

TERMS AND CONDITIONS OF BUSINESS

Environmental Energies Limited is a member of the Renewable Energy Consumer Code and this document is prepared in accordance with the Consumer Code.

Your attention is in particular drawn to the limitation of liability provisions in paragraph 11 of these Terms.

1. DEFINITIONS

1.1 The following definitions apply to these Terms:

Contract: the contract between the Customer and the Supplier for the Services and the Products, comprising the Quotation, the Customer Order Form and these Terms (as varied by written agreement between the parties or in accordance with these Terms).

Customer: the person named as the Customer in the Quotation (“**you**”) who purchases the Services and/or the Products from the Supplier.

Customer Order Form: the Customer’s written order for the Services and the Products.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK and any other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Force Majeure Event: shall have the meaning given in paragraph 12 of these Terms.

Order: the Customer’s order for the Services and the Products as set out in the Customer Order Form.

Order Acknowledgement: the Supplier’s written acknowledgement of receipt of the signed Customer Order Form, given in accordance with paragraph 2.6 of these Terms.

Price: the price payable by the Customer to the Supplier for the Services and the Products, as shown in the Quotation (or as varied in accordance with these Terms).

Products: the products and materials referred to in the Quotation which shall include, but not be limited to, Solar PV equipment, batteries, EV chargers and related products.

Proposed Commencement Date: the date on which work is due to start at the Site, as set out in the Quotation (or as varied in accordance with these Terms).

Proposed Delivery Date: the date on which the Products are due to be delivered to the Site, as set out in the Quotation (or as varied in accordance with these Terms).

Proposed Completion Date: the date on which the Services are due to be completed, as set out in the Quotation (or as varied in accordance with these Terms).

Quotation: the Supplier’s quotation for the provision of the Services and the supply of the Products, referring to these Terms.

Representatives: a party’s employees, consultants, agents, suppliers and/or contractors.

Services: the planning, installation and commissioning services described in the Quotation;

Site: the place where the Products are to be installed and the Services carried out, as described in the Quotation.

Supplier: Environmental Energies Limited (“**we/us**”).

Terms: the terms and conditions of business set out in this document.

Writing or written: includes faxes and e-mail.



1.2 Headings do not affect the interpretation of these Terms.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

2. BASIS OF SALE

Entire Agreement

2.1 We consider that these Terms, the Quotation and the Customer Order Form set out the whole agreement between you and us for the supply of the Services and the Products. These Terms only apply to our contracts with consumers.

Contract Details

2.2 Please check that the details in these Terms, the Quotation and the Customer Order Form are complete and accurate before you commit yourself to the Contract. If you think that there is a mistake or omission in any of these documents, please contact us immediately. Any changes to the Services or the specification of the Products or any other variation to the Terms or Quotation or Customer Order Form that you agree with our authorised employees and agents will only be binding if agreed by both parties in writing or in accordance with paragraph 6 of these Terms. We only accept responsibility for statements and representations by our authorised employees and agents that are made in writing.

2.3 Please ensure that you read and understand these Terms before you sign and send the Customer Order Form to us because you will be bound by the Terms once a contract comes into existence between us in accordance with paragraph 2.6.

2.4 Any samples, drawings or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Services or Products they describe. They do not form part of the Contract between you and us or any other contract between you and us for the supply of the Services and the Products.

2.5 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

Formation of Contract

2.6 The Order is an offer by you to enter into a binding contract with us. The Contract shall become binding on you and us when:

- (i) we issue you with an Order Acknowledgement; or
- (ii) we notify you in writing that we are able to provide the Services and/or the Products,

whichever is the earlier, at which point a contract shall come into existence between us.

Quotation

2.7 The Quotation is given on the basis that a binding contract shall only come into existence in accordance with paragraph 2.6. The Quotation shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

Cooling-off Period

2.8 You may cancel the Contract and receive a full refund of your deposit by sending written notice of cancellation to us within fourteen calendar days, starting from the day that the contract is concluded (as set out in paragraph 2.6). This right is known as the "Cooling- Off Period". If you cancel after that period, then unless we are in breach of this Contract, the provisions set out in paragraph 8.1 of this Contract will apply.

2.9 We have the right to revise and amend these Terms from time to time. You will be subject to the terms in force at the time that you order the Services and Products from us, unless any change to these Terms is required by

law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled.

3. OUR OBLIGATIONS TO YOU:

3.1 We will carry out the Services, supply the Products and communicate with you in accordance with the Renewable Energy Consumer Code.

3.2 Unless we are prevented from doing so by a Force Majeure Event (as set out in paragraph 12 of these Terms), we will provide:

3.2.1 Services which:

- (i) conform in all material respects with their description;
- (ii) are carried out with reasonable care and skill;
- (iii) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us or we could reasonably expect you to use the Services;
- (iv) are free from material defects in design, material and workmanship; and
- (v) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom; and

3.2.2 Products which will on delivery and for a period of 6 months after the date of delivery:

- (i) conform in all material respects with their description;
- (ii) be of satisfactory quality;
- (ii) be fit for any purpose we say the Products are fit for or for any reasonable purpose for which you use the Products;
- (iii) be free from material defects in design, material and workmanship, and
- (v) comply with all applicable statutory and regulatory requirements.

3.3 We will provide you with a warranty that covers the Services and which shall comply with the Renewable Energy Consumer Code (the “**Warranty**”). You must notify us in writing within a reasonable period of discovering any defect that you wish to make a claim under the Warranty. We shall take steps to procure that you have the benefit of any manufacturer’s warranty in relation to the Products, in accordance with the terms of the Warranty.

Timetable

3.4 We agree to supply the Products and carry out the Services as specified in the timetable set out in the Quotation. Your acceptance of these Terms indicates that you agree to proceed using that timetable.

3.5 We may adjust that timetable (and shall confirm any adjustment in writing to you as soon as practicable):

- (i) in accordance with paragraph 3.7 (where any delay is within our control but you accept our offer of different products) or paragraph 3.8 (where any delay is within your (or your Representatives’) control);
- (ii) in accordance with paragraphs 6.1 to 6.3 of these Terms, where you wish to make changes to the Contract;
- (iii) in accordance with paragraph 6.4 (where the Site is unsafe) or paragraph 7.1 (where unexpected work arises); or

- (iv) in the event that there is a delay in (a) the receipt of the relevant consents and approvals required to carry out the Services, or (b) the receipt of any grant/financial incentive relating to the Services, where the Contract is dependent on the receipt of a grant/financial incentive.

3.6 We will make every effort to complete the work in accordance with the timetable set out in the Quotation (or as adjusted in accordance with these Terms) but we will not be responsible for delays caused by a Force Majeure Event (as set out in paragraph 12 of these Terms).

Consequence of delay caused by us

3.7 You will be entitled to compensation if we cause significant or unreasonable delay due to factors within our control.

3.7.1 In the case of delays to the delivery of Products beyond the time or period we have agreed (as adjusted in accordance with these Terms), or where no time or period has been agreed then beyond a period of 30 days from the date you sign the Contract, then you may be offered different products of equivalent specification, value and quality, so long as they are certified by the Microgeneration Certification Scheme. You can either accept our offer of different products (in which case we will adjust the timetable accordingly and shall confirm the timetable adjustment in writing as soon as practicable), wait for the Products that you ordered or cancel the Contract as detailed in paragraph 8.2 of these Terms. This is in line with the Renewable Energy Consumer Code and the Consumer Rights Act 2015.

3.7.2 In the case of an unreasonable delay to the Services for reasons that are within our control then you can cancel the Contract as detailed in paragraph 8.2 of these Terms.

Consequences of delay caused by you

3.8 We will seek to accommodate small delays caused by you or your Representatives without making any adjustment to the price of the Contract. If there is any delay or the Services last longer than expected for any reason within your (or your Representatives') control, we will adjust the timetable and the price of the Contract accordingly and shall confirm the timetable and price adjustment in writing as soon as practicable, subject to paragraph 7 of these Terms.

3.9 Once the Services have been completed, we will give you any guarantees, test certificates and other relevant paperwork related to the Products and the Services.

4. YOUR OBLIGATIONS TO US:

Payment

4.1 You agree to pay a deposit of 25% of the total Contract price when you sign the Customer Order Form. Should you decide to cancel the Contract within the "Cooling-Off Period" (see paragraph 2.8 of these Terms) we will return that deposit to you in full. If you pay the deposit before we have inspected the Site, and if we find during that inspection that we cannot carry out the Services, then we will refund that deposit to you in full.

4.2 We may require you to make a further advance payment of 25% of the total Contract price which would be payable twenty one days prior to the Proposed Commencement Date (as set out in the Customer Order Form). Such further advance payment would only be used to carry out the Services e.g. to purchase the Products. We would inform you when we use any of your money to purchase the Products.

4.3 Our prices set out in the Quotation include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services and Products in full before the change in the rate of VAT takes effect.

4.4 If we do not receive the deposit (or, if applicable, the further advance payment) by the date that either payment is due, then we may give you written notice that we intend to delay the Proposed Commencement Date until payment is made. Once we have sent you this written notice, we may suspend all work until payment is made.

4.5 The outstanding balance on the Contract price is due on completion of the Services. We will issue you with an invoice when the Services have been completed which shall be payable on receipt.

4.6 You will not be entitled due to any alleged minor defect to withhold more than a proportionate amount of the outstanding balance of the Contract price. If you do withhold any amount after the due date because of any alleged minor defect you must give us notice before the final date on which payment is due. In that notice you must also state the reasons you are withholding payment.

4.7 If we fall into receivership, administration or bankruptcy your deposit (and any advance payment) will be protected as detailed in paragraph 5.3 of these Terms.

Disputed Payments

4.8 If you dispute any part of a payment or invoice and wish to withhold any amount(s), you must notify us in writing at least 7 days before the due date for payment setting out the amount(s) you propose to withhold and the reasons for doing so. The undisputed parts of an invoice must be paid and any disputed amount(s) will be dealt with under paragraph 10 of these Terms. Except as stated in this paragraph, you shall not withhold any money or set off any amount against payments owed to us or our invoices.

Failure to pay

4.9 If you fail to pay the deposit, any further advance payment or an amount specified in an invoice by the due date then we may charge interest on such unpaid amounts until the full amount is paid. The interest rate payable will be 3% above the base rate set by the Bank of England. 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.

4.10 If you are in breach of this Contract because you have failed to make an agreed payment and the Proposed Commencement Date is delayed, then we may be entitled to recover any additional costs we incur. We will provide you with written notice containing full particulars of such costs within 21 days of our written notice to you of any delay of the Proposed Commencement Date (sent to you in accordance with paragraph 4.4 of these Terms).

4.11 We may require you to return and deliver up the Products to us if you fail to pay in accordance with the Contract. Failing this, we will take legal proceedings to recover the Products or their outstanding value.

Information and Consents

4.12 You must provide us with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with the Contract, including accurate details of underground services.

4.13 You must obtain all relevant permissions (such as planning and building consents) that are necessary before we commence the Services and/or deliver the Products. In addition, you are responsible for making any necessary changes to your electricity metering arrangements and for ensuring that any ground works or pipe cable routes set out in the Quotation will not have any detrimental effect on any foundations, structures or underground services. If we ask to see those permissions (and related drawings and/or specifications) you must make those available. It is your responsibility to get the necessary permissions and approvals for the work to take place and to inform us of any conditions attached to any such permission or approval.

4.14 You are responsible for all applications for available grants/financial incentives in relation to the Services (including, but not limited to, the accuracy of all details contained in such applications). We shall be entitled to rely on drawings and/or information prepared by your Representatives in relation to the provision of the Services.

Supply of Services

4.15 You agree to provide the following for our use free of any charge:

- (i) water, washing facilities and toilets;
- (ii) electricity supply;

- (iii) adequate storage space;
- (iv) safe and easy access to the Site from the public highway;
- (v) easy access to the location within the Site where the Services are to be provided by removing all belongings.

4.16 You, or your Representatives, may need to carry out preparatory work before we can start to provide the Services and/or deliver the Products. If so, we will describe this to you in writing. This work must be finished before the Proposed Commencement Date. This work must be undertaken by competent persons and must be of the necessary quality for the Services to be carried out. If this preparatory work is not finished before the Proposed Commencement Date, then the provisions set out in paragraph 3.8 of this Contract will apply.

4.17 Should you be in breach of the provisions set out in paragraphs 4.12, 4.13, 4.15 and 4.16 of these Terms you may incur additional costs due to delay and/or provision of additional services. You may be required to pay reasonable compensation to cover those extra costs. If this happens then paragraph 7 of these Terms will apply.

4.18 On completion of the Services, we will, as far as is possible, reinstate the Site to the state in which we found the Site prior to the Services being carried out.

5. Delivery, Title and Risk

5.1 We will deliver the Products to the Site on the Proposed Delivery Date set out in the Quotation (unless the timetable for the Services has been varied in accordance with these Terms in which case delivery shall take place on the amended date).

5.2 In order to protect your deposit and any advance payment, we shall ensure that you are covered by the Deposit and Workmanship Warranty Insurance Scheme (as described in paragraph 5.3 of these Terms) and place your deposit and any advance payment in a third party account (as described in paragraph 5.4 of these Terms).

Deposit and Workmanship Warranty Insurance Scheme

5.3 Your deposit and any advance payment will be insured through an insurance scheme (in accordance with the Renewable Energy Consumer Code). We will provide you with details of the scheme, and you will receive a policy directly from the provider once you have signed the Customer Order Form. In this way, your money will be protected should we fall into receivership, administration or bankruptcy before the Products have been delivered.

The Client Account

5.4 We will place your deposit and any advance payment made before the Products have been delivered to the Site in a special "client" or other third party bank account or dedicated "customer" bank account. This money can only be used for work carried out under the Contract.

5.4.1 If we should fall into receivership, administration or bankruptcy then the money in that dedicated bank account will be returned to you or passed to another supplier who will complete the Services.

5.5 Where your money has been used to make purchase Products on your behalf, then legal title to those Products, or the proportion of them you have paid for, will pass to you. We must either deliver them to you or label them as belonging to you. Where the Products are stored by us then we must keep those Products separate from our own goods and those of third parties. We must also keep the Products stored, protected, insured and identified as your property until they are delivered to you.

You must be able to inspect the Products and/or repossess them. Where your money has not been used to purchase Products on your behalf, ownership of the Products will only pass to you when we receive payment in full of all sums due for the Products.

5.6 Products belonging to us may be delivered to the Site. If the contract is terminated early for reasons detailed in paragraph 8.3 of these Terms then, with reasonable notice, you must return and deliver the Products to us. If this

happens then we will reimburse you if any of your money was used to purchase a proportion of the Products. If you do not return the Products to us, we retain the right to take legal proceedings to recover the Products or their value.

5.6.1 If the Contract is terminated early for reasons detailed under paragraph 8.6 of these Terms then, with reasonable notice, you must return and deliver the Products to us. In this event, you may have to pay compensation for reasonable costs or losses reasonably incurred by us. This may be deducted from any deposit or further advance payment you have already made.

5.7 Until ownership of the Products passes to you, you must:

- store the Products separately in such a way that they remain readily identifiable as our property;
- not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;
- maintain the Products in a satisfactory condition.

5.8 If you fail to take delivery of the Products on the Proposed Delivery Date then, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control:

- (i) we will store the Products until delivery takes place and may charge you a reasonable sum to cover expenses;
- (ii) we shall have no liability to you for late delivery.

6 Changes to the Contract

6.1 If, after signing the Customer Order Form, you wish to make changes to the Contract (including, but not limited to, where the conditions of any approval require changes to be made to the Services) you must notify us in writing. We may be able to incorporate your changes provided that:

- it is technically possible;
- we have the necessary resources;
- the necessary permissions are in place.

6.2 As soon as practicable after receiving your written notification of changes to the Contract, we shall notify you in writing whether we are able to incorporate your changes, the estimated cost of any such changes and the likely effect on the timetable set out in the Quotation.

6.3 Unless you notify us within 3 working days of receiving our written notice and estimate of the cost of such changes and the likely effect on the timetable, the price of the Contract will be adjusted in accordance with our estimate and an appropriate extension of time for completion of the Services shall be agreed. We will confirm the price adjustment and time extension in writing as soon as practicable. If, in the final design we present to you, the installation differs significantly from what we have described to you, we will draw this to your attention in writing and you will be able to cancel the Contract as detailed in paragraph 8.5.

6.4 In the event that the Site is found to be unsafe at any point before or during the provision of the Services, we shall interrupt the provision of the Services and shall notify you of the reasons for the interruption. You shall be responsible for making the Site safe and shall notify us within 30 days of the date of interruption that adequate steps are being taken to make the Site safe. These steps must be complete within 6 months of the date of interruption. Subject to paragraph 3.6 and paragraph 10 of these Terms, we shall continue to provide the Services as soon as we deem that the necessary corrective measures have been taken to make the Site safe.

6.5 Where the Site is a roof space, you shall be responsible for ensuring that the Site is suitable (structurally and otherwise) for the performance of the Services and/or the installation of the Products including (but not limited to) the ability of the Site to handle the weight of the Products. We shall not be liable for any loss resulting from your failure to comply with this paragraph and/or any damage that arises as a result of the provision of the Services/installation of the Products at an unsuitable Site.

7 Unexpected work

7.1 Where unexpected work arises during the course of the Services which we could not have reasonably foreseen when submitting the Quotation (including, but not limited to, any difficulty resulting from the presence of materials containing asbestos at the Site which were not identified prior to the commencement of the Services, or any difficulties arising as a result of unsafe wiring which must be made safe as soon as it is discovered), we shall inform you and shall make a fair and reasonable adjustment to the price of the Contract and the date for completion of the Services. We shall confirm the price adjustment and amended date for completion of the Services in writing to you as soon as practicable.

7.2 The Quotation shall set out the hourly or daily costs that would result from any unexpected work due to site conditions or special circumstances beyond our control.

8 Cancellation of the Contract

Your rights

8.1 In accordance with paragraph 2.8 of these Terms, you may cancel the Contract by sending us written notice no later than 14 calendar days after the date on which the Contract was concluded in accordance with paragraph 2.6 of these Terms.

8.1.1 If you cancel this Contract after the period referred to in paragraphs 8.1 and 2.8 of this Contract then you may have to pay compensation for costs or losses reasonably incurred by us. We will try to keep those costs to a minimum. We have a right to retain all or part of your deposit and any further advance payment as a contribution.

8.1.2 If you want the Services to be provided during the cancellation period referred to in paragraph 8.1 and 2.8 then you must request this in writing and sign the request. If we start the Services and you later decide to cancel the Contract within the cancellation period then you may be responsible for the cost of the Products and Services already supplied and for making good the Site.

8.2 If there is a delay to the delivery of the Products or the provision of the Services for reasons that are outside your control, but within our control, you will be entitled to cancel the contract and receive a full refund. This is in line with the Renewable Energy Consumer Code and the Consumer Rights Act 2015.

8.3 Please let us know if you believe that we have breached any of our obligations as set out in these Terms as soon as possible after we have carried out the Services or after delivery of the Products. If we are in breach of our obligations as set out in these Terms in relation to the supply of the Services, then you have a right to:

- request a repeat performance of the Services; or
- ask for compensation.

If any of the Products that we supply are faulty, incorrectly installed, incorrectly described or not fit for purpose, you can:

- request a repair or a replacement; or
- reject the Products and ask for compensation.

You can seek those remedies if what we supply or install is faulty, incorrectly described or not fit for purpose. You cannot seek those remedies if you change your mind about the Contract or you decide you no longer want some or all of the Products.

8.4 These Terms will apply to any replacement Services or to any repaired or replacement Products we supply to you.

Our rights

8.5 As detailed in paragraph 6.2 above, you will be able to cancel the Contract (and have any deposit or advance payment refunded) if, in the final design we present to you, the installation differs significantly from what we have described to you.

8.6 If you are in breach of your obligations as set out in these Terms and you fail to remedy that breach within 14 days of receiving written notice from us about that breach, then we have a right to cancel the Contract. We must give you reasonable opportunity to rectify the alleged breach.

8.7 If we suffer a loss as a result of your breach of contract, we must take reasonable steps to prevent the loss from getting worse. If your breach of the Contract leads to a cancellation then you may have to pay compensation for reasonable costs or losses reasonably incurred by us.

8.8 We may give notice to cancel the Contract if the supply of Services is interrupted under paragraph 6.4 and (i) you do not notify us within 30 days of the date of interruption that adequate steps are being taken to make the Site safe; or (ii) you have failed to take adequate steps to make the Site safe within 6 months of the date of interruption. In this case, we shall submit a final invoice to you for all work done prior to the date of interruption. Payment of this invoice shall be due on receipt of the invoice.

8.9 Either party may cancel the Contract if the other party becomes insolvent or bankrupt or has a receiver, manager or administrative receiver or liquidator appointed.

8.10 Cancellation of the Contract shall not affect the accrued rights and liabilities of the parties at the cancellation date.

9 Intellectual Property Rights

All copyright and other intellectual property rights in designs and documents prepared by us shall remain our sole property. You shall have a licence to use them, but only for the purposes for which they were prepared. We shall have a similar licence in respect of drawings and documents issued to us by you.

10 Complaints, conciliation and arbitration

10.1 If at any time you wish to make a complaint about the Services and/or Products, you should follow the procedure set out in the Renewable Energy Consumer Code. If at any time a complaint or dispute arises between you and us which cannot be resolved amicably or through the complaints procedure set out in the Renewable Energy Consumer Code then both you and we can refer the matter to mediation. We must agree to mediation if that is your wish.

10.2 The mediation service that will be used is that offered by the set out in the Renewable Energy Consumer Code. It aims to reach a non-legal solution to the dispute in a reasonable timescale. The Renewable Energy Consumer Code will appoint a suitably qualified independent expert (or experts) to consider the matter in the light of consumer protection legislation in force. After considering all the evidence, either in writing, or in a face-to-face mediation, the expert will make recommendations for resolving the issue. Neither party will be bound by these recommendations, though both are strongly encouraged to accept them in the interests of resolving the dispute speedily and effectively.

10.3 If agreement is not reached through mediation for any reason, you can refer the matter to the independent arbitration service and we must agree to arbitration if that is your wish. If we would like to seek arbitration then we must seek your permission first. The procedure used for independent arbitration is described in the Renewable Energy Consumer Code. You will have to pay small fee directly to the arbitration provider, which may be refunded to you if the arbitrator finds in your favour.

10.4 The outcome of the arbitration process will be legally-binding and enforceable. An award made under the independent arbitration service will be final and binding on you and us. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.

11. Limitations of Liability

11.1 Except for our liability under the Warranty given to you in accordance with paragraph 3.3 of these Terms, subject to paragraph 11.3, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

11.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

- (i) loss of income or revenue;
- (ii) loss of profit;
- (iii) loss of business;
- (iv) loss of anticipated savings;
- (v) loss of data.

However, this paragraph 11.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

11.3 This paragraph does not exclude or limit in any way our liability for:

- (i) death or personal injury caused by our negligence; or
- (ii) fraud or fraudulent misrepresentation;
- (iii) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (iv) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (v) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

11.4 Subject to paragraphs 11.2 and 11.3, our total liability in contract, tort (including for negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to £1,000,000 per claim.

11.5 We shall not be liable under any circumstances for any losses that arise in connection with your application for grants/financial incentives in relation to the Services, including, but not limited to, losses that result from (i) your failure to provide accurate details in relation to any applications for grants/financial incentives, (ii) your failure to obtain any available grants/financial incentives, and/or (iii) any reduction in the amounts payable under any available grants/financial incentives, (including, but not limited to, as a result of the application criteria for such grants/incentives being amended or such grants/incentives ceasing to be available).

11.6 We shall not be liable for any losses arising from the failure of any metering or monitoring equipment provided in relation to the Services nor in relation to the failure (or under-performance) of any recharging equipment or batteries provided in relation to the Services. Products that we install may interface with equipment owned by you. We are not responsible for compatibility between your equipment and any of the Products installed.

11.7 You are responsible for complying with the terms of any manufacturer's warranty in relation to the Products which shall include (but not be limited to) any requirements to comply with the manufacturer's instructions and/or to ensure that the relevant Product is subject to regular inspection and maintenance by properly qualified and experienced persons. We shall not be liable under any circumstances for any losses that arise in connection with your failure to comply with the terms of any manufacturer's warranty, including (but not limited to) any losses that result from your failure to ensure that you comply with the manufacturer's instructions in relation to the relevant Product or that the relevant Product is regularly inspected and maintained.

11.8 Where any loss is suffered by you and any other person is jointly and severally liable to you, the loss recoverable by you from us shall be limited so as to be in proportion, on a just and equitable basis, to our relative contribution to the overall fault of us, you and any other person in respect of the loss in question.

12 Force Majeure Events

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 events outside our reasonable control (Force Majeure Event).

12.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (i) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of preparation for war; or
- (ii) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (iii) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public transport; or
- (iv) impossibility of the use of public or private telecommunications networks.

12.3 Our obligations under these Terms are suspended by the period that the Force Majeure Event continues, and we will extend the time to perform those obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

13 Assignment

You may not assign any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

14 Notices

All notices sent by you to us must be sent to Environmental Energies Limited at Unit 3, Manor Farm, Clipston Road, Clipston, Market Harborough, Leicestershire, LE16 9RP. We may give notice to you at either the e-mail or postal address you provide to us in the Customer Order Form. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to provide, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

15 Data protection

We will comply with all applicable requirements of the Data Protection Legislation. This paragraph 15 is in addition to, and does not relieve, remove or replace, any party's obligations or rights under the Data Protection Legislation. Any personal information that is collected and processed by us in connection with the Contract will be collected and processed in accordance with the terms of our Privacy Policy, a copy of which can be found on our website or is available on request from the Company.

16 Severance

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

17 Waiver

If we fail, at any time, while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have

Environmental Energies Limited
Harborough Innovation Centre
Airfield Business Park, Leicester Road
Market Harborough, Leics, LE16 7WB

Tel: 01858 525 407

Email: sales@environmentalenergies.co.uk

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waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

18 **Third Party Rights**

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

19 **Governing Law**

These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

