

Eco Heat & Power Ltd - TERMS AND CONDITIONS

1 Defined Words

In these terms and conditions We will use the following words, with the meanings shown here. If You encounter a word within these Terms which starts with a capital letter, You should refer back to this list for its meaning:

- a. 'You' and 'Your' means You, the customer
- b. 'We' and 'Us' means Eco Heat & Power Ltd
- c. 'the Agreement' means the legally binding agreement between You and Us to carry out the Work at the Price
- d. 'Estimate' means the estimate signed by You in connection with the Work
- e. 'Consent' means any planning permission, consent, licence, easement (such as rights of way) or way leave (such as a right to hang cables) required over either the Property or any nearby property in order to install and use the System.
- f. 'Terms' means these terms and conditions
- g. 'the Property' means the property at which You have asked Us to install the System and which is shown on the Estimate
- h. 'the System' means the renewable energy or other system which We have agreed to supply to You, the full details of which are shown in the Estimate
- i. 'the Price' means the total price shown in the Estimate
- j. 'Provisional Sum' means the sum, if any, included within the Estimate to meet the cost of work to be carried out or materials supplied but the cost of which is not known at the date of the Estimate
- k. 'the REAL Code' means the REAL Assurance Scheme Consumer Code
- l. 'the Work' means the work needed to supply and carry out the installation of the System at the Property

2 Working Hours

- a. We will normally carry out the Work at the Property during usual working hours.
- b. Usual working hours are 8am to 4.30pm, Monday to Friday, but exclude bank holidays.
- c. If You ask Us to carry out the Work outside of usual working hours this may involve a reasonable additional cost. We will agree this cost with you in advance, and if You and We are unable to agree the additional cost, We will use reasonable efforts to carry out the Work during working hours at times as convenient to You as reasonably possible.
- d. We regret that we cannot accept any responsibility for any delay caused due to Us being unable to access the Property or any nearby property which We would reasonably need to enter in order to carry out the Work, but we will use reasonable efforts to minimise any such delay

3 Delays

- a. We will use all reasonable efforts to carry out the Work to meet any deadlines or requirements agreed with You, but if anything happens which is outside our reasonable control which causes such delay, we cannot accept responsibility for those delays. We will however complete the Work as soon as possible if such delays occur.
- b. We regret that We cannot be responsible for any delays to the Work or for any damage or inconvenience to You or any other person which arise from labour disputes (such as strikes), fire, accident, difficulties in obtaining goods or materials, or any other cause which is beyond Our reasonable control, but again we will use reasonable efforts to minimise any such delay.

4 Damage and Decoration

- a. We will use all reasonable efforts to cause as little damage to plasterwork, decorations, flooring and other parts of the Property as possible, but We cannot accept responsibility for such damage caused unless it is as a result of our negligence.
- b. We may not be able to avoid causing damage in order to carry out the Work, (such as removal of wallpaper or cutting into the structure of the property), but We will use reasonable efforts to keep such damage to a minimum and will discuss such damage with you before the Work starts.
- c. We will make good any holes or cuts We have to make to install the System but We will not finish or decorate those. If We take out floorboards, We will replace them, but We will not permanently re-fit any special flooring. We will not box in any part of the System unless We have agreed to do so. If We have agreed to carry out any additional work of this type it will be shown on the Estimate

5 Existing Systems

- a. We have assumed when preparing the Estimate that the existing system at the Property (such as the electrical system) is in a reasonable and satisfactory condition, though We have not inspected the system.
- b. If We have concerns about the systems at the Property We will tell you, but we regret that we cannot be responsible for any problems which are caused directly or indirectly from faults or defects with such system at the Property whether these arise while We are carrying out the Work, or after completion of the Work. If You are in doubt, You should obtain a full check of any such system from a suitably qualified professional, and we strongly recommend that you do so before the Work starts.

6 Consents (Planning Permissions etc)

- a. You should make sure that You have obtained any necessary Consent. In if doubt, You should take legal advice before the Work commences. We will be happy to offer advice to you in this respect.
- b. We ask you to tell Us if any Consent is needed before the Work commences. If You do not, We will assume that You have made all necessary enquiries and that no such Consent is needed.
- c. We may at Our option be able to assist You in obtaining any necessary Consent. If We agree to assist You in this way, We will make a reasonable charge which will be agreed with You in advance. You should however make sure that the Consent is suitable, and We regret we cannot accept any responsibility for any incorrect Consent or for any failure to obtain a correct Consent.

7. Guarantee

- a. If We install a new Solar Photovoltaic system, We guarantee it for a period of two years from the date the Work completes. If We carry out any repair work to any such system, the repairs will be guaranteed for six months from the date the repairs are completed.
- b. If We install a new plumbing, heating or solar hot water system, We guarantee it for a period of one year from the date the Work completes. If We carry out any repair work to any such system, the repairs will be guaranteed for three months from the date the repairs are completed.
- c. The guarantees referred to above will apply for the lengths of time mentioned and apply to the equipment, installation and any apparatus supplied.
- d. We guarantee that at Our own cost We will:
 - i. repair or replace the whole or any part of the system which We agree to be faulty
 - ii. make good any fault which is caused by faulty workmanship
- e. If any amendment to these guarantees has been agreed with You it will be shown on the Estimate. The terms of the Estimate will apply if they are inconsistent with this paragraph
- f. This guarantee will become null and void (i.e. it will be treated as though it had never been given) if any repairs, installation or apparatus are carried out by anybody who has not been authorised in writing in advance by Us

8 Your Statutory Rights

- a. We consider Our agreement with You to be covered by the Supply of Goods and Services Act 1982. This gives You certain rights.
- b. You can expect any work carried out by Us to be carried out:
 - i. With reasonable care and skill
 - ii. Within a reasonable time (unless a time for completion has been agreed)
 - iii. For a reasonable charge (if We have not fixed a price in advance)
- c. Any goods supplied as part of this agreement must be:
 - i. Of satisfactory quality
 - ii. Fit for their purpose
 - iii. As described by Us to You

9 Invoices and Price Variations

- a. We will supply You with invoices which may exclude VAT. VAT will be payable in addition to the net price where We are required to charge VAT.
- b. The Price is based on Our best estimate of the costs of labour and materials. If the cost of labour or material increases after You sign the Estimate, We are entitled to increase the Price to cover the increase in Our costs.
- c. If it is necessary to increase the Price, We will tell You as soon as We reasonably can, and will use reasonable efforts to keep any such increase as low as reasonably possible.

10 Payment Terms

- a. Unless a different payment scheme has been agreed by Us and is shown in the Estimate, You agree to pay the Price as follows, in each case on demand (i.e. as soon as We ask for it after each stage is reached):
 - i. 10% of the Price when You send Us a signed copy of the Estimate
 - ii. 30% of the Price when the Work commences
 - iii. 30% of the Price when the Work completes
 - iv. 30% of the Price when We send You Our final invoice
- b. We will write to You as each payment becomes due
- c. If We do not receive payment within seven days of writing to You, You agree to pay interest at a rate 2% above Bank of England base rate for any late payment for each month or part of a month compounded on the first day of each month until payment is made.

11 Extra Costs

- a. If any of the following arise, then the price may need to be adjusted. We will agree any adjustment to the Price with You if we can and confirm it in writing, in advance if we can or later if necessary, or will refer you to priced documents, if that applies. Otherwise, we will adjust the Price by a reasonable amount for the work done or goods supplied. We will try to keep any increase in the Price to a minimum.
 - i. You ask Us to delay or cancel the Work,
 - ii. We are unable to access the Property or any nearby property over which access is reasonably required to carry out the Work,
 - iii. We are unable to obtain Your instructions, or
 - iv. there is any delay in obtaining a Consent
 - v. any other matter which is beyond Our reasonable control
- b. If We agree at Your request to work outside of the usual working hours specified in paragraph 2 of this agreement, or You ask Us to carry out any additional work or make any alteration to the System there may be an additional amount payable. We will discuss this with You and agree the additional amount before We agree to your request to ensure that you do not face any unexpected costs in this respect.

<p>12 Provisional Sums</p> <p>a. If the Estimate includes a Provisional Sum We will use the Provisional Sum (or part of it) only as You instruct.</p> <p>b. If the Provisional Sum covers work, additions or variations to be carried out by Us, such items will be charged at Our standard day work rate, unless We have given You a separate estimate in relation to these items</p> <p>c. If the Provisional Sum covers additions these will be charged in accordance with any quotation We have given to You, or if We have not given You such a quotation, at a reasonable cost to be decided upon by Us.</p>
<p>13 Fittings</p> <p>a. We will discuss with You the position of any part of the System (such as heating equipment, control systems etc) before the Work starts unless the position of such items have already been agreed in the Estimate.</p> <p>b. If You ask Us to alter the position of any such item after the position has been agreed, and especially if the Work has already started, We may be unable to comply with your request if in Our reasonable opinion this would significantly impede the Work. We will however try to be as flexible as possible and will use reasonable efforts to agree any such alteration with you. If the alteration will incur extra costs We will discuss and agree these extra costs with You before agreeing to the alteration so that you do not face unexpected costs in this respect. We will use reasonable efforts to keep these extra costs as low as reasonably possible.</p>
<p>14 Tests</p> <p>The System will be tested during the Work and after completion of the Work. We will always recommend and carry out all tests we consider reasonably appropriate, but if there are any additional tests which you would like us to carry out, we will be happy to arrange these at a cost to be agreed with you in advance.</p>
<p>15 Consequential Loss</p> <p>We will not be responsible for any consequential (i.e. indirect) loss or damage You suffer as a result of entering into this agreement.</p>
<p>16 Goods, apparatus & equipment</p> <p>a. Any goods, apparatus or equipment damaged during delivery, will be repaired or replaced at Our cost, but only if You tell Us and the delivery company of the damage within three days and also send Us and the delivery company written confirmation of the damage within seven days.</p> <p>b. All goods, apparatus or equipment supplied and delivered to site and stored or on site prior to fixing and once fixed become your responsibility to secure and insure.</p> <p>c. All goods, apparatus or equipment supplied and / or fitted by Us which are unpaid for remain, until paid for, Our property.</p>
<p>17 Scope of these Terms</p> <p>a. These Terms apply to all estimates and work carried out and all apparatus or equipment supplied by Us to You</p> <p>b. These Terms and the Estimate contain the whole of the agreement between You and Us and will apply in full unless a change to these Terms or the Estimate have been agreed in writing by Us.</p>
<p>18 Severance</p> <p>If any clause of these Terms is held to be unenforceable it shall be of no effect but the remainder of these Terms shall remain in force.</p>
<p>19 Third Parties</p> <p>Only You and We are entitled to the benefit of the Agreement and nobody who is not a party to the Agreement shall be entitled to enforce its provisions. However, any guarantees or warranties relating to the System shall transfer to any future owner of the Property and/or the System provided you write to us to let us know the name and address of the new owner.</p>
<p>20 The REAL Code</p> <p>We will carry out the Work in accordance with the provisions of the REAL Code, which You can find at http://www.realassurance.org.uk/pdf/consumer-code.pdf</p> <p>In Line with the REAL code we operate a client account and are signed up to the deposit protection scheme</p>
<p>21 Cancellation Rights</p> <p>a. You have the right to cancel the Agreement as described in the Notice of Right to Cancel the Contract enclosed with the Estimate. If you cancel the Agreement after the seven working day period has expired, you may have to pay compensation to us for any costs or losses reasonably incurred and we are entitled to keep any deposit or advance payment made as a contribution to those costs or losses.</p> <p>b. If We are in serious breach of Our obligations under the Agreement (in particular, if what We supply is faulty, incorrectly described or not fit for its purpose) You have a right to:</p> <ol style="list-style-type: none"> i. cancel the Agreement and obtain an appropriate refund ii. request a repair or replacement iii. ask for compensation <p>c. We have a right to cancel the Agreement if You are in serious breach of Your obligations under the Agreement and if You do not remedy any such breach within 14 days of Us writing to You. We will give You a reasonable opportunity to remedy any such breach</p> <p>d. If We suffer loss as a result of Your breach of the Agreement, We will take reasonable steps to prevent the loss from getting worse. If We do cancel the Agreement, You may have to pay compensation for reasonable losses suffered or costs incurred by Us.</p>
<p>22 Disputes</p> <p>a. If a dispute arises between You and Us which You and We are not able to resolve, the dispute may be referred to conciliation. You have a right to refer any dispute to conciliation.</p> <p>b. The conciliation service used is that offered by the REAL Code and full details can be found in the REAL Code. This is designed to reach a non-legal solution to the dispute in a reasonable time.</p> <p>c. If You do not accept the results of the conciliation service, You can insist on arbitration. If We would like to refer the matter to arbitration, You must give Your consent. The Arbitration procedure is also detailed in the REAL Code. The arbitrator's decision is legally enforceable.</p>

Technical Notes - Please read

General

You must be available for handover on the day of completion, of which we will advise, we reserve the right to charge for any special trips to carry out the handover of the systems for any reason not in our control.

All our systems are fully documented

If a survey fee is due to be paid we would appreciate payment now, and if you decide to go ahead within the next 12 months it will be deducted from the final invoice.

VAT will be charged at the appropriate rate for non VAT registered customers, currently 20% and reduced rate 5% for heating controls & renewable energy systems.

Scaffolding, unless specifically mentioned, is not included.

Whilst we make every effort to make good where our work has affected your property, we do not include any boxing in, decorating nor professional refitting of floor coverings.

Solar Hot Water

Roofs must be in fair condition prior to commencement of our works, if when scaffolding is erected the roof proves to be in poor condition we may require remedial works to be carried out prior to us continuing to fit the solar system.

On Solar Hot Water circuits we use either stainless steel pre-insulated flexi lines or copper pipe with Sanah press fit high temperature fittings with Arma Flex High Temperature lagging.

For un-vented (mains pressure) cylinders or thermal store we fit a thermostatic mixing valve this limits the water temperature to safe levels at all taps throughout the house and allows hot water to be stored at up to 80°C effectively increasing the capacity of the cylinder. If you have hard water then it is not possible to have this option please let us know.

Plumbing & Heating

Building regulations require properties with a usable area greater than 150m² to have independent control over two space heating zones. If not stated then we have not included for this. If your property is greater than 150m² you must make us aware of this fact. In some properties this will be easy to implement and we can quote for this but for most it will be very difficult and so unless the heating circuit to the radiators is being re-piped we will not consider it when only changing the boiler or cylinder, unless you instruct otherwise.

Where existing primary or secondary heating and / or hot water systems are converted from gravity to pressurised there is the slight possibility of the failure of existing systems due to the increased pressure. We will carry out checks when re-commissioning the system but cannot be held liable for any failure in these existing systems. Also existing small losses to existing heating systems which have gone unnoticed prior to this change may result in a need to frequently top system up, and may in extreme cases require remedial action, which is not covered by this estimate.

Condensing boilers can emit a plume of water vapour from the flue. This is due to the high efficiency of these appliances.

New heating systems - radiators can be sized (larger) to achieve a 75°C flow and 55°C return giving a difference of 20°C and still achieve comfort levels, this is the optimum for a condensing boiler.

We do not use micro bore pipes on new heating systems - all pipes are 15 mm upwards.

When we use Hep2O plastic pipe we will use barrier pipe on all central heating circuits.

The performance of an un-vented (mains pressure) cylinder is directly connected to the flow and pressure of the incoming mains cold water supply. If this is an old supply consideration should be given to having a new 25mm MDPE supply installed.

Any existing shower may be affected by the change of hot water delivery from 'tank feed' to 'mains pressure'.

If the heating circuit is an old one-pipe system it will require re-piping. This is not included.

Solar Electric (PV)

Your electrical system must be suitable for any addition under the current 17th edition of BS7671. We reserve the right to charge for any upgrade required to comply with regulations.

Roofs must be in fair condition prior to commencement of our works, if when scaffolding is erected the roof proves to be in poor condition we may require remedial works to be carried out prior to us continuing to fit the solar. Six-year warranty insurances are available. The warranty insurance protects you against the cost of rectifying electrical work should it fail to comply with building regulations.

In roof / roof integrated systems - we require the roof to be counter battened and either double felted or Tyvek Supro underlay with ridge and eaves ventilation.

Solar Electric systems are very sensitive to shading and hence this should be avoided at all cost.

We only install 'generation meters', should your energy supplier require an export meter you will need to negotiate directly with them.

Electrical

Your electrical system must be suitable for any addition under the current 17th edition of BS7671. We reserve the right to charge for any upgrade required to comply with current regulations, the main issue is that your earthing must be up to current standard if we are making any additions.

Six-year warranty insurances are available. The warranty insurance protects you against the cost of rectifying electrical work should it fail to comply with building regulations.

We are registered with ELECSA for part 'P' building regulations and will register any work which is required to be registered under this scheme



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