

Net Zero Data Market

G-Cloud 15
Terms and conditions document

January 26



Energy Systems Catapult

Net Zero Data Terms & Conditions

These terms and conditions and the attached schedules ("**Terms**") apply to the Net Zero Data services detailed on the quote ("**Quote**") provided through www.netzeromarket.org.uk ("**Website**") by Energy Systems Catapult Services Ltd (company number 09629154, whose registered office is at Cannon House 7th Floor, 18 Priory Queensway, Birmingham, West Midlands, England, B4 6BS) ("**We/Our/Us**") and the customer named on the Quote ("**You/Your**").

We provide different package options for our services:

Option 1 – "One off Download"

Option 2 – "Ongoing Access"

Option 3 – "API Access"

Each of Our packages, including the datasets relating to technical and commercial information on energy systems and achieving net zero ("**Datasets**"), and all the functionality that they provide are the "**Services**".

Please ensure that you read the relevant sections of these Terms that apply to the Services you have selected and are set out on the Quote:

Part 1 of these Terms - General	This will always apply when You use any of Our Services.
Part 2 of these Terms – "One off Download"	This will apply (in addition to Part 1) if You purchase a Service as a "One Off Download".
Part 3 of these Terms – "Ongoing Access"	This will apply (in addition to Part 1) if You purchase the "Ongoing Access" Service.
Part 4 of these Terms – "API Access"	This will apply (in addition to Part 1) if You purchase the "API Access" Service.
Part 5 of these Terms – "Trials Data"	This will apply when You purchase any of the Trials Data Services.

PART 1: GENERAL

1 INTERPRETATION

1.1 Clause headings shall not affect the interpretation of these Terms. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.2 All references in these Terms to clauses and schedules are to the clauses and the schedules to these Terms unless otherwise stated.

1.3 A reference to: (a) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; and (b) a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.4 Unless the context otherwise requires: (a) words in the singular shall include the plural and in the plural shall include the singular; (b) a reference to one gender shall include a reference to the other gender; and (c) the words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.5 For the purposes of these Terms, "Public Body" means: (a) a body which falls within the definition of 'contracting authority' in Regulation 2(1) of the Procurement Act 2023 or Regulation 2(1) of the Public Contracts (Scotland) Regulations 2015, excluding any infrastructure body; and/or (b) a Council constituted pursuant to section 2 of the Local Government etc. (Scotland) Act 1994; and/or (c) any other entity as may be agreed by Cabinet Office from time to time as being a public body.

2 ACCESSING OUR SERVICES

2.1 You must register an account to use the Services ("Account"). Registration of Accounts is at Our sole discretion.

2.2 You will need Your username and password to access Your Account. You must ensure that Your username and password are kept secure and confidential. You must immediately notify Us of any unauthorised use of Your password or any other breach of security. You are responsible for any activity on Your Account. It is Your sole responsibility to monitor and control access to and use of Your Account and password.

2.3 If you register as a Local Authority, You will provide Us with any evidence that We reasonably require in order to verify Your connection with a public sector organisation.

3 ORDERING PROCESS

3.1 You may contract for Services either through the Website or offline.

3.2 You warrant that all information that You provide to Us in connection with an order for Services and Datasets, whether online or offline, is truthful, accurate and complete.

Online

3.3 If You want to proceed, you must visit the Website, access Your Account, complete all the required information ("Online Form"), tick the box to accept these Terms and click to "place order".

3.4 By accepting these Terms You warrant that You have the authority to act on behalf of Your organisation.

Offline

3.5 If you want to execute an offline order, you must request a offline order form ("Offline Form") by e-mailing netzeromarket@es.catapult.org.uk.

3.6 At Our discretion, we may agree to execute an Offline Form with these Terms attached.

3.7 A legally binding contract for the Services set out in the Offline Form is formed when We and You have executed an Offline Form incorporating these Terms.

3.8 By executing and Offline Form You warrant that You have the authority to act on behalf of Your organisation.

4 OUR SERVICES

4.1 Subject to payment of the Fees (see clause 6), We shall provide the Services including the applicable Datasets, to You:

- (a) in accordance with these Terms;
- (b) with reasonable care and skill; and
- (c) in accordance with applicable law.

4.2 We have all necessary rights, licence, consents and permissions to provide the Datasets to You.

5 PUBLIC SECTOR USE OF THE DATASETS

(For commercial use, please see section 6)

5.1 We grant to You, a non-assignable, non-exclusive, royalty-free licence in the United Kingdom to use Datasets You have received or downloaded in perpetuity for the purposes as set out below in clause 5.2.

5.2 You are entitled to use the Datasets for the following purposes:

- (a) development of local area energy plans;
- (b) development of local net zero projects;

- (c) internal business use and planning;
- (d) training of Your employees; and
- (e) research and analysis.

5.3 In using the Datasets for the purposes set out in clause 5.2, You may:

- (a) Combine the Datasets with other data from other sources and create further datasets derived or originating from or containing the Dataset (in whole or on part) ("**Derived Data**");
- (b) Use the Datasets and Derived Data to inform, manage and develop projects from which You will benefit commercially, provided that You never resell or give access to all or any part of the Dataset for commercial gain; and
- (c) Permit Your consultants and suppliers who need access to the Datasets in order to fulfil their contractual obligations to You to access and use the Datasets provided that such use is solely for Your benefit, for the purposes set out in clause 5.2 and they are bound by restrictions equivalent to these Terms in relation to the Datasets.

5.4 You must display the acknowledgement shown below when publishing Derived Data or aggregated values from the Datasets in any format (and see paragraph 3 of Schedule 2 for the required acknowledgment where the Dataset includes EPC data):

5.5 "Data sourced from Energy Systems Catapult [INSERT YEAR]"

5.6 Except as set out above or as expressly permitted by Us, You shall not:

- (a) release, reveal, sell, resell, sub-license, dispose or disclose in any way any part or all of the Datasets to any third party (excluding Your suppliers who host your systems, or sub-contractors using the Datasets on your behalf for the purposes set out in clause 5.2);
- (b) be permitted to use, transfer, copy, distribute, adapt, improve, disclose, publicise, broadcast, electronically communicate, lend, hire, license (or sub-license), sell, resell, export or reproduce the Datasets.

5.7 To the extent that the Datasets include:

- (a) Energy Performance Certificate data ("**EPC Data**") You must comply with Schedule 1 (EPC Terms);
- (b) Open identifiers (being TOIDs, UPRNs and USRN)s, then You must comply with the [Ordnance Survey Open Identifiers policy](#).

5.8 You acknowledge that the Datasets provided by Us may include data from other third party providers and whilst every care is taken by Us in the compilation, creation and

accuracy of the Datasets, We cannot be held liable for elements of the Datasets which are supplied by third party providers.

5.9 For the purpose of clause 5.10 an "**AI System**" means a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

5.10 You shall not use Datasets to develop or train AI Systems but may use the Datasets in connection with AI Systems where the purpose of that use satisfies clause 5.2 (permitted uses), provided that such use does not generate outputs containing data, recommendations, or insights that replicate the utility and function of Datasets that we may offer to customers from time to time.

6 COMMERCIAL USE OF THE DATASETS

(For Public Sector use, please see section 5)

6.1 We grant to You, a non-assignable, non-exclusive, royalty-free licence in the United Kingdom to use Datasets You have received or downloaded in perpetuity for the purposes as set out below in clause 6.2.

6.2 You are entitled to use the Datasets for the benefit of your commercial organisation, which may include use of the Datasets for financial gain.

6.3 In using the Datasets for the purposes set out in clause 6.2, You may:

(a) permit Your consultants and suppliers who need access to the Datasets in order to fulfil their contractual obligations to You to access and use the Datasets provided that such use is solely for Your benefit;

(b) combine the Datasets with other data from other sources and create further datasets derived or originating from or containing the Dataset (in whole or on part) ("**Derived Data**"); and

(c) use the Datasets and Derived Data to provide services to Your customers (each an "**End User**").

6.4 Except as set out above or as expressly permitted by Us, You shall not sell or resell in any way any part or all of the Datasets to any third party.

6.5 If Your End User is a Public Body, except as set out above or as expressly permitted by Us, You shall not release, reveal, sub-license, dispose or disclose in any part or all of the Datasets to any third party (excluding: Your suppliers who host your systems, or sub-

contractors using the Datasets on your behalf; and the Public Body which is the End User, for the purposes set out in clause 6.2).

6.6 If Your End User is not a Public Body, except as set out above or as expressly permitted by Us, You shall not release, reveal, sub-license, dispose or disclose in any part or all of the Datasets to any third party (excluding Your suppliers who host your systems, or sub-contractors using the Datasets on your behalf for the purposes set out in clause 6.2).

6.7 You acknowledge that the Datasets provided by Us may include data from other third party providers and whilst every care is taken by Us in the compilation, creation and accuracy of the Datasets, We cannot be held liable for elements of the Datasets which are supplied by third party providers.

6.8 You must display the acknowledgement shown below when publishing Derived Data or aggregated values from the Datasets in any format (and see paragraph 3 of Schedule 2 for the required acknowledgment where the Dataset includes EPC data):

"Data sourced from Energy Systems Catapult [INSERT YEAR]"

6.9 To the extent that the Datasets include:

- (a) Energy Performance Certificate data ("**EPC Data**") You must comply with Schedule 1 (EPC Terms);
- (b) Open identifiers (being TOIDs, UPRNs and USRN)s, then You must comply with the [Ordnance Survey Open Identifiers policy](#).

6.10 For the purpose of clause 5.11 an "**AI System**" means a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

6.11 You shall not use Datasets to develop or train AI Systems but may use the Datasets in connection with AI Systems where the purpose of that use satisfies clause 5.2 (permitted uses), provided that such use does not generate outputs containing data, recommendations, or insights that replicate the utility and function of Datasets that we may offer to customers from time to time.

7 PAYMENTS

7.1 The fees payable by You to Us for the Services are as set out on the on our Website or on the Offline Form (as applicable) ("**Fees**") for the Initial Term (where relevant). Fees for any Renewal Terms will be notified to You prior to expiry of the Initial Term or Renewal Terms.

7.2 If You declare to Us that Your End User is a Public Body and You use the Dataset and / or Derived Data to provide services or for the benefit of any End User that is not a Public Body we reserve the right to:

- (a) suspend all or part of Your access to the Services; and / or
- (b) in respect of each applicable Dataset charge an additional fee equivalent to the difference between the Fee (as at the time of declaration described in clause 7.2) if the End User was a Public Body and the Fee if the End User was not Public Body (as at the time of declaration described in clause 7.2).

7.3 For the avoidance of doubt, we shall have no liability for any suspension under clause 7.2.

7.4 We will charge You in British Pounds Sterling. All Fees are exclusive of VAT or any other applicable taxes. Fees are payable within thirty (30) days of date of invoice.

7.5 If You fail to pay any amount due under these Terms, We will be entitled to charge interest on the overdue amount, from the due date up to the date of actual payment (after as well as before judgement), accruing on a daily basis at the rate of 4% per annum above the base rate for the time being of the Bank of England.

8 YOUR OBLIGATIONS

8.1 When using the Services and Datasets, You agree not to:

- (a) attempt to undermine the security or integrity of the Services or Datasets, or Our (or Our suppliers') computing systems or networks. We will report any security breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing Your identity to them;
- (b) use, or misuse, the Services in any way which may impair the functionality of the Services, or impair the ability of any other user to use the Services;
- (c) attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services and Datasets are hosted;
- (d) transmit, input into or store within the Services, any files or data that may damage Our or any other person's computing devices or software, any content that may be offensive or in violation of any law (including data or other material which You do not have the right to use);
- (e) create links to the Services unless We give You prior written consent or as otherwise set out in these Terms;

- (f) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to operate the Services and Datasets except as is strictly necessary to use either of them for normal operation and other than as permitted by law;
- (g) impersonate any other person while using the Services;
- (h) conduct Yourself in a vulgar, offensive, harassing or objectionable manner while using the Services; or
- (i) use the Services or Datasets for any unlawful purpose.

8.2 You shall in a timely and efficient manner:

- (a) Follow all reasonable instructions from Us from time to time and provide all necessary co-operation to Us in connection with the Services, including any actions that We reasonably deem necessary to maintain or enhance the security of Our computing systems and networks and Your access to the Services;
- (b) Provide Us with all reasonable and necessary access to such information as may be required by Us in order to provide the Services; and
- (c) Be solely responsible for procuring and maintaining any network connections or telecommunications links for accessing the Services.

8.3 You warrant that You have the necessary authority to bind Your company or organisation.

9 AUDIT (Commercial use only)

9.1 You shall provide Us with all information We request to enable Us to verify the Your compliance with these Terms.

9.2 Without prejudice to clause 9.1, We shall be entitled to inspect, test and audit or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data relating to Your use of Datasets and Derived Data and You shall cooperate and assist Us (and its representative) with each inspection, test and audit.

9.3 Without prejudice to Our other rights and remedies, in the event that We identify any non-compliance with these Terms as a result of the exercise of its rights under Clause 8.1 or Clause 8.2, You shall:

- (a) remedy the non-compliance and shall take such steps as We reasonably request for this purpose; and

(b) reimburse Us for the costs and expenses incurred by Us in connection with the exercise of its rights.

10 PERSONAL DATA

10.1 Our Services are not intended for the processing of personal data. You agree not to input any personal data into the Services other than as required for us to perform Our obligations under these Terms.

11 DISCLAIMER

11.1 The provision of, access to, and use of, the Services and Datasets is on an "as is" basis.

11.2 We do not warrant or represent that any particular results or outcomes will be achieved through use of the Services or the Datasets.

11.3 It is Your sole responsibility to determine that the Services and Datasets meet the needs of Your organisation and are suitable for the purposes for which they are used.

11.4 You are responsible for Your use of the Services and Datasets and for ensuring that such use is compliant with applicable law.

11.5 We will use reasonable endeavours to make the Services and Datasets available at all times but do not warrant or guarantee that the Services or Datasets will always be available or that access will be uninterrupted or error free.

11.6 If You have any technical problems with the Services or Datasets You must make all reasonable efforts to investigate and diagnose problems before contacting Us. If You still need technical help, please check the support provided on Our website at <http://www.netzeromarket.org.uk> or failing that contact us at netzeromarket@es.catapult.org.uk. All implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of satisfactory quality, fitness for purpose and title.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 All intellectual property rights including any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered ("**IPR**") contained in and pertaining to the Services and Datasets are owned by or licensed to Us. You are not given any right to use any IPR contained in or pertaining to the Services and Datasets otherwise than as expressly permitted in these Terms or by law.

12.2 You will own all IPR, rights, title and interest in Derived Data.

12.3 You agree that We will be free (subject to clause 12.4) to use any comments, information or ideas contained in any communication You may send to us without compensation, acknowledgement or payment to You for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Services, products or services.

12.4 Each party undertakes to not at any time disclose to any person any information concerning the business, affairs, customers, clients or suppliers of the other party or its affiliates, except

- (i) to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Terms and
- (ii) as may be required by law, a court of competent jurisdiction or any competent authority."

13 LIABILITY

13.1 This clause 13 sets out Our entire liability under or in connection with these Terms including any liability for the acts or omissions of Our employees, agents and sub-contractors and in respect of:

- (a) any breach of these Terms;
- (b) any use made by You of the Services and Datasets; and
- (c) any representation, statement or tortious act or omission (including negligence).

13.2 Nothing in these Terms excludes either party's liability for:

- (a) death or personal injury caused by their negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be legally excluded or limited.

13.3 Neither party is liable to the other for any loss of profits, loss of revenue, loss of anticipated savings, loss of goodwill, loss of data or any indirect or consequential losses arising out of or in connection with these Terms.

13.4 Subject to clauses 13.2 and 13.3, Our total liability in any 12 month period arising out of, or in connection with these Terms whether for negligence or breach of contract or howsoever arising shall in no event exceed the total Fees paid by You during the 12 month period immediately preceding the event giving rise to the claim.

13.5 Subject to clause 13.1, the following liabilities shall be unlimited:

(a) Your liability to Us if you breach our or any third party's intellectual property rights related to the Datasets or Our Services; and

(b) Either party's breach of clause 15 (Confidentiality).

14 SUSPENSION AND RESTRICTION

14.1 We may at times restrict or suspend access to the Services:

(a) to allow for any necessary repairs, maintenance or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction;

(b) If You are in breach of these Terms; or

(c) If we reasonably determine it is necessary to do so for the security and protection of Our systems, equipment and property.

15 CONFIDENTIALITY

15.1 Each party will preserve the confidentiality of all information exchanged between the parties in connection with these Terms, whether in writing, electronically or orally, including information about business, services, customers, finances, revenue and technical information ("**Confidential Information**"). Neither party will, without the prior written consent of the other, use, disclose or make any Confidential Information available to any person, other than as contemplated by these Terms.

15.2 Each party's obligations under this clause 15 will survive termination of these Terms.

15.3 The provisions of clause 15.1 shall not apply to any information which:

(a) is or becomes public knowledge other than by a breach of this clause;

(b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

(c) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

(d) is independently developed without access to the Confidential Information.

16 GENERAL

16.1 **Changes to Terms:** We reserve our right to change these Terms at any time. Changes will be effective from the next time that You access the Services and Your

continued use of the Services shall indicate Your acceptance of any change. We will update the Terms on our website or communicate these changes to You by email.

16.2 **Language:** These Terms and all communications between us will be in English.

16.3 **Consequences of termination:** The licence granted in clause 5 (Public Sector Use) or clause 6 (Commercial Use) and any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect.

16.4 **Conflict:** If there is an inconsistency between any of the provisions in these Terms and the Online Form or Order Form (as applicable), the provisions in these Terms shall prevail.

16.5 **Entire Agreement:** These Terms, the Online Form or Order Form (as applicable), and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into these Terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of these Terms, other than as expressly set out in these Terms.

16.6 **Waiver and Variation:** If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

16.7 **Events Beyond Our Reasonable Control:** Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control (including failure of the internet, and failure of sub-contractors and/or suppliers). This clause does not apply to any obligation to pay money.

16.8 **No Assignment:** You may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

16.9 **Rights of Third Parties:** No person who is not a party to these Terms shall have the right, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any rights granted or benefits enjoyed under these Terms.

16.10 **Severability:** If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16.11 **Notices:** Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Us must be sent to netzeromarket@es.catapult.org.uk or to any other email address notified by email by Us. Notices to You will be sent to the email address provided:

- (a) on the Online Form;
- (b) on the Offline Form; or
- (c) when sending Your enquiry.

16.12 **No Partnership:** Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other.

16.13 **Governing Law and Jurisdiction:** These Terms and any dispute or claim arising out of or in connection with them or the 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. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

PART 2: ONE-OFF DOWNLOAD

17 DELIVERY

17.1 Subject to payment of the Fees, We will deliver a copy of the Dataset to You electronically, either to an email address nominated by You or through a secure transfer mechanism. Time of delivery of the Datasets shall not be of the essence.

17.2 We will use reasonable endeavours to ensure that the Datasets do not contain any viruses or other malicious software on delivery to You.

17.3 We may delay, restrict or suspend the delivery of the Datasets without notice in order to protect the security of Us, You, or a third party provider. We will keep You notified of any such delays as they arise.

18 FEES

18.1 We will raise an invoice promptly upon agreement of these Terms. Invoices are payable as set out at clause 7.4 above.

PART 3: ON GOING ACCESS

19 ACCESS TO DATASET

19.1 Subject to payment of the Fees, We will make access to the Datasets available through our nominated platform (to which We shall give you access) for the Initial Term and any Renewal Terms. You may download and make copies of all or any part of the Datasets throughout the Initial Term and Renewal Terms.

19.2 You acknowledge that this Service is reliant on the transfer of data over communications networks and facilities, including the internet and that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities

20 FEES

20.1 We will raise an invoice promptly upon agreement of these Terms. Invoices are payable as set out at clause 7.4 above.

21 TERM AND TERMINATION

21.1 This Service shall commence from signature of these Terms and subject to the provisions for earlier termination set out in these Terms below continue for an initial term of twelve (12) months ("**Initial Term**"). On expiry of the Initial Term, these Terms shall automatically expire unless You pay Our fee for the Services for a further twelve month period (a "**Renewal Term**"). This process shall repeat at the end of each Renewal Term.

21.2 Either party may immediately terminate these Terms by giving notice in writing to the other party if:

- (a) the other party commits a material breach of any of its obligations under these Terms which is incapable of remedy;
- (b) the other party commits a material breach of its obligations under these Terms which is capable of remedy and fails to remedy it or persists in such breach after 30 days of having been required in writing to remedy or desist;

21.3 We may immediately terminate these Terms by giving notice in writing to You if You:

- (a) suspend, or threaten to suspend, payment of Your debts (whether principal or interest) or are deemed to be unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986;
- (b) call a meeting, give a notice, pass a resolution or file a petition, or an order is made, in connection with Your winding up or dissolution (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
- (c) have an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of Your assets;

- (d) have a receiver or administrative receiver appointed over all or any part of Your assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
- (e) call a meeting, give a notice, pass a resolution, make an application or file documents, or an order is made, or any other steps are taken in respect of obtaining a moratorium or a moratorium is obtained for You;
- (f) take any steps in connection with proposing a reorganisation (whether by way of voluntary arrangement, company voluntary arrangement, scheme of arrangement, compromise or arrangement or otherwise) or any such reorganisation is effected in relation to You, or You commence negotiations with all or any of Your creditors with a view to rescheduling any of Your debts; or
- (g) have any steps taken by a secured lender to obtain possession of the property on which You have security or otherwise to enforce Your security; or
- (h) have any distress, execution or sequestration or other such process levied or enforced on any of Your assets;
- (i) have any proceeding taken, with respect to You in any jurisdiction to which You are subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this clause 21.3; and/or
- (j) You cease, or appear in Our reasonable opinion likely or are threatening to cease, to carry on all or a substantial part of Your business.

21.4 We may immediately terminate these Terms and cease or suspend provision of all or part of the Service where any third party provider suspends or terminates the provision of data which forms part of the Datasets provided to You under these Terms.

21.5 We reserve the right, at Our sole discretion, to either terminate these Terms or suspend further provision of Datasets by giving immediate notice in writing to You where outstanding sums owed by You to Us remain unpaid. You acknowledge that in the event of a suspension which is caused as a result of Your non-payment, We shall not be held responsible for any delays in the supply of the Datasets.

PART 4: API ACCESS

22 ACCESS TO DATASET

22.1 Subject to payment of the Fees, We will make access to the Datasets available through our API provided that You meet the technical standards to connect with our API which are set out on our Website.

22.2 Your access through the API is dependent on You having pre-purchased sufficient credits as set out at clause 23 below.

22.3 You must include a "limit" parameter in all queries to avoid overuse due to error or malformed requests.

22.4 If You falsely represent Your status as a Public Body when You are not a Public Body, We reserve the right to:

- (a) Suspend or terminate Your access for material breach incapable of remedy;
- (b) Charge You for the difference in Credits which You would have paid if You were not a Public Body; or
- (c) Take further legal or commercial action as appropriate.

22.5 For the purposes of these Terms, "Public Body" means: (a) a body which falls within the definition of 'contracting authority' in Regulation 2(1) of the Public Contracts Regulations 2015 or Regulation 2(1) of the Public Contracts (Scotland) Regulations 2015, excluding any infrastructure body; and/or (b) a Council constituted pursuant to section 2 of the Local Government etc. (Scotland) Act 1994; and/or (c) any other entity as may be agreed by Cabinet Office from time to time as being a public body.

23 FEES

23.1 In order to access the Datasets through our API, You must pay Fees for one (Public Sector Use) or two (Commercial Use) credit(s) ("**Credit**") per one (1) Unique Record returned (unless otherwise specified). A "**Unique Record**" is a single, identifiable row of data within a Dataset. Each time You access a Unique Record via the API, it is a new transaction which incurs Credits, regardless of whether the same Unique Record was previously accessed at any time.

23.2 You must pre-purchase a stock of Credits in advance of accessing the Datasets. You will determine how many Credits You require per purchase. Each time You access a Unique Record through the API, one (Public Sector Use) or two (Commercial Use) Credit(s) will be automatically subtracted from your total pre-purchased amount. If You have insufficient Credits to access the unique record desired, You will be notified that You have insufficient Credits and You must purchase further Credits to access the Dataset.

23.3 Credits will automatically expire 365 days after purchase, regardless of whether they have been spent or not. There is no refund of unused Credits.

23.4 We may track all purchase of Credits and accessing of Unique Records for auditing purposes. You must not circumvent, or attempt to circumvent, any monitoring or requirements for Credits.

23.5 Credits have no resale value. You may not sell to or exchange Credits with any other party, whether for value or otherwise.

24 TERM AND TERMINATION

24.1 This Service shall commence from payment of the Fee and subject to the provisions for earlier termination set out in these Terms below continue until the pre-purchased stock of Credits is exhausted.

24.2 Either party may immediately terminate these Terms by giving notice in writing to the other party if:

- (a) the other party commits a material breach of any of its obligations under these Terms which is incapable of remedy; or
- (b) the other party commits a material breach of its obligations under these Terms which is capable of remedy and fails to remedy it or persists in such breach after 30 days of having been required in writing to remedy or desist.

24.3 We may immediately terminate these Terms and cease or suspend provision of all or part of the Service where any third party provider suspends or terminates the provision of data which forms part of the Datasets provided to You under these Terms.

24.4 If You terminate in accordance with Clause 24.2 or if We terminate in accordance with Clause 24.3, We will refund pre-paid Fees to You for Credits not yet used at the date of termination.

24.5 We reserve the right, at Our sole discretion, to either terminate these Terms or suspend further provision of Datasets by giving immediate notice in writing to You where outstanding sums owed by You to Us remain unpaid. You acknowledge that in the event of a suspension which is caused as a result of Your non-payment, We shall not be held responsible for any delays in access to the Datasets.

PART 5: TRIALS DATA

Living Lab Trials data is processed through Hildebrand Technology Limited as the Smart Energy Code Other User.

25 DELIVERY

25.1 Subject to payment of the Fees, We will deliver a copy of the Dataset to You electronically, either to an email address nominated by You or through a secure transfer mechanism. Time of delivery of the Datasets shall not be of the essence.

25.2 We will use reasonable endeavours to ensure that the Datasets do not contain any viruses or other malicious software on delivery to You.

25.3 We may delay, restrict or suspend the delivery of the Datasets without notice in order to protect the security of Us, You, or a third party provider. We will keep You notified of any such delays as they arise.

26 FEES

26.1 We will raise an invoice promptly upon signature of these Terms. Invoices are payable as set out at clause 7.4 above.

27 USE OF TRIALS DATA DATASETS

27.1 We grant to You, an irrevocable, non-assignable, non-exclusive, world wide, royalty-free licence to use the Datasets for the purposes as set out below

- (a) research purposes;
- (b) creating Derived Data from the Datasets;
- (c) use the Datasets and Derived Data to inform, manage and develop Your own products, services and projects from which You will benefit commercially provided that You never resell or give access to all or any part of the Dataset for commercial gain;
- (d) If You make any publication relating to Your own products, services or projects which were developed using Derived Data or aggregated values from Datasets, you must include an acknowledgement as shown below:
 - for Living Lab Data: "This work was supported with data supplied by Energy Systems Catapult from their Living Lab [INSERT YEAR HERE]"
 - for other Trials Data: "Data sourced from Energy Systems Catapult [INSERT YEAR HERE]"

27.2 Except as set out above or as expressly permitted by Us, You shall not:

- (a) release, reveal, sell, share, resell, sub-license, dispose or disclose in any way any part or all of the Datasets to any third party; or
- (b) be permitted to reverse engineer, publish, transfer, copy, distribute, adapt, disclose, broadcast, electronically communicate, lend, hire, license (or sub-license), sell, resell, export or reproduce Datasets.

27.3 Whether for gain or not, You may, publish, share or disclose Derived Data, provided that none of the Datasets are visible or identifiable within the Derived Data.

27.4 You acknowledge that Datasets provided by Us may include data from other third-party providers and whilst every care is taken by Us in the compilation, creation and

accuracy of Datasets, We cannot be held liable for elements of Datasets which are supplied by third party providers.

27.5 For the purpose of clause 27.6 an "AI System" means a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

27.6 You may use Datasets to develop or train AI Systems where the purpose of that use satisfies clause 27.1 and 27.2, provided that such use does not generate outputs containing data, recommendations, or insights that replicate the utility and function of Datasets that We may offer to customers from time to time.

Schedule 1

EPC Terms

1 PURPOSE LIMITATION

1.1 You may only use Datasets that include EPC Data for the following purposes:

- (a) the effective management of properties in the private or public sector with a view to promoting energy efficiency (through consideration of factors such as patterns of use, maintenance, repairs, improvements and upgrades of building structure or energy using systems);
- (b) research to provide data, analysis and statistics intended to improve the understanding of energy efficiency of buildings or to facilitate innovation and improvement in use, design, materials and equipment to this end;
- (c) research into the effectiveness or impact of energy efficiency improvements including those delivered through Government or other energy improvement programmes;
- (d) promoting and marketing energy efficiency improvements that may be made through a Government energy efficiency programme or initiative;
- (e) promotion and better understanding of the current energy efficiency of buildings and potential improvement in the building sale or rental markets and/or by building occupiers or users;
- (f) to enable enforcement authorities to carry out enforcement duties as required by the Energy Performance of Buildings Regulations (England and Wales) 2012 (SI 2012/3118);

(g) by local authorities in the exercise of their duties under section 91 of the Building Act 1984, or an approved inspector for the purposes of the inspector's functions under Part 2 of the Building Act 1984; or

(h) for the prevention or detection of crime, the apprehension or prosecution of alleged offenders, any proceedings in a court or tribunal or complying with an order or a court or a tribunal.

2 COPYRIGHT AND DATABASE NOTICE

2.1 If You publish or otherwise share Datasets that include EPC Data (in numerical or visual formats, Derived Data or aggregated values from the Datasets) with any other person for any of the purposes permitted under these Terms, You must include a copy of the copyright and database notice set forth at Schedule 2.

3 ATTRIBUTION

3.1 If You publish or otherwise share Datasets that include EPC Data with any other person for any of the purposes permitted under these Terms, You must display the acknowledgement shown below when publishing the Datasets in numerical or visual formats, Derived Data or aggregated values from the Datasets.

"Contains public sector information licensed under the Open Government Licence v3.0".

SCHEDULE 2

1 COPYRIGHT AND DATABASE RIGHT INFORMATION

1.1 The Department for Levelling Up, Housing & Communities has published this data in order to provide information about the energy performance of buildings. The publication of this data is intended to contribute to delivering the Government's policies to adapt to the effects of climate change and reduce greenhouse gas emissions. It will provide data to facilitate improvements in the energy efficiency of buildings through research, improved management and innovation.

1.2 Please note that this data contains personal data. If processing falls within the scope of the General Data Protection Regulation, or the Data Protection Act 2018, You will become a data controller and must comply with the data protection legislation.

2 ORDNANCE SURVEY AND ROYAL MAIL COPYRIGHT AND DATABASE RIGHT NOTICE

2.1 This data contains address data (address 1, address 2, address 3, postcode – see [FAQ: Why do I need to sign up to use this site?](https://epc.opendatacommunities.org/docs/guidance#faq-why-sign-up) (<https://epc.opendatacommunities.org/docs/guidance#faq-why-sign-up>)) processed

against Ordnance Survey's Address Base Premium product, which incorporates Royal Mail's PAF® database (Address Data).

2.2 The Department for Levelling Up, Housing & Communities has published the address data with the consent of Ordnance Survey and Royal Mail Group Limited; Ordnance Survey and Royal Mail Group Limited reserve all their respective copyright, database rights, trade marks and other intellectual property rights. Ordnance Survey and Royal Mail Group Limited permit the use of 'address data' solely for specific purposes related to the energy performance of buildings which are as follows:

- (a) The effective management of properties in the private or public sector with a view to promoting energy efficiency (through consideration of factors such as patterns of use, maintenance, repairs, improvements and upgrades of building structure or energy using systems).
- (b) Research to provide data, analysis and statistics intended to improve the understanding of energy efficiency of buildings or to facilitate innovation and improvement in use, design, materials and equipment to this end.
- (c) Research into the effectiveness or impact of energy efficiency improvements including those delivered through Government or other energy improvement programmes.
- (d) Promoting and marketing energy efficiency improvements that may be made through a Government energy efficiency programme or initiative.
- (e) Promotion and better understanding of the current energy efficiency of buildings and potential improvement in the building sale or rental markets and/or by building occupiers or users.
- (f) To enable enforcement authorities to carry out enforcement duties as required by the Energy Performance of Buildings Regulations (England and Wales) 2012 (SI 2012/3118).
- (g) By local authorities in the exercise of their duties under section 91 of the Building Act 1984, or an approved inspector for the purposes of the inspector's functions under Part 2 of the Building Act 1984.
- (h) For the prevention or detection of crime, the apprehension or prosecution of alleged offenders, any proceedings in a court or tribunal or complying with an order or a court or a tribunal.

2.3 In addition to the purposes set out above there are certain exceptions to copyright which permit You to use copyrighted material for specific and limited purposes. These include non-commercial research and private study, subject to compliance with certain conditions. Further information about these exceptions can be found [here](#).

2.4 Where You publish or otherwise share address data with any other person for any of the purposes permitted under this copyright and database right notice, You must include a copy of this copyright and database right notice with the data.

2.5 Any use of address data which is not specified in this notice or covered by one of the copyright exceptions requires an appropriate licence from Ordnance Survey. You can contact Ordnance Survey at PricingLicensing@os.uk and/or Royal Mail Group Limited (address.management@royalmail.com).

2.6 By using address data on this website You will be taken to agree to the terms set out in this copyright and database right notice. Failure to comply with this copyright and database right notice may lead to Ordnance Survey and/or Royal Mail Group Limited taking legal action against You.

3 NON-ADDRESS DATA

All data fields other than the address and postcode data (address, address 1, address 2, address 3, postcode) available via this website are licensed under the [Open Government Licence v3.0](#), which includes Ordnance Survey UPRNs.

Energy Systems Catapult is an independent research and technology organisation. Our mission is to accelerate Net Zero energy innovation.

Launched in 2015 by Innovate UK, the Catapult has built a team of more than 250 people, with a range of technical, engineering, consumer, commercial, incubation, digital, and policy expertise. They draw on sector-leading test facilities, modelling tools, and data collected from our back catalogue of more than 500 research projects.

We use that 'whole energy' system capability to support innovative companies -- small and large -- to test, trial and scale their new products and services. Our impact comes when those innovators attract new customers, new investment, and new grants so they can thrive in the future energy system.

Based in Birmingham, Energy Systems Catapult is part of a network of nine world-leading technology and innovation centres, established by Innovate UK. The Catapult Network fosters collaboration between industry, government, research organisations, academia, and many others to transform great ideas into valuable products and services.

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