



Contract of Sale – for contracts agreed away from trade premises

## **Should you require either this Contract or any other information we have supplied to you in large print, please contact us.**

**This Contract has been prepared to comply with all our obligations under the HIES Code of Practice and the Microgeneration Certification Scheme.**

**This contract details our obligations to you, and your obligations to us, if there is any point that we can clarify for you, please contact us.**

### **1. The Quotation**

The quotation we have given you is valid for 30 days from the date of issue. To confirm your order, you will need to sign both copies of this contract; you should keep one copy for your records and return the other copy to us at the address on the quotation. No contract will be in place until we confirm the order with you.

The quotation will document all goods and services we propose to supply, along with the total price for these goods and services including VAT.

We will provide you with a timetable for supplying the goods and carrying out the installation.

The quotation will include information as to the performance of the technology we have proposed to install. These performance estimates will be calculated according to the requirements of the appropriate MCS Standard.

We will discuss with you and provide you with information as to the location of key components. You will be given the opportunity to approve the site designs before work commences.

Where we are unable to supply the main energy generator that was specified in the quotation, we will inform you of this in writing and you will have the right to cancel this contract.

We will advise you on approvals and permissions that may be required for the work; however, it will be your responsibility to ensure that such approvals and permissions are in place.

If there are additional payments that you may have to make, such as planning costs or if you need to consult a Structural Engineer, we will offer assistance and advice, but you will be responsible for these costs.

If there is a particular service or item of equipment that would normally be considered as part of the installation and you have requested that this not be included, then we will have documented this on the quotation.

Please take time to acquaint yourself with this contract, if there is anything you do not understand, or if you require clarification on any point, please contact us.

### **2. Right to cancel**

#### **Your rights under this contract**

The 'Cancellation Period' begins when the contract is agreed and will end 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

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You have the right to cancel this contract during the cancellation period without giving any reason.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the Cancellation Form we have supplied but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

You may also cancel this contract if there is an unreasonable delay in the installation being carried out, if this has not been caused by you. You would also be entitled to a full refund if that delay has been caused by something outside of our direct control but not caused by you.

If you cancel this contract outside the cancellation period you may have to pay to us reasonable costs for any losses we may have incurred. We will attempt to keep these costs to a minimum. If you have paid us a deposit or any advance payments, we may retain all or part of these payments as a contribution.

You will be entitled to cancel this contract if there is a serious delay in our ability to carry out the agreed work that is outside of your control, but within our control, you will be entitled to a full refund.

If we are in serious breach of our obligations as detailed in this contract then you will be entitled to cancel this contract, request a repair or replacement or you may be entitled to request compensation.

You can only recourse to these actions if the goods or services are incorrectly described or not fit for purpose. You will not be entitled to seek these remedies if you have changed your mind about the goods and services agreed to.

### **3. Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is a result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than:

- a) 14 days after the day we receive back from you any goods supplied, or
- b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We will collect the goods at our expense. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

### **4. Work begun prior to the expiry of the cancellation period**

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If you have agreed in writing that installation work will commence before the cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out. You must confirm in writing that work may commence before your cancellation period expires. You will be entitled to cancel this contract if there is a serious delay in our ability to carry out the agreed work that is outside of your control, but within our control. You will be entitled to a full refund.

If we are in serious breach of our obligations as detailed in this contract then you will be entitled to cancel this contract, request a repair or replacement or you may be entitled to request compensation.

You can only recourse to these actions if the goods or services are incorrectly described or not fit for purpose. You will not be entitled to seek these remedies if you have changed your mind about the goods and services agreed to outside of any required cancellation periods.

### 5. Our rights under this contract

If, within fourteen days of us informing you in writing of a serious breach of your obligations to us you have failed to rectify this breach, we will have the right to cancel this contract.

Should we suffer any losses due to a breach of this contract then we will be entitled to reasonable compensation to cover these losses. We are required to attempt to keep all losses to a minimum.

### 6. Timetable for works

We will have agreed with you a timetable for carrying out the installation. By signing this contract, you are confirming that you agree with this timetable.

There can be occasions that this timetable may need to be varied, due to, for example, poor weather or unavailability of goods and services. We will inform you of any delay we become aware of at the earliest possible opportunity. We would then arrange a new mutually agreeable timetable.

In the case of severe delays to the delivery of goods then you may be offered different products of equivalent specification, value and quality, so long as they are MCS certified. You can either accept that offer, wait for the products you ordered or choose to cancel the contract without penalty.

Should the delay be caused by us, or by our suppliers, and that delay could be considered as severe by a reasonable person, you would be entitled to cancel this contract without penalty to you.

Should the delay be caused by you, we will attempt to accommodate that delay without cost to you. However, if the delay incurs us in extra costs, for example scaffolding, we will require that you cover these costs.

### 7. The Installation



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The installation will be carried out strictly in line with the MIS Standard relevant to the technology, and to any document referred to within that standard. In addition, we will ensure at all times that we meet all our obligations under the HIES Code of Practice.

The goods we supply will be of satisfactory quality and fit for the purpose. They will operate as we have described to you.

We will have insurances in place which will cover any loss or damage caused by us or our agents.

You will be required to supply to us normal services free of charge; this would include toilet, washing, water facilities and electricity. You should also ensure we have safe and easy access to the installation area.

Any work to prepare for the installation, carried out by you or a third party that you employ should be carried out in line with the agreed start date for the installation. If this work has not been completed and a consequent delay is caused you may be liable for any costs incurred by us for such a delay. The work will be carried out by personnel trained in each of the tasks they are assigned.

You will be given warranties for both the installation itself and for the installed goods. The terms of these warranties will be given to you in writing and we will explain them to you verbally.

Within seven days of the completion of the installation we will hand over to you all documentation required as set out within the appropriate Microgeneration Installation Standard.

### **8. Deposits, advance payments and goods purchased with deposits and advance payments**

Any deposits and advance payments that you make to us can only be used to carry out work under this contract.

We are required under the HIES Code of Practice to protect any deposits and advance payments you make to us, up to 25% or to the value of £5000, whichever is the lowest amount, as well as the Workmanship Warranty, with an insurance policy. We will give to you the name and contact details of this insurance company with the quotation. You will be entitled to claim on this policy should we fall into receivership, bankruptcy or administration.

When we purchase goods for use under this contract the legal title to those goods or the proportion of which you have paid us for will pass to you. We will either deliver them to you or we will store them for you and mark them as your property. They will be kept separate from other goods. We will ensure that these goods are insured until they are delivered to you. You may make arrangements to inspect the goods or to remove them from our premises if you wish.

If we have requested a deposit, then this deposit will not exceed 25% of the total contract price set out in the quotation. Should you decide to cancel this contract within the cancellation period, then this deposit will be returned to you promptly. **[NOTE: HIES will not cover deposits or advance payments in excess of 25%]**

If we have requested advance payments in addition to a deposit, the total of all advance payments and deposits will not exceed 75% of the total contract price. We will not request advance payments to be made any more than 3 weeks from the agreed delivery or installation date.

If we have requested a deposit before a full technical assessment of your property has been made, and we are unable to proceed because of something discovered during that technical inspection, then any deposits or advance payments will be returned.



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The quotation will set out in detail when invoices will be sent and the amounts due for each payment.

### **9. Goods belonging to us**

Any goods belonging to us that have been delivered to you should remain clearly identifiable as our property. Until the title to the goods is transferred to you the goods should be stored in such a way as they are protected from damage. They should be kept in their original packaging. Should you fear for the safety of the goods in any way, or you feel that the goods are causing any form of hazard you should contact us.

Where products and materials are delivered to, or stored at, the installation site you, the customer, shall not be liable for inspection, storage or handling of those goods. This does not preclude us asking you to check the goods received for any visible damage, and to ensure they are correct.

Should you terminate the contract for any reason, then we will make arrangements with you to collect the goods. If this happens then we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not make adequate and reasonable arrangements with us to allow the goods to be collected, we retain the right to take legal proceedings to recover the goods or their value. The amount of any reimbursement may be reduced by any reasonable costs we may have incurred.

### **10. Changes to the planned work**

If you decide to make changes to any planned work after you have signed this contract you should contact us without delay. Wherever possible we will incorporate your changes and if we are not able to do so we will inform you as to why it is not possible for us to do so.

Where we are able to agree to your changes, we will require that you set out, in writing and within fourteen days, confirmation of your request.

You need to be aware that any changes to the original design may mean an adjustment to the cost of the installation. Any adjustment in the cost, either in addition or subtraction will be dealt with as a Variation of Contract and we will adjust the price by written agreement with you.

There can be occasions when we come across unexpected work. Should this arise, we will discuss this with you. If it is an area of work in which we are competent to operate, we will issue you with a quotation to complete that work. We will have documented on the quotation the normal rate for the work of our installers. If the work is outside our area of competence, we will assist you in finding a suitably qualified contractor to carry out the work. If this unexpected work causes a delay in the installation process, we may need to make reasonable charges for this delay.

### **11. Late payment**

You should make the payments agreed on the quotation as they become due. The final payment will be due on completion of the installation. If you fail to make any agreed payment, we may cease work. If you fail to pay the amount specified in an invoice sent to you by the agreed due date, then we reserve the right to charge you interest until you pay the amount due. The interest rate we will charge will be 3% above the Bank of England base rate.



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It is not permissible under this contract to withhold any more than a proportionate amount of the outstanding balance for any alleged defect. If you do withhold any amount after a payment has become due, you should give us notice of your intention before the final date on which payment is due. You should also, with that notice, state the reasons for withholding payment.

If we intend to cease work, we will give you notice of this in writing.

If you are in breach of this contract because you have not made a payment that was due to us and we have ceased work, you may have to compensate us for any additional costs we have incurred.

Dependent on the circumstances, we may require that the goods are returned to us. If necessary, we will take legal proceedings to recover the goods or/and any outstanding amounts due to us.

### 12. **Alternative Dispute Resolution (ADR)**

**Note:** The HIES ADR process only covers unresolved disputes arising from issues connected to the sale and installation of small scale renewable technologies.

In the event of an unresolvable issue, we can refer our case to the nominated alternative dispute resolution provider through HIES, QA Scheme Support Services LTD and the Dispute Resolution Ombudsman. HIES can be contacted at: Centurion House, Leyland Business Park, Centurion Way, Leyland, PR25 3GR, 0344 324 5242 or [info@hiesscheme.org.uk](mailto:info@hiesscheme.org.uk).

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. 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.

This Contract is subject to the applicable laws of England, Wales, Scotland & Northern Ireland and subject to the agreement of the parties to attempt to resolve a dispute through alternative dispute resolution, the courts of England, Wales, Scotland & Northern Ireland shall have exclusive jurisdiction to hear any dispute arising from this Contract.

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.

**We recommend that you read the HIES Code of Practice, it is available at: <https://www.hiesscheme.org.uk/regulation/hies-scheme-rules-code-of-practice/>**

### 14. **Privacy**

Using Your Personal Information

1. 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;



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c) Register your installation with any relevant bodies, including your deposit protection and insurance backed guarantee and any competent persons scheme;

d) Address any concerns or complaints that you have about the Goods and Services, including liaison with HIES and QA Scheme Support Services Limited or The Dispute Resolution Ombudsman where the law requires us to share.

Where you have indicated that you would like to receive further information on offers, products and services, you can change this at any point by contacting us.

<b>This Contract is agreed between:</b>	
<b>Apex Heating &amp; Renewables</b>	
<b>Of:</b>	
<b>35 Medway Drive Forest Row East Sussex RH18 5NU</b>	
<b>And:</b>	
<b>Customer Name:</b>	
<b>Address:</b>	
<b>Signed on behalf of the Company:</b>	
<b>Signature of the Customer:</b>	
<b>Date of contract agreement:</b>	