

TERMS AND CONDITIONS OF THE MAX ACCREDITED INSTALLER SCHEME

ALL HEATING ENGINEERS TAKING PART IN THE IDEAL HEATING MAX ACCREDITED INSTALLER SCHEME, DO SO SUBJECT TO THE FOLLOWING CONDITIONS. HAVING EFFECT FROM 15th MARCH 2021.

1. Introduction

- 1.1. The Max Accredited Installer (Max AI) Scheme is operated by Ideal Boilers Limited as an extension of the Connect Scheme, (each scheme as defined below) under which points may be claimed and used by members of the Max AI Scheme in exchange for additional Max AI Scheme rewards.
- 1.2. The Max AI Scheme is open to members of the Connect Scheme that have achieved defined standards and/or targets. The purpose of the Max AI Scheme is to provide customers with the opportunity to hire heating engineers that are skilled and experienced with Ideal Heating's products.
- 1.3. These terms and conditions were last updated on 15th February 2021.

2. Definitions

- 2.1. **"Account"** refers to Your account with the Max AI Scheme, detailing the Points collected and Points redeemed when You purchase the Rewards.
- 2.2. **"Connect Scheme"** refers to the Ideal Heating loyalty scheme available to all Gas Safe Registered professional heating engineers in the UK and Channel Islands as more particularly described at www.installerconnect.com.
- 2.3. **"Groupe Atlantic"** refers to any holding and/or subsidiary company of Ideal Heating as defined under sections 736 and 1159 Companies Act 2006 including limited liability partnerships and where ownership of shares in any Groupe Atlantic has been transferred to a third party by way of security, that original parent is still a member of the subsidiary company.
- 2.4. **"Ideal Heating"** refers to Ideal Boilers Limited, a limited company registered in the United Kingdom (company number: 00322137), whose registered office is National Avenue, Hull, East Yorkshire, HU5 4JB, together with other companies within the Groupe Atlantic.
- 2.5. **"Insolvent"** refers to an event where any one of the following occurs in relation to a party:
 - (a) any step or action is taken, any notice, document, petition or application is filed at court, or any resolution is passed, in connection with that party entering administration, a moratorium, provisional liquidation, a company voluntary arrangement, an arrangement under Part 26A of the Companies Act 2006 or any other composition or arrangement with its creditors (other than in relation to a solvent restructuring), bankruptcy, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed over any of its assets;
 - (b) an event similar or analogous to those listed in a) above occurs under the law of any jurisdiction of a party; or
 - (c) a party suspends, or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business;
- 2.6. **"Login Details"** refers to the user name and password which You use to access the Platform;
- 2.7. **"Max AI Scheme"** refers to Ideal Heating Max Accredited Installer scheme, relating to the Qualifying Products, which You may apply for in accordance with condition 6.

- 2.8. **“Max AI Pack”** refers to a selection of discounted merchandise and other related products, as Ideal Heating may make available for purchase by You from time to time as more particularly described on the Platform. All such items are subject to availability and change.
- 2.9. **“Platform”** refers to www.installerconnect.com or any other website or application owned or operated by Ideal Heating (or on Ideal Heating's behalf) which is made available by Ideal Heating to You from time to time, for the purposes of facilitating Your membership of the Max AI Scheme, claiming the Points, ordering the Rewards, updating Your Account and otherwise communicating with Ideal Heating.
- 2.10. **“Points”** refers to points awarded to You by Ideal Heating.
- 2.11. **“Qualifying Products”** means those Ideal Heating products which support qualification to the Max AI scheme, being Logic Max Combi C, Logic Max Heat H, Logic Max System S, Vogue Max Combi and Vogue Max System or as determined by Ideal Heating from time to time.
- 2.12. **“Rewards”** refer to the goods and services made available to Max AI Scheme members, some of which may be purchased using Points, as detailed at condition 8 (and as may be updated from time to time by Ideal Heating in its sole discretion).
- 2.13. **“Third Party Partner”** refers to companies which may make use of the Platform to offer Rewards to You or those which Ideal Heating may use to provide You with some of the Rewards.
- 2.14. **“Virus”** refers to computer viruses, trojans, worms, logic bombs, disabling code or routines or other material which is malicious or technologically harmful.
- 2.15. **“You”** or **“Your”** refers to the sole trader, partnership or company accessing and using the Platform (as the context requires).

3. Acceptance of Terms

- 3.1. These terms and conditions (together with the documents referred to in it) set out the terms and conditions on which You may use the Platform and become a Max AI Scheme member.
- 3.2. By using the Platform, You are accepting and consenting to the practices described in these terms and conditions (such use of the Platform includes accessing, viewing Account information on, initiating transaction on, accepting an offer from a Third Party Partner, or using the Platform in any other way).
- 3.3. Please read these terms and conditions carefully before You start to use the Platform, as they will apply to Your use of the Platform.
- 3.4. Ideal Heating may use Third Party Partners to provide some or all parts of the Platform at Ideal Heating's discretion.
- 3.5. By using the Platform, You confirm that You accept these terms and conditions and that You agree to comply with them.
- 3.6. If You do not agree to these terms and conditions, You must 'opt out' of the Max AI Scheme via the Platform, You are not permitted to use the Platform and must immediately cease Your use of the Platform, and close the browser used to access the Platform.
- 3.7. Ideal Heating reserves the right to update or amend these terms and conditions at any time without prior notice. Every time You wish to use the Platform, please check these terms and conditions to ensure You understand the terms and conditions that apply at that time.

4. Other Applicable Terms

- 4.1. The following terms also apply to Your use of the Platform:

- 4.1.1. Ideal Heating's Connect Scheme terms and conditions, which set out the terms for Connect Scheme members. A copy of our Connect Scheme terms and conditions are available [here](#);
- 4.1.2. Ideal Heating's standard warranty terms and conditions. A copy of these terms are available [here](#);
- 4.1.3. Ideal Heating's Connect Privacy Policy, which sets out the terms on which Ideal Heating process any personal data Ideal Heating collect from You, or that You provide to us through the Platform. A copy of our Privacy Policy is available [here](#);
- 4.1.4. Ideal Heating's Connect Cookies Policy, which sets out detailed information about the cookies Ideal Heating use and the purposes for which Ideal Heating use them on the Platform. A copy of our Cookies Policy is available [here](#); and
- 4.1.5. The terms and conditions of the applicable App store. If You do not accept these terms, You will not be able to download the Platform.

5. Platform, Communications and Feedback

- 5.1. All processes and methods relating to the Max AI Scheme, including applying to become a member of the Max AI Scheme, claiming Points, accessing and ordering the Max AI Scheme Rewards and communicating with Ideal Heating, can be performed through the Platform.
- 5.2. Access to the Platform is not the responsibility of Ideal Heating. Ideal Heating does not guarantee that the Platform will always be available, error free or uninterrupted. Ideal Heating will not be liable to You if the Platform contains inaccuracies or is unavailable at any time or for any period.
- 5.3. Ideal Heating may update the Platform, (and/or change the content, including the right to withdraw or change the Max AI Scheme, or any of its Rewards) at any time without notice to You. Depending on the nature and type of an update, You may not be able to use the Platform until You accept any new or additional terms and conditions.
- 5.4. The Platform is directed to people residing in the United Kingdom only. Ideal Heating does not represent that content available on or through the Platform is appropriate or available in the other locations in which Ideal Heating operate. These other locations may be subject to their own terms and conditions. Ideal Heating may limit the availability of the Platform to any person or geographic area at any time. If You choose to access the Platform from outside the United Kingdom, You do so at Your own risk.
- 5.5. You are responsible for making all arrangements necessary for You to have access to the Platform and for ensuring Your business profile on the Ideal Heating installer look-up on the Platform is always up to date. This can be managed through the Platform or by contacting the Connect support team via email or telephone call. The Max AI Scheme logo is used to indicate which installers on the look-up are members of the scheme.
- 5.6. You will need to create or obtain Login Details to gain access to the Platform. We may ask You to change Your Login Details from time to time as a security measure. You must treat your Login Details as confidential and You must not disclose them to any third party who is not authorised to access your account through the Platform.
- 5.7. Unless caused by Ideal Heating, You are responsible for, and agree to hold Ideal Heating harmless from, any unauthorised access or charges to your account resulting from other individuals having access to your Login Details.
- 5.8. Ideal Heating reserves the right to publish any feedback provided to them regarding a Max AI member; in both digital and print formats. Where this involves Your personal information, Ideal Heating will ensure the review is handled in accordance with the Ideal Heating Privacy Notice.

6. Applying and Achieving Max AI Scheme Membership

- 6.1. When You apply to become a Max AI Scheme member, You agree that Your application and membership shall be governed by these terms and conditions.
- 6.2. Membership of the Max AI Scheme is at the sole discretion of Ideal Heating, and Ideal Heating shall not be obliged to accept any applications for membership of the Max AI Scheme.
- 6.3. Max AI Scheme membership is open to Gas Safe Registered business and trade installers only. For the avoidance of doubt, Ideal Heating does not supply Max AI Scheme membership to consumers and by becoming a member You acknowledge and represent to Ideal Heating that You are acting for the purposes of Your business and not as a consumer.
- 6.4. Applications for the Max AI Scheme are managed centrally through the Ideal Heating marketing department. Your local area sales manager can support You through the application process and during Your membership but is unable to expedite Your membership application or overrule any of these terms and conditions, or any of the other terms and conditions published by Ideal Heating from time to time.
- 6.5. Membership applications are completed through the Platform and are used to confirm that certain criteria have been or can be met by the applicant.
- 6.6. You must ensure that all information You provide to Ideal Heating is complete and accurate. You must keep Your contact and other details up-to-date, using the relevant forms provided via the Platform.
- 6.7. Ideal Heating can only accept one Max AI Scheme membership per company. A named individual will represent that company through the Platform, but the entire company shall be considered as members of the Max AI Scheme.
- 6.8. Named representatives participating in the Max AI Scheme must ensure they have their employer's permission prior to application.
- 6.9. There is no limit on the number of Max AI Scheme members in each geographical area. Local area sales managers will work closely with installers in their area to ensure there is sufficient coverage across the UK and Channel Islands, as deemed so by Ideal Heating from time to time.
- 6.10. Membership to the Max AI Scheme is open to existing members of the Connect Scheme that have achieved several standards and/or targets. You must have:
 - 6.10.1. held an Connect Scheme account for at least six (6) months; and
 - 6.10.2. registered the installation of a minimum of six (6) Qualifying Products in the previous six (6) months through Your Connect Scheme account.
- 6.11. As part of the application process You will be asked to:
 - 6.11.1. provide contact details for a minimum of three (3) customers for Ideal Heating and provide us with permission to obtain positive customer references from; and
 - 6.11.2. complete appropriate Max AI Scheme training (as determined by Ideal Heating in its sole discretion). Only one (1) individual per company needs to pass the training for the company to achieve Max AI Scheme membership. It must be the first individual to attempt the training. After this, the training will be available to complete an unlimited number of times, with no impact if the training is failed on further attempts. Training received as part of the Max AI Scheme is not a substitute for industry certificated training courses or Gas Safe Registration and should not be taken as such.

7. Maintaining Max AI Scheme Membership

- 7.1. To remain on the Max AI Scheme, You must:

- 7.1.1. register a minimum of six (6) Qualifying Product installs within the previous six (6) months, through the Platform;
- 7.1.2. renew the Max AI Scheme training requirements annually to ensure You have strong knowledge of the Ideal Heating's product range;
- 7.1.3. complete additional training ad-hoc, at the request of Ideal Heating (at its sole discretion); and
- 7.1.4. maintain a high level of customer satisfaction, measured by Ideal Heating (at its sole discretion). If You receive negative feedback, the following actions may be required to maintain membership:
 - 7.1.4.1. one (1) negative technical review – the related installation is reviewed by a technical service engineer;
 - 7.1.4.2. one (1) negative customer service review – a fact finding call from the Ideal Heating's telemarketing team to the customer, or a call directly from Your area sales manager, followed by appropriate actions (as considered so by Ideal Heating in its sole discretion) which may include mandatory customer service training; and
 - 7.1.4.3. continuous negative reviews – potential fine of Points and/or termination of Your Max AI Scheme membership and use of the Platform, at the sole discretion of Ideal Heating.

7.2. As a Max AI Scheme member, You agree to:

- 7.2.1. be honest in all dealings with customers and Ideal Heating;
- 7.2.2. be realistic when giving the time it will take to complete discussed work and Your availability to do so;
- 7.2.3. provide a clear and accurate quotation on price including payment terms, in a written format;
- 7.2.4. keep to all appointments booked. If You are unable to make the agreed time or date, You will notify the customer and re-schedule where possible;
- 7.2.5. refer the customer back to Ideal Heating if You are unable to carry out the agreed work;
- 7.2.6. be courteous and respectful to all customers, their property and belongings;
- 7.2.7. act in a professional, polite and ethical manner – maintaining the highest levels of customer service and after-sales care always;
- 7.2.8. present Your company identification and Gas Safe Registration card to customers;
- 7.2.9. reply to and deal with any complaints promptly and without confrontation or abuse;
- 7.2.10. maintain necessary skills and knowledge to complete boiler installations and related work; and
- 7.2.11. accept the responsibility for the actions of employees, sub-contractors and other appointed representatives.

8. Rewards of the Max AI Scheme

- 8.1. In addition to the rewards and benefits offered through the Connect Scheme that are available to all Connect Scheme accounts, You will have access to exclusive Max AI Rewards through the Platform.

- 8.2. Rewards are subject to availability and change at the sole discretion of Ideal Heating without prior notice to You. You should not assume that any Reward will be available or continue to be available to You in the future or at any stated Points value. To claim a Reward, You must have a sufficient Point balance.
- 8.3. Where separate terms and conditions apply to certain Rewards, these will be available on the Platform.
- 8.4. Your membership and associated Rewards cannot be transferred to any other party and are available only to Your company.
- 8.5. You can offer Your customers a twelve (12) year warranty on any Vogue Max products that You install during Your membership to the Max AI Scheme. This warranty is subject to the standard Ideal warranty terms and conditions, available [here](#).
- 8.6. You will receive the first opportunity to accept sales leads in Your postcode, above other installers listed on the Ideal Heating installer look-up on the Ideal Heating website, but equal to other Max AI Scheme members in Your postcode. Ideal Heating is under no obligation to ensure a certain number of sales leads are available to You and do not guarantee that You will receive any specific number of leads or subsequent business.
- 8.7. Subject always to condition 8.2, during Your membership to the Max AI Scheme, You can apply for discounted Checkatrade.com affiliate and/or full level membership through the reward pages on the Platform. To be eligible for Checkatrade.com membership You must pass Checkatrade.com background checks. These checks are not controlled or managed by Ideal Heating. Any information provided to Checkatrade.com is independent of Ideal Heating and Ideal Heating has no responsibility for the content or benefits of Checkatrade.com membership. Click [here](#) to visit the Platform website to learn more.
- 8.8. You will have access to purchase a Max AI Pack of branded products using Your Points.
- 8.9. You may be invited to exclusive Max AI Scheme events hosted by Your area sales manager. Such events may include free training.
- 8.10. You will have access to a free digital service reminder calendar through the Platform, based on your registration history.

9. Third Party Partners

- 9.1. From time to time Ideal Heating may make certain Rewards available to You through the Platform which are provided directly by Third Party Partners with whom Ideal Heating have a relationship. Where You opt to obtain Rewards direct from a Third Party Partner, You will be asked to provide Your consent for Ideal Heating to collect and share Your contact information with those Third Party Partners for the purpose of allowing those Third Party Partners to contact You so that they can provide You with the applicable Rewards.
- 9.2. Ideal Heating is not responsible for the content or any associated representations that those Third Party Partners make about the Rewards.
- 9.3. If You purchase any Rewards from those Third Party Partners via the Platform, You will be entering into a direct contract with those Third Party Partners and Ideal Heating does not assume any responsibility or liability for those Rewards. You will indemnify and hold us harmless for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses), incurred as a result of those third party Rewards and Your use of the same.
- 9.4. Terminating Your access to the Platform, including by terminating Your Max AI Scheme membership, will not necessarily impact the relationship You have entered into with those Third Party Partners. You must contact those Third Party Partners directly to end access to those Rewards. If those third party Rewards can be viewed or accessed through the Platform, Ideal Heating may elect to limit or remove Your ability to view or access them through the Platform at Ideal Heating's discretion.

10. Intellectual Property Rights

- 10.1. Ideal Heating is the owner of any and all intellectual property rights in and to the Platform including any material published by Ideal Heating on it and is the owner of all intellectual property rights of any nature arising out of or in connection with the use, development or enhancement of the Platform by Ideal Heating, including all trademarks, copyright, database rights, and other intellectual property rights (including the appearance and branding of the Platform). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 10.2. The intellectual property rights associated with the branding, name, or use of the same belonging to any Third Party Partner remain with those third parties, and You may not use that intellectual property without first obtaining explicit consent to do so from the applicable third party.
- 10.3. Ideal Heating grant You a non-exclusive, revocable, and limited right to use the Platform solely in accordance with these terms and conditions. At no time do You have permission to use Ideal Heating's name or branding without Ideal Heating's express prior written consent.
- 10.4. Unless otherwise specified in relation to a particular Reward or with Ideal Heating's prior written permission:
 - 10.4.1. any materials which can be downloaded from the Platform are provided to You for Your reference and record-keeping purposes only;
 - 10.4.2. You must not modify any materials You have downloaded in any way from the Platform, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;
 - 10.4.3. Ideal Heating's status (and that of any identified contributors) as the authors of content on the Platform must always be acknowledged;
 - 10.4.4. You must not use any part of the content on the Platform for commercial purposes without obtaining a licence to do so from Ideal Heating (or its licensors); and
 - 10.4.5. if You print off, copy or download any part of the Platform in breach of these terms and conditions, Your right to use the Platform will cease immediately and, without prejudice to any other right or remedy available to Ideal Heating under law or in accordance with these terms and conditions, You must, at Ideal Heating's option, return or destroy any copies of the materials You have made.

11. No reliance on information

- 11.1. Unless otherwise specified in relation to a particular Reward or with Ideal Heating's permission:
 - 11.1.1. the Platform and the content on the Platform is provided for general information only and is not intended to amount to advice on which You should rely; and
 - 11.1.2. You should always use Your own judgement and seek professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Platform.
- 11.2. Although Ideal Heating make reasonable efforts to update the information on the Platform, unless otherwise specified in relation to a particular Reward, Ideal Heating make no representations, warranties or guarantees, whether express or implied, that the content or any information provided on the Platform is accurate, error-free, complete, or up-to-date.
- 11.3. The Platform and Rewards are provided "as is" and without warranty of any kind.
- 11.4. Ideal Heating is not liable to You for any loss or damage arising from action or inaction resulting on Your reliance on the information, content, or materials displayed on the Platform.

12. Limitation of our liability

- 12.1. Nothing in these terms and conditions excludes or limits Ideal Heating's liability for death or personal injury arising from Ideal Heating's negligence, or Ideal Heating's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 12.2. Ideal Heating shall have no liability to You under or in connection with these terms and conditions or Your use of the Platform (whether in contract, tort (including negligence) or any other cause) or if a relevant cause arises from Your breach of these terms and conditions or actions (including Your fraudulent activity or if Ideal Heating follow Your instructions), events outside Ideal Heating's control, or the need to comply with legal requirements.
- 12.3. Notwithstanding the provisions of these terms and conditions, should a court of competent jurisdiction find Ideal Heating liable to You in relation to Your use of the Platform and that liability:
 - 12.3.1. relates to Ideal Heating not having met its obligations under applicable law which Ideal Heating cannot exclude (or limit, to the extent it cannot be excluded), then Ideal Heating will be liable to the extent required by law; or
 - 12.3.2. relates to any other cause (regardless of the form of action or timing), then Ideal Heating will only be liable to You for loss or damage which You personally suffer under any claim or series of connected claims arising from the same cause up to a maximum of £100,000 in the aggregate.
- 12.4. Ideal Heating will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 12.4.1. use of, or inability to use, the Platform;
 - 12.4.2. data lost as a result of Your use of the Platform; or
 - 12.4.3. use of or reliance on any content displayed on the Platform.
- 12.5. Please note that in particular, Ideal Heating will not be liable for:
 - 12.5.1. loss of profits, sales, business, or revenue;
 - 12.5.2. business interruption;
 - 12.5.3. any loss in connection with any error, omission, defect, Virus or system failure;
 - 12.5.4. loss of anticipated savings or investment gains;
 - 12.5.5. loss of business opportunity, goodwill or reputation; or
 - 12.5.6. any indirect or consequential loss or damage.
- 12.6. Ideal Heating will not be liable for any loss or damage caused by a Virus which may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Platform or in relation to Your downloading of any content from the Platform, or on or from any third party website linked to the Platform.
- 12.7. Ideal Heating assume no responsibility for the content of third party websites linked on the Platform. Such links should not be interpreted as endorsement by Ideal Heating of those linked websites. Ideal Heating are not liable for any loss or damage that may arise from Your use of them.
- 12.8. Ideal Heating does not employ any Max AI Scheme members and will not be liable for any loss or damage caused by any Max AI Scheme members as a result of any of their acts or omissions, including any work completed by them.

- 12.9. Ideal Heating are not responsible for, and do not check, that any user is a legal adult, is authorised by You to access the Account information, is trying to use the Platform from a country which has been embargoed, sanctioned, or designated a "terrorist supporting country," or is on any government list of prohibited or restricted companies or persons.
- 12.10. To the extent permitted by law, Ideal Heating exclude all other conditions, warranties, representations or other terms which may apply to the Platform or any content on it, whether express or implied.
- 12.11. You agree to reimburse Ideal Heating in full for any losses we incur as a result of Your breach of, or failure to comply with, these terms and conditions or if Ideal Heating suffer any losses as a result of Your use of the Platform.

13. Suspension/Termination

- 13.1. Ideal Heating may suspend, withdraw, discontinue or change all or any parts of the Platform (including Your membership of the Max AI Scheme) without prior notice.
- 13.2. Ideal Heating may, at any time and without prior notice, suspend or terminate Your use of the Platform and Your access to the Max AI Scheme (in whole or in part) temporarily or permanently. Ideal Heating may do this:
- 13.2.1. if Ideal Heating is making repairs, updates, or conducting maintenance on Ideal Heating's systems;
 - 13.2.2. if Ideal Heating has concerns about the security of the Platform;
 - 13.2.3. if Ideal Heating suspects that the login details for Your Account have been compromised or used fraudulently or in an unauthorised way;
 - 13.2.4. if You commit a breach of these terms and conditions and (if capable of remedy) You fail to remedy such breach within fourteen (14) days after being required by written notice to do so;
 - 13.2.5. if You use the Platform, or otherwise act in a way, that brings Ideal Heating into disrepute or is otherwise deemed unacceptable by Ideal Heating;
 - 13.2.6. if there are legal obligations which Ideal Heating has to meet;
 - 13.2.7. if Ideal Heating is prevented from providing the Platform for any reason beyond Ideal Heating's reasonable control;
 - 13.2.8. if You become Insolvent; or
 - 13.2.9. for any other reason in Ideal Heating's absolute discretion.
- 13.3. Without affecting Ideal Heating's rights or remedies whether under these terms or otherwise and subject always to anything contrary in these terms, where possible, Ideal Heating's will endeavour to give You twenty (20) days' notice of Your suspension or termination of Your use of the Platform and the Max AI Scheme.
- 13.4. Ideal Heating will not be liable to You if for any reason the Platform or the Max AI Scheme (or any part or parts thereof) is unavailable at any time or for any period.
- 13.5. In the circumstance that You leave the Max AI Scheme, third party memberships will continue until Your membership period ends (applicable to Checktrade.com).

14. Viruses

- 14.1. Ideal Heating does not guarantee that the Platform will be uninterrupted, secure or free from Viruses.

- 14.2. You must regularly use and maintain Your own virus protection software.
- 14.3. You must not misuse the Platform by knowingly introducing Viruses. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via denial-of-service attack or a distributed denial-of service attack.

15. Linking to our Platform

- 15.1. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Ideal Heating's part where none exists.
- 15.2. You must not establish a link to the Platform in any website that is not owned by You.
- 15.3. The Platform must not be framed on any other website, nor may You create a link to any part of the Platform other than the home page.
- 15.4. You may not use Ideal Heating's name or branding (including any trade mark) in any way without Ideal Heating's prior written consent, which may be granted, rejected, withdrawn, or conditioned at any time in Ideal Heating's sole discretion.
- 15.5. Ideal Heating reserve the right to withdraw linking permission or the use of Ideal Heating's name or branding without notice, and to approve or reject requests for permission at any time at Ideal Heating's sole discretion.
- 15.6. If You wish to make any use of content on the Platform other than as set out in this condition, please contact us at Enquiries@installerconnect.com.

16. Data Protection

- 16.1. Unless the context otherwise requires, for the purpose of this condition: (i) **Data Protection Law** means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of personal data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the European General Data Protection Regulation (Regulation (EU) 2016/679) (the **GDPR**); the Privacy and Electronic Communications Directive (2002/58/EC), the Privacy and Electronic Communications Regulations 2003 and the Data Protection Act 2018; and (ii) the terms **controller**, **processor**, **processing/process**, **personal data** and **data subject** shall be interpreted and construed by reference to Data Protection Law.
- 16.2. For the purposes of Data Protection Law, You and Ideal Heating (to the extent personal data is processed pursuant to or in connection with these terms and conditions) process personal data as an independent data controller in its own right. Nothing in these terms and conditions (or the arrangements contemplated by it) is intended to construe either Ideal Heating or You as the data processor of the other party or as joint data controllers with one another.
- 16.3. Both You and Ideal Heating shall: (a) comply with its obligations under Data Protection Law; (b) be responsible for dealing with and responding to data subject requests, enquiries or complaints (including any request by a data subject to exercise their rights under Data Protection Law) it receives, unless otherwise agreed by Ideal Heating; and (c) promptly (and without undue delay) notify the other party in writing of any security incident affecting the personal data it processes pursuant to or in connection with the terms and condition, including the unlawful or unauthorised processing of the personal data, to the extent the security incident is likely to affect the other party.
- 16.4. Without prejudice to condition 17.3, Ideal Heating or You (the **Disclosing Party**) agrees that if it provides personal data to the other party (the **Receiving Party**), it shall ensure that it has provided all necessary information to, and obtained all necessary consents from, the data subjects of the personal data, in each case to enable the personal data to be disclosed to the Receiving Party for the purposes of these terms and conditions and in accordance with Data Protection Law.

16.5. In relation to the personal data it receives from the Disclosing Party, Ideal Heating and You shall at all times process the personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organisational measures, and the measures shall, at a minimum, comply with the requirements of Data Protection Law, including Article 32 of the GDPR.

17. Miscellaneous

17.1. These terms and conditions, along with the documents expressly referenced to in these terms and conditions, constitute the entire agreement between You and Ideal Heating in relation to Your use of the Platform and membership of the Max AI Scheme.

17.2. If any part of these terms and conditions becomes or is held by a court to be invalid, illegal, or unenforceable, this will not affect the validity of the remaining terms which will remain in full force and effect.

17.3. Ceasing to use the Platform or to be a Max AI Scheme member does not affect any provision of these terms and conditions which is expressly or by implication intended to continue on in effect.

17.4. Ideal Heating may transfer Ideal Heating's rights and obligations under these terms and conditions to another organisation at any time and at Ideal Heating's discretion. You may not transfer Your rights or obligations to anyone else.

17.5. No attempt by You to vary these terms and conditions will be valid.

17.6. These terms and conditions are written in the English language, and whilst Ideal Heating may publish translations of these terms and conditions in other languages, those translations are provided for convenience only. In the event of a conflict or discrepancy between the English version of these terms and conditions and that of any other language, the English version will prevail.

17.7. These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. The English courts will have exclusive jurisdiction in respect of any disputes.

18. Contact us

If You have any questions regarding these terms and conditions, please contact Ideal Heating by email or post at:

Email: Enquiries@installerconnect.com

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