

**SCHEDULE 1:
FORM OF LETTER OF CONSENT**

Dear _____

[NAME OF OCCUPIER FROM WHOM YOU ARE OBTAINING CONSENT]

[ADDRESS]

(the "Property")

Domestic Hot Water Tank Trial

- A. [HOUSING ASSOCIATION] _____ (the "Property Owner") entered into an agreement (the "Trial Agreement") with the Eden Project Limited ("we") whereby we agreed to deliver and install Hot Water Tanks (as defined below) at a number of the Property Owner's properties and to monitor and control such equipment remotely and record data about the use of electricity in those properties and the contribution of the Hot Water Tank to improving energy efficiency (the "Trial").
- B. As the occupier of one of the properties included in the Trial, we require you to enter into this letter agreement of consent ("Letter Agreement") relating to the property you occupy before we install a Hot Water Tank and then use the data generated from it to help improve the energy efficiency of the property and the local distribution network.
- C. Other than costs for us to repair damage caused by you to the Hot Water Tank, you will not be responsible for any costs associated with the Trial as a result of participating in this Trial. Any costs arising shall be funded by Eden, its Partners or the Property Owner.

Please read the below and sign to confirm your consent to your participation in the Trial.

Defined Terms

Any terms used but not defined elsewhere in this Letter Agreement shall have the following meanings:

"Data" means any information and data collected from the Hot Water Tank, or by Eden and/or the Partners relating to the use and operation of the Hot Water Tank, the occupants and the Property/ies, which may include Personal Data

"Data Protection Legislation" means the Data Protection Act 1998 any successor legislation and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner and any revisions, amendments or new applicable laws which supersede the above from time to time.

"Eden" means the Eden Project Limited (registered number 03278093) Bodelva, St Austell, Par, Cornwall, PL24 2SG.

"Hot Water Tank" means a hot water tank installed within each Property participating in the Trial.

"I" means the occupant of the Property who will sign this Letter Agreement.

"Partners" means Eden's partners who will deliver the Trial in partnership with Eden: (1) Mixergy Limited (registered number 09137387) 30 Upper High Street Thame OX9 3EZ; (2) Upside Energy Ltd (registered number 09115827) 64 The Crescent, Northwich, Cheshire, CW9 8AD; (3) Powervault Limited (registered number 08313356), 105 Sumner Street London,

SE1 9HZ; and (4) University of Oxford, University Offices, Wellington Square, Oxford OX1 2JD

"**Personal Data**" has the same meaning as in the Data Protection Act 1998 or any successor legislation.

"**Privacy Policy**" means the privacy policy which relates to this Trial and a copy of which is appended to this Letter Agreement.

"**Trial Term**" means the term of the Trial commencing, in respect of the Property, on the date that the Hot Water Tank is installed at the Property and expiring on 30 June 2019 (or, if earlier, the date the Trial is terminated by Eden or the Property Owner under the Trial Agreement).

Agreement to participate in the Trial

I confirm that I am the occupant of the Property and agree to participate in the Trial and grant Eden and its Partners the following rights, confirmations and consents:

1. Access rights

1.1. I agree to provide Eden (and any of its Partners, subcontractors, suppliers or employees) with physical access to the Property and the Hot Water Tank in order to:

- a. install all or any part of the Hot Water Tank;
- b. manage, maintain, improve, repair and replace the Hot Water Tank and the equipment which facilitates the Hot Water Tank's operation in pursuance of Eden's maintenance obligations to the Property Owner, provided that Eden does so between the hours of 8am to 4pm Monday to Friday (excluding Bank Holidays) or at other times as agreed between me and Eden (or Eden's suppliers, as the case may be);
- c. remove the Hot Water Tank in the event that the Trial ends or the Property ceases to be part of the Trial at any point.

1.2. I agree to provide Eden, the Partners and any of Eden's third party suppliers or subcontractors, with remote access to the Hot Water Tank and my wifi network at the Property for the Trial Term and hereby grant Eden, the Partners and any of Eden's third party suppliers or subcontractors the right to remotely control, operate and manage the Hot Water Tank, (including controlling when the Hot Water Tank and the equipment forming a part of the Hot Water Tank are operational) subject to my ability to override the remote operation. If I do override the remote operation of the Hot Water Tank, I understand and acknowledge that this may limit the efficiency benefits I receive from the Hot Water Tank.

2. Data

2.1. I acknowledge that the details I provide to Eden and/or its Partners, subcontractors, suppliers or employees and the Data which Eden, or any of its Partners or third party suppliers or subcontractors collect during the Trial may contain Personal Data.

2.2. I acknowledge and agree that, as part of the Trial Eden, its Partners and third party suppliers or subcontractors will ask me to provide certain Data (including Personal Data).

2.3. I acknowledge and agree that Eden and its Partners, and, where relevant, third party suppliers or subcontractors, may use and process my Data as set out in this clause and in accordance with the terms of the Privacy Policy (a copy of which is appended to this Letter Agreement) and in accordance with the applicable Data Protection Legislation in force in England.

2.4. I acknowledge and agree that, in order for me and all other household occupants to participate in the Trial, and for Eden and its Partners to install, maintain and monitor the Hot

Water Tank, I am required to provide certain Personal Data (including my name, address and contact details). I declare that I have read the further information about the types of Personal Data that will be required from me and how Eden and its Partners will use it set out in detail in section 2 of the Privacy Policy under the heading "*Information you provide to take part in the Pete Project Trial*" and I agree with all the types of data and uses listed therein. I understand and agree that if I do not agree to provide these types of Personal Data, I will not be able to participate in the Trial.

2.5. I agree to allow Eden, its Partners and third party suppliers or sub-contractors to collect Data (which may include Personal Data) relating to my household's energy consumption. I declare that I have read the further information about the types of Personal Data that will be required from me and how Eden and its Partners will use it set out in detail in section 4 of the Privacy Policy under the heading "*Information we collect about your energy use*" and I agree with all the types of data and uses listed therein. I understand and agree that if I do not agree to provide these types of Data, I will not be able to participate in the Trial.

2.6. I acknowledge and agree that I may also be asked (but will not be obliged) to provide additional Personal Data relating to my household energy use for research purposes. I declare that I have read the further information about the types of Personal Data that will be requested from me and how Eden and its Partners may use it set out in section 3 of the Privacy Policy under the heading "*Information you provide about your energy use*". I understand that Eden and its Partners will only process these types of Personal Data with my consent and I may withdraw my consent at any time by notifying Eden and the Property Owner in writing. If I withdraw my consent, I understand that Eden and its Partners will take all reasonable steps to stop using such Personal Data relating to my household energy use (as set out in more detail in section 3.2 of the Privacy Policy).

2.7. I acknowledge and agree that Eden and its Partners may request my consent to use my Personal Data for marketing purposes. I acknowledge that I may withdraw my consent to this use of my Personal Data for marketing purposes at any time by notifying Eden in writing. If I withdraw my consent, I understand that Eden and its Partners will take all reasonable steps to stop using my Personal Data for marketing purposes (as set out in more detail in section 10 of the Privacy Policy).

2.8. As the occupant of the Property, I represent as follows:

- a. I have informed all other members of the Property household of my intention to take part in the Trial and the fact that, as part of the Pete Project Trial, Eden and its Partners will collect Data in relation to the whole household's energy consumption;
- b. I have permission to sign this Letter Agreement on behalf of my whole household; and
- c. that references to 'my' Data and 'my' Personal Data will include Data and Personal Data relating to Data gathered and used pertaining to the whole household and all other members of that Property household.

2.9. Copy of information: I acknowledge that I am entitled to a copy of the information Eden holds about me on request. I understand that if I think any information Eden holds about me inaccurate, I am free to contact Eden and the Property Owner so that they may correct it.

3. Occupation and continuation in the Trial

3.1. I agree that I shall promptly inform Eden and the Property Owner as soon as reasonably practicable if I intend to cease occupying the Property.

3.2. I agree that I will inform Eden and the Property Owner as soon as reasonably practicable in the event that I do move out of the Property.

3.3. I agree that I will inform Eden and the Property Owner as soon as reasonably practicable if I wish to withdraw from the Trial and withdraw the consents and rights given by me under this Letter Agreement.

3.4. I agree that if the Trial Agreement between Eden and the Property Owner relating to my Property terminates for whatever reason, this Letter Agreement will terminate automatically.

3.5. I agree that this Letter Agreement will terminate should I cease to occupy the Property.

4. Use of the Hot Water Tank

4.1. I agree that, at all times throughout the Trial Term (or such remainder of the Trial Term from the date on which I commence occupation of the Property), I will:

- a. operate (and ensure that other occupants and guests at the Property) operate the Hot Water Tank in accordance with the manufacturer's operating instructions provided to me by Eden or the Property Owner; and
- b. not, and will not allow other occupiers or guests at the Property to, make any adjustments to the Hot Water Tank unless instructed to do so by Eden or the Property Owner;
- c. maintain an effective and secure wifi connection to the Hot Water Tank and the equipment supporting the Hot Water Tank and either update the equipment (if it is possible to do so) or notify Eden and the Property Owner if I or any other occupant makes any changes to, or become aware of any changes to the wifi service, the connection or its security, (including, but not limited to, change of provider, change of password or change of router) if this affects the remote operation of the Hot Water Tank;
- d. not (and not allow others in the Property to) gain, or attempt to gain unauthorised access, use the Hot Water Tank for any unlawful manner or purpose, insert or introduce malicious code, logic bombs viruses, Trojan horses, worms, data or harmful material or otherwise interfere with the software relating to the Hot Water Tank or the equipment supporting the Hot Water Tank's operation and connection;
- e. notify Eden and the Property Owner immediately if there is any problem with the Hot Water Tank at any time during the Trial Term;
- f. not move, sell or otherwise part with possession of any of the Hot Water Tank or equipment supporting the Hot Water Tank during the Trial Term; and
- g. not do anything or fail to do anything which may reasonably cause insurance obtained by Eden or the Partners in respect of the Systems to be invalidated or revoked.

4.2. I agree to operate the Hot Water Tank in accordance with the manufacturer's operating instructions for the Trial Term.

4.3. I agree that I will be responsible for the costs of repairing or rectifying damage which I, or other occupants of the Property have caused to the Hot Water Tank as a result of actions or failures to act in accordance with the Eden's instructions or the manufacturer's operating instructions.

5. Confidentiality

5.1. I undertake to keep the content of this Letter Agreement, and any information in relation to, or arising out of the operation of this Letter Agreement or the Trial, confidential and shall not

disclose the same to any third party during the Trial Term, and for a period of one year after the expiry of the Trial Term, without the prior written consent of the Property Owner or Eden.

Signed

Dated

Consent to marketing

Eden and its Partners would like to send you information about goods or services related to the Trial which we feel might be of interest to you by post and email. Eden and its Partners will keep your details secure in accordance with the Privacy Policy and will never pass your details on to any third parties. If you change your mind and no longer want to be contacted in this way, you can notify Eden in writing at any time.

Please tick here if you are happy to be contacted in this way