

Terms and condition of use

Renewables Installer Finder web tool

Version 4

Last updated: 24 May 2018

These terms and conditions relate specifically to the Renewables Installer Finder web tool.

1 About the Renewables Installer Finder web tool

The Renewables Installer Finder website tool located at <https://rif.est.org.uk> and <https://rifinstallers.est.org.uk>

- 1.1 The Renewables Installer Finder tool is operated by Energy Saving Trust Limited (a company limited by guarantee registered in England with registration number 02622374 whose registered office is at 30 North Colonnade, Canary Wharf, London, E14 5GO) (referred to as **we, us, our** in these terms).
- 1.2 Through the Renewables Installer Finder tool we:
 - 1.2.1 allow installers of microgeneration systems who are currently certified through the Microgeneration Certification Scheme (MCS) and who register with us (**Installers**) to make available details about their business and current offers;
 - 1.2.2 allow the customers of Installers (**Customers**) to rate and comment on the performance and services of Installers they have used, provided those Customers register with us first; and
 - 1.2.3 allow anyone to review ratings and comments on Installers left by Customers and/or to search for Installers according to various search criteria.
- 1.3 In these terms we refer to anyone who uses the Renewables Installer Finder tool (whether or not registered and including Installers and Customers) as a **user**. To make these terms easier to read we also refer to users as **you** and **your**.
- 1.4 In these terms **Content** includes all text, images, photos, video, audio, comments, ratings and other material users upload to the Renewables Installer Finder tool, and **Content Policy** means our content policy set out in paragraph 12.

2 Your access to the Renewables Installer Finder tool and acceptance of these terms

- 2.1 You are responsible for making all arrangements necessary to have access to the Renewables Installer Finder tool. We allow you to access the Renewables Installer Finder tool on a temporary basis and we reserve the right to withdraw or amend the Renewables Installer Finder tool without notice. We may restrict access to some parts of the Renewables Installer Finder tool, or the entire Renewables Installer Finder tool, to users who have registered. You are responsible for ensuring all persons who access the Renewables Installer Finder tool through your internet connection are aware of these terms and comply with them.
- 2.2 If you are a customer of the HES loan we may require you leave a review on the RIF tool and may use your data to confirm a review has been left.
- 2.3 By using the Renewables Installer Finder tool in any way you agree to these terms. At various points when using the Renewables Installer Finder tool we ask you to confirm your acceptance of these terms. That is because they contain important information about your and our rights and obligations.
- 2.4 These terms incorporate our privacy and cookies policies (<http://www.energysavingtrust.org.uk/privacy> and <http://www.energysavingtrust.org.uk/cookies>), which tells you how we use your personal information and how the Renewables Installer Finder tool uses cookies.

2.5 **Please read these terms carefully. They are legally binding and contain important information about rights and obligations. In particular please note paragraphs 9 (Content you upload to the Renewables Installer Finder tool), 11 (Ratings, comments and other user interaction with Content), 12 (Content policy), 13 (No moderation or monitoring), 18 (Viruses, hacking and other offences), 19 (Disclaimer) and 20 (Limitation of liability).**

2.6 If you have any questions about these terms please contact us at Energy Saving Trust, 2nd Floor, Ocean Point 1, 94 Ocean Drive, Edinburgh, EH6 6JH, Scotland or email renewablesinstallerfinder@est.org.uk

3 Changes to these terms

3.1 We may revise and update these terms at any time. We will indicate at the top of the page when these terms were last revised and if you are a registered user we will notify you by sending an e-mail to the e-mail address we have for you. Please periodically review the terms as your continued use of the Renewables Installer Finder tool after a change indicates your agreement to the change.

4 Installers – the possibility of negative as well as positive Content

4.1 If you are an installer it is important you recognise that one of the key aims of the Renewables Installer Finder tool is to increase the confidence of consumers in Scotland about microgeneration installation. The Renewables Installer Finder tool does that by giving consumers access to the opinions of other consumers on the performance of Installers and the quality of their services and offers. This means Customers may leave negative as well as positive ratings and comments about the performance, services and offers of Installers. These ratings and comments will be publicly available and may show up in search results through other websites, such as search engines.

4.2 If you are an Installer of microgeneration systems and you are not prepared to accept the possibility of negative ratings and comments about your performance, services and offers being publicly available you should not register as an Installer on the Renewables Installer Finder tool.

4.3 If you no longer wish to appear on the Renewables Installer Finder tool you can delete your profile at any time. This will have the effect of removing your profile and any comments and ratings associated with it from the publicly available part of the Renewables Installer Finder tool (but we may keep non-public copies for our own internal record-keeping reasons). This will mean that users of the Renewables Installer Finder tool will not be able to find details about you within the Renewables Installer Finder tool.

5 Setting up your profile

5.1 Before you are able to upload Content to the Renewables Installer Finder tool you need to register and create a profile.

5.2 You are only permitted to create a profile and use the Renewables Installer Finder tool if you are resident in the United Kingdom and at least 18 years old.

5.3 As part of the registration Renewables Installer Finder process we ask you to provide some basic personal information and confirmation that you agree to these terms. The type of information we ask for will vary depending on whether you are an Installer or Customer, and will include some information used to uniquely identify Customers and Installers and to help us avoid the Renewables Installer Finder tool containing duplicate, multiple or fake user accounts.

5.4 When you register you must provide your real name, genuine contact details and all of the information we request in the registration form. Once registered you must keep this information up to date.

5.5 Once you have registered, you will receive an email through which you will need to verify your account before you can upload Content to the Renewables Installer Finder tool.

6 Keeping your user account information secure

- 6.1 You are responsible for maintaining the confidentiality of your username and password and you are responsible for all uses of your username and password, whether or not authorised by you.
- 6.2 If you think that somebody else knows your username and password you can change your password by logging into your user account and changing it.
- 6.3 You must contact us at renewablesinstallerfinder@est.org.uk if you believe your account is no longer secure.

7 Our rights to restrict access to the Renewables Installer Finder tool and to suspend or terminate user accounts

- 7.1 We reserve the right at any time to restrict your access to the Renewables Installer Finder tool.
- 7.2 We reserve the right at any time to suspend or terminate your user account. We will only do so where: (a) we have good reason to believe that your user account has become insecure; or (b) where you, or someone using your username and password, has breached these terms or we have good reason to believe that is the case; or (c) we are withdrawing the Renewables Installer Finder tool or changing the way it operates. We are under no obligation to reactivate your user account after suspending or terminating it.

8 Materials other than Content

- 8.1 Except for Content uploaded by users, all materials in the Renewables Installer Finder tool (including text, images, photos, video, audio, source code, object code, and other material) and all intellectual property rights (including copyright, trademarks, database rights and all other intellectual property rights) arising in that material and the Renewables Installer Finder tool (together **Energy Saving Trust Scotland Materials**) are owned by us or our licensors.
- 8.2 We grant you a limited licence to access and use the Energy Saving Trust Scotland Materials and Content uploaded by other users, provided that you keep all copyright and other proprietary notices intact. Unless you are an Installer providing information about your own microgeneration system installation business, services and offers, you are not permitted to use any part of the Renewables Installer Finder tool for commercial purposes.
- 8.3 You may not copy, distribute, modify, adapt, translate, reproduce in whole or in part any of the Energy Saving Trust Scotland Materials or any Content uploaded by any other user without our prior written permission, except that you are permitted to reproduce and display the Energy Saving Trust Scotland Materials or any Content uploaded by any other user solely for your personal use in connection with viewing the Renewables Installer Finder tool and as a genuine user of the Renewables Installer Finder tool.
- 8.4 'Energy Saving Trust', the 'Energy Saving Trust Endorsed', the 'Energy Saving Trust Verified' logos and any other marks used on the Energy Saving Trust's websites and the Renewables Installer Finder tool are the Energy Saving Trust's trademarks (or those of its licensors) and may not be used without the Energy Saving Trust's prior written permission.

9 Content you upload to the Renewables Installer Finder tool

- 9.1 You alone are responsible for the content, accuracy and suitability of any Content you upload to the Renewables Installer Finder tool, and for the consequences of uploading Content. We will not be responsible for or liable to you or any third party for any Content you upload or that is uploaded by another user.
- 9.2 You must ensure that Content you upload to the Renewables Installer Finder tool conforms to our Content Policy. When you upload Content to the Renewables Installer Finder tool we will require you to confirm that it conforms to our Content Policy.
- 9.3 You may only upload Content to the Renewables Installer Finder tool that you have created or which you have permission to upload from the creator. You confirm to us that you own the Content you upload or otherwise you have all necessary rights

(including copyright, trademarks and other intellectual property rights) and consents to upload the Content and to allow us and other users to use the Content in the manner set out in these terms.

9.4 You agree that you will not receive any payment or any other compensation for uploading Content to the Renewables Installer Finder tool. We do not claim ownership of Content you upload and you will retain full ownership of all Content you upload to the Renewables Installer Finder tool, subject to the rights you grant to us and other users in these terms.

9.5 You are responsible for making back-up copies of Content you upload to the Renewables Installer Finder tool. We are not liable to you or any third party for any loss or corruption of or damage to any Content you upload to the Renewables Installer Finder tool.

10 Our right to use Content you upload to the Renewables Installer Finder tool

10.1 By uploading Content to the Renewables Installer Finder tool, you give us a royalty-free, worldwide, non-exclusive right and licence to:

10.1.1 make copies of and use the Content to facilitate the hosting and availability of the Content for other users (including through search tools and other filtering mechanisms), to manage your profile and user account and generally to operate the Renewables Installer Finder tool in the manner envisaged by these terms;

10.1.2 move or copy Content to parts of the Renewables Installer Finder tool other than the part to which you uploaded it;

10.1.3 if you are an Installer, enable Customers to comment on and rate you, your services and any offers you promote on the Renewables Installer Finder tool;

10.1.4 if you are a Customer, combine your ratings and comments with those of other Users to create aggregate ratings;

10.1.5 copy, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, display and otherwise use on the Renewables Installer Finder tool and in any other marketing, promotion or publicity media on- or off-line (including trade and other press) any part of the Content and/or incorporate the Content into any other works in any form, media or technology now known or later developed, in all cases for the purpose of promoting and making available the Renewables Installer Finder tool; and

10.1.6 use, modify, delete from or add to Content for any of the above purposes or otherwise as envisaged by these terms (and you particularly acknowledge

our right to do the same where we believe that Content you have uploaded does not conform to our Content Policy).

11 Ratings, comments and other user interaction with Content

11.1 The Renewables Installer Finder tool gives Customers the facility to comment on and to rate Installers and to comment and rate offers made available by Installers. These are comments and ratings provided by Customers and not us. We do not check, pre-moderate or approve such comments and ratings before they appear in the Renewables Installer Finder tool.

11.2 The Renewables Installer Finder tool may give users the facility to apply ratings to other users' Content and to indicate (for example, using icons) whether they like or dislike other users' Content. These are preferences applied by Users and are not applied by us. We do not check, pre-moderate or approve such ratings and indications.

11.3 As long as we comply with our commitments set out in paragraph 14, we have no liability whatsoever for any opinions expressed by users (including comments and ratings provided by Customers in respect of Installers and/or Installers' offers) and we

are not required to remove any such opinions simply because another user disagrees with them.

12 **Content Policy**

12.1 You are responsible for your use of the Renewables Installer Finder tool including any Content you upload to the Renewables Installer Finder tool. In return for being allowed to use the Renewables Installer Finder tool, you agree to comply with the policy set out in this paragraph 12, which governs the way in which you may use the Renewables Installer Finder tool and upload Content to it.

12.2 The Renewables Installer Finder tool is designed to make it easier for Scottish consumers to identify offers available from the microgeneration industry in Scotland, to encourage microgeneration installations, and to improve the market for microgeneration installers and potential customers by providing helpful information.

12.3 **Prohibited Content:** You will not upload Content that:

12.3.1 is demeaning, malicious, defamatory, abusive, offensive, or hateful;

12.3.2 is unlawful, infringing, deceptive, inaccurate, misleading, fraudulent, or invasive of privacy or publicity rights;

12.3.3 makes threats of any kind or that intimidates, harasses, or bullies anyone;

12.3.4 is obscene, pornographic or sexually explicit;

12.3.5 depicts violence;

12.3.6 promotes, facilitates or organises any civil disturbance or riot;

12.3.7 if you are an Installer, is not compliant with the Trading Standards Institute (TSI) Consumer Codes Approval Scheme (CCAS) (where applicable), the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (**CAP Code**), the Consumer Protection from Unfair Trading Regulations 2008 (**CPR**), the Unfair Terms in Consumer Contracts Regulations 1999 (**UTCCR**) or any other applicable advertising or promotions law, regulation or code of practice or any industry code to which you are a signatory;

12.3.8 if you are a Customer, has been influenced in any way by any offer, inducement, payment or other benefit offered to you by an Installer or any person acting on behalf of an Installer to upload a rating or comment, or to

the extent Content you upload is an expression of your opinion does not represent your independent, personally held opinion;

12.3.9 is an upload of any Content that we have previously removed from the Renewables Installer Finder tool for any reason, other than to the extent you have amended the same to address adequately the reason for the removal;

12.3.10 contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including the Renewables Installer Finder tool itself;

12.3.11 encourages conduct that would violate or violates any law or advocates illegal activity;

12.3.12 contains restricted or password only access pages or hidden pages or images; or

12.3.13 provides a link to any of the above, and Content referred to in this paragraph 12.3 is **Prohibited Content**.

- 12.4 **Prohibited Activities:** When using the Renewables Installer Finder tool or any facilities available through the Renewables Installer Finder tool, you will not:
- 12.4.1 solicit personal information from anyone under 18;
 - 12.4.2 upload any Content relating to another person without that person's consent (unless you are a Customer uploading Content relating to an Installer);
 - 12.4.3 post any Content where the subject matter of the Content includes any individuals under the age of 18 or other vulnerable individual without obtaining the consent of the applicable parent or guardian;
 - 12.4.4 harvest or collect email addresses or other contact information from other users or visitors for the purposes of sending unsolicited emails or other unsolicited communications;
 - 12.4.5 send or make available any unsolicited or unauthorised advertising, promotional materials, "spam", "chain letters", "pyramid schemes" or any other form of solicitation (but for the avoidance of doubt, information about Installers, the services they provide and any offers they have available are permitted as long as the same comply with paragraph 12.3);
 - 12.4.6 use the Renewables Installer Finder tool in any unlawful manner or in any way that could damage, disable, overburden or impair the Renewables Installer Finder tool or the website on which it is available;
 - 12.4.7 use automated scripts to collect information from or otherwise interact with the Renewables Installer Finder tool;
 - 12.4.8 impersonate any person or entity or misrepresent yourself in any way;
 - 12.4.9 use or attempt to use another person's details or create a false identity on the Renewables Installer Finder tool;
 - 12.4.10 sell or otherwise transfer your registration to the Renewables Installer Finder tool (other than where an Installer sells the whole of its business as a going concern);
 - 12.4.11 abuse, threaten, intimidate or harass anybody;
 - 12.4.12 engage in any predatory or stalking conduct;
 - 12.4.13 use the Renewables Installer Finder tool for any illegal or unauthorised purpose; or
 - 12.4.14 circumvent or modify, or attempt to circumvent or modify, any security technology or software that are part of the Renewables Installer Finder tool,
- and the activities referred to in this paragraph 12.4 are **Prohibited Activities**.
- 12.5 The uploading of Prohibited Content and/or the doing of any of the Prohibited Activities described in this Content Policy will be a material breach of these terms. We reserve the right to delete from the Renewables Installer Finder tool any Content that violates these terms. We reserve the right to terminate or suspend the user account of any user who has (or who we reasonably suspect to have) uploaded Prohibited Content or done any of the Prohibited Activities, or to restrict the access of any such user to the Renewables Installer Finder tool. We are under no obligation to reactivate any user account or remove any restriction on access to the Renewables Installer Finder tool following any termination, suspension or restriction.
- 12.6 We may disclose your name and contact details where we are required to do so under a court order, or following any other request (including in respect of criminal and civil

matters) if we believe that the response is required by law or is reasonably necessary to protect other users or the values and objectives of the Renewables Installer Finder tool.

- 12.7 Where permitted under applicable law, we may disclose your identity and contact details to any third party who claims that any Content you have uploaded to the Renewables Installer Finder tool constitutes a violation of their intellectual property rights, constitutes a violation of their right to privacy, is a breach of the Content Policy, is a breach of any of these terms, or causes any actionable harm. You must provide us with all relevant information relating to any such claim without delay. We will try to notify you first before doing this by using the contact details you have provided but we do not guarantee we will notify you first.
- 12.8 You will reimburse us for any losses, damages, costs, fines, expenses or liabilities we incur arising out of or in connection with your breach of the Content Policy (including but not limited to where a third party brings any action against us linked to your breach of the Content Policy).

13 No moderation or monitoring

We do not as a matter of course monitor or moderate any Content uploaded to the Renewables Installer Finder tool. It is your responsibility to ensure that your Content complies with these terms. We may from time to time monitor or moderate any Content uploaded to the Renewables Installer Finder tool as a result of receiving a report under paragraph 14 or otherwise if we have reason to believe any Content does not comply with these terms. Such moderation may include deleting the Content without notice.

14 Reports

- 14.1 If you believe that any Content on the Renewables Installer Finder tool is contrary to the Content Policy, infringes any intellectual property or privacy rights of yours or any third party, or otherwise breaches these terms, you may report it by using the reporting links on the Renewables Installer Finder tool. To do so you must:
- 14.1.1 click on the 'report comment' button (if you wish to report a comment made by another user) or click on the 'report issue' button (if you wish to report an Installer offer or a technical issue with the Renewables Installer Finder tool);
 - 14.1.2 in the report form that appears complete the contact details requested, indicate why you are reporting the relevant Content and, if you wish, submit any other information you consider relevant to your report;
 - 14.1.3 read and agree to the statement that appears in the report form by ticking the appropriate box; and
 - 14.1.4 click 'submit' to send your report.
- 14.2 When you submit a report the relevant Content will automatically disappear if it is a comment about an Installer, or if it is an Installer offer and you have indicated it is inaccurate, misleading and/or breaches the Trading Standard Institute (TSI) Consumer Codes Approval Scheme (CCAS) (where applicable), the CAP Code, the CPR, the UTCCR or any other applicable law. In other cases, submitting a report will send an alert to our Renewables Installer Finder tool administrators who will review the relevant Content and decide whether to delete it or to allow it to remain on the Renewables Installer Finder tool, making that decision by reference to these terms including particularly the Content Policy.
- 14.3 If you uploaded Content that is automatically removed or that we decide to remove from the Renewables Installer Finder tool after receipt of a report we will send you an e-mail notification. We will replace the relevant Content with a message indicating that it has been removed. The e-mail notification we send you will invite you to submit a new comment or to upload a new offer, as applicable. You can do so if you want but do not have to.

14.4 If you submit a report and we decide not to remove the relevant Content from the Renewables Installer Finder tool we may send you an e-mail explaining why but are not obliged to do so.

14.5 If you disagree with a decision we make to remove Content you have uploaded or to allow Content to remain on the Renewables Installer Finder tool after you have reported it you can contact us at renewablesinstallerfinder@est.org.uk and, if appropriate, we may discuss the matter with you further. You should note, however, that our decision remains final in respect of whether particular Content should remain on the Renewables Installer Finder tool or be removed.

15 Linking to and framing the Renewables Installer Finder tool

15.1 You may link to any page on this Renewables Installer Finder tool, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, from any website that is not owned by you or from any website which does not comply in all respects with the standards reflected in the Content Policy. You must always make it clear that the content you are linking to came from this Renewables Installer Finder tool. You must not frame the Renewables Installer Finder tool on any other site.

15.2 We reserve the right to withdraw linking permission without notice.

16 Use of digital assets (digital banners and buttons) provided by the Energy Saving Trust in relation to the Renewables Installer Finder tool

16.1 The digital assets provided by the Energy Saving Trust (which denote an EST Mark) are strictly for the use of certified installers that are published on the Renewables Installer Finder tool. The aforementioned digital assets do not represent an endorsement of any kind of a company, product or services.

16.2 If you use the digital assets you agree to immediately remove such digital assets as requested by the Energy Saving Trust if they are found to be misused or inappropriately referred to as an endorsement of the company by the Energy Saving Trust, Scottish Government or any of its partners.

16.3 The Energy Saving Trust's digital assets will not to be used by an installation company that is not live and published on the Renewables Installer Finder tool. If your company's MCS certification lapses or is withdrawn at any time, you agree to immediately cease using the digital assets and the relevant EST Mark on the company website, literature, or any advertising or promotional materials in which the EST Mark appears.

16.4 You agree to not use any EST Mark for any other purposes whatsoever, nor use any other name, mark or other brand belonging to or controlled by EST, without the express prior written permission of EST.

17 Links from the Renewables Installer Finder tool

17.1 The Renewables Installer Finder tool may provide links to third party web sites.

17.2 Linked sites are not under our control, and we make no warranties or representations as to the quality, suitability, functionality or legality of the sites to which the Renewables Installer Finder tool may provide links. We accept no responsibility for these sites or for any loss or damage that may arise from your use of them.

18 Viruses, hacking and other offences

18.1 You must not misuse the Renewables Installer Finder tool by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Renewables Installer Finder tool, the servers on which the Renewables Installer Finder tool is hosted or any server, computer or database connected to the Renewables

Installer Finder tool. You must not attack the Renewables Installer Finder tool via a denial-of-service attack or a distributed denial-of-service attack.

- 18.2 We will not be liable for any loss or damage caused by a denial-of-service attack, distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Renewables Installer Finder tool or to your downloading of any material posted on it, or on any website linked to it.

19 Disclaimer

- 19.1 You expressly acknowledge and agree that:

- 19.1.1 the Renewables Installer Finder tool is provided on an "as is" basis and that we make no warranty that the Renewables Installer Finder tool will be uninterrupted, secure or error free;
- 19.1.2 from time to time we may suspend or restrict access to Renewables Installer Finder tool in order to carry out repairs, maintenance or to introduce new facilities
- 19.1.3 Content and Energy Saving Trust Scotland Materials available through the Renewables Installer Finder tool are provided for information purposes only and are not an endorsement or recommendation by us in respect of any Installer,
- 19.1.4 Content is provided by Customers or Installers and not by us and we therefore provide no assurances that the use by you of Content will not infringe third party rights, such as copyright or rights to privacy.
- 19.1.5 you use the Renewables Installer Finder tool at your sole risk and, in particular, you are solely responsible for any decision you make to engage any Installer to provide goods or perform services for you
- 19.1.6 Content and Energy Saving Trust Scotland Materials (including software and data) obtained through the use of the Renewables Installer Finder tool are obtained at your own discretion and risk and we are not responsible for any damage caused by you obtaining the same from the Renewables Installer Finder tool.

- 19.2 We shall not be liable for, or be deemed to be in breach of these terms as a result of any delay in performing or failure to perform any of our obligations where that delay or failure is caused by any circumstances beyond our reasonable control including (but not limited to) act of God, strike, lock out, industrial actions, war, terrorism, riot, civil commotion, vandalism, lightning, fire, storm, flood, earthquake, power failure or explosion, governmental restraint, act of Parliament, other legislation, by-law, prohibition, measure or directive of any kind of any governmental, parliamentary, local or other competent authority.

20 Limitation of liability

- 20.1 You acknowledge that as we do not charge for making the Renewables Installer Finder tool available we are not able to accept liability in respect of it unless we have breached our obligations under these terms, and then only to the extent set out in this paragraph 20.
- 20.2 You acknowledge that based on your agreements and acknowledges set out in paragraph 19 and subject to paragraph 20.5 we shall not be liable to you for:
- 20.2.1 the Renewables Installer Finder tool being unavailable, insecure or containing errors;
- 20.2.2 any reliance you or any person acting through you place on the Content or any other material provided through the Renewables Installer Finder tool;

- 20.2.3 any use by you of the Content infringing third party rights, such as copyright or rights to privacy.
- 20.3 Subject to paragraph 20.5, we shall not be liable to you (whether by reason of our negligence, any non-fraudulent misrepresentation, any breach of these or an express or implied warranty, condition or other term, breach of statutory duty, or otherwise) for any:
 - 20.3.1 loss of profits; or
 - 20.3.2 damage to reputation;
 - 20.3.3 loss of anticipated savings;
 - 20.3.4 loss of anticipated revenues;
 - 20.3.5 loss of business opportunities;
 - 20.3.6 loss of contracts;
 - 20.3.7 loss of goodwill;
 - 20.3.8 loss or corruption of any data;
 - 20.3.9 claim, action or demand made against you by any third party;
 - 20.3.10 indirect loss, damage, cost, expense or claim whatsoever;

which arises out of or in connection with this Agreement.

- 20.4 Subject to paragraph 20.5, the aggregate liability (inclusive of interest and legal and other costs) of us to you in respect of all claims arising under or in connection with your use of the Renewables Installer Finder tool and these terms (whether by reason of any negligence by us or any of its employees or agents, any non-fraudulent misrepresentation, any breach of these terms or an express or implied warranty, condition or other term, breach of statutory duty, or otherwise) shall not in any event exceed £100 (GBP one hundred).
- 20.5 Nothing in these terms shall operate to limit or exclude the liability of either party for any death or personal injury caused by its negligence or that of any of its employees or agents, or for any other matter in respect of which liability cannot lawfully be limited or excluded.

21 Miscellaneous

- 21.1 **Assignment:** You shall not be entitled to assign, sub-contract or otherwise dispose of any of your rights or obligations under these terms without our prior written consent. We may assign, sub-contract or otherwise dispose of any of our rights and obligations under these terms at any time without your consent.
- 21.2 **Severance:** If any of these terms is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that term shall to the extent of such invalidity or unenforceability be deemed severable and all other terms not affected by such invalidity or unenforceability shall remain in full force and effect. If any term is so found to be invalid or unenforceable but would be valid or enforceable if some part of it were deleted, the term in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.
- 21.3 **Entire agreement:** These terms are the entire agreement and understanding, and supersede any previous agreement(s), between the parties in connection with their subject matter.
- 21.4 **Third parties:** These terms are not intended to convey on any person any rights which that person would not have had but for the operation of a jus quaesitum tertio. Any such

rights that do arise may be altered or extinguished without the consent of the third party beneficiaries.

21.5 **Waiver:** No delay or failure by either party in enforcing any of these terms shall be deemed a waiver or create a precedent or in any way prejudice that party's rights under these terms, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy. The rights and remedies provided in these terms are cumulative and are additional to any rights or remedies provided by law.

21.6 **Jurisdiction and governing law:** These terms and all claims arising out of or in connection with these terms and the Renewables Installer Finder tool shall be governed by and construed in accordance with the laws of Scotland. If you use the Renewables Installer Finder tool in the course of your trade or business any dispute arising under these terms or out of or in connection with the Renewables Installer Finder tool shall be subject to the exclusive jurisdiction of the courts of Scotland. If you use the Renewables Installer Finder tool as a consumer (that is, not in the course of your trade or business), you may bring a claim arising under these terms or arising out of or in connection with the Renewables Installer Finder tool in the courts of the country in which you are resident.

22 **Use of company information out with the Renewables Installer Finder tool**

The Energy Saving Trust may require to use the information you have chosen to publish on your company profile page for analysis purposes with government departments or bodies (including devolved nations) that provide funding to the Energy Saving Trust or have an interest in our activities.