

1. These Terms (Terms and conditions and any documents attached to, or referred to in, each of them, including a Contract) contain the terms and conditions on which we will supply the Goods and Services to you. Please read these Terms carefully.

1.1 How to tell us about problems: If you have any questions or complaints about the Goods or Services, please contact us to discuss using the following details.
Email: customerservices@ee-energy.co.uk
Phone: 08700340400

2. Acceptance

2.1 You have requested the Goods and Services set out in the attached Contract, and you are taken to accept these Terms by signing and returning these Terms to us.

2.2 You agree that by signing these Terms, you are the Property owner, or have the legal authority to enter into a contract for the Goods and Services on behalf of the Property owner.

3. Right to cancel

We provide a right to cancel these Terms within 14 days of entering these Terms (including the date you enter into these Terms).

If you wish to cancel these Terms, you should contact us in writing at:

Email: cancellations@ee-energy.co.uk

Post: to: EE Energy Ltd, Unit 16 Peregrine Road, Hainault Business Park, Ilford, IG6 3XJ

Where you send us a written letter of cancellation to the above postal address to cancel these Terms, the official post mark stamp will be taken as the cancellation date. This must be within the 14-day cancellation period.

After 14 days, you do not have a right to cancel these Terms for change of mind. Where you cancel for change of mind after 14 days:

- 25% of the full contract value will be non-refundable; and
- where we have commenced production of the Goods, you are entitled to pay us up to 90% of the full contract value; and
- where we have installed the Goods, you are liable to pay us 100% of the contract value, plus the cost to remove the Goods.

If you expressly request (including by ticking the box in the Contract, or otherwise) that we start providing you with the Services within 14-days from entering into these Terms, you acknowledge that you will be liable to pay us an amount for the supply of the Services, provided such amount is proportionate to the Price as a whole.

Nothing in this Agreement limits your rights under Consumer Laws where you have any problems with the Goods or Services.

4. Our supply of the Goods and Services

4.1 In consideration of your payment of the Price, we will provide the Goods and Services to you in accordance with these Terms and all applicable laws, whether ourselves or through our Personnel.

4.2 We warrant to you that the Goods and Services will be provided using reasonable care and skill.

4.3 We will not be responsible for any Goods and Services unless expressly set out as being included in the Contract. For the avoidance of doubt, we will not be responsible for any goods or services excluded under these Terms (including in clause 6.3) or in the Contract.

4.4 We will not be responsible for commencing the provision of any part of the Goods and Services until you have paid us the Deposit.

4.5 You agree that the Goods will be ordered to the Specifications (which are unique to you and/or the Property). We will take measurements at the Property and ask you to confirm your order Specifications in writing. By confirming the Specifications, you agree that:

- (a)** the Specifications cannot be changed (without our prior written approval)
- (b)** we will commence the order of the Goods on the basis of the Specifications; and
- (c)** you are liable to pay us the full amount for the Goods and Services.

5. Variations and Unforeseen Property Conditions

Unforeseen Property Conditions and Variations

5.1 If, during the installation, we encounter any condition, event, circumstance, matter or thing in, on or around the Property or otherwise that could not have reasonably been foreseen or anticipated by us as at the date of the Contract, and that would or would likely result in us, you or any third party suffering or incurring additional cost or delay, or would require a change to the Contract, Goods or Services, we will notify you as soon as reasonably practicable after becoming aware of Unforeseen Property Condition.

5.2 Any additional works, materials, costs or delays that we suffer or incur as a result of any Unforeseen Property Condition, or any instructions or directions given by you that are in addition to the Goods and Services, will be considered a variation, and a change to the Price and/or these Terms may apply (as reasonably determined by us). We will not be required to perform the Goods and Services, subject of any Unforeseen Property Conditions or variation until the Parties have agreed to the variation in writing.

5.3 You may request to make a change to the Goods and Services you have requested. Please contact us if you wish to make a Variation. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the Price, the timing of supply of the Goods and Services or anything else which would be necessary as a result of the Variation and ask you to confirm whether you wish to go ahead with the change.

6. Our supply of the Installation Services

6.1 After the order has been confirmed by you with our sales representative, we will contact you to confirm an installation date and time for us or our personnel to deliver the Goods and to perform the installation Services.

6.2 We will use our commercial best endeavors to provide the Goods and Services at the Agreed Installation Time. If it is not possible for us to provide the Goods and Services at the Agreed

Installation Time, then we will do so within a reasonable period of time after the Agreed Installation Time, and at another time mutually agreed between the Parties.

6.3 You acknowledge and agree that, to the maximum extent permitted by law, we will not be responsible for any of the following when performing the Services:

- (a)** removing and/or reinstating any items on, around or adjacent to where the Goods are being installed,
- (b)** painting, redecorating or other cosmetic fixes required after installation of the Goods and provision of the Services;
- (c)** fixing any other damage which is pre-existing prior to us performing the Goods and Services; and
- (d)** any loss or damage that is an unavoidable consequence of the provision of the Goods and Services.

6.4 Subject to clauses 5 and 6.3, upon completion of the Services, we agree to leave the Property in a clean and tidy state, reasonably comparable to the state the Property was in when the Goods and Services commenced.

6.5 You acknowledge and agree that we may subcontract all or part of the Goods and Services without your consent. EE Energy work in partnership with LR Electrical who specialize in installations, after sales and technical support.

7. Warranties

7.1 In relation to the Goods a 10-year manufacturer's warranty applies. This warranty is in addition to and does not limit your rights under the Consumer Rights Act 2015. If, during the Warranty Period, the Services prove to be defective because of improper workmanship, we will reperform or resupply the installation Services.

7.2 The Warranty does not cover any defect or damage which is caused (or partly caused) or contributed to, by any of the following:

- (a)** any act or omission, accident, or negligence by you or any third party not engaged by us;
- (b)** any failure on your part to follow any instructions or guidelines provided by us in relation to the Goods or properly maintain the Goods in accordance with any of our instructions or guidelines (including any manual);
- (c)** continued use of the Goods (where such use is not reasonable) after any defect in the goods and services becomes apparent or would have become apparent to a reasonably prudent person;
- (d)** any incorporation or installation of fixtures, or other items into the Goods, not done by us or our Personnel;
- (e)** any act of God or Force Majeure Event; and
- (f)** installation, repair, replacement, maintenance, altering, overhauling or otherwise compromise of the Goods or services by you or any person other than us.

7.3 The benefit of the Warranty is for you only, and no other person or third party can rely on or make a claim under the Warranty.

7.4 The start date of the Warranty Period will be the date that the Services are completed.

8. Price and Payment

8.1 In consideration for us providing the Goods and Services, you agree to pay us the Price as follows:

- (a)** the Deposit is set out in the Contract, which must be paid on or before the date that these Terms are accepted; and
- (b)** the remaining balance of the Price must be made on or before the Agreed Installation Date, prior to our Personnel leaving the Premises after completing the installation of the Goods;

8.2 You must pay the Price using one of the following methods:

- (a)** cheque (payable to EE Efficient Renewables Ltd). **This must be submitted to us at least 5 working days before the Agreed Installation Date to allow for fund clearance;**
- (b)** debit or credit card (a surcharge payable to our payment processor may apply);
- (c)** Bank transfer to: **Energy Efficient Renewables Ltd Account number: 53563190 Sort code: 600138**
Given the possibility of fraud, if you receive instructions to pay to a different account, you must confirm this with us directly by phone before making the transfer;

9. Property

9.1 You agree to provide us (and our Personnel) with access to the Property (and the facilities at the Property) and any other premises as is reasonably necessary for us to provide the Goods and Services, free from harm or risk to health or safety, on the date and time agreed for Installation and any other dates reasonably requested by us or as agreed between the Parties; and/or to enable us to comply with our obligations under these Terms or at Law.

10. Our right to terminate these Terms

10.1 You acknowledge and agree that we may terminate these Terms at any time with notice to you, where we are no longer able to supply the Goods or Services. In such event, we will refund you the Price you have paid.

10.2 We may terminate these Terms if:

- (a)** you do not pay the Price in accordance with the Payment Terms;
- (b)** you unreasonably delay our provision of the Goods and Services, including where you do not provide us with the information, we require to perform the Goods or Services; or
- (c)** where you are in breach of these Terms.

10.3 Where we terminate these Terms under clause 10.2, we may (in our absolute discretion):

- (a)** immediately cease providing the Goods and Services;
- (b)** require you to pay any amounts owing to us, including:

- (i) the Deposit;
- (ii) where we have commenced sourcing of the Goods, up to 90% of the Price; and
- (iii) where we have installed the Goods, you are liable to pay us 100% of the Price, plus the cost to remove the Goods;

- (c) charge interest at a rate equal to 4% above the Bank of England's base rate, from time to time, but at 4% a year for any period when that base rate is below 0%, per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms
- (d) recover or repossess any Goods belonging to us, and you agree to grant us such rights of access to allow us (or our Personnel) to do so; and
- (e) charge you our additional costs which arise from having to recover any outstanding payment from you, including reasonable legal fees, debt collector fees and mercantile agent fees.

11. Title and Risk

11.1 Title in the Goods will only pass to you on the date that you pay the Price in full in accordance with these Terms.

11.2 Risk in the Goods will pass to you when the Goods have come into your physical possession, except during the times when we are in control of the Goods when performing the Services.

You agree that we hold a general lien over any Goods owned by us that are in your possession, for the satisfactory performance of your obligations under these Terms.

12. Warranties and Representations

12.1 Each Party represents, warrants and agrees that these Terms constitute a legal, valid and binding Terms, enforceable in accordance with its terms.

12.2 You represent, warrant and agree that you are responsible for obtaining, and providing to us if necessary, any access and approvals from third parties necessary for the Goods and Services to be provided (including planning or council approvals), at your cost.

13. Problems with the Goods and Services

13.1 Where we are supplying Goods, we are under a legal duty to supply Goods that are in conformity with these Terms and the Contract. Nothing in these Terms will affect your legal rights, including under the Consumer Rights Act 2015.

13.2 Where you encounter a problem with the Goods or Services, you should contact us at customerservices@ee-energy.co.uk and we will endeavor to resolve your issue. If we are unable to resolve your issue, please see clause 14.5 which sets out an alternative dispute resolution process.

13.3 Subject to your rights under Consumer Law, you need not pay us in full if you reasonably consider that we have failed to complete the Services in accordance with these Terms and the Consumer Laws. In such circumstances you must advise us of this immediately and give us a suitable opportunity to rectify the Goods and Services. In such cases, you must still pay us the Price in accordance with the Payment Terms, but we may accept you withholding and retaining 5% of the outstanding balance of the Price until the defect is resolved. Once the defect is resolved, the remaining 5% will become due and immediately payable by you.

13.4 Limitations on and exclusions to our liability

13.5 Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

13.6 The restrictions on liability in this clause apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.

13.7 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) defective products under the Consumer Protection Act 1987.

13.8 Subject to clauses 13.5 (no limitation in respect of deliberate default), and 13.7 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law:

- (a) we only supply the Goods and Services for domestic and private use. If you use the Goods and Services for any commercial, business or re-sale purpose we will have no liability to you for liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity;
- (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by (whether directly or indirectly):
 - a. any Unforeseen Property Conditions;
 - b. you or any person tampering with the Goods;
 - c. any acts or omissions of you or your Personnel (including where you do not follow the advice or guidance we provide to you);
 - d. Your Items; or
 - e. any defect in the structure or fittings of the building at the Property where the Goods and Services are being provided (other than defects caused by us).

13.9 Subject to clauses 13.5 (no limitation in respect of deliberate default), and 13.7 (liability which cannot legally be limited), but despite anything else to the contrary, if either Party fails to comply with these Terms, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

14. General

14.1 **Assignment:** Subject to clause 14.2, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

14.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

14.3 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

14.4 **Counterparts:** These Terms may be executed in any number of counterparts that together will form one instrument.

14.5 **Disputes:** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Centre for Effective Dispute Resolution via their website at <https://www.cedr.com/>. The Centre for Effective Dispute Resolution will not charge you for making a complaint and if you are not satisfied with the outcome, you can still bring legal proceedings.

14.6 **Entire Terms:** Subject to your consumer law rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes and extinguishes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and Terms, whether written or oral, in respect of its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in these Terms.

14.7 **Force Majeure:** To the maximum extent permitted by law, neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

14.8 **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

14.9 **Privacy:** We will only use your personal information as set out in our privacy notice. You can find our privacy notice on our website at www.ee-energy.co.uk

14.10 **Publicity:** You agree that we may advertise or publicise the supply of the Goods and Services to you, including on our website or in our promotional material (including using photos of the Goods and Services which we take). You consent to us taking photos at the Property and you agree that we own the copyright and related rights in the Materials and that you have no right to inspect or approve the Materials.

14.11 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms. If any provision or part-provision of these Terms is deemed deleted, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.12 **VAT:** All amounts payable by you under these Terms are inclusive of amounts in respect of value added tax chargeable from time to time (VAT), unless otherwise stated. Where any taxable supply for VAT purposes is made under these Terms by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods and Services at the same time as payment is due for the supply of the Goods and Services.

