

Terms and Conditions for Customers participating in the Green Deal Home Improvement Fund

General

1. These Terms and Conditions constitute an agreement between you and DECC and apply to your claim for an incentive payment under the Scheme.
2. The definitions set out in Annex B shall apply to these Terms and Conditions.

Available incentive payments

3. Subject to clause 4, you may only apply for the following incentive payments in respect of a property:
 - a. 1 x Offer 1 which is equal to 75% of the total amount you have paid or will pay towards the cost of installing **internal solid wall insulation and/or external solid wall insulation**, up to a maximum amount of **£6,000**;
 - b. 1 x Offer 2 which is equal to the amount you have paid or will pay towards the cost of installing any **two eligible energy saving improvements**(set out in Part B of Table 1 in Annex A), up to a maximum amount of **£1,000**;
 - c. 1 x the **GDAR Rebate** in respect of each GDAR relating to a successful claim for an Offer 1 or Offer 2 incentive payment, which is equal to the amount you have paid or will pay towards the cost of the GDAR(s) up to a maximum of **£100** per GDAR; and
 - d. 1 x the **Homebuyer's Bonus** up to a maximum of **£500**, which will be added to a successful claim for an Offer 1 and/or Offer 2 incentive payment and in total will not be greater than:
 - i. for an Offer 1 incentive payment – 75% of the total amount you have paid or will pay towards the cost of installation up to a maximum of £6,500;
 - ii. for an Offer 2 incentive payment – the amount you have paid or will pay towards the cost of installation up to a maximum of £1,500; or
 - iii. for a combined Offer 1 and Offer 2 incentive payment - £7,500, subject to the rules outlined at 3(a) and 3(b),

amounts you have paid or will pay towards the cost installing eligible energy saving improvement(s) will reflect those evidenced by the invoices submitted with the Voucher.

4. The incentive payments described in sub-clauses 3(c) and 3(d) may only be applied for in conjunction with one or more of the incentive payments described in sub-clauses 3(a) and 3(b).

Application for (and issue of) a Voucher

5. In order to claim an incentive payment under the Scheme, you must first confirm your eligibility by applying to the Scheme Administrator for a Voucher. On the date you make an application for a Voucher, you must therefore ensure that you satisfy the Eligibility Criteria.
6. **You must apply for, and have received, a Voucher before the Installation Work commences.**
7. A Voucher for an incentive payment will:
 - a. be valid for 6 (six) months from the date it is issued; and
 - b. be personal to you and only valid in relation to the energy saving measure(s) and the property which were the subject of your application. You must not transfer or assign the benefit of the Voucher to another person.

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8. Even if you have been issued with a Voucher, there is no guarantee that your Voucher redemption will be successful. Provision of an incentive payment will be subject to:
 - a. compliance by you with these Terms and Conditions;
 - b. compliance by the Registered Participant(s) you choose to undertake the Installation Work with the Scheme terms and conditions that apply to them; and
 - c. satisfaction of the Eligibility Criteria (including where relevant, but not limited to, the Eligibility Criteria relating to Undertakings).

Installation of energy saving improvements

9. Before the Installation Work commences:
 - a. you must seek, or have sought, the agreement of a Registered Participant to install the energy saving improvement(s) in respect of which you are applying for an incentive payment under the Scheme. You can use different Registered Participants for different energy saving improvement(s);
 - b. you must ensure that the Registered Participant(s) you enter into an agreement with to undertake the Installation Work is informed that you intend to claim an incentive payment under the Scheme for the Installation Work and agrees to complete the Installation Work in a manner to enable redemption of the incentive payment; and
 - c. you must have received written confirmation from the Registered Participant(s) that you contract with in respect of the Installation Work that neither they nor their employers or sub-contractors (if any) are in receipt of any ECO Funding or other Government Funding for the Installation Work.
10. The Registered Participant must have installed energy saving improvement(s) in compliance with the Scheme terms and conditions that apply to them.
11. Following completion of the Installation Work, you must:
 - a. ask the Registered Participant(s) who is responsible for the Installation Work, or the person authorised to sign on their behalf, to complete the relevant parts of the Voucher, check that the autocompleted details are correct, sign the relevant declarations and provide the relevant supporting documents;
 - b. where there are errors or omissions in these details, inform the Scheme Administrator of the correct details so that the Voucher may be reissued if necessary; and
 - c. sign the Voucher where indicated.

Voucher redemption

12. In order to receive your incentive payment, you must, after the Installation Work has been completed, redeem your Voucher by submitting the following documents to the Scheme Administrator:
 - a. the completed original Voucher, signed by you and each of the Registered Participants responsible for the Installation Work;
 - b. a copy of the PAS 2030 claim of conformity issued by the Registered Participant(s) for each of the energy saving improvements installed at your property under the Scheme;

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- c. a copy of the invoice prepared by the Registered Participant(s) including the total cost paid by you (net of any finance interest) for each of the energy saving improvements installed at your property under the Scheme;
 - d. where you are claiming the GDAR Rebate, a copy of the invoice for the relevant GDAR; and
 - e. where you are claiming the Homebuyer's Bonus, any relevant documentation reasonably required by the Scheme Administrator.
13. Before submitting your Voucher redemption, you must ensure that you continue to satisfy the Eligibility Criteria.
 14. Your Voucher redemption must be received by the Scheme Administrator by 11:59pm on the expiry date of your Voucher. Voucher redemptions received after this time and Voucher redemptions that are incomplete will not be processed by the Scheme Administrator and you will not receive an incentive payment as a result.
 15. You must ensure that the energy saving improvements installed under the Scheme in respect of which you are claiming an incentive payment will remain installed and in use at the property referred to in your Voucher, and will not be modified in such a way as might adversely affect their performance, for a period of at least 12 months following the date on which you receive your incentive payment.

Changes

16. You must ensure that any information provided to the Scheme Administrator, DECC or the Registered Participant(s) under the Scheme is accurate and up to date.
17. If, after submitting your application for a Voucher or after submitting your Voucher redemption, you discover that information you have already provided to the Scheme Administrator, DECC or Registered Participants is no longer accurate, you must inform the Scheme Administrator immediately. Changes to this information may affect your eligibility to receive an incentive payment or the amount of that payment.
18. If you would like to make changes to the Voucher that you have received, you must contact the Scheme Administrator.

Payment

19. Following submission of your Voucher redemption, payment of the incentive payment may be withheld or delayed by the Scheme Administrator if it considers that further auditing is necessary. The Scheme Administrator will notify you within 10 days of you submitting your Voucher redemption if this is the case.
20. Subject to clause 19, should DECC consider a Voucher redemption to have satisfied these Terms and Conditions, DECC and/or the Scheme Administrator will use reasonable endeavours to make the incentive payment to you within 10 days of receipt of submission of your completed Voucher redemption.

Variation, cancellation, repayment etc. (including consequences of breaching these terms and conditions)

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21. DECC reserves the right to cancel, vary and/or withhold payment of the incentive payment or (once paid) require that some or all of it be repaid in the following circumstances:
 - a. where DECC has reasonable grounds to believe that:
 - i. any information that you have provided to DECC, the Scheme Administrator or Registered Participants in connection with your claim for an incentive payment is found to be untrue, inaccurate, misleading or incomplete;
 - ii. you did not at the time of applying for your Voucher satisfy the Eligibility Criteria or, since applying for your Voucher, you have ceased to satisfy the Eligibility Criteria for the incentive payment;
 - iii. any energy saving improvements(s) in respect of which an incentive payment intends to be, or has been, made has benefitted from ECO Funding or other Government Funding at any time prior to, or following, the payment of the incentive payment;
 - iv. you have not allowed the Scheme Administrator to audit the energy saving improvements installed at your property as part of your claim under clause 19; or
 - v. you otherwise fail to comply with these Terms and Conditions;
 - b. where DECC has reasonable grounds to believe that your receipt of an incentive payment, or your use of it, contravenes any requirement of law, in particular (but without limitation) if you are an Undertaking, the requirements of the EU State Aid De Minimis Regulation;
 - c. where DECC has reasonable grounds to believe that your claim for an incentive payment is intended to circumvent the state aid provisions of this Scheme; or
 - d. DECC is required to terminate and/or suspend the Scheme (or part of it) or to recover all, or any proportion, of the incentive payment by virtue of a decision of a court or of the European Commission.
22. You will be notified in writing by the Scheme Administrator in advance of DECC's intention to exercise its rights under clause 21 and the grounds for doing so. Insofar as is possible, DECC will consider any written representations you may wish to make in relation to such a notification provided such representations are received by the Scheme Administrator within 14 days of the date of receipt of the Scheme Administrator's notification.
23. Any decision to require you to repay your incentive payment (or any part of it) will be communicated to you in writing and you must make the repayment within 60 days of the date of the notification, or such other reasonable deadline that the Scheme Administrator might agree with you in writing.

Record keeping

24. You must keep copies of the documents referred to in clause 12 and any guarantees provided by the Registered Participant(s) in respect of the energy saving improvement(s) installed at your property. You must keep these for 6 years from the date you receive the incentive payment. If asked to do so at any time, you must allow authorised representatives of DECC and/or the Scheme Administrator to inspect and take copies of these records.

Inspection

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25. If asked to do so at any time, you must allow authorised representatives of DECC and/or the Scheme Administrator to have access to your property to inspect the Installation Work.

Requirements for Undertakings

26. If you are, or have been, provided with a UIN by DECC you must include it in each application for a Voucher under the Scheme.
27. If you are an Undertaking, incentive payments under the Scheme are a de minimis aid under the EU State Aid De Minimis Regulation. If you are an Undertaking, in the event that the de minimis threshold under the EU State Aid De Minimis Regulation (described further in paragraph 15 of Annex A of these Terms and Conditions) will be or has been breached by receipt of the incentive payment, you must:
 - a. notify the Scheme Administrator without delay; and
 - b. return any funds above the threshold to the Scheme Administrator within 30 days of having knowledge of a breach (in the event that the incentive payment has been paid).

Requirements for Cashback Applicants and Cashback Recipients

28. If you are a Cashback Applicant these Terms and Conditions apply to you with the following variations:
 - a. clause 6 shall not apply. Instead you must, on or before 31 August 2014, apply for, and have received, a Voucher for the Scheme before redeeming your voucher for Cashback;
 - b. clause 8(b) of the Terms and Conditions shall apply, with the exception that Registered Participant(s) are not required to comply with:
 - i. the requirement to meet the time limit in clause 9 of the Scheme terms and conditions which apply to them; and
 - ii. requirements in Annex 2 of the Scheme terms and conditions which apply to them which are not required of them by the terms and conditions of the Cashback Scheme.
 - c. clause 9(a) shall not apply;
 - d. Part A, paragraph 3 of Annex A shall not apply. Instead you must have a GDAR in respect of the energy saving improvement(s) you are in the process of installing or have installed, your application for Cashback must be based on the most recent GDAR created for that property, which must be no more than two years old on the date on which you apply for a Voucher for the incentive payment for the relevant energy saving improvement(s); and
 - e. once you have redeemed your Voucher you must ensure any voucher for Cashback issued to you is not redeemed.
29. If you are a Cashback Recipient these Terms and Conditions apply to you with the following variations:
 - a. the incentive payment available to you is the total value of the incentive payment for which you have applied under the Scheme, less the value of Cashback already received in respect of the same property;

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- b. clause 8(b) of the Terms and Conditions shall not apply and you must apply for, and have received, a Voucher after receiving your Cashback payment and on or before 31 August 2014;
- c. clause 8(b) of the Terms and Conditions shall apply, with the exception that Registered Participant(s) are not required to comply with:
 - i. the requirement to meet the time limit in clause 9 of the Scheme terms and conditions which apply to them; and
 - ii. requirements in Annex 2 of the Scheme terms and conditions which apply to them which are not required of them by the terms and conditions of the Cashback Scheme.
- d. clause 9(a) shall not apply;
- e. Part A, paragraph 3 of Annex A shall not apply. Instead you must have a GDAR in respect of the energy saving improvement(s) which you have installed and for which you received Cashback, your application for Cashback must be based on the most recent GDAR created for that property, which must be no more than two years old on the date on which you apply for a Voucher for the incentive payment for the relevant energy saving improvement(s).

Limitation of liability

- 30. DECC and the Scheme Administrator are not responsible or liable for the quality and/or performance of the energy saving improvements installed under the Scheme at your property and/or the work to install those improvements. In addition, DECC and the Scheme Administrator are not responsible or liable for the acts or omissions of Registered Participants, their employees or sub-contractors in connection with the Scheme.
- 31. DECC and the Scheme Administrator will not be liable for any direct, indirect or consequential losses or damages whatsoever which may arise out of or in connection with your participation in the Scheme. Nothing in these Terms and Conditions purports to exclude or limit DECC's or the Scheme Administrator's liability for fraudulent misrepresentation.

Miscellaneous

- 32. **Variation** – DECC may vary these Terms and Conditions from time to time. The version that will apply to the contract between DECC and you is the most recent version published on the Scheme's website on the date that you submit your application for a Voucher to the Scheme Administrator. If we have to revise these Terms and Conditions as they apply to your application for an incentive payment, we will give you reasonable advance notice of the changes and let you know how to cancel your application if you are not happy with the changes.
- 33. **Data sharing** – By agreeing to these Terms and Conditions you consent to details about your claim for an incentive payment being shared between DECC, or a person acting on DECC's behalf, the Scheme Administrator, the relevant Registered Participant(s), the Green Deal Oversight and Registration Body, Green Deal Certification Bodies, Ofgem, the Land Registry and other relevant Green Deal governance bodies, as approved by DECC, subject to the requirements of the Data Protection Act 1998. Any data shared in this way will be limited to that which is necessary to ensure effective operation of the Scheme, fraud prevention and mitigation (including audit activities), research, evaluation and statistical purposes, and

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potentially for future contact via telephone, mail or email by DECC or a person acting on DECC's behalf for these purposes.

34. **Freedom of Information** – You must assist and cooperate with DECC, as reasonably requested, to enable DECC to comply with any obligation to disclose information relating to the Scheme under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or under another requirement of law.
35. **Third party rights** – A person who is not a party to these Terms and Conditions shall not have any rights to enforce them.
36. **Governing law and jurisdiction** – These Terms and Conditions shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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Annex A

Eligibility Criteria¹

Part A: General Eligibility Criteria	
<i>The following Eligibility Criteria apply to ALL applications for an incentive payment under the Scheme.</i>	
1	You must be the owner or occupier of a residential property situated in England or Wales. This includes landlords and tenants. If you are an Undertaking (such as a landlord or a property developer), the additional Eligibility Criteria in Part E below will apply.
2	Where you are sharing the costs of installing the energy saving improvement(s) with one or more other owners or occupiers, you must be responsible for paying more than 50% of the total costs in respect of which you are making an application.
3	You must have an EPC or GDAR in respect of the property at which you intend to install energy saving improvement(s) under the Scheme. You must use the most recent EPC or GDAR created for that property, which must be no more than two years old on the date on which you apply for a Voucher for the incentive payment for the relevant energy saving improvement(s).
4	The energy saving improvement(s) in respect of which you are claiming an incentive payment must be recommended in the EPC or GDAR supporting the application and comply with the requirements of Part B below.
5	You, or the Registered Participant(s) that will carry out the Installation Work (or their employer or contractor), must not be in receipt of any ECO Funding or other Government Funding in respect of the energy saving improvement(s) for which you apply for an incentive payment under the Scheme.
Part B: Eligible energy saving improvement(s)	
<i>The following rules apply to ALL applications for an incentive payment under the Scheme.</i>	
6	Table 1 lists eligible energy saving improvements, for which you must install at least the minimum quantity identified in Table 1.
Table 1	
Improvement	Minimum quantity
Part A	
Solid Wall Insulation	
Internal or external wall insulation	At least 50% of external walls
Part B	
And/ Or Two measures from the list below	
1. Cavity wall insulation	At least 50% of external walls
2. Condensing mains gas boiler	One
3. Secondary glazing	Must apply secondary glazing to at least 50% of the

¹ These eligibility criteria form part of the Green Deal Home Improvement Fund – Customer Terms and Conditions which constitute the agreement between any customer of the Scheme and DECC.

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	windows in the property
4. Double/triple glazing (replacing single glazing)	Must double/triple glaze at least 50% of the windows in the property
5. Flat roof insulation	Insulate the total flat roof area of the individual property
6. Replacement warm air unit	One
7. Fan-assisted storage heaters	At least three
8. Energy efficient replacement doors	At least two external doors to be improved
9. Floor insulation	At least 50% of ground floor
10. Room-in-roof insulation	Must insulate all of the roof
11. Flue Gas Heat Recovery	One
12. Waste water heat recovery	One

Part C: Additional Eligibility Criteria for the Homebuyer's Bonus

The following additional Eligibility Criteria apply if you are claiming the Homebuyer's Bonus.

7	You must have purchased the residential property (new build or otherwise) that your application relates to within the 12 months prior to applying to the Scheme Administrator for your Voucher. For the purpose of this paragraph the date of purchase of the property is the date of completion (the date on which the purchase price for the property is paid, the transfer is dated and the principal obligations of the parties under the contract for sale are discharged) and will need to be verified by the Scheme Administrator.
8	You have not already successfully redeemed a Voucher that included a Homebuyer Bonus in respect of the property described in paragraph 7.

Part D: Additional Eligibility Criteria for the GDAR Rebate

The following additional Eligibility Criteria apply if you are claiming the GDAR Rebate.

9	You must have a GDAR in respect of the property at which you intend to install energy saving improvement(s) under the Scheme.
10	That GDAR must have been completed within the 24 months prior to the date on which you apply for a Voucher for an incentive payment for the energy saving improvement(s) in paragraph 9.
11	You must also apply in the same application for a Voucher for Offer 1 and/or Offer 2 in respect of the energy saving improvement(s) recommended in the GDAR.
12	You must provide the GDAR registration number (the RRN) in the application form for the Voucher described in paragraph 11.
13	You must have paid or agreed to pay towards the cost of your GDAR (free assessments do not qualify).

Part E: Additional Eligibility Criteria for Undertakings

The following additional Eligibility Criteria apply if you are an Undertaking.

14	You will not be eligible to apply for a Voucher under the Scheme if you have not met the
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	requirements of clause 26 of these Terms and Conditions in respect of other applications under the Scheme.
15	The incentive payment to Undertakings is a de minimis aid under the EU State Aid De Minimis Regulation. The EU State Aid De Minimis Regulation limits the amount of de minimis aid that may be provided to any one Undertaking over a period of 3 fiscal years to Euro 200,000. You will be ineligible to receive an incentive payment if the maximum incentive payment available would result in you breaching this limit.

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Annex-B - Definitions

“Cashback”	means a payment by DECC, or persons acting on DECC’s behalf, under the Cashback Scheme;
“Cashback Applicant”	means any person who has on or after 1 April 2014 applied for and subsequently received a voucher for Cashback under the Cashback Scheme in respect of the energy saving measure(s) which are the subject of the Voucher, but has not yet redeemed that voucher;
“Cashback Recipient”	means any person who has received Cashback under the Cashback Scheme pursuant to an application for Cashback on or after 1 April 2014 and in respect of the energy saving measure(s) which are the subject of the Voucher;
“Cashback Scheme”	means the Green Deal cashback scheme established by DECC to support the installation of energy efficiency improvements in domestic properties under the Green Deal;
“DECC”	means the Secretary of State for Energy and Climate Change;
“ECO Funding”	means funding by an energy supplier pursuant to the Electricity and Gas (Energy Companies Obligations) Order 2012 (S.I. 2012/3018) that may be applicable in respect of the installation of any of the energy saving improvements at your property under the Scheme;
“EPC”	has the meaning given in the Energy Performance of Buildings (England and Wales) Regulations 2012 (S.I. 2012/3118);
“Eligibility Criteria”	means the eligibility criteria for the Scheme that are relevant to your application and set out at Annex A of the most recent version of these Terms and Conditions published on the gov.uk website on the date that you submit your application for a Voucher to the Scheme Administrator;
“EU State Aid De Minimis Regulation”	means Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to <i>de minimis</i> aid ² ;
“GDAR” (or Green Deal Advice Report)	means a qualifying assessment carried out in accordance with regulation 7 of the Green Deal Framework (Disclosure, Acknowledgement, Redress etc.) Regulations 2012;
“GDAR Rebate”	means the payment made to you in respect of a qualifying GDAR in accordance with these Terms and Conditions;
“Government Funding”	Means, with the exception of Cashback received pursuant to an application for Cashback made on or after 1 April 2014, any other Central Government funding, which shall include (but not be limited to) funding provided under DECC’s Green Deal Communities scheme, that may be applicable in respect of the installation of the energy saving improvements at your property in respect of which an incentive payment intends to be, or has been, made under the Scheme;

² OJ No L.352, 24.12.2013, p1.

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“Green Deal”	means the scheme established by Part 1 of the Energy Act 2011 and the secondary legislation made under it;
“Homebuyer’s Bonus”	means the payment of up to £500 made to you if you satisfy the eligibility criteria set out in Part B of Annex A;
“Installation Work”	means the work to install the energy saving improvements at your property;
“Offer 1”	means the incentive payment described in clause 3(a) of these Terms and Conditions;
“Offer 2”	means the incentive payment described in clause 3(b) of these Terms and Conditions;
“PAS 2030”	means the most up to date version of PAS 2030: Improving the energy efficiency of existing buildings. Specification for installation process, process management and service provision, published by BSI from time to time and available at http://shop.bsigroup.com/Browse-by-Sector/Building--Construction/The-Green-Deal/?t=r ;
“Registered Participant”	means the authorised Green Deal provider(s) or the authorised Green Deal installer(s) registered with the Scheme that have agreed with you to install the energy saving improvements at your property;
“Scheme”	means the Green Deal Home Improvement Fund established by DECC to support the installation of energy saving improvements in residential properties;
“Scheme Administrator”	means the contractor appointed by DECC from time to time to administer the Scheme on DECC’s behalf;
“State Aid”	means state aid under Article 107 of the Treaty on the Functioning of the European Union;
“UIN”	means an Undertaking’s unique identification number;
“Undertaking”	means any entity engaged in an economic activity, regardless of its legal status and the way in which it is financed;
“Voucher”	means the document issued to you by the Scheme Administrator and used by you to claim an incentive payment in respect of the energy saving improvements installed at your property;
“you”	means the owner or occupier of a residential property who has made a valid application for an incentive payment.