



Householder Terms & Conditions of Grant

Part 1 - Eligibility for Grant

1. Overview

1.1 You will only be entitled to receive a grant if the eligibility criteria set out in these terms and conditions have been met or (in relation to requirements that apply following payment of the grant) will be met. Offers of grant will be made by Severn Wye Energy Agency on the basis of the information that you provide in the application. If any of this information changes before a grant is paid, you must notify Severn Wye Energy Agency of the change as soon as possible as this may affect your entitlement to the grant.

2. Property

2.1 You are only entitled to apply for and receive a grant if you are an individual householder and the property is a permanent building located in the United Kingdom. For example grants will not be payable in respect of mobile homes, caravans or houseboats.

2.2 You must be the freehold owner of the property OR the owner of a long leasehold interest (i.e. a leasehold term with more than 21 years remaining) with all necessary consents from other owners OR a private tenant with the written consent of the landlord. If you are a joint owner of the property, you are entitled to apply for a grant on behalf of the other joint owners provided they have agreed to you doing so and will comply as necessary with all of these terms and conditions.

2.3 The property must be used principally by you or your family for your own private residential purposes. You are not entitled to receive a grant if the property is used principally for business purposes, including the letting of the property on a commercial basis (even if your tenants' use of the property will be residential).

3. Period of Operation

3.1 The Council and Severn Wye Energy Agency need to ensure that the anticipated environmental benefits are derived from any grant monies paid. For this reason, it is a condition of the grant that the technology will remain installed and in use at the property, and will not be modified in such a way as might adversely affect its performance, for a period of at least 5 years following payment.

4. Type of Technology

4.1 Technologies eligible for a grant from SG Futureenergy are; solar thermal hot water, solar photovoltaics, ground source heat pumps, micro-hydro, free standing (mast mounted) wind turbines, wood fuelled boiler systems and biomass room heater/stove (automated pellet feed).

4.2 The technology to be installed at the property must be specified as an accredited product under the Low Carbon Buildings Programme product approval scheme. A list of approved products is available at – www.lowcarbonbuildings.org.uk.

5. Certification of Installers

5.1 The technology must be commissioned by a person, firm or company specified under the Low Carbon Buildings programme as a "certified installer" in relation to the relevant technology. A list of certified installers is available at www.lowcarbonbuildings.org.uk.

5.2 All installers listed on the Futureenergy Installer Network are Low Carbon Buildings programme certified installers for the technology specified.

6. Eligible Costs

6.1 A grant of £500 per technology is offered towards the cost of generation equipment and installation.

7. Energy Efficiency Measures

7.1 The most effective way to reduce your energy bills and home carbon emissions is to increase the energy efficiency of your home. The SG Futureenergy scheme seeks to encourage the installation of microgeneration technologies in tandem with the use of energy efficiency measures so as to maximise the reduction in a building's "carbon footprint". To this end, it is a condition of the grant that a certain minimum level of energy efficiency measures have been taken at the property prior to any application for a grant being made, and that these measures continue to be in place for at least 5 years following payment.

7.2 The minimum energy efficiency requirements are:-

7.2.1 The whole of the loft is insulated to meet current building regulations e.g. 270mm of mineral wool loft insulation or suitable alternative;

7.2.2 Cavity wall insulation is installed throughout the property where practicable (i.e. where the property does have cavity walls);

7.2.3 Low energy light bulbs are installed in appropriate light fittings in all the main rooms (i.e. kitchen, hallway and all main living rooms);

7.2.4 Basic controls are installed for your central heating system (if any), including controls that ensure your boiler only operates when there is a demand for heat and a programmer or timer for the property as a whole.

8. Consents & Approvals

8.1 You must ensure that you have obtained (and will continue to have) all necessary consents and approvals in order to install the technology and to enable you to comply with these terms and conditions. These consents and approvals include, but are not necessarily limited to, the following:-

8.1.1 consent of any joint owners of the property on whose behalf you are applying;

8.1.2 if you only have a leasehold interest in the property, the consent of the freehold owner and any relevant leaseholders of the building;

8.1.3 all necessary planning and building regulations consents from South Gloucestershire Council. It is your responsibility to ensure you have obtained all of these, in the case of planning permission before submitting any application - see paragraph 11.4 below;

8.1.4 any of the other consents or approvals referred to in the paragraphs 8.2 to 8.5 below.

8.2 If the technology is to be connected to the electricity grid, you must ensure that you have obtained any consent that may be required from the local "Distribution Network Operator" (DNO). Even if consent from the relevant DNO is not required, you must ensure that you or your certified installer have informed the DNO of the connection of your technology to the grid and have complied with any other applicable regulations imposed by the DNO.

8.3 If you are intending to install a hydro turbine, you must ensure that you have contacted the Environment Agency and obtained all necessary abstraction licences.

8.4 If you are intending to install a biomass heater/stove/boiler in a smoke controlled zone, you must ensure that the relevant product is exempt under s.21 of the Clean Air Act 1993.

8.5 If you are intending to install a solar thermal hot water system, you must ensure through your certified installer that the relevant system complies with the Water Supply Regulations 1999.

9. Other Funding

9.1 You are entitled to apply for a grant from the Government's Low Carbon Building Programme in addition to this grant. If you are in receipt of any other funding in relation to the technology and/or its installation you must declare this to Severn Wye Energy Agency at the time of application. You must also ensure that the total amount of funding you receive in relation to the technology and/or its installation from all public sources, whether national or local government or otherwise, does not exceed 100% of the cost of that technology/installation.

Part 2 - Application & Claim Process

10. Application Requirements

10.1 In order to apply for a grant, you must complete an application form in full (including signing and dating the form at Section D) and send this to Severn Wye Energy Agency.

10.2 You are only entitled to apply for a certain number of grants as follows:-

10.2.1 you are only entitled to apply for up to 2 (two) grants for different technologies for any one property;

10.2.2 you are only entitled to receive grants for up to 2 (two) different properties, although you may install up to 2 different types of technology at any one property.

10.2.3 You must make a separate application for each installation, even if those installations are to be made at the same property.

10.3 You must ensure that all information you provide to Severn Wye Energy Agency in connection with your application for a grant is true, accurate and complete in all respects. If any information you have provided is subsequently found to be untrue, inaccurate or incomplete, this may affect your entitlement to receive the grant.

10.4 Before submitting your application, you must have either obtained planning permission for the installation of the technology at the property, or obtained confirmation from South Gloucestershire Council Planning Department that planning permission is not required.

10.5 You must have obtained a quote from the relevant installer before submitting your application. However, until you receive a formal grant offer letter from Severn Wye Energy Agency, you must not enter into any binding contractual commitment or otherwise pay out any money (including any deposit) in relation to the purchase of the technology or the carrying out any installation work (other than the carrying out of preliminary ground works for free standing wind turbines or for ground source heat pumps, or preliminary civil water works for hydro installations).

If you fail to comply with this requirement, you may not receive an offer of grant (either because Severn Wye Energy Agency exercises its right not to make an offer where particular requirements are not met and/or because insufficient funds are available) and you may find that you are committed to paying the full cost of the technology/installation work yourself.

10.7 Severn Wye Energy Agency will endeavour to process applications within 5 working days of receipt of the application form and either issue you with a grant offer letter or notify you of the rejection of your application.

10.8 Grant funds are limited and Severn Wye Energy Agency does not guarantee that any application for a grant will be successful.

11. Offer of Grant

11.1 If your application is successful, Severn Wye Energy Agency will issue you with a grant offer letter.

11.2 The grant offer letter will specify a deadline 6 months from the date of the offer letter by which the installation of the technology must have been completed. If the installation is not completed within this time limit you must obtain written confirmation from Severn Wye that the grant offer deadline has been extended. If you fail to comply with this requirement, your offer of grant may be invalid (either because you have not complied with the Terms and Conditions of Grant and/or because insufficient funds are available) and you may find as a result that you are committed to paying the full cost of the technology/installation work yourself.

11.3 Grant offers will be made on the basis of the information you provide. If any of this information changes, you have a contractual obligation to inform Severn Wye Energy Agency of the change.

11.4 Once an offer of grant has been made it will be capped at the amount stated in the grant offer letter and you will not be entitled to claim any amount in excess of this, even if the actual costs of installing the relevant technology are higher than you anticipated.

11.5 Grant offer letters will also enclose a grant claim form which you will need in order to submit your grant claim. You should ensure therefore that you keep the grant offer letter and grant claim form in a safe place following receipt from Severn Wye Energy Agency.

12. Grant Claim Requirements

12.1 You are only entitled to claim the grant when installation of the technology has been completed and you have paid all of the relevant costs. For these purposes, the installation will be treated as having been completed on the date on which the technology is commissioned by the relevant certified installer. You are responsible for ensuring that the relevant installation has been completed and paid for in sufficient time to enable you to meet the deadline specified in the grant offer letter for claiming the grant.

12.2 Subject to paragraph 12.1 above, to claim a grant you must provide the following documents to Severn Wye Energy Agency:-

12.2.1 the grant claim form, as enclosed with your grant offer letter;

12.2.2 a copy of the invoice for the "eligible costs" you have incurred in installing the technology -see paragraph 12.3 below;

12.2.5 a commissioning certificate provided by the certified installer - see paragraph 12.6 below;

12.2.6 any additional supporting documentation which Severn Wye Energy Agency may ask you to provide if it has any queries or concerns about your grant claim.

12.3 To claim your grant, you must provide Severn Wye Energy Agency with a suitable copy invoice from the contractor you have paid to supply and install the technology. At a minimum, the invoice must contain the following information:-

12.3.1 it must contain full details (including full registered name, address and VAT number) of the contractor;

12.3.2 it must contain details of your name and the address of the property;

12.3.3 it must contain details of the specific type of micro-generation product installed at the property;

12.3.4 it must contain details of the costs (see paragraph 7 above) in respect of which the grant is being claimed;

12.3.5 it must be receipted or contain other words evidencing that payment of the costs has been made.

12.5 To claim your grant, you will also need to provide a commissioning certificate, available from your installer or from Severn Wye Energy Agency, completed by the installer...

13. Payment of Grant

13.1 Severn Wye Energy Agency will endeavour to process grant claims within 15 working days of receipt of all necessary documentation and either issue you with a cheque for the grant or notify you that the claim has been rejected, giving you the reasons for this.

13.2 For the avoidance of doubt, unless Severn Wye Energy Agency has specifically agreed otherwise in writing, the specific type and size of technology you actually install, the property at which you install the technology and the certified installer who commissions the technology must all be in accordance with the details specified in Severn Wye Energy Agency's grant offer letter and compliant with the eligibility criteria specified in these terms and conditions - if this is not the case, Severn Wye Energy Agency reserves the right to withdraw its offer of grant.

Part 3 - General Terms and Conditions

14. Record Keeping & Inspections

14.1 Severn Wye Energy Agency has to be able to verify, if need be, that any grants paid were properly payable and were applied in the proper way. For this reason, you must ensure that you comply with the record keeping and inspection requirements set out in the following paragraphs 14.2 to 14.4.

14.2 You must keep a record of all relevant documentation that you obtain in relation to the technology and its installation, including in particular the original of any quotations and invoices from the installer or any other contractors involved in the installation work. You must keep these records for at least 6 years

following payment of the grant and if Severn Wye Energy Agency asks you to do so at any time (and as long as it gives you reasonable prior notice) you must allow authorised representatives of South Gloucestershire Council or Severn Wye Energy Agency to inspect and take copies of these records.

14.3 If Severn Wye Energy Agency asks you to do so at any time (and as long as it gives you reasonable prior notice) you must permit Severn Wye Energy Agency and its authorised inspectors to have access to the property for the purposes of inspecting the technology and/or verifying whether the energy efficiency measures required by the scheme have been put in place.

15. Publicity

15.1 If at any time you use the technology in any advertising or otherwise publish any information about the technology, you must make clear that you have received a grant from South Gloucestershire Council under the SG Futureenergy programme. However, you must not do or say anything that may lead a third party to believe that you are acting as an agent of South Gloucestershire Council.

16. Compliance with Laws

You must ensure that in carrying out any activities in connection with the installation and use of the technology you and anyone acting on your behalf complies with all applicable laws and regulations.

17. Withholding & Repayment of Grant

17.1 In addition to any other rights it may have under these terms and conditions or the general law, Severn Wye Energy Agency may reduce, suspend or withhold payment of any grant, or require all or part of any grant to be repaid, if any one or more of the following events occurs:-

- 17.1.1 any information that you provided to Severn Wye Energy Agency (whether in the application or otherwise) is subsequently found to be untrue, inaccurate or incomplete;
- 17.1.2 you cease to be eligible to receive a grant;
- 17.1.3 you fail to comply in any respect with these terms and conditions;
- 17.1.5 you become bankrupt;
- 17.1.6 there has been an overpayment of grant.

18. Liability of South Gloucestershire Council and Severn Wye Energy Agency

18.1 The information made available by South Gloucestershire Council and Severn Wye Energy Agency in relation to the SG Futureenergy programme and more generally in relation to renewable energy technologies is intended to act as a guide only, and neither South Gloucestershire Council or Severn Wye Energy Agency accept any liability for any loss or damage that you may suffer as a result of using that information.

18.2 South Gloucestershire Council and Severn Wye Energy Agency do not guarantee or underwrite the performance of any technology (whether an "approved" product or otherwise) and/or any installer (whether or not a "certified" installer) and you should ensure that the installer you contract with provides you with all necessary information in relation to the warranty cover it will be providing and the insurance cover it has in place.

19. Miscellaneous

19.2 Any offer of grant made by Severn Wye Energy Agency is personal to you and you are not entitled to transfer any of your rights or obligations in respect of that offer and these terms and conditions without the prior written consent of Severn Wye Energy Agency.

19.3 South Gloucestershire Council and Severn Wye Energy Agency will not lose any rights that they have under these terms and conditions if they do not exercise that right or delay in exercising it. Exercising a right or part of one will not prevent South Gloucestershire Council or Severn Wye Energy Agency from exercising that right again or any other right.

19.4 Nothing in any offer of grant by Severn Wye Energy Agency or these terms and conditions is intended to confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

19.5 Any offer of grant by Severn Wye Energy Agency and these terms and conditions will be governed by English law.