

DECEMBER 2025

YorEnergy Retrofit Retrofit Professionals Terms of Agreement

Prepared by YorEnergy



YorEnergy Retrofit Retrofit Professionals Marketplace Agreement

This Agreement is made between YorEnergy ("YorEnergy") and [Retrofit Professional Company Name] or [Individual Name] ("the Professional"), with CYD Innovation Ltd ("CYD Innovation") acting as the appointed Retrofit Specialist Management and Delivery Agent for the YorEnergy Retrofit Retrofit Professionals Marketplace.

The purpose of this Agreement is to set out the terms under which the Professional joins the YorEnergy Retrofit Retrofit Professionals Marketplace, ensuring compliant delivery of PAS2035:2023 Retrofit Professional services, including Assessment, Coordination, and Design. All scheduling, performance management, assignment of work, quality assurance and project governance will be managed by CYD Innovation (Company no. 13115527). The Retrofit Professional shall not contract directly with any customer.

Retrofit Professional:	[COMPANY NAME] LIMITED registered in England and Wales with Company Number: [COMPANY NUMBER ACCORDING TO COMPANIES HOUSE] whose registered office is at [COMPANY ADDRESS ACCORDING TO COMPANIES HOUSE] [OR] [FULL NAME OF INDIVIDUAL IF NOT A COMPANY] of [HOME ADDRESS]
Agent:	YorEnergy LTD registered in England and Wales with Company Number: 16041069 whose registered office is at 1a Low Ousegate, York, YO1 9QU.
Management Agent	CYD Innovation LIMITED registered in England and Wales with Company Number: 13115527 whose registered office is at Greenfield Business Centre Greenfield Road, Greenfield, Holywell, Wales, CH8 7GR.
Effective Date:	12/01/2026
Services:	Those services set out in the Retrofit Retrofit Professionals Lot Specification
Territory:	Yorkshire
Initial Term:	From the Effective date to 12th January 2026
Joining Fee:	£200
Purpose	The purpose is to set out the terms under which the Retrofit Professional joins the YorEnergy Approved Retrofit Professionals List, ensuring delivery of PAS2035:2023 compliant professional services to Customers, with scheduling and performance managed by Cyd Innovation Ltd.

CONDITIONS

1. Interpretation

1.1 Definitions:

Business Day:	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours:	the period from 9.00 am to 5.00 pm on any Business Day.
Conditions:	these terms and conditions set out in 1 to 13 (inclusive).
Contract:	this contract under which the Retrofit Professional appoints the Agent, in accordance with the Contract Details, the Mandatory Policies, these Conditions and any Schedules.
Control:	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
Customers:	those persons or entities referred to the Retrofit Professional pursuant to this agreement
Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK.
Effective Date:	the date the Contract takes effect, as set out in the Contract Details
Initial Term:	the initial term of the contract, as set out in the Contract Details
Intellectual Property:	all intellectual property rights owned or used by the Agent in connection with the supply of Customers to the Retrofit Professional (including trade marks, service marks, business names, goodwill and the right to sue for passing off, domain names, and rights in confidential information) in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies:	the mandatory policies and procedures listed in Schedule 2, as amended by notification of no less than 14 days by either party to the other from time to time.
Net Revenue:	in relation to any Service, the price actually charged to the customer less any value added or other sales tax thereon included in the price.
Services:	the services of the type and specification supplied by the Retrofit Professional and described in the Contract Details by the Retrofit Professional and which the Retrofit Professional by this agreement permits the Agent to promote and market in the Territory but excluding any services which the Retrofit Professional ceases to supply provided that 1 months' written notice of any such cessation has been delivered to the Agent.
Services Intellectual Property:	all intellectual property rights owned or used by the Retrofit Professional in connection with the supply of the Services (including trade marks, service marks, business names, goodwill and the right to sue for passing off, domain names, and rights in confidential information) in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Quarter:	each period of three calendar months the first of which shall be on the three month anniversary of the Effective Date of this Agreement.
Territory:	the areas or market sectors specified in the Contract Details.
Year:	the period of 12 months from the Effective Date and each consecutive period of 12 months thereafter during the period of this Contract.

2.1 YorEnergy hereby appoints the Retrofit Professional, and the Retrofit Professional accepts such appointment, as a non-exclusive provider of PAS2035:2023 Retrofit Professional Services within the YorEnergy Retrofit Retrofit Professionals Marketplace. This appointment grants the Retrofit Professional the right to be considered for Project Assignments but imposes no obligation on YorEnergy or CYD Innovation to allocate any minimum volume of work.

2.2 The Retrofit Professional acknowledges and agrees that CYD Innovation Ltd, acting as YorEnergy's appointed Retrofit Specialist Management and Delivery Agent, shall retain full and absolute discretion regarding:

- (a) the allocation, scheduling and withdrawal of Project Assignments;
- (b) the determination of which Retrofit Professional is most suitable for any given dwelling or programme of works;
- (c) performance monitoring, quality oversight and operational management; and
- (d) the reassignment of any Project Assignment where CYD Innovation reasonably determines it necessary to protect customer outcomes, programme delivery or PAS2035 compliance.

2.3 The Retrofit Professional shall have no authority whatsoever to enter into any contract, make any representation, or create any obligation on behalf of YorEnergy, CYD Innovation or any customer. Any attempt to do so shall constitute a material breach of this Agreement.

2.4 The Retrofit Professional must not market or offer Retrofit Professional Services directly to customers, installers, local authorities, funders or any third parties introduced through the YorEnergy Marketplace, unless expressly authorised in writing by CYD Innovation. For the avoidance of doubt, all Customer interaction flows through YorEnergy or CYD Innovation.

2.5 YorEnergy and CYD Innovation reserve the unrestricted right to appoint additional Retrofit Professionals or to deliver Retrofit Professional Services directly, without creating any entitlement or expectation of exclusivity for the Retrofit Professional.

2.6 Nothing in this Agreement creates a partnership, joint venture, employment relationship or fiduciary duty between the parties. The Retrofit Professional acts strictly as an independent contractor.

3. Retrofit Professional's Obligations

3.1 The Professional shall deliver all Services in full and compliance with PAS2035:2023, including all associated guidance, conventions, technical manuals and scheme requirements applicable to Retrofit

3.2 The Retrofit Professional must ensure that all employees, subcontractors or associated persons delivering any part of the Services under this Agreement:

- (a) hold valid and current qualifications, accreditations and training appropriate to the PAS2035 role performed;
- (b) maintain continuing Retrofit Professional development in line with TrustMark or relevant scheme requirements; and
- (c) adhere to all Mandatory Policies and quality standards set out in this Agreement.

3.3 When undertaking a Project Assignment, the Retrofit Professional shall:

- (a) perform all tasks with due skill, care, diligence and Retrofit Professional judgement expected of a competent PAS2035 practitioner;
- (b) cooperate fully with CYD Innovation, YorEnergy, installers and other appointed Retrofit Professionals;
- (c) provide all reports, assessments, designs, plans, strategies and documentation using the templates, software and submission methods mandated by CYD Innovation; and
- (d) meet all deadlines issued by CYD Innovation unless an extension is expressly granted in writing.

3.4 Retrofit Assessors must:

- (a) carry out all property visits professionally and respectfully, following safeguarding expectations;
- (b) identify all relevant risks including damp, mould, ventilation inadequacies, structural defects and occupancy-related issues;
- (c) submit all required reports within 48 hours of completing the assessment;
- (d) correct any errors or omissions within 24 hours of notification; and
- (e) escalate urgent risks immediately in accordance with YorEnergy and CYD Innovation protocols.

3.5 Retrofit Designers must:

- (a) prepare retrofit design documentation that is technically robust and aligned with PAS2035 risk pathways;
- (b) complete complex measure designs within 5 Business Days unless otherwise instructed;
- (c) ensure all designs support safe installation and long-term building performance; and
- (d) provide full product specifications, moisture strategies, ventilation strategies and risk assessments.

3.6 Retrofit Coordinators must:

- (a) take overall responsibility for the compliance, quality control and governance of each assigned retrofit project;
- (b) prepare the Improvement Option Evaluation, Medium Term Plan, Condition Report and Ventilation
- (c) oversee installer briefing and ensure installers understand and adhere to the design intentions;
- (d) conduct mid-install and post-install checks where required under PAS2035; and
- (e) compile and submit a complete Property File at project conclusion.

- 3.7 The Retrofit Professional must immediately notify YorEnergy and CYD Innovation if they encounter:
- (a) delays, access issues or customer refusal;
 - (b) information gaps that prevent PAS2035 compliance;
 - (c) any inconsistency between assessment, design or installation stages; or
 - (d) any risks to customer safety or building integrity.

3.8 The Retrofit Professional shall not undertake any Service unless they are satisfied that they have adequate information, competency, resources and technical capability to complete the work to the required standard.

3.9 Repeated non-compliance by the Retrofit Professional with PAS 2035 requirements, deadlines, quality standards, or any direct instruction issued by YorEnergy or CYD Innovation shall amount to a material breach of this Agreement. YorEnergy may, at its discretion, suspend or remove the Retrofit Professional from the Marketplace or terminate this Agreement. YorEnergy will provide written notice of the non-compliance and may offer the Retrofit Professional an opportunity to remedy the breach where appropriate, but shall not be obliged to do so where the breach is serious or persistent.

4. Prices and Supply Terms

4.1 The Retrofit Professional acknowledges and agrees that all Services performed under this Agreement are commissioned, managed, quality-assured and governed exclusively through CYD Innovation Ltd acting on behalf of YorEnergy. No aspect of the Services shall be construed as being delivered directly to a Customer or customer, and no contractual relationship of any kind shall be deemed to exist between the Retrofit Professional and any Customer or customer.

4.2 The Retrofit Professional shall perform all Services strictly in accordance with the Project Assignment documentation, including any applicable specifications, protocols, templates, digital platforms, timescales and technical requirements issued by YorEnergy and CYD Innovation. YorEnergy and CYD Innovation reserve the right to amend such requirements at any time upon providing written notice, provided such amendments do not materially alter the fundamental nature of the Services.

4.3 The Retrofit Professional shall not make any representations, warranties, statements or assurances to any Customer, customer, installer, subcontractor, third party or member of the public regarding the Services, the suitability of particular retrofit measures, expected outcomes, guarantees, energy savings or any other matter, unless such statement has been expressly authorised in advance in writing by CYD Innovation.

4.4 The Retrofit Professional shall ensure that all Retrofit Professional recommendations, assessments, designs, coordination instructions and compliance documentation are strictly evidence-based, aligned with PAS2035:2023, and fully consistent with the information provided by CYD Innovation and YorEnergy Ltd. Any concerns regarding insufficient information, conflicts between documents or risks to compliance must be raised promptly before proceeding.

4.5 YorEnergy and CYD Innovation may at any time modify or update the templates, digital systems or processes through which the Retrofit Professional must submit reports, designs, assessments, data, evidence or any other deliverables. The Retrofit Professional shall adopt such updated systems in a timely manner and shall

not refuse or delay submission due to changes in format or methodology.

4.6 The Retrofit Professional acknowledges that YorEnergy and CYD Innovation may, at their sole discretion, suspend, postpone, amend or withdraw any Project Assignment without liability. This includes situations where:

- (a) customer consent is withdrawn;
- (b) funding rules or eligibility change;
- (c) installation partners change;
- (d) new information arises affecting risk, feasibility or compliance; or
- (e) YorEnergy or CYD Innovation identify a reason to reassign the project.

4.7 The Retrofit Professional agrees that no minimum volume of Services is guaranteed under this Agreement and that participation in the Marketplace does not create any entitlement to continued work or renewal.

5. YorEnergy and CYD Innovation Obligations

5.1 YorEnergy and CYD Innovation shall act in good faith at all times in the allocation, scheduling and oversight of Project Assignments and shall apply reasonable endeavours to:

- (a) provide sufficient information, context and background required for the Retrofit Professional to begin PAS2035 activities;
- (b) communicate any material changes to programme requirements, timelines or customer circumstances; and
- (c) ensure that documentation issued to the Retrofit Professional is clear, accurate and aligned with regulatory Obligations.

5.2 YorEnergy Ltd shall provide the Retrofit Professional with access to the digital systems, templates, reporting platforms and communication channels required to deliver Services. Where training is required for new systems or updated processes, YorEnergy Ltd shall provide or arrange such training.

5.3 YorEnergy and CYD Innovation reserve the right to conduct audits, spot-checks, compliance reviews, desktop assessments, site observations and post-installation evaluations relating to the Retrofit Professional's performance. The Retrofit Professional must cooperate fully and provide access to:

- (a) all documents produced under this Agreement;
- (b) all records required to evidence PAS2035 compliance; and
- (c) any subcontractor or employee involved in the delivery of Services.

5.4 YorEnergy and CYD Innovation shall be entitled to reassign any Project Assignment where they determine, acting reasonably, that reassignment is necessary to:

- (a) protect the customer’s safety or welfare;
- (b) meet funding or regulatory deadlines;
- (c) ensure compliance with PAS2035; or
- (d) address underperformance, delays or communication issues.

5.5 Nothing in this Agreement obliges YorEnergy or CYD Innovation to continue utilising the Retrofit Professional’s Services where ongoing performance, behaviour or compliance is not deemed satisfactory

6. Fees and Payment Terms

6.1 The Retrofit Professional acknowledges that the Joining Fee stated in the Contract Details is payable as a condition of entry into the YorEnergy Retrofit Professionals Marketplace. This fee is non-refundable Unless YorEnergy or CYD Innovation declines the Retrofit Professional’s application.

6.2 Payments shall be made by CYD Innovation to the Retrofit Professional subject to:

- (a) successful completion of the Services in accordance with PAS2035:2023;
- (b) submission of all required documentation, evidence and records;
- (c) acceptance of the completed documents by CYD Innovation following quality assurance checks; and
- (d) compliance with all reporting deadlines.

6.3 For retrofit programmes comprising more than twenty (20) dwellings under a single scheme, YorEnergy reserve the right to introduce a programme administration fee. Any such fee shall:

- (a) be communicated in writing before commencement;
- (b) reflect reasonable administrative overheads associated with large-scale scheme management; and
- (c) not constitute a commission mechanism.

6.4 Payments shall be made monthly in arrears within thirty (30) days of receipt of an undisputed invoice. YorEnergy and CYD Innovation may withhold payment where deliverables are incomplete, inaccurate, non-compliant or require correction.

7. Intellectual Property

7.1 Ownership of Agent Intellectual Property. The Retrofit Professional acknowledges and agrees that all branding, trademarks, trade names, service marks, business names, logos, templates, designs, processes, systems, specifications, digital platforms, documents, data structures and methodologies provided by YorEnergy or CYD Innovation ("Agent Intellectual Property") are and shall remain the exclusive property of YorEnergy or CYD Innovation (as applicable). Nothing in this Agreement shall operate to transfer or assign any ownership rights in such Intellectual Property to the Retrofit Professional.

7.2 Permitted Use of Agent Intellectual Property. The Retrofit Professional is granted a limited, non-exclusive, non-transferable, revocable licence to use the Agent Intellectual Property solely for the purposes of delivering the Services under this Agreement and strictly in accordance with YorEnergy and CYD Innovation's instructions. The Retrofit Professional shall not:

- (a) use the Agent Intellectual Property for any purpose unrelated to a Project Assignment;
- (b) reproduce, adapt, modify, translate or create derivative works from any Agent Intellectual Property except as expressly authorised by CYD Innovation;
- (c) represent that it owns or has any proprietary rights in the Agent Intellectual Property; or
- (d) use any Agent Intellectual Property after termination of this Agreement.

7.3 Marking and Identification. The Retrofit Professional shall ensure that all documentation, designs, assessments, reports, plans and other deliverables produced under this Agreement and containing or referencing Agent Intellectual Property carry any ownership statements, copyright notices, watermarks or proprietary markings required by YorEnergy or CYD Innovation.

7.4 Protection of Agent Intellectual Property. The Retrofit Professional shall not:

- (a) delete, obscure, amend or tamper with any proprietary notices contained in the Agent Intellectual Property;
- (b) use any mark, logo, trade name or design confusingly similar to those of YorEnergy or CYD Innovation; or
- (c) take any step that may diminish, dilute or otherwise adversely affect the value or distinctiveness of the Agent Intellectual Property.

7.5 Reporting of Infringement. The Retrofit Professional shall promptly notify YorEnergy Ltd in writing upon becoming aware of:

- (a) any actual, suspected or threatened infringement of Agent Intellectual Property;
- (b) any unauthorised use of YorEnergy or CYD Innovation marks or materials; or
- (c) any claim by a third party alleging that the use of Agent Intellectual Property infringes their rights.

7.6 Enforcement. The Retrofit Professional shall, upon written request and at CYD Innovation's expense, provide reasonable assistance in any legal or administrative action undertaken by YorEnergy or CYD Innovation to enforce its Intellectual Property rights. This may include providing witness statements, records, technical explanations or other necessary cooperation.

7.7 Ownership of Retrofit Professional Intellectual Property. The Retrofit Professional shall retain ownership of any pre-existing intellectual property owned by them prior to entering this Agreement ("Retrofit Professional Background IP"). However, the Retrofit Professional grants YorEnergy and CYD Innovation an irrevocable, royalty-free, worldwide licence to use, reproduce, adapt and store such Retrofit Professional Background IP where necessary for the purpose of programme delivery, compliance, audit, reporting, quality assurance or regulatory oversight.

7.8 Intellectual Property Created Under This Agreement. All intellectual property created, authored, written, designed, compiled or otherwise developed by the Retrofit Professional during the performance of the Services ("Project Intellectual Property") shall immediately vest in and become the exclusive property of YorEnergy Ltd. The Retrofit Professional hereby assigns (or agrees to assign) to YorEnergy Ltd all rights, title and interest in all such Project Intellectual Property.

7.9 Moral Rights. To the fullest extent permitted by law, the Retrofit Professional waives any moral rights it may have in any Project Intellectual Property and shall ensure that all employees, subcontractors or other individuals engaged in producing such work provide equivalent waivers.

7.10 Use of Third-Party Intellectual Property. The Retrofit Professional warrants that no Project Intellectual Property will infringe any third-party rights. Where the Retrofit Professional proposes to use any third-party Intellectual Property, they must:

- (a) obtain all necessary permissions and licences;
- (b) provide evidence of such permissions to YorEnergy Ltd upon request; and
- (c) ensure that no usage restrictions conflict with the rights granted to YorEnergy Ltd under this Agreement.

7.11 Return and Deletion Obligations. Upon termination of this Agreement, the Retrofit Professional shall:

- (a) immediately cease all use of Agent Intellectual Property;
- (b) return or securely destroy all materials containing Agent Intellectual Property; and
- (c) certify in writing, upon request, that all such materials have been returned or deleted.

7.12 Survival. This clause 7 shall survive termination of this Agreement for as long as any Intellectual Property rights remain enforceable under applicable law.

8.1 General Liability Framework. The Retrofit Professional acknowledges and agrees that their obligations under this Agreement involve the provision of technical, advisory and coordination services requiring a high degree of Retrofit Professional care. Accordingly, the Retrofit Professional shall remain fully responsible for the accuracy, completeness and integrity of all work performed by themselves or by any employee, subcontractor or third party engaged by them in connection with the Services.

8.2 Indemnity for Defective Retrofit Professional Services. The Retrofit Professional shall indemnify and keep indemnified YorEnergy and CYD Innovation against any and all liabilities, losses, damages, costs, expenses, claims, demands, proceedings or judgments (including legal and Retrofit Professional costs) arising out of or in connection with:

- (a) any error, omission, negligence or breach of duty by the Retrofit Professional in delivering the Services;
- (b) any failure to comply with PAS2035:2023 or any other applicable regulation or guidance;
- (c) any failure to exercise reasonable skill, care and diligence;
- (d) any breach of this Agreement;
- (e) any act or omission leading to harm, risk, distress or financial loss to a customer; or
- (f) any use of unqualified, unaccredited or insufficiently trained personnel.

8.3 Liability for Regulatory or Funding Non-Compliance. Where the Retrofit Professional's acts or omissions result in non-compliance with the requirements of funders, local authorities, TrustMark standards, PAS2035:2023 or other statutory obligations, the Retrofit Professional shall be liable for:

- (a) all corrective work required to bring documentation or processes into compliance;
- (b) any financial penalties, repayment of funding or administrative charges; and
- (c) any reputational damage or programme disruption reasonably incurred by YorEnergy Ltd or CYD Innovation.

8.4 Insurance Requirements. Throughout the duration of this Agreement, the Retrofit Professional shall maintain the following insurances with reputable providers authorised to operate in the UK:

- (a) Public Liability Insurance of not less than £1,000,000 per event;
- (b) Retrofit Professional Indemnity Insurance of not less than £500,000 per claim; and
- (c) any additional insurance required by PAS2035, TrustMark or relevant industry bodies.

8.5 Evidence of Insurance. The Retrofit Professional shall provide copies of all insurance certificates:

- (a) upon signing this Agreement;
- (b) upon renewal of the policy; and
- (c) upon request at any time during the term.

Failure to maintain adequate insurance shall constitute a material breach.

8.6 Notification of Claims. The Retrofit Professional shall notify YorEnergy and CYD Innovation immediately upon becoming aware of:

- (a) any actual or threatened claim;
- (b) any incident which may give rise to a claim; or
- (c) any regulatory investigation relating to their Services.

8.7 Rectification of Defective Services. Where any part of the Services is found to be inaccurate, incomplete, non-compliant or defective, the Retrofit Professional must:

- (a) correct and resubmit the documentation within the timeframe stipulated by YorEnergy Ltd or CYD Innovation;
- (b) bear all costs associated with rectification; and
- (c) provide evidence that the defect has been resolved.

8.8 Limitation of Liability of YorEnergy and CYD Innovation. Nothing in this Agreement shall limit or exclude the liability of YorEnergy or CYD Innovation for death, personal injury or fraud. Subject to this:

- (a) YorEnergy and CYD Innovation shall not be liable for any loss of profits, loss of opportunity, loss of goodwill, indirect or consequential loss; and
- (b) the total aggregate liability of YorEnergy and CYD Innovation arising out of or in connection with this Agreement shall not exceed £1.00 for the entire duration of the Agreement.

8.9 Retrofit Professional's Liability Unaffected. For the avoidance of doubt, the limitation at clause 8.8(b) is unilateral and does not limit the Retrofit Professional's liability under this Agreement.

8.10 Survival. This clause 8 shall survive termination of this Agreement.

9. Duration and Termination

9.1 Initial Term and Renewal. This Agreement shall commence on the Effective Date and continue for the Initial Term stated in the Contract Details. Thereafter, it shall automatically renew for successive 12-month periods unless terminated earlier in accordance with this clause.

9.2 Ordinary Termination. Either party may terminate this Agreement:

- (a) during the Initial Term, by giving not less than 30 days' written notice; or
- (b) after the Initial Term, by giving not less than 14 days' written notice.

9.3 Termination by YorEnergy or CYD Innovation for Cause. YorEnergy or CYD Innovation may terminate this Agreement immediately, without notice, if the Retrofit Professional:

- (a) commits a material breach of this Agreement which is incapable of remedy;
- (b) commits a material breach which is remediable but fails to remedy it within 14 days of written notice;
- (c) repeatedly breaches the Agreement such that their conduct is inconsistent with the intention to comply with its terms;
- (d) fails to meet PAS2035:2023 compliance standards;
- (e) loses any qualification, accreditation or registration required for their role;
- (f) fails to maintain required insurance;
- (g) fails to meet performance standards set out;
- (h) breaches data protection obligations;
- (i) acts in a manner which risks harm to customers, the public, YorEnergy Ltd or CYD Innovation;
- (j) becomes insolvent, bankrupt or subject to winding-up proceedings; or
- (k) engages in misconduct, fraud, dishonesty or gross negligence.

9.4 Termination by the Retrofit Professional for Cause. The Retrofit Professional may terminate this Agreement immediately if YorEnergy or CYD Innovation commits a material breach which remains unremedied for 30 days after written notice.

9.5 Reassignment of Work Does Not Constitute Termination. YorEnergy and CYD Innovation retain the right to withdraw or reassign Project Assignments at any time. Such reassignment shall not constitute termination of this Agreement nor give rise to any compensation.

9.6 Obligations Upon Termination. Upon termination for any reason, the Retrofit Professional shall:

- (a) immediately cease representing themselves as part of the YorEnergy Marketplace;
- (b) return or securely destroy all documents, templates, data and materials;
- (c) provide all outstanding deliverables and Property File documents;
- (d) fully cooperate with CYD Innovation or YorEnergy Ltd to ensure smooth reassignment of ongoing projects;
- (e) delete all customer and project data from their systems; and
- (f) cease using all Intellectual Property belonging to YorEnergy or CYD Innovation.

9.7 No Compensation for Termination. The Retrofit Professional acknowledges that termination under this clause does not entitle them to:

- (a) compensation for loss of earnings;
- (b) loss of opportunity;
- (c) loss of goodwill; or
- (d) reimbursement for any costs incurred in preparation for or delivery of the Services.

9.8 Survival. Any clause intended to survive termination shall continue in full force and effect including clauses relating to confidentiality, Intellectual Property, liability and data protection.

10.1 Accrued Rights Preserved. Termination of this Agreement, however arising, shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement that existed prior to termination.

10.2 Outstanding Deliverables. Upon termination, the Retrofit Professional shall immediately deliver to YorEnergy and CYD Innovation:

- (a) any documents, reports, assessments, designs, coordination files or other deliverables that are complete or in progress;
- (b) all notes, raw data, photographs, observations, measurements and evidence collected during assessments or project activities; and
- (c) any part-completed Property Files or PAS2035-required documents.

10.3 Transition and Cooperation. The Retrofit Professional shall fully cooperate with YorEnergy and CYD Innovation to ensure the orderly transfer of any ongoing or incomplete Project Assignments. Such cooperation may include:

- (a) providing explanatory notes regarding project status;
- (b) participating in handover meetings;
- (c) clarifying design assumptions or assessment findings; and
- (d) supplying any supporting material required to enable reassignment.

10.4 Return of Materials. The Retrofit Professional shall return to YorEnergy Ltd and CYD Innovation all documents, templates, tools, login credentials, training materials, guidance notes and any other materials provided under this Agreement.

10.5 Deletion of Data. The Retrofit Professional must immediately and permanently delete all customer data and any information relating to YorEnergy Ltd or CYD Innovation stored on their systems, devices or cloud platforms, except where retention is required by law.

10.6 Cessation of Representation. The Retrofit Professional must immediately:

- (a) cease presenting themselves as part of the YorEnergy Marketplace;
- (b) remove any reference to YorEnergy Ltd or CYD Innovation from marketing materials, websites and communications; and
- (c) cease use of all Intellectual Property.

10.7 No Compensation. Termination does not entitle the Retrofit Professional to any compensation for loss of anticipated earnings, goodwill, opportunity or any other consequential or indirect loss.

10.8 Survival of Key Clauses. Any clause that expressly or by implication is intended to survive termination shall remain in full force and effect, including clauses relating to confidentiality, liability, Intellectual Property and data protection.

11. Compliance

11.1 General Compliance Obligations. Each party shall at its own cost comply with all applicable laws, regulations, statutory requirements, industry standards and guidance relevant to their activities under this Agreement.

11.2 Data Protection Compliance. The Retrofit Professional shall:

- (a) comply fully with the UK GDPR, Data Protection Act 2018 and all applicable data security requirements;
- (b) implement appropriate technical and organisational measures to protect customer data;
- (c) ensure any subcontractor or employee processes data lawfully; and
- (d) notify YorEnergy Ltd immediately upon becoming aware of any actual or suspected data breach.
- (e) adhere to the full Data Protection Protection Clause outlined in Schedule 3.

11.3 PAS2035:2023 Compliance. The Retrofit Professional shall:

- (a) comply fully with all duties, processes, requirements and documentation obligations under PAS2035:2023;
- (b) maintain up-to-date knowledge of changes to PAS2035; and
- (c) ensure that any deviations from PAS2035 requirements are not permitted under any circumstances.

11.4 Mandatory Policies. The Retrofit Professional shall comply with the Mandatory Policies listed in Schedule 2 as amended by YorEnergy Ltd or CYD Innovation.

11.5 Bribery and Fraud Prevention. The Retrofit Professional shall comply with:

- (a) the Bribery Act 2010;
- (b) the Criminal Finances Act 2017; and
- (c) all anti-corruption and anti-fraud procedures issued by YorEnergy or CYD Innovation.

11.6 Modern Slavery and Ethical Requirements. The Retrofit Professional shall comply with the Modern Slavery Act 2015 and must not engage in any practice that could constitute modern slavery, human trafficking or exploitation.

11.7 Health and Safety Compliance. The Retrofit Professional shall:

- (a) comply with all health and safety legislation;
- (b) conduct risk assessments prior to all site visits; and
- (c) follow safeguarding protocols when engaging with customers.

12.	Limitation	of	Liability
12.1	Nothing in this Agreement limits either party's liability for:		
	<ul style="list-style-type: none"> (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot lawfully be limited. 		
12.2	Subject to clause 12.1, neither YorEnergy nor CYD Innovation shall be liable for:		
	<ul style="list-style-type: none"> (a) loss of profit, income, or anticipated savings; (b) loss of business opportunity or goodwill; (c) any indirect or consequential loss; or (d) any loss arising from reliance on information supplied by the Retrofit Professional. 		
12.3	The total aggregate liability of YorEnergy and CYD Innovation for all claims arising under this Agreement shall not exceed £1.00 for the entire duration of the Agreement.		
12.4	The Retrofit Professional's liability is not limited by this Agreement, except where explicitly stated.		
12.5	This clause shall survive termination.		
13.	Confidentiality		
13.1	The Retrofit Professional shall treat as strictly confidential all information obtained in connection with this Agreement, including customer information, project data, templates, methodologies and Intellectual Property.		
13.2	Confidential information must not be disclosed to any third party except:		
	<ul style="list-style-type: none"> (a) employees or subcontractors strictly on a need-to-know basis; (b) where required by law; or (c) with prior written consent of YorEnergy Ltd or CYD Innovation. 		
13.3	This obligation shall survive termination.		
14.	Announcements		

14.1 The Retrofit Professional shall not make or permit any public announcement regarding this Agreement, the Marketplace, YorEnergy, CYD Innovation or any Project Assignment without prior written consent.

14.2 This includes press releases, marketing statements, social media posts and case studies.

15. Entire Agreement

15.1 This Agreement constitutes the entire agreement between the parties.

15.2 Each party acknowledges that it has not relied on any statement, representation or warranty not expressly set out herein.

16. Variation

16.1 No variation of this Agreement shall be effective unless made in writing and issued by YorEnergy Ltd.

17. Waiver

17.1 A waiver of any right or remedy is effective only if in writing.

17.2 Failure or delay to exercise any right does not constitute a waiver.

18. Severance

18.1 If any provision is found to be invalid or unenforceable, it shall be deemed removed.

18.2 The parties shall negotiate in good faith to replace it with a lawful, enforceable provision.

19. Notices

19.1 Notices shall be in writing and sent by email to the addresses set out in the Contract Details.

19.2 Notices shall be deemed received at the time of transmission during Business Hours.

20. Third Party Rights

20.1 A person who is not a party to this Agreement has no rights to enforce any term.

21. Governing Law

21.1 This Agreement is governed by the laws of England and Wales.

22. Jurisdiction

22.1 The courts of England and Wales shall have exclusive jurisdiction.

23. Force Majeure

23.1 Neither party shall be liable for any delay or failure to perform its obligations under this Agreement where such delay or failure results from any event or circumstance beyond its reasonable control, including (but not limited to) acts of God, adverse weather, flood, fire, explosion, epidemic or pandemic, war, terrorism, civil unrest, industrial action, power failure, interruption to utilities or communications services, or the failure of third-party suppliers ("Force Majeure Event").

The affected party shall notify the other in writing as soon as reasonably practicable of the Force Majeure Event and its expected duration. The obligations of the affected party shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues for more than 30 days, either party may terminate this Agreement on written notice.

24. General

23.1 Nothing in this Agreement creates a partnership or employment relationship.

23.2 The Professional may not assign any rights or obligations without written consent.

23.3 YorEnergy and CYD Innovation may assign or subcontract at any time.

Schedule 1: Retrofit Professionals Specification

To view the Specification for the Retrofit Professionals lot please click [here](#)

Schedule 2: YorEnergy Mandatory Policy List

The following schedule covers a mandatory policy list a Retrofit Professional must have in place. The Retrofit Professional shall have in place the following policies:

Legal and Regulatory Compliance Policies

- **Privacy Policy:** Outlines how the Retrofit Professional collects, uses, stores, and protects personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- **Anti-Bribery and Corruption Policy:** Ensures compliance with the Bribery Act 2010 by detailing measures to prevent bribery and corruption within the organisation.
- **Equality, Diversity, and Inclusion Policy:** Sets out the Retrofit Professional's commitment to providing equal opportunities and promoting a diverse and inclusive workplace.

Health and Safety Policies

- **Health and Safety Policy:** A core document outlining how the company ensures the safety of employees, subcontractors, and clients, in line with the Health and Safety at Work Act 1974.
- **Risk Assessment Policy:** Details the process for identifying, evaluating, and managing risks on projects.
- **Incident Reporting and Investigation Policy:** Specifies the procedure for reporting and investigating accidents, near misses, or dangerous occurrences.
- **Personal Protective Equipment (PPE) Policy:** Covers the provision and mandatory use of PPE for employees and contractors.
- **Asbestos Management Policy:** Where relevant, details how the company manages asbestos risks in accordance with the Control of Asbestos Regulations 2012.

Environmental and Sustainability Policies

- **Environmental Policy:** Sets out the company's commitment to reducing environmental impact, complying with environmental regulations, and promoting sustainability.
- **Waste Management Policy:** Describes procedures for reducing, recycling, and disposing of waste responsibly, in line with the Environmental Protection Act 1990.

Quality Assurance Policies

- **Quality Management Policy:** Covers processes to maintain high-quality work.
- **Complaints and Feedback Policy:** Describes how customer complaints and feedback are managed to ensure continuous improvement.

Employment and Contractor Policies

- **Code of Conduct for Employees and Subcontractors:** Specifies expected behaviours and standards.
- **Modern Slavery Policy:** Details steps to prevent modern slavery and human trafficking in the supply chain, in line with the Modern Slavery Act 2015.
- **Training and Development Policy:** Outlines the company's approach to ensuring staff have the necessary skills and certifications.

Operational Policies

- **Supply Chain Management Policy:** Outlines expectations and standards for suppliers and subcontractors.
- **Project Management Policy:** Describes processes for planning, executing, and monitoring projects to meet customer requirements.

Insurance and Certification

Although not policies, Retrofit Professionals should also maintain and provide evidence of:

- **Employer's Liability Insurance:** Mandatory under UK law if the Retrofit Professional has employees.
- **Public Liability Insurance:** Protects against claims from third parties for injury or property damage.
- **Professional Indemnity Insurance:** Covers against claims of negligence in design or advice.
- **Product Warranties and Guarantees:** Where applicable, ensuring customer confidence in installed products.

Schedule 3 – Data Protection

1. Compliance with Data Protection Law

1.1 Each party shall comply with all applicable UK data protection and privacy legislation, including the UK General Data Protection Regulation (“UK GDPR”), the Data Protection Act 2018, and all associated statutory instruments, guidance, and codes of practice (“Data Protection Law”).

2. Roles of the Parties

2.1 For all Personal Data and Special Category Data provided to the Retrofit Professional under or in connection with this Agreement, YorEnergy (and, where applicable, its agent CYD Innovation) shall act as the Data Controller.

2.2 The Retrofit Professional shall act as a Data Processor and shall process such data only in accordance with:

- a) this Schedule;
- b) the terms of the Agreement; and
- c) any written instructions issued by YorEnergy or CYD Innovation.

3. Definitions

3.1 For the purposes of this Schedule:

- a) “Personal Data” means any information relating to an identified or identifiable natural person, including names, addresses, contact details, customer information, energy usage data, financial details, or any related project information.
- b) “Special Category Data” has the meaning given in UK GDPR and includes health data, vulnerability information, disability status, or any other sensitive personal information relating to customers or customers.
- c) “Processing” includes any operation performed on Personal Data, such as collection, storage, retrieval, access, transmission, alteration, restriction, or deletion.

4. Purpose Limitation

4.1 The Retrofit Professional shall process Personal Data and Special Category Data solely for the purpose of delivering the Services under this Agreement.

4.2

The Retrofit Professional shall not:

- a) use the data for its own business purposes;
- b) use the data for any marketing, profiling, analytics, or training;
- c) disclose the data to any third party without prior written approval from YorEnergy;
- d) retain or use the data beyond the permitted timeframe.

5. Data Security and Handling Requirements

5.1 The Retrofit Professional must implement and maintain appropriate technical and organisational security measures, which shall include (but not be limited to):

- a) secure systems and encrypted storage where reasonably practicable;
- b) strict access controls and user authentication;
- c) staff confidentiality obligations;
- d) secure transfer protocols;
- e) compliance with PAS 2035 in respect of secure data handling standards;
- f) regular monitoring to prevent unauthorised access, disclosure, or loss.

6. Special Category Data

6.1 Where the Retrofit Professional processes Special Category Data, it must:

- a) apply enhanced security, access, and retention controls;
- b) restrict access only to personnel strictly required to handle such data;
- c) notify YorEnergy immediately of any suspected or actual compromise.

7. Sub-Processing

7.1 The Retrofit Professional shall not appoint any sub-processor without the prior written consent of YorEnergy.

7.2 Where consent is granted, the Retrofit Professional must ensure that the sub-processor is bound by equivalent obligations to those in this Schedule.

8. Data Breach Notification

8.1 The Retrofit Professional shall notify YorEnergy immediately, and in any event within 24 hours, of becoming aware of any actual or suspected Personal Data breach.

8.2 The notification must contain:

- a) the nature of the breach;
- b) the categories and volume of data affected;
- c) the likely consequences;
- d) the steps taken or proposed to mitigate the damage.

9. International Transfers

9.1 The Retrofit Professional shall not transfer Personal Data outside the United Kingdom without the prior written permission of YorEnergy and without ensuring appropriate safeguards in accordance with UK GDPR.

10. Data Subject Rights

10.1 The Retrofit Professional shall assist YorEnergy, on request, in responding to any data subject rights request under UK GDPR.

10.2 The Retrofit Professional shall not respond directly to a data subject request unless expressly authorised in writing by YorEnergy.

11. Retention and Deletion

11.1 The Retrofit Professional shall retain Personal Data only for as long as necessary to perform the Services.

11.2 Upon:

- a) completion of the Services;
- b) termination or expiry of the Agreement; or

c) written instruction from YorEnergy at any time,

the Retrofit Professional shall promptly delete or return all Personal Data and Special Category Data and confirm deletion in writing.

12. Data Provided by YorEnergy or CYD Innovation

12.1 All Personal Data or Special Category Data provided by YorEnergy or CYD Innovation remains the property of YorEnergy.

12.2 The Retrofit Professional shall obtain no rights, title, or interest in such data and shall use it solely for the performance of its obligations.

13. Audit Rights

13.1 YorEnergy, or CYD Innovation acting as its agent, may audit the Retrofit Professional's data protection practices on reasonable notice.

13.2 The Retrofit Professional shall fully cooperate and provide access to relevant documentation, systems, and personnel as required.

14. Indemnity

14.1 The Retrofit Professional shall indemnify and keep YorEnergy indemnified against all losses, liabilities, penalties, regulatory fines, costs, or expenses arising out of or connected with any breach by the Retrofit Professional of this Schedule or of Data Protection Law.