

# Low Carbon Buildings Programme

## Stream 1 – Householders Conditions of Grant

### Part 1 - Introduction

#### 1. Introduction

- 1.1 Unless the context otherwise requires, the following expressions will have the following meanings when used in these terms and conditions:-
- 1.1.1 "application" refers to an application for a householder grant under Stream 1 of the Low Carbon Buildings Programme, whether an on-line application or one made using a paper application form. Any reference to details included "in the application" is accordingly a reference to details submitted as part of the on-line application process or (as the case may be) to details included in the paper application form;
  - 1.1.2 "grant" or "grants" refer to the grant funding available to householders under Stream 1 of the Low Carbon Buildings Programme;
  - 1.1.3 "EST" means The Energy Saving Trust Limited, the organisation responsible for administering grants on behalf of the Department of Business, Enterprise and Regulatory Reform (BERR);
  - 1.1.4 "property" refers to the property situated at the installation address described in the application;
  - 1.1.5 "technology" or "technologies" refers to the micro-generation technology type to be installed at the property;
  - 1.1.6 "you" or "your" refers to the individual named as the applicant in the application.
- 1.2 These terms and conditions will apply to any grant that you may apply for and that EST may offer to pay to you in relation to the property and the technology.
- 1.3 These terms and conditions are in four parts, including this introductory section. Part 2 details the criteria that you must meet in order to be eligible to receive a grant. Part 3 sets out the requirements that you must comply with when applying for and claiming a grant and also includes at paragraph 14 details of the amounts of grant available. Part 4 contains various general terms and conditions that will also apply.
- 1.4 These terms and conditions were issued in May 2007. The terms and conditions, and in particular the types of technology for which grants are available and the amounts of grant available for each technology type, may change from time to time and if applying for a grant using a paper application form you should check before applying that the requirements described in this document continue to be applicable.

### Part 2 - Eligibility for Grant

#### 2. Overview

- 2.1 You will only be entitled to receive (and keep) a grant if all of the specific eligibility criteria set out in the following paragraphs 3 to 10 of these terms and conditions have been met or (in relation to requirements that apply following payment of the grant) will be met. You should only apply for a grant therefore if you will be able to comply with these eligibility requirements. Offers of grant will be made by EST on the basis of the information that you provide in the application and in response to any subsequent enquiries that EST may make. If any of this information changes before a grant is paid, you must notify EST of the change as soon as possible as this may affect your entitlement to the grant.
- 2.2 Important Note - for ease of administration by EST, certain of the key eligibility requirements are summarised in the application in the form of a series of statements and tick boxes.

However, it is your responsibility to interpret those statements in the light of the specific eligibility criteria set out in these terms and conditions and you should not tick to confirm a particular statement unless you are clear that the relevant eligibility requirement, as described in these terms and conditions, will be met.

### **3. Property**

- 3.1 You are only entitled to apply for and receive a grant if you are an individual householder and the property is a permanent building located in the United Kingdom. For example, but without limitation, grants will not be payable in respect of technologies installed in mobile homes, caravans or houseboats.
- 3.2 You must be the freehold owner of the property OR the owner of a long leasehold interest in the property (i.e. a leasehold term with more than 21 years remaining) with all necessary consents from other owners - see paragraph 9 below. If you are a joint owner of the property, you are entitled to apply for a grant on behalf of the other joint owners provided they have agreed you doing so and will comply as necessary with all of these terms and conditions.
- 3.3 The property must be used principally by you or your family for your own private residential purposes. You are not entitled to receive a grant if the property is used principally for business purposes, including the letting of the property on a commercial basis (even if your tenants' use of the property will be residential).

### **4. Period of Operation**

- 4.1 EST needs to ensure that the anticipated environmental benefits are derived from the grant monies it pays out. For this reason, it is a condition of the grant being paid that the technology will remain installed and in use at the property, and will not be modified in such a way as might adversely affect its performance, for a period of at least 5 years following payment of the grant. You will be responsible for ensuring that this condition is met.

### **5. Type of Technology**

- 5.1 The technology to be installed at the property must be of a kind specified by EST from time to time as being suitable for inclusion in the Low Carbon Buildings Programme. As at the date on which these terms and conditions were issued, grants are only available in relation to particular types of micro-generation technology, as follows:-

Solar photovoltaics, with an installed capacity of more than 0.5kW

Micro-wind turbines, with an installed capacity of more than 0.5kW

Small hydro turbines, with an installed capacity of more than 0.5kW

Solar thermal hot water

Ground source heat pumps

Air source heat pumps

Wood pellet heaters/stoves/boilers

- 5.2 In addition, the specific technology (i.e. the specific type of micro-generation product) to be installed at the property must have specific "approval" under the Low Carbon Buildings Programme product approval scheme. A list of approved products for these purposes, as amended from time to time, is available at - [www.lowcarbonbuildings.org.uk](http://www.lowcarbonbuildings.org.uk).

### **6. Certification of Installers**

- 6.1 The technology must be commissioned by a person, firm or company specified under the Low Carbon Buildings programme as a "certified installer" in relation to the relevant technology. A list of certified installers for these purposes, as amended from time to time, is available at [www.lowcarbonbuildings.org.uk](http://www.lowcarbonbuildings.org.uk).

- 6.2 Certain certified installers may only have "provisional" certification as opposed to "full" certification. Provisionally certified installers may only install up to 5 grant supported technologies. Where this limit has been reached, any applications from you to receive a grant in respect of a technology to be installed by that installer will be rejected and returned with a suitable explanation. In those circumstances, you will be free to find an alternative certified installer and submit a new application if you wish.
- 6.3 Certified installers will only be certified to install one or more particular types of microgeneration technology and you must ensure that the certified installer you intend to use has the necessary certification in relation to the technology you intend to install.

## 7. Eligible Costs

- 7.1 Grants will only be offered, and must only be applied, towards the reimbursement of particular costs associated with the installation of particular technologies. A list of these eligible costs, by reference to each technology type, is set out in the following table:-

Technology type	"Eligible costs" in respect of which grant can be claimed
Solar photovoltaics	Cost of solar photovoltaic generation equipment, plus direct costs of fixing panels to roof/ground mount and connecting to electricity supply, but <u>excluding</u> (a) all VAT on those items; (b) the cost of any extended warranty beyond the two year warranty all certified installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, any cost of general rewiring at property)
Wind turbines	Cost of wind turbine generation equipment, plus direct cost of roof/ground mount and connecting to electricity supply, but <u>excluding</u> (a) all VAT on those items; (b) the cost of any extended warranty beyond the one year warranty all certified installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, any cost of general rewiring at property)
Small hydro	Cost of hydro generation equipment, plus direct costs of water works and connecting to electricity supply, but <u>excluding</u> (a) all VAT on those items; (b) the cost of any extended warranty beyond the one year warranty all certified installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, any cost of general rewiring at property)
Solar thermal hot water	Cost of solar thermal hot water panels, plus direct costs of fixing panels to roof/ground mount and connecting to water supply for property, but <u>excluding</u> (a) all VAT on those items; (b) the cost of any extended warranty beyond the one year warranty all certified installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, plumbing, heating system upgrades, cylinder installation)

Ground source heat pumps	Cost of heat generation pipes and other equipment, plus direct costs of ground works for boring vertical or horizontal pipework and connecting to the electrical supply and heat distribution system at the property, but <u>excluding</u> (a) all VAT on those items; (b) the cost of any extended warranty beyond the one year warranty all certified installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, upgrading of radiators or other elements of central heating system at property)
Air source heat pumps	Cost of air source heat pump equipment, plus direct costs of connecting the unit to the electrical supply and heat distribution system at the property but <u>excluding</u> (a) all VAT on those items; (b) the cost of any extended warranty beyond the one year warranty all certified installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, upgrading of radiators or other elements of central heating system at property)
Wood pellet heaters/stoves/boilers	Cost of relevant heater/stove/boiler equipment, plus direct costs of connecting the unit to an automated fuel system and connecting to the property's heat distribution system, but <u>excluding</u> (a) all VAT on those items; (b) the cost of any extended warranty beyond the one year warranty all certified installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, upgrading of radiators or other elements of central heating system at property)

- 7.2 Grants will not be offered, and must not be applied, towards any costs other than those eligible costs specifically permitted under paragraph 7.1, nor towards the amount of any VAT that may be charged on any eligible costs.

## 8. Energy Efficiency Measures

- 8.1 The purpose of the Low Carbon Buildings Programme is to encourage the installation of microgeneration technologies in tandem with the use of energy efficiency measures so as to maximise the reduction in a building's "carbon footprint". To this end, it is a condition of the grant being paid that a certain minimum level of energy efficiency measures have been taken at the property prior to any application for a grant being made, and that these measures continue to be in place for at least 5 years following payment of the grant. You are responsible for ensuring that this condition is met.
- 8.2 The minimum energy efficiency requirements for the purposes of paragraph 8.1 above are as follows:-
- 8.2.1 You must have insulated the whole of the loft of the property to meet current building regulations e.g. 270mm of mineral wool loft insulation or suitable alternative;
  - 8.2.2 You must have installed cavity wall insulation throughout the property where practicable (i.e. where the property does have cavity walls);
  - 8.2.3 You must use low energy light bulbs in appropriate light fittings in all the main rooms (i.e. kitchen, hallway and all main living rooms) in the property;

- 8.2.4 You must have installed basic controls for your central heating system (if any), including controls that ensure your boiler only operates when there is a demand for heat and a programmer or timer for the property as a whole.

## 9. Consents & Approvals

- 9.1 You must ensure that you have obtained and will continue to have all necessary consents and approvals in order to install the technology at the property and to enable you to comply with these terms and conditions. These consents and approvals include but are not necessarily limited to the following:-
- 9.1.1 the consent of any joint owners of the property on whose behalf you are applying for a grant;
  - 9.1.2 if you only have a leasehold interest in the property, the consent of the freehold owner and any relevant leaseholders of the building;
  - 9.1.3 all necessary planning and building regulations consents from your local authority. It is your responsibility to ensure you have obtained all of these, in the case of planning permission before submitting any application - see paragraph 11.4 below;
  - 9.1.4 any of the other consents or approvals referred to in the following paragraphs 9.2 to 9.5 below.
- 9.2 If the technology is to be connected to the electricity grid, you must ensure that you have obtained any consent that may be required from the local "Distribution Network Operator" (DNO). Even if consent from the relevant DNO is not required, you must ensure that you or your certified installer have informed the DNO of the connection of your technology to the grid and have complied with any other applicable regulations imposed by the DNO.
- 9.3 If you are intending to install a hydro turbine, you must ensure that you have contacted the Environment Agency and obtained all necessary abstraction licences.
- 9.4 If you are intending to install a biomass heater/stove/boiler in a smoke controlled zone, you must ensure that the relevant product is exempt under s.21 of the Clean Air Act 1993.
- 9.5 If you are intending to install a solar thermal hot water system, you must ensure through your certified installer that the relevant system complies with the Water Supply Regulations 1999.

## 10. Other Funding

- 10.1 You are not entitled to apply for or receive a grant if you have already received or will receive any other funding from the national government in relation to the technology and/or its installation at the property. This includes, but is not limited to; any funding that may be available under the Clear Skies, Major PV Demonstration, Reconnect Northern Ireland, Scottish Community and Household Renewables programmes or the Environment and Renewable Energy Fund. In any event, you must also ensure that the total amount of funding you receive in relation to the technology and/or its installation at the property from all public sources, whether national or local government or otherwise and including any grant paid by EST, does not exceed 100% of the cost of that technology/installation.

## Part 3 - Application & Claim Process

### 11. Application Requirements

- 11.1 In order to apply for a grant, you must either complete an application on-line at [www.lowcarbonbuildings.org.uk](http://www.lowcarbonbuildings.org.uk) (or such other website as EST may specify from time to time) or complete the relevant paper application form in full (including signing and dating the form at Section E) and send this to EST.

- 11.2 You are only entitled to apply for a certain number of grants as follows:-
- 11.2.1 you are only entitled to apply for up to 3 (three) grants for each type of technology referred to at paragraph 5 above;
  - 11.2.2 you are only entitled to receive grants for up to 3 (three) different properties, although you may install up to 3 different types of technology at any one property.
  - 11.2.3 you are only entitled to receive an overall limit of £2,500 (two thousand five hundred pounds) per property in grant aid i.e. the total amount of grant payable per property (even if two or three technologies are being installed at the property) will not exceed this amount.

In any event, you must make a separate application (including completing a separate application form if applying on paper) for each specific technology installation in respect of which you wish to receive a grant, even if some or all of those installations are to be made at the same property.

- 11.3 You must ensure that all information you provide to EST in connection with your application for a grant, whether in the application itself or in response to any subsequent enquiries that EST may make, is true, accurate and complete in all respects. If any information you have provided is subsequently found to be untrue, inaccurate or incomplete, this may affect your entitlement to receive the grant.
- 11.4 Before submitting your application, you must have either obtained planning permission for the installation of the technology at the property, or obtained confirmation from the relevant local planning authority that planning permission is not required. It is important to note that the local planning authority has the power to require you to remove any technology installed in breach of planning regulations and in some cases to prosecute you for that breach. EST bears no responsibility whatsoever for checking that you have the correct planning permission or that planning permission is not required for the technology you propose to install.
- 11.5 You must have obtained a quote from the relevant installer before submitting your application. However, until you receive a formal grant offer letter from EST, you must not enter into any binding contractual commitment or otherwise pay out any money in relation to the purchase of the relevant technology or the carrying out any relevant installation work (other than the carrying out of preliminary ground works for free standing wind turbines or for ground source heat pumps, or preliminary civil water works for hydro installations). If EST subsequently becomes aware that the relevant technology was purchased, or the relevant installation work commenced, prior to the date on which you received an offer of grant, EST may withdraw that offer and you may find as a result that you are committed to paying the full cost of the technology/installation yourself. As to the risks of proceeding with any purchase or installation before receiving a grant offer, see also paragraph 11.6 below.
- 11.6 EST will endeavour to process paper application forms within 5 working days of receipt of the application form and either issue you with a grant offer letter or notify you of the rejection of your application.
- 11.7 Grant funds are limited and EST cannot and does not guarantee that any application for a grant will be successful.

## 12. Offer of Grant

- 12.1 If your application for a grant is successful, EST will issue you with a grant offer letter.

- 12.2 The grant offer letter will specify a deadline by which the installation of the technology must have been completed - see paragraph 13.1 below. The relevant deadlines are as follows:-

<b>Technology/Installation Type</b>	<b>Grant Claim Deadline</b>
Solar photovoltaics	Four months from date of grant offer letter, unless installed on a new build in which case six months from date of grant offer letter
Wind turbines	Four months from date of grant offer letter, unless installed on a new build in which case six months from date of grant offer letter
Small hydro	Twelve months from date of grant offer letter
Solar thermal hot water	Three months from date of grant offer letter, unless installed on a new build in which case six months from date of grant offer letter
Ground source heat pumps	Six months from date of grant offer letter
Air source heat pumps	Six months from date of grant offer letter
Wood pellet heaters/stoves/boilers	Six months from date of grant offer letter

For the purposes of the table above, a "new build" refers to a building the construction of which has yet to be completed as at the date of the grant application and includes new extensions to existing structures, as well as new stand-alone structures.

- 12.3 Grant offers will be made on the basis of the information you provided when applying for the grant. If any of this information changes, you have a contractual obligation to inform EST of the change. Depending on the nature of the change, EST may alter the terms of the grant or withdraw the grant altogether.
- 12.4 Once an offer of grant has been made it will be capped at the amounts/levels stated in EST's grant offer letter and you will not be entitled to claim any amount in excess of these caps, even if the actual costs of installing the relevant technology are higher than you anticipated at the time you submitted your application - see section 14 below for more detail on the limits that will apply to the amounts of grant you will be entitled to receive.
- 12.5 Grant offer letters will also enclose a grant claim form which you will need in order to submit your grant claim. You should ensure therefore that you keep the grant offer letter and grant claim form in a safe place following receipt from EST.

### 13. **Grant Claim Requirements**

- 13.1 You are only entitled to claim the grant when installation of the technology has been completed and you have paid all of the relevant eligible costs in relation to which the grant offer was made. For these purposes, the relevant installation will be treated as having been completed as at the date on which the technology is commissioned by the relevant certified installer. You are responsible for ensuring that the relevant installation has been completed and paid for in sufficient time to enable you to meet the deadline specified in the grant offer letter for claiming the grant.
- 13.2 Subject to paragraph 13.1 above, to claim a grant you must provide the following documents to EST:-
- 13.2.1 the grant claim form, as enclosed with your grant offer letter;
  - 13.2.2 an invoice for the relevant "eligible costs" you have incurred in installing the relevant technology -see paragraph 13.3 below;

- 13.2.3 if the certified installer who installed the technology was not contracted to you directly, but was sub-contracted by your main contractor, additional invoices evidencing payment of the certified installer - see paragraph 13.4 below;
  - 13.2.4 a commissioning certificate provided by the relevant certified installer - see paragraph 13.6 below;
  - 13.2.5 any additional supporting documentation which EST may ask you to provide if it has any queries or concerns about your grant claim.
- 13.3 To claim your grant, you must provide EST with a suitable copy invoice from the contractor you have paid to supply and install the relevant technology. At a minimum, the invoice must contain the following information:-
- 13.3.1 it must contain full details (including full registered name, address and VAT number) of the relevant contractor;
  - 13.3.2 it must contain details of your name and the address of the property;
  - 13.3.3 it must contain details of the specific type of micro-generation product installed at the property;
  - 13.3.4 it must contain details of the eligible costs (see paragraph 7 above) in respect of which the grant is being claimed;
  - 13.3.5 it must be receipted or contain other words evidencing that payment of the relevant eligible costs has been made.
- 13.4 If the contractor referred to at paragraph 13.3 is not the certified installer because you have been dealing with a main contractor and that contractor has sub-contracted the installation work to the certified installer, then you must also provide a suitable chain of copy invoices evidencing to EST's satisfaction that the work was carried out by the certified installer and that the certified installer has been paid in full for that work.
- 13.5 To claim your grant, you will also need to provide a commissioning certificate, in the standard form specified by EST, completed by the relevant certified installer. It is your responsibility to ensure that the certified installer provides you with this certificate in time for you to submit your grant claim by the deadline specified in the grant offer letter.

#### 14. **Payment of Grant**

- 14.1 EST will endeavour to process grant claims within 25 working days of receipt of all necessary documentation from you and either issue you with the grant payment (if EST is satisfied, on the basis of the information provided to it at that point, that everything is in order) or notify you that the claim has been rejected, giving you the reasons for this.
- 14.2 The amount of grant you will be entitled to receive is subject to various limits, as determined by EST from time to time and summarised as follows:-
- 14.2.1 for each type of technology, the amount of grant will not exceed a specified fixed sum OR a specified percentage of the relevant "eligible costs" (see paragraph 7 above), whichever is the LOWER;
  - 14.2.2 for electricity generating technologies (i.e. solar photovoltaics, wind turbines and small hydro) a further limit applies in that the amount of grant will not exceed a specific sum per kW of installed generating capacity;
  - 14.2.3 in addition, an overall limit of £2,500 (two thousand five hundred pounds) per property applies i.e. the total amount of grant payable per property (even if two or three technologies are being installed at the property) will not exceed this amount.

For the avoidance of doubt, even if the actual costs of installing the relevant technology are higher than those stated in the application, your grant will nonetheless be capped at the specified maximum amounts of grant. Equally, if the actual costs of installing the relevant technology are lower than those stated in the application, your grant will nonetheless be capped at the specified percentage of relevant "eligible costs".

- 14.3 As at the date on which these terms and conditions were issued, the maximum amounts of grant payable for each type of technology are as follows:-

<b>Technology</b>	<b>Maximum Amount of Grant</b>
Solar photovoltaics	Maximum of £2,000 per kW of installed capacity, subject to an overall maximum of £2,500 or 50% of the relevant eligible costs, whichever is the lower
Wind turbines	Maximum of £1,000 per kW of installed capacity, subject to an overall maximum of £2,500 or 30% of the relevant eligible costs, whichever is the lower
Small hydro	Maximum of £1,000 per kW of installed capacity, subject to an overall maximum of £2,500 or 30% of the relevant eligible costs, whichever is the lower
Solar thermal hot water	Overall maximum of £400 or 30% of the relevant eligible costs, whichever is the lower
Ground source heat pumps	Overall maximum of £1,200 or 30% of the relevant eligible costs, whichever is the lower
Air source heat pump	Overall maximum of £900 or 30% of the relevant eligible costs, whichever is the lower
Automated wood pellet fed room heaters/stoves	Overall maximum of £600 or 20% of the relevant eligible costs, whichever is the lower
Wood fuelled boiler systems	Overall maximum of £1,500 or 30% of the relevant eligible costs, whichever is the lower

By way of illustration only:

Example 1: for a 1.2KkW photovoltaic system where the total relevant eligible costs were £5,500 (excluding all VAT), the total amount of grant payable would be as follows:-

$$1.2 \text{ kW} \times \text{£}2,000 \text{ per kW} = \text{£}2,400$$

$$\text{£}5,500 \times 50\% = \text{£}2,750$$

Applicable grant would be the lower amount = £2,400

Example 2: for a heat pump system costing £8,000 installed, calculations for grant would be as follows;

Fixed grant of £1,200

$$\text{£}8,000 \times 30\% = \text{£}2,400$$

Applicable grant would be the lower amount = £1,200

Example 3: for a 6kW wind turbine costing £16,000, calculations for grant would be as follows;

$$6\text{kW} \times \text{£}1,000 = \text{£}6,000$$

$$\text{£}16,000 \times 30\% = \text{£}4,800$$

Applicable grant would be capped at the maximum allowable amount = £2,500

Example 4: a property which has previously received a grant of £1,650 for a 3kW wind turbine applying for a further grant of £1,500 for a wood fuelled boiler system costing £7,000 (excluding all VAT), calculations for grant would be as follows;

Fixed grant of £1,500

$£7,000 \times 30\% = £2,100$

Maximum grant applicable to a wood fuelled boiler system = £1,500

Maximum grant allowance per property = £2,500

Taking into account previous grant of £1,650 for a wind turbine  $2,500 - 1,650 = 850$

Applicable grant would be capped at the maximum allowable amount = £850

- 14.4 If there is any conflict between paragraph 14.3 above and the grant offer letter issued by EST (for example, but without limitation, because there has been any change to grant levels between the date of issue of these terms and conditions and the date of the grant offer letter), then the grant offer letter will take precedence.
- 14.5 For the avoidance of doubt, unless and to the extent that EST has specifically agreed otherwise in writing by way of a variation to its original grant offer letter, the specific type and size of technology you actually install, the property at which you install the technology and the certified installer who commissions the technology must all be in accordance with the details specified in EST's grant offer letter and otherwise compliant with the eligibility criteria specified in these terms and conditions - if this is not the case, EST reserves the right to reduce the amount of grant it will pay, or to withdraw its offer of grant altogether.

#### **Part 4 - General Terms and Conditions**

##### **15. Record Keeping & Inspections**

- 15.1 EST has to be able to verify, if need be, that any grants paid by it were properly payable and were applied in the proper way. For this reason, you must ensure that you comply with the record keeping and inspection requirements set out in the following paragraphs 15.2 to 15.4.
- 15.2 You must keep a record of all relevant documentation that you obtain in relation to the technology and its installation, including in particular the original of any quotations and invoices from the relevant certified installer or any other contractors involved in the installation work. You must keep these records for at least 6 years following payment of the grant and if EST asks you to do so at any time (and as long as it gives you reasonable prior notice) you must allow authorised representatives of EST and/or the BERR and/or any national audit body to inspect and take copies of these records.
- 15.3 If EST asks you to do so at any time (and as long as it gives you reasonable prior notice) you must permit EST and its authorised inspectors or other representatives to have access to the property for the purposes of inspecting the technology and/or verifying whether the energy efficiency measures required by these terms and conditions have been put in place.
- 15.4 If EST asks you to do so at any time, you must provide such additional information and co-operation as EST may request for the purposes of EST monitoring energy use of the property and/or the performance of the technology. EST and the BERR will be entitled to use this information, amongst other things, for the purposes of publishing reports in relation to the relevant technology.

##### **16. Publicity**

- 16.1 If at any time you use the technology in any advertising or otherwise publish any information about the technology, you must make clear as part of the relevant activity that you have received a grant from the BERR under the Low Carbon Buildings Programme. However, you must not do or say anything that may lead a third party to believe that you are acting as an agent of the BERR or EST.

## 17. Compliance with Laws

You must ensure that in carrying out any activities in connection with the installation and use of the technology you and anyone acting on your behalf complies with all applicable laws and regulations.

## 18. Withholding & Repayment of Grant

18.1 In addition to any other rights it may have under these terms and conditions or the general law, EST may reduce, suspend or withhold payment of any grant, or require all or part of any grant to be repaid, if any one or more of the following events occurs:-

- 18.1.1 a decision is made by the BERR or the European Commission and/or an obligation arises under any applicable law which requires that the grant should be varied, withheld, reduced, cancelled or recovered;
- 18.1.2 any information that you provided to EST in relation to the grant (whether in the application or otherwise) is subsequently found to be untrue, inaccurate or incomplete;
- 18.1.3 you cease to be eligible to be receive a grant (either at all, or at the level previously offered or paid to you by EST);
- 18.1.4 you fail to comply in any respect with these terms and conditions;
- 18.1.5 you or any person employed by you has offered or given or agreed to give any person any improper gift or commission or consideration of any kind in relation to any programme run by EST or BERR;
- 18.1.6 you become bankrupt or it appears to EST that you are likely to become bankrupt;
- 18.1.7 there has been an overpayment of grant.

## 19. Liability of EST

19.1 The information made available by EST on its website and elsewhere in relation to the Low Carbon Buildings Programme and more generally in relation to microgeneration and/or energy saving technologies is intended to act as a guide only, and accordingly EST cannot and does not accept any liability for any loss or damage that you may suffer as a result of using that information.

19.2 EST cannot and does not guarantee or underwrite the performance of any technology (whether an "approved" product or otherwise) and/or any installer (whether or not a "certified" installer) and you should ensure that the installer you contract with provides you with all necessary information in relation to the warranty cover it will be providing and the insurance cover it has in place.

## 20. Miscellaneous

20.1 EST will be entitled at any time to vary these terms and conditions on giving notice to you to that effect if EST considers that the variation in question is necessary. However, if you do not wish to be bound by any variation notified to you, you are free to notify EST in writing at any time prior to claiming the grant that you wish to cancel your offer of grant and terminate your contract with EST. In these circumstances, you will (for the avoidance of doubt) cease to be entitled to receive any grant and EST will be entitled to make the relevant funding available to other applicants.

20.2 Any offer of grant made by EST is personal to you and accordingly you are not entitled to transfer any of your rights or obligations in respect of that offer and these terms and conditions without the prior written consent of EST.

20.3 EST will not lose any right that it has under these terms and conditions if it does not exercise that right or delays in exercising it. Exercising a right or part of one will not prevent EST from exercising that right again or any other right.

- 20.4 Nothing in any offer of grant by EST or these terms and conditions is intended to confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 20.5 Any offer of grant by EST and these terms and conditions will be governed by English law.