

Cleaner Heat Cashback - Terms and Conditions

1. Eligibility for the scheme

1.1 In order to be eligible for the scheme, applicants must meet the EU definition of a Small or Medium sized Enterprise (SME), that is, it must;

- employ fewer than 250 persons; and
- have either an annual turnover not exceeding EUR 50 million or an annual balance sheet total not exceeding EUR 43 million.

1.2 Businesses in which the heating system is being replaced must be located in London (that is, within the 32 London boroughs or the City of London Corporation).

1.3 Only one cashback voucher per heating system, per installation address, can be used.

1.4 Applicants must be the business owner who is funding the heating system replacement regardless of who owns the business address.

1.5 If the business paying for the replacement heating system does not own the installation address; they must ensure that;

- they are responsible for the maintenance and upkeep of the installation address; and that
- they have sought the landlord's consent to replace the heating system before applying for the cashback and have evidence of this consent.

1.6 The installation address must be classified as a commercial property as per the Valuation Office Agency (VOA). The property must not be paying Council Tax, in part or in full.

1.7 Applicants cannot be heating system installers or manufacturers.

1.8 The heating system (which could be either a single boiler or a cascade system) being replaced must be a gas, LPG, oil, biomass or coal heating system that is;

- a minimum of 70 kW (heating system output);
- in working order;
- the main heating system used to heat the business address;
- for mains gas, LPG and oil systems, the boiler must also be over 10 years old.

Electric heating systems or electric heaters do not qualify for the scheme. Renewable heating systems (other than biomass) do not qualify for the scheme.

1.9 The replacement heating system must be either;

- a gas or LPG system that is at least 90 per cent energy efficient in use (as defined in the Energy related Products (ErP) Directive) and less than 40 mg NO_x/kWh;
- an air source heat pump with an efficiency above 250 per cent (as defined by ErP Directive);
- a ground source heat pump with an efficiency above 330 per cent (as defined by ErP Directive);
- solar thermal;
- a connection to a heat network.

To be eligible for the Cleaner Heat Cashback, there should be no more than 10 boilers being replaced per installation address.

The table below outlines the support which is eligible and ineligible under the scheme.

Expenditure	Eligible for support	Ineligible for support
Capital cost of replacement equipment	<ul style="list-style-type: none"> • Gas boiler • LPG boiler (only when replacing an existing LPG boiler) • Solar thermal • Air source heat pump • Ground source heat pump 	<ul style="list-style-type: none"> • Coal powered boiler • Oil boiler • LPG (unless replacing an existing LPG boiler) • Biomass boiler
Capital cost of system ancillaries	<ul style="list-style-type: none"> • New / replacement flue • Pumps with variable speed drives • Standard control system • Heat or electricity meters • Accumulator tank • Lagging of accumulator pipework etc. in plant room 	<ul style="list-style-type: none"> • New radiators/heat emitters • Upgraded Building Management System (BMS)
Removal costs	<ul style="list-style-type: none"> • Removal of old boiler • Removal of old flue 	<ul style="list-style-type: none"> • Removal of old radiators / heat emitters • Plant room repairs/renovations • Asbestos removal • Remedial work (e.g. redecoration, painting, and general making good)
Installation costs	<ul style="list-style-type: none"> • Installation of replacement heating • Connection to the existing heating system 	<ul style="list-style-type: none"> • Installation costs of heating system ancillary works e.g. new radiators, pipework etc
Start-up costs	<ul style="list-style-type: none"> • System cleaning • First fill water treatment chemicals • Recommissioning of plant in line with best practice 	
Metering	<ul style="list-style-type: none"> • Heat meters 	<ul style="list-style-type: none"> • Electricity meters • Submeters
Heat network connection	<ul style="list-style-type: none"> • Removal of old boiler and redundant ancillaries (e.g. cylinder if necessary) and if necessary making safe of gas supply • Heat Interface Unit (HIU) (along with integrated controls) • Installation of HIU • Pipework connection to an existing network up to 50m away 	<ul style="list-style-type: none"> • Changing of radiators / emitters • Heat metering (as this should be an obligation on the heat supplier) • Upgrading controls or BMS • Complete disconnection from gas mains • Pipework connection to an existing network over 50m away

1.10 If you are unsure as to what aspects of your installation are covered through Cleaner Heat Cashback please contact chc@est.org.uk or 0808 108 9414 before installation.

1.11 Installations must be undertaken by a Gas Safe (formally CORGI) registered installer, a Microgeneration Certification Scheme (MCS) certified installer or equivalent, or a member of a competent persons scheme (such as OFTEC or HETAS).

1.12 Installers must be on the manufacturers' list of approved installers.

2. Applications to the scheme

2.1 The Cleaner Heat Cashback is being administered and delivered by the Energy Saving Trust and Kiwa, on behalf of the Greater London Authority provided always that any contractual or other legal relationship which comes into existence in relation to the scheme will be as between the applicant and Energy Saving Trust and/or Kiwa and not the Greater London Authority.

2.2 Before applying to the scheme, applicants must obtain two quotes for the work from installers who are on the manufacturers list of approved installers. They will also need to be Gas Safe registered, Microgeneration Certification Scheme accredited or equivalent, or a member of a competent person scheme (such as OFTEC or HETAS).

2.3 Applications to the scheme must include the following:

- business name, contact name, address, e-mail address and a contact telephone number
- installation address for your current and replacement heating systems
- details of your business:
 - limited company registration number (if applicable)
 - nature of business
 - number of years the business has been trading
 - number of employees
 - turnover
 - balance sheet total
 - bank account details to allow the cashback payment to be made
- details of the current heating system including:
 - fuel type, age, size
 - photos of the boiler plate(s) (a boiler plate is a plaque on the side of the boiler which provides details of the heating system including serial number) of the current system, and the boiler room showing the current heating system in situ
- copies of your heating fuel bills, going back at least 12 months
 - **for gas boilers**, supply us with your monthly or quarterly fuel bills over the last 12 months
 - **for LPG boilers** supply the invoice or account statement, which show the amount of fuel purchased over the last 12 months
 - **for oil boilers** supply the sales invoices for the fuel purchased over the last 12 months, which show the amount of fuel purchased in litres
 - **for biomass boilers** supply the sales invoices for the fuel purchased over the last 12 months, which show the weight of fuel purchased
 - **for coal boilers** supply the sales invoices for the fuel purchased over the last 12 months, which show the weight of fuel purchased
- details of the new heating system including two quotes from installers who must be on the manufacturer's list of approved installers. We recommend you get at least three quotes, but we require only two for the application. The quotes need to be on headed paper, dated, and contain a breakdown of the work including costs per item, detailing:
 - business name and contact name
 - installation address
 - details of the new heating system, including make, model and size, as well as the Energy Related Product (ErP) data fiche (your installer will provide this).

2.4 There is no guarantee that applications under this scheme will be successful, and funds will be

allocated on a first-come, first-served basis. Even if all the eligibility criteria are met, the issue of vouchers is subject to the availability of funds from the Greater London Authority to the Energy Saving Trust.

2.5 A technical assessment of your application will be undertaken by Kiwa to assess your eligibility under the scheme. If requested, you must provide Kiwa with any additional information that was not submitted with the application to allow them to make a full assessment of your application.

2.6 The heating system you install must be adequate, proportionate and appropriately designed, bearing in mind the energy needs of the property, and must represent good value for money.

2.7 The Energy Saving Trust may ask for further information to determine eligibility and you must provide this information within the specified timeframe if you wish to continue with the application. Until the information requested is provided, eligibility for the Cleaner Heat Cashback cannot be confirmed and you will not be able to receive the cashback.

2.8 If your application is not successful you will be notified of the reasons for the decision in writing. You have the right to appeal the decision in accordance with the Cleaner Heat Cashback appeals process.

2.9 If you wish to change any details within your application after you have been notified that the application has been successful, you have the right to make a change in accordance with the Cleaner Heat Cashback change request process. Your application may need to be re-assessed to check that the revisions to the application still meet the scheme criteria.

3. Issue of vouchers

3.1 If you are issued with a voucher under this scheme, this means you are entitled to claim a rebate (“cashback”) from the Energy Saving Trust of the value shown towards the cost (inclusive of non-recoverable VAT) of replacing your heating system, subject to your complying in full with the terms and conditions set out in this document. The scheme allows for one voucher per installation address which may cover a heating system up to a maximum of 10 boilers. The voucher is specific to your business – that is, the business and the installation address used to make the application and is issued with the voucher – and cannot be transferred to anyone else or to any other installation address.

3.2 You are only entitled to claim cashback, using your voucher, if you meet the eligibility requirements, as described above, on the Greater London Authority website and in the covering letter from the Energy Saving Trust with your voucher.

3.3 Work on the installation, including the purchase of any equipment, must not have commenced before the date on which your voucher was issued.

3.4 The Cleaner Heat Cashback voucher will be valid for six months from the date issued for all heating system options, with the exception of ground source heat pumps when the voucher will be valid for 12 months. You will be sent a reminder two months, one month and two weeks before it is due to expire.

4. Claiming the rebate (“cashback”)

4.1 You are only entitled to redeem your voucher and claim your cashback when the installation of your new heating system in your business property has been completed.

4.2 To claim the cashback, you must send all of the following documents to the Energy Saving Trust by post, to arrive no later than 10 working days after the ‘Voucher Expiry Date’ set out in your voucher:

4.2.1 the completed voucher, which must be signed by both the applicant and the installer in the sections marked ‘Applicant Declaration’ and ‘Installer Declaration’;

4.2.2 a copy of the invoice(s) marked 'Paid' from your installer for the supply and installation of the new heating system;

4.2.3 a copy of the Installation Certificate (Gas Safe, Microgeneration Certification Scheme or equivalent or competent person scheme such as OFTEC or HETAS);

4.2.4 a copy of the benchmark gas heating system commissioning checklist (if appropriate), completed by your installer;

4.2.5 any other documents that the Energy Saving Trust may request if it has any queries about your claim.

4.3 You must also complete a short on-line survey in relation to your experience of applying for the scheme so that this information can be used to further shape and develop the scheme.

4.4 All information you give to the Energy Saving Trust as part of your application for the voucher and as part of your claim for the cashback must be accurate. If any of this information changes at any stage between you applying for the scheme and claiming your cashback, you must notify the Energy Saving Trust immediately, as it may affect your right to the cashback. The Energy Saving Trust reserve the right to withdraw the cashback offer if they are not notified of any said change.

4.5 The value of your Cleaner Heat Cashback will be based on the final invoices you provide when making your claim. If the value of the final invoice is above the amount used to calculate the value of your Cleaner Heat Cashback voucher, your payment will be equivalent to the value of the voucher. If your final invoice is lower than the amount used to calculate the value of your Cleaner Heat Cashback, the level of cashback you receive will be re-calculated based on the costs outlined in the final invoice.

4.6 The Energy Saving Trust reserves the right to contact your installer directly to ask them to verify your installation paperwork (including invoices).

5. Record keeping and audit inspections

5.1 You must keep a record of all relevant documentation that you obtain in relation to your new heating system and its installation, including the original of any quotation(s) and invoice(s) from your installer. You must keep these records for six years following payment of the cashback and, if asked to do so at any time, you must allow authorised representatives of the Greater London Authority to inspect and take copies of these records.

5.2 If asked to do so at any time, you must also allow the appointed representatives of the Greater London Authority, Kiwa, to have access to your property in order to inspect your heating system and verify that you have complied with these terms and conditions. This may include a pre-installation audit to confirm the information provided in your application or a post installation audit to confirm the replacement heating system has been installed as specified.

6. Withholding and repayment of cashback

6.1 The Energy Saving Trust has the right to reduce or withhold payment of the cashback or (once paid) require that some or all of it be repaid, if this is required by law and/or if any one or more of the following events occurs:

6.1.1. any information that you provided to the Energy Saving Trust is subsequently found to be untrue, inaccurate or incomplete;

6.1.2. you were never eligible, or prior to claiming it you ceased to be eligible, to receive the cashback;

6.1.3 you fail to comply with these terms and conditions.

7. Installation work/defective heating systems

7.1 Installations must be undertaken by an approved installer who is either Gas Safe (formally CORGI) registered installer, a Microgeneration Certification Scheme (MCS) certified installer or equivalent, or a member of a competent persons scheme (such as OFTEC or HETAS).

7.2 The Greater London Authority, Energy Saving Trust and Kiwa cannot, and do not, guarantee the quality or performance of your new heating system and/or the work carried out by your installer, or the energy savings that may or may not accrue from installing a new heating system or renewable heating system. Your contractual relationship in this regard will be with the installer and you should ensure therefore, that the installer you contract with provides you with all necessary information about the warranty cover it will be providing and the insurance cover it has in place. Where suitable, your installer should also provide any necessary information and guidance relating to the operation and maintenance of your new system.

7.3 The Construction (Design and Management) Regulations 2015 (CDM 2015) apply to the installation of replacement heating systems under this scheme. The Greater London Authority, Energy Saving Trust and Kiwa do not have any roles relating to the CDM Regulations but want to ensure the obligations are met, as part of the commitment to quality work being delivered. Under this scheme the business is the Client and this means you must:

- make suitable arrangements for managing a project, ensuring other duty holders are appointed and sufficient time and resources allocated;
- make sure relevant information is prepared and provided to other duty holders;
- ensure the Principal Designer and Principal Contractor carry out their duties and that welfare facilities are provided.

More information on CDM can be found at

<http://www.hse.gov.uk/construction/cdm/2015/summary.htm>

8. Renewable Heat Incentive

8.1 If an eligible renewable or low carbon heat technology is being installed, this may affect the amount of Government Renewable Heat Incentive (RHI) for which an applicant is eligible. It is the applicant's responsibility to verify their RHI eligibility. The Greater London Authority or scheme administrators may advise Ofgem (administrators of the RHI) of any business who claims a voucher to install renewable or low carbon heat technology under this scheme.

9. English law

9.1 The contract between you and the Energy Saving Trust in relation to this scheme will be governed by English law.

10. Personal Data

10.1 The Greater London Authority, the Energy Saving Trust and Kiwa are committed to protecting your privacy and this section sets out the privacy practices in accordance with the UK Data Protection Act 2018 and EU General Data Protection Regulation (GDPR).

10.2 Your personal data is required in order to process your application. Personal data held by the Energy Saving Trust may be shared with the Greater London Authority and Kiwa for these purposes.

10.3 The personal data provided in your application will be captured by the Energy Saving Trust, who will process the data on behalf of the Greater London Authority.

10.4 If your application passes the non-technical checks, the Energy Saving Trust will pass on your personal data to Kiwa to enable them to conduct the technical checks required.

For details of Greater London Authority's privacy policy see <https://www.london.gov.uk/about-us/governance-and-spending/privacy-policies/gla-privacy-policy>

For details of Energy Saving Trust's privacy policy see <http://www.energysavingtrust.org.uk/privacy>

For details of Kiwa's privacy policy see <https://www.kiwa.com/en/privacy-statement>