



Radiant Heating Solutions Ltd T/A Radiant Renewables

Supplier's Terms of Business

This policy must be reviewed by the following date:

25/04/2024

Approved by: Martin Badley

Job Role: Managing Director

Signed: *Martin Badley*



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AGREEMENT TO PURCHASE GOODS AND SERVICES – Terms and Conditions of Purchase

1. Definitions

In this document the following words shall have the following meanings:

- 1.1 “Agreement” means these Terms and Conditions together with the terms of any applicable Purchase Order;
- 1.2 “Buyer” means Radiant Renewables, trading style of Radiant Heating Solutions Ltd, of The Old Barn, Hougham Mill Lane, Marston, Lincolnshire, NG32 2FU. A Company Registered in England 04324228 and VAT Registration No 806 4677 15.
- 1.3 “Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 “Purchase Order” means the Buyer document which includes or is attached to a statement of work describing the goods and/or services to be provided by the Supplier and provides a maximum value payable by the Buyer to the Supplier;
- 1.5 “The Supplier” or “Sub-Contractor” are identical in the meaning that they are the organisation or person who supplies goods and/or services to the Buyer;
- 1.6 “Supplier Personnel” means any employee or contractor or equipment supplied by the Supplier to provide goods and/or services.

2. General

- 2.1 These Terms and Conditions shall govern all contracts for the provision of goods and/or services by the Supplier in accordance with one or more Purchase Orders.
- 2.2 Where it is agreed that the Supplier shall provide goods and/or services, the goods and/or services to be supplied, the price payable and any other special terms agreed between the parties shall be specified in the Purchase Order. All Purchase Orders shall be subject to these Purchase Terms and Conditions.
- 2.3 No modifications or alterations to these Terms and Conditions or any Purchase Order shall be valid unless agreed in writing between the Parties.
- 2.4 In the event of any inconsistency between any terms of business issued by the Supplier and these Terms and Conditions it is agreed that these Terms and Conditions shall prevail.

3. Price and Payment

- 3.1 The price and any taxes and fees for the products and/or services shall be as stated in the Purchase Order.
- 3.2 An invoice shall be produced by the Supplier to the Buyer in accordance with the terms set out in the Purchase Order. The Buyer shall pay for the goods and/or services at the end of the month following the month in which the goods and/or services are supplied or in which the invoice is received, whichever is the later. In no circumstances shall the time for payment be of the essence of the Agreement and simply be as specified above. Invoices shall include

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reference to the Purchase Order Number, its date and description of goods and services therein, else may be returned until it is received in proper form.

3.3 The Buyer shall not be responsible for any costs, charges or price other than those stated in the Purchase Order.

3.4 In the event of delayed payment by the Buyer, the Supplier shall be entitled to charge the Customer interest at the rate of 2% per annum above the base rate of the Bank of England, from the date when payment becomes due, daily until the date of payment. The parties agree that this clause shall constitute a "substantial remedy" for the purposes of The Late Payment of Commercial Debts (Interest) Act 1998.

3.5 If the Parties agree that the Supplier is to supply goods and/or services or resources in addition to those specified in a Purchase Order, then such agreement will need to be reflected in a further Purchase Order, which will be deemed supplementary to and incorporated into this original Contract.

3.6 Once a Purchase Order has been agreed by the Buyer, the price for the goods and/or services shall be fixed.

3.7 Whilst from time to time formal contractual standards forms are not completed, the JCT Minor Works Form of Contract shall be implied on all sub-contractor works up to the value of £250,000 and the JCT Intermediate Form over that value. In the event of a conflict between terms there-in or these Buyer's Terms, the Buyer Terms shall be precedent.

4. Warranty

4.1 The Supplier warrants and guarantees that all goods, materials, plant, systems or services supplied under this Agreement shall be free from any defects, patent or latent, omissions and errors in material and workmanship, or design, conform to applicable specifications, requirements, performance and drawings and, to the extent that detailed designs when not provided to the Buyer but when provided by you the Supplier, as part of your services and supply, will be free from design defects and in every aspect suitable for the purposes intended by the Buyer,

as to which the Supplier hereby acknowledges that it has had due notice. Any approval by the Buyer of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this Clause.

4.2 The Supplier's obligations under this Clause shall extend to any defect or non-conformity arising or manifesting itself within the manufacturer's fair and reasonable or otherwise agreed warranty period from delivery.

4.3 If the Supplier violates the warranty in this Clause, the Buyer may, without giving up any other rights or remedies by law or in this Agreement, choose to (at the Buyer's sole discretion) ask the Supplier to fix or replace the faulty goods at the Supplier's own risk and cost or refund the price or part of the price related to the fault to the Buyer; and within a certain time to correct such issues. If the Supplier fails to fix to remedy that breach in the given time or if no such time to remedy has been specified, then time shall be of the essence.

4.4 Items fixed or replaced shall follow these Terms and Conditions as those originally delivered under this Agreement in the same manner as those originally delivered under this

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Agreement. If the Supplier refuses or fails to promptly repair or replace or re-design any item itself and the Supplier agrees to reimburse the Buyer for any costs and expenses incurred.

4.5 Occasionally, when the Supplier is providing professional services, design, project management, supervisory, ground or materials testing or specialist services that need a more formalised warranty arrangement such as a collateral warranty and related appointment documentation for the benefit of the Buyer, and/or his successors, funders, tenants, landlords, assignees, or any client of the Buyer and/or any other relevant party that the Buyer is obliged to enter into similar arrangements with, then, the Supplier shall within 14 days of such documentation being sent to the Supplier by the Buyer or his advisors, sign and return the same to the Buyer under seal or deed by recorded delivery post, if asked to do so.

4.6 CIS payments will be deducted at the time of payment of the invoice as per current HMRC directive. The Subcontractor to supply all the relevant details in order to verify CFIS status with HMRC (ie. name as registered for CIS, UT R, national insurance number or company number, as appropriate).

5. Delivery

5.1 Delivery of the goods and/or services shall be made to such location as the Buyer shall specify. Any date/time agreed between the parties for such delivery shall be of the essence of the Agreement and the Buyer shall be entitled to terminate, without notice, the whole or any part of this Contract if this Clause is not complied with by the Supplier.

5.2 Where the Buyer terminates the whole or part of the contract in accordance with Clause, then:

5.2.1 All sums payable by the Buyer in relation to the whole or part of the contract terminated shall cease to become payable;

5.2.2 All sums paid by the Buyer in relation to the whole or part of the contract terminated shall be refunded by the Supplier immediately;

5.2.3 the Buyer shall be entitled to recover damages and losses from the Supplier for any loss or consequential damages caused as a result of the Suppliers failure to deliver the goods, or perform the services expected to the necessary standards of skill, care and diligence and/or as a result of the termination of the whole or part of the contract. The Buyer reserves position in respect of treating any losses that it has incurred as a result of the Supplier breaching this agreement as a debt.

6. Title

6.1 The Supplier warrants that it has good, unencumbered title to the goods and that it will transfer such title as it may have in the goods to the Buyer pursuant to Clause 6.2.

6.2 Title in the goods will pass to the Buyer when the goods are irrevocably allocated (by either party or by or with the approval of either party) to this Agreement, or on delivery to the Buyer, whichever occurs first.

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7. Risk

The goods will be and shall remain at the Supplier's risk until such time as they are delivered to the Buyer (or at his direction) and are found to be in accordance with the requirements of this Agreement. It shall be the duty of the Supplier at all times to maintain a contract of insurance over the goods, plant or services and, on request from the Buyer, to assign to the Buyer the benefits of such insurance or provide such warranties as he may require.

8. Inspection of Goods

8.1 The Buyer shall examine the goods upon delivery.

8.2 Where goods are damaged, or considered not fit for purpose, or potentially defective, the Buyer shall notify the Supplier. The Buyer may reject the damaged, ineffective goods, unworkable designs and reports or inadequate performance of services and the following provisions shall apply:

8.2.1 the Supplier shall promptly retrieve the faulty goods from the Buyer at the Supplier's cost;

8.2.2 during the time between delivery of the goods to the Buyer and retrieval by the Supplier, the Buyer shall not be responsible for any loss or further damage caused to the faulty goods;

8.2.3 all amounts payable by the Buyer in relation to the faulty goods or inadequate provision of services shall stop being payable;

8.2.4 The Supplier shall immediately refund any amounts paid by the Buyer for the defective goods or substandard services;

8.2.5 The Buyer shall have the right to recover damages from the Supplier for any losses suffered by the Buyer as a result of the goods being faulty, incorrect, harmful actions, poor performance, or oversights, or the services being unsatisfactory and as such, the Buyer reserves the right to treat such losses as a debt.

8.3 In case of any discrepancies in the order, as received/delivered, the Buyer shall inform the Supplier and the following provisions shall apply:

8.3.1 The Buyer shall not be liable to pay for any goods or services that are missing or omitted;

8.3.2 The Supplier shall immediately reimburse any amounts paid by the Buyer for the missing goods or omitted services;

8.3.3 The Buyer shall have the right to claim damages from the Supplier for any losses caused by the Supplier's failure to deliver or perform adequately as a debt.

8.4 If the Buyer so requests, the Supplier shall promptly replace defective goods or provide missing or omitted goods or services at the Supplier's expense, or the Buyer shall have the right to cancel, without notice, the whole or any part of the order that has not been executed and the rights referred to in Clause 5.2 shall apply.

8.5 If the Supplier delivers more goods than the order specifies, the Buyer may reject the surplus goods by giving written notice to the Supplier and the following provisions shall apply:

8.5.1 the Supplier shall retrieve the surplus goods from the Buyer at the Supplier's cost;

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8.5.2 during the period between delivery of the goods and retrieval by the Supplier, the Buyer shall not be responsible for any loss or damage suffered by the surplus goods;

8.5.3 no payment shall be owed to the Supplier for the surplus goods and, if any payment is made to the Supplier for the surplus goods, the Supplier shall refund such payment to the Buyer immediately.

8.6 The Buyer may accept surplus goods by notifying the Supplier of such acceptance and the price of the surplus goods shall be payable by the Buyer.

8.7 The Supplier shall repair or replace free of charge, goods damaged or lost in transit upon receiving notice to that effect from the Buyer within whatever time the Buyer requires and is fair and reasonable.

8.8 The Buyer's signature on any delivery note of the Supplier is evidence of the number of packages or information as having been received only and not evidence of the correct quantity of goods or services received or that the goods or services are in good condition or of the right and workable quality or fit for their intended purpose.

9. Suppliers Obligations

9.1 The Supplier guarantees, declares, and agrees that:

9.1.1 all services performed under this Agreement shall be performed with all due skill, care, and diligence, in a good and professional manner and otherwise, in line with the best practice within its industry ("Best Industry Practice");

9.1.2 the Supplier Personnel will possess the appropriate qualifications, professional competence, and experience to carry out such services in accordance with Best Industry Practice, any consents, authority, regulatory requirements, or statutory obligation.

9.1.3 Suppliers, when acting as sub-contractors will either work strictly in accordance with Radiant Renewables Procedures, or where a specialist process is involved, subject to Radiant Renewable instructing the provider in writing, allow them to perform the supply, under their own detailed arrangement once approved. Approval in the case of the latter, will require submission 21 days prior to commencing work by the sub-contractor of their risk assessments, method statements, or other work instructions, hazardous substance data and equipment certification that relates to their activities. Review by Radiant Renewables will be within 14 days of written submission and the provider shall ensure that this is built into his programme. Please note that if the aforementioned are not satisfactory and rejected, not unreasonably, then that is the Suppliers risk and they shall not be allowed to commence on site until such time as the RAMS etc are approved by all relevant Parties and as such, any delays or costs arising from those delays shall also vest with the Supplier.

9.1.4 In relation to the Radiant Renewables Procedure, Suppliers/Sub-contractors' supervisors will receive clear instructions and rules before starting work, which will be documented. Sub-Contractors must evaluate the risks for the specific contracted work and any works of other contractors that could affect the health and safety of the workforce or anyone else. All Sub-contractors, unless agreed prior to commencing work in writing with Radiant Renewables, must ensure that they provide adequate and appropriate information, instruction, and training to their employees. A minimum requirement of First Aid at Work, Supervisor Training (SSSTS or SMSTS), Working at Height, Manual Handling, Asbestos

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Awareness and COSHH. Sub-contractors are required to provide Radiant Renewables evidence of relevant training and competence of their operatives.

9.1.5 The services will not in any way infringe or violate any Intellectual Property Rights, trade secrets or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties; and

9.1.6 It has full capacity and authority to enter into this Agreement and that it has or will obtain prior to the commencement of the services, any necessary licences, consents and permits required of it for the performance of the services and not least, the latest obligations in respect of the CDM Regulations.

9.2 The Supplier shall provide the Buyer with such progress reports, programmes, timings, evidence, or other information concerning the services as may be requested by the Buyer from time to time within 5 days of such a request.

9.3 The Supplier shall be responsible for maintaining such insurance policies in connection with the provision of the services as may be suitable or as the Buyer may require from time to time and no less than £2.0million Professional Indemnity Insurance, £10million Public & Employer's Liability Insurances.

9.4 The Supplier shall procure that the Supplier Personnel take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, and the Supplier agrees to indemnify and keep indemnified the Buyer from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to the Buyer or any third party by the Supplier Personnel.

9.5 Both parties to agree a start date and a finish date for the works at the placement of an order.

9.6 The Buyer is to be informed of any additional work required since quoting, such works will require a written quote if sufficient time is available. This additional work and costs are to be agreed with the Buyer before the work commences.

9.7 The Buyer is not responsible for damage to third parties' property caused whilst installing the equipment.

9.8 The Subcontractor will ensure that any necessary building or planning permissions have been obtained before any work takes place, and where required, all notifiable work will be informed to Building Control in an appropriate manner for the area of work and the geographical location of such works;

9.9 All Subcontractors involved will have the necessary qualifications and competencies to carry out the tasks they required to perform. All information and proof of qualifications will be supplied to us upon our request;

9.9.1 The Subcontractor must agree that whilst carrying out work for us they will be present at all Internal Review Meetings we hold if their attendance is required;

9.9.2 The Subcontractor agrees that representatives of Radiant Renewables may be present at the commissioning of installations;

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9.9.3 The Subcontractor is responsible for maintaining any measuring equipment used in a known state of calibration, information on such calibration will be forwarded to us upon request;

9.9.4 The Subcontractor will comply with all applicable Health & Safety legislation and ensure that each work activity is properly governed by qualified personnel;

9.10 The Subcontractor will, while carrying out work for us, be expected to do the following:
Provide us and the buyer with all necessary paperwork as detailed in our policies and procedures;

Accommodate any changes to the proposed installation where possible as per either our or our clients request;

Inform us immediately of any complaints received from the client along with details of what steps have been taken to rectify the said complaint.

10. Status and other Liabilities

10.1 The parties agree that the Supplier nor the Supplier Personnel have the authority to act as agent for the Buyer or to contract on the Buyer's behalf, unless explicitly instructed to do so in writing by the Buyer, from time-to-time.

10.2 The Supplier

Personnel shall at no time be deemed to be employed or otherwise engaged by the Buyer.

10.3 The Supplier shall be solely responsible for paying the Supplier Personnel and for making any deductions required by law in respect of any taxes, social security contributions or similar levies relating to the provision of the services.

The Supplier agrees to indemnify the Buyer in respect of any claims that may be made by the relevant authorities against the Buyer in respect of tax demands or national Insurance or similar contributions imposed by any applicable jurisdiction, and the Supplier shall indemnify and hold harmless the Buyer from damages arising out of any failure to do so.

10.4 The Supplier shall, and shall procure that the Supplier Personnel shall, comply with all applicable laws, regulations, and standards in providing the services, including all immigration and employment requirements imposed by any applicable jurisdiction, and the Supplier shall indemnify and hold harmless the Buyer from damages arising out of any failure to do so.

10.5 The Supplier shall have adequate insurances and no less than £10million Public Liability Cover; £10million Employers Liability Cover and when undertaking design or design is implied, no less than £2million Professional Indemnity Cover.

11. Termination

11.1 The Buyer may terminate this Agreement for any reason by providing 7 days prior written notice to the Supplier.

11.2 The Buyer may terminate this Agreement with immediate effect by providing written notice to the Supplier if:

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11.2.1 the Supplier or the Supplier Personnel commit any material or persistent breach of this Agreement;

11.2.2 the Supplier fails to or refuses after written warning to procure that the Supplier Personnel provide the services properly required of them in accordance with this Agreement;

11.2.3 the Supplier passes a resolution for any insolvency process, winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

11.2.4 the Supplier ceases to carry on its business or substantially the whole of its business; or

11.2.5 the Supplier is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

12. Indemnity

The Supplier shall be liable for any damages, losses and expenses that the Buyer may suffer or incur as a result of the Supplier's failure to comply with any of its obligations under this Agreement. Once deemed to have been accepted the terms and conditions of this Agreement and that same can be by continuance with or commencing the provision of supply of goods or services after seven days of receipt of a purchase order or notification of these terms and conditions, this Agreement shall have deemed to have commenced at the first time that the services were supplied by the Supplier or purchased by the Buyer but limited in respect of under hand rather than by deed as six rather than 12 years, unless expressly agreed otherwise at any time past.

13. Rights of Intellectual Property

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Buyer, and the Supplier shall do all that is reasonably necessary to ensure that such rights vest in the Buyer by the execution of appropriate instruments or the making of agreements with third parties.

14. Force Majeure

The Buyer shall not be responsible for any delay or failure to perform any of its obligations under this Agreement if the delay or failure is caused by events or circumstances that are beyond its reasonable control, such as natural disasters, acts of God, strikes, lock outs, accidents, war, pandemic, fire, flood, or industrial disputes. The Buyer shall have a reasonable extension of its obligations in such cases.

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15. Relationship of Parties

This Agreement does not create or imply any partnership or joint venture or a contract of employment between the parties and nothing in this Agreement shall be interpreted to make either of the parties as the agent of the other.

16. Assignment

The Supplier shall not be allowed to transfer its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Buyer.

17. Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be separated, and the rest of the provisions herein shall remain in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision removed.

18. Waiver

No failure by the Buyer to enforce any of these Terms and Conditions shall constitute a waiver of its rights hereunder.

19. Notices

Any notice to be given by either party to the other may be delivered by email and by registered mail to the address of the other party, specified in the Purchase Order or such other address as such party may from time to time have notified to the other in writing, and if delivered by email shall unless the contrary is proved be deemed to be received on the day it was delivered, if given by letter shall be deemed to have been served at the time at which the letter was handed over personally or if sent by registered mail shall be deemed to have been delivered no later than 2 days from the date of mailing special or recorded.

20. No third parties

Nothing in this Agreement is intended to, nor shall it grant any rights on a third party.

21. Entire Agreement

This Agreement comprises the complete agreement between the parties relating to the subject matter and replaces any previous agreements, arrangements, undertakings or proposals, oral or written.

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22. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the law of England and the parties hereby agree to the exclusive jurisdiction of the English courts.

23. The Services

Install heating systems which will include heat pumps, cylinders buffers, rads, underfloor etc, and installation of other renewable technologies to include solar PV, battery storage, thermal store, EV charging etc. This is a "Framework contract" as the type of projects will be repeated. A written purchase order will be raised quoting a reference number, brief description, reference to your quotation, the costs and the site address. All installations will adhere to the latest revision of MIS standards, MIS 3005 for Heat pumps. A copy of MIS 3005-I will be provided at the start of the contract. These standards can also be viewed at; <https://mcscertified.com/wp-content/uploads/2021/12/MIS-3005-I-Heat-Pump-Installation-Issue-1.0.pdf> (*Only applicable if you are a heating or plumbing engineer*). In addition, and where appropriate, works will also be carried out in full compliance with the Renewable Energy Consumer Code <https://www.recc.org.uk/scheme>

24. Provision and Acceptance of Services

24.1. The Buyer is under no duty or obligation to provide the Subcontractor with work at any time or of any nature other than that provided for under this agreement.

24.2 The Subcontractor is under no duty or obligation to accept any offer of work received from the Buyer other than that provided for under this Agreement.

24.3 The Buyer is entitled to offer work to, and engage the services of, any other sole trader, partnership, firm, or Buyer who provides the same or similar Services as the Subcontractor.

24.4. The Subcontractor is entitled to accept and carry out its Services for any other sole trader, partnership, firm, or Contractor, except where to do so would detrimentally affect the Subcontractor's ability to provide Services to the Contractor as agreed under this Agreement.