information supplied by a Sector Association or an Operator to the Administrator or the Secretary of State, to any agent of the Administrator or the Secretary of State, or to any person appointed by the Administrator or Secretary of State to carry out an independent audit, may be disclosed without the consent of the Sector Association or Operator, where such disclosure is:

15.2.1 by the Administrator to the Secretary of State, for any purpose connected with the functions of the Secretary of State;

15.2.2 by the Secretary of State to the Administrator, for any purpose connected with the functions of the Administrator;

15.2.3 to a relevant authority, for any purpose connected with the functions of the relevant authority;

15.2.4 to any person appointed by the Administrator or the Secretary of State to carry out an independent audit;

15.2.5 to an adjudicator appointed under these Rules;

15.2.6 to any person appointed by the Administrator or the Secretary of State to act as agent, consultant, adviser or contractor to the Administrator or the Secretary of State, in connection with the functions of the Administrator of the Secretary of State;

15.2.7 necessary for the purpose of or in connection with any legal proceedings, including the obtaining of legal advice;

15.2.8 required to comply with any Act of Parliament or subordinate legislation made under an Act of Parliament, including requests made under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004; or

15.2.9 required to meet any obligation to the European Union.

15.3 A relevant authority referred to in this Rule means:

15.3.1 either House of Parliament including any committee of either or both Houses;

15.3.2 any Government department;

15.3.3 the European Commission;

15.3.4 the Committee on Climate Change;

15.3.5 the Commissioners of Her Majesty’s Revenue and Customs;

15.3.6 a person or body prescribed by or appointed under Part I of the Environmental Protection Act 1990 or regulations made under section 2 of the Pollution Prevention and Control Act 1999 or any corresponding legislation for Northern Ireland;

15.3.7 any regulator appointed under section 54 of the Competition Act 1998; or

15.3.8 any other public body, regulatory agency or government advisory body, where in the absolute discretion of the Administrator or the Secretary of State, as appropriate, the Administrator or Secretary of State considers that it would be obliged to disclose such information in response to a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, if such a request were made.

16. COLLECTION OF CHARGES

16.1 A Sector Association may request the consent of the Administrator to collect charges due from Operators to the Administrator in respect of facilities under the charging scheme.

16.2 If a Sector Association wishes to collect charges due from an Operator to the Administrator under the charging scheme, the Sector Association may serve a notice in writing on the Administrator by the last working day in February in the calendar year in which the charges fall due.

16.3 A notice served under Rule 16.2 must specify the facilities in respect of which the Sector Association intends to collect charges, being not fewer than 50% of the facilities covered by an umbrella agreement.

16.4 Following receipt of the notice, the Administrator must:

16.4.1 consent to the Sector Association collecting charges; or

16.4.2 refuse consent to the Sector Association collecting charges, giving reasons for the decision.

16.5 If the Administrator consents to the Sector Association collecting charges the Sector Association must:

16.5.1 itemise charges separately in any invoices that it issues in respect of charges;

16.5.2 collect and remit all charges collected to the Administrator without deduction or set off by the last working day in September in each year;

16.5.3 prepare an annual report to the Administrator by the last working day in October in the year in which it has collected charges setting out which Operators it has collected charges from and which Operators have failed to pay charges due to the Sector Association.

16.6 A Sector Association must not actively pursue any outstanding charges after the last working day in September in any year in which they fall due. If a Sector Association receives charges after this date the Sector Association must accept the payment and remit this to the Environment Agency along with information identifying the Operator making the payment.

16.7 If a Sector Association fails to comply with any of its obligations under this Rule the Administrator may serve a notice on the Sector Association that consent to the Sector Association continuing to collect charges is withdrawn at the expiry of 20 working days from the date of the notice.

17. SERVICE OF NOTICES

17.1 Any notice served under these Rules must be in writing and may be served by sending it by post or electronically.

17.2 The address for the service of all notices on the Administrator is:

Postal: Environment Agency
Richard Fairclough House
Knutsford Road, Latchford,
Warrington,
Cheshire, WA4 1HT

Electronic: CCA-operations@environment-agency.gov.uk

17.3 The address for the service of all notices on the Sector Association is the address of the person set out in Schedule 2 to the umbrella agreement.

17.4 The address for the service of all notices on the Operator is the address of the responsible person.

SCHEDULE 2
THE SECTOR ASSOCIATION

Information Technology Telecommunications and Electronics Association (techUK)
Which represents facilities that belong to the Data Centres sector.

Whose address for service of all notices under this Agreement is

By post:
10 St Bride Street
London
EC4A 4AD
England

Electronically:
emma.fryer@techuk.org

SCHEDULE 3
THE SECTOR

ACTIVITIES UNDERTAKEN BY A FACILITY FALLING WITHIN THE SECTOR

The business activity is the leasing or licensing of a data facility which is being used as a data centre.
“data facility” means a room, or rooms sharing the same electricity supply circuit, occupied mainly or exclusively by computer equipment which is enabled to transfer data electronically, and where in respect of the room or rooms—

(a) the temperature and humidity is regulated in connection with the operation of the computer equipment;
(b) the electricity supply is at least 200kW; and
(c) electricity is supplied by a back-up electricity supply when the mains supply is interrupted.

SCHEDULE 4
LIST OF FACILITIES

Facility Identifier	Operator name	Site Name	Facility Address
DATC/F00001	NEXT GENERATION DATA LIMITED	CELTIC TECHNOLOGY CENTRE	CELTIC WAY,, CELTIC LAKES, NEWPORT, GWENT, NP10 8BE, Wales
DATC/F00002	Six Degrees Technology Group Limited	Studley	Birmingham Road , Studley , Warwickshire , B80 7BG , England
DATC/F00003	Six Degrees Technology Group Limited	London1	Anchor and Hope Lane , London , SE7 7SQ , England
DATC/F00004	Digital Realty (UK) Limited	Phoenix House, Cressex	Coronation Road , Cressex Industrial Park , High Wycombe , HP12 3TA , England
DATC/F00005	Digital Realty (UK) Limited	Unit 3, Redhill	3 St. Anne's Boulevard , Redhill , Surrey , RH1 1AX , England
DATC/F00006	Digital Realty (UK) Limited	Reynolds House, Manchester	Phoenix Way , Birley Fields , Manchester , M15 5RN , England
DATC/F00007	Digital Realty (UK) Limited	Fountain Court, Chessington	Cox Lane , Chessington , Surrey , KT9 1SJ , England
DATC/F00008	Digital Realty (UK) Limited	Unit B, ProLogis Park	Greenland Way , Croydon , London , CR0 4TD , England
DATC/F00009	Digital Realty (UK) Limited	The Chess Building, Watford	Caxton Way , Watford , Hertfordshire , WD18 8UA , England
DATC/F00010	Digital Realty (UK) Limited	Unit 21, Goldsworth Park Trading Estate	Kestral Way , Woking , Surrey , GU21 3BA , England
DATC/F00011	Cyxtera Technology UK Limited	LO1 & LO5	628-630 Ajax Avenue , Slough , Berkshire , SL1 4DG , England
DATC/F00012	Cyxtera Technology UK Limited	LO3	7 Greenwich View Place, Milharbour , London , E14 9NN , England
DATC/F00013	Cyxtera Technology UK Limited	LO6	Eskdale Road, Winnersh Triangle , Wokingham , Berkshire , RG41 5TS , England
DATC/F00014	Global Switch Limited	Global Switch London North	240 East India Dock Road, London, E14 9YY, England
DATC/F00015	Global Switch Limited	Global Switch London East	3 Nutmeg Lane, London, E14 2AX, England
DATC/F00016	Sungard Availability Services (UK) Limited	LTC	Unit B, Heathrow Corporate Park, , Green Lane, Hounslow, Middlesex, TW4 6ER, England
DATC/F00017	Sungard Availability Services (UK) Limited	TC4	Unit J1, Lowfields Way,, Lowfields Business Park, Elland, Yorkshire, HX5 9DA, England
DATC/F00018	Sungard Availability Services (UK) Limited	TC5	Laburnum House, Laburnum Road, Bournville, Birmingham, B30 2BD, England

DATC/F00019	TATA Communications (UK) Limited	Stratford IDC	78-102 The Broadway, Stratford, London, E15 1NG, England
DATC/F00020	TATA Communications (UK) Limited	Highbridge IDC	Lawrence Close, Isleport Business Park, Highbridge, Somerset, TA9 4JP, England
DATC/F00021	Unisys Limited	St Just House	St Just House, Sunrise Parkway, Linford Wood, Milton Keynes, Buckinghamshire, MK14 6PP, England
DATC/F00023	Vodafone Ltd	Swindon Data Centre	Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6LA, England
DATC/F00024	Vodafone Ltd	Brentford Data Centre	Great West Plaza, Riverbank Way, London, TW8 9DS, England
DATC/F00025	Vodafone Ltd	Gotts Road Data Centre	Wellington Bridge Industrial Estate, Gotts Road, Leeds, West Yorkshire, LS12 1AD, England
DATC/F00026	Vodafone Ltd	Melbourne Street Data Centre	The White House,, Sheepscar, Leeds, West Yorkshire, LS2 7PS, England
DATC/F00027	Vodafone Ltd	Watford Data Centre Unit 5&6	Unit 5, , Imperial Way, Watford, Hertfordshire, WD24 4 PD, England
DATC/F00028	Vodafone Ltd	Uxbridge Data Centre	Prologis Park, Stockley Park, , West Drayton,, Uxbridge, Hertfordshire, UB7 9BN, England
DATC/F00029	Vodafone Ltd	Park Royal	Unit 5-9 Matrix Industrial Park, 900 Coronation Road, London, NW10 7PQ, England
DATC/F00030	Enfield DC Service Company Ltd	Virtus London1 (Enfield)	Unit 3, Trade City, 13 Crown Road, Enfield, London, EN1 1TX, England
DATC/F00031	Equinix (UK) Limited	LD5 SLOUGH	8 Buckingham Avenue, Slough Trading Estate, London, SL1 4AX, England
DATC/F00032	Equinix (UK) Limited	LD4 SLOUGH	2 Buckingham Avenue, Slough Trading Estate, London, SL1 4NB, England
DATC/F00034	Equinix (UK) Limited	LD3 - Park Royal	Unit 11, , Matrix, Coronation Road, London, NW10 7PH, England
DATC/F00037	Pulsant Limited	Pulsant Reading 1	Unit 53 Suttons Business Park, Reading, Berkshire, RG6 1AZ, England
DATC/F00038	Pulsant Limited	Pulsant Reading 2	Unit 50 Suttons Business Park, Reading, Berkshire, RG6 1AZ, England
DATC/F00039	Pulsant Limited	Pulsant Maidenhead 1	Madge House, Priors Way Industrial Estate, Maidenhead, Berkshire, SL6 2HP, England
DATC/F00040	Pulsant Limited	Pulsant Maidenhead 2&3	Units 2&3, Priors Way Industrial Estate, Maidenhead, Berkshire, SL6 2HP, England
DATC/F00041	Pulsant Limited	Pulsant Milton Keynes	St Neots House, Rockingham Drive, Linford Wood East, Milton Keynes, Buckinghamshire, MK14 6LY, England

DATC/F00042	Pulsant Limited	Pulsant South London	Units 35 to 37, Imperial Way, Croydon, Sussex, CR0 4RR, England
DATC/F00043	Pulsant Limited	Pulsant Newbridge	Unit 7 Claylands Road, Newbridge Industrial Estate, Edinburgh, EH28 8LF, Scotland
DATC/F00044	Pulsant Limited	Pulsant South Gyle 1	Units 2 & 3, The ClockTower Estate,, South Gyle Cresent, Edinburgh, EH12 9LB, Scotland
DATC/F00045	Pulsant Limited	Pulsant South Gyle 2	Unit 4, The ClockTower Estate,, South Gyle Cresent, Edinburgh, EH12 9LB, Scotland
DATC/F00059	Iomart Hostings Ltd	Glasgow	88 Middlesex Strreet, Glasgow, G41 1EE, Scotland
DATC/F00060	Iomart Hostings Ltd	London	Standard House, 16-22 Epworth Street, London, EC2A 4DN, England
DATC/F00061	Iomart Hostings Ltd	Nottingham	2-6 Fishgate, Nottingham, NG1 1FY, England
DATC/F00062	Iomart Hostings Ltd	Leicester	16 Berkeley Street, Lecicster, LE1 4AT, England
DATC/F00063	Iomart Hostings Ltd	Maidenhead	Spectrum House, Clivemont Road, Maidenhead, Berkshire, SL6 7FW, England
DATC/F00064	Iomart Hostings Ltd	Gosport	Unit 2/3, Frater Gate Business Park, Aerodrome Rood, Gosport, PO13 0GW, England
DATC/F00065	NTT Global Data Centers EMEA UK Ltd	Centro	3 Centro, Boundary Way, Hemel Hempstead, Herts, HP2 7SU, England
DATC/F00066	NTT Global Data Centers EMEA UK Ltd	Maylands	150 Maylands Avenue, Hemel Hempstead, Herts, HP2 7DF, England
DATC/F00067	NTT Global Data Centers EMEA UK Ltd	Ajax	665/670 Ajax Avenue, Slough Trading Estate, Slough, Berkshire, SL1 4BG, England
DATC/F00070	DATABANX LIMITED	Onyx Edinburgh	7 Bankhead Medway, Edinburgh, EH11 4BY, Scotland
DATC/F00071	DATABANX LIMITED	Onyx South Yorkshire	Unit 1, Pioneer Close, Wath-Upon-Dearne, Rotherham, South Yorkshire, S63 7JZ , England
DATC/F00074	Centurylink Communications UK Limited	Docklands	240 East India Dock Road, London, E14 9YY, England
DATC/F00075	IBM United Kingdom Limited	IBM Warwick	Birmingham Road, Warwick, Warwickshire, CV34 5JL, England
DATC/F00076	IBM United Kingdom Limited	IBM Portsmouth	North Harbour , Portsmouth , PO6 3EN, England
DATC/F00078	Ark Data Centres Limited	Spring Park: P1	Westwells Road, Corsham, Wiltshire, SN13 9GB, England
DATC/F00079	Ark Data Centres Limited	Spring Park: SQ17	Westwells Road, Corsham, Wiltshire, SN13 9GB, England
DATC/F00080	IBM United Kingdom Limited	IBM GREENFORD	GREEN PARK WAY , LONDON , MIDDX , UB6 0AD , England

DATC/F00082	Colt Data Centre Services UK Limited	WGC	20 Black Fan Road, Welwyn Garden City, Hertfordshire, AL7 1QA, England
DATC/F00083	Colt Data Centre Services UK Limited	Powergate	Powergate Business Park - Units 9 - 13 , Volt Avenue, London, NW10 6PW, England
DATC/F00084	Colt Data Centre Services UK Limited	Princes Court	Princes Court Business Centre - Unit 3, 5 and 9, London , E1 9DA, England
DATC/F00085	ARK DATA CENTRES LIMITED	CODY PARK: A101	Old Ively Road, Farnborough, Hampshire, GU14 0LL, England
DATC/F00086	ARK DATA CENTRES LIMITED	CODY PARK: A9	Old Ively Road, Farnborough, Hampshire, GU14 0LL, England
DATC/F00087	Telstra Limited	Millharbour	6 Greenwich View Place, Millharbour, London, E14 9NN, England
DATC/F00088	Fujitsu Services Limited	STE10	Babbage Road, Stevenage, Herts, SG1 2DY, England
DATC/F00089	Fujitsu Services Limited	SDC01	2-5 Western Avenue, Thurrock, Essex, RM20 3FJ, England
DATC/F00090	Fujitsu Services Limited	IRE19	Unit 4b, Glanville Road, , Belfast, BT37 0TU, Northern Ireland
DATC/F00091	Telehouse International Corporation of Europe Ltd	Telehouse	Coriander Avenue, London, E14 2AA, England
DATC/F00092	CSC Computer Sciences Ltd	Aylesford Data Centre	Unit 1 Link 20 Business Park,, Bellingham Way, Aylesford, Kent, ME20 6SP, England
DATC/F00093	CSC Computer Sciences Ltd	Sevenoaks Data Centre	Units D2,3 &4 North Downs Business Park, , Sevenoaks, Kent, TN13 2TL, England
DATC/F00094	CSC Computer Sciences Ltd	Maidstone Data Centre	Weavering Road, Maidstone, Kent, ME14 5EH, England
DATC/F00095	CSC Computer Sciences Ltd	Royal Tunbridge Wells	Spectrum House, Chapman Way, Tunbridge Wells, Kent, TN12 3EF, England
DATC/F00097	Talk Talk Telecom Group PLC	Milton Keynes	Breckland , Linford Wood , Buckinghamshire , MK14 6LB , England
DATC/F00098	TALKTALK TELECOM GROUP PLC	Birmingham	100 Great Barr Street , Birmingham , West Midlands , B9 4BB , England
DATC/F00099	TALKTALK TELECOM GROUP PLC	Manchester	Brinell House, Brinell Drive , Irlam , Manchester , M44 5BL , England
DATC/F00101	TALKTALK TELECOM GROUP PLC	Brentford 2	3 Syon Gate Way , Brentford , Middlesex , TW8 9DD , England
DATC/F00102	Interxion Carrier Hotel Limited	London Campus	11 Hanbury Street, London, Greater London, E1 6QR, England
DATC/F00103	Amito Ltd	Everest Data Centre	Unit 2 , Small Mead Road , Reading, Berkshire, RG2 0QS, England

DATC/F00104	Knowledge Limited	Onyx Silverlink	New York Way, Wallsend, Tyne and Wear, NE27 0QF, England
DATC/F00105	Zen Internet Ltd	Zen Internet Ltd	Sandbrook Park, Sandbrook Way, Rochdale, Lancashire, OL11 1RY, England
DATC/F00106	Rackspace Limited	Slough	115 Buckingham Avenue, Slough, Berkshire, SL1 4PF, England
DATC/F00107	Volta Datacentres Ltd	Volta Datacentre	36 to 43 Great Sutton Street , London, EC1V 0AB, England
DATC/F00108	Specialist Computer Centres Plc	Cole Valley Phase 1	20 Westwood Avenue, Birmingham, West Midlands, B11 2LE, England
DATC/F00109	Interoute Communications Limited	Interoute Hoddesdon	Unit 7 Geddings Road, Hoddesdon, Hertfordshire, EN11 0NT, England
DATC/F00110	Aptum Technologies (UK) Limited	Portsmouth Data Centre	Langstone Technology Park, Building 5000, Langstone Road, Havant, Hampshire, PO9 1SA, England
DATC/F00111	Node4 Limited	Node4 DC1	Unit 1A Millennium Way, Pride Park, Derby, Derbyshire, DE24 8HZ, England
DATC/F00112	Node4 Limited	Node4 DC2	Unit 1B Millennium Way, Pride Park, Derby, Derbyshire, DE24 8HZ, England
DATC/F00113	Node4 Limited	Node4 DC3	Unit 1, Normandy Park, Pope St, Normanton, Wakefield, West Yorks, WF6 2TA, England
DATC/F00114	Node4 Limited	Node4 DC4	N4, Lower Farm Road, Moulton Park, Northampton, Northamptonshire, NN3 6XF, England
DATC/F00116	Atos IT Services UK Limited	Andover Data Centre	Shepherds Spring Lane, Andover, Hampshire, SP10 1DL, England
DATC/F00117	Atos IT Services UK Limited	Birmingham Business Park	3300 Solihull Parkway, Birmingham Business Park, Birmingham, B37 7YQ, England
DATC/F00118	Atos IT Services UK Limited	Bulwell Data Centre	Blenheim Industrial Estate, Bennerley Road, Bulwell, Nottingham, NG6 8UY, England
DATC/F00119	Atos IT Services UK Limited	Livingston Data Centre	1 Appleton Place, Appleton Parkway Eliburn, Livingston, EH54 7EZ, Scotland
DATC/F00120	The Bunker Secure Hosting Limited	The Bunker	Ash Radar Station, Marshborough Road, Sandwich, Kent, CT13 0PL, England
DATC/F00121	Centurylink Communications UK Limited	Goswell Road	260-266 Goswell Road, London, EC1V 7EB, England
DATC/F00122	Centurylink Communications UK Limited	Braham Street	6 Braham Street, London, E1 8EE, England
DATC/F00123	ARK DATA CENTRES LIMITED	CODY PARK: A102	Old Ively Road, Farnborough, Hampshire, GU14 0LL, England

DATC/F00124	Ark Data Centres Limited	Spring Park: P2	Westwells Road, Corsham, Wiltshire, SN13 9GB, England
DATC/F00125	Virtus Hayes Limited	Virtus London2 (Hayes)	Hayes Road, Southall, London, UB2 5XJ, England
DATC/F00126	Datum DataCentres Limited	Datum Data Centres Limited - Farnborough	Buildings A51, A52, A54, Cody Technology Park, Ively Road, Farnborough, Hampshire, GU14 0LX, England
DATC/F00128	Digital London Limited	London 1, Bonnington House	Bonnington House, 47 Millharbour, London, E14 9TR, England
DATC/F00130	Digital London Limited	London 3, Sovereign House	Sovereign House, 227 Marsh Wall, London, E14 9SD, England
DATC/F00131	Digital London Limited	London 4, Memaco House	Meridian Gate, 215 Marsh Wall, London, E14 9FJ, England
DATC/F00132	Digital London Limited	London 7, Olivers Yard	Olivers Yard, 55-71 City Road, London, EC1Y 1HQ, England
DATC/F00133	ISDC Developments (No 2) Limited	ISDC Developments (No 2) Limited	3 King George Close, London, Essex, RM7 7PN, England
DATC/F00134	DATABANX LIMITED	Onyx Newcastle	Bridge View, 5 Stepney Lane, Newcastle upon Tyne, Tyne and Wear, NE1 6PN, England
DATC/F00135	TALKTALK TELECOM GROUP PLC	Solihull	Unit 2, Elmon Trading Estate, Bickenhill Lane, Solihull, Birmingham, B37 7HE, England
DATC/F00136	Digital London Limited	LD2 LONDON WEST	London West, Unit 1, Airport Gate, Bath Road, , West Drayton, Middlesex, UB7 0NA, England
DATC/F00137	NTT Global Data Centers EMEA UK Ltd	Campus	Spring Way, Hemel Hempstead, HP2 7TN, England
DATC/F00138	Specialist Computer Centres Plc	Fareham	Unit 18, Brunel Way , Fareham , Hampshire , PO15 5TX , England
DATC/F00139	Vocalink Limited	Site 1H	4 Cardale Park, Beckwith Head Road, Harrogate, North Yorkshire, HG3 1RY, England
DATC/F00140	Vocalink Limited	Site 2Du	Unit 17 , Humphrys Road, Dunstable, LU5 4TB, England
DATC/F00141	Vocalink Limited	Site 3De	Bank of England Print works, Langston Road, Loughton, Essex, IG10 3TN, England
DATC/F00142	Digital Realty (UK) Limited	Crawley	Unit 1, Power Avenue, Manor Royal, Crawley, RH10 9BE, England
DATC/F00143	EQUINIX (UK) LIMITED	LD8 West	8/9 Harbour Exchange Square , London , Greater London , E14 9GE, England
DATC/F00144	EQUINIX (UK) LIMITED	LD8 East	6/7 Harbour Exchange Square , London , Greater London , E14 9GE , England

DATC/F00145	EQUINIX (UK) LIMITED	LD9	Powergate Units 1 & 2, Powergate Business Park, London, Greater London , NW10 6PW , England
DATC/F00146	EQUINIX (UK) LIMITED	MA1 Williams	Unit 3 Williams House , Manchester , Greater Manchester , M15 6SE , England
DATC/F00147	EQUINIX (UK) LIMITED	MA1 Kilburn	Kilburn House , Manchester , Greater Manchester , M15 6SE , England
DATC/F00148	EQUINIX (UK) LIMITED	MA2	Reynolds House, Manchester Technopark , Manchester , Greater Manchester , M15 5RN , England
DATC/F00149	EQUINIX (UK) LIMITED	MA3	Joule House, Trafford Wharf Road , Manchester , Greater Manchester , M17 1HE , England
DATC/F00150	EQUINIX (UK) LIMITED	MA4	Unit 4 Synergy House , Manchester , Greater Manchester , M15 5SY , England
DATC/F00151	Imperium Centre Limited	Imperium Centre Limited	Gardiners Lane South, Basildon, Essex, SS14 3AP, England
DATC/F00152	EQUINIX (UK) LIMITED	LD6	352 Buckingham Avenue, Slough, Berkshire, SL1 4PF, England
DATC/F00153	ServerChoice Ltd	Gateway 1000	Units H,J & K Gateway 1000, Stevenage, Hertfordshire, SG1 2FP, England
DATC/F00154	EntServ UK Limited	Norwich DC2	5 Whiffler Road, Norwich, Norfolk, NR3 2AG, England
DATC/F00155	EntServ UK Limited	Norwich DC3	1 Brook Road, Norwich, Norfolk, NR7 0FD, England
DATC/F00156	EntServ UK Limited	Wynyard	Unit 1 Chappel Lane North, Wynyard Business Park, Billingham, North Yorkshire, TS22 5TB, England
DATC/F00157	EntServ UK Limited	Doxford	DXC Doxford Park, Unit C, Camberwell Way, Sunderland, Tyne and Wear, SR3 3XN, England
DATC/F00158	EntServ UK Limited	Mitcheldean	Building 93, , Vantage Point Business Village, Gloucestershire, GL17 0EL, England
DATC/F00159	LDeX Group Limited	LDeX1 London	Unit 8-10 Oxgate Centre, London, NW2 7JA, England
DATC/F00160	LDeX Group Limited	LDeX 2&3 Manchester	Unit 6/7 Waterside, Trafford Wharf Road, Manchester , M17 1WD, England
DATC/F00161	ARK DATA CENTRES LIMITED	CODY PARK: A103	Old Ively Road , Farnborough , Hampshire , GU14 0LH , England
DATC/F00162	4D Data Centres Limited	4D Surrey	Sirius 2, 122 Oyster Lane, Byfleet, Surrey, KT14 7JU, England

DATC/F00163	4D Data Centres Limited	4D Gatwick	17-19 Kelvin Lane, Crawley, West Sussex, RH10 9EY, England
DATC/F00164	GTP3 LLP	BHX1	10 Westley Street, Birrmingham, B9 4ER, England
DATC/F00165	Oracle Corporation UK Limited	TVP540	Thames Valley Park, Reading, Berkshire, RG6 1RA, England
DATC/F00166	ORACLE CORPORATION UK LIMITED	LLG (LLGDC1 & LLGDC2)	Blackness Road Springfield, Linlithgow, West Lothian, EH49 7LR, Scotland
DATC/F00167	123-Reg Limited	DC Leeds	Unit 5 Tristram Centre, Brown Lane West, Leeds, West Yorkshire, LS12 6BF, England
DATC/F00168	Computacenter	Romford DC	Infinity 2, 3 King George Close, Romford, Essex, RM7 7PN, England
DATC/F00170	Computacenter	Manchester DC	Unit 120, Metroplex Business Park , Salford , Greater Manchester , M50 2UW , England
DATC/F00171	Teledata UK Limited	Delta House	Delta House, Wavell Road, Wythenshawe, Manchester, M22 5QZ, England
DATC/F00172	VIRTUS Slough Limited	LONDON4	14 Liverpool Road , Slough , Berkshire , SL1 4PF , England
DATC/F00173	VIRTUS LONDON 5 Limited	LONDON5	Prologis Park , Horton Road , London , UB11 1HB , England
DATC/F00174	EQUINIX (UK) LIMITED	LD10	13 Liverpool Road , Slough , Berkshire , SL1 4QZ , England
DATC/F00175	UKFast.Net Limited	MaNOC 5,6,7	19-20 Blackmore Road, Cobra Court , Stretford, Manchester, Greater Manchester , M32 0QY , England
DATC/F00176	Daisy Communications Ltd.	Serverbank Manchester	Bank House , Manchester , Lancashire, M1 4EH , England
DATC/F00177	DAISY COMMUNICATIONS LTD.	Farnborough	B15 & B16 , Armstrong Mall, , Farnborough , GU14 0NR , England
DATC/F00178	DAISY COMMUNICATIONS LTD.	Hamilton, Glasgow	Daisy House, 4, Lister Way , Hamilton International Technology Park, Blantyre , Glasgow, G72 0FT , Scotland
DATC/F00179	DAISY COMMUNICATIONS LTD.	Wapping, London	Units 1 & 2 Princes Court, , Wapping, , London , E1W 2DA , England
DATC/F00180	DAISY COMMUNICATIONS LTD.	Birstall, Leeds	Daisy House, , Oakwell Way, Oakwell Park, , Birstall, , West Yorkshire , WF17 9LU , England
DATC/F00181	DAISY COMMUNICATIONS LTD.	Aston, Birmingham	Unit 2, Golden Cross , 220 Chester Street, Aston , Birmingham, B6 4AH , England

DATC/F00182	DAISY COMMUNICATIONS LTD.	Reading	Unit 1 Transcentral, , Bennet Road, Reading , RG2 0QX , England
DATC/F00183	Datavita Limited (Companies House SC467509)	Fortis Datacentre	York Road , Chapelhall , Lanarkshire , ML6 8HW , Scotland
DATC/F00184	M247 Ltd	M247 Ltd	Cobra Court, Ball Green , Stretford , Manchester , M32 0QT , England
DATC/F00185	IRON MOUNTAIN (UK) DATA CENTRE LIMITED	Iron Mountain - Slough	724-729 Dundee Road , Slough , Berkshire , SL1 4NB , England
DATC/F00186	REDCENTRIC SOLUTIONS Limited	London	80 Clifton St, , London , EC2A 4HB, England
DATC/F00187	REDCENTRIC SOLUTIONS LIMITED	Reading	Worton Dr, , Reading , RG2 0TD , England
DATC/F00188	SPECIALIST COMPUTER CENTRES PLC	Lyndon Place	2096 Coventry Road , Birmingham , West Midlands , B26 3YU , England
DATC/F00189	Harlow Operations Limited	KAO Data Campus	KAO Data Campus, London Road , Harlow, CM17 9NA, England
DATC/F00191	Barclays Execution Services Limited	Gloucester	Barnett Way , Barnwood , Gloucestershire , GL4 7RU , England
DATC/F00192	Barclays Execution Services Limited	Northolt	Rodwell Road , Northolt , Greater London , UB5 6AG , England
DATC/F00193	Barclays Execution Services Limited	Slough	672 Galvin Road , Slough , Berkshire , SL1 4AN , England
DATC/F00194	Indectron Ltd	Shield House	2 Crest Way, Gloucester, Gloucestershire, GL4 3DH, England
DATC/F00195	VERIZON UK LIMITED	UK4	Central Way, Feltham, TW14 0XQ, England
DATC/F00196	VERIZON UK LIMITED	UK5	2-6 St. Pancras Way, London, NW1 0QG, England
DATC/F00197	Iomart Hostings Limited	Manchester	Turing House, Archway, Manchester, M15 5RL, England
DATC/F00198	Dawn UK Holdco Limited	Dawn UK Holdco Limited dba Evoque Data Center Solutions - BHX1	Units 13a and 13b, North Moons Moat Industrial Estate , Redditch, Worcestershire , B98 9AY, England

SCHEDULE 5
THE SECTOR COMMITMENT

Sector Commitment:

Target Period	**Sector Commitment (percentage reduction from base year)**
1 January 2013 to 31 December 2014	1.000%
1 January 2015 to 31 December 2016	8.333%
1 January 2017 to 31 December 2018	13.750%
1 January 2019 to 31 December 2020	15.000%
1 January 2021 to 31 December 2022	4.539%