TC02 Website Business Subscription Terms of Sale

Last updated on 25th October 2025

BACKGROUND:

These Website Business Subscription Terms of Sale ("Terms of Sale") set out the terms and conditions on which Subscriptions are provided or sold by Us and used or purchased by You acting in a business capacity (acting in any capacity other than as an individual acting as a consumer will for the purposes of these Terms of Sale be deemed and treated as acting in a business capacity) and Paid Content is then made available by Us to You on our platform and can then be accessed and used by You acting in a business capacity through such of our websites www.digitalbuildings.co.uk and www.retrogreen.co.uk (**"Our Websites"**) and/or our software applications capable of being accessed via Our Websites from time to time (**"Our Apps"**) as are relevant.

Please read these Terms of Sale carefully as they govern Your purchase of any Subscriptions and Your access to and use of any Paid Content. Do not purchase any Subscription unless You wish to be bound by these Terms of Sale because, by clicking 'Subscribe', 'Free Trial' or any similar purchase option during any Subscription sign-up process and/or otherwise signing-up to any one of Our Subscription plans, You confirm Your acceptance of these Terms of Sale (which also includes acceptance of Our Website Terms and Conditions of Use, Privacy Policy and Cookie Policy).

When you click 'Subscribe', 'Free Trial' or any similar purchase option during any Subscription sign-up process and/or otherwise sign up to any one of Our Subscription plans, We will provide You with a "Subscription Confirmation", which confirms that We will provide the relevant Subscription to you in accordance with these Terms of Sale and a Contract has been entered into between you and us on that basis. We may issue this Subscription Confirmation to you in electronic or hard-copy format.

Additional terms and conditions, which are specifically applicable to Your role as a lender, assessor, installer or contractor and Your access and use of relevant Paid Content made available via such of Our Apps and/or Our Websites as are relevant are set out in the relevant Setting up an Account attachment below for ease of reference but they will have the same binding legal effect as if set out in these Terms of Sale.

Before You can purchase any Subscription, You will first have to set up an Account. You will not be able to open an Account, purchase any Subscription or access or use any Paid Content through any of Our Websites and/or Our Apps unless, as part of the process of setting up an Account, You first accept and agree to comply with and be bound by these Terms of Sale and the terms and conditions set out in the relevant Setting up an Account attachment below.

These Terms of Sale and the relevant Setting up an Account attachment below: (i) apply to business clients only. These Terms of Sale do not apply to individuals acting as consumers, to whom the Website Consumer Subscription Terms of Sale apply instead; and (ii) constitute the entire agreement between Us and You with respect to Your use or purchase of Subscriptions and Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty, assurance, or promise made

by or on behalf of Us that is not set out in these Terms of Sale or the relevant Setting up an Account attachment below and that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein or therein.

1. Definitions and Interpretation

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means the account, referred to in clause 5.1 below, that you must set up with Us in order to purchase any Subscription;
"Contract"	means a contract between Us and You for the use or purchase of a Subscription to enable relevant Paid Content to be made available to You and enable You to access and use relevant Paid Content through such of Our Websites and/or Our Apps as are relevant, as more particularly set out in clause 5 below;
"Contractor"	means any person, company or other entity acting in a business capacity who has registered for or operates a Contractor Account on the Platform and undertakes or manages the performance of home-improvement, retrofit or construction Works pursuant to a Works Contract. A Contractor shall be responsible for: (a) ensuring compliance with all applicable laws and statutory duties including, without limitation, the Building Safety Act 2022, Building Regulations, TrustMark Framework Operating Requirements, and Competent Person Schemes; (b) performing or supervising the Works with due skill, care, diligence and competence, using appropriate and compliant materials, systems and personnel; (c) maintaining and enforcing compliance by all subcontractors and suppliers with the Building Safety Act competence and information obligations, including maintenance of the golden thread of design, installation and verification data; (d) maintaining suitable levels of public liability, employer and professional indemnity insurance, and providing certificates of such insurance upon request; (e) cooperating with any principal designer, principal

	contractor or accountable person appointed under the Building Safety Act 2022 to ensure that safety, fire and structural risks are identified, managed and recorded appropriately; and (f) remedying any defects, non-compliances or faults in the Works within the rectification or warranty period specified in the Works Contract, in accordance with statutory and regulatory obligations.
"Data Protection Legislation"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
"Installer"	means any person, company or other entity acting in a business capacity who has registered for or operates an Installer Account on the Platform and undertakes the supply and installation of home-improvement measures or retrofit works. An Installer shall ensure that all Works are carried out: (a) in compliance with all applicable laws, regulations and statutory duties including, without limitation, the Building Regulations, the Building Safety Act 2022, the Construction (Design and Management) Regulations 2015, and any relevant guidance, codes of practice or Competent Person Schemes; (b) by competent persons possessing the necessary qualifications, skills, knowledge and experience required under the Building Safety Act dutyholder regime; (c) in a safe, diligent and workmanlike manner using good-quality and compliant materials and well-maintained equipment; (d) so as not to compromise the structural integrity, fire safety or general safety of the property, any neighbouring properties or any occupants; (e) with adequate insurance cover, including professional

	indemnity and public liability insurance, and by providing Insurance-Backed Guarantees (IBGs) where required by regulation, industry practice or the Buyer; and (f) in full cooperation with any information management, record-keeping and documentation requirements forming part of the "golden thread" of information mandated under the Building Safety Act 2022 and associated secondary legislation;
"Paid Content"	means any and all text, images, audio, video, scripts, code, software, databases and other forms of information or material capable of being stored on a computer that is made available by Us on Our platform for planning, designing and managing the installation of a single home improvement measure to a whole home retrofit project and that can be accessed and used through such of Our Websites and/or Our Apps as are relevant following the approval or purchase of a Subscription, as more particularly described in the information that We provide or otherwise make available to You before purchasing a Subscription;
"Step-in Addendum"	means the Oversight and Step-in Rights Addendum between Us and the Contractor or installer, which applies to any Project accepted or awarded through the Retrogreen App or referral process and supplements these Terms.
"Subscription"	means any service subscription offered by Us or purchased by You which provides you with access to Paid Content through such of Our Websites and/or Our Apps as are relevant with information about the period of such access being provided by Us to You before Your purchase of the relevant Subscription, such information to include the information more particularly described in clause 5.4.5 below);
"Subscription Confirmation"	means Our acceptance of Your offer to use or purchase a Subscription and confirmation of Your use or purchase of a Subscription;
"Subscription ID"	means the reference number for Your Subscription;

"We/Us/Our"	means Digital Buildings Limited, a company registered in England under company number 13605846, whose registered address is Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA, and any of its subsidiary companies (including, but not limited to, Retrogreen Limited, a company registered in England under company number 13624474, whose registered address is Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA); and
"You/Your"	means any entity or person acting in a business capacity who accesses any of Our Websites and/or Our Apps for any purpose including setting up an Account, purchasing any Subscription and/or accessing and using any Paid Content.

2. Information About Us

2.1 Our Websites and Our Apps are owned and operated by Us.

2.2 Our customer support department can be contacted by email at customer.support@retrogreen.co.uk.

2.3 Our data protection department can be contacted by email at data.controller@digitalbuildings.co.uk.

3. Access to and Use of Our Websites and Our Apps

3.1 Access to and Use of Our Websites and Our Apps is subject to Our Website Terms and Conditions of Use. Please ensure that You have read them carefully and that You understand them.

3.2 Any Paid Content accessed by You and/or other information or material You obtain from Our Websites and/or Our Apps is used entirely at Your own risk, and We will not be liable for any loss or damage arising out of or in connection with Your access and/or use of Our Websites and/or Our Apps (except to the extent that such liability cannot be excluded by law).

3.3 We make all reasonable efforts to ensure that all descriptions of Subscriptions and Paid Content available from Us correspond to the actual Subscriptions that You purchase and the Paid Content made available to You.

4. Subscriptions, Paid Content, Pricing and Availability

4.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that You have already purchased but will apply to any subsequent renewal or new Subscription. We will inform You of any change in price at least 2 weeks before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in the You End the Contract section below.

4.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.

4.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to certain Paid Content. If We do so and the changes are likely to impact the way You use the Paid Content, We will inform You at least 1 week before the changes are due to take effect. If You do not agree to the changes, You may cancel the Contract as described in the You End the Contract section below.

4.4 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before You purchased Your Subscription for access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.

4.5 We make all reasonable efforts to ensure that all prices shown on Our Websites and/or Our Apps are correct at the time of going online. Changes in price will not affect any order for a Subscription that You have already placed (please note clause 4.9 below regarding VAT, however).

4.6 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase the Subscription at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 1 month, We will treat Your order as cancelled and notify You of this in writing.

4.7 If We discover an error in the price or description of a Subscription after Your order to purchase that Subscription is processed, We will inform You immediately and make all reasonable efforts to correct the error. You have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please refer to the You End the Contract Section below.

4.8 If the price of a Subscription that You have ordered changes between Your order to purchase that Subscription being placed and Us processing that order and taking payment, You will be charged the price shown on Our Websites and/or Our Apps at the time of placing Your order. Any subsequent Subscriptions and renewals purchased will be charged at the new price.

4.9 Prices on Our Websites and/or Our Apps are shown exclusive of VAT. If the VAT rate changes between Your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

4.10 We reserve the right to modify or discontinue temporarily or permanently all or part of the Paid Content with or without notice without liability for any modification or discontinuance, save as expressly set out in these Terms of Sale.

4.11 We may vary these Terms of Sale from time to time and shall post such alterations on Our Websites and/or Our Apps. If the variations to these Terms of Sale are materially detrimental to You We will give You written notice of such variations and, if You do not agree to such variations, then You have the right to notify Us that You wish to cancel the Subscription You have purchased and to stop using the relevant Paid Content made available and accessible, and You should do so immediately (and in any event within 14 days of Us notifying You of the variation).

5. Orders – How Contracts Are Formed

5.1 Our Websites and/or Our Apps will guide You through the process of setting up an Account and purchasing a Subscription (please also see the relevant Setting up an Account attachment below with regard to setting up an Account). Before completing Your purchase of a Subscription, You will be given the opportunity to review Your order to purchase the Subscription and amend it. Please ensure that You have checked Your order carefully before submitting it.

5.2 If, during the Subscription ordering process, You provide Us with incorrect or incomplete information (including any incorrect or incomplete information about You or the type of Paid Content that You require)

please contact Us as soon as possible. If We are unable to process Your order to purchase a Subscription due to incorrect or incomplete information, We will contact You to ask to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from You providing incorrect or incomplete information.

5.3 No part of Our Websites and/or Our Apps constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending You a Subscription Confirmation . Only once We have sent You a Subscription Confirmation will there be a legally binding Contract between Us and You.

5.4 Subscription Confirmations shall contain the following information:

5.4.1 Your Subscription ID;

5.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;

5.4.3 Fully itemised pricing for Your Subscription including, where appropriate, taxes, and other additional charges;

5.4.4 The duration of Your Subscription (including the start date and the expiry or renewal date); and

5.4.5 In relation to any items constituting the Paid Content, the period during which it can be accessed which will be either: (a) the whole period of the Subscription; or (b) a specific period commencing on a stated date that is shorter than that whole period.

5.5 In the unlikely event that We do not accept or cannot fulfil Your order to purchase a Subscription for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You.

5.6 Any refunds due under this clause 5 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.

5.7 Refunds under this clause 5 will be made using the same payment method that You used when You purchased a Subscription.

6. Payment for Subscriptions

6.1 Payment for a Subscription must always be made in advance. Your chosen payment method will be charged when We process Your order to purchase the Subscription and send You a Subscription Confirmation not more than 2 weeks before each renewal date.

6.2 We accept the following methods of payment on Our Websites and/or Our Apps: (i) DD; (ii) Bank Transfer; (iii) Credit card; and (iv) Debit card.

6.3 If You do not make any payment due to Us for a Subscription on time, We will suspend Your access to the Paid Content. For more information, please refer to the Provision of Paid Content section below. If You do not make payment within 7 calendar days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.

6.4 If You believe that We have charged You an incorrect amount, please contact Us at customer.support@retrogreen.co.uk as soon as reasonably possible to let Us know.

7. Provision of Paid Content

7.1 We undertake to use reasonable skill and care in making available to You on these Terms of Sale all Paid Content for which You have purchased a Subscription but, if You choose not to access or make any permitted use of some or all of that Paid Content or, for any reason not attributable to Us, You are unable to do so, You will not be entitled to any refund.

7.2 Paid Content appropriate to the subscription You have purchased will be available to You immediately from when We send You a Subscription Confirmation for the duration of the Subscription You have purchased, including any renewals, or until the Contract is otherwise ended.

7.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:

7.3.1 To fix technical problems or to make necessary minor technical changes as described above in clause 4.2;

7.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements as described above in clause 4.2; or

7.3.3 To make more significant changes to the Paid Content, as described above in clause 4.3 above.

7.4 If We need to suspend the availability of Paid Content for any of the reasons set out in clause 7.3 above, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend such availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform You as soon as reasonably possible after suspension). If the suspension lasts (or We tell You that it is going to last) for more than 1 week, You may end the Contract as describe in the You End the Contract section below.

7.5 We may suspend the availability of Paid Content as follows if We do not receive payment for the relevant Subscription on time from You. We will inform You of the non-payment on the due date, however if You do not make payment within 7 calendar days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from You. If We do suspend provision of the Paid Content, We will inform You of the suspension.

8. Licence

8.1 We will own (and retain) all intellectual property rights (at all times throughout the world) in all Paid Content but when You purchase a Subscription to access Paid Content We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant Paid Content for the purposes of and/or otherwise in connection with Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project and/or the operation of Our platform. The licence granted in this clause 8.1 does not give You any rights in any Paid Content (including any information or material that We may licence in from third parties).

8.2 The licence granted under clause 8.1 above is subject to the following usage restrictions and/or permissions: You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

9. Problems with Paid Content

9.1 We undertake to make Paid Content available to You that complies with the corresponding description that We provided or otherwise made available to You before purchasing the relevant Subscription, and to use reasonable skill and care in doing so. If any Paid Content that We make available through Our Websites and/or Our Apps following Your purchase of a Subscription does not comply or We do not so comply, please contact

Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:

9.1.1 If there is any such non-compliance, We will correct the non-compliance as soon as reasonably possible.

9.1.2 If We cannot correct the non-compliance, or if it has not been (or cannot be) corrected within a reasonable time and without significant inconvenience to You, You will be entitled to a full or partial refund or a reduction in price (to be determined by Us in our sole but reasonable discretion) commensurate with the materiality and nature of the problem in question and its effect and impact on You.

9.2 Refunds (whether full or partial, including reductions in price) under this clause 9 will be issued within 14 calendar days of the day on which We agree that You are entitled to the refund.

9.3 Refunds under this clause 9 will be made using the same payment method that You used when You purchased a Subscription.

10. Ending the Subscription You Have Purchased

10.1 You may cancel the Subscription You have purchased at any time. However, subject to clause 10.2 and clause 11 below, We cannot offer any refunds and You will continue to have access to the relevant Paid Content for the remainder of that Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.

10.2 If You purchase a Subscription by mistake (or allow a Subscription You have purchased to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided You have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If You have accessed any Paid Content once the Subscription has started or renewed, We will not be able to offer any refund and You will continue to have access to the relevant Paid Content for the remainder of that Subscription (up until the renewal or expiry date, as applicable).

10.3 If You wish to exercise Your right to cancel under this clause 10, You must inform Us of Your cancellation by using the cancellation form in Our Websites and/or Our Apps, by email or by post. Cancellation is effective from the date on which You inform Us that You wish to cancel the Subscription You have purchased. If You contact Us directly to cancel, please use the following details:

Telephone: see Contact page on Our Websites
Email: customer.support@retrogreen.co.uk
Post: Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA

in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.

10.4 We may ask You why You have chosen to cancel the Subscription You have purchased and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.

10.5 Refunds under this clause 10 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel the Subscription You have purchased.

10.6 Refunds under this clause 10 will be made using the same payment method that You used when purchasing the Subscription You have chosen to cancel.

11. You End the Contract

11.1 You may end the Contract if We have informed You of a forthcoming material change to the Subscription You have purchased or the relevant Paid Content that We make available or these Terms of Sale that You do not agree to. If the change is set to take effect or apply to You before the end of the currently applicable period of the Subscription You have purchased, We will issue You with a refund for the remainder of the currently applicable period of the Subscription you have purchased. If the change will not take effect or apply to You until the expiry of the currently applicable period of the Subscription you have purchased, the Contract will end at the end of that Subscription period and You will continue to have access to the Paid Content until that date.

11.2 If We have suspended the availability of Paid Content for more than 1 week, or We have informed You that We are going to suspend availability for more than 1 week, You may end the Contract immediately, as described in clause 7.4 above. If You end the Contract for this reason, We will issue You with a partial refund corresponding to the unexpired period of the relevant Subscription extending beyond the termination date of the Contract.

11.3 If availability of the Paid Content will be significantly delayed because of events outside of Our control, You may end the Contract in accordance with clause 15.2.5 below and We will issue You with a partial refund corresponding to the unexpired period of the relevant Subscription extending beyond the termination date of the Contract.

11.4 If We inform You of an error in the price or description of the Subscription You have purchased or the relevant Paid Content that We make available and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason, We will issue You with a partial refund corresponding to the unexpired period of the relevant Subscription extending beyond the termination date of the Contract.

11.5 You also have the right to end the Contract if We are in material breach of any term of the Contract which is either irremediable or, if it is remediable, We do not remedy it within 7 days of You notifying Us of the breach. If You end the Contract for this reason, We will issue You with a partial refund corresponding to the unexpired period of the relevant Subscription extending beyond the termination date of the Contract.

11.6 If You wish to exercise Your right to end the Contract under this clause 11, You may inform Us of Your termination of the Contract by using the cancellation form in Our Websites and/or Our Apps, by email or by post. Such termination is effective from the date on which You inform Us that You wish to terminate the Contract. If You contact Us directly to terminate the Contract, please use the following details:

Telephone: see Contact page on Our Websites
Email: consumer.sales@retrogreen.co.uk
Post: Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA
in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.

11.7 We may ask You why You have chosen to terminate the Contract and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.

11.8 Refunds under this clause 11 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to terminate the Contract.

11.9 Refunds under this clause 11 will be made using the same payment method that You used when You purchased the relevantSubscription.

12. We End the Contract

12.1 We reserve the right to terminate the Contract, the relevant Subscription You have purchased and Your access to the relevant Paid Content at any time without notice for any reason whatsoever (provided that no further fees shall accrue for the terminated Contract and Subscription after the

date of such termination). If we terminate the Contract and the relevant Subscription You have purchased under this clause 12.1 and You have pre-paid for the unexpired period of the Subscription extending beyond the termination date of the Contract, we shall refund You a pro-rata amount in respect of the pre-paid fees for that unexpired period.

12.2 We may suspend or terminate Your access to the platform or any active Project immediately if You fail to cooperate with Us under the Step-in Addendum or otherwise obstruct Our statutory duties under the Building Safety Act 2022.

12.3 Without prejudice to the generality of the above, We reserve the right to terminate the Contract, the relevant Subscription You have purchased and Your access to the relevant Paid Content at any time immediately on giving You notice:

12.3.1 in the event that You are or We reasonably suspect You to be in material breach of any term of this Contract (which shall include, without limitation, where payments due from You are overdue by 14 days or more) which is either irremediable or, if it is remediable, You do not remedy it within 7 days of Us notifying You of the breach;

12.3.2 if You file for bankruptcy or are bankrupt, go into liquidation (whether compulsory or voluntary) otherwise than for the purposes of a bona fide amalgamation or reconstruction, or an administrator or receiver or similar officer is appointed over the whole or any part of your assets, or You enter into any arrangement for the benefit of or compound with your creditors generally, or threaten to do any of these things, or any judgement is made against You, or any similar occurrence under any jurisdiction affects You; or you cease or threaten to cease to carry on business; and/or

12.3.3 in the event You breach, or We reasonably suspect You have breached:

a) Your Insurance obligations under clause 13 below;

b) the minimum level of skills and experience required;

c) any obligation arising under the Building Safety Act 2022; and/or

d) the TrustMark Code of Conduct or TrustMark Framework Operating Requirements where applicable.

12.4 If we terminate the Contract, the relevant Subscription You have purchased and Your access to the relevant Paid Content under clause 12.2 above and if you have prepaid for a period of the Subscription extending beyond the termination date of the Contract, you will not be entitled to any refund.

13. Insurance

13.1 For the term of the Contract, if the Subscription You have purchased relates to:

13.1.1 Your role as a contractor, You must: (i) take out, hold and maintain suitable levels of public liability insurance, employer insurance and professional indemnity insurance with a reputable insurance company for any job secured from Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project and the work to be performed; (ii)provide insurance backed guarantees with any job secured from Our platform where it is a condition of the work to be performed; and (iii) supply Us with copies of current certificates of insurance; or

13.1.2 Your role as an assessor, You must: (i) take out, hold and maintain suitable levels of public liability insurance and professional indemnity insurance with a reputable insurance company for any job secured from Our platform and the work to be performed (including, if You offer to perform any borescope inspections, insurance for this type of work); and (ii) supply Us with copies of current certificates of insurance.

14. Our Liability

14.1 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or subcontractors), for fraud or fraudulent misrepresentation, or for any other matter in respect of which liability cannot be excluded or restricted by law.

14.2 Subject to clause 14.1 above: (i) We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between You and Us; and (ii) Our total liability to You for all other losses arising out of or in connection with any contract between You and Us,

whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £50,000.

15. Events Outside of Our Control (Force Majeure)

15.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other similar or dissimilar event or circumstance that is beyond Our reasonable control.

15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

15.2.1 We will inform You as soon as is reasonably possible;

15.2.2 We will take all reasonable steps to minimise the delay;

15.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

15.2.4 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary;

15.2.5 If an event outside of Our control occurs and continues for more than 1 month and You wish to end the Contract as a result, You may inform Us of Your termination of the Contract by using the cancellation form in Our Website and/or Our Apps, by email or by post. Such termination is effective from the date on which You inform Us that You wish to terminate the Contract. If You contact Us directly to terminate the Contract, please use the following details:

Telephone: see Contact page on Our Websites
Email: consumer.sales@retrogreen.co.uk
Post: Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA

in each case, providing Us with Your name, address, email address, telephone

number, and Subscription ID.

16. Complaints and Feedback

16.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

16.2 All complaints are handled in accordance with Our complaints handling policy and procedure.

16.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

Telephone: see Contact page on Our Websites
Email: consumer.sales@retrogreen.co.uk
Post: Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA

17. How We Use Your Personal Information (Data Protection)

17.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation.

17.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy and Cookie Policy.

18. Other Important Terms

18.1 These Terms govern Your general use of Our platform and services. For each specific Project awarded through the platform, the Step-in Addendum shall also apply. In the event of any inconsistency, the Step-in Addendum shall prevail to the extent necessary to ensure compliance with the Building Safety Act 2022, the Building Regulations, and applicable consumer protection law, and, where relevant, the standards and requirements of PAS 2030, PAS 2035, and TrustMark.

18.2 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

18.3 You may not transfer (assign) Your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.

18.4 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

18.5 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

18.6 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

18.7 We may revise these Terms of Sale from time to time, whether in response to changes in relevant laws and other regulatory requirements or otherwise. If We change these Terms of Sale in any material respect(s) insofar as they relate to the Subscription You have purchased, We will give You reasonable advance notice of the change(s) and provide details of how to cancel the Subscription You have purchased under clause 4.11 above and/or terminate the Contract under clause 11.1 above if You are not happy with the change(s).

19. Law and Jurisdiction

19.1 These Terms of Sale and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 Any disputes concerning these Terms of Sale or the relationship between You and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Setting up an Account

Setting up a Contractor Account

Definitions and Interpretation

"Additional Obligations Schedule"	means the schedule annexed to this section.
"Buyer"	means the person who is paying for the Project and who has authorised the sharing of Property Information.
"Contractor Information"	means the information relating to You, Your business, Your employees and/or Your subcontractors.
"Neighbouring Properties"	means properties next to the residential property referred to in the Property Information pack (or digital or other equivalent).
"Project"	means a successful tender submission made by You in response to Project Information made available by Us on Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project and accessed through Our Websites and/or Our Apps.
"Project Information"	means any and all materials (including text, data, documents, graphics, images, drawings, files, audio, video and other content) or other information relating to a specific residential property made available by You or shared with Us through any electronic means.
"Property Information"	means any and all materials (including text, data, documents, graphics, images, drawings, files, audio and other content) or other information relating to a specific residential property made available by Us on Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project and accessed through Our Websites and/or Our Apps or shared through any electronic means.
"Step-In Addendum"	means the Oversight and Step-in Rights Addendum that applies to any Project accepted or awarded through the Retrogreen App or referral process and supplements these Terms.

"Works"	means works to be carried for the Buyer as defined within the Works Contract.
"Works Contract"	means the contract entered into by the Buyer and You in respect of the Works. For the avoidance of doubt, the Works Contract shall have effect as modified by the Additional Obligations Schedule and the Works Contract shall be construed accordingly. In the event of any discrepancy between the Works Contract and the Additional Obligations Schedule, the Additional Obligations Schedule shall prevail.

Your Obligations

As part of using Our App for Contractors, You may from time to time upload information to Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project or otherwise provide Us or other users of Our platform with Contractor Information and Project Information.

You are solely responsible for the content, accuracy, and completeness of the Contractor Information and Project Information, and agree only to provide true, accurate, current and complete information. You also accept all liability arising out of or in connection with your processing and transmission of the Property Information.

You acknowledge that We may edit, modify or remove any parts of Contractor Information or Project Information which We consider is in breach of any of the Terms of Sale and/or the terms and conditions of this Setting up an Account attachment, and/or suspend or terminate Your access to Paid Content, Our Websites and/or Our Apps without notice.

You hereby warrant that You have and will continue to have all of the relevant levels of skill and experience required to perform whole home retrofits and such of these skills and experience as are necessary will always be utilised by You on any and all contracts secured through Our platform.

You shall, at all times in fulfilling Your obligations under these Terms and in connection with the operation of Our platform, (including, without limitation, undertaking any related works or overseeing any related works performed by subcontractors), perform all works and services in accordance with all applicable laws, regulations, and recognised industry standards, including (without limitation) the Building Safety Act 2022, the Building Regulations, any relevant Competent Person or certification scheme, and where required PAS 2030, PAS 2035, the TrustMark Code of Conduct and Framework Operating Requirements.

You shall maintain all required accreditations, certifications, and competence at all times. Nothing in these Terms appoints or is deemed to appoint Retrogreen as Principal Designer or Principal Contractor for any Project.

For the avoidance of doubt, in performing the Works you shall comply with the Building Safety Act 2022, including the dutyholder competence requirements and maintenance of the golden thread of information. You shall cooperate with any accountable person, principal designer and/or principal contractor appointed for the Project so that safety, fire and structural risks are identified, managed and recorded appropriately, and You shall procure that all of Your subcontractors and suppliers do the same.

Unless expressly agreed in writing by the Company, You shall have full responsibility for the design, specification, and suitability of all measures installed, including compliance with Building Regulations, the Building Safety Act 2022 and when relevant CPS, PAS 2030, PAS 2035.

Where You rely on any design information, assessment, or recommendation provided by Us, a Retrofit Coordinator, or third party, You shall verify such information for accuracy and adequacy before commencing works and shall be deemed to have accepted design responsibility for the installation.

At all times You agree to perform the Works in a way which will not result in labour exploitation or modern slavery and will not create a reputational risk for Us or Our partners.

Rectification Obligations

You acknowledge that You remain solely responsible under the Works Contract with the Customer for remedying any defects, shrinkages, or faults in the Works during any applicable rectification or warranty period. Nothing in these Terms or in the Step-in Addendum limits or transfers that responsibility to Us. If We carry out or procure any remedial or completion works to protect the Customer or ensure compliance, You shall reimburse Us for all associated costs as provided in the Step-in Addendum.

Our Use of Information

By providing Contractor Information and Project Information you grant to Us a royalty-free, perpetual, irrevocable, non-exclusive licence to use, copy, reproduce, modify, publish, edit, translate, distribute, perform, and display the information and material alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and (pursuant and subject to such licence) to sub-license such licensed rights through multiple tiers of sub-licensees as necessary for the purposes of or otherwise in connection with the operation of Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project, including (without limitation) granting sub-licences to such other users (acting in a business capacity) of Our platform as are relevant and necessary for the purposes of or otherwise in connection with the operation of Our platform. The foregoing licence grants

shall include the right to exploit any proprietary rights in such information and materials, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. You also waive any moral rights You have in such information and materials. Do not post any information or materials on Our Websites and/or Our Apps that You would not want Us to use in this way. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the consent of the Contractor on the basis that the Contractor shall have no liability for their use except for their original purpose.

We check the Contractor Information that You provide on registration and during Your continued use of Our platform and Paid Content. You acknowledge and agree that We may at any time request verification and identity and address documents and information from You in order to complete our fraud prevention and identity and address verification checks which We carry out from time to time. We reserve the right to terminate the Subscription You have purchased or restrict Your access to Paid Content through Our Websites and/or Our Apps at any time in the event that You fail to provide all of the requested verification and identity and address documents within the requested timescale or if You do not pass our fraud prevention or identity verification checks.

You consent to information about the device You use to access Our platform and Paid Content and verification, identity and address documentation being collected and processed for fraud prevention purposes and We may use third parties (and information they provide) to help Us prevent fraud or unauthorised access to Paid Content.

Use of Platform

You agree not to copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your Contractor Information) from Our Websites and/or Our Apps without Our prior written permission.

You agree not to tender for any Project which is not legal, which You are not qualified to undertake or which may not legally be performed by You.

You agree not to use Our platform, Our Property Information or any Project Information stored on Our platform in any unlawful manner and in particular You shall not use Our platform for:

- creating fake Projects;
- making false claims;
- obtaining information under false pretences;
- posting any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;
- posting any corrupted files, files that contain viruses, or any other code that may damage the operation of a computer or other electronic device;
- impersonating another person or entity;

- causing Our platform to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of Our platform is in any way impaired; or
- restricting or inhibiting any other user from using and enjoying Our platform.

Lead Generation and Referral Fees

You agree to pay us a fee in accordance with our published price list or as notified during the tender process arising from any introduction, referral, or lead generated through our digital platform. All our prices are subject to VAT.

A lead shall be deemed valid if:

- The opportunity arises directly or indirectly from a named introduction, referral, or platform-generated lead; and
- The transaction occurs within 24 months of the introduction date.

This fee shall become due and payable immediately upon Your receipt of written confirmation that You have been selected as the successful contractor. Payment must be made in accordance with the instructions provided by Us and within 14 days of the confirmation date. Failure to pay this fee on time shall constitute a material breach of these Terms and may result in suspension or termination of Your access to Our platform. Late payments will incur interest at 2% per month, compounded monthly. We reserve the right to suspend access to lead generation or other platform services in the event of non-payment.

When You are awarded or accept a Project through the Retrogreen App or by referral, You must accept and sign the Step-in Addendum before commencing any works.

The Step-in Addendum sets out Our rights to monitor, audit, or intervene where necessary to ensure compliance with the Building Safety Act 2022, the Building Regulations and applicable consumer protection law and, where relevant, PAS 2030, PAS 2035 and TrustMark. Acceptance of a Project constitutes agreement to be bound by the Step-In Addendum.

Acceptance of a Project through the platform constitutes agreement to be bound by the Step-in Addendum in respect of that Project.

Before entering into a Works Contract for a Project You agree to conduct your own survey to satisfy Yourself that Your understanding of the Project and the design of Your solution is complete and accurate and You agree no reliance has been placed on the Property Information supplied by Us.

To the extent that we provide you with Property Information, You agree that You shall:

- treat the Property Information as confidential and not share the information with any other person except as expressly permitted by Us;
- only use the Property Information for the purpose for which you were provided with the information, and for no other purpose whatsoever; and

- at all times and in all respects comply with data protection law.

You agree to abide by all the obligations you consented to at the time of making your application to become a registered business under the TrustMark scheme administered by Us and You agree to grant us permission to lodge information with TrustMark on Your behalf for all Projects.

By using subcontractors on Projects obtained through Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project, You agree to procure that each of Your subcontractors will also comply with these Terms of Sale and the terms and conditions of this Setting up an Account attachment as if that subcontractor were a party to each. You also acknowledge that you will be responsible to us and to all Buyers for the acts and omissions of your subcontractors.

Warranties

We make no warranty regarding the commercial outcome of any referred opportunity.

We warrant that the lead introduction service will be provided with reasonable care and in accordance with industry standards.

No guarantee is made as to the conversion of leads into transactions or the commercial success of referred opportunities.

Our Liability

Our total aggregate liability for any claim under or in connection with this Agreement shall not exceed the total referral fees paid by You in the preceding 12 months.

We shall not be liable for:

- Any indirect, incidental, or consequential losses;
- Loss of profits, contracts, goodwill, or business opportunities;
- Acts or omissions of third parties introduced through the platform.

Nothing in this Agreement limits either party's liability for fraud, gross negligence, or liability that cannot be excluded under law.

Your Liability

If You cause any damage to property, including (without limitation) Neighbouring Properties, You will make good that damage at no additional cost to Us or Our Project customer.

We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or Our Project customer.

Nothing in the terms and conditions of this Setting up an Account attachment is intended to or will limit or exclude Your liability for death or personal injury caused by Your negligence, for fraud or fraudulent misrepresentation or for any other matter in respect of which liability cannot be excluded or restricted by law.

You will be responsible for any foreseeable loss or damage that We may suffer as a result of Your breach or a breach by any of Your subcontractors of the terms and conditions of this Setting up an Account attachment or as a result of Your negligence or the negligence of any of Your subcontractors.

You shall be liable for, and shall indemnify Us against, any costs, liability, damages, loss, claims or proceedings in respect of personal injury to or death of any person where the same: (i) arises out of or in the course of or is caused by the carrying out of the Project; and (ii) is due to the negligence, breach of statutory duty, omission or default of Your subcontractor, his servants or agents or any person for whom Your subcontractor is responsible.

You shall ensure that each of Your subcontractors shall be liable for, and shall indemnify You against, any costs, liability, damages, loss, claims or proceedings in respect of any injury or damage whatsoever to any property where such injury or damage: (i) arises out of or in the course of or by reason of the performance of the Project; and (ii) is due to the negligence, breach of statutory duty, omission or default of the subcontractor, his servants or agents or any person for whom the subcontractor is responsible.

You shall maintain and shall ensure that each of Your subcontractors shall maintain adequate professional indemnity insurance of not less than £500,000 for any one occurrence and public liability insurance of not less than £1,000,000 for a period beginning on the date of the Works Contract and ending 6 years after completion of the Project.

You shall maintain and shall ensure that each of Your subcontractors shall maintain that professional indemnity insurance:

1. with reputable insurers lawfully carrying out insurance business in the UK;
2. on customary and usual terms and conditions prevailing for the time being in the insurance market; and
3. You shall provide evidence of such insurance cover to Us upon request.

We will not be a party to any contract made between You and any Buyer and, therefore, We shall not be liable for any loss or damage that results from any dealings between You and any Buyer, including (but not limited to) any direct, indirect or consequential loss of any kind.

Suspension and Termination

We may suspend or terminate Your access to the platform or any active Project immediately if You fail to cooperate under the Step-in Addendum or otherwise obstruct Our statutory or oversight duties under the Building Safety Act 2022.

Additional Obligations Schedule

The Contractor shall:

1 Regularly and diligently carry out the Works:

1.1 in accordance with the programme to be agreed with the Buyer or within such reasonable time limits;

1.2 with due diligence and in a good and workmanlike manner, in full compliance with all applicable laws, regulations, and industry standards. Where the Works fall within the scope of a recognised Competent Person Scheme (CPS), the Contractor shall ensure that such Works are undertaken and certified by a suitably accredited Competent Person. The Contractor shall also provide an Insurance-Backed Guarantee (IBG) covering the Works, where such a guarantee is required under applicable regulations, industry practice, or as otherwise reasonably requested by the Buyer;

1.3 using only good quality materials and well maintained plant and equipment;

1.4 in accordance with the Works Contract and any requisite consents;

1.5 in accordance with all statutory or other legal requirements including the Building Safety Act 2022 and the requirements of the local authority or statutory undertakings;

1.6 in compliance with all the relevant British standards, codes of practices and good building practice; and

1.7 by selecting and using materials so as to avoid known hazards to the health and safety of any person and to ensure the long term integrity of the Property.

2 In carrying out the Works the Contractor must comply with all laws and the terms of all other licences and consents, the requirements and recommendations of all relevant utility suppliers and those of the insurers of the property, referred to in the Property Information pack.

3 Take all proper steps to ensure that carrying out the Works does not make any of the following unsafe:

3.1 The structure of the property referred to in the Property Information pack (or digital or other equivalent) or any building of which the property, referred to in the Property information pack (or digital or other equivalent) forms part; and

3.2 Any Neighbouring Properties or building.

4 Cause as little disturbance and inconvenience as reasonably possible to the Buyer and the owners and occupiers of any Neighbouring Properties.

5 The Contractor warrants that it has not and will not use in the Works any materials which are generally accepted or suspected in the construction industry as being deleterious and/or any materials other than in accordance with the guidelines contained in the edition of the publication "Good Practice in Selection of Construction Materials" published by the British Council for Offices current at the

date of use and/or specification.

6 The parties shall promptly notify one another of any matter which may materially affect compliance with the Building Safety Act 2022 or Building Regulations and shall take all reasonable steps to rectify or mitigate any such matter.

7 The Contractor shall remedy any defects, shrinkages or faults appearing in the Works during the rectification period, as defined in the Works Contract.

These Terms govern Your general use of Our platform and services. For each specific Project, the Step-in Addendum shall also apply. In the event of any inconsistency, the Step-in Addendum shall prevail to the extent necessary to ensure compliance with the Building Safety Act 2022, the Building Regulations, consumer-protection law and where applicable PAS 2030, PAS 2035, and TrustMark requirements.

Setting up an Account

Setting up an Installer Account

Definitions and Interpretation

"Additional Obligations Schedule"	means the schedule annexed to this section.
"Buyer"	means the person who is paying for the Project and who has authorised the sharing of Property Information.
"Installer Information"	means the information relating to You, Your business, Your employees and/or Your subcontractors.
"Neighbouring Properties"	means properties next to the residential property referred to in the Property Information pack (or digital or other equivalent).
"Project"	means a successful tender submission made by You in response to Project Information made available by Us on Our platform for planning, designing and managing an installation project and accessed through Our Websites and/or Our Apps.
"Project Information"	means any and all materials (including text, data, documents, graphics, images, drawings, files, audio, video and other content) or other information relating to a specific residential property made available by You or shared with Us through any electronic means.
"Property Information"	means any and all materials (including text, data, documents, graphics, images, drawings, files, audio and other content) or other information relating to a specific residential property made available by Us on Our platform for planning, designing and managing an installation project and accessed through Our Websites and/or Our Apps or shared through any electronic means.
"Step-In Addendum"	means the Oversight and Step-in Rights Addendum that applies to any Project accepted or awarded through the Retrogreen App or referral process and supplements these Terms.

"Works"	means works to be carried for the Buyer as defined within the Works Contract.
"Works Contract"	means the contract entered into by the Buyer and You in respect of the Works. For the avoidance of doubt, the Works Contract shall have effect as modified by the Additional Obligations Schedule and the Works Contract shall be construed accordingly. In the event of any discrepancy between the Works Contract and the Additional Obligations Schedule, the Additional Obligations Schedule shall prevail.

Your Obligations

As part of using Our App for Installers, You may from time to time upload information to Our platform for planning, designing and managing an installation project or otherwise provide Us or other users of Our platform with Installer Information and Project Information.

You are solely responsible for the content, accuracy, and completeness of the Installer Information and Project Information, and agree only to provide true, accurate, current and complete information. You also accept all liability arising out of or in connection with your processing and transmission of the Property Information.

You acknowledge that We may edit, modify or remove any parts of Installer Information or Project Information which We consider is in breach of any of the Terms of Sale and/or the terms and conditions of this Setting up an Account attachment, and/or suspend or terminate Your access to Paid Content, Our Websites and/or Our Apps without notice.

You hereby warrant that You have and will continue to have all of the relevant levels of skill and experience required to perform an installation project and such of these skills and experience as are necessary will always be utilised by You on any and all contracts secured through Our platform.

You shall, at all times in fulfilling Your obligations under these Terms and in connection with the operation of Our platform, (including, without limitation, undertaking any related works or overseeing any related works performed by subcontractors), perform all works and services in accordance with all applicable laws, regulations, and recognised industry standards, including (without limitation) the Building Safety Act 2022, the Building Regulations, any relevant Competent Person or certification scheme, and where required PAS 2030, PAS 2035, the TrustMark Code of Conduct and Framework Operating Requirements.

You shall maintain all required accreditations, certifications, and competence at all

times. Nothing in these Terms appoints or is deemed to appoint Retrogreen as Principal Designer or Principal Contractor for any Project.

For the avoidance of doubt, in performing the Works you shall comply with the Building Safety Act 2022, including the dutyholder competence requirements and maintenance of the golden thread of information. You shall cooperate with any accountable person, principal designer and/or principal contractor appointed for the Project so that safety, fire and structural risks are identified, managed and recorded appropriately, and you shall procure that all of your subcontractors and suppliers do the same.

Unless expressly agreed in writing by the Company, You shall have full responsibility for the design, specification, and suitability of all measures installed, including compliance with Building Regulations, the Building Safety Act 2022 and where relevant CPS, PAS 2030, PAS 2035.

Where You rely on any design information, assessment, or recommendation provided by Us, a Retrofit Coordinator, or third party, You shall verify such information for accuracy and adequacy before commencing works and shall be deemed to have accepted design responsibility for the installation.

At all times You agree to perform the Works in a way which will not result in labour exploitation or modern slavery and will not create a reputational risk for Us or Our partners.

Rectification Obligations

You acknowledge that You remain solely responsible under the Works Contract with the Customer for remedying any defects, shrinkages, or faults in the Works during any applicable rectification or warranty period. Nothing in these Terms or in the Step-in Addendum limits or transfers that responsibility to Us. If We carry out or procure any remedial or completion works to protect the Customer or ensure compliance, You shall reimburse Us for all associated costs as provided in the Step-in Addendum.

Our Use of Information

By providing Installer Information and Project Information you grant to Us a royalty-free, perpetual, irrevocable, non-exclusive licence to use, copy, reproduce, modify, publish, edit, translate, distribute, perform, and display the information and material alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and (pursuant and subject to such licence) to sub-license such licensed rights through multiple tiers of sub-licensees as necessary for the purposes of or otherwise in connection with the operation of Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project, including (without limitation) granting sub-licences to such other users (acting in a business capacity) of Our platform as are relevant and necessary for the purposes of or otherwise in connection with the operation of Our platform. The foregoing licence grants shall include the right to exploit any proprietary rights in such information and materials, including but not limited to

rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. You also waive any moral rights You have in such information and materials. Do not post any information or materials on Our Websites and/or Our Apps that You would not want Us to use in this way. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the consent of the Installer on the basis that the Installer shall have no liability for their use except for their original purpose.

We check the Installer Information that You provide on registration and during Your continued use of Our platform and Paid Content. You acknowledge and agree that We may at any time request verification and identity and address documents and information from You in order to complete our fraud prevention and identity and address verification checks which We carry out from time to time. We reserve the right to terminate the Subscription You have purchased or restrict Your access to Paid Content through Our Websites and/or Our Apps at any time in the event that You fail to provide all of the requested verification and identity and address documents within the requested timescale or if You do not pass our fraud prevention or identity verification checks.

You consent to information about the device You use to access Our platform and Paid Content and verification, identity and address documentation being collected and processed for fraud prevention purposes and We may use third parties (and information they provide) to help Us prevent fraud or unauthorised access to Paid Content.

Use of Platform

You agree not to copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your Installer Information) from Our Websites and/or Our Apps without Our prior written permission.

You agree not to tender for any Project which is not legal, which You are not qualified to undertake or which may not legally be performed by You.

You agree not to use Our platform, Our Property Information or any Project Information stored on Our platform in any unlawful manner and in particular You shall not use Our platform for:

- creating fake Projects;
- making false claims;
- obtaining information under false pretences;
- posting any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;
- posting any corrupted files, files that contain viruses, or any other code that may damage the operation of a computer or other electronic device;
- impersonating another person or entity;
- causing Our platform to be interrupted, damaged, rendered less efficient or such

that the effectiveness or functionality of Our platform is in any way impaired; or

- restricting or inhibiting any other user from using and enjoying Our platform.

Lead Generation and Referral Fees

You agree to pay us a fee in accordance with our published price list or as notified during the tender process arising from any introduction, referral, or lead generated through our digital platform. All our prices are subject to VAT.

A lead shall be deemed valid if:

- The opportunity arises directly or indirectly from a named introduction, referral, or platform-generated lead; and
- The transaction occurs within 24 months of the introduction date.

This fee shall become due and payable immediately upon Your receipt of written confirmation that You have been selected as the successful Installer. Payment must be made in accordance with the instructions provided by Us and within 14 days of the confirmation date. Failure to pay this fee on time shall constitute a material breach of these Terms and may result in suspension or termination of Your access to Our platform. Late payments will incur interest at 2% per month, compounded monthly. We reserve the right to suspend access to lead generation or other platform services in the event of non-payment.

When You are awarded or accept a Project through the Retrogreen App or by referral, You must accept and sign the Step-in Addendum before commencing any works.

The Step-in Addendum sets out Our rights to monitor, audit, or intervene where necessary to ensure compliance with the Building Safety Act 2022, the Building Regulations and applicable consumer protection law and, where relevant, PAS 2030, PAS 2035 and TrustMark. Acceptance of a Project constitutes agreement to be bound by the Step-In Addendum.

Acceptance of a Project through the platform constitutes agreement to be bound by the Step-in Addendum in respect of that Project.

Before entering into a Works Contract for a Project You agree to conduct your own survey to satisfy Yourself that Your understanding of the Project and the design of Your solution is complete and accurate and You agree no reliance has been placed on the Property Information supplied by Us.

To the extent that we provide you with Property Information, You agree that You shall:

- treat the Property Information as confidential and not share the information with any other person except as expressly permitted by Us;
- only use the Property Information for the purpose for which you were provided with the information, and for no other purpose whatsoever; and
- at all times and in all respects comply with data protection law.

You agree to abide by all the obligations you consented to at the time of making your application to become a registered business and where required You agree to grant us permission to lodge information with TrustMark on Your behalf for all Projects.

By using subcontractors on Projects obtained through Our platform for planning, designing and managing an installation project, You agree to procure that each of Your subcontractors will also comply with these Terms of Sale and the terms and conditions of this Setting up an Account attachment as if that subcontractor were a party to each. You also acknowledge that you will be responsible to us and to all Buyers for the acts and omissions of your subcontractors.

Warranties

We make no warranty regarding the commercial outcome of any referred opportunity.

We warrant that the lead introduction service will be provided with reasonable care and in accordance with industry standards.

No guarantee is made as to the conversion of leads into transactions or the commercial success of referred opportunities.

Our Liability

Our total aggregate liability for any claim under or in connection with this Agreement shall not exceed the total referral fees paid by You in the preceding 12 months.

We shall not be liable for:

- Any indirect, incidental, or consequential losses;
- Loss of profits, contracts, goodwill, or business opportunities;
- Acts or omissions of third parties introduced through the platform.

Nothing in this Agreement limits either party's liability for fraud, gross negligence, or liability that cannot be excluded under law.

Your Liability

If You cause any damage to property, including (without limitation) Neighbouring Properties, You will make good that damage at no additional cost to Us or Our Project customer.

We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or Our Project customer.

Nothing in the terms and conditions of this Setting up an Account attachment is intended to or will limit or exclude Your liability for death or personal injury caused by Your negligence, for fraud or fraudulent misrepresentation or for any other matter in respect of which liability cannot be excluded or restricted by law.

You will be responsible for any foreseeable loss or damage that We may suffer as a result of Your breach or a breach by any of Your subcontractors of the terms and

conditions of this Setting up an Account attachment or as a result of Your negligence or the negligence of any of Your subcontractors.

You shall be liable for, and shall indemnify Us against, any costs, liability, damages, loss, claims or proceedings in respect of personal injury to or death of any person where the same: (i) arises out of or in the course of or is caused by the carrying out of the Project; and (ii) is due to the negligence, breach of statutory duty, omission or default of Your subcontractor, his servants or agents or any person for whom Your subcontractor is responsible.

You shall ensure that each of Your subcontractors shall be liable for, and shall indemnify You against, any costs, liability, damages, loss, claims or proceedings in respect of any injury or damage whatsoever to any property where such injury or damage: (i) arises out of or in the course of or by reason of the performance of the Project; and (ii) is due to the negligence, breach of statutory duty, omission or default of the subcontractor, his servants or agents or any person for whom the subcontractor is responsible.

You shall maintain and shall ensure that each of Your subcontractors shall maintain adequate professional indemnity insurance of not less than £500,000 for any one occurrence and public liability insurance of not less than £1,000,000 for a period beginning on the date of the Works Contract and ending 6 years after completion of the Project.

You shall maintain and shall ensure that each of Your subcontractors shall maintain that professional indemnity insurance:

- with reputable insurers lawfully carrying out insurance business in the UK;
- on customary and usual terms and conditions prevailing for the time being in the insurance market; and
- You shall provide evidence of such insurance cover to Us upon request.

We will not be a party to any contract made between You and any Buyer and, therefore, We shall not be liable for any loss or damage that results from any dealings between You and any Buyer, including (but not limited to) any direct, indirect or consequential loss of any kind.

Suspension and Termination

We may suspend or terminate Your access to the platform or any active Project immediately if You fail to cooperate under the Step-in Addendum or otherwise obstruct Our statutory or oversight duties under the Building Safety Act 2022.

Additional Obligations Schedule

The Installer shall:

1 Regularly and diligently carry out the Works:

1.1 in accordance with the programme to be agreed with the Buyer or within such reasonable time limits;

1.2 with due diligence and in a good and workmanlike manner, in full compliance with all applicable laws, regulations, and industry standards. Where the Works fall within the scope of a recognised Competent Person Scheme (CPS), the Installer shall ensure that such Works are undertaken and certified by a suitably accredited Competent Person. The Installer shall also provide an Insurance-Backed Guarantee (IBG) covering the Works, where such a guarantee is required under applicable regulations, industry practice, or as otherwise reasonably requested by the Buyer;

1.3 using only good quality materials and well maintained plant and equipment;

1.4 in accordance with the Works Contract and any requisite consents;

1.5 in accordance with all statutory or other legal requirements including the Building Safety Act 2022 and the requirements of the local authority or statutory undertakings;

1.6 in compliance with all the relevant British standards, codes of practices and good building practice; and

1.7 by selecting and using materials so as to avoid known hazards to the health and safety of any person and to ensure the long term integrity of the Property.

2 In carrying out the Works the Installer must comply with all laws and the terms of all other licences and consents, the requirements and recommendations of all relevant utility suppliers and those of the insurers of the property, referred to in the Property Information pack.

3 Take all proper steps to ensure that carrying out the Works does not make any of the following unsafe:

3.1 The structure of the property referred to in the Property Information pack (or digital or other equivalent) or any building of which the property, referred to in the Property information pack (or digital or other equivalent) forms part; and

3.2 Any Neighbouring Properties or building.

4 Cause as little disturbance and inconvenience as reasonably possible to the Buyer and the owners and occupiers of any Neighbouring Properties.

5 The Installer warrants that it has not and will not use in the Works any materials which are generally accepted or suspected in the construction industry as being deleterious and/or any materials other than in accordance with the guidelines contained in the edition of the publication "Good Practice in Selection of Construction Materials" published by the British Council for Offices current at the date of use and/or specification.

6 The parties shall promptly notify one another of any matter which may materially

affect compliance with the Building Safety Act 2022 or Building Regulations and shall take all reasonable steps to rectify or mitigate any such matter.

7 The Installer shall remedy any defects, shrinkages or faults appearing in the Works during the rectification period, as defined in the Works Contract.

These Terms govern Your general use of Our platform and services. For each specific Project, the Step-in Addendum shall also apply. In the event of any inconsistency, the Step-in Addendum shall prevail to the extent necessary to ensure compliance with the Building Safety Act 2022, the Building Regulations, consumer-protection law and where applicable PAS 2030, PAS 2035, and TrustMark requirements.

Setting up an Assessor Account

Definitions and Interpretation

"Assessor Information"	means the information relating to You, Your business, Your employees and/or Your subcontractors.
"Buyer"	means the person who is paying for the Project and who has authorised the sharing of Property Information.
"Project"	means a successful tender submission made by You in response to Property Information made available by Us on Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project and accessed through Our Websites and/or Our Apps.
"Neighbouring Properties"	means properties next to the residential property referred to in the Property Information pack (or digital or other equivalent).
"Project Information"	means any and all materials (including text, data, documents, graphics, images, drawings, files, audio, video and other content) or other information relating to a specific residential property made available by You or shared with Us through any electronic means.
"Property Information"	means any and all materials (including text, data, documents, graphics, images, drawings, files, audio and other content) or other information relating to a specific residential property made available by Us on Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project and accessed through Our Websites and/or Our Apps or shared through any electronic means.

Your Obligations

As part of using Our App for assessors, You may from time to time upload information to Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project or otherwise provide Us or other users of Our platform with Assessor Information and Project Information.

You are solely responsible for the content, accuracy, and completeness of the Assessor Information and Project Information, and agree only to provide true, accurate, current

and complete information. You also accept all liability arising out of or in connection with your processing and transmission of the Property Information.

You acknowledge that We may edit, modify or remove any parts of Assessor Information or Project Information which We consider is in breach of any of the Terms of Sale and/or the terms and conditions of this Setting up an Account attachment, and/or suspend or terminate Your access to Paid Content, Our Websites and/or Our Apps without notice.

You hereby warrant that You have and will continue to have all of the relevant levels of skill and experience required to perform PAS 2035 Assessments (and, if You offer to perform any borescope inspections, the relevant levels of skill and experience to conduct cavity wall borescope inspections) and such of these skills and experience as are necessary will always be utilised by You on any and all contracts secured through Our platform.

You shall ensure:

1. the User is aware of all measures required to do a whole home retrofit
2. the appropriateness of measures for the property and desired outcomes of the Buyer
3. the sequence in which those measures should be implemented; and
4. Where the User decides to implement the Project in phases, You or the retrofit coordinator appointed by You, must ensure the correct sequencing of Works between the various phases is used by the Contractor appointed.

At all times You agree to perform the Project in a way which will not result in labour exploitation or modern slavery and will not create a reputational risk for Us or Our partners.

Our Use of Information

By providing Assessor Information and Project Information you grant to Us a royalty-free, perpetual, irrevocable, non-exclusive licence to use, copy, reproduce, modify, publish, edit, translate, distribute, perform, and display the information and material alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and (pursuant and subject to such licence) to sub-license such licensed rights through multiple tiers of sub-licensees as necessary for the purposes of or otherwise in connection with the operation of Our platform for planning, designing and managing a home improvement and/or a whole home retrofit project, including (without limitation) granting sub-licences to such other users (acting in a business capacity) of Our platform as are relevant and necessary for the purposes of or otherwise in connection with the operation of Our platform. The foregoing licence grants shall include the right to exploit any proprietary rights in such information and materials, including but not limited to rights under copyright, trademark, service mark or

patent laws under any relevant jurisdiction. You also waive any moral rights You have in such information and materials. Do not Post any information or materials on Our Websites and/or Our Apps that You would not want Us to use in this way. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the consent of the assessor on the basis that the assessor shall have no liability for their use except for their original purpose

We check the Assessor Information that You provide on registration and during Your continued use of Our platform and Paid Content. You acknowledge and agree that We may at any time request verification and identity and address documents and information from You in order to complete our fraud prevention and identity and address verification checks which We carry out from time to time. We reserve the right to terminate the Subscription that You have purchased or restrict your access to Paid Content through Our Websites and/or Our Apps at any time in the event that You fail to provide all of the requested verification and identity and address documents within the requested timescale or if You do not pass our fraud prevention or identity verification checks.

You consent to information about the device You use to access Our platform and Paid Content verification, identity and address documentation being collected and processed for fraud prevention purposes and We may use third parties (and information they provide) to help Us prevent fraud or unauthorised access to Paid Content.

Use of Platform

You agree not to copy, reproduce, modify, create derivative works from, distribute or publicly display (except for Assessor Information) any content from Our Websites and/or Our Apps without Our prior written permission.

To the extent that we provide you with Property Information You agree that You shall:

- treat the Property Information as confidential and not share the information with any other person except as expressly permitted by Us;
- only use the Property Information for the purpose for which you were provided with the information, and for no other purpose whatsoever;
- treat all arising Project Information as confidential and not share the information with any other person or make it available for any other purpose whatsoever unless authorised by Us; and
- at all times and in all respects comply with data protection law.

You agree to abide by all the obligations you consented to at the time of making your application to become a registered business under the TrustMark scheme administered by your scheme provider.

You agree not to tender for any Project which is not legal, which You are not qualified to undertake or which may not legally be performed by You.

By using subcontractors on Projects obtained through Our platform for planning, designing and managing a home improvement and / or a whole home retrofit project, You agree to procure that each of Your subcontractors will also comply with the Terms of Sale and the terms and conditions of this Setting up an Account attachment as if that subcontractor were a party to each. You also acknowledge that you will be responsible to us and to all Buyers for the acts and omissions of your subcontractors.

You agree not to use Our platform, Our Property information and / or Project Information in any unlawful manner and in particular You shall not use Our platform for:

- making false claims;
- obtaining information under false pretences;
- posting any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;
- posting any corrupted files, files that contain viruses, or any other code that may damage the operation of a computer or other electronic device;
- impersonating another person or entity;
- causing Our platform to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of Our platform is in any way impaired; or
- restricting or inhibiting any other user from using and enjoying Our platform.

Liability

If You cause any damage to property, including (without limitation) Neighbouring Properties, You will make good that damage at no additional cost to Us or Our Project customer.

We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or Our Project customer.

Nothing in the terms and conditions of this Setting up an Account attachment is intended to or will limit or exclude Your liability for death or personal injury caused by Your negligence, for fraud or fraudulent misrepresentation or for any other matter in respect of which liability cannot be excluded or restricted by law.

You will be responsible for any foreseeable loss or damage that We may suffer as a result of Your breach or a breach by any of Your subcontractors of the terms and conditions of this Setting up an Account attachment or as a result of Your negligence or the negligence of Your subcontractors.

You shall be liable for, and shall indemnify Us against, any costs, liability, damages, loss, claims or proceedings in respect of personal injury to or death of any person where the same: (i) arises out of or in the course of or is caused by the carrying out of the Project; and (ii) is due to the negligence, breach of statutory duty, omission or default of Your subcontractor, his servants or agents or any person for whom Your subcontractor is responsible.

You shall ensure that each of Your subcontractors shall be liable for, and shall indemnify You against, any costs, liability, damages, loss, claims or proceedings in respect of any injury or damage whatsoever to any property where such injury or damage: (i) arises out of or in the course of or by reason of the performance of the Project; and (ii) is due to the negligence, breach of statutory duty, omission or default of the subcontractor, his servants or agents or any person for whom the subcontractor is responsible.

You shall maintain and shall ensure that each of Your subcontractors shall maintain adequate professional indemnity insurance of not less than £500,000 for any one occurrence and public liability insurance of not less than £1,000,000 for a period beginning on the date of the contract for the Project and ending 6 years after completion of the Project.

You shall maintain and shall ensure that each of Your subcontractors shall maintain that professional indemnity insurance:

1. with reputable insurers lawfully carrying out insurance business in the UK;
2. on customary and usual terms and conditions prevailing for the time being in the insurance market; and
3. You shall provide evidence of such insurance cover to Us upon request.

Setting up an Account

Setting up a Carbon Credit Account

Definitions and Interpretation

"Contractor Information"	means the information relating to You, Your business, Your employees and/or Your subcontractors.
"Crediting Period"	means for a Project Activity Instance, the time period for which GHG emission reductions or removals generated by the Project Activity Instance are eligible for issuance as VCUs under the VCS Program.
"Homes"	means a dwelling, as defined in UK legislation, currently the Finance Act 2013, c. 29, part 3, the Landlord and Tenant Act 1985, c.70, section 38, the Finance Act 2003, c.14, schedule 6B or schedule 4ZA, and not a "house in multiple occupation" as currently defined in the Housing Act 2004, c. 34, section 254.
"Own Use Notice"	means a request submitted by You one month in advance to retire some or all of the VCUs resulting from a Project Activity Instance as a means of offsetting Your own emissions.
"Partnership"	means PNZ Carbon Limited, a limited company with registration number 13567470, and HACT Housing Action Limited, a limited company with registration number 03616766, a trading subsidiary of the Housing Associations' Charitable Trust with charity number 1096829.
"Project"	means the greenhouse gas crediting project registered by PNZ Carbon Limited under the Verified Carbon Standard Program.
"Project Activity"	means You or Your subcontractors installed a set of plant, technologies, measures or processes that could result in greenhouse gas ("GHG") emission reductions or removals as well as the creation of social value.
"Project Activity Instance"	means the deployment of its Project Activity to homes in the United Kingdom.

"Project Information"	means any and all materials (including text, data, documents, graphics, images, drawings, files, audio, video and other content) or other information relating to a specific residential property made available by You or shared with Us through any electronic means.
"Registry	means the platform that records all projects and programs listed and registered and VCUs issued under the VCS Program.
"Retrofit Credits Services"	means the services provided by the Partnership to assist with the issuance of VCUs for a Project Activity and the services provided to market the VCUs to VCU Buyers and receive payments from VCU Buyers.
"Rights"	means all and any rights to the GHG emission reductions or removals resulting from the Project Activity Instances.
"Validation"	means the initial assessment of the project against the Verified Carbon Standard, undertaken by a certification body accredited by the VCS Program.
"Verification"	means the ongoing assessment of the project against the Verified Carbon Standard, undertaken by a certification body accredited by the VCS Program. Verification assesses the carbon emission reductions that have actually occurred.
"Verified Carbon Standard Program (VCS Program)"	means PNZ Carbon Limited, a limited company with registration number 13567470, the organisation that is registered under the VCS Program as having overall control and responsibility for this greenhouse gas crediting project.
"Verified Carbon Unit (VCU)"	means a unit issued by and held in the Registry representing the right of an account holder in whose account the unit is recorded to claim the achievement of a GHG emission reduction or removal in an amount of one (1) metric tonne of CO2 equivalent that has been verified by a Validation and Verification body in accordance with the VCS Program rules.
"VCU Buyers"	means the purchaser of Verified Carbon Units

Appointment

You agree to the appointment of Us and the Partnership on an exclusive basis to take the GHG emission reductions resulting from all of Your Project Activities to the Registry and have them issued as VCUs and the Partnership will use best efforts to offer the VCUs resulting from Your Project Activities to VCU Buyers at such prices and upon such other terms as the Partnership shall determine acting fairly, in good faith and on an arm's length basis and the schedule of prices (if any) it sets from time to time.

In accordance with the Registry's requirements, You agree to the nomination of the Partnership as owner and controller of the Project and the grant of an exclusive license of the Rights to all and any GHG emission reductions or removals resulting from the Project Activity Instances during the Crediting Period.

It is acknowledged that such offers and prices may vary between VCUs to take into account relevant factors. For the avoidance of doubt You acknowledge that provision of the RetrofitCredits Services by the Partnership does not guarantee the issuance of VCUs for a Project Activity, and does not guarantee the sale (or the price of any sale) of VCUs to VCU Buyers.

Your Obligations

As part of using Our App for contractors, You may from time to time upload information to Our platform for claiming carbon credits or otherwise provide Us or other users of Our platform with Contractor Information and Project Information.

You are solely responsible for the content, accuracy, and completeness of the Contractor Information and Project Information, and agree only to provide true, accurate, current and complete information. You also accept all liability arising out of or in connection with your processing and transmission of the Project Information.

You acknowledge that We may edit, modify or remove any parts of Contractor Information or Project Information which We consider is in breach of any of the Terms of Sale and/or the terms and conditions of this Setting up an Account attachment, and/or suspend or terminate Your access to Paid Content, Our Websites and/or Our Apps without notice.

You hereby warrant that You have and will continue to have all of the relevant levels of skill and experience required to undertake the Project Activities and such of these skills and experience as are necessary will always be utilised by You on any and all Project Activity Instance submitted through the Retrofit Credit Services.

You must at all times, in fulfilling your obligations under or in connection with the operation of Our platform and Retrofit Credit Services for claiming VCUs (including, without limitation, undertaking any related works or overseeing any related works performed by subcontractors), comply with all applicable laws, regulations, terms and conditions and leading industry practice, including (without limitation) Building

Regulations, Competent Person schemes and similar.

You agree to the appointment of the Partnership on an exclusive basis to provide the Retrofit Credits services in respect of each Project Activity Instance to which this Contract relates.

In accordance with the Registry's requirements, You agree to the nomination of the Partnership as owner and controller of the Project and the grant of an exclusive license of the Rights to all and any GHG emission reductions or removals resulting from the Project Activity Instances.

Our Use of Information

By providing Contractor Information and Project Information you grant to Us a royalty-free, perpetual, irrevocable, non-exclusive licence to use, copy, reproduce, modify, publish, edit, translate, distribute, perform, and display the information and material alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and (pursuant and subject to such licence) to sub-license such licensed rights through multiple tiers of sub-licensees as necessary for the purposes of or otherwise in connection with the operation of Our platform and the Retrofit Credit Services, including (without limitation) granting sub-licences to such other users (acting in a business capacity) of Our platform as are relevant and necessary for the purposes of or otherwise in connection with the operation of Our platform. The foregoing licence grants shall include the right to exploit any proprietary rights in such information and materials, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. You also waive any moral rights You have in such information and materials. Do not post any information or materials on Our Websites and/or Our Apps that You would not want Us to use in this way. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without Your consent on the basis that You shall have no liability for their use except for their original purpose.

We check the Contractor Information that You provide on registration and during Your continued use of Our platform and Paid Content. You acknowledge and agree that We may at any time request verification and identity and address documents and information from You in order to complete our fraud prevention and identity and address verification checks which We carry out from time to time. We reserve the right to terminate the Subscription You have purchased or restrict Your access to Paid Content through Our Websites and/or Our Apps at any time in the event that You fail to provide all of the requested verification and identity and address documents within the requested timescale or if You do not pass our fraud prevention or identity verification checks.

You consent to information about the device You use to access Our platform and Paid Content and verification, identity and address documentation being collected and processed for fraud prevention purposes and We may use third parties (and information

they provide) to help Us prevent fraud or unauthorised access to Paid Content.

Use of Platform

You agree not to copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your Contractor Information) from Our Websites and/or Our Apps without Our prior written permission.

You agree not to submit carbon credit claims for Project Activities for which you are not the holder of all the statutory, property or contractual rights in the Project Activity.

You agree not to use Our platform or any Project Information stored on Our platform in any unlawful manner and in particular You shall not use Our platform for:

- creating fake Projects;
- making false claims;
- obtaining information under false pretences;
- posting any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;
- posting any corrupted files, files that contain viruses, or any other code that may damage the operation of a computer or other electronic device;
- impersonating another person or entity;
- causing Our platform to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of Our platform is in any way impaired; or
- restricting or inhibiting any other user from using and enjoying Our platform.

Payments

For the purposes of this agreement the following definitions shall apply:

A. Gross Operating Receipts means the gross revenue received by the Partnership in respect of the VCUs resulting from a Project Activity Instance;
B. Payment means the Gross Operating Receipts received in respect of the sale of VCUs resulting from a Project Activity Instance LESS a percentage of such Gross Operating Receipts. You acknowledge and agree that the income received from Us shall be that received after the Deductions made by Us and the Partnership associated with:
    - any tax, levy or withholding of VCUs that is charged levied or applied by any authority or body in relation to the issuance or sale of the VCUs resulting from a Project Activity Instance and required to be paid directly by Us or the Partnership;
    - any profits or fees that are charged, levied, or applied to the VCU Buyers in relation to the issuance or sale of VCUs resulting from a Project Activity Instance; and
    - any profits or fees that are charged, levied, or applied in relation to the

marketing, selling, submission, processing, administration, Validation, Verification, reporting, issuance or sale of VCUs resulting from a Project Activity Instance. ("the Deductions")

- any fees that are charged, levied, or applied in relation to the use of some, or all of the VCUs arising as a means of offsetting Your own emissions.

You acknowledge and agree that the We and Partnership shall be entitled to deduct and retain the Deductions before making the Payment to You.

We will transfer to You the Payment less any outstanding amounts due from invoices raised by Us for providing our services to You.

Payment for VCUs will be on a bi-annual basis, as soon as possible but no later than 30 days following the completion of the audit process, by way of transfer to Your nominated bank account.

Nothing in this agreement requires Us to make any payment to any third party in respect of income arising from VCUs resulting from a Project Activity.

You agree that We and the Partnership shall retain an amount equal to the price paid by a VCU Buyer in respect of each one (1) metric tonne of CO2 equivalent that is reversed.

The parties' understanding is that under current HMRC guidance VAT is not applicable on Your payment.

You acknowledge and agree that You are responsible for any tax in respect of Your receipts.

Carbon Credit Obligations

You warrant that You are the holder of the statutory, property or contractual rights in the Project Activities and have contractual commitments with any third-party holder of statutory, property or contractual rights that enables it to meet its obligations as set out herein. You warrant that:

- The Project Activity is located within the physical boundaries of the United Kingdom.
- The Project Activity was installed in a Home.
- The status of the dwelling is social housing stock under the Housing and Regeneration Act 2008 or is otherwise identified to Us.
- The condition of the Project Activity is and will remain adequate for Project Activity Instances according to nationally recognised best practice standards.
- Project Activity did not result in a violation of health and safety, environmental, or other relevant regulations.
- Where the Project Activity involves the replacement of appliances, the appliances replaced are functioning appliances.
- The Homes are occupied at the time of Project Activity. Vacancy is permitted on an intermittent basis for up to three months during the Project Activity, or if the

dwelling is occupied seasonally on an annual basis.

- The capacity of any replacement appliance or component of a central heating/cooling system satisfies the energy load within the Homes.
- In the case of heating systems that serve multiple Homes, all Homes connected to the system are included in the Project Activity.
- The Project Activity is not mandated or required by law or regulation.
- The Project Activity involves a combination of energy efficiency measures directed at the building envelope, improving the efficiency of the central heating and/or cooling system and reducing energy consumption of appliances.
- The Project Activity uses and applies electricity or another fuel source that was already a source of emissions in the dwelling prior to Project Activity.
- All boilers that are replaced as part of the Project Activity are disposed of properly.

You agree to:

- Cooperate in good faith with Us and the Partnership in provision of the Retrofit Credits Services;
- Provide, in a timely manner, such information as We may reasonably require, and ensure that it is accurate and complete in all material respects.

You agree to notify Us in writing no later than 30 days after the date of the certificate or declaration of completed installation of a Project Activity to confirm the completion of the Project Activity and the scope of Project Activity and to provide Us with access to the necessary documentation, including the Building Regulations Compliance Certificate, the certificate or declaration of conformity and completed installation under PAS 2035 or an equivalent standard, confirmation that work was carried out by a person registered with a competent person scheme, the Gas Safety Certificate, the MCS Certificate, and the Energy Performance Certificate or Report (as applicable).

You agree, upon request, to supply or provide access to such documents, information, data, reports or written or verbal explanations as may be reasonably required by Us in connection with this agreement, including for the purposes of confirming that Project Activity complies with the Verified Carbon Standard, the VCS Program and the requirements of the Registry (including without limitation a copy of the contractual commitments with any third-party holder of statutory, property or contractual rights that enables You to meet Your obligations as set out herein, including any installer, subcontractor and owner of the Homes).

You agree to advise Us of any fact, matter or circumstance which could result in a material risk of the GHG emission reductions resulting from a measure being reversed. You warrant that mitigation measures are in place to monitor, mitigate, and compensate for any material incidence of non-permanence.

You agree to advise Us of any fact, matter or circumstance which would render any information provided under this agreement to be inaccurate or misleading.

You must not seek to:

- use some, or all of the VCUs arising as a means of offsetting Your own emissions unless We have confirmed in writing following receipt of an Own Use Notice that the VCUs resulting from a Project Activity Instance have been transferred to Your account at the Registry (if applicable) or permanently removed from circulation in the Registry system.
- assign to or otherwise contract with any other party in relation to, the Rights.
- have the GHG emission reductions resulting from the Project Activity issued as VCUs by the Registry, or registered or credited with any other emissions reduction scheme, registry or environmental credit programme (including without limitation as renewable energy certificates).

Use of Proceeds

You declare that you intend to use the proceeds from the sale of VCUs resulting from the Project Activity Instances for the following types of projects:

- The provision of social housing, including low-cost rental (such as affordable rent properties) and low-cost home ownership;
- Renewable energy (including production, transmission, appliances and products);
- Energy efficiency (such as in new and refurbished buildings, energy storage, district heading, smart grids, appliances and products);
- Pollution prevention and control (including wastewater treatment, GHG control, waste reduction/prevention/recycling, and soil remediation);
- Environmentally sustainable management of living natural resources and land use (including terrestrial and aquatic biodiversity conservation);
- Clean transportation (such as electric, hybrid, public, transportation and infrastructure for clean energy vehicles);
- Climate change adaptation (including information support systems and training for staff and the community);
- Eco-efficient and green buildings which meet regional, national or internationally recognised standards or certifications;
- Accelerated action to combat climate change and reduce fuel poverty by installing decarbonisation measures in existing homes;
- Skills and training to support the retrofit of existing homes and help people find employment in the sustainability and green sectors.

Audit

You agree to make your employees and representatives available to Us and the Partnership as may be reasonably necessary for the performance of your obligations under this Contract.

You agree We and the Partnership and anybody undertaking Validation or Verification

are entitled to inspect the Project Activity Instances at reasonable times and on reasonable notice for the purpose of Validation and Verification.

You agree to collaborate, communicate and co-ordinate with Us and the Partnership on the obligations established under the Verified Carbon Standard, including any associated quality assurance principles and the project Validation and Verification processes. This may include providing data on the energy consumption of the Project Activity Instances before and after the implementation of Project Activity and making representatives available to speak to the Validation and Verification bodies (for avoidance of doubt, any interaction with the Validation and Verification bodies or Registry shall be coordinated by the Partnership).

Termination

No party can terminate this agreement where such breach is of a minor or technical nature and where, having regard to the performance by that party of all of the other conditions and obligations on its part contained in this agreement, it would be unreasonable in the circumstances to terminate this agreement on such grounds.

This agreement may be terminated by:

- You by written notice to Us if We have materially breached Our obligations under this agreement and such breach has continued for more than 21 days after the date You have served written notice on Us specifying the details of such breach.
- Us by written notice to You if You have materially breached Your obligations under this agreement, have obtained (or sought to obtain) VCUs for a Project Activity Instance by making false statements or by any other irregular means, is no longer in compliance with Your Carbon Credit Obligations and have not taken the remedial action requested by Us and such breach has continued for more than 21 days after the date written notice has been served on You specifying the details of such breach.

If:

- this agreement is terminated; and
- the Verified Carbon Units are subject to any prior sale made under this agreement for any period following the termination date (Prior Termination Date Sale),

then We will use reasonable endeavours to arrange the benefits arising from any Prior Termination Date Sale to VCUs arising from a Project Activity Instance to be transferred to You.

From the date on which a notice of termination is served, We will not provide any services in respect of new Project Activity Instances.

Expiry or termination of the agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of expiry or termination

which existed at or before the date of expiry or termination, in particular, the grant of an exclusive licence of the Rights to all and any GHG emission reductions or removals resulting from the Project Activity Instances.

Liability

We and You have each obtained appropriate insurance cover in respect of their own respective legal liability under this agreement.

You warrant that Your use of the Retrofit Credits Services does not in any way conflict with the terms of any grant funding arrangements You have in place for the Project Activity Instances or any grant funding arrangements any third-party holder of statutory, property or contractual rights has in place for the Project Activity Instances. You shall indemnify Us in full against any sums awarded by a court against arising from or in connection with any claim brought against Us or the Partnership for breach of this warranty.

You warrant that Your Project Activity is designed to ensure the Homes are safe to use and inhabit and are undertaken in accordance with health and safety, buildings, environmental and all other applicable regulations. You shall indemnify us and the Partnership in full against any sums awarded by a court against arising from or in connection with any claim brought against Us or the Partnership for breach of this warranty.

References to liability in this clause include every kind of liability arising under or in connection with this agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

No party to this agreement shall be liable for indirect loss, including economic loss, indirect loss, consequential loss, loss of profits, sales or business, loss or corruption of data or information, loss of anticipated savings, loss of opportunity and loss of or damage to goodwill and reputation.

No party to this agreement may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default or where the party has obtained (or sought to obtain) VCUs for a Project Activity Instance by making false statements or by any other irregular means.

Nothing in this Liability section shall limit any party's payment obligations under this agreement.

Nothing in this agreement limits any liability which cannot legally be limited, including for:

- death or personal injury caused by negligence; and
- fraud or fraudulent mis-representation.

Other than in respect of a liability which cannot legally be limited, one party's total

liability to the other under this agreement for any and all loss or damage shall not exceed £1,000,000.

We and the Partnership have given commitments as to compliance of the Retrofit Credits Services. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from a Project Activity Instance.

Unless You notify Us that You intend to make a claim in respect of an event within the notice period, neither Us or the Partnership shall have liability for that event. The notice period for an event shall start on the day on which You became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.