

MODEL TERMS & CONDITIONS B – CONTRACTS MADE IN THE CONSUMER’S HOME OR AWAY FROM TRADE PREMISES

Interpretation

1. These are the Terms, which together with the Order comprise the Contract. Within these Terms, the following definitions shall apply to the defined words and expressions, unless the context requires otherwise:

Commencement Date: means the date on which both parties agree the Order in accordance with clause 4 and at which point the Contract is formed.

Contract: means the legally binding contract between You and Us comprising of these Terms and the Order which comes into force on the Commencement Date and on which We shall supply Goods and Services to You.

CRA: means the Consumer Rights Act 2015.

Delivery Date: means the estimated date that We aim to deliver the Goods and commence Your installation or as varied from time to time in accordance with these Terms.

HIES: means the Home Insulation and Energy Systems Quality Assured Contractors Scheme (a division of the Integrity Foundation (reg. no. 07972075) and which has prepared the Model Terms & Conditions which forms the basis of these Terms.

Emergency Works: means any work required by You to be carried out in an emergency, such as where Your property has been damaged by a storm, is not watertight, or the health and safety of You or Your family is at risk.

Goods: means the items specified in the Order that We have agreed to supply to You.

Installation Plan: means the plan which We will produce to explain what is going to happen, any health and safety issues that You need to be aware of, advise You about any preparations that You may need to make (such as moving furniture or valuables or clearing space), the arrangements for access to Your property by the installation team, any special instructions to protect Your children or pets and what We will be doing with waste and materials that We need to take away.

Marketing Materials: means brochures, drawings, illustrations, literature, samples or other such marketing materials.

Order: means the detailed description of the Goods and Services that You require Us to supply to You and any documents referred to therein.

Order Confirmation: means the action by Us, in writing, of accepting the Order.

Preparatory Work: means any work that We are contracted to do prior to installation of the Goods.

Price: means the total amount that You are contracted to pay to Us for the Goods and Services as shown on the Order.

Services: means the delivery, installation and professional services specified in the Order that We have agreed to provide to You.

We, Us, Our: means Greener Living Ltd., a Limited Company registered in England, Wales & Scotland with the Co. Number 11015293 whose registered/trading address is 2 Waterside Court, Sheffield, S9 2LR.

You, Your: means the person(s) whose details are set out in the Order.

2. You should read these Terms carefully and check that the information shown in the Order is correct. We intend to rely on these Terms, so if You require any changes to them, please ask for the change to be confirmed in writing and prior to the Contract being formed.
3. Your statutory rights as a consumer are set out in legislation and nothing in this Contract, or any of Our Marketing Materials shall affect any of Your statutory rights.

Commencement

4. To signify acceptance of the Order and the Terms and to form the Contract, the Order shall be signed by both parties.

Information we are Required to Give you

5. See GL Quote

Specification of Goods

6. The Goods are described in the Order.
7. We may have shown You Marketing Materials to provide You with an approximate idea of the Goods, layout or positioning that they describe. Although we have made every effort to display the Goods correctly, they may vary slightly from the colour or composition shown. All specifications are approximate only and are subject to normal margins of tolerance for the materials and installation in question.
8. We have taken measurements for your Goods to enable Us to order the right materials to complete your order. It may be necessary for us to carry out a survey to verify our measurements and to develop an Installation Plan (see Preparatory Work).

Performance Calculations

9. We have estimated the energy performance calculations and provided these with Your quotation. Our standard calculations are based on the MCS031 Energy Performance Estimation. Where We have referred to energy inflation or other statistical information, We have used information publicly available from the Office for National Statistics.
10. The performance of energy systems is impossible to predict with certainty due to the variability in fuels and energy sources, climatic variations, local obstructions or environmental conditions and differences from location to location. The estimates provided in this contract are for guidance only and must not be considered as a guarantee of performance.

Preparatory or Emergency Work

11. We will commence work on preparing the Goods for delivery and developing an Installation Plan from the Commencement Date. We may, at Our discretion, wait until Your right to change Your mind elapses (see Rights to Change Your Mind).
12. Our preparatory work may include a survey of Your property, assessment for an Energy Performance Certificate (EPC) or any other preparatory matter. Our fees and charges for preparatory work are clearly shown on the Order. By placing the Order, You give Us permission to go ahead with any Preparatory Work specified in the Order. If You change Your mind and cancel the Contract after commencement of these Preparatory Works, You will be charged a reasonable proportion of the fees shown for them on the Order.
13. If You have requested Emergency Works, this will be clearly shown on the Order and You shall be deemed to have given Us permission to commence with these Emergency Works straight away. In this case We may take temporary action to make Your property safe, secure and watertight, before completing a full repair or replacement as set out in the Order You understand that this means You cannot change Your mind and cancel the Contract in respect of those Emergency Works.

Variations

14. We may need to make minor changes to the Goods specified on the Order if there is a change in laws, regulatory or technical requirements or improvements. These changes will not adversely affect the use or nature of the Goods.

15. You may ask Us to make changes to the specification of the Goods in advance of delivery. We will then advise You if Your requested change is possible and any consequences of that, including to the Price, the Delivery Date or anything else. Any agreed change will be confirmed by Us in writing.

(a) Once you have agreed the details of the design and locations of equipment verbally with our design team, we will send you the full design document for your sign off. Any changes to the design after the full design document has been sent to you will be charged at £500 plus 20% VAT as a redesign fee.

16. During Our Preparatory Work (perhaps as a result of a survey or as a result of Your EPC assessment), it may be necessary to make more substantial changes to the Order. We will discuss these with You to determine if the change is possible and any consequences of that, including the Price, the Delivery Date or anything else. If significant changes are required, We will place the Contract on hold for up to 14 days to enable You to consider whether or not You wish to proceed. At the end of 14 days, if no agreement on changes is reached, the Contract will be terminated. You will receive a refund of any deposit paid within a further 14 days less, at Our discretion, any fees and charges due for the Preparatory Work completed so far. Any agreed change will be confirmed by Us in writing.

Changing Your Mind

17. You have the right to change your mind and cancel this Contract within 14 days from the date of completion of Your installation without giving any reason. This does not apply to the extent that the Contract includes Emergency Works.

18. To change Your mind and cancel the Contract in accordance with the above clause You should tell Us as quickly as possible and confirm this in writing. We have supplied a tear off slip below which You can use, but You do not need to. You can notify Us by any means (see Contact Us).

19. You should think carefully about the consequences of cancelling the Contract at different stages. However, You may change Your mind and cancel the Contract from the Commencement Date to 14 days after the date of completion of Your installation. This is over and above Your statutory rights.

20. If no Goods have been provided or Services carried out (including any Preparatory Work), You may change your mind and cancel the Contract, in which case You will receive a full refund of any monies paid within a further 14 days.

21. If We have commenced with the provision of the Services (including any Preparatory Work) on the Contract, You may change Your mind and cancel the Contract, however We may charge You reasonable fees, provided:

(a) it is a reasonable reflection of the value of the work that has been carried out; and

(b) You gave us permission (by agreeing to this Contract) to proceed within the cancellation period.

22. If We have completed (or partially completed an installation) You should think carefully about the consequences of cancelling the Contract at this stage. We will return to Your property to remove the Goods and You must allow Us to do so. You should plan carefully for this. We will carefully remove the Goods and leave Your property safe, secure and watertight. It is likely to be impossible to refit Your old goods back into the property and We are under no obligation to do so. However, We will ensure that any gas or water pipes are safely capped off and Your property boarded up or sealed so that it is temporarily protected from bad weather. We will charge You reasonable fees for the work done so far and the reduced value of the Goods. If the work has been completed, this could mean that you could be charged a significant proportion of the agreed price.

Delivery and Installation

23. Any additional delivery or installation costs will be shown on the Order (or any agreed variation to it), otherwise Your delivery and installation costs are included in the Price.

24. We aim to complete the delivery and installation on or about the Delivery Date, but We will liaise with You over any reasonable changes to that. For the avoidance of doubt time is not of the essence in respect of the Delivery Date.

25. If a change or delay is caused by something that is within Our reasonable control, We will notify You as soon as reasonably possible and agree with You an alternate Delivery Date. We will take steps to minimise the delay and, if the delay lasts for more than 60 days from the original Delivery Date (unless You have asked for a longer period), We will allow You to cancel the Contract. You will receive a refund of any deposit paid within a further 14 days less, at Our

discretion, any fees and charges due for the Preparatory Work completed so far.

26. If a change or delay is caused by something that is not within Our reasonable control (see Events Outside Our Control), We will notify You as soon as reasonably possible and the change or delay and the reasons for it. We will take steps to minimise the delay, but We may, if necessary, suspend the performance of the Contract until that event is over and the matter back within Our reasonable control.

27. We will prepare for You an Installation Plan. You will be asked to sign a copy of Your Installation Plan and this will be giving Your consent for Us to proceed with the delivery and installation of the Goods.

28. Each installation is different and the specific requirements for Your installation will be set out in Your Installation Plan, but generally:

(a) You permit Us (Our installation team and contractors) safe access to, around and egress from the installation site at all reasonable times and, unless otherwise stated in Your Installation Plan and agreed by You, between the hours of 08:00 and 18:00.

(b) You agree to have relocated any home furnishings at or near to the energy systems installation.

(c) Where items are not removed from working areas, we will not be liable for any damage caused.

(d) Any items which our engineers agree to help you move will not be the responsibility of Greener Living should they become damaged during the move.

(e) You agree to provide Us (Our installation team and contractors) with access to a toilet, hot and cold running water and reasonable use of Your power supply whilst on site.

29. We will ensure that there is adequate sheeting, protective covering and barriers to prevent unnecessary damage to Your home. This includes for the prevention, as far as is reasonably practicable, of the spread of dust or rubble.

30. Waste will be removed no more than 10 working days following completion of the installation by Greener Living.

31. In circumstances where We agree to remove waste from the installation site, You understand that unless We agree otherwise, We shall not be responsible for removing any waste which is not produced as a direct consequence of Our performance of the Services or delivery of the Goods, that is hazardous (including but not limited to asbestos), or which otherwise comes from Your home or garden.

32. It is possible that a problem with Your property will become apparent during the course of the installation. This could include structural defects, underground obstructions, presence of asbestos or hidden cabling. We will draw this to Your attention as soon as possible and agree with You a plan to resolve the problem, if possible, which may involve You bringing in other contractors which will be at Your expense or additional costs to Your planned works.

33. Our installation requires Us to install on to Your existing heating system pipework. Air Source Heat Pumps are pressurised to run at 2 bar. Your internal pipework should be able to withstand a minimum of 10 bar pressure. Should any leaks arise following our installation, these will not be the responsibility of Greener Living.

34. Some installations include the provision of WI-FI dependant products. Greener Living will try for up to 1 hour to connect any WI-FI products. In the instance that we are unable to connect to Your WI-FI we will provide you with information on WI-FI boosters and a user guide that enables you to connect the product at a later date when the connection improves.

Permission and Approvals

35. You are responsible for gaining any necessary approvals including but not limited to any planning permissions, building regulations, local authority permits and approvals, landlord approval or deed of covenant. By permitting Us to provide the Goods and carry out the Services You warrant to Us that this has been done.

36. We are responsible for the registration of Your installation with HIES.

Obtaining Ownership of the Goods

37. You take responsibility for the risk of damage or loss to the Goods from the date that We complete the Services.

38. You obtain title (ownership) of the Goods when We receive payment of the Price in full without any set-off or counterclaim or a properly executed finance agreement is in place with a finance provider who will pay Us for the Goods and Services on Your behalf. However, in the event that You enter into a finance agreement please be aware that there may be terms governing title (ownership) as between You and the finance provider.

Insurers

39. It is the customers responsibility to notify the customers household buildings or content insurers, should such be required. of any change to the property bought about by the works and in so far as the same is Insurable to ensure appropriate insurance cover is affected. The customer is strongly recommended to check the insurance policy. schedule and terms and conditions to see if such notification is required and if there is any doubt the customer should notify the insurers in writing of the proposed works before such works commence.

Payment Terms

40. The full Price is shown clearly on the Order. We may amend the Price, by agreement with You, following a survey or any other additional matters that arise in the course of delivering the Services.
41. You will pay for the Goods and Services as follows:
- (a) You will pay Us a guarantee
 - (b) 25% of the Price, on receipt of the Order Confirmation
 - (c) Once the Goods have been manufactured, they will be assigned to You and You will pay Us a further 50% of the total price
 - (d) On completion of the installation, you will pay the balance of any sums due.
42. We accept payment by cash, cheque, bank transfer, debit card, as well as finance, wherever appropriate.
43. The non-payment of any payments due by the relevant due date, may incur additional charges. If the balance is not paid within 5 days we may levy interest at a rate of up to 8% above the Bank of England base rate applicable at the time that the invoice became overdue. Any interest due will be calculated and added to Your bill and accrue from the date on which payment was due to the date of payment whether before or after any judgment. We may also add any legal, debt recovery or processing fees to the amount due.
44. Prior to making an application for Boiler Upgrade Scheme vouchers, the property must meet the schemes regulations of a valid energy performance certificate for the property which is dated within a 10 year period and does not include a recommendation stating loft insulation and/or cavity wall insulation.
45. Once the application has been completed, an email will be sent to you from Ofgem which requires your prompt consent.
46. You are required to disclose where you have already claimed and received a government incentive in the past.
47. Should any actions by the customer effect or result in the voucher being rejected, the customer will be liable for the cost of the whole installation.

Defective Goods or Service

48. We make every effort to supply and fit Goods to Your complete satisfaction. However, if You have a concern or complaint about the Goods or Service, please let Us know as soon as possible (See Contact Us).
49. If You do identify a fault or problem with the Goods, You agree to give Us a chance to put things right. We will investigate the fault, which may include coming back to Your property if necessary. You agree to cooperate with Us to enable Us access to Your property and to resolve Your complaint.
50. We do not accept liability for the following faults with Your installation:
- (a) any damage caused by You following the completion of installation,
 - (b) any damage caused by You, or anyone acting for You, in attempting to repair the fault without Our consent,
 - (c) any damage caused by fair wear and tear of the Goods.
51. If Your product is made from wood, this is a natural product which is subject to imperfections, knots and blemishes. It can also differ in colour and shade. We cannot accept responsibility for such blemishes.

52. The installation of Your product could make Your property more thermally and energy efficient. However, a by-product of this can be additional condensation either on the surface of the glass (but not between the panes), the surface of the frames and elsewhere in Your home. This is related to the need for adequate ventilation. We will advise You about how to improve the free flow of air around Your property, which will reduce condensation, but We cannot accept responsibility for problems with condensation.

53. The CRA states that if You have a problem with the Services, then You can ask Us to repeat or fix the Services if it's not carried out with reasonable care and skill or get some money back if We can't fix it.
54. The CRA states that the Goods must be as described, fit for purpose and of satisfactory quality. If the goods do not meet these requirements:
- (a) within 30 days then You are entitled to a refund,
 - (b) after 30 days but within 6 months then if We are unable to repair or replace the Goods, then You are entitled to a full refund or
 - (c) after 6 months but within 6 years then if the Goods do not last for a reasonable period of time, then You may be entitled to some money back.
55. If You reject the Goods and seek a full refund, We will return to Your property to remove the Goods and You must allow Us to do so. You should plan carefully for this. We will carefully remove the Goods and leave Your property safe, secure and watertight. It is likely to be impossible to refit Your old goods back into the property and We are under no obligation to do so. However, We will ensure that any gas or water pipes are safely capped off and Your property boarded up or sealed so that it is temporarily protected from bad weather.
56. The Goods may have a manufacturers guarantee and, if the fault is a manufacturing fault, We will work with the manufacturer to repair or replace the Goods. For convenience, many manufacturers prefer to deal directly with You if it is a manufacturing fault, but We retain primary responsibility for resolving Your concern or complaint.

Workmanship Guarantee

57. We are required under the HIES Code of Practice to provide you with a Workmanship Guarantee.
58. We guarantee all work will be carried out by installers using reasonable care and skill. They will use a level of reasonable care and skill as it is reasonable for you to expect. The guarantee period for the installation services shall be two years from completion of the installation services. Further terms of the Workmanship Guarantee will be provided to you in our handover documents.
59. The Workmanship Guarantee will be underwritten with an Insurance Backed Guarantee, you will be entitled to claim on this insurance policy should We cease to trade and not be in a position to honour such a guarantee.
60. We will ensure that if a property changes ownership there will be no charge to transfer any workmanship guarantee to the new owners of the property.
61. We will register the completion date of the Contract with HIES within 7 days of completion in order that an Insurance Backed Guarantee is issued to You to underwrite the workmanship guarantee.

Complaints

62. In the event of a complaint please contact Us as soon as possible (see Contact Us).
63. A copy of our complaints policy is available upon request.

Dispute Resolution

64. In the event of an unresolvable issue, You can refer Your case to Our nominated alternative dispute resolution provider through HIES, HIES can be contacted at:
- HIES,
Address: Centurion House, Leyland Business Park, Centurion Way, Farington, Leyland, PR25 3GR
Telephone: 0330 335 3354
Email: info@hiesscheme.org.uk
65. The parties agree that, in the event of a dispute, We will exclusively attempt to resolve the dispute through using HIES's alternative dispute resolution services.

66. If we are unable to resolve the dispute through mediation, the complaint can be referred by HIES to The Dispute Resolution Ombudsman, who is entirely independent of HIES.
67. This Contract is subject to the applicable laws of England, Wales, Scotland and Northern Ireland and subject to the agreement of the parties to attempt to resolve a dispute through alternative dispute resolution, the courts of England and Wales shall have exclusive jurisdiction to hear any dispute arising from this Contract.
68. If any court, ombudsman or any other competent authority decides that any aspect of any term of this Contract is invalid or unenforceable, that aspect of that term shall be severed from the Contract and shall have no effect on the remainder of the Contract.

Limitation of Liability

69. Either party shall be liable for any death or personal injury caused by its negligence or any negligence of its subcontractors, any fraud or fraudulent misrepresentation committed by it and for any other loss or damage suffered by the other party which is a direct consequence of the relevant party's breach of its obligations under this Contract and whether in contract, tort (including negligence), breach of statutory duty or otherwise. In the event of loss or damage, the party suffering the loss or damage shall be required to take reasonable steps to mitigate the loss or damage.

Events Outside our Control

70. We will not be liable for the consequences of any events that are outside of Our reasonable control, and which includes, but is not limited to:
- (a) Civil commotion, civil war, riot, invasion, armed conflict, terrorist attack or threat of terrorist attack, war or threat or preparation for war,
 - (b) Acts of God, collapse of buildings, fire, explosion, inclement weather, storm, flood, subsidence, drought, epidemic or natural disaster,
 - (c) Impossibility of use of railways, shipping, aircraft, motor transport or other means of public or private transport,
 - (d) Impossibility of use of public or private utility networks or telecommunications,
 - (e) The acts, decrees, legislation, regulations or restrictions of any government, whether national or local or
 - (f) Strikes or labour unrest (other than in relation to Our own employees).
71. The obligations of the parties under this Contract are suspended for the period for which such a Specified Event continues and extended for the duration of that period.

Transfer of Rights and Third Parties

72. In the event of Greener Living ceasing to trade and not be in a position to honour Our obligations under this Contract, we may transfer Our rights and obligations under this Contract to a suitably qualified third party of Our choosing. We will tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under this Contract.
73. You may not transfer Your rights and obligations under this Contract to any other person without Our consent. Except that, if We are in default of any award made by Our nominated alternative dispute resolution provider You may transfer Your rights to HIES for the purpose of recovering that award from Us.
74. This Contract is between You and Us. To the extent permitted by law, no third party has any rights to enforce any of the terms of this Contract.

Using Your Personal Information

75. We will use the personal information You provide to Us in accordance with the Data Protection Act 2018, General Data Protection Regulations and more specifically to:
- a) Supply the Goods and Services to You,
 - b) Process any payments that You make for the Goods and Services, including if necessary, conducting credit reference check,
 - c) Register Your installation with any relevant bodies, including Your deposit protection and insurance backed guarantee and any competent person scheme,
 - d) Address any concerns or complaints that You have about the Goods and Services, including liaison with HIES or The Dispute Resolution Ombudsman where the law requires Us to share.
76. On the Order, We have asked You to indicate whether or not You will allow Us to send You information about Our future Products and Services. We will use Your information in accordance with Your wishes and You may notify Us of any changes to those wishes (See Contact Us).

Contact Us

77. If you need to write to us, you may do so at:

2 Waterside Court, Bold Street, Sheffield, South Yorkshire, S9 2LR
info@greenerliving.co.uk

If you need to call us, you may do so by calling:
0114 349 8080