

# **EST Community HEC Terms and Conditions of Use**

This document outlines the Terms and Conditions, and your responsibilities when using the Energy Saving Trust's Community Home Energy Check (the "Community HEC Tool"). Please read this document carefully and then confirm you agree to the Terms and Conditions so we can activate your account.

## **Terms and Conditions**

The Community HEC Tool is operated by Energy Saving Trust Limited (company no. 2622374), hereafter referred to as "Energy Saving Trust" or "We".

The use of the Community HEC Tool is subject to the following terms:

1. It is your responsibility to ensure that any Community HEC Tool data is collected and used in a manner consistent with the Guidance for Community Group Leaders on using the Community HEC (see pages 3 & 4 of this document).
2. Any use of Community HEC Tool is only permitted for the intended purposes of:
  - 2.1. Delivering impartial advice to householders
  - 2.2. Use by social enterprises and unconstituted community groups
  - 2.3. Helping community home energy advisers and householders convert advice into action
  - 2.4. Helping communities and individuals track their impact
  - 2.5. Helping communities to set up bulk purchase schemes on energy saving measures
  - 2.6. Helping community groups communicate their activity to their community
  - 2.7. Supporting community groups in setting up referrals for energy saving measures (see page 4 for further information).
3. Use of the Community HEC Tool is prohibited for any other purpose including, but not limited to;
  - 3.1. Making direct referrals to private companies
  - 3.2. Collecting personal data for commercial use
  - 3.3. Use by 'for private profit' companies
  - 3.4. Use by 'hard sell' installers to imply Energy Saving Trust endorsement of their products or services
  - 3.5. Selling particular products
  - 3.6. Creating direct marketing lists
4. You must not share, or allow access to the Community HEC Tool with any unauthorised third party without the written prior consent from Energy Saving Trust.
5. You must not use or attempt to use any automated program to access the Community HEC Tool, or to search, replicate display or obtain links to any part of this site. All access to and use of the services via any automated software agent is prohibited. This includes without limitation, any mechanical program, screen scraper, spider or other web crawler.

6. Energy Saving Trust will use your information to provide you with access to the Community HEC tool portal and inform you of any updates and changes to the service. We will not share your information with third parties without your consent except as described within our [privacy policy](#) or unless we are legally required to do so.
7. Energy Saving Trust will carry out checks on your organisation before allowing you to use the Community HEC Tool and may also carry out random checks with customers to ensure they are happy with how their data is being used. If we feel that you are breaching these Terms of Use we reserve the right to withdraw your permission to use personal data collected via the Community HEC Tool. If we decide that a serious breach of trust and abuse of access to personal data has occurred we will withdraw all access to the Community HEC tool and may take legal action against you or your company.
8. Energy Saving Trust reserves the right, in its sole discretion to withdraw access to the Community HEC Tool at any time (without waiving the right to any other remedy Energy Saving Trust deems appropriate).
9. Neither Energy Saving Trust nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Community HEC Tool for any particular purpose other than that intended. You acknowledge that such information and materials may contain inaccuracies or errors and Energy Saving Trust expressly excludes liability to the fullest extent permitted by law for any direct, indirect or consequential damages however caused, resulting from reliance on or use of the information and materials contained on the Community HEC Tool.
10. This Community HEC Tool contains material which is owned by or licensed to the Energy Saving Trust. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with copyright and other relevant intellectual property law.

# Guidance for Community Group Leaders on using the Community HEC Tool

## Your responsibilities as a 'Community Leader' using the Community HEC Tool

- The duties and responsibilities regarding personal data should always be taken seriously. The Information Commissioner's Office has published useful information for charities and not for profit groups - <https://ico.org.uk/for-organisations/charity/>
- Ensure that those working on behalf of the Community Group understand their duties and responsibilities regarding personal data
- Ensure the security of any personal data processed by the Community Group
- Maintain accurate records – including those relating to any permissions given to the group regarding the use of personal data

## Your responsibilities working on behalf of a Community Group using the Community HEC Tool

- Understand your duties and responsibilities regarding personal data
- Maintain the security of any personal data
- Only use personal data as instructed by the community group
- Explain the use of personal data to the householder
- Accurately record permissions given by the householder for the use of their personal data (see below)

To help householders understand how their personal data will be used we have included a data protection statement within the Community HEC Tool. If the community group is helping the householder complete the HEC it is important that this statement is shared with the householder before their details are entered into the tool.

There are three levels of understanding and permission requested in the Community HEC Tool:

1. **Community HEC Tool terms and conditions of use; required** – these explain that householder information will be available for the Community Group Leader to access in the form of an anonymised report. This will provide an overview of your community's HEC results. Householders will have to tick a box to say that they understand and accept these terms and conditions to use the Community HEC Tool.
2. **Householder email addresses; optional** – householders are asked to provide their email address so that the Community Group can contact them. This might be to complete a follow-up check on their progress or to evaluate customer satisfaction. Householders can complete the Community HEC tool without providing this information. **Community Groups must not use contact details for any direct marketing unless specific, informed, freely given consent has been obtained from the individual.**

3. **Advice; optional** – householders are asked to agree that the Community Group can view the information they have provided to deliver impartial advice to them and to update their pledges if they notify you that they have taken action or you know that a pledge has been completed. A householder giving permission to use their personal data in this way is not giving permission to pass this information on to anyone else.

Customers can withdraw their permission at any time by contacting the Energy Saving Trust and requesting us to do so. If a community member asks you to remove their details from the Community HEC Tool you should pass their details and request to Energy Saving Trust by e-mailing [foundation@est.org.uk](mailto:foundation@est.org.uk).

### **Permissions**

Customers are free to use the Community HEC Tool without having any contact with their Community Group Leader. You will be able to see their anonymised data in the Community HEC Tool's report but you will only have access to their personal data if they opt in and give you permission to use it as detailed above.

### **Making referrals for energy saving measures**

We understand that community organisations may want to use this tool to support making referrals to private companies for energy saving measures (such as insulation). You must not share any personal details collected through using this tool with anyone. You can, however, use this tool to collect the details of people who are interested in certain energy saving measures to enable you to understand demand and negotiate with installers about setting up a bulk purchase discount, for example.

To make referrals to installers you will need specific consent from the householder. We recommend that you do this using a written form, explaining exactly what you intend to do, what your responsibilities will be and what the customer's rights are. This protects both you and the customer.