

# TERMS AND CONDITIONS

## Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

## License to use website

Unless otherwise stated, [50five \(UK\) Limited](#) and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution].

## Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without 50five (UK) Limited's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without 50five (UK) Limited's express written consent.

## **Restricted access**

Access to certain areas of this website is restricted. 50five (UK) Limited reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at 50five (UK) Limited's discretion.

If 50five (UK) Limited provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

50five (UK) Limited may disable your user ID and password at their sole discretion without notice or explanation.

## **Variation**

50five (UK) Limited may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## **Entire agreement**

These terms and conditions, together with The Privacy Policy and Notice and Cookies Policy, constitute the entire agreement between you and 50five (UK) Limited in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with UK LAW, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of The United Kingdom.

# PRIVACY POLICY

This privacy policy explains how we use any personal information we collect about you when you use this website.

Topics:

- What information do we collect about you?
- How will we use the information about you?
- Access to your information and correction
- Cookies
- Other websites
- Changes to our privacy policy
- How to contact us

## What information do we collect about you?

We collect information about you when you register with us or place an order for products or services. This information may include your personal and tenant details, your property details, and other similar details required for us to be able to offer you the service. We also collect information when you voluntarily complete customer surveys, provide feedback and participate in competitions. Website usage information is collected using cookies.

## How will we use the information about you?

We collect information about you to process your order and to manage your account.

We use your information collected from the website to personalise your repeat visits to our website.

50five (UK) Ltd will not share your information for marketing purposes with any companies outside the NLA.

In processing your order, we may send your details to, and also use information from credit reference agencies and fraud prevention agencies.

## Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email or write to us.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

## Cookies

Cookies are text files placed on your computer to collect standard Internet log information and visitor behavior information. This information is used to track visitor use of the website and to compile statistical reports on website activity.

For further information please visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org)

You can set your browser not to accept cookies and the above websites tell you how to remove cookies from your browser.

However, in a few cases some of our website features may not function as a result.

## Other websites

Our website may contain links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

## Changes to our privacy policy

We keep our privacy policy under regular review and we will place and updates on this webpage.

## Our Privacy Notice:

Our organisation is committed to protecting the privacy of your personal information. Our company is registered with the Information Commissioners Office (ICO) and complies with the Data Protection Act 2018 and with the UK General Data Protection Regulations.

## Lawful Basis for Processing

Our firm must have a valid lawful basis in order to process a person's data and be able to demonstrate the processing of data is "necessary" in order to provide our products and services. There are six lawful bases and our organisation process on the basis of the following:

**CONTRACT** - We may have to process information to fulfil our contractual obligations for an installation, or provide a quotation, or enter into a finance agreement, or provide a warranty. In this instance the processing is necessary for the performance of the contract.

**LEGAL OBLIGATION** - We may have to check data against the HMT Sanctions List which is a legal obligation or process information for health and safety reasons. In this instance Health and Safety is legislation.

**LEGITIMATE INTERESTS** - In many instances the processing is necessary, for example to create a Retrofit Assessment, Energy Performance Certificate, act as a credit intermediary in order to arrange a Finance Plan, access or check ECO Funding eligibility, carry out a Customer Survey Report, technical monitoring, provide other marketing information that may benefit a customer providing they agree to this.

**CONSENT** - We ask person's to positively opt in if they want to receive further information on a product or service that we market separately.

We process special category data where this is necessary. For example, we have a number of contracts with Utilities where Special Data is processed as part of the Government Energy Company Obligation scheme where health information (Benefit entitlement payment) is an essential part of scheme eligibility which we have to evidence and process.

## Collection of Information – your consent

We may collect personal information from you if you provide it voluntarily.

If you do provide personal information to us, we will assume that you have read this Policy and have consented to us using your personal information in the ways described in this Policy and at the point where you give us your personal information.

If, after providing us with personal information, you later decide that you do not want us to use it for particular purposes, then please write to us at our head office address.

## Reasons for Collection of your Information

In the course of our dealing with you we may collect and process certain information about you, including your name, date of birth, address, contact details (including your email address and contact telephone number), payment details (where applicable), any benefits you receive or are entitled to (including disability benefits) (where applicable), and other information about you and your property in respect of which services and products may be provided. Your personal information may be used by us, our employees, contractors or agents to:

- identify you during any communication between you and us;
- assess eligibility for services and products (whether provided by us or on our behalf);
- manage your Consumer Credit Agreement;
- carry out regulatory checks and meet our obligations to our regulators;
- communicate with you to arrange the provision of such services and products;
- administer and provide such services and products;
- detect and prevent loss, fraud and other criminal activity;
- carry out credit reference checks;
- carry out market research and to help us review, develop and improve the services and products we offer; and
- contact you (in accordance with your preferences), by post, telephone, SMS, email and other electronic means with information about products, services, promotions, and offers that may be of interest to you.
- Keep legal certificates and work records relating to the services we have provided to you including details relating to: Warranty and guarantee information; workmanship guarantees on work done by us or our contracted partners, insurance backed guarantees; installation certificates to include installing, commissioning and servicing; records of any legal or statutory notices we may have issued or supplied to include Gas Safe Certificates, Building Regulations Notifications, Warning Notices, At Risk, Not to Current Standard labelling by us or our contracted partners; any information which we consider may be required by the Health and Safety notice, product recall or modification; industry body documentation and installation records; audit bodies such as UKAS accreditation bodies for PAS; government bodies or appointed agencies such as Gemserv, TrustMark, Assessor or Installer organisations; records of advice given to include Energy Performance Certificates which remain legally valid for 10 years after generation and may influence decisions to install or buy certain equipment; Occupancy Assessment and Retrofit Assessments; any data we consider may be required by any Government Body such as Ofgem.

In the event that we sell or buy any business or assets, we may disclose personal information held by us to the prospective seller or buyer of such business or assets. If we or substantially all of our assets are acquired by a third party, personal information held by us will be one of the transferred assets.

Your personal information may also be used by us, our employees or agents if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce any agreement we have with or otherwise concerning you, or to protect our rights, property or safety or those of our customers, employees or other third parties.

## **With whom do we share your personal information?**

Third parties such as a finance lender (where applying for a finance option).

Other installers.

Third parties involved in the handling of a complaint.

Our professional advisors for example our lawyers, compliance officers, insurers and insurance brokers when they need it to provide advice or help us obtain insurance.

In connection with the above purposes, your personal information may be transferred to, or otherwise processed by third party service providers acting on our behalf, our agents and law enforcement authorities (including the police).

## **Access to Information**

The Data Protection Act 2018 gives you the right to access information held about you. You have the right to ask for a copy of the personal information held about you. You also have the right to ask for inaccuracies in information to be corrected. A copy of the information held about you by us can be requested by writing to us at the address shown.

## **Transfer of Information Abroad**

We will not transfer your personal information outside the EU without first obtaining your consent.

## **Change of Policy**

We may occasionally change the Privacy Policy to reflect customer and company feedback. Any changes will be shown on this page.

## **How to contact us**

Please contact us if you have any questions about our privacy policy or information we hold about you:

**Email:** [customerrelations@5ofive.co.uk](mailto:customerrelations@5ofive.co.uk)

**Tel:** 0800 612 5050

**Postal Address:** 5ofive (UK) Ltd, Unit 3, Broom Business Park, Bridge Way, Chesterfield, S41 9QG