
digitalenergy® professional Licence (Service Definition)

The Licensor is authorised to grant licences to access and use of certain web-based software services as described in this licence agreement, which sets out the terms and conditions for the provision of those services to the User by the Licensor.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meaning:

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| "Account" | means collectively the personal information, payment information and credentials used by Authorised Users to access the Services through the Web Site; |
| "Agreement" | means this End User Licensing Agreement between the User and the Licensor, comprising these terms and conditions and the Schedules thereto, and any documents expressly referenced therein; |
| "Authorised Usage" | means any limitations on the number of <ul style="list-style-type: none"> (a) concurrent users permitted to access the Services; or (b) transactions carried out by or on behalf of the User within a Subscription Period; or (c) number of building entities on which the Services are used. |
| "Authorised Users" | means personnel, sub-contractors or agents of the User authorised by the User to access the Services; |
| "Charges" | means the Charges for the Services set out in Schedule 1; |
| "Commencement Date" | means the date, specified as such in Schedule 1, from which the Services will be provided to the User; |
| "Confidential Information" | means any information that is received from or on behalf of a disclosing party and/or is obtained by a party or its personnel in connection with or arising out of this Agreement that, if disclosed in tangible form, is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, whether disclosed in tangible form or otherwise, is manifestly confidential. Confidential Information includes this Agreement and the relationship between the parties; |
| "Content" | means any text, graphics, logos, icons, images, audio clips, video clips, page layouts, underlying code and software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website; |
| "Effective Date" | means the date (specified at the beginning of this Agreement) on which this Agreement comes into effect; |
| "Initial Period" | means the initial period, specified in Schedule 1, during which the User is entitled to access the Services by virtue of its payment of a Subscription Fee; |
| "IPL" | means Information Prophets Limited a company registered in England under number 04972699 whose registered office is at The Copper Room, Deva Centre, Trinity Way Manchester M3 7BG; |

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| "Renewal Period" | means any further period following the expiry of the Initial Period, during which the User is entitled to access the Services by virtue of its payment of a further Subscription Fee; |
| "Specified Transactions" | means any transaction specified in the Quotation as being a means of determining the limits of the Authorised Usage of the Services. |
| "Services" | means collectively the online facilities, tools, services or information that the Licensor makes available to the User through the Website either now or in the future, and which are specified in Schedule 2; |
| "Specification" | means any written specification provided by the User to the Licensor to which the Quotation is a response by way of an offer to comply by the provision of the Services; |
| "Specified Usage" | means any variable specified in the Quotation as being a means of determining the limits of the Authorised Usage of the Services |
| "Subscription Fee" | means the annual fee payable by the User in respect of a Subscription Period in order to keep its Account active and to enable it to access the Services; |
| "Subscription Period" | means the Initial Period or a Renewal Period, as the case may be; |
| "Subscription Term" | means the total period, comprising the Initial Period and any Renewal Periods, during which the User is entitled to access the Services by virtue of its payment of the applicable Subscription Fee; |
| "User Representative" | means the person so designated by the User from time to time, authorised by the User to receive access details for the Services and to create the User's Account; |
| "Website" | means the IPL website www.i-prophets.com and any sub-domains of that website unless expressly excluded. |

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 a Clause or a Schedule is a reference to a Clause of, or Schedule to, this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Provision of Services

- 2.1 The Licensor shall use its reasonable endeavours to ensure that the Services are provided to the User on an error-free basis and without interruption.
- 2.2 Notwithstanding sub-Clause 2.1, the Licensor does not guarantee that provision of the Services shall be error-free or without interruption.
- 2.3 Nothing in this Agreement shall prevent the User procuring similar Services from other sources.

3. Access to Services

- 3.1 The User represents and warrants that it has the authority to enter into this Agreement, to use the Services, and to perform any and all acts as may be necessary under this Agreement, and to grant rights to Authorised Users.
- 3.2 If the User Representative is unable to comply with all the requirements of sub-Clause 3.1 the User shall be prohibited from using the Services.
- 3.3 In order to use the Services and to submit or create Content, the User must create an Account and submit certain personal details. By entering into this Agreement the User represents and warrants that:
- 3.3.1 any information that is submitted is accurate and truthful;
 - 3.3.2 all such information will be kept accurate and up-to-date; and
 - 3.3.3 the means by which the User, the User Representative and/or Authorised Users identify themselves does not violate any part of this Agreement or any applicable laws.
- 3.4 If the User has reason to believe that its Account details have been obtained by another without consent, the User shall contact the Licensor immediately to suspend its Account and cancel any unauthorised orders or payments that may be pending. Orders or payments can only be cancelled up until the point at which the Services are used for the first time through that particular Account. In the event that unauthorised use is made prior to the User notifying the Licensor of the unauthorised nature of the order or payment, the Licensor will suspend access to the Services and the withdrawal of any scheduled payments pending investigation to determine whether or not to cancel access to the Services and make a full or partial refund of the payment to the User.

4. Subscriptions

- 4.1 The initial Subscription Fee will be payable as from the Effective Date. If the Subscription Period is longer than a year and the Subscription Fee is paid annually, an invoice will be submitted not less than 30 days prior to the anniversary of the Commencement Date and the User's entitlement to access the Services may be discontinued with effect from that anniversary until such invoice is paid.
- 4.2 Not less than 60 days prior to the end of the Initial Period, the Licensor will serve a notice on the Customer
- 4.2.1 confirming the date on which the Initial Period will expire; and
 - 4.2.2 the Subscription Fee payable for use of the Service by the Customer during a Renewal Period.
- Unless the User serves notice on the Licensor at least 30 days before the expiry of the Initial Period that it wishes to terminate this Agreement with effect from the end of the Initial Term, the Initial Term will be extended by a further Renewal Period, and the Subscription Fee referred to in Clause 4.2.2 will be payable by the User.
- 4.3 Not less than 60 days prior to the end of each Renewal Period, the Licensor will serve on the User a notice equivalent to that served under Clause 4.2, and the Subscription Term will automatically be extended by a further Renewal Period (and the Subscription Fee referred to in that notice will be payable by the User for the further Renewal Period) unless the User gives notice at least 30 days before the expiry of the then-current Renewal Period that it wishes to terminate this Agreement with effect from the end of that then-current Renewal Period.
- 4.4 The Licensor reserves the right to vary the Subscription Fee for any Renewal Period with effect from the end of the preceding Subscription.
- 4.5 If a User wishes to terminate its subscription or Account it will continue to have access to the Services for the remainder of the prevailing Subscription Period, after which such access will cease unless the User chooses to pay a Subscription Fee to reactivate their subscription and entitle them to access the Services during a Renewal Period.
- 4.6 Where Authorised Usage limitations apply, the User may not exceed any such limitation without entering into a further End User Licence Agreement with the Licensor for such provision, and the new limitations will continue to apply from the next renewal of the User's subscription.
- 4.7 The Licensor reserves the right to vary the subscription fee without notice during a Subscription Period or Renewal Period should the User exceed the Authorised Usage; under these circumstances the Licensor will notify the User of the Specified Transactions or Specified Usage which have been exceeded and to what extent, the increase in the Subscription Fee required and the new Authorised Usage which will apply for the remainder of the Subscription Period or Renewal Period as the case may be. This notification will be accompanied by an invoice for the difference between the original Subscription Fee and the new Subscription Fee and the User will have 30 days either to accept the new Subscription Fee by payment of the invoice or revert to the Authorised Usage.

5. Use of Services

- 5.1 The User may use the Services for any legal purpose in connection with the User's business. The Licensor accepts no liability for use of the Services other than as permitted under this Agreement
- 5.2 The User and Authorised Users ("Users") are permitted to use the Services only in accordance with:
 - 5.2.1 this Agreement; and
 - 5.2.2 any relevant law, regulation or other applicable instrument in their particular jurisdiction.
- 5.3 Subject to any express agreement to the contrary, Users may only access the Services through the normal means for which rights of access are provided by the Licensor. Users shall not attempt to download, convert or otherwise reverse-engineer any part of the Services.
- 5.4 The restrictions set out in sub-Clause 5.3 shall not apply to Content submitted or created by a particular User where that User is downloading their Content, nor to any other Content that a User may have permission to access.
- 5.5 Users may not engage in any conduct that may disrupt provision of the Services by the Licensor or IPL.
- 5.6 Subject to any express agreement to the contrary, Users may not reproduce, copy, duplicate, trade or resell the Services.
- 5.7 Users' rights to use the Services are non-exclusive and non-transferrable.

6. Intellectual Property

- 6.1 Subject to the exceptions in Clause 7, the parties acknowledge that all Content included on the Website, unless submitted or created by the User, is the property of the Licensor or IPL, its authorised Licensors, affiliates or other relevant third parties. The User acknowledges that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 6.2 Subject to Clause 9, Users may not reproduce copy, distribute, store or in any other fashion re-use material from the Website (other than Content created or submitted by the User) unless otherwise indicated on the Website or unless given express written permission to do so by the Licensor.

7. Third Party Intellectual Property

- 7.1 Where expressly indicated, certain Content, such as advertising material, and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted to the User by Clause 6 of this Agreement to use Content from the Web Site. The exceptions in Clause 9 continue to apply. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

8. User Content and Intellectual Property

- 8.1 The User's creation of Content by means of the Services shall be subject to the following rules:
 - 8.1.1 Users must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory or fraudulent;
 - 8.1.2 Users must not submit Content that is intended to promote or incite violence;
 - 8.1.3 Users must not submit Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks;
 - 8.1.4 Users must not post links to other websites containing any of the above types of Content;
 - 8.1.5 Users must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
 - 8.1.6 Users must not impersonate other people, particularly employees and representatives of the Licensor, of IPL or their respective affiliates;
 - 8.1.7 Users must not use the Services for unauthorised mass-communication such as "spam" or "junk mail".
 - 8.1.8 The Licensor has the right, but not the obligation, to pre- or post-screen Content submitted or created by

Users and may flag or filter any Content that it deems appropriate.

8.1.9 If any Content is found to be in breach of this Agreement, the Licensor reserves the right to remove it without notice and may, at its sole discretion, terminate the responsible User's access to the Services.

8.1.10 Users are solely responsible for any and all Content that they submit or create. The Licensor does not endorse, support, represent or otherwise guarantee the accuracy or reliability of any Content other than any sourced directly by the Licensor on behalf of the User under separate agreement which agreement provides such endorsement, support or guarantee.

8.2 By submitting or creating Content the User warrants and represents that it is the author of such Content and / or that it has acquired all of the appropriate rights and / or permissions to use the Content in this fashion. The Licensor accepts no responsibility or liability for any infringement of third party rights by such Content.

9. Limitation of Liability

9.1 Nothing in this Agreement excludes or limits the liability of the Licensor for:

9.1.1 death or personal injury caused by its or its personnel's negligence if, in the case of personnel, they were acting in the course of their employment;

9.1.2 any fraud or fraudulent misrepresentation made by it upon which the other party relied; and

9.1.3 any other liability that cannot lawfully be limited or excluded.

9.2 Subject to the provisions of Clause 9.1, and except for a breach of Clause 22 (Confidentiality) or Clause 6 (Intellectual Property Rights) for which the Licensor's liability is unlimited, the Licensor's aggregate liability to the User per claim in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under, in connection with or in relation to the performance or contemplated performance of this Agreement shall not exceed the Charges payable by the User for the Subscription Period during which the claim arose.

9.3 The Licensor shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising.

9.4 Both parties acknowledge and agree that the limitations and exclusions of liability set out in this Clause 9 are reasonable and have been agreed taking into account the commercial value of this Agreement to each party and the commercial standing of each party.

10. Fair Use of Intellectual Property

Content may be copied, transmitted, performed, adapted or otherwise re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or other relevant legislation apply.

11. Links to Other Websites

11.1 The Website may provide links to other websites as part of the Services. Unless expressly stated, such websites are not under the control of the Licensor, of IPL or their respective affiliates. The parties acknowledge that neither the Licensor nor IPL assumes any responsibility for the content of those other websites and disclaims liability for any and all forms of loss or damage arising out of the use of them. The inclusion on the Website of a link to another website does not imply any endorsement of that website or of those in control of it.

11.2 If the User wishes to place a link to the Website on another website, it may do so only to the home page in the absence of any prior permission. Deep linking (i.e. links to specific pages within the Website) requires the express permission of IPL which must be sought via the Licensor.

12. Warranties and Indemnities

12.1 The Licensor warrants, represents and undertakes to the User, on a continuing basis that:

12.1.1 it shall provide or procure the provision of the Services in accordance with this Agreement, in a competent, effective and safe manner and in compliance with all applicable laws, enactments, orders, regulations, standards and other similar instruments;

12.1.2 the performance of the Services does not and will not infringe any Intellectual Property Rights of any third party (but, for the avoidance of doubt, the Licensor does not give any warranty, representation or undertaking for matters included in the Specification by the User which the Licensor could not reasonably

have known was an infringement).

- 12.2 If any third party makes a claim against, or notifies an intention to make a claim against the User that may reasonably be considered to give rise to a liability under the indemnity in Clause 12.1, the User will give the Licensor written notice of the matter as soon as reasonably practicable, explaining the nature of the claim in reasonable detail from the information in the User's possession.
- 12.3 The Licensor shall use reasonable endeavours to ensure that all information provided on the Website and the Services is accurate and up to date, however neither the Licensor nor IPL makes:
- 12.3.1 any warranty or representation that this will always be the case; nor
 - 12.3.2 any guarantee of any specific results from the use of the Website or the Services other than those expressly provided in the description of the products and Services in Schedule 2.
- 12.4 No part of the Website or the Services is intended to constitute advice and the Content of the Website and the Services should not be relied upon when making any decisions or taking any action of any kind unless expressly stated by the Licensor and subject to any limitation on the class or class of persons and their qualifications to and for whom such advice is stated by the Licensor to be provided.
- 12.5 The User acknowledges that whilst every effort has been made to ensure that all descriptions of Services available from the Licensor correspond to the actual services available, the Licensor is not responsible for any variations in interpretation of these descriptions.

13. Availability of the Website and the Services

- 13.1 The Website and the Services are provided "as is" and on an "as available" basis and as described in Schedule 2. The Licensor gives no warranty that the Website or the Services will be free of defects and/or faults. To the maximum extent permitted by law the Licensor provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 13.2 The Licensor accepts no liability for any disruption or non-availability of the Website or the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 13.3 Services designated as "Support Services" in Schedule 2 are only available to those Authorised Users who have satisfactorily completed a training course designated by either the Licensor or IPL as being suitable for the purpose of qualifying them to be in receipt of such services.

14. Term and Termination

- 14.1 This Agreement shall come into effect on the Effective Date and shall continue in force until the end of the Subscription Term or any Renewal Term unless and until earlier terminated either by the User or by the Licensor in accordance with this Clause 14 or Clause 23.
- 14.2 The Licensor reserves the right to terminate this Agreement, the User's Account and the User's access to the Services at any time if:
- 14.2.1 the User has committed a material breach of this Agreement, unless such breach is capable of remedy, in which case the right to terminate will be exercisable if the User fails to remedy the breach within 14 days after a written notice to do so;
 - 14.2.2 the User has indicated, expressly or impliedly, that it does not intend to or is unable to comply with this Agreement; or
 - 14.2.3 The Licensor is required to do so by law.
- 14.3 If the Licensor terminates a User's Account or subscription, the User will cease to have access to the Services from the effective date of termination.
- 14.4 If the Licensor terminates the User's Account in accordance with Clauses 14.2.1 or 14.2.2 the User will not be entitled to any refund of the Subscription Fee for any unexpired portion of the then-current Subscription Period.
- 14.5 If the Licensor terminates the User's Account or subscription in accordance with Clause 14.2.3, the User will be refunded any remaining balance of their Subscription Fee.
- 14.6 In the event that this Agreement is terminated in accordance with this Clause 14, any Content that the User has

submitted or created will become subject to clause 14.9, however copies may be retained by the Licensor as part of standard backup procedures.

14.7 Upon termination or expiry of this Agreement for any reason, the following clauses shall survive and remain in effect:

14.7.1 Clause 1 (Interpretation);

14.7.2 Clause 6 (Intellectual Property);

14.7.3 Clause 9 (Indemnities and Limitation of Liability);

14.7.4 Clause 20 (Confidentiality);

14.7.5 Clause 21 (data Protection); and

14.7.6 (insofar as the relevant breach arises in the period during which this Agreement is in force) Clause 9.

14.8 On expiry or termination of this Agreement for any reason, the Licensor shall promptly return to the User in a usable format, or if directed by the User certify the disposal of, any and all Content including software, data and other materials of the User in its custody or control.

15. No Waiver

15.1 In the event that either the User or the Licensor fails to exercise any right or remedy contained in this Agreement, this shall not be construed as a waiver of that right or remedy.

16. Sub-Contracting and Assignment

16.1 The Licensor may use third party sub-contractors to perform all or any of the Licensor's obligations under this Agreement, provided that the Licensor shall (subject to Clause 9) be primarily responsible and liable for the acts, defaults, omissions and/or neglect of any such sub-contractors as if those acts, defaults, or omissions had been those of the Licensor.

16.2 If a person (the "Successor") succeeds (whether by sale, assignment, transfer, merger, operation of law or otherwise) to the whole or part of the business of the User, or if the User outsources the management of this Agreement to a third party facilities management supplier (who shall also be or deemed to be a Successor) the User may request from the Licensor the right to novate the Agreement to the Successor and if the Licensor consents the Successor shall have the right to accept and assume the User's rights and obligations under or in connection with this Agreement. In such case, the User and the Successor may effect the novation by giving the Licensor written notice in which the Successor agrees to accept and assume the rights and obligations of the User. The effect of such notice will be that:

16.2.1 the Successor will be substituted for the User with effect from the date specified in the notice and the User will no longer have those rights and obligations but such notice shall not affect any rights or obligations in respect of Services provided prior to that date;

16.2.2 the User will be entitled and bound to pass over to the Successor all information, records and other data which it has in relation to this Agreement but may retain one copy for record-keeping purposes subject to the obligations of confidentiality set out in this Agreement; and

16.2.3 any limit on the liability of the User under this Agreement will apply to the User and the Successor on an aggregated basis so that the maximum combined liability of the User and the Successor will not exceed the limit of liability of the User before the novation takes effect, but where a Successor succeeds to part of the business of the User, the User and the Successor may only exercise their rights under this Clause 16.2 where the relevant part of the business encompasses this Agreement.

17. Severance

17.1 Whilst every effort has been made to ensure that the terms of this Agreement adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any such term is found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from this Agreement and shall not affect the validity and enforceability of its remaining terms. This Clause 17 shall apply only within jurisdictions where a particular term is illegal.

18. Entire Agreement

- 18.1 This Agreement embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither the User nor the Licensor shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently.

19. Notices

- 19.1 All notices / communications shall be sent by either party by post or email to the other party at the address shown in Schedule 1 or such other address notified by that party for such purpose from time to time. Such notice will be deemed received 3 days after posting if sent by first class post, on the day of sending if by email and the email is received in full on a business day, and on the next business day if the email is sent on a weekend or public holiday.

20. Confidentiality

- 20.1 Neither party will disclose Confidential Information of the other (the "disclosing party") to any third party other than its personnel (subject to Clause 20.3) without the prior written consent of the disclosing party. Each party agrees that any Confidential Information received from the other party or obtained during the provision of the Services shall only be used for the purposes of providing or receiving Services under this Agreement. These restrictions will not apply to any information that:

- 20.1.1 is in or enters the public domain other than as a result of a breach of an obligation under this Clause 20;
- 20.1.2 is acquired from a third party who owes no obligation of confidence in respect of the information; or
- 20.1.3 is or has been independently developed by the recipient or was known to it prior to receipt.

- 20.2 Notwithstanding Clause 20.1, each party will be entitled to disclose Confidential Information of the other (i) to their respective insurers or legal advisers (in the case of legal advisers for the purposes of any actual or threatened dispute between the parties), or (ii) to a third party to the extent that this is required, by any court of competent jurisdiction, or by a governmental or regulatory authority or a professional body of which the party wishing to make the disclosure or its personnel are members and which is relevant to the Services, or where there is a legal right, duty or requirement to disclose, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than two (2) business days' notice in writing is first given to the other relevant party.

- 20.3 Each party shall procure that its personnel (i) do not use or disclose any Confidential Information other than as provided in Clauses 20.1 and 20.2; and (ii) are contractually bound by obligations of confidentiality no less onerous than in this Clause 20. Each party shall be liable to the other for any breach of confidentiality by any of its personnel.

21. Data Protection

- 21.1 The Licensor shall and shall procure that its personnel shall, at all times during and following the ending of this Agreement:

- 21.1.1 comply with all relevant obligations of the Data Protection Act 1998 and any other applicable data protection and privacy legislation;
- 21.1.2 only process the User's Personal Data ("Personal Data" being as defined in the Data Protection Act 1998) as directed by the User and in accordance with the terms of this Agreement
- 21.1.3 maintain at least the level of security and safeguards needed to comply with the data protection principles set out in relevant legislation, and in particular take appropriate technical and organisational measures against unauthorised and unlawful processing of, and against accidental loss or destruction or damage to, the user's Personal Data;
- 21.1.4 permit only those of its personnel that it reasonably believes are reliable and need to do so to have access to any of the User's Personal Data, such access being for the purposes of the Agreement only; and
- 21.1.5 not transfer or make available any of the User's Personal Data outside the United Kingdom without the User's prior written consent, which the User may give or withhold at its absolute discretion.

22. Agency and Third Party Rights

22.1 The Licensor is an independent contractor and neither party is an agent or partner of the other.

23. Force Majeure

23.1 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 3 months, either party may terminate this Agreement by written notice to the other party.

24. Law and Jurisdiction

24.1 This Agreement and all other aspects of the relationship between the User and the Licensor shall be governed by and construed in accordance with the Laws of England and Wales.

24.2 Any dispute between the User and Licensor relating to this Agreement and all other aspects of the relationship shall fall within the exclusive jurisdiction of the courts of England and Wales.

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