



Radiant Heating Solutions Ltd T/A Radiant Renewables

Trade Account 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*



Company Name
Radiant Renewables

Signed By
Martin Badley

Review Due Date
25/04/2024

Terms and Conditions of a Trade Account with Radiant Renewables

These terms and conditions apply to any trade account opened by a Client ("you") with Radiant Renewables, trading style of Radiant Heating Solutions Ltd ("we" or "us"), a company registered in England and Wales under number 12345678, with its registered office at The Old Barn, Hougham Mill Lane, Marston, NG32 2FU. A Company Registered in England 04324228 and VAT Registration No 806 4677 15. By opening a trade account with us, you agree to be bound by these terms and conditions.

Opening a Trade Account

To open a trade account with us, you must complete and submit an application form, which we will review and approve at our sole discretion. We may request additional information or documents from you to verify your identity, creditworthiness, or suitability for a trade account. We may also conduct credit checks on you through third-party agencies and use the information obtained to decide whether to grant you a trade account or not. We reserve the right to reject any application for a trade account without giving any reason.

This contract complies with our obligations as members of both the Renewable Energy Consumer Code (RECC) and the Microgeneration Certification Scheme (MCS).

The Renewable Energy Consumer Code

The aim of the Consumer Code is to guarantee a high-quality experience for consumers wishing to buy or lease small-scale energy generation systems for their homes. The Code is backed by the Chartered Trading Standards Institute (CTSI) as part of a self-regulation initiative: the Consumer Codes Approval Scheme. Members of RECC agree to comply with the Code. See www.recc.org.uk for more information. Our RI Membership RECC code is: 00071317.

The Microgeneration Certification Scheme

MCS membership demonstrates compliance to industry standards that companies strive to meet. Membership highlights to consumers that companies can consistently install to the highest quality every time. Our RI MCS Certification number is: OFT104116

1. Interpretation

1.1. Except where the context requires otherwise words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.

1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

2. Relationship Between the Parties

2.1. The Client engages the Supplier to provide the services specified in these terms and conditions, attached schedules or quotations.

2.2. No term of this agreement or course of dealings between the Parties shall operate to make the Supplier an employee or agent of the Client.

2.3. Neither Party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other Party.

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3. The Quotation

3.1. The Supplier shall provide to the Client a proposal for the "Services" to be provided ("the Quotation") which shall set out:

- a) The Services which the Supplier will undertake for the Client
- b) The date or time period within which the Service will be performed
- c) The costs which the Client shall be charged for the performance of the Services including Any fees which the Supplier shall charge

Any disbursements or expenses which the Supplier will require the Client to meet (including but not limited to the costs of materials, equipment or labour)

Any VAT or tax element which will be payable by the Client

The Quotation shall be attached to these terms and conditions and if accepted or where a contract is entered into between the Supplier and the Client, the Client will be deemed to have accepted these terms and conditions in full.

3.2 Quotations shall remain open and valid for 28 days from issue date.

3.3 These terms and conditions should be read carefully before accepting. If you need any explanations about them, please contact us using the address or telephone number provided.

4. The Services and the Time and Manner of their Delivery

4.1. The Supplier will provide such services to the Client as are specified in the Quotation.

4.2. The services will be delivered to the Client generally within the timeframes indicated in the Quotation.

4.3. Any schedule with the quotation, time frames and dates of delivery are for reference only, see below. For the purposes of this agreement, time shall not be of the essence and the Supplier shall not be responsible for any loss or damage incurred by the Client as a result of the delivery of services being delayed or deferred for any reason.

4.4 The Client may from time to time request the Supplier, in performing the Services, to adhere to a required schedule and completion dates and subject to the client making such requests in a reasonable timeframe and all necessary information and unobstructed access being available to the Supplier in all due time and in the proper form and subject to the Supplier promptly informing the Client of any reasonable objections to such dates, the Supplier shall use reasonable efforts to proceed with the delivery of the Services to achieve such dates, subject always to matters within our reasonable control and the continued performance of other parties who interact with the Supplier's work continuing to meet their deadlines to allow the Supplier to meet these revised time constraints. Unless expressly agreed in writing time shall not be of the essence.

4.5 The Client shall provide the Supplier without charge and in such reasonable time so as not to prevent, delay or disrupt the delivery of the services all data, information, records, designs, goods and safe unobstructed access and such other which are necessary and reasonably requested from time to time by the Supplier. The Client shall cooperate with the Supplier and provide the Supplier with any information or support that the Supplier may reasonably need to perform the services.

4.6 The Supplier may claim extra time and extra payment if any work is done, or additional expenses are incurred by the Supplier due to:

- (i) any change to the services by the Client;
- (ii) any hold-up by the Client;

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(iii) any hold-up by third parties;

(iv) other causes beyond the reasonable control of the Supplier;

4.7 In the absence of an agreed timetable, we will require 3 weeks' notice of when you require materials etc on your site. Unless the signed acceptance is returned with the deposit, your materials could be delayed. Your acceptance of these terms indicates that you agree to proceed using that timetable.

4.8 In the case of a delay to the delivery of goods beyond the time or period we have agreed, or where no time or period has been agreed then beyond a period of 30 days from the date you sign this contract, 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 as detailed in line with the Consumer Code and the Consumer Rights Act 2015.

4.9 The purchaser/agent are required to be onsite to receive goods prior to the installers starting work. If the goods are delivered and you are not on site to receive them, then another delivery will be arranged, and associated charge will become payable and could cause delays.

5. Payments

5.1. The contract price is stated in the Quotation, which contains the details of the fees that the Supplier will charge for labour, equipment, materials, and parts as well as any taxes or extra costs or expenses or outlays that the Supplier may charge to the Client.

5.2. The Supplier shall issue invoices to the Client according to the schedule specified in the Quotation or, if no schedule is provided, on a monthly basis for the whole or a part of the contract price.

5.3. Notwithstanding 4.1 and 4.2 above, the Supplier may adjust the contract price from the amount stated in the Quotation if the Supplier has performed services that are different from or additional to those stated in the Quotation either at the Client's specific request or because the Supplier has encountered unforeseen circumstances that required extra work, or because of market fluctuations in the cost of materials.

5.4. You must pay for the products in full at the time of placing the order, unless we have agreed to grant you credit terms in writing. If we have agreed to grant you credit terms, you must pay for the products within 30 days of the invoice date. We may charge interest on any overdue payments at the rate of 8% per annum above the base rate of Bank of England from time to time.

5.5 We may set a credit limit for your trade account and review it from time to time. We may suspend or cancel your trade account if you exceed your credit limit or fail to make any payments when due. We may also terminate your trade account at any time without notice if we suspect that you have breached these terms and conditions or engaged in any fraudulent or illegal activity.

5.6 The interest due on overdue invoices is 8% charged on a compounded daily accruing basis at 1/12 of 1/30 of said rate per day. The parties agree that this provision shall constitute a "substantial remedy" for the purposes of The Late Payment of Commercial Debts (Interest) Act 1998.

5.7 If the Supplier needs to perform extra works beyond an agreed budget or outside the scope of the Services, we will inform the Client and we reserve the right to charge for this extra work. Unless we choose to confirm a fixed-price, our costs for these extra works will be calculated on a time, materials, equipment and expenses basis or on a fixed-price basis if the Supplier considers this suitable. In calculating our extra costs, the following are applicable in respect of staff allocation and charge-out rate.

Director £150/hour

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QS, Contracts Manager, Design Manager £ 100/hour

Site Manager £ 80/hour

Senior Technician/Skilled Operative £ 60/hour

Technician/ Skilled Operative £ 45/hour

General Labour unskilled Operative £ 30/hour

Administrator £ 25/hour

5.8 When any account becomes overdue for payment, we shall notify you in writing and refer you to this clause 5. and specifically, we notify you that when an account is 7 days or more overdue for payment, then, at our discretion without any further notice we reserve the right to stop the performance of all or part of the Services; and/or access site and retrieve work or materials or installations that have not been paid for at that point ; and/or to seek injunctive relief preventing further use of the Supplier's materials and the use of any form of our works designed, created, installed or moral property or intellectual property owned by us for use by you ,your customers, contractors, other suppliers or professional advisors, funders, tenants, local authorities or any other interested parties until such time that matters are resolved to our satisfaction. We may also issue further notices or undertake formal enforcement proceedings as we may deem appropriate. The Client shall pay the Supplier a reasonable amount in respect of costs and expenses, reasonably incurred by the Supplier as a result of any exercise of its right referred to in this clause.

5.9 Subject to our absolute discretion we may agree to issue interim invoices and credit facilities in which case we will assign you a credit limit at our discretion on the specific contract and also, your credit account as a whole, if we are working with you on multiple contracts which we can disclose upon request. In the event that you exceed your assigned overall Credit Limit or fail to comply with any terms agreed between us, we reserve the right to stop provision of services on that and also, all contracts with you and your total Credit Facility may be withdrawn completely until such time as balances are adjusted within the account(s) concerned to our satisfaction.

5.10 At the point of notification that an account is 7 days or more overdue, the Supplier reserves the right to charge administration fees at £100 per statement, per reminder or each and every item of correspondence relating to your late payment. You agree that such charge is reasonable as representing a genuine pre-estimate of our loss and expenses and does not constitute a penalty.

5.11 Changes in products or upgrades may cause delays due to redesign and/or obtaining the product. If goods are ordered and then rejected there will be a 25% restocking charge.

5.12 Where your money has been used to make specific purchases on your behalf, then legal title to those goods, 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 we store the goods then we must keep them separate from our own goods and those of third parties. We must also keep the goods stored, protected, insured and identified as your property until they are delivered to you. You must be able to inspect the goods and/or repossess them.

6. Termination

6.1 The Supplier may immediately elect to suspend performance of the services or terminate its engagement under this Agreement by giving written notice to the Client, if

(i) the Client is in material breach of its obligations under this Agreement and fails to remedy that breach within ten business days of receiving written notice from the Supplier requiring it to do so; or

(ii) the Client becomes insolvent

(iii) Force Majeure

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(iii) Following a cessation instruction from the Client to the Supplier requiring the Supplier to significantly stand down/pull off site for a period exceeding five business days or an unspecified period; or if unforeseen events or circumstances arise such that there are challenges in determining how to proceed with the works at any given juncture; Client is late paying or has difficulty paying or in raising funds to pay for the work; or cannot provide reasonable access or safe working environment for the Supplier to perform the services; the Client is repeatedly unable to provide sufficiently adequate or workable or accurate responses to reasonable information requests from the Supplier necessary for the performance of the services in a reasonably timely manner or is unable to proceed at the speed anticipated by the contract.

6.2 On termination in accordance with clause 6.1, the Client must pay Radiant Renewables without delay:

- (i) any amount that is payable under this agreement at the date of suspension or termination
- (ii) a fair and reasonable part of the next payment of the quotation or works that matches the services properly done at the date of suspension or termination
- (iii) any costs, expenses, payments, or losses
- (iv) any loss of profits, loss of opportunity or other similar losses; and
- (v) any indirect losses or consequential losses

6.3 Radiant Renewables will not be responsible to the Client for any liabilities, claims, or expenses that result from the suspension of Radiant Renewable's performance under this agreement.

6.4 According to the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations (2008), and where the Client is a consumer as defined by section 12 of the Unfair Contract Terms act 1977, the Client may cancel this contract within 7 calendar days of signing this agreement or accepting the quotation (or within any longer period that Radiant Renewables may specify in the Quotation) and will be entitled to a full refund of any money paid to Radiant Renewables, minus an amount that represents any reasonable administration costs that Radiant Renewables has incurred. Any cancellation after this period will not entitle the Client to a refund of any money paid.

7. Obligations of the Client

7.1 The Client shall ensure the accuracy of all measurements for products or materials that they provide to the Supplier. If these measurements are incorrect and the products or materials ordered or supplied by the Supplier do not fit, the Customer shall bear the cost of correcting this.

7.2 The Client shall collaborate with the Supplier as required to enable this agreement, including but not limited to

- a) Allowing the Supplier access to the property or location where the services are to be delivered ("the site") and ensuring that such access is safe, clear, suitable and sufficient
- b) Providing the Supplier with any facilities that are necessary for them to complete the services including, but not limited to; water (sufficient to fill up the system), washing facilities and toilets, electricity supply, adequate storage space, area for disposal of rubbish or a skip.
- c) Following the Suppliers reasonable instructions regarding safety and the condition of work that has been recently done by the Supplier or is in progress or to the condition of the Site in general, including guidelines and limitations on proper use, care and maintenance.

7.3 Unless otherwise stated in the Quote, the Client will be responsible for any cleaning and redecorating that is needed at the Site after the Contractor has finished the agreed services.

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7.4 Where the Contractor stores or keeps any materials or equipment on Site, the Client shall be responsible for their security and safety and shall compensate the Supplier for any loss or damage.

7.5 Unless otherwise agreed as part of the Services to be performed by the Supplier, the Client shall be responsible for any notifications (Planning, conservation etc.), permissions, licenses or consents that are required for the services to be provided. The Customer warrants that they have made, applied for and obtained them. If we ask to see those permissions (and related drawings and/or specifications) you must make those available upon request.

7.6. Unless otherwise agreed the Client is responsible for providing suitable design information for the installation of the renewable energy system, unless otherwise agreed as part of the Services to be performed by Radiant Renewables..

7.7. The Client is responsible for any risks, hazards or other material considerations that are known by or reasonably foreseeable by the Client and that might affect the installation of the renewable energy system, safety, welfare, methodology, sequence, resources, or other commercial considerations that were considered in the Quotation, unless otherwise communicated to Radiant Renewables.

7.8. For all non-residential projects, the Clients statutory duties under the Construction (Design & Management) Regulations 2015, also known as the CDM Regulations, are to make suitable arrangements for managing their project, enabling those carrying it out to manage health and safety risks in a proportionate way.

These arrangements include:

- selecting the contractors and designers for the project (including the CDM Principal Designer and CDM Principal Contractor on projects involving more than one contractor) and checking that they have the appropriate skills, knowledge, experience and organisational capability;
- allocating enough time and resources for each stage of the project;
- overseeing that any principal designer and principal contractor appointed fulfil their duties in managing the project;
- providing adequate welfare facilities for the duration of the construction work;
- maintaining and reviewing the management arrangements for the duration of the project;
- supplying pre-construction information to every designer and contractor either bidding for the work or already appointed to the project;
- ensuring that the principal contractor or contractor (for single contractor projects) prepares a construction phase plan before that phase begins;
- ensuring that the principal designer prepares a Health and Safety File for the project and that it is revised as necessary and made available to anyone who needs it for subsequent work at the site;

7.8.1 For notifiable projects (where planned construction work will last longer than 30 working days and involves more than 20 workers at any one time; or where the work exceeds 500 individual worker days), commercial Clients must:

- notify HSE in writing with details of the project;
- ensure a copy of the notification is displayed in the construction site office.

(For more information, visit the HSE site <https://www.hse.gov.uk/pubns/indg411.htm>)

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7.9 You will pay us the deposit specified in the Quotation when you sign this agreement. The deposit cannot be more than 25% of the total contract price set out in the Quotation. Should you decide to cancel the contract within the 'Cancellation Period' we will return that deposit to you in full.

7.10 If you pay the deposit before we have inspected your property, and if we find during that inspection that the installation cannot proceed, then we will refund that deposit to you in full within two weeks or re-quote accordingly.

7.11 Payment can be made by Bank Transfer to HSBC Back: SORT CODE 40-22-19 A/C No 31665693. Debit and credit cards are also accepted; however we reserve the right to decline a payment via credit card if the value of the order is prohibitive.

8. Obligations of Radiant Renewables

8.1. Radiant Renewables shall carry out all tasks, services, and obligations under this contract with reasonable care and skill and to a reasonable standard. It shall comply with all relevant codes of practice and statutory or regulatory requirements.

8.2. Radiant Renewables shall take all reasonable care with the Client's property, including taking reasonable steps to protect the Client's furnishings and wall and floor coverings during the provision of services.

8.3. Radiant Renewables shall at all times be registered and remain in good standing with such organisations as may be relevant for the purposes of permitting it to self-certify the compliance of the services provided or alternatively if it is not so accredited then it shall make arrangements for a building inspector to certify the compliance of the solar panels installed with the relevant building regulations.

8.4. Notwithstanding clause 7.2(b), should Radiant Renewables be required to dispose of any waste materials, we shall be responsible for the lawful disposal of said waste materials which are generated or removed from the Client's property as a result of the services provided.

8.5. Radiant Renewables shall at all times hold a valid employer and public liability insurance policy and shall hold and keep up to date any and all licenses or permits as may be required.

8.6 Radiant Renewables shall also comply with all of our obligations under the CDM Regulations and any other relevant statutory regulatory duties.

8.7 We will ensure that the installation complies with the relevant MCS installer standard which in this case is MIS 3005 for Heat Pumps, or MIS 3002 for Solar PV. Where Heat Pumps have already been installed by others and we have agreed to commission then the Heat Pump should have been installed to the above standard. We will carry out a site survey whereby any obvious non-conformances will be highlighted, however, should these non-conformances not be obvious and are only picked up upon commissioning, then a revisit to site to re-commission may be required and will be become chargeable.

8.8 Once the installed system is commissioned, we will give to you any guarantees, test certificates and other relevant paperwork related to your goods and installation. We will aim to give you this when the system is commissioned but certainly no later than seven days after commissioning.

8.9 We will also give you all of the documentation required as detailed in the appropriate Microgeneration Installation Standard. If it is a requirement of the appropriate MIS installer standard,

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this will include the certificate showing that the installation has been registered with the MCS Installation Database. We will give you this within 10 working days of the commissioning date.

8.10 The guarantees we give you will cover the goods and installation and will comply with the Consumer Code. We will explain to you the terms of the guarantees in writing or contact the office for further details.

8.11 We will ensure that the guarantees will be honoured should we fall into receivership, administration, or bankruptcy during the term of the installer's guarantee.

8.12 Where possible we will inform you in writing of the name of any contractor engaged by us to undertake the installation of your system and we will take full responsibility for their work and their compliance with the Consumer Code.

9. Property Rights and Assumption of Risk

9.1. Any property rights, interest or title in any property or materials which are created, designed or used by the Supplier in providing or delivering the services shall remain with the Supplier until the Client has paid the full amount in accordance with these Terms and Conditions and the Supplier retains the right to reclaim any works undertaken or materials provided as part of the services that have not been paid for at any time after payment terms have been breached.

9.2. Risk and responsibility for any products or materials which are used in the supply, performance or delivery of the Services shall pass from the Supplier to the Client:

a) Where the Supplier is in charge of delivering the products or materials to the Client, upon delivery, or

b) Where the Supplier is not in charge of delivery, at the moment the products or materials leave the Supplier's premises.

9.3 The Supplier's liability under this agreement for any claim or claims shall be limited to that proportion which is fair and reasonable for it to pay with due regard to the extent of Supplier's responsibility for the same loss or damage suffered by the Client as a result of an occurrence or series of occurrences on the basis that

All other suppliers, contractors and consultants shall have given contractual undertakings on terms no less strict than the duty of care specified here-in; and

There are no exclusions of or limitations of liability nor joint insurance nor co-insurance between the Client or any other party referred to in this agreement and any such other party who is liable for any extent for the loss and damage is contractually accountable to the Client for the same; and

All other suppliers, contractors and consultants shall have paid to the Client such proportion of the loss and damage which it would be fair and reasonable.

10. Guarantees

10.1. The Supplier provides to the Client, in addition to any statutory rights which the Client may have, a guarantee that the Services provided under this contract shall be free from defective or flawed materials or workmanship for a period of 12 months from the completion of the Services, provided always that this guarantee shall not apply to:

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a) Defects or flaws which are as a result of any misuse, failure to maintain adequately and properly, neglect or failure to follow instructions or recommendations on the part of the Client.

b) Any defect or flaw which is caused by mechanical or chemical damage (which is not in itself a result of some defect in the workmanship or materials) and which arises after risk in the property has passed to the Client.

10.2. The Supplier shall, at our sole discretion, determine the manner in which we will satisfy this guarantee, whether by repairing re-performing or replacing the Services or by refunding to the Client all or part of the monies which have been paid.

10.3. Where the Client considers that the Services are defective upon delivery or performance, then he shall notify the Supplier of this within 7 days, failing which he shall not be entitled to claim the benefit of this guarantee.

10.4. This guarantee shall not become effective until the Client has paid the Supplier in full, failing which the Client shall not be entitled to claim the benefit of this guarantee.

11. Disclaimers and Exclusions

11.1. The Supplier shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.

11.2. Nothing in the forgoing shall be read as restricting or limiting in any way the Suppliers liability for death or personal injury.

12. Indemnity

The Client shall fully and effectually indemnify the Supplier against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

Neither Party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside its reasonable control including but not limited to acts of God, pandemic, flooding, severe or adverse weather, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or severance of utilities supply or shortage of raw materials or shortage suppliers or other exceptional circumstances of any kind whatsoever which may occur or an event which stops the Supplier completing the works by the date shown on the Programme and which neither party could prevent.

13. Warranty of Contractual Capacity

Both Parties and all signatories to this agreement guarantee that they have the legal power and competence to enter into this agreement and have obtained all necessary permissions and approvals.

14. Delivery of Goods

14.1 We will deliver the goods to the location detailed in the Quotation. All goods delivered must be checked and any shortfalls, errors or damages must be reported to us within 24 hours and if applicable with photos and details of the complaint.

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14.2 Please note that the contract with the courier is a curb side delivery only. It is at the drivers' discretion whether they assist with the pallets as they are not obliged to enter the premises of private property. The driver can pull up at the nearest hard standing concrete or tarmac area and offload the pallets via the vehicle tail lift using their manual/electric pump truck. This must not be on a hill or an incline otherwise they may not be able to get the goods safely off the wagon.

15. Workmanship Warranty

In case we fall into receivership, administration or bankruptcy before we deliver the goods to you, we will insure the money you pay us in advance. We will also ensure that our guarantees will be honoured should we fall into receivership, administration, or bankruptcy during the term of the installer's guarantee. We will do this through the Quality Mark Deposit scheme or an equivalent scheme. You will be provided with the information and certificate upon receipt of payment and the signed acceptance.

16. Dispute Resolution

16.1 If at any time a dispute arises between you and us that cannot be resolved you can refer the matter to be handled through RECC's dispute resolution procedure provided it falls within their remit, which is disputes relating to the sale and installation of domestic renewable energy systems. We must agree to follow this procedure if that is your wish. RECC is certified through the Chartered Trading Standards Institute as an Alternative Dispute Resolution provider. You can find further information on the RECC website www.recc.org.uk/consumers/how-to-complain

16.2 If you register a dispute with RECC it will be allocated to a caseworker, who will mediate between both parties in an attempt to resolve the dispute. Mediation aims to reach a non-legal solution to the dispute in a reasonable timescale.

16.3 If an agreement is not reached through mediation for any reason, you can refer the matter to RECC's independent arbitration service and we must agree to arbitration if that is your wish. You would have to pay a small fee directly to the arbitration provider, which may be refunded to you if the arbitrator finds in your favour.

16.4 An award made under the independent arbitration service will be final and legally binding on you and us. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.

16.5 Disputes that relate to the MCS Installer Standards can be referred to our MCS Certification Body. Their contact details are as follows:

OFTEC Registration Schemes,
Foxwood House,
Dobbs Lane,
Kesgrave,
Ipswich,
IP5 2QQ
Tel: 01473 626298

17 Protecting Data

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We are the Data Controller for the data that you provide to us. We need to use your data in order to process your quotation/order. We may pass your data to other organisations such as suppliers, couriers, insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK, but, where we need to disclose data to parties outside the UK, we will take reasonable steps to ensure the privacy of your data. To protect our legal position, we will retain your data for a minimum of 10 Years after the Energy Generator has been installed. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party, or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can write to us, and we will investigate the matter.

If you're unhappy with their response or if you need any advice, you should contact the Information Commissioner's Office (ICO).

ICO

icocasework@ico.org.uk

Telephone: 0303 123 1113

Textphone: 01625 545860

Monday to Friday, 9am to 4:30pm

Information Commissioner's Office

Wycliffe House Water Lane

Wilmslow

Cheshire

SK9 5AF

18 Service & Maintenance

Your Heat Pump will require an annual service to maintain the manufacturer's warranty agreement. This service must be carried out by a qualified and approved engineer registered on the manufacturers database. Failure to maintain the Heat Pump will invalidate the manufacturer's warranty and could result in incurred costs. You must also keep records of all service work carried out on your Heat Pump. You will be required to submit this information in the event of any claim made under the manufacturer's warranty agreement.

19. Whole Agreement, Governing Law, Severability and Miscellaneous Provisions

19.1. This document represents the complete agreement between the parties. It overrides any previous representations that may have been made, whether orally or in writing. Any change to this agreement must be made in writing and signed by an authorised signatory of both Parties.

19.2. This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

19.3. All clauses, sub-clauses and parts thereof shall be separable and shall be read and construed independently. If any part of this agreement is found invalid, this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

19.4. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors in title and permitted assignees.

19.5. Nothing in these terms and conditions shall confer any rights on a third party and no third party may enforce any provision of this contract under the Contracts (Rights of Third Parties) Act 1999.

19.6. The omission of either Party to enforce any term of this agreement shall not be construed as a waiver or limitation of that part's right to subsequently demand and require strict adherence with every term of this agreement.

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19.7 If a conflict or dispute arises out of this agreement that Parties cannot resolve by normal business negotiations between them, a recognised dispute resolution method shall be applied via adjudication, mediation, arbitration or through the English Courts depending on which is deemed to be proportional, timely or economic and suitable.

19.8 No warranties beyond that guarantee stated in clause 10 above are included.

19.9 Liability shall not exceed insurance (except in respect of death or personal injury) and be limited to the lesser of the relevant insurance or 1/10th of the contract sum or the total value of the quotation.

19.10 No claims or proceedings arising out of the services provided under this agreement shall commence after expiry of 6 years after Practical Completion/use/ or possession of the works by the Client.

19.11 Any initial materials such as feasibility studies, cost plans or programmes of works and all other pertinent documents, media whether electronic or hard copy designed, created or developed by the Supplier for the Client pre-appointment are indicative only and could change by matters such as development of the Client's scope, the design development, the final surveys, testing, or opening-up or other disclosure/discovery of information until such time as the final design and scope can be finalised and as such, no reliance can be assumed on these initial materials. Copyright shall apply to all materials and property in such respects also shall remain vested with the supplier until properly paid for. Where such services shall have been provided prior to formalisation of this agreement or acceptance of quotation with an instruction to proceed, these terms and conditions shall be deemed to have applied and being performed from the outset of the provision of such pre-contract/ pre-appointment assistance in respect of the works.

20. Boiler Upgrade Scheme (BUS)

20.1 You must ensure you have read and understand the following;

20.2 Property owners MUST provide written consent for us to apply for the voucher on your behalf, accurate and truthful information. Under scheme regulations, Ofgem has the power- through inspection, audit, and its information request functions – to verify any data submitted. Where they have concerns in relation to fraud, abuse, and misuse, they also have the power to revoke scheme vouchers, withhold, recoup payments – this will apply regardless of whether the voucher is valid, has expired or been redeemed. Failure to provide accurate and truthful information when requested or to provide access for purpose of inspection/audit could result in the voucher being revoked. Should this happen as a direct result of your lack of cooperation/honesty, you will be required to make full payment in place of the Voucher amount upon request. The same would apply at our discretion should any delays to the project occur which result in the voucher being rejected and/or needed to be re-applied for. An administration charge of vouchers requiring re-application will incur an additional charge of £45 +VAT (£54 inc VAT). For further clarity, if required, please contact a member of the team on 01400 250572 or email info@radiantgroupuk.com.

20.3 Property owners MUST have the authority to act as signatory if the property has one or more owners and agree to advise of project timescales as soon as possible and understand that should the project overrun causing the voucher to expire or if its rejected, that they (the homeowner) will be responsible for the full amount of the voucher and shall make payment in full upon request. Furthermore, as homeowner you understand that the Commissioning of the project and any updated EPC (if required) will be required to have taken place/or provided within 1 month of the installation so that the BUS Voucher can be redeemed. Should any delays occur or if the BUS Voucher is declined or revoked for any reason, the homeowner will agree to make full payment of the account upon request.

Company Name
Radiant Renewables

Signed By
Martin Badley

Review Due Date
25/04/2024