

HEED Account Request Form

Please fill in **all** fields, failure to do so will result in your application being rejected.

Name:

Surname:

E-mail:

Contact Number:

Organisation Address line 1:

Organisation Address line 2:

Organisation Address line 3:

Postcode:

Organisation Name:

Your job title / position in organisation:

Organization type:

Please select from the following: Central Government / Devolved Authority, Academic Institute, Local Government, Social Housing, Not for Profit

Government Region your organisation operates within

Please select from the following: North East, North West, Yorkshire and The Humber, East Midlands, West Midlands, East of England, London, South East, South West, Wales, Scotland, Northern Ireland

Intended use of HEED data accessed via the Local Homes Portal:

Students/researchers should provide details of the relevant course/research project as well as a statement of support and contact details of a relevant tutor/course leader:

HEED Terms of Use:

Please read this carefully as it explains what you are and are not allowed to do with data from HEED and the legal liabilities transferred to you once you accept this agreement and commence using your account.

It is intended that you will be permitted to have access to such information that is relevant to you that EST maintains in HEED.

Access to HEED means access to aggregated information in the HEED reports available through the Local Homes Portal. By default, these reports contain data on energy efficiency measures installed by parliamentary constituency. Please refer to Schedule 1 – Access Levels to see the geographical level you are entitled to receive the data at. If you need access to HEED at a more granular level than what is provided and you have the necessary permission, please specify this in your application.

In our view, this access will not in itself amount to disclosure of "personal data" for the purposes of the Data Protection Act 1998. However, prior to permitting you to have this access, and in consideration of EST granting you access, you agree to the following:

1. You shall **only** use the data received from HEED to assist in the research, planning, development, delivery, monitoring and evaluation of policy and programmes designed to promote and improve energy efficiency and to alleviate fuel poverty. You must **not** use HEED data to target, or market to, individual addresses. Additionally, you must not cross reference any HEED data with any other data so that data provided from HEED becomes "personal data" as defined under the Data Protection Act 1998;
2. You shall not divulge any part of the data accessed from HEED to any person without EST's prior written consent save that you may divulge such data to your own employees in order that they may carry out the permitted uses described in 1.
 - a) Paragraph 2 above shall not apply in relation to data which you can show was already held by you prior to access of data from HEED or which was in the public domain otherwise than by breach of these provisions;
3. You shall indemnify and keep indemnified EST and any third party that has supplied data to EST that has been included in HEED ("the Indemnified Party") from and against all costs and expenses (including legal costs), claims, damages, demands, liabilities and losses suffered or incurred by the Indemnified Party arising out of your breach of the terms contained in this letter and/or in connection with any claim from any third party that arises out of your act or omission, except to the extent that such costs, expenses or third party claim arises out of or were contributed to by any negligence of the Indemnified Party.

4. You acknowledge and agree that any third party that has supplied data to EST that has been included in HEED shall have the right to enforce the terms contained in this letter, under the Contract (Rights of Third Parties) Act 1999.
5. You acknowledge and agree that EST may withdraw any form of access to HEED forthwith upon any breach of the terms of this letter, in which event you shall forthwith cease to obtain any such access and, at the option of EST, forthwith return or destroy any data and/or information in your possession following such access.
6. While EST will use reasonable endeavours to provide accurate data and reports, to the extent permitted by law, the Energy Saving Trust expressly excludes:
 - a) any liability for any direct, indirect or consequential loss or damage incurred by any use in connection with HEED Online reporting portals, HEED reports or analysis or HEED data provided in any form, or in connection with the use, inability to use, or the results of the use of HEED data in any form, including without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management time and for any other loss of damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise.
 - b) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Acceptance of Terms of Use

I hereby agree to the terms of this agreement.

Name:

For and on behalf of [Recipient organisation]

Signature:

Date:

Data Protection Notice

The Energy Saving Trust will use your details in order to process your application for user access to HEED. We will retain your details to keep you informed of important user updates. We may also contact you in future to assess user satisfaction.

Schedule 1 – Access Levels

Level of Data	EST and BEIS	WAG and SM	Local Authority	Other Registered Users (e.g. supply chain, academics)
Address level	✓	✓ (in relation to their area only)	✗	✗
Postcode unit	✓	✓ (in relation to their area only)	✗	✗
Output Area	✓	✓ (in relation to their area only)	✓ (in relation to their area only)	✗
Lower Layer Super Output Area / Data Zone ¹	✓	✓ (in relation to their area only)	✓ (in relation to their area only)	✗
Ward	✓	✓ (in relation to their area only)	✓ (in relation to their area only)	✗
Middle Layer Super Output Area / Intermediate Geography ¹	✓	✓ (in relation to their area only)	✓ (in relation to their area only)	✗
Parliamentary Constituency	✓	✓	✓	✓
Local Authority	✓	✓	✓	✓
Government Office Region	✓	✓	✓	✓
Country	✓	✓	✓	✓
Great Britain	✓	✓	✓	✓

¹ Scottish geographical unit