



YOUR ROUTE TO BUILDING A COSIER HOME MADE SIMPLE.

## Terms & Conditions of website use

By accessing or using this website ([www.energy100hub.co.uk](http://www.energy100hub.co.uk)) (this "**Website**"), you agree to be bound by the following Terms and Conditions and [our Privacy Policy](#). If you do not agree to be bound by these Terms and Conditions and our Privacy Policy, please do not use or access this Website.

### About ON5 COMPANY LTD Company Ltd & Energy100

[www.energy100hub.co.uk](http://www.energy100hub.co.uk) Website is operated by **ON5 Company Ltd**, a limited company registered in England and Wales under company number 9777178, "Energy100" shall mean ON5 Company Ltd.

### Accessing this Website

[www.Energy100hub.co.uk](http://www.Energy100hub.co.uk) Website is made available "as is" and ON5 Company Ltd reserves the right to withdraw or amend this Website or any material or services provided through it without notice. ON5 Company Ltd will not be liable if for any reason this Website or any material or services are unavailable in whole or in part at any time or for any period.

From time to time, ON5 Company Ltd may restrict access to some parts of the Website, or to the entire Website.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of this Website's security procedures, you must treat such information as confidential, and you must not disclose it to any third party. ON5 Company Ltd has the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in ON5 Company Ltd's opinion you have failed to comply with any of the provisions of these Terms and Conditions or our [Privacy Policy](#).

You are responsible for making all arrangements necessary for you to have access to this Website. You are also responsible for ensuring that all persons who access this Website through your internet connection are aware of and comply with these Terms and Conditions and our Privacy Policy.

### Intellectual property rights

ON5 Company Ltd is the owner or licensee of the copyright and all other intellectual property rights in this Website, and in the material published on it. Such material is protected by laws and treaties around the world. All such rights are reserved.

The trade marks and logos ("**Marks**") displayed on this Website are the property of ON5 Company Ltd or the relevant trade mark owner. You are not permitted to use these Marks without the prior written consent of ON5 Company Ltd or the relevant trade mark owner.

You may print off one copy, and may download extracts, of any page(s) or other material from this Website for your personal use or reference, and you may draw the attention of others to material posted on this Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, graphics, photographs, video or audio sequences separately from any accompanying text.

ON5 Company Ltd's status (and that of any identified contributors) as the authors of material on this Website must always be acknowledged.

You must not use any part of the materials on this Website for commercial purposes without obtaining a licence to do so from ON5 Company Ltd or its licensors.

If you print off, copy or download any part of this Website or the materials on it in breach of these Terms and Conditions, your right to use this Website and those materials will cease immediately and you must, at ON5 Company Ltd's option, return or destroy any copies of the materials you have made.



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### Regular changes to this Website and these Terms and Conditions

ON5 Company Ltd aims to update this Website regularly, and may change the content at any time. If the need arises, access to this Website may be suspended or terminated indefinitely. The material on this Website may be out of date at any given time, and ON5 Company Ltd is under no obligation to update such material.

ON5 Company Ltd may amend these Terms and Conditions at any time by updating this page. You are expected to check this page from time to time to take notice of any changes made, as they are binding on you.

### ON5 COMPANY LTD's liability

Commentary and other materials posted on this Website are not intended to amount to advice on which reliance should be placed. ON5 Company Ltd disclaims all liability and responsibility arising from any reliance placed on such materials by you or any third party.

When carrying out any activity pledged on this website, at no time should you endanger yourself or others, take any unnecessary risks or infringe any laws. ON5 Company Ltd disclaims all liability and responsibility in respect of any actions you wish to undertake or participate in.

The Website is intended to provide a forum to help facilitate action to save energy at home. ON5 Company Ltd will ask you to show that you have acted upon the action you pledge by submitting on line a picture of the energy savings action you have implemented/acted upon. Where the Website indicates the amount of carbon dioxide saved in respect of an action, such indication is provided as a guide and estimate only and Company Ltd is not obliged to ensure that such savings are made by the users of the Website or otherwise.

The material displayed on this Website is provided without any guarantees, representations, conditions or warranties as to its accuracy or completeness. You understand and accept that to the fullest possible extent permitted in law, Company Ltd accepts no responsibility and will not be liable for any loss or damage or injury caused to you or your hardware, software, data, information or other proprietary material whether Company Ltd causes such loss or injury directly or indirectly. To the extent permitted by law, Company Ltd and any third parties connected to Company Ltd expressly exclude: all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

This does not affect Company Ltd's liability for death or personal injury arising from Company Ltd's negligence, nor ON5 Company Ltd's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### Your access to this Website

ON5 Company Ltd processes information about you in accordance with our [Privacy Policy](#). By accessing or using this Website, you consent to such processing and you warrant that all data provided by you is accurate.

### Uploading material to this Website

Whenever you upload material to this Website, or make contact with other users of the site, you must comply with the following content standards.

(a) Anything you upload must be: accurate; genuinely held (for example if it is an opinion); and comply with applicable law in the UK and in any country from which the material is uploaded.

(b) Material you upload must not: contain unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); contain any material which is defamatory of any person; contain any material which is obscene, offensive, hateful or inflammatory; contain sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, trade mark or other intellectual property right of any other person; be likely to deceive any person; be made in breach of any legal duty owed to a third party, such as a contractual duty of confidence; promote any illegal activity; be threatening, abuse or invade another's privacy, or cause



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annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; be likely to impersonate any person, or to misrepresent your identity or affiliation with any person; give the impression that they emanate from Do Nation; advocate, promote or assist any unlawful act.

You warrant that any such material does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to this Website will be considered non-confidential and non-proprietary, and ON5 Company Ltd has the right to use, copy, distribute and disclose to third parties any such material for any purpose. ON5 Company Ltd also has the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to this Website constitutes a violation of their intellectual property rights, their right to privacy or any other right.

Company Ltd will not be responsible, or liable to any third party, for the content or accuracy of any materials posed by you or any other user of this Website.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out at (a) and (b) above or such material is, in our opinion, otherwise unsuitable or contrary to our goals (for example, in being environmentally friendly).

#### **Prohibited uses**

You may use the Website only for lawful purposes. You may not use the Website: in any way that breaches any applicable local, national or international law or regulations; in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; for the purpose of harming or attempting to harm minors in any way; to send, knowingly receive upload, download, use or re-use any material which does not comply with our content standards (set out above); to transmit or procure the sending of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

#### **Viruses, hacking and other offences**

You must not misuse this Website by knowingly introducing viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Website, the server on which this Website is stored or any server, computer or database connected to this Website. You must not attack this Website via a denial-of-service attack or a distributed denial-of service attack.

ON5 Company Ltd may report any breach of this provision to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this Website will cease immediately.

ON5 Company Ltd will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your hardware, software, data, information or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

#### **Linking to this Website**

You may link to any page on this Website provided you do so in a way that is fair and legal and does not damage ON5 Company Ltd 's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association with or approval or endorsement from ON5 Company Ltd where none exists. You must not establish a link from any website that is not owned by you.

You may not frame this Website on any other website. ON5 Company Ltd reserves the right to withdraw linking permission without notice.

#### **Links from this Website**

Where this Website contains links to other sites and resources provided by third parties, these links are provided for your information only. ON5 Company Ltd has no control over the contents of those sites or resources, and accepts no responsibility or liability for them or for any loss or damage that may arise from your use of them.



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## ON5 COMPANY LTD Raffles

### Overview

We run several free prize competitions at the same time, the title of each of these competitions is the name of the raffle, such as 'weekly raffle', 'fortnightly raffle', 'monthly raffle' indicated on the Energy100 web platform.

**What is your role within these Competitions?** You are the Participant. By agreeing to these terms you agree to participate in the Competitions and you have the chance to win prizes.

**When do they start:** Each raffle has its own start date indicated within the app. You join all the raffles once you sign up to the Energy100 platform, and are automatically entered into subsequent ones up until the Closing date.

**When do they end:** Each raffle has its own end date indicated on the Energy100 platform.

**Participant Prizes:** Participant prizes will be drawn in accordance with the raffle entered and you will be asked by email how you would like to receive your prize should you win.

**How to Enter:** Entry into the raffles is confirmed by accepting these terms.

### Eligibility

Participation in the raffles is only open to customers aged 18 years or over who reside in the trial area

We will not accept entries that are:

Automatically generated by computer; or  
Completed by third parties or in bulk.

We reserve all rights to disqualify you if your conduct is contrary to the spirit or intention of ON5 Company Ltd and the Energy100 offer.

### How to Play

To have a chance to win prizes you will need to login your contact details on the Energy100 platform (email address and)

You are awarded Points for signing up to commit to actions then collecting these points within your profiled account on the Energy100 platform.

These points earn you raffle tickets in whichever raffle you have selected as ACTIVE. You can only select one raffle to be active at a time.



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### **Prize Draw**

Prize draws for each raffle are held after the particular end date of that raffle

Each participant will have the number of tickets they have earned in that raffle assigned to them and entered to the draw.

The draw will be performed electronically, with each ticket have the same probability of being selected

### **The Prizes**

You will have the chance to win a Participant Prize. The details of the prize, and how to win are set out in the rules of a particular raffle.

Participant Prizes are not negotiable or transferable.

Prize allocation is at the sole discretion of ON5 Company Ltd.

Cash Prizes are paid via Paypal. Therefore you will need a UK Paypal account to be eligible to receive Cash Prizes.

Winners will be contacted by Us by email within 5 (five) working days of the Prize being awarded, to confirm the postal address or Paypal account to which the Prize should be sent. In the case of online vouchers, to confirm that the email we have for them is still valid. In case of cash prize, to confirm their PayPal email address so the prize can be transferred to them. If we receive no response to our request within 30 (thirty) days of emailing, we reserve the right to declare the Prize unclaimed.

### **Winner announcement**

Prize winners will be notified by email

Details of prize winners will be shown on the Energy100 platform

### **Availability of Service**

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### **Trademark**

The Energy100 logo has been created by and is owned by ON5 COMPANY LTD



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## No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and ON5 ON5 Company Ltd.

## Communications

All notices/communications shall be given to Us by email to [adminenergy100@ON5company.co.uk](mailto:adminenergy100@ON5company.co.uk) Such notice will be deemed received the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

If we need to contact you we will do so by writing to you at the email address you provided to us.

## Law and Jurisdiction

These Terms and Conditions and any dispute or claim arising from, or related to, a visit to this Website, shall be governed by and construed in accordance with the law of England and Wales.

The English courts shall have exclusive jurisdiction over any such dispute or claim, although ON5 Company Ltd retains the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country.

## General

**Entire agreement.** The contract created by these terms and conditions (as amended from time to time) constitutes the entire agreement between the Parties in respect of the matters dealt with herein. The contract made by these terms and conditions between the Parties supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause does not exclude liability in respect of any misrepresentation.

**Relationship of the Parties.** Nothing in these terms and conditions is intended to create a contract of employment, partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party except as expressly provided in these terms and conditions.

**Suspension, cancellation or amendment of the Prizes.** We reserve the right to hold void, suspend, cancel, or amend the Prizes or the Game where it becomes necessary to do so.



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### Your Concerns

If you have any queries or concerns relating to material which appears on this Website, or you wish to make use of material on this Website other than as permitted above, please contact [adminenergy100@ON5company.co.uk](mailto:adminenergy100@ON5company.co.uk)

Thank you for visiting the Energy100 website.

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