

Terms and Conditions for Customers participating in the Green Deal Home Improvement Fund effective from 16th March 2015 and do not apply to an Application made before 16th March 2015

Please note these Terms and Conditions differ from the terms and conditions for customers participating in the Scheme available on the gov.uk website prior to 16th March 2015

General

1. (a) These Terms and Conditions do not apply to an Application made before 16th March 2015.

(b) In making an Application for an incentive payment under the Scheme you confirm that you accept the Relevant Terms and Conditions;

(b) **“Relevant Terms and Conditions”** means, subject to paragraph (c) and clause 5, the most recent version of the terms and conditions for customers participating in the Scheme which are available through the gov.uk website at the time that you make your Application.
2. The Relevant Terms and Conditions constitute an agreement between you and DECC and apply to your Claim. The agreement is made at the time that your Application is received by the Scheme Administrator.
3. An Application can only be made where funding from DECC is available for the relevant incentive payment and where DECC continues to make the relevant offer. Funding will be allocated on a first come, first served basis.
4. The definitions set out in Annex B shall apply to these Terms and Conditions.

Variation, Suspension and Closure

5. DECC may revise the Relevant Terms and Conditions as they apply to your Claim. We will give you reasonable advance notice of the changes and let you know how to cancel your Claim if you are not happy with the changes.
6. DECC may suspend, close or make changes to the Scheme, including the incentive payment rates available, with immediate effect, without notice and at any time. Any Applications made after the Scheme has been suspended or closed will be rejected.

Available incentive payments

7. Subject to clauses 8 and 9, you may apply for a Voucher for the following incentive payments in respect of a property:
 - a. 1 x the Two Measures Offer 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 A of Table 1 in Annex A), up to a **maximum** amount of **£1,250**;
 - b. 1 x the Solid Wall Insulation Offer which is equal to 67% 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** (set out in Part B of Table 1 in Annex A), up to a **maximum** amount of **£3,750**;
 - c. 1 x the **GDAR Rebate** in respect of each GDAR relating to a Claim for the Two Measures Offer or the Solid Wall Insulation Offer, 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

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- d. 1 x the **Homebuyer's Bonus** up to a **maximum of £500**, which will be added to a successful Claim for the Two Measures Offer and/or the Solid Wall Insulation Offer and in total will not be greater than:
 - i. for the Two Measures Offer– the amount you have paid or will pay towards the cost of installation up to a maximum of £1,750;
 - ii. for the Solid Wall Insulation Offer– 67% of the total amount you have paid or will pay towards the cost of installation up to a maximum of £4,250; or
 - iii. for a combined Two Measures Offer and Solid Wall Insulation Offer - £5,500, subject to the rules outlined at sub-clauses 7(a) and 7(b).
8. The amount(s) you have paid or will pay towards the cost of installing eligible energy saving improvement(s) or the GDAR(s) will reflect those evidenced by the invoices submitted to redeem your Voucher.
9. The incentive payments described in sub-clauses 7(c) and 7(d) may only be applied for in conjunction with one or both of the incentive payments described in sub-clauses 7(a) and 7(b).
10. The incentive payments described in sub-clauses 7(c) and 7(d) will only be paid in the event that your Claim for one or both of the relevant incentive payments described in sub-clauses 7(a) and 7(b) is successful.

Application and issue of a Voucher

11. By making an Application to the Scheme Administrator for a Voucher for an incentive payment you confirm your eligibility to receive an incentive payment under the Scheme, at the time you make an Application you must therefore ensure that you satisfy the Eligibility Criteria.
12. **You must make an Application and have received a Voucher before the Installation Work commences.**
13. DECC reserves the right to temporarily suspend the processing of one or more Applications and/or issuing of one or more Vouchers under the Scheme where it considers it necessary to do so to ensure the good administration of the Scheme.
14. At any time after an Application has been made, if DECC or the Scheme Administrator considers it necessary, DECC or the Scheme Administrator may audit, or request further information in respect of your Claim and/or a potential non-compliance with the Scheme terms and conditions by you or any third party. You must assist and cooperate with an audit, and provide further information requested, promptly and within any timeframe specified by DECC or the Scheme Administrator.
15. A Voucher will:
 - a. be valid for 6 (six) months from the date it is issued; and
 - b. be for your use and benefit only and only valid in relation to the energy saving improvement(s) and the property which were the subject of your Application. The incentive payment will be paid only to you, meaning either to a bank account in your name, which was opened and is operated by you, or by way of a cheque payable to you. You must not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with the Voucher or the benefit of the Voucher.

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16. The issuing of a Voucher does not mean that the contents of the related Application have been approved by DECC or the Scheme Administrator, it is your responsibility to ensure the contents of your Application are correct, complete and evidence compliance with these Terms and Conditions.
17. 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

18. 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 Claiming 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 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 enter into an agreement 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.
19. The Registered Participant must install energy saving improvement(s) in compliance with the Scheme terms and conditions that apply to them.
20. 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 relevant 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. complete and sign the Voucher where indicated.

Voucher redemption

21. Subject to clause 22, in order to receive your incentive payment, you must, after the Claims Portal is open to receive Voucher redemptions and after the Installation Work has been completed, redeem your Voucher by submitting the following documents to the Scheme Administrator through the Claims Portal:

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- a. the completed original Voucher, signed by you and each of the Registered Participants responsible for the Installation Work;
 - b. a copy of the invoice prepared by the Registered Participant(s) which clearly identifies the total cost paid or payable by you (net of any finance cost or interest and/or any discount or refund applied or to be applied either before or after payment) for each of the energy saving improvements installed at your property under the Scheme in respect of which you are Claiming;
 - c. where you are Claiming the GDAR Rebate, a copy of the invoice for the relevant GDAR; and
 - d. where you are Claiming the Homebuyer's Bonus, any relevant documentation reasonably required by DECC or the Scheme Administrator.
22. Where you have made your Application by telephoning and then submitting paper copies of the Application Documents to the Scheme Administrator, and provided you have the prior consent of the Scheme Administrator, you may, after the Installation Work has been completed, redeem your Voucher by ensuring the Scheme Administrator receives, at its address provided on your Voucher, paper copies of those documents listed in clause 21.
23. Before submitting your Voucher redemption, you must ensure that you continue to satisfy the Eligibility Criteria.
24. 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.
25. You must ensure that the energy saving improvements installed under the Scheme in respect of which you are Claiming 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

26. 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.
27. If, after completing 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.
28. If you would like to make changes to the Voucher that you have received, including changing a Registered Participant named on your Voucher, you must contact the Scheme Administrator. If DECC or the Scheme Administrator agree with your requested change the Scheme Administrator will issue an amended Voucher.

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Payment

29. Following submission of your Voucher redemption, payment of the incentive payment may be withheld or delayed by the Scheme Administrator if DECC or the Scheme Administrator considers that further auditing or information gathering is necessary. The Scheme Administrator will use reasonable endeavours to notify you within 20 working days of you submitting your Voucher redemption if this is the case.
30. Subject to clause 29, should DECC consider a Voucher redemption to have satisfied these Terms and Conditions, DECC or the Scheme Administrator will use reasonable endeavours to make the incentive payment to you within 20 working days of receipt of submission of your completed Voucher redemption.

Rejection, variation, cancellation, repayment etc. (including consequences of breaching these Terms and Conditions)

31. DECC reserves the right to reject an Application for a Voucher, cancel and/or vary a Voucher or incentive payment 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 is found to be untrue, inaccurate, misleading or incomplete;
 - ii. you did not at the time of making your Application satisfy the Eligibility Criteria or, since making your Application, 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 29; or
 - v. you otherwise fail to comply with these Terms and Conditions, including but not limited to failure to provide further information requested by DECC or the Scheme Administrator pursuant to clause 14 within any timeframe specified by them;
 - b. where DECC has reasonable grounds to believe that your receipt of an incentive payment, or your use of it, contravenes or will contravene 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 is intended to circumvent the state aid provisions of this Scheme; or
 - d. where 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.

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32. Except where clause 31(d) applies, you will be notified in writing by the Scheme Administrator in advance of DECC's intention to exercise its rights under clause 31 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 on which the Scheme Administrator's notification is sent.
33. 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 on which the notification is sent, or such other reasonable deadline that the Scheme Administrator might agree with you in writing, or within such time as a court or the European Commission requires

Record keeping

34. You must keep copies of the documents referred to in clause 21, any guarantees provided by the Registered Participant(s) in respect of the energy saving improvement(s) installed at your property and 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. You must keep these for 6 years from the date you receive the incentive payment. We strongly recommend that you retain evidence of submission of your Application and Voucher redemption. 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

35. 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

36. If you are, or have been, provided with a UIN by DECC or the Scheme Administrator you must include it in each Application under the Scheme.
37. 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 16 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).

Limitation of liability

38. DECC's liability to you is limited to the incentive payment. DECC and the Scheme Administrator are not responsible or liable for the quality and/or performance of the energy

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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.

39. 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.
40. Nothing in these Terms and Conditions purports to exclude or limit DECC's or the Scheme Administrator's liability for death or personal injury caused by negligence of DECC or the Scheme Administrator, fraud or fraudulent misrepresentation by DECC or the Scheme Administrator, or any other matter which, by law, may not be excluded or limited.

Miscellaneous

41. **Data Sharing and Processing** – By agreeing to these Terms and Conditions you consent to details about your Claim being processed by DECC and/or 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, other relevant Green Deal governance bodies (as approved by DECC), other government departments and any relevant enforcement authorities. Any data processed or shared in this way will be limited to that which is necessary: to ensure effective operation of the Scheme; for effective review and evaluation of the Scheme; to investigate or prosecute non-compliance with these Terms and Conditions or relevant requirements of law relating to action taken in relation to the Scheme; for fraud prevention and mitigation (including audit activities); for research, evaluation and statistical purposes, and potentially for future contact via telephone, mail or email by DECC or a person acting on DECC's behalf for these purposes.
42. **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.
43. **Third party rights** – A person who is not a party to these Terms and Conditions shall not have any rights to enforce them.
44. **Waiver** - No failure or delay by DECC to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy by DECC, nor shall it prevent or restrict the further exercise of that or any other right or remedy by DECC. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy by DECC.
45. **Severance** – If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

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46. **Entire agreement** - This agreement constitutes the entire agreement between you and DECC and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and DECC, whether written or oral, relating to its subject matter. You shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

47. **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 Criteria

Part A: General Eligibility Criteria	
<i>The following Eligibility Criteria apply to ALL Claims 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	<p>For each energy saving improvement in respect of which an Application has been made, you must have received a quote from a Registered Participant for the Installation Work which as a minimum contains the following information:</p> <ul style="list-style-type: none"> a) your name; b) the address of the property to which the quote relates; c) the name of the Registered Participant(s) who provided you with the quote, which must be the name used by the Registered Participant to register with the Scheme; and d) the total estimated cost of the work to install the energy saving improvement including VAT and any discount or refund applied or to be applied either before or after payment, and excluding any cost of finance or finance interest. <p>A single quote may provide this information in respect of more than one energy saving improvement for which an Application has been made, provided items (a) to (c) are the same and item (d) is listed separately for each energy saving improvement.</p> <p>Provided items (a) to (d) are clearly and distinctly included in the quote for each energy saving improvement, the quote may also include additional information which is clearly identified (for example, costs of ancillary works, and any finance interest).</p>
3	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 make an Application.
4	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 your Application for the relevant energy saving improvement(s) is received by the Scheme Administrator.
5	The energy saving improvement(s) in respect of which you are Claiming must be recommended in the EPC or GDAR supporting the Claim and comply with the requirements of Part B below.
6	You, the Registered Participant(s) that will carry out the Installation Work (or their employer or contractor), or any other person, must not be in receipt of any ECO Funding or other Government Funding in respect of the energy saving improvement(s) for which you are Claiming under the Scheme.

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Part B: Eligible energy saving improvement(s)	
<i>The following rules apply to ALL Claims under the Scheme.</i>	
7	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	
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 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. Waste water heat recovery	One
Part B	
And/or Solid Wall Insulation	
Internal or external wall insulation	At least 50% of external walls

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Part C: Additional Eligibility Criteria for the Homebuyer's Bonus	
<i>The following additional Eligibility Criteria apply if you are Claiming the Homebuyer's Bonus.</i>	
8	You must have purchased the residential property (new build or otherwise) that your Claim relates to within the 12 months prior to making an Application 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.
9	You have not already successfully redeemed a Voucher that included a Homebuyer Bonus in respect of the property described in paragraph 8.
Part D: Additional Eligibility Criteria for the GDAR Rebate	
<i>The following additional Eligibility Criteria apply if you are Claiming the GDAR Rebate.</i>	
10	You must have a GDAR in respect of the property at which you intend to install energy saving improvement(s) under the Scheme.
11	That GDAR must have been completed within the 24 months prior to the date on which your Application for a Voucher for an incentive payment for the energy saving improvement(s) in paragraph 10 is received by the Scheme Administrator.
12	You must also apply in the same Application for a Voucher for the Two Measures Offer and/or the Solid Wall Insulation Offer in respect of the energy saving improvement(s) recommended in the GDAR.
13	You must provide the GDAR registration number (the RRN) in the Application Form for the Voucher described in paragraph 12.
14	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	
<i>The following additional Eligibility Criteria apply if you are an Undertaking.</i>	
15	You will not be eligible to make an Application for a Voucher under the Scheme if you have not met the requirements of clause 36 of these Terms and Conditions in respect of other Claims under the Scheme.
16	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

<p>“Application”</p>	<p>means,</p> <ol style="list-style-type: none"> 1) subject to sub-paragraph c), one of sub-paragraphs a) or b): <ol style="list-style-type: none"> a) accurate completion by you of: <ol style="list-style-type: none"> i. the Application Form online; and ii. submission of the Application Documentation, within two hours of completing the Application Form, through the online link emailed by the Scheme Administrator to the email address provided by you in the Application Form; b) accurate completion by you of the Application Form by telephoning the Scheme Administrator (whose telephone number may be found on the gov.uk website), subject to receipt of paper copies of the Application Documents by the Scheme Administrator within three working days. The Scheme Administrator can only answer telephone calls at certain times of day and on certain days and telephone lines may be in high demand, you must take this into account when planning your Application; c) DECC at its sole discretion will determine whether an Application has been accurately completed and may allow such additional time as DECC considers is reasonable for the submission to the Scheme Administrator of a GDAR registration number (the RRN); and 2) the email address you provide in the Application Form must be your email address and, unless you are an Undertaking, must not have previously been provided in an Application Form which does or may form part of an Application at any time from and including 2 June 2014;
<p>“Application Documentation”</p>	<p>means:</p> <ol style="list-style-type: none"> a) the quote or quotes received by you from a Registered Participant for each energy saving improvement in respect of which the Application has been made, as described in paragraph 2 of Part A of Annex A; and b) if you are an Undertaking, one of the following documents which evidences your ownership of the property to which your Application relates: <ol style="list-style-type: none"> i. a certificate from Land Registry; ii. a scanned copy of a signed and dated statement or letter from your solicitor; iii. a Stamp Duty Land Tax Certificate from HMRC.
<p>“Application Form”</p>	<p>means the application form for the Scheme available through the gov.uk website;</p>
<p>“Claim” or “Claiming”</p>	<p>means action taken, or the taking of action, in order to receive a Voucher (including making an Application) and an incentive payment under the</p>

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	Scheme;
“Claims Portal”	means the online portal at the link provided in your Voucher through which documents can be submitted in order to redeem your Voucher;
“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), as amended, or any successor scheme such as the draft Electricity and Gas (Energy Company Obligation) Order 2014 (currently before Parliament), that may be applicable in respect of the installation of any of the energy saving improvements at your property under the Scheme;
“Eligibility Criteria”	means the eligibility criteria for the Scheme that are relevant to your Claim and set out at Annex A of these Terms and Conditions;
“EPC”	has the meaning given in the Energy Performance of Buildings (England and Wales) Regulations 2012 (S.I. 2012/3118);
“EU”	means the European Union;
“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 ¹ ;
“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 any other Central Government funding, including but not limited to funding from the Welsh Assembly Government or any Welsh Minister, 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;
“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 C of Annex A;
“Installation Work”	means the work to install at your property the energy saving improvements in respect of which you have, or you intend, to Claim;

¹ OJ No L.352, 24.12.2013, p1.

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“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;
“the Solid Wall Insulation Offer”	means the incentive payment described in clause 7(b) of these Terms and Conditions;
“these Terms and Conditions”	means the Relevant Terms and Conditions, as may be varied from time to time under clause 5;
“the Two Measures Offer”	means the incentive payment described in clause 7(a) of these Terms and Conditions;
“UIN”	means an Undertaking’s unique identification number;
“Undertaking”	means any entity engaged in an economic activity within the meaning of EU law relating to state aid (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 obtain an incentive payment in respect of the energy saving improvements installed at your property;
“you”	means the owner or occupier of a residential property making, or who has made, a valid Application.