

# Domestic Renewable Heat Incentive (RHI)



## Terms and Conditions of the Domestic Renewable Heat Incentive Scheme

1. The use of the "Ofgem RHI application form" and "My RHI" ("the website") is subject to the following terms and conditions ("the Terms and Conditions"). The website is managed by Ofgem, the Office of Gas and Electricity Markets on behalf of the Gas and Electricity Markets Authority, both of which are collectively referred to herein as 'we'.
2. Please read the Terms and Conditions carefully before using the website. Your use of the website indicates your agreement to be bound by the Terms and Conditions.
3. Please note that the Terms and Conditions are additional to the Ofgem website privacy policy set out in the footer of the main Ofgem website. By accepting the Terms and Conditions you are also accepting the terms of the Ofgem website privacy policy. Please read the Ofgem website privacy policy before accepting the Terms and Conditions.
4. The Domestic RHI Privacy Policy sets out the terms which govern the collection, retention and processing of personal information provided to Ofgem or otherwise held on the website. It will apply if you register as a user of the website and will continue to apply even should you cease to be a user of the website. Where there are any differences between that privacy policy and the Ofgem website privacy policy the Domestic RHI privacy policy takes precedence.
5. If you register as a user of the website as an employee of an organisation you are registering on behalf of that organisation. You must only access the website in this capacity. It is your responsibility to ensure you have appropriate authority to act on behalf of that organisation, and do not exceed that authority.
6. A representative owner is an owner who has authority to act on behalf of two or more owners of a single heating system. If you register as a user of the website as a representative owner, including where you register as an employee of an organisation which acts as a representative owner, you are registering on behalf of all owners whom you represent. You must only access the website in this capacity. It is your responsibility to ensure you have appropriate authority to act on behalf of all owners of the heating system, and do not exceed that authority.

### Your responsibilities

7. Your username, email address and password are personal to you and you must not disclose them to or permit them to be used by anyone else. It is your responsibility to keep secure any information that might identify you and allow access to your account. If you lose or accidentally reveal your username or password details you must contact us immediately. You must also change your password using the "Change Password" function on the website. You must notify us immediately if you become aware of any loss or theft or any unauthorised use of a username or password.
8. You must take all reasonable steps to ensure that any information entered into the website is accurate at the time of entry and to only enter information which is to the best of your knowledge accurate at the time of entry. Knowingly or recklessly providing information which is materially false could result in a criminal prosecution.

9. Where information entered by you, or another user of the website registered on behalf of the same organisation as yourself (if you are an organisation), and held on the website database is no longer accurate you must ensure that the information on the website database is updated with accurate information as soon as possible.
10. You must make sure we always have your correct contact details to reduce security risks as far as possible.
11. You must comply with the operational procedures, as amended from time to time, set out in guide material available on [www.ofgem.gov.uk](http://www.ofgem.gov.uk) under Domestic Renewable Heat Incentive.
12. You must not commit any act or engage in conduct which is likely to bring the website into disrepute.
13. You must notify Ofgem if you become bankrupt or if your organisation becomes insolvent or goes into administration.
14. You must notify Ofgem if you or your organisation's directors, partners or officers are subject to any financial investigation or any investigation which may lead to a conviction or a legal or regulatory sanction for an offence or other act involving fraud, dishonesty or professional misconduct.

### **Our responsibilities**

15. We will endeavour to ensure that the website is available during working hours (09:00 to 17:00 Monday to Thursday and 09:00 to 16:30 Friday). However, there may be occasions when it is temporarily unavailable from time to time for maintenance or other reason.
16. We will endeavour to ensure that the information available on the website is accurate. However, we do not guarantee that the information on the website is at all times accurate.
17. We reserve the right to change, suspend or discontinue any aspect of the website; and impose limits on the website at any time. Any variations to the Terms and Conditions will be carried out in accordance with paragraph 24 below.
18. The failure of Ofgem to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision or any other instance.

### **Termination**

19. If for any reason we believe that you have not complied with any of the responsibilities set out above in whole or in part, we may at our discretion cancel your access to the website, immediately and without giving you notice.
20. We reserve the right, without notice and at our discretion, to terminate the agreement and cancel your access to the website or portions of it for any reason.

### **Force Majeure**

21. We will endeavour to provide you with constant uninterrupted access to the website, however we do not guarantee it. We accept no responsibility or liability and cannot be deemed to be in default for any interruption or delay, resulting directly or indirectly from any cause or circumstance beyond our control.

### **Governing Law and Jurisdiction**

22. The Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under the Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Severability**

23. If any provision of the Terms and Conditions is held to be invalid by a court of competent jurisdiction or is deemed to be unlawful, void or for any reason unenforceable, then that provision shall be severed from these terms and the remaining provisions shall remain in full force and effect.

**Variations**

24. The Terms and Conditions may be varied from time to time. Details of variations will be posted on the website. Please ensure that you review the Terms and Conditions regularly as you will be deemed to have accepted a variation if you continue to use the website after it has been posted.