

**1. DEFINITIONS**

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Event Outside Our Control:** is defined in clause 12.2;  
**Goods:** the goods that We are selling to you as set out in the Order;  
**Renewables:** those goods that are renewable and low carbon heat and power generators;  
**Order:** your order for the Goods and/or Services;  
**Services:** the services that We are providing to you as set out in the Order;  
**Terms:** the terms and conditions set out in this document; and  
**We/Our/Us:** Renewable Heating Installations Limited, company number 07330402 whose registered office address is Unit 6, 27-29 Station Road, Kings Norton, Birmingham, B38 8SN

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

**2. OUR CONTRACT WITH YOU**

2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign the Order. If you think that there is a mistake, please contact Us to discuss, and please make sure that you ask Us to confirm any changes in writing to avoid any confusion between you and Us.

2.3 These terms apply to the contract between Us to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 We consider that these Terms and the Order constitute the whole agreement between you and Us.

2.5 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.7. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.

2.6 Any quotation given by Us shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.7 These Terms will become binding on you and Us when We contact you that We are able to provide you with the Services or the Goods, which We will also confirm to you, at which point a contract will come into existence between you and Us.

2.8 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.9 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK. Unfortunately, We do not accept orders from addresses outside the UK.

2.10 We may use catalogues and brochures for the Goods from Our suppliers. These are for illustrative purposes only and shall not form part of the contract between us.

2.11 We may provide you with advice and suggestions on Our recommendation for suitable Goods and/or Services that We consider applicable to your circumstances. This advice is based upon Our opinion and the information you have told Us. We cannot be held liable for advice given based upon inaccurate or incomplete information provided by you.

2.12 Where the Order is for Renewables, we agree to comply with the REAL Energy Consumer Code ("the Code") from time to time. If any of the terms of the Code conflict with any term of the Order or these Terms, the Code will take priority.

**3. CHANGES TO ORDER OR TERMS**

3.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how We accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 13.3(c).

3.3 You may make a change to the Order for Goods and/or Services within 7 calendar days of placing an Order by contacting Us. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price. You can choose to cancel the Order in accordance with clause 13 in these circumstances.

3.4 For the avoidance of doubt, you may not cancel or amend an Order for Services that We have begun to perform without Our prior written consent.

3.5 Subject to clause 3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 13.

**4. DELIVERY OF GOODS**

4.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Unfortunately We do not accept orders from addresses outside the UK.

4.2 We will contact you with an estimated delivery date. The time for delivery is not of the essence of the Contract. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 12 for Our responsibilities when this happens.

4.3 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us.

4.4 If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery.

4.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

4.6 The Goods will be your responsibility from the completion of delivery.

4.7 You own the Goods once We have received payment in full.

**5. IF THE GOODS ARE FAULTY**

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

**6. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS**

6.1 The Goods may come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods. We are not the manufacturer of

the Goods. We will endeavour to pass on to you the benefit of any warranty or guarantee given to us.

6.2 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

**7. PROVIDING SERVICES**

7.1 We will supply the Services to you from the date agreed between Us in writing until the estimated completion date set out in the Order.

7.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 12 for Our responsibilities when an Event Outside Our Control happens.

7.3 We will need certain information from you that is necessary for Us to provide the Services. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 7.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

7.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 7.4 but this does not affect your obligation to pay for any invoices We have already sent you.

7.5 If you do not pay Us for the Services when you are supposed to as set out in clause 10.5, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 10.7). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 10.5.

**8. YOUR OBLIGATIONS**

You shall:

- 8.1 Ensure that the terms of the Order are complete and accurate.
- 8.2 Co-operate with Us in all matters relating to the Services.
- 8.3 Provide Us, our employees, agents, consultants and sub-contractors with access to your premises and other facilities reasonably required by Us to provide the Services.
- 8.4 Provide Us with such information and materials as We may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.
- 8.5 Prepare your premises for the supply of the Services.
- 8.6 Ensure that access to the area of your property where the Services are to be performed is clear and unobstructed prior to our provision of the Services. We shall not be able to perform the services if the area is not cleared.
- 8.7 Inform Us of any health and safety issues affecting the premises including but not limited to the presence or possible presence of asbestos at the premises.

**9. IF THERE IS A PROBLEM WITH THE SERVICES**

9.1 In the unlikely event that there is any defect with the Services:  
 (a) please contact Us and tell Us as soon as reasonably possible;  
 (b) please give Us a reasonable opportunity to repair or fix any defect; and  
 (c) We will use every effort to repair or fix the defect within 24 hours where the defect might affect vulnerable people living in your property (such as children or elderly or disabled persons) and within 7 days in all other circumstances.

You will not have to pay for Us to repair or fix a defect with the Services under this clause 9.1.

9.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

9.3 Because we have not tested any product or system of which our Goods and Services may form part, We shall not be liable for any losses or damages (including costs, expenses and charges for legal actions in which you may be involved) that you may incur in circumstances in which the Goods or Services supplied by Us have been incorporated as part of another product or system and:  
 (a) some other part of the product or system is defective; or  
 (b) some other part of the product or system becomes defective as a result of Our supply of the Goods or Services.

**10. PRICE AND PAYMENT**

10.1 The price of the Goods and/or the Services will be set out in Our quotation and/or the Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

10.2 We may (if specified) charge for the Services on a time and materials basis. The charges shall be calculated in accordance with Our standard hourly fee rates as set out in the quotation and/or the Order.

10.3 Unless otherwise stated, these prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.

10.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.

10.5 Where we have to outlay a cost before providing Goods or Services to you, We may require you to make an advance payment of up to 60% of the price of the Goods or Services. Your rights to a refund on cancellation are set out in clause 13. We will invoice you for the balance of the price of the Goods or Services on or any time after We have delivered the Goods or performed the Services. You must pay each invoice in cleared monies immediately upon presentation of such invoice.

10.6 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount,

- whether before or after judgment. You must pay Us interest together with any overdue amount.
- 10.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 10.5 will not apply for the period of the dispute.
- 11. OUR LIABILITY TO YOU**
- 11.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 11.2 If We are installing the Goods and/or providing Services in your property, We may need to remove items including but not limited to carpets and laminate flooring in order to perform the Services. We will as far as reasonably practicable make good any damage to your property caused by Us in the course of installation or performance, however you acknowledge that it may not be possible to absolutely make good any damage to such property and will not hold us liable where such damage cannot be corrected. We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.
- 11.3 We have no liability to you for:
- (a) any loss of profit, loss of business, business interruption, or loss of business opportunity.
- (b) faults discovered or repairs required to your systems as a result of replacement parts and/or improved efficiencies of the system as a result of the Goods or Services.
- 11.4 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.
- 12. EVENTS OUTSIDE OUR CONTROL**
- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 12.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 12.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 12.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 13. We will only cancel the contract if the Event Outside Our Control continues for longer than 24 weeks in accordance with Our cancellation rights in clause 13.
- 13. YOUR CANCELLATION RIGHTS**
- 13.1 Before We begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:
- (a) You may cancel any Order for Goods and/or Services within 14 calendar days of placing an Order by contacting Us. We will confirm your cancellation in writing to you.
- (b) If you cancel an Order under clause 13.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
- (c) However, if you cancel an Order for Services under clause 13.1(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.
- (d) Unfortunately, if you cancel an Order for Goods under clause 13.1(a) and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.
- 13.2 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 13.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- (a) We break this contract in any material way and We do not correct or fix the situation within 7 days of you asking Us to in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms under clause 3.1 to your material disadvantage;
- (d) We are affected by an Event Outside Our Control.
- 14. OUR CANCELLATION RIGHTS**
- 14.1 If We have to cancel an Order for Goods and/or Services before the Services start or the Goods are delivered:
- (a) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
- (b) If We have to cancel an Order under clause 14.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
- (c) Where We have already started work on your Order for Services by the time We have to cancel under clause 14.1(a), We will not charge you anything and you will not have to make any payment to Us.
- 14.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 14.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 10.5. This does not affect Our right to charge you interest under clause 10.5; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.
- 15. INFORMATION ABOUT US AND HOW TO CONTACT US**
- 15.1 We are a company registered in England and Wales. Our company registration number is 07330402 and Our registered office is Unit 6, 27-29 Station Road, Kings Norton, Birmingham, B38 8SN. Our registered VAT number is 129499077.
- 15.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 0121 647 3777 or by e-mailing Us at [liz.finley@rhilt.co.uk](mailto:liz.finley@rhilt.co.uk).
- 15.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Renewable Heating Installations Ltd at Unit 6, 27-29 Station Road, Kings Norton, Birmingham, B38 8SN or [liz.finley@rhilt.co.uk](mailto:liz.finley@rhilt.co.uk). We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.
- 16. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 16.1 We will use the personal information you provide to Us to:
- (a) provide the Goods and/or Services;
- (b) process your payment for such Goods and/or Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 16.2 We will not give your personal data to any third party.
- 17. OTHER IMPORTANT TERMS**
- 17.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 17.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 17.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 6.1 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.
- 17.4 Each of the paragraphs of these Terms 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.
- 17.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 17.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.