

MEMBERSHIP

APPLICATION

ReFLEX Orkney is pioneering an integrated, affordable, low carbon energy system for the future.

ReFLEX Orkney membership is free and becoming a member gives you access to all ReFLEX products and services **available exclusively to Orkney residents**. You do not need to buy any products or services to be a member. You need to be 18 or over.

By joining you will become a member of a world-leading carbon reduction project. We will help you better understand your energy use and you can help us shape the project and demonstrate how communities can create smart local energy systems.

HOW ReFLEX ORKNEY MEMBERSHIP WORKS

**To become a member just fill in and sign this form** and return it to us with proof of address. Please print and sign the form and then attach photos or scan of the signed form to the email. If you don’t have a printer we can post a form to you. You can also use an e-signature if you have software for that.

**Verify your Orkney residence.** We're asking for proof of address - such as a utility or council tax bill - because our funding means ReFLEX Orkney services are only available to Orkney residents.

**You can submit your application:**

* **By email to info@reflexorkney.co.uk** along with your proof of address. Please email proof of address by scanning or taking a photo of the document and sending as an attachment. If you’re unsure, phone us on 01856 480008 and one of our team will walk you through the step.
* **By post** send it to the address below with proof of address, which we will return to you.
* **By phone on 01856 480008**. If you prefer, one of our team will be happy to take your details for membership over the phone. We will then email or post out an agreement for you to sign, which you can return in store or to info@reflexorkney.co.uk along with proof of address.

**Unlock your member benefits**

Once you send in your application you’ll be given a unique member ID number that confirms that you are an Orkney resident and member of the project.

A member of our team will be in touch to follow up on the ReFLEX Orkney products and services that may be of interest to you, so please mark your preferences on this form.

|  |  |  |
| --- | --- | --- |
|  | **ReFLEX Experience Centre**Unit 1 Warness ParkHatstonKirkwall KW15 1ZL | **Call or email:** T: 01856 480008E: info@reflexorkney.co.uk |

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YOUR DETAILS

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Postcode** |  |
| **Email** |  |
| **Phone - day \*** |  |
| **Phone - evening \*** |  |
| **Phone - mobile \*** |  |

\* Alternative phone numbers help us ensure we can reach you if you sign up to services that require home visits for surveys or installation at your property.

|  |  |  |
| --- | --- | --- |
| **Is Orkney your primary place of residence?** |  | You can only be a member of ReFLEX Orkney if Orkney is your primary residence. Under our funding rules people with holiday homes or second home are not eligible. |

**ReFLEX Orkney e-newsletter:**

Sign up here to stay up to date on the latest project news and offers: [www.reflexorkney.co.uk/media/newsletters](http://www.reflexorkney.co.uk/media/newsletters)

HOW WOULD YOU LIKE US TO CONTACT YOU?

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Email  |  | Text |  | Phone |  | Post |  |

PLEASE SELECT THE EXISTING REFLEX SERVICES YOU ARE INTERESTED IN

|  |  |
| --- | --- |
| **Electric vehicles - leasing a new vehicle** |  |
| **Electric vehicles – buy-to-order used** |  |
| **Electric vehicle chargers** |  |
| **Car Club** |  |

IF REFLEX IS ABLE TO OFFER THESE SERVICES IN FUTURE, WHICH ONES WOULD BE OF INTEREST TO YOU?

|  |  |
| --- | --- |
| **Solar PV** |  |
| **Batteries** |  |
| **Heating** |  |
| **Solar Thermal** |  |
| **Wind** |  |

HELP US UNDERSTAND YOUR NEEDS AND FUTURE INTEREST

**The questions below are not required for membership** but having a bit of detail about your current energy use and technology at home will help us identify solutions that work for your specific circumstance. Understanding your needs and preferences for future products and services will help us refine and develop our products and services. So it would be great if you can fill in anything that is relevant to your current situation and future interests.

|  |  |
| --- | --- |
| **TRANSPORT – ELECTRIC VEHICLES & CHARGERS** |  |
| Do you have a car, truck or van? If so what type is it? Diesel, petrol, electric, other? |  |
| When do you expect to next change your vehicle? |  |
| Are there public car chargers near where you live? |  |
| Would you get an electric vehicle if you cannot have a charger at your home? |  |
| Do you have a charger at home already?  |  |
| **TRANSPORT – CAR CLUB** |  |
| Would you use a Car Club if there was a location near your home? |  |
| If the Car Club had vans would you be more likely to use the Car Club even if you don’t live near a Car Club location? |  |
| **HEATING**  |  |
| What type of heating is currently in your property? Oil, electric storage heaters, heat pump (air to water, air to air, or ground source), electric boiler or other?  |  |
| Are you looking to replace your heating system over the next 2 years? |  |
| If yes, what type of heating are you interested in? If you aren’t sure that is fine too. |  |
| **ELECTRICITY TARIFF** |  |
| Who is your current electricity supplier? |  |
| Do you have a pre-payment meter or do you pay your electricity bills monthly / by direct debit?  |  |
| Are you on a fixed price tariff or flexible rate? If it’s a fixed price, when does your contract expire? |  |
| Do you have a smart meter at home? If so what kind? |  |
| Do you have an energy monitor at home? If so what type? |  |
| **BATTERIES**  |  |
| Are you interested in getting a battery at home?  |  |
| **MICROGENERATION** |  |
| Do you have microgeneration at home? If so what kind? Wind, solar? What size generator in kW? |  |
| Are you considering getting microgeneration in the future? If so what types are you interested in? |  |
| **OTHER PROJECTS** |  |
| Are you or have you taken part in any other energy projects such as SMILE Orkney? |  |



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TERMS AND CONDITIONS OF ReFLEX ORKNEY MEMBERSHIP

**Please read and sign the terms and conditions to complete your application pack.**

**By signing up to participate in the ReFLEX Orkney project (the “Project”) you accept these terms and conditions.** You should read them carefully. By completing the sign-up process you are making an application to us for membership of the Project. Our acceptance of your application will take place when we issue a written confirmation to you of your membership.

**We will not charge you for joining the ReFLEX Orkney project.**

1. By joining the Project you agree that we and certain other Project partners can use your personal data. The Privacy Statement reflexorkney.co.uk/privacy-notice, and the Privacy Notice reflexorkney.co.uk/privacy-notice together with paragraph 6 below explains how we and certain other Project partners will collect and use your personal data.

1.1 **Who we are.** We are **ReFLEX Orkney Limited** a company registered in Scotland with company number SC648457 and having its registered office at Old Academy Business Centre, Stromness, Orkney, United Kingdom, KW16 3AW.

1.2 **How to contact us.** You can contact us by telephoning our service team at 01856 480008 or by writing to us at info@reflexorkney.co.uk or Customer Service, ReFLEX Experience Centre, Unit 1 Warness Park, Hatston, Kirkwall KW15 1ZL.

1.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

1.4 **Your contact preferences**. We'd love to stay in touch. By completing the membership application form you consent to us contacting you by email, post, text message and telephone in relation to the latest Project news, and goods and services relating to the Project which we feel may be of interest to you [as indicated in your completed membership application form].

**We always appreciate your feedback and other suggestions about the ReFLEX Orkney project.**

2. **Your membership**

2.1 **Who can join the ReFLEX Orkney project.**

By signing up to be a member of the Project you promise us that:

(a) you are at least 18 years of age;

(b) you are ordinarily resident in Orkney; and

(c) all information you provide us is true and accurate.

3. **Some of the benefits of the ReFLEX Orkney project are governed by supplemental terms and conditions.** If you wish to benefit from any of these other benefits, you will be provided with an opportunity to agree to supplemental terms and conditions that will become part of our agreement with you.

4. **Our rights to update these terms and conditions. We may need to update these terms and conditions from time to time.** We will notify you (for example, by email or through our website) at least 30 days before we make any material changes to these terms and conditions. Once any updated terms and conditions are in effect, you will be bound by them if you continue to use your membership.

5. **Our rights.**

5.1 As membership of the Project is free of charge, we do not guarantee that it will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Project for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. Should you have already entered into supplemental terms in relation to specific benefits, then those supplemental terms may apply to any such suspension or withdrawal.

5.2 **We may end the contract.** These terms and conditions are entered into for an indefinite duration. We may terminate your membership at any time and without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your membership will end. This means that we can decide to cease providing the Project even for reasons unrelated to you. We also reserve the right, at our sole discretion, to stop offering membership to the Project without incurring any liability whatsoever.

5.3 **If we breach these terms and conditions**. You have certain rights under law. Nothing in these terms and conditions will affect those rights. If we breach these terms and conditions, or are negligent, we will only be responsible for loss or damage you suffer which is foreseeable (in other words, loss which is a likely result of our breach or negligence). If the loss or damage is not foreseeable, we are not responsible for it.

5.4 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. There are certain things which we agree we will not exclude or limit our liability to you for. These are (a) liability for death or personal injury caused by negligence and (b) any other liability which we cannot limit or exclude under law.

5.5 **Our liability**. We are not responsible to you for loss or damage or any other liability (whether it arises from breach of these terms and conditions or negligence) which is more than £1,000 in aggregate. Please note that unless expressly agreed otherwise your ReFLEX membership is for domestic and private use only. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

5.6 **We are not liable for third party products or services**. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use of or reliance on any products or services made available as part of the Project. You may have the opportunity to enter into agreements with third parties for products or services and in those circumstances your contract for such goods and services shall be with the third party and not with us. You agree that our making available access to or discounts for these third party products and services does not constitute provision of such third party products and services by us, and you will look solely to the applicable third party for provision of the applicable third party products and services and for compensation for any claims, damages, liabilities or losses you may incur in connection with such third party products and services.

6. **How we may use your personal data**

6.1 **How we may use your personal data.** We will collect and use certain data, including your “personal data” as defined under the General Data Protection Regulations (GDPR) and the Data Protection Act 2018 and any other applicable data protection laws (Data Protection Law) in connection with your membership of the Project, including to:

(a) administer the Project and any membership benefit, offering, product or service we may offer from time to time;

(b) keep you updated on how the Project is developing, any membership benefits or offerings, events, places and news relevant to you, including any of the offers, products or services that we make available to our members from time to time.

(c) We may also collect and process personal data in relation to your participation in any of the products and services offered in connection with your membership and we may share this data with certain Project partners, providers and suppliers involved in any such offering, product or service.

6.2 **Privacy Statement and Privacy Notice**. Please review the Privacy Statement reflexorkney.co.uk/privacy-statement together with our Privacy Notice reflexorkney.co.uk/privacy-notice which sets out in greater detail how we process your personal data in accordance with the principles of data protection law. These documents provide information in relation to what personal data we will process, for what purposes, under what lawful basis your personal data is processed, with whom we may share it and how long we will typically keep it. These documents also set out how you can exercise your rights under Data Protection Law in relation to your personal data. The terms of these documents are hereby expressly incorporated herein by reference. By agreeing to these terms and conditions, you are agreeing to the collection and use of your personal data by us for the purposes set out in this Agreement. We reserve the right, in our sole discretion, to make changes or modifications to the Privacy Statement and Privacy Notice at any time and for any reason.

6.3 **Data sharing**. The Privacy Statement and Privacy Notice provides more detail about with whom we may share your personal data, for what purposes and under what lawful basis. We will typically share some of your personal data with partners of the Project and any third party providers or suppliers involved in the Project where such sharing is necessary and provided we have a basis to do so under Data Protection Law. Prior to sharing information about you, we will enter into written contracts as required under law, and use appropriate safeguards to ensure that the transfer of your personal data is carried out in accordance with the requirements of data protection law. Where possible, we will seek to anonymise your data prior to transfer.

6.4 **Data Protection Officer (DPO)**. If you have any questions about how your personal data will be used or shared during your membership of the Project, or you wish to exercise any of your rights under the Data Protection Act 2018 in relation to your personal data then you can contact our DPO at dpo@reflexorkney.co.uk.

7. **Other important terms and conditions**

7.1 **Our intellectual property**. You acknowledge that all the text, images, marks, logos, databases, compilations (meaning the collection, arrangement and assembly of information), information, data, other content, software and materials displayed in relation to the Project or used by us is proprietary to us or to third parties and may be confidential information or otherwise protected by intellectual property rights. You can only use our copyright or trademarks with our prior written permission.

7.2 **We may transfer this agreement to someone else**. We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we plan to do this. You may not transfer your rights or your obligations under these terms and conditions to another person without our consent.

7.3 **Nobody else has any rights under this contract**. These terms and conditions are between you and us. No other person shall have any rights to enforce any of its terms and conditions.

7.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

7.5 **This is the entire agreement**. This Agreement (these terms and conditions, your membership application, our written confirmation of membership and any other documents incorporated in them) constitutes the entire agreement between you and us, unless we enter into supplemental terms in relation to the Project.

7.6 **Which laws apply to these terms and conditions**. These terms are governed by the laws of Scotland and they are subject to the jurisdiction of the Scottish Courts.

**I hereby consent to the terms and conditions set out above for ReFLEX Orkney Members:**

|  |  |
| --- | --- |
| **NAME:** |  |
| **SIGNATURE:** |  |
| **DATE** |  |

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