



THERMOS

Standard Terms and Conditions

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Centre for Sustainable Energy
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Charity 298740 | Company 2219673

Who we are

The Centre for Sustainable Energy (CSE) is an independent national charity, founded in 1979, dedicated to tackling climate change and ending the misery of cold homes. We combine hands-on support for households and communities with rigorous research and analysis that shapes local and national energy policy.

Our Research team has deep expertise in data modelling and the development of web-based analytical tools. We have created major national resources including the London Heat Map, the National Housing Model, the Heat Network National Zoning Model, the Impact Community Carbon Calculator, and THERMOS. THERMOS is our flagship service, the algorithms of which underpinned the National Zoning Model commissioned by DESNZ to identify viable heat-network zones across the UK.

THERMOS terms and conditions

These terms and conditions are designed to protect both CSE and the user by setting out fair and sensible expectations for the use of the product. If your organisation is unable to sign this agreement as written, we are happy to work with you to find a mutually acceptable solution.

By using THERMOS, you acknowledge and accept these terms and conditions:

These terms and conditions relate to the use of the unlimited version of THERMOS at <https://tool.thermos-project.eu/> and the ways in which we (CSE) may use data uploaded to a THERMOS account.

1. The service

- 1.1. All use of THERMOS is subject to these terms and conditions and to you obtaining the appropriate Subscription. The number of individual users who are permitted to use THERMOS depends on the type of Subscription you obtain. Further information is available at: <https://www.cse.org.uk/research-consultancy/consultancy-projects/thermos/>
- 1.2. We have the right to immediately terminate this agreement and remove your access to THERMOS in the event that you (or any of your individual users) breach these terms. You will not be entitled to any refund.
- 1.3. Login details must not be shared or used by anybody else, either inside or outside your organisation.
- 1.4. We will take reasonable steps to ensure that THERMOS is available to you. However, we are not providing any warranty, guarantee, or representation of any kind. THERMOS is provided as is, and as available. We do not warrant that THERMOS is error free or that you will be able to operate it without problems or interruptions.

- 1.5. We may update any of the algorithms that comprise THERMOS at any time, and do not guarantee consistency with previous versions.
- 1.6. You assume sole responsibility for results and conclusions obtained from your use of THERMOS. We take no responsibility for, and make no guarantee of the accuracy of, any of the outputs from THERMOS: you are responsible for ensuring that the outputs are fit for whatever purpose you may have. We shall have no liability for any losses resulting from any use of THERMOS. Our total liability to you shall be limited to the amount of £1 plus the cost of the last Subscription you purchased.
- 1.7. Where possible we will endeavour to back up all user data daily and store it securely off-site.
- 1.8. In the event of a technical fault, we will endeavour to restore the service within 7 days using the most recent available data backup, but we do not guarantee how recent this backup will be, and you are advised to download and backup any critical data on a regular basis.
- 1.9. Details of any production defects identified should be emailed to: thermos@cse.org.uk. We will consider all feedback, but we will not be obliged to take any action in response.
- 1.10. You may provide suggestions, comments or other feedback regarding THERMOS, but we will not be obliged to take any action in response.
- 1.11. Publication of any results which have involved the use of THERMOS is done entirely at the user's risk. Any work produced as a result of your use of THERMOS, (including, for example an academic publication or commercial report) which incorporates or references outputs from THERMOS, must contain the following acknowledgement:

This work uses results from the THERMOS (Thermal Energy Resource Modelling and Optimisation System) model. THERMOS was an EU Horizon 2020 funded research project (grant agreement No 723636) coordinated by the Centre for Sustainable Energy.

THERMOS provides heat network data and modelling tools in a user-friendly open-source application which makes network planning faster, easier, and more cost effective.

For more information about THERMOS see the THERMOS website at <https://www.thermos-project.eu/> or contact the Centre for Sustainable Energy: <https://www.cse.org.uk> and thermos@cse.org.uk

- 1.12. Technical support is available Monday to Friday, from 9:00 a.m. to 5:30 p.m. (GMT) excluding UK Bank Holidays. Support will be provided exclusively via email and must be submitted to the THERMOS general support address: thermos@cse.org.uk
- 1.13. Each user will be assigned a Technical Account Manager who will collaborate with the user to address and progress support requests and to jointly establish a development roadmap that supports the ongoing enhancement of the service.

2. User subscription fees and levels of access

- 2.1. The following subscriptions are available and are subject to the limitations and restrictions shown in the table below. All subscriptions are for the period of 12 months from confirmation by us that your subscription has been accepted (following the payment of any relevant fee), and are non-exclusive, non-transferable, and non-sub-licensable and non-refundable.
- 2.2. Unlimited local authority accounts require that all individual registered user accounts are created using email addresses belonging to the local authority organisational domain(s).
- 2.3. Accounts registered using external or non-organisational email addresses that are associated with a local authority account may be suspended or removed at CSE's discretion.
- 2.4. Single named academic account required that the registered user account is created using a valid academic email addresses belonging to a valid academic domain(s).

	Type of Subscription		
	Trial account	Single named academic account	Unlimited local authority account
Annual fee*	Free	Free	£2,000
Maximum number of optimisations run in a 7-day period (across all projects).	10	Unlimited	Unlimited
Maximum number of roads and buildings uploaded (across all projects).	8,000	Unlimited	Unlimited
Maximum run-time for any single network or supply optimisation.	1 hour	Unlimited	Unlimited
Optimisations are prioritised and executed at the earliest available opportunity.	No	Yes	Yes
Dedicated server	No	No	No
Number of registered users per organisation. Organisation is denoted by a shared email address.	1	1	unlimited

3. Payment methods

- 3.1. Where applicable, you must pay the fee to us in order for you to use your chosen User Subscription.
- 3.2. Where fee payment is required, you will receive an invoice including bank details for payment. Our payment terms are 30 days.
- 3.3. VAT will be charged at the prevailing rate (currently 20%) and is subject to our standard terms and conditions.

4. User Data

- 4.1. THERMOS processes only a minimal amount of personal data, and only where necessary for the provision of the service. Whenever personal data is processed, we will comply with all applicable data protection laws. We do not use personal data for marketing, profiling, or lead generation.
- 4.2. The personal data you may enter is limited to your name and your email address (and those of any other authorised users within your organisation).

You must only provide personal data that you have the authority and lawful basis to share with us.

- 4.3. We may contact you and your registered users by email solely for the following purposes:
 - a) to inform you of updates or changes to the service; and
 - b) to request feedback about your use of the service, to assess the impact and value of the service.
- 4.4. When you log in, a session cookie will be stored on your device. Session cookies are required to maintain your authenticated session and allow the service to function correctly.
- 4.5. We record the following information relating to each user account:
 - a) login and logout times
 - b) the number of projects, maps and network models created or processed.
 - c) summary statistics relating to usage, including:
 - the number of participants collaborating on projects
 - the size of the maps and networks created
 - the geographic bounding box of maps and networks created
 - d) diagnostic information required to identify and resolve errors or system faults
 - e) information about which user accounts you have collaborated with, solely for access-control purposes.

We do not otherwise access or process your uploaded GIS files except as necessary to provide the services you request.

4.6. To the extent that we act as a processor of personal data on your behalf, we shall:

- a) process personal data only in accordance with these terms and conditions, or on your documented instructions;
- b) implement appropriate measures to protect against unauthorised or unlawful personal data processing and against accidental loss or destruction of or damage to your personal data;
- c) ensure that anyone authorised by us to process your personal data has committed themselves to confidentiality or are under an appropriate statutory or common law obligation to do so;
- d) provide reasonable assistance in responding to any request from a data subject and ensuring your compliance with your obligations under data protection laws;
- e) notify you without undue delay on becoming aware of a personal data breach;
- f) at your choice, delete or return personal data to you after the end of the provision of services relating to processing and delete existing copies unless otherwise required by applicable law;
- g) maintain records to demonstrate our compliance with our data protection obligations under these Terms and make these available to you on reasonable request and allow for and contribute to audits to assess our compliance.

4.7. You acknowledge that we may appoint processors to process your personal data, provided that we notify you of any changes and give you the opportunity to object to such changes. CSE will ensure that such processors are subject to substantially equivalent data protection obligations to those set out in these Terms and shall remain responsible for the acts and omissions of such processors.

5. Data Security

- 5.1. All data in THERMOS is stored in a physical server on site at CSE. We keep this server updated and secured to reasonable commercial standards. Server access is restricted to those individuals who need access in order to manage the system.
- 5.2. If you extend access to a THERMOS project to another THERMOS user, please note all the data in that project including sensitive data, will be visible to them.
- 5.3. All communications to the server are encrypted, so an attacker with access to the network infrastructure between your computer and the server would not be able to view the data transmitted.
- 5.4. Your data is not encrypted at rest on the server, so an attacker who gained privileged access to the machine could view all data anyone has uploaded.

6. Acquiring your data

- 6.1. You can download your network diagrams and maps directly from the user interface. If you require access to any additional data, please contact us and we will work with you to provide it where feasible. We have no interest in restricting access to your data for commercial advantage, and, aside from the information specified above, we have no financial interest in the data itself.

7. Removing your data

- 7.1. There is currently no self-service option to delete your user account; however, we can delete it for you upon request. You can delete your projects, maps, and networks through your user account at any time. Once deleted, these items are permanently and irretrievably removed.

8. General

- 8.1. You may not assign, transfer, charge, or subcontract any of your rights or obligations under these Terms without our prior written consent.
- 8.2. We may assign, transfer, charge, subcontract, or otherwise deal with any of our rights or obligations under these Terms at our discretion.
- 8.3. These Terms, and any unresolved dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales. You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.