

## **Low Carbon Communities: Community Building Fund - Terms and conditions of grant**

### **Definitions**

*“Action Surrey”* means the energy efficiency project operated by Thamesway Sustainable Communities Ltd.

*“Community building fund”* means the grant scheme administered by Action Surrey to help community buildings reduce their energy consumption through the Low Carbon Communities project.

*“Customer”* means the legal owner or management committee of a community facility or an authorised representative of the aforementioned.

*“Low Carbon Communities”* means the project operated by Action Surrey to create community action on energy advice and behaviour change through the development of a vibrant community of local residents, community groups, community buildings, community energy champions, volunteers and businesses across Surrey.

*“Specified energy saving improvement”* means a physical improvement to the property which is likely to lead to a reduction in its energy consumption as approved by Action Surrey.

*“Eligibility criteria”* means the eligibility criteria for the grant specified by Action Surrey set out in Annex A which Action Surrey may vary from time to time.

### **General provisions**

1. These terms and conditions apply to a customer who is awarded a grant to install specified energy saving improvements through Action Surrey and acceptance by the customer of these Terms and Conditions in their entirety is a requirement for award of this grant;
2. Satisfaction of the eligibility criteria (Annex A) for the grant is not a guarantee that an application will be successful;
3. Grants for specified energy saving improvements under Action Surrey are subject to the availability of funds. Agreement to these Terms and Conditions shall not result in any obligation on Action Surrey to provide a grant to the customer;
4. Customers who make an application for the grant through the project must read and agree to these terms and conditions and the provisions of Annex A, B, and C, and to sign and date the declaration in this document;
5. When participating in the Community Building Fund a customer must:
  - a) Ensure all details they provide about themselves and their property are correct;
  - b) Have obtained the necessary permission and consents from the owner(s)/management committee of the property.

### **Cancellation**

6. Action Surrey reserves the right to:

- a) Cancel the grant if circumstances change so that the customer no longer meet the eligibility criteria in Annex A; or
- b) Cancel the application if the customer provides incorrect application details; or
- c) Cancel the application for any other reason that prevents Action Surrey fulfilling its obligations.

#### **Data sharing**

7. By agreeing to these terms and conditions the customer gives consent for details about their application for the grant to be shared with Local Authorities in Surrey, subject to the requirements of the Data Protection Act 1998. Any data shared under clause 7 will be that which is necessary for ensuring effective operation of Action Surrey and fraud mitigation.

#### **Defective improvements or installations**

8. Neither Action Surrey nor relevant Local Authorities have any responsibility or liability in respect to the quality or performance of the specified energy saving improvements or for any subsequent fabric or heating system alterations required as a result of specified energy saving improvements. Any complaints or comments should be reported to Action Surrey. It will be resolved in accordance with the relevant complaints procedure and normal trade association guidelines.

#### **Variation**

9. Action Surrey may vary these terms and conditions from time to time, and will inform the customer of any changes that occur.

#### **Freedom of Information**

10. Action Surrey may be obliged 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;

11. Customers must assist and cooperate with Action Surrey, as reasonably requested, to enable compliance with the requirements referred to in clause 11;

12. Action Surrey reserves the right to pass on any information received through the application process to relevant enforcement bodies such as the Department for Business, Energy and Industrial Strategy (BEIS), and the Office of Fair Trading.

#### **Limitation of liability**

13. Action Surrey will not be liable for any direct, indirect or consequential losses or damages whatsoever which may arise out of a customer's participation in the Community Building Fund. This includes a customer failing to satisfy any legal requirements of Local Authorities' planning, highways or building control departments and any costs associated with an installation without necessary permissions, or any costs arising from compliance with any direction or notice served by any such authority. Nothing in these terms and conditions purports to exclude or limit Action Surrey's liability for fraudulent misrepresentation;

14. Action Surrey cannot guarantee the customer's energy bills will be reduced as a result of installing specified energy efficiency measures, and cannot be held liable for any future increases in energy bills received by the customer.

**Entire agreement**

15. If the customer accepts a Community Buildings Grant through Action Surrey, these terms and conditions and Annex A (and any document referred to therein) will form the entire agreement relating to the grant and will supersede any previous correspondence and understandings. However, this does not exclude the liability of either party in respect of any previous fraud or fraudulent misrepresentation.

**Third party rights**

16. If the grant is accepted by a customer, the agreement will not confer any rights or benefits on third parties for the purpose of the Contracts (Rights of Third Parties) Act 1999.

**Law and jurisdiction**

17. These terms and conditions will be subject to English law and the jurisdiction of the Courts of England and Wales;

18. Any references to Statutory Provisions or regulations, Guidance Notes and local or governmental regulations referred to in these Terms and Conditions shall be deemed to include and shall include any subsequent Statutory Provisions, regulations, Guidance Notes and Local or governmental provisions replacing or amending the same.

**Signed declaration that these terms and conditions have been read and agreed to in full:**

..... **Date** .....

**(PRINT NAME: .....**)

**Annex A – Eligibility Criteria**

1. The customer must represent a not-for-profit community based organisation. For example a village hall or community centre management committee, a parish council, an independent charitable organisation or a residents association.
2. The customer must have permission in writing from the building owner / management committee to make specified energy saving improvements to the building.
3. The building in the application is in Woking.
4. The customer can demonstrate that the building is regularly used by a wide cross-section of the community.
5. The customer must be able to and willing to pay or raise funds for the remaining costs of the work within 90 days of receiving confirmation that a grant will be awarded.

6. The customer must certify, in writing, that they have sought and received any necessary consent to satisfy planning regulations, highways and building control. No grant will be confirmed until Action Surrey is satisfied the installation will be legally compliant.

7. The customer must submit the Application Form no later than 1 August 2017. Applications by customers who submit the Application Form after this date will not be considered.

#### **Annex B - Condition of the grant**

1. The grant must be used to contribute towards the capital cost of specified energy saving improvements agreed in writing by Action Surrey and installed by the contractor specified in writing by Action Surrey;

2. Following the receipt of confirmation of a grant, it is the customer's responsibility to arrange a date with the installer specified in the confirmation letter to progress the installation of the specified energy saving improvement;

3. Following the installation of the energy saving improvement the customer must sign a document provided by the installer to state that the work has been completed satisfactorily;

4. The installer will provide a copy of the signed customer satisfaction form and a copy of the invoice for the specified energy saving improvement to Action Surrey. Following receipt of both documents, Action Surrey will provide a cheque to the customer for the total amount of grant as agreed in writing by Action Surrey;

5. Action Surrey can under no circumstances be held liable for the customer failing to comply with the installer's payment terms and conditions;

6. Action Surrey reserves the right to invalidate the confirmation of the grant after it has been issued to the customer in the event that the customer is not able to demonstrate they can meet the payment of the balance of the costs charged by the installer;

7. Grants will be awarded based on the strength of the customer's application (taking into consideration their completed Application Form Part 1, Energy Audit Report, Application Form Part 2 and the Energy Audit) in relation to the strength of other applications received before the scheme deadline. The allocation of any grant is at the complete discretion of Action Surrey;

8. A grant will only be awarded to support the installation of the specified energy saving improvement(s) specified in writing by Action Surrey and installed by the contractor specified in writing by Action Surrey;

9. The contractor used to install the specified energy saving improvement(s) must be a pre-approved member of Action Surrey's trusted installer network;

10. The installation of specified energy saving improvements must be completed within 9 months of receiving confirmation of a grant.