

# Warmer Homes programme

## Terms and conditions

### 1. Eligibility for the fund

- 1.1 Properties in which energy efficiency improvements are being installed must be located in Greater London (that is, within the 32 London boroughs or the City of London).
- 1.2 To apply, you must be:
  - the registered owner and live in the property which is your main private home and used wholly for residential purposes **or** the tenant of a property which is rented from a private landlord who must be the registered owner of the property
  - in receipt of qualifying benefits as set out at **Appendix 1** **or** declared by the Greater London Authority or a borough to which we have delegated responsibility to be eligible to receive funding under the Energy Company Obligation (ECO) Flexible Eligibility scheme.
- 1.3 The following additional eligibility criteria apply to applicants in the private rented sector:
  - both the landlord and tenant must consent to the application being made
  - the landlord possesses a valid licence for the property, if required by either national legislation or local licensing requirements
  - the landlord is not listed on the Mayor of London's Rogue Landlord and Agent Checker ([link](#))
  - the landlord has not received State Aid totalling more than 200,000 Euros over the last three years
  - there is no ongoing enforcement action in relation to the property under the Housing Health and Safety Rating System (HHSRS - [link](#)) in relation to the following Category 1 hazards:
    - damp and mould growth
    - excess cold
    - excess heat
    - carbon monoxide and fuel combustion products
    - uncombusted fuel gas.
- 1.4 Any energy efficiency improvement(s) installed must be from the list of qualifying measures set out in **Appendix 2** and must meet the relevant eligibility criteria.
- 1.5 You will not be eligible for funding under Warmer Homes if you have received funding under previous Mayoral Fuel Poverty schemes.

### 2. Applications to the fund

- 2.1 The Warmer Homes fund is being administered and delivered by Happy Energy Solutions Ltd. (hereafter referred to as Happy Energy Solutions), supported by the Greater London Authority.
- 2.2 Applications to the fund must include:
  - your contact details, including an e-mail address
  - information on your home
  - information on the benefits you receive and / or
  - Information on your household income, household composition (including age) and any illnesses or disabilities that a member of the household may have
- 2.3 Applications from tenants or landlords in the private rented sector must also include:

- if the landlord is applying, contact details (within the rules of GDPR) of their tenant need to be provided to obtain consent for the application
  - if the tenant is applying, contact details (within GDPR) of their landlord or letting agent to provide consent for the application
  - a signed State Aid declaration from the landlord.
- 2.5 All the information you provide in your application must be accurate. If any of this information changes at any stage between you applying for the fund and receiving the agreed home improvements, you must notify Happy Energy Solutions immediately, as it may affect your right to the energy efficiency improvements.
- 2.6 Happy Energy Solutions will carry out the following checks on behalf of the applicant:
- benefits checks using a Department for Work and Pensions approved on-line process for benefits verification
  - Land Registry checks to confirm the homeownership status of the homeowner or landlord
  - if the property is a privately rented property, licensing checks to determine whether a valid licence is required and a check against the Mayor of London's Rogue Landlord and Agent Checker
  - other checks that may be required to confirm eligibility of the applicant and / or the property
- 2.7 If you do not meet the benefits eligibility criteria you may still be eligible for support through the Greater London Authority's ECO Flexible Eligibility scheme. You should contact the [Warmer Homes Advice Service](#) to check whether you are eligible
- 2.8 Where you or your tenant are eligible under the ECO Flexible Eligibility scheme, Happy Energy Solutions will validate your application provided the following conditions have been met:
- a Land Registry check has confirmed that you or your landlord are the owner of the property named in your application **and**
  - a local authority to which the Greater London Authority has delegated authority ([link](#)), has provided Happy Energy Solutions with a Flexible Eligibility declaration in your name (you will need to consent to the authority providing Happy Energy with this information)
  - other conditions that may be required to confirm eligibility of the applicant and / or the property
- 2.9 Happy Energy Solutions may ask for further information to determine eligibility and you must provide this information within the specified timeframe if you wish to continue with the application.
- 2.10 If you are making an application on behalf of someone else, the person on whose behalf you are applying will still be required to sign any documentation in relation to the fund, including grant agreements, unless they have given you power of attorney and you are able to produce information to this effect.
- 2.11 The fund operates on a first come, first served basis. Even if all the eligibility criteria are met, energy efficiency improvements are subject to the availability of funds and accepting the proposal made by Happy Energy Solutions. Happy Energy Solutions will carry out the allocation of funding and oversight of installations. There is no guarantee that applications under this fund will be successful.

### **3. Cancelling applications**

- 3.1 Happy Energy Solutions has the right to cancel applications or require that the cost of improvement(s) is repaid, if any one or more of the following

events occur:

- 3.1.1 any information provided in your application is subsequently found to be untrue or inaccurate
- 3.1.2 any information provided in your application is incomplete and, you fail to provide the information on request
- 3.1.3 you were not eligible, or prior to receiving the improvement(s) you ceased to be eligible
- 3.1.4 you fail to comply with these terms and conditions
- 3.1.5 appointments for the survey or improvement(s) cannot be made within a reasonable timescale because you are not contactable or are unavailable over a period of greater than 21 days a month after the first time you are contacted
- 3.1.6 the survey cannot be undertaken, or the improvement(s) cannot be carried out because you are not at home at the agreed appointed time(s), or if you have repeatedly tried to rearrange appointments at short notice
- 3.1.7 if you do not sign a grant agreement to allow the improvements to be made (see Section 4. Energy Efficiency Improvements)
- 3.1.8 you are not able to provide access to your home to allow the survey or the works to take place
- 3.1.9 Happy Energy Solutions has concerns about the health and wellbeing of their staff or contractors working in your home
- 3.1.10 your behaviour is vexatious, abusive or uncooperative
- 3.1.11 you do not sign all required documentation in order for Happy Energy Solutions to submit the grant claim/s

#### **4. Energy efficiency improvements**

- 4.1 Energy efficiency improvement(s) will be managed by Happy Energy Solutions. Happy Energy Solutions will be responsible for the quality and performance of the improvement(s) and the work carried out.
- 4.2 The maximum amount of funding per home is £4,000, plus any additional non-GLA funding, such as ECO, unless the home is a House in Multiple Occupation (HMO). If the home is an HMO, then the maximum amount of funding per household is £2,000, plus any additional non-GLA funding, such as ECO. Where there are applications for multiple households in a single HMO, the maximum amount of funding per HMO is £10,000.
- 4.3 If you received a new boiler or boiler repair under the Mayor of London's Better Boilers scheme, the maximum amount of funding available to you is £2,000, plus any additional non-GLA funding.
- 4.3 Happy Energy Solutions will be responsible for identifying which energy efficiency improvements can be funded and installed in your home/property.
- 4.4 Any improvements that are carried out are at the discretion of Happy Energy Solutions and subject to availability of funding.
- 4.5 Happy Energy Solutions have the final decision on whether any improvements can be offered, and their decision is final.
- 4.6 Happy Energy Solutions will visit your home/property to carry out a survey that will identify which energy efficiency improvements are possible and whether these can be funded.
- 4.7 The list of energy efficiency improvements that can be funded and installed in your home/property will depend on several things, including the size and layout of your home/ property, type of existing heating system, current insulation levels, condition of your home/property, and availability of funding.
- 4.8 The survey will also identify whether any repairs are required before energy efficiency improvement(s) can be installed. These repairs will vary depending on the condition of your home/property and the type of improvement(s) required.

- 4.9 In some cases, there may be insufficient funding to cover the cost of additional repairs and the improvement(s). In these cases, the improvement(s) will not be eligible for the Warmer Homes fund and an alternative improvement(s) fund will be identified where possible.
- 4.10 The contractor will aim to leave your home/property in a similar condition to how it was before the improvements. However, it might not always be possible to restore your home to how it was exactly before the improvement was made. An example of this would be where internal wall insulation is installed; in this case it would be reasonable to expect the wall to be painted in a neutral colour, but not to match the previous colour of the wall or replace wallpaper.
- 4.11 Following completion of the initial survey, Happy Energy Solutions will send you an offer / grant agreement, which is a document setting out what improvement(s) to your home/property can be funded and what this work will entail.
- 4.12 Upon receipt of this offer / grant agreement, you must notify Happy Energy Solutions that you (if a homeowner) or the Landlord ():
1. approve the improvement(s) through signing the offer / grant agreement **or**
  2. would like to cancel your application by rejecting the offer / grant agreement.
- 4.13 Upon receiving approval of the offer / grant agreement from you, Happy Energy Solutions will engage qualified contractor(s) to undertake the work. The contractor(s) will then attend the property to install the improvement(s) as per the signed offer. For larger jobs, more than one contractor may need to visit. Happy Energy Solutions will organise such visits in a way that minimises disruption to you.
- 4.14 Happy Energy Solutions will send you a final offer setting out what improvement(s) will be undertaken. You (and your tenant/landlord) must approve this offer and sign a grant agreement with the contractor(s) for the improvement(s) to be installed.
- 4.15 The owner of the home must sign a grant agreement before commencement of the works. The grant agreement you sign will not be with the Greater London Authority, but with Happy Energy Solutions who will carry out the works. For the avoidance of doubt, for private rented properties, the grant agreement must be signed by the landlord, not the tenant.
- 4.16 The amount of time it will take to complete the improvement(s) will depend on the type of improvement(s) to be installed, the condition of your home or property, and the length of time you take to agree to dates and details of the improvement(s). However, Happy Energy Solutions anticipates that from your acceptance of the works installation should take place within 4 – 6 weeks. In some cases, improvements will be completed quicker, in others, they will take longer to complete.
- 4.17 Upon completion of the works, key documentation and information will be provided to you, including any relevant certification such as product guarantees and user manuals for any equipment installed. For further information, regarding qualifying improvements, please refer to **Appendix 2**.
- 4.18 All necessary planning, building and other required permissions must be granted before starting work. Happy Energy Solutions will not commence installation of any improvement(s) until evidence has been provided that all such requirements are in place.
- 4.19 On completion of the work, you (or your tenant) will be required to sign post-works documentation to confirm that you are happy with the work carried out. This must not be unreasonably withheld.

## **5. Record keeping and inspections**

- 5.1 You must keep a record of all relevant documentation that you obtain in relation

to the improvements to your home for six years, including any warranties that are given to you by Happy Energy Solutions, or for the length of warranty if this is longer than six years.

- 5.2 If asked to do so, subject to a reasonable amount of notice, you must also allow authorised representatives of the Greater London Authority (GLA) to have access to your home/property in order to inspect the improvements and verify that you have complied with these terms and conditions. Failure to allow reasonable access will be classed as a breach of these terms and conditions and may lead to the recovery of any funding that may have been allocated to your energy efficiency improvements.
- 5.3 Upon completion of your journey you will be asked to respond to a questionnaire providing feedback on the process. You may also be asked to respond to a further short questionnaire after some months to gather feedback on the upgraded home.
- 5.4 **You must maintain and service any improvement works provided through Warmer Homes as per manufacturer's instructions and recommended servicing intervals. This must be evidenced through receipts / invoices for the maintenance and servicing works. Failure to do so will invalidate any warranties provided by the manufacturer or Happy Energy Solutions.**
- 5.6 **You must not remove the improvements works from the property without the prior written consent of Happy Energy Solutions. Consent will only be provided in exceptional circumstances. If improvements are found to have been removed from the property, the full amount of any funding provided will become immediately repayable.**

## 6. Government schemes

- 6.1 Warmer Homes funding can operate in conjunction with any existing Energy Company Obligation (ECO) funding although this is subject to change outside of the GLA's control. You will be required to sign a grant agreement with the ECO provider for any ECO funding provided.
- 6.2 The GLA reserves the right to change elements of the scheme at will, including (but not exclusively) overall eligibility for the grant, the grant amount available per household, the types of measures available through the scheme and specific eligibility for each.

## 7. English law

The grant agreement between you or your landlord and Happy Energy Solutions in relation to this fund will be governed by English law.

## 8. Personal Data and Privacy

- 8.1 The GLA and Happy Energy Solutions are committed to protecting your privacy and this section sets out the privacy practices in accordance with the European Union General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018
- 8.2 Your personal data is required in order to process your application and undertake energy efficiency improvements. Personal data held by Happy Energy Solutions will be shared with the GLA for these purposes.
- 8.3 All personal data collected in relation to this fund will be collected by Happy Energy Solutions in accordance with its Privacy Policy, which can be found [here](#).
- 8.6 Where you are not in receipt of a qualifying benefit, but may be eligible for ECO Flexible Eligibility, Happy Energy Solutions will pass your data to the relevant local authority to enable them to check your eligibility, but only where you have indicated on your application form that you are happy for them to do so.
- 8.7 Where you have been referred to the fund by your local authority, the GLA and/or Happy Energy Solutions may share data about the progress of your application with

your local authority for the purposes of reporting, but only where you have indicated on your application form that you are happy to do so.

**Appendix 1: Qualifying benefits for the Warmer Homes fund**

a. Income-Related Employment and Support Allowance	
b. Income-Based Job Seeker's Allowance	
c. Income Support	
d. State Pension Credit (In receipt of Pension Credit Guarantee Credit or both Guarantee Credit and Savings Credit)	
e. Disability living allowance	
f. Personal independence payment	
g. Attendance allowance	
h. Carer's allowance	
i. Severe disablement allowance	
j. Industrial injuries disablement benefits	
k. War Pensions Mobility Supplement	
l. Constant Attendance Allowance	
m. Armed Forces Independence Payment	
OR	
n. Tax Credits, and meets the income threshold, as per the table below	
o. Universal Credit, and meets the income threshold, as per the table below	
p. Child Benefit, and meets the income threshold, as per the table below	

Household composition	Tax Credit recipients Gross income (annual)	Universal Credit recipients Net earned income (monthly)
<b>1 adult</b>	<b>£13,200</b>	<b>£1,100</b>
and 1 child	£17,400	£1,450
and 2 children	£21,600	£1,800
and three children	£25,800	£2,150
and four or more children	£30,000	£2,500
<b>2 adults</b>	<b>£19,800</b>	<b>£1,650</b>
and 1 child	£24,000	£2,000
and 2 children	£28,200	£2,350
and three children	£32,400	£2,700
and four or more children	£36,600	£3,050

**Child Benefit income thresholds**

Type of claim	Number of children or qualifying young persons for which the person is responsible			
	1	2	3	4 or more
<b>Single claim</b>	£18,500	£23,000	£27,500	£32,000
<b>Member of a couple</b>	£25,500	£30,000	£34,500	£39,000

## **Appendix 2: List of qualifying energy efficiency improvements**

**Note:** The improvements that can be installed in a property will depend on many things, including: age and size of property; condition of property; available funding. For each home, Happy Energy Solutions will undertake a survey to identify what improvements can be installed and funded. Any improvements that are undertaken are solely at the discretion of Happy Energy Solutions and subject to funding.

<b>Qualifying Improvements</b>	<b>Restrictions (suitability of improvements subject to survey)</b>
<b>Building fabric improvements</b>	
Loft insulation	– if does not meet current recommendations and accessible
Cavity Wall insulation	– Cavity is suitable to be filled and external walls are accessible for equipment. Area is safe for operatives
Flat roof insulation	- Does not meet current recommendations. Roof is suitable for insulation and is accessible for equipment and safe for operatives
Floor insulation	Does not meet current recommendations. Underfloor / floor is accessible, suitable for insulation and is accessible for equipment and safe for operatives
Draught proofing	Must be installed alongside at least one other improvement, i.e. not on its own
Secondary glazing	Only to be installed on single glazed windows
Replacement windows and doors	Only to be installed to replace single glazing unless existing windows are clearly at the end of their useful life. Replacement is entirely at the discretion of Happy Energy Solutions
Solid wall insulation (internal and external)	External wall insulation may be subject to planning
<b>Heating measures</b>	
Boiler replacements and repairs	<p>(new boilers must meet qualifying criteria for ECO funding and must meet NOx emissions standard of &lt;40mg/kW)</p> <p>Can only be funded if the boiler is broken.</p> <p>If the boiler is broken, then boiler replacements and/or repairs cannot be funded if the home is rented from a private landlord as it is the landlord's responsibility to provide a functioning heating system except in the cases of F and G rated rented properties where a boiler can be replaced by a renewable heating system</p>
Heat Pumps and enabling works for retrofitting heat pumps in the future	
Electric heating improvements	Faulty appliances may be replaced if irreparable, judged on a case by case basis.
Heating controls	New controls must be installed alongside at least one other qualifying improvement
Heating cylinder improvements and replacements	Can only be installed where existing boiler/heating system is to be retained or boiler / heating system to be replaced.
New central heating system	Eligible where no central heating system is currently installed in the home – all required insulation will need to be undertaken to the property first including roofs, lofts and cavity walls
<b>Other measures</b>	

Ventilation	<p>May be installed where:  One or more building fabric measure is installed or  At least one other qualifying improvement is installed and there is clear evidence of condensation, damp or mould (documentation to be provided)  entirely at the discretion of Happy Energy Solutions as evidenced by the Technical and Energy Performance Assessment</p>
Remedial work	<p>Can be carried out where necessary to enable installation of a qualifying improvement, at discretion of Happy Energy Solutions.</p>
Smart technologies (for example meters, controls or monitoring devices)	<p>Depending on individual property</p>
Renewable technologies and battery storage	<p>Depending on individual property</p>