

SECTION A – Guidance for the Local Energy Marketplace Shared Ownership Portal

Please ensure you follow the process outlined in this guidance when submitting information to the Local Energy Marketplace Shared Ownership Portal.

SECTION B

Please read the information related to the Local Energy Scotland consortium, who manages the Local Energy Marketplace Shared Ownership Portal.

SECTION C

Please read the further conditions for use of the Local Energy Marketplace Shared Ownership Portal.

Please also ensure you have read the Privacy and Cookie Policy at <http://www.localenergyscotland.org/privacy-cookies/>

Last updated: 24/07/19

SECTION A

Guidance for the Local Energy Marketplace Shared Ownership Portal

The Local Energy Marketplace Shared Ownership Portal is designed to provide information which may allow organisations and community groups across Scotland to collaboratively progress renewable energy projects.

The Local Energy Marketplace Shared Ownership Portal aims to support community ownership of renewable energy projects. One of the participants in each project must be a community group as defined by the CARES programme (see [here](#) for more detail), i.e. a commercial developer may use the portal to seek a community instead of a private investor.

The information found in this Local Energy Marketplace Shared Ownership Portal can be split into two opportunity categories and relevant users can post information on one or the other:

Projects seeking financial investment

Community groups or Commercial developers with potential renewable energy projects under development can use the Portal to find persons who may want to invest financially into the project.

Investors seeking projects

Community groups or commercial organisations with available funds to invest can post details of their ability to invest to the Portal to find persons with potential renewable energy projects.

To ensure that all information posted to the Local Energy Marketplace Shared Ownership Portal is workable, the following terms provide information on the level of detail required prior to publication.

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Local Energy Marketplace Shared Ownership Portal process

Submitting information about an Opportunity

- The online form must be filled in accordance with these Terms of Use and, at the discretion of Local Energy Scotland, will not be published if sufficient information is not provided.
- Please include a summary at the beginning of the article to give users an overview of your opportunity.
- The minimum publication period for any opportunity is 30 working days, after which:
 - If responses to the opportunity have been received, acknowledgement must be sent to all interested parties by the user(s) placing the opportunity. Discussions should be progressed according to the milestones as given in the opportunity detail. All parties are encouraged to have ongoing input and communication to work towards a signed Memorandum of Understanding or formalised agreement.
 - Where more than one response is received, there must be open and transparent communication with all interested parties, and a fair process applied to selecting organisation(s) with whom to progress.
 - If no responses have been received, the opportunity may remain on the Local Energy Marketplace Shared Ownership Portal for a further 30 working days.

Responding to an Opportunity

- Please be clear and detailed when contacting an organisation in response to an opportunity.

Submitting an Opportunity: “Projects Seeking Financial Investment”

Using the Local Energy Marketplace Shared Ownership Portal to find a potential investor.

Examples include:

- Community with potential project seeking financial investment.
- Rural business looking to work with a community group.
- Developer with potential project seeking investment from a community.

PLEASE NOTE: Where a project is seeking investment, interest should first be explored with a local community or group. The Local Energy Marketplace Shared Ownership Portal can be used to publicise this stage. If there is not full take-up, the opportunity may be made available to other eligible community groups across Scotland.

Required Details

Please state the degree to which there is flexibility surrounding these details, or where such details have not yet been defined. This may be applicable to early-stage projects and all details may be agreed upon in discussion with the community.

- Details of project:
 - Project stage of development.
 - Indicative project capacity (MW installed) and estimated capacity factor.
 - Estimated capital costs. This should be possible to within $\pm 10\%$.
 - Estimated development costs to take the project to financial close. This should be possible to within $\pm 10\%$.
 - Minimum and maximum size of equity investment being made available if appropriate, for example - between 1% and 40% of total equity investment.
 - Other methods employed to publicise this opportunity.

- Level of investment has been made in developing the project to date and the return expected from that investment.
- Key risks in the project including technical, financial and commercial risks.
- Details of potential opportunity:
 - Proposed financial investment structure: The shared ownership model and structure must be selected on a site-by-site basis and made clear upfront. Detail indicative debt/ equity gearing ratios; if there is going to be subordinated debt, make clear if the community investors will also be offered the right to purchase the subordinated debt. Any flexibility in the model and structure must be clearly outlined.
 - Proposed legal structure: Details of how the arrangement is envisaged should be provided, specifically the legal structure which will be employed. Further information should be provided, for example what is expected from the investor, what level of risk may be involved, what level of control the investor will have, what aspects are flexible and what returns can be expected.
 - Any further requirements for an investor, for example preferred geographical location, desired commitment, or desired group constitution.
- Timescales for engagement:
 - Project details should include information on when groups will be expected to act and any predicted deadlines.
 - All projected development milestones must be given in detail, including which milestones are flexible and which are not.

PLEASE NOTE: You must not post any project or opportunity in which you seek a financial loan, deferment of payment or any other form of credit. You must not agree to accept a financial loan, deferment of payment or any other form of credit from any person(s) with whom you make contact via the Local Energy Marketplace Shared Ownership Portal.

You should have more details ready to send to potential investors if appropriate, for example an investment memorandum or other supporting documents. These can be uploaded to the Local Energy Marketplace Shared Ownership Portal if publically available.

Commercial developers - ensuring offering is part of a genuine opportunity

The Scottish Government encourages the uptake of shared ownership projects and recognises that there will be challenges in ensuring that these are taken through to completion. It is therefore vital that submitting information to the Local Energy Marketplace Shared Ownership Portal is seen as one component of a package of measures, to ensure a genuine offer to the community. Submission of information to the Local Energy Marketplace Shared Ownership Portal must not replace engagement with the local community through offline channels such as community councils and other relevant local groups.

- Information about opportunities must be realistic for groups to accept, through provision of adequate information and reasonable time periods:
 - Publication of information about opportunities is at the discretion of Local Energy Scotland, subject to the provision of quality information.
 - The timelines must be workable for any potential investor.
- Information about opportunities must be publicised elsewhere as early as possible and not only on the Local Energy Marketplace Shared Ownership Portal. Details should be given in the description of how the opportunity will be or has been publicised in the relevant community or area.
 - As a minimum, two methods of information provision and two methods of facilitating dialogue should be undertaken and described– see annex for more detail.
 - Community engagement must be at an early stage, to maximise the opportunity for collaborative working

- Opportunities are additional to community benefit provisions where appropriate. Community benefits must be provided in line with Scottish Government Good Practice Principles for Community Benefits from Onshore Renewable Energy Developments. It must be made clear if local communities can convert community benefit payments into a carried equity stake

PLEASE NOTE: We are not able to provide you with any advice or recommendation on any opportunity posted on this Portal. You should always obtain independent financial and/or legal advice before entering into any opportunity.

Submitting an Opportunity: “Investors seeking projects”

Using the Local Energy Marketplace Shared Ownership Portal to find a potential project

Examples include:

- Community with available funds to invest in a renewable energy project.

If you have available cash or an investment product, you may be looking for a potential renewable energy project in which you can invest. You can upload information about your desired investment to the Local Energy Marketplace Shared Ownership Portal, and groups with potential projects looking for funds will be able to approach you.

PLEASE NOTE: You must not provide or agree to provide a financial loan, deferment of payment or any other form of credit to any person(s) with a project or investment with whom you make contact via the Local Energy Marketplace Shared Ownership Portal

PLEASE NOTE: We are not able to provide you with any advice or recommendation on any opportunity posted on this Portal. You should always obtain independent financial and/or legal advice before entering into any opportunity.

Required Details

- Investment/financial structure and terms: The desired legal and financial structures must be outlined, including any specifications and limitations.
- Any specific project requirements should be given, for example preferred project stage, size, technology and minimum and maximum size of investment available (in £ and/or %).
- Timescales for engagement: Details should include information on when groups will be expected to act and any predicted deadlines.
- Any further requirements, for example preferred geographical location or group constitution. Community groups should give details on any legal and financial advice received to date

Annex to Section A – Methods of Providing Information and of Facilitating Dialogue

The following non-exhaustive lists suggest some starting points for building the consultation process.

Possible methods of providing information:

- Press releases;
- Community newsletters; Letter notification; Public meetings;
- Mail drops;
- Use of social media and internet;
- House visits;
- Information road show;
- Letter, email or telephone contact;
- Formal consultation documentation;
- Mobile exhibitions;
- Via community stakeholders such as community council representatives.

Possible methods of facilitating dialogue:

- Community drop-in sessions;
- Presence at local community events; Stakeholder forum/workshops; Telephone hotline;
- Workshops and focus groups,
- Web-based consultations;
- Meetings in homes;
- Street stalls.

(Scottish Government Good Practice Principles for Community Benefits from Onshore Renewable Energy Developments, 2019)

SECTION B

IMPORTANT INFORMATION – PLEASE READ

These Terms of Use apply to all areas of www.localenergyscotland.org (the **Local Energy Marketplace Shared Ownership Portal**) which is operated by Local Energy Scotland.

Local Energy Scotland (**we, us or our**) is a consortium of five organisations (each a **consortium partner**):

The Energy Agency: The Agency is a non-profit making organisation incorporated in Scotland with an established trading company to operate interest-free loans and grant schemes. The Agency is a registered charity in Scotland whose registered address is at Watson Peat Building, Auchincruive, Ayr, Ayrshire, KA6 5HW with charity number SC029479.

Changeworks Resources For Life: Changeworks is an environmental charity and social enterprise, working in collaboration with public and third sector organisations, schools, communities and businesses. Changeworks Resources For Life is a registered charity in Scotland whose registered address is at 36 Newhaven Road, Edinburgh EH6 5PY with charity number SC103904.

The Wise Group: The Wise Group is a social enterprise based in Glasgow. The Wise Group is a registered charity in Scotland whose registered address is at 72 Charlotte Street, Glasgow G1 5DW with charity number SC004089.

SCARF: SCARF is a social enterprise with its head office in Aberdeen, and activities across the North East of Scotland. SCARF is a registered charity in Scotland whose registered address is at 34 Albyn Place, Aberdeen, AB10 1FW with charity number SC006901.

Energy Saving Trust Limited: The Energy Saving Trust is a social enterprise with charitable status. It is a non-profit company continuing to deliver substantial government-funded programmes, and a wholly owned trading subsidiary. The Energy Saving Trust Limited is a company incorporated in England and Wales whose registered address is at 21 Dartmouth Street, London, SW1H 9BP with company number 2622374.

All references to the Local Energy Scotland include all and any of the consortium partners.

By using the Local Energy Marketplace Shared Ownership Portal in any way you agree to these Terms of Use. At various points when using the Local Energy Marketplace Shared Ownership Portal we may ask you to confirm your acceptance of these Terms of Use, for example, because they contain important information about your and our rights and obligations.

These Terms of Use incorporate our Privacy and Cookies Policy (<http://www.localenergyscotland.org/privacy-cookies/>), which tells you how we use your personal information and how the Local Energy Marketplace Shared Ownership Portal uses cookies.

Please read these Terms of Use carefully. They are legally binding and contain important information about rights and obligations. In particular please note paragraphs 6 (Content you upload to the Local Energy Marketplace Shared Ownership Portal), 8 (User interaction with Content), 9 (Content policy), 10 (No moderation or monitoring), 14 (Viruses, hacking and other offences), 15 (Disclaimer) and 16 (Limitation of liability) in Section C.

If you have any questions about these Terms of Use please contact us at Local Energy Scotland, Energy Saving Trust, 2nd Floor, Ocean Point 1, 94 Ocean Drive, Edinburgh, EH6 6JH.

The aim of this Local Energy Marketplace Shared Ownership Portal is to allow community groups, commercial developers and commercial organisations to find out about potential opportunities and

partners. The information posted on this Local Energy Marketplace Shared Ownership Portal is free of charge.

Any information on projects seeking or persons willing to provide, a financial loan, deferment of payment or any other form of credit, **must not** be posted on this Local Energy Marketplace Shared Ownership Portal under any circumstances.

Local Energy Scotland does not provide any warranty, advice, representation or recommendation as to the suitability or otherwise of any Content or other information or opportunity posted on the Local Energy Marketplace Shared Ownership Portal. Also see paragraphs 15 and 16 of Section C.

Though any user is free to make contact with another using contact details provided in any post on the Local Energy Marketplace Shared Ownership Portal, Local Energy Scotland does not and will not make any introduction between users, directly facilitate any contact between the users nor take or exchange messages or communication between the users. Also see paragraph 8 of Section C.

Local Energy Scotland is not the agent of and/or does not act on behalf of any user and must not be held out as doing so under any circumstances. It is the responsibility of any user posting information on the Local Energy Marketplace Shared Ownership Portal to ensure it is compliant with any legislation, regulations and regulatory rules and guidance and that the user posting the information has all necessary regulatory approvals and permissions.

Local Energy Scotland shall not be liable for any loss suffered whatsoever as a result of use of the Local Energy Marketplace Shared Ownership Portal, subject always to paragraph 16.5 in Section C. Also see paragraphs 15 and 16 of Section C.

Each party should take its own legal and/or financial advice before entering into any transaction or agreement. These Terms of Use or any Content posted on the Local Energy Marketplace Shared Ownership Portal is not, must not be set out as or deemed to be, a communication amounting to an invitation or inducement to engage in any investment activity. Any user wishing to respond to information on the Local Energy Marketplace Shared Ownership Portal should always obtain independent financial and/or legal advice before entering into any opportunity either as the project/opportunity provider or potential investor.

The term "Local Energy Marketplace Shared Ownership Portal" used in this Agreement to describe the online community platform at www.localenergyscotland.org/partnershipportal is used purely for descriptive purposes and is not used to denote any kind of relationship whatsoever, either formal or informal, or any type of strict legal partnership between any user and Local Energy Scotland.

You must have the right to post information on the Local Energy Marketplace Shared Ownership Portal. All Content must belong to the original poster or with permission from any third party. Content posted to the Local Energy Marketplace Shared Ownership Portal may only be used as set out in these Terms of Use. Also see paragraphs 6 and 10 of Section C.



SECTION C

Further Conditions for the Local Energy Marketplace Shared Ownership Portal

1 About the Local Energy Marketplace Shared Ownership Portal

1.1 Through the Local Energy Marketplace Shared Ownership Portal, we:

- 1.1.1 allow users to upload information regarding potential renewable energy projects; and
- 1.1.2 allow anyone to access contact details regarding these potential renewable energy projects;

as further set out in Sections A and B and elsewhere on the Local Energy Marketplace Shared Ownership Portal.

1.2 For the purposes of these Terms of Use, we refer to anyone who uses the Local Energy Marketplace Shared Ownership Portal as a **user**. To make these terms easier to read we also refer to users as **you** and **your**.

1.3 In these Terms of Use, **Content** includes all text, images, photos, video, audio, documents and other information or material users upload to the Local Energy Marketplace Shared Ownership Portal, and **Content Policy** means our content policy set out in paragraph 9 of these Terms of Use.

2 Your access to the Local Energy Marketplace Shared Ownership Portal

2.1 You are responsible for making all arrangements necessary to have access to the Local Energy Marketplace Shared Ownership Portal. We allow you to access the Local Energy Marketplace Shared Ownership Portal on a temporary basis and we reserve the right to withdraw or amend the Local Energy Marketplace Shared Ownership Portal without notice. You are responsible for ensuring all persons who access the Local Energy Marketplace Shared Ownership Portal through your internet connection are aware of these Terms of Use and comply with these Terms of Use (including without limitation the terms and conditions in Sections A and B) at all times.

3 Changes to these Terms of Use

3.1 We may revise and update these Terms of Use at any time. We will indicate at the top of these Terms of Use when these Terms of Use were last revised and if you have uploaded information to the Local Energy Marketplace Shared Ownership Portal we will notify you by sending an e-mail to the e-mail address we have for you. Please periodically review these Terms of Use as your continued use of the Local Energy Marketplace Shared Ownership Portal after a change indicates your agreement to the change.

4 Our rights to restrict access to the Local Energy Marketplace Shared Ownership Portal

4.1 We reserve the right at any time to remove any Content (or any other content) from the

Local Energy Marketplace Shared Ownership Portal if it is, in our opinion, illegal, misleading, false, immoral, defamatory, in breach of intellectual property rights (including copyright, trade marks, database rights and all other intellectual property rights) or any other rights of a third party, or where we are required to do so by any government body or regulator or under any applicable laws. We may also remove any Content that, in our opinion, does not comply with our Content Policy or any other terms of these Terms of Use.

5 Materials other than Content

- 5.1 Except for Content uploaded by you or any other users, all materials in the Local Energy Marketplace Shared Ownership Portal (including text, images, photos, video, audio, source code, object code, documents and other information or material) and all intellectual property rights (including copyright, trade marks, database rights and all other intellectual property rights) arising in that material and the Local Energy Marketplace Shared Ownership Portal (together **Local Energy Scotland Materials**) are owned by us or our licensors.
- 5.2 We grant you a limited non-transferable, non-sub-licensable licence to access and view the Local Energy Scotland Materials and Content uploaded by other users on the Local Energy Marketplace Shared Ownership Portal, provided that you keep all copyright and other intellectual property rights or proprietary notices intact.
- 5.3 You may not copy, distribute, modify, adapt, translate, reproduce or otherwise use in whole or in part any of the Local Energy Scotland Materials or any Content uploaded by any other user without our prior written permission, except that you are permitted to reproduce and display the Local Energy Scotland Materials or any Content uploaded by any other user solely for your personal use in connection with viewing the Local Energy Marketplace Shared Ownership Portal and as a genuine user of the Local Energy Marketplace Shared Ownership Portal.
- 5.4 If we terminate or suspend access to the Local Energy Marketplace Shared Ownership Portal for any reason, your licence to use the Local Energy Scotland Materials and any Content under these Terms of Use will automatically end.

6 Content you upload to the Local Energy Marketplace Shared Ownership Portal

- 6.1 You alone are responsible for the content, accuracy and suitability of any Content you upload to the Local Energy Marketplace Shared Ownership Portal, and for the consequences of uploading Content. We will not be responsible for or liable to you or any third party for any Content you upload or that is uploaded by another user.
- 6.2 You must ensure that Content you upload to the Local Energy Marketplace Shared Ownership Portal conforms to our Content Policy.
When you upload Content to the Local Energy Marketplace Shared Ownership Portal we will require you to confirm that it conforms to our Content Policy.
- 6.3 You may only upload Content to the Local Energy Marketplace Shared Ownership Portal that you have created or which you have permission to upload from the creator. You confirm to us that you own the Content you upload or otherwise you have all necessary rights (including copyright, trade marks and other intellectual property rights) and consents to upload the Content and to allow us and other users to use the Content in the manner set out in these terms.
- 6.4 You agree that you will not receive any payment or any other compensation for uploading Content to the Local Energy Marketplace Shared Ownership Portal. We do not claim ownership of Content you upload and you will retain full ownership of all Content you

upload to the Local Energy Marketplace Shared Ownership Portal, subject to the rights you grant to us and other users in these Terms of Use .

6.5 You are responsible for making back-up copies of Content you upload to the Local Energy Marketplace Shared Ownership Portal. We are not liable to you or any third party for any loss or corruption of or damage to any Content you upload to the Local Energy Marketplace Shared Ownership Portal

6.6 You acknowledge that Content uploaded by you may be accessed by the public and we will not be held responsible for and will have no control over the use of Content uploaded by you and used by other users or by the public.

6.7 You will reimburse us for any costs, claims, expenses, losses or other liabilities we may incur as a result of a claim from a third party that any Content uploaded by you onto the Local Energy Marketplace Shared Ownership Portal infringes any third party rights.

7 **Our right to use Content you upload to the Local Energy Marketplace Shared Ownership Portal**

7.1 By uploading Content to the Local Energy Marketplace Shared Ownership Portal, you give us a royalty-free, worldwide, non-exclusive right and licence to:

7.1.1 make copies of and use the Content to facilitate the hosting and availability of the Content for other users (including without limitation through search tools and other filtering mechanisms), to manage Content on the Local Energy Marketplace Shared Ownership Portal and generally to operate the Local Energy Marketplace Shared Ownership Portal in the manner envisaged by these Terms of Use;

7.1.2 move or copy Content to parts of the Local Energy Marketplace Shared Ownership Portal other than the part to which you uploaded it; and

7.1.3 use or delete the Content for the purpose of promoting and making available the Local Energy Marketplace Shared Ownership Portal or as otherwise set out in or envisaged by these Terms of Use or the Local Energy Marketplace Shared Ownership Portal.

8 User interaction

8.1 The Local Energy Marketplace Shared Ownership Portal gives users the ability to contact each other. Please take care to ensure that you only disclose contact details that you are happy for other users to see. You must not post contact details of other people without their consent. When you share your personal information with others via the Local Energy Marketplace Shared Ownership Portal or arrange to meet any individuals or participate in any activities referred to by other users, we recommend that you take care to ensure your own safety and the safety of others. We do not check or pre-moderate any such contact.

8.2 By uploading personal information to the Local Energy Marketplace Shared Ownership Portal, you agree to be contacted by any members of the public who may wish to speak to you regarding the potential renewable energy development, or who otherwise wish to make contact with you.

9 Content Policy

9.1 You are fully responsible for your use of the Local Energy Marketplace Shared Ownership Portal including any Content you upload to the Local Energy Marketplace Shared

Ownership Portal. In return for being allowed to use the Local Energy Marketplace Shared Ownership Portal, you agree to comply with the policy set out in this paragraph 9 (**Content Policy**), which governs the way in which you may use the Local Energy Marketplace Shared Ownership Portal and upload Content to it.

9.2 The Local Energy Marketplace Shared Ownership Portal is designed to make it easier for Scottish communities to identify potential commercial partners with whom to progress renewable energy projects.

9.3 **Prohibited Content:** You will not upload Content that:

- 9.3.1 is demeaning, malicious, defamatory, abusive, offensive, or hateful;
- 9.3.2 is unlawful, infringing, deceptive, inaccurate, misleading, fraudulent, or invasive of privacy or publicity rights;
- 9.3.3 makes threats of any kind or that intimidates, harasses, or bullies anyone;
- 9.3.4 is obscene, pornographic or sexually explicit;
- 9.3.5 depicts violence;
- 9.3.6 promotes, facilitates or organises any civil disturbance or riot;
- 9.3.7 is an upload of any Content that we have previously removed from the Local Energy Marketplace Shared Ownership Portal for any reason, other than to the extent you have amended the same to address adequately the reason for the removal;
- 9.3.8 contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality or any computer software or hardware or telecommunications equipment, including the Local Energy Marketplace Shared Ownership Portal itself;
- 9.3.9 encourages conduct that would violate or violates any law or advocates illegal activity;
- 9.3.10 contains restricted or password only access pages or hidden pages or images; or
- 9.3.11 provides a link to any of the above, and Content referred to in this paragraph 9.3 is

Prohibited Content.

9.4 **Prohibited Activities:** When using the Local Energy Marketplace Shared Ownership Portal or any facilities available through the Local Energy Marketplace Shared Ownership Portal, you will not:

- 9.4.1 solicit personal information from anyone under 18;
- 9.4.2 upload any Content relating to another person without that person's consent;
- 9.4.3 post any Content where the subject matter of the Content includes any individuals under the age of 18 or other vulnerable individual without obtaining the consent of the applicable parent or guardian;
- 9.4.4 harvest or collect email addresses or other contact information from other users or visitors for the purposes of sending unsolicited emails or other unsolicited communications;
- 9.4.5 send or make available any unsolicited or unauthorised advertising,

promotional materials, "spam", "chain letters", "pyramid schemes" or any other form of solicitation;

- 9.4.6 use the Local Energy Marketplace Shared Ownership Portal in any unlawful manner or in any way that could damage, disable, overburden or impair the Local Energy Marketplace Shared Ownership Portal or the website on which it is available;
- 9.4.7 use automated scripts to collect information from or otherwise interact with the Local Energy Marketplace Shared Ownership Portal ;
- 9.4.8 impersonate any person or entity or misrepresent yourself in any way;
- 9.4.9 use or attempt to use another person's details or create a false identity on the Local Energy Marketplace Shared Ownership Portal ;
- 9.4.10 abuse, threaten, intimidate or harass anybody;
- 9.4.11 engage in any predatory or stalking conduct;
- 9.4.12 use the Local Energy Marketplace Shared Ownership Portal for any illegal or unauthorised purpose; or
- 9.4.13 circumvent or modify, or attempt to circumvent or modify, any security technology or software that are part of the Local Energy Marketplace Shared Ownership Portal,

and the activities referred to in this paragraph 9.4 are **Prohibited Activities**. These Prohibited Activities are in addition to any prohibitions under Sections A and B of these Terms of Use.

- 9.5 The uploading of Prohibited Content and/or the doing of any of the Prohibited Activities described in this Content Policy will be a material breach of these Terms of Use. We reserve the right to delete from the Local Energy Marketplace Shared Ownership Portal any Content that violates the Content Policy. We reserve the right to terminate, suspend or restrict access to any user who has (or who we reasonably suspect to have) uploaded Prohibited Content or done any of the Prohibited Activities. We are under no obligation to remove any restriction on access to the Local Energy Marketplace Shared Ownership Portal following any termination, suspension or restriction.
- 9.6 We may disclose your name and contact details where we are required to do so under a court order, or following any other request (including in respect of criminal and civil matters) if we believe that the response is required by law or is reasonably necessary to protect other users or the values and objectives of the Local Energy Marketplace Shared Ownership Portal .
- 9.7 Where permitted under applicable law, we may disclose your identity and contact details to any third party who claims that any Content you have uploaded to the Local Energy Marketplace Shared Ownership Portal constitutes a violation of their intellectual property rights, constitutes a violation of their right to privacy, is a breach of the Content Policy, is a breach of any of these terms, or causes any actionable harm. You must provide us with all relevant information relating to any such claim without delay. We will try to notify you first before doing this by using the contact details you have provided but we do not guarantee we will notify you first.
- 9.8 You will reimburse us for any losses, damages, costs, fines, expenses or liabilities we incur arising out of or in connection with your breach of the Content Policy (including but not limited to where a third party brings any

action against us linked to your breach of the Content Policy).

10 No moderation or monitoring

We do not as a matter of course monitor or moderate any Content uploaded to the Local Energy Marketplace Shared Ownership Portal. It is your responsibility to ensure that your Content complies with these Terms of Use.

11 Concerns

- 11.1 If you believe that any Content on the Local Energy Marketplace Shared Ownership Portal is contrary to the Content Policy, infringes any intellectual property or privacy rights of yours or any third party, or otherwise breaches these terms, you may contact Local Energy Scotland by telephone, e-mail or in writing. Further details are set out in the 'Contact Us' page at www.localenergy.scot/contactus.

12 Linking to and framing the Local Energy Marketplace Shared Ownership Portal

- 12.1 You may link to any page on this Local Energy Marketplace Shared Ownership Portal, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or from any website that is not owned by you or from any website which does not comply in all respects with the standards reflected in the Content Policy. You must always make it clear that the content you are linking to came from this Local Energy Marketplace Shared Ownership Portal. You must not frame the Local Energy Marketplace Shared Ownership Portal on any other site.
- 12.2 We reserve the right to withdraw linking permission without notice.

13 Links from the Local Energy Marketplace Shared Ownership Portal

- 13.1 The Local Energy Marketplace Shared Ownership Portal may provide links to third party websites.
- 13.2 Linked sites are not under our control, and we make no warranties or representations as to the quality, suitability, functionality or legality of the sites to which the Local Energy Marketplace Shared Ownership Portal may provide links. We accept no responsibility for these sites or for any loss or damage that may arise from your use of them.

14 Viruses, hacking and other offences

- 14.1 You must not misuse the Local Energy Marketplace Shared Ownership Portal by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Local Energy Marketplace Shared Ownership Portal, the servers on which the Local Energy Marketplace Shared Ownership Portal is hosted or any server, computer or database connected to the Local Energy Marketplace Shared Ownership Portal. You must not attack the Local Energy Marketplace Shared Ownership Portal via a denial-of-service attack or a distributed denial-of-service attack.
- 14.2 We will not be liable for any loss or damage caused by a denial-of-service attack, distributed denial- of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Local Energy Marketplace Shared Ownership Portal or to your downloading of any Content posted on it or any Local Energy Scotland Materials, or on any website linked to it.

15 Disclaimer

15.1 You expressly acknowledge and agree that:

- 15.1.1 the Local Energy Marketplace Shared Ownership Portal is provided on an "as is" basis and that we make no warranty that the Local Energy Marketplace Shared Ownership Portal will be uninterrupted, secure or error free;
- 15.1.2 from time to time we may suspend or restrict access to Local Energy Marketplace Shared Ownership Portal in order to carry out repairs, maintenance or to introduce new facilities, or for any other reason;
- 15.1.3 Content and Local Energy Scotland Materials available through the Local Energy Marketplace Shared Ownership Portal are provided for information purposes only and are not an endorsement or recommendation by us in any way whatsoever;
- 15.1.4 Content is provided by users and not by us and we therefore provide no assurances that the use by you of Content will not infringe third party rights, such as copyright or rights to privacy;
- 15.1.5 you use the Local Energy Marketplace Shared Ownership Portal at your sole risk and we are not responsible for any action (or decision not to take action) made in reliance upon the Content or the Local Energy Scotland Materials on the Local Energy Marketplace Shared Ownership Portal, In particular without limitation, you are solely responsible for any decision you make to progress with a shared ownership renewable energy project;
- 15.1.6 Content and Local Energy Scotland Materials (including software and data) obtained through the use of the Local Energy Marketplace Shared Ownership Portal are obtained at your own discretion and risk and we are not responsible for any damage caused by you obtaining the same from the Local Energy Marketplace Shared Ownership Portal.

15.2 We shall not be liable for, or be deemed to be in breach of these Terms of Use as a result of any delay in performing or failure to perform any of our obligations where that delay or failure is caused by any circumstances beyond our reasonable control including (but not limited to) act of God, strike, lock out, industrial actions, war, terrorism, riot, civil commotion, vandalism, lightning, fire, storm, flood, earthquake, power failure or explosion, governmental restraint, act of Parliament, other legislation, by-law, prohibition, measure or directive of any kind of any governmental, parliamentary, local or other competent authority.

16 Limitation of liability

16.1 You acknowledge that as we do not charge for making the Local Energy Marketplace Shared Ownership Portal available we are not able to accept liability in respect of it unless we have breached our obligations under these Terms of Use, and then only to the extent set out in this paragraph 16.

16.2 You acknowledge that based on your agreements and acknowledges set out in paragraph 15 and subject to paragraph 16.5 we shall not be liable to you for:

- 16.2.1 the Local Energy Marketplace Shared Ownership Portal being unavailable, insecure or containing errors;
- 16.2.2 any reliance you or any person acting through you place on the Content or any other material provided through the Local Energy Marketplace Shared Ownership Portal;

- 16.2.3 any use by you of the Content infringing third party rights, such as copyright or rights to privacy; or
 - 16.2.4 any use the Content by other users in breach of these Terms of Use or for checking the authenticity or verifying the identity or any other information relating to any other users.
- 16.3 Subject to paragraph 16.5, we shall not be liable to you (whether by reason of our negligence, any non-fraudulent misrepresentation, any breach of these or an express or implied warranty, condition or other term, breach of statutory duty, or otherwise) for any:
- 16.3.1 loss of profits; or
 - 16.3.2 damage to reputation;
 - 16.3.3 loss of anticipated savings;
 - 16.3.4 loss of anticipated revenues;
 - 16.3.5 loss of business opportunities;
 - 16.3.6 loss of contracts;
 - 16.3.7 loss of goodwill;
 - 16.3.8 loss or corruption of any data;
 - 16.3.9 claim, action or demand made against you by any third party;
 - 16.3.10 indirect loss, damage, cost, expense or claim whatsoever; which arises out of or in connection with the Local Energy Marketplace Shared Ownership Portal .
- 16.4 Subject to paragraph 16.5, the aggregate liability (inclusive of interest and legal and other costs) of us to you in respect of all claims arising under or in connection with your use of the Local Energy Marketplace Shared Ownership Portal and these terms (whether by reason of any negligence by us or any of its employees or agents, any non-fraudulent misrepresentation, any breach of these terms or an express or implied warranty, condition or other term, breach of statutory duty, or otherwise) shall not in any event exceed £100 (GBP one hundred).
- 16.5 Nothing in these Terms of Use shall operate to limit or exclude the liability of either party for any death or personal injury caused by its negligence or that of any of its employees or agents, or for any other matter in respect of which liability cannot lawfully be limited or excluded.

17 Miscellaneous

- 17.1 **Assignment:** You shall not be entitled to assign, sub-contract or otherwise dispose of any of your rights or obligations under these Terms of Use without our prior written consent. We may assign, sub- contract or otherwise dispose of any of our rights and obligations under these Terms of Use at any time without your consent.
- 17.2 **Severance:** If any terms within these Terms of Use is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that term shall to the extent of such invalidity or unenforceability be deemed severable and all other terms not affected by such invalidity or unenforceability shall remain in full force and effect. If any term is so found to be invalid or unenforceable but would be valid or enforceable if some part of it were deleted, the term in question shall

apply with such modification(s) as may be necessary to make it valid and enforceable.

- 17.3 **Third parties:** These Terms of Use are not intended to convey on any person any rights which that person would not have had but for the operation of a jus quaesitum tertio. Any such rights that do arise may be altered or extinguished without the consent of the third party beneficiaries.
- 17.4 **Waiver:** No delay or failure by either party in enforcing any of these Terms of Use shall be deemed a waiver or create a precedent or in any way prejudice that party's rights under these Terms of Use, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy. The rights and remedies provided in these Terms of Use are cumulative and are additional to any rights or remedies provided by law.
- 17.5 **Jurisdiction and governing law:** These Terms of Use and all claims arising out of or in connection with these Terms of Use and the Local Energy Marketplace Shared Ownership Portal shall be governed by and construed in accordance with the laws of Scotland. If you use the Local Energy Marketplace Shared Ownership Portal in the course of your trade or business any dispute arising under these Terms of Use or out of or in connection with the Local Energy Marketplace Shared Ownership Portal shall be subject to the exclusive jurisdiction of the courts of Scotland. If you use the Local Energy Marketplace Shared Ownership Portal as a consumer (that is, not in the course of your trade or business), you may bring a claim arising under these terms or arising out of or in connection with the Local Energy Marketplace Shared Ownership Portal in the courts of the country in which you are resident.