

**CONTRACT FOR THE**

**PROVISION OF GOODS AND SERVICES**

This contract sets out:

* your legal rights and responsibilities;
* our legal rights and responsibilities;
* certain key information required by law.

This contract applies where we enter into a contract with you at your house or work premises (known as an off-premises sale). If this is not the case, please tell us so that we can provide you with terms that apply to your order.

In this contract:

* ‘**we**’, ‘**us**’ or ‘**our**’ means **Wright Renewable Heating Ltd**; and
* ‘**you**’ or ‘**your**’ means the person buying the services from us.

If you have any questions about this contract or any orders you have placed, please speak with our representative or contact us by:

* sending an e-mail to: info@wrightrenewabeheating.co.uk
* filling out and submitting the online contact form that is available on our website at [www.wrightrenewableheating.co.uk](http://www.wrightrenewableheating.co.ukm)
* calling us on 01909 813456. Our telephone lines are open Monday to Friday between 9am and 5pm

**Company Information**

We are Wright Renewable Heating Limited, a company registered in England and Wales under company number 13352313

Our registered office is at: Carlton Forest, Red Lane, Off Blyth Road, Worksop, Nottinghamshire, United Kingdom, S81 8BP

Our VAT number is: 380284494

We subscribe to The Home Insulation & Energy Systems Quality Assured Contractors Scheme. For further information please visit www.hiescheme.org.uk

We are accredited by the industry led MCS Assurance Scheme which demonstrates the quality and reliability of our goods and services.

**1 Introduction**

1.1 If you buy goods and services from us, you agree to be legally bound by this contract.

1.2 These terms and condition apply only if you are buying goods and services from us as a consumer (i.e. for purposes outside of your business, craft, or profession). If you are buying goods and services from us in the course of business, our business terms and conditions apply. For a copy of such terms, please speak to our representative or visit our website.

**2 Ordering goods and services from us**

2.1 We set out below how a legally binding contract between you and us is made.

2.2 Any quotation given by us before you make an order for goods and services is not a binding offer by us to supply such goods and services.

2.3 When you decide to place an order for goods and services with us, this is when you offer to buy such goods and services from us.

2.4 When you place your order with our representative, they may acknowledge it by e-mail. This acknowledgment does not, however, mean that your order has been accepted by us.

2.5 We may contact you to say that we do not accept your order. This is typically for the following reasons:

2.5.1 we cannot authorise your payment;

2.5.2 there has been a mistake on the pricing or description of the goods or services;

2.5.3 the goods are unavailable, or we are unable to perform the services.

2.6 We will only accept your order when we e-mail you to confirm this (**Confirmation E-mail**). At this point:

2.6.1 a legally binding contract will be in place between you and us; and

2.6.2 we will deliver the goods and / or carry out the services in accordance with the contract.

**3 Right to cancel**

3.1 You have the right to cancel this contract within 14 days without giving any reason.

*Goods*

3.2 The cancellation period will expire 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 goods.

*Services*

3.3 The cancellation period will expire after 14 days from the day of the conclusion of the contract.

3.4 You do not have the right to cancel if you requested for us to provide the services during the cancellation period and the services are fully performed during this period.

3.5 We will not start providing the services during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services during the cancellation period completing and signing the **Request Form** attached to this contract and sending it by e-mail to the address detailed above. By signing and returning the request form, you acknowledge that you will lose your right to cancel this contract once the services are fully performed. If you do not sign and return the request form, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.

*How to cancel*

3.6 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. by post or e-mail) using the contact details at the top of this contract.

3.7 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.

**4 Effects of cancellation**

4.1 If you cancel this contract, we will reimburse to you all payment received from you unless:

4.1.1 in respect of goods, a deduction may be made from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you. Further, we will not re-imburse you for the cost of delivery; and

4.1.2 in respect of services, you requested for us to start providing the services during the cancellation period, in which case you must pay us:

a) for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or

b) the full price under this contract if you lost your right to cancel this contract because the services were fully performed during the cancellation period.

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

4.2.1 in respect of delivered goods,14 days after the day that the goods have been returned; or

4.2.2 if there were no goods supplied or services performed, 14 days after the day on which we are informed about your decision to cancel this contract.

4.3 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.

**5 Delivery of goods, risk and title**

5.1 Information on delivery options and costs will be provided to you by our representative before you place your order. You will be able to choose your preferred delivery option when you place your order with our representative.

5.2 Our representative will let you know the estimated date for delivery of the goods. If our representative does not have this information, it will be set out in the Confirmation E-mail.

5.3 If something happens which is outside of our control and affects the estimated date for delivery, we will provide you with a revised estimated date for delivery.

5.4 Delivery will take place at the address specified by you when you placed your order with us.

5.5 If nobody is available to take delivery, please contact us using the contact details at the top of this contract. If you fail to contact us, then we reserve the right to charge you for re-delivery.

5.6 You are responsible for the goods once they have been delivered to the address specified by you when you placed your order with us. In other words, the risk in the goods passes to you when you take, or a third party notified by you takes possession of the goods.

5.7 We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, please speak with our representative or check the Confirmation E-mail.

5.8 Title in the goods shall pass to you as soon as we have received payment for the goods in accordance with clause 7.

**6 Carrying out of the services**

6.1 We will carry out the services by the time or within the period agreed. If no time or period has been agreed, then we will carry out the services within a reasonable timeframe.

6.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services (having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances) but we will try to start or restart the services as soon as those events have been resolved. Examples of events which may be beyond our reasonable control include:

6.2.1 you decide to change the services, and this means that we have to undertake extra work or wait for additional materials;

6.2.2 we have to wait for your other providers to complete their work before we are able to carry out the services;

6.2.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time, or the price charged by a supplier is much higher than the original charge);

6.2.4 we cannot access the site at the times we agreed with you;

6.2.5 you have not prepared the site in the way we agreed with you; or

6.2.6 poor weather conditions.

6.3 When we carry out the services, we might not have all of the materials that we need. This might be for a number of reasons, such as:

6.3.1 we have not provided a quotation to you and cannot work out what materials are necessary until we start carrying out the services;

6.3.2 where we have provided a quotation, it might not have been possible to work out what materials we needed at the time we provided the quotation to you, and this might only be revealed when we start carrying out the services; or

6.3.3 whether or not we have provided a quotation, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.

6.4 If we need to purchase additional materials, we will buy them from a local supplier (where possible). If we cannot do this:

6.4.1 we will order them from elsewhere and return later to continue to carry out the services;

6.4.2 we may charge you for any reasonable travel time. We will let you know if we intend to do this;

6.4.3 we may charge you for time spent in contacting suppliers. We will let you know if we intend to do this.

**7 Charges and payment**

7.1 The price for the goods and services shall be as set out in the order or, in default of such provision, shall be calculated in accordance with our standard rates in force from time to time.

7.2 If we require you to pay a deposit then this will be stated in the order. The deposit cannot be more than 25% of the contract price.

7.3 The price is exclusive of VAT, and you shall pay any applicable VAT to us on receipt of a valid VAT invoice.

7.4 We shall be entitled to increase the price where there is an increase in the cost to us of supplying the goods or services (including an increase in the cost of raw materials, any variation in the quantity or scope, any delay in the delivery of or deviation to the materials which you have agreed to provide or for any other matter detailed in this contract).

7.5 We shall invoice you:

7.5.1 at any time after delivery of the goods or completion of the services; or

7.5.2 where milestone payments are set out in the order, we may issue an invoice upon the achievement of the corresponding milestone.

7.6 You shall pay all invoices:

7.6.1 within 7 days of the date of each invoice; and

7.6.2 in full and cleared funds into the bank account that we nominate.

7.7 Without limiting our other rights and remedies, if your payment is not received by us in accordance with clause 7.6, we may charge interest on any outstanding balance at the rate of 4% per annum above the Bank of England’s base rate from time to time in force.

**8 Nature of the goods and services**

8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’), namely:

8.1.1 the goods that we provide to you must be as described, fit for purpose and of satisfactory quality; and

8.1.2 the services that we provide to you must be carried out with reasonable skill and care.

8.2 We are under a legal duty to supply you with goods and services that are in conformity with this contract.

8.3 If the goods and services provided to you are faulty, please contact us using the contact details at the top of this contract.

**9 Your obligations**

9.1 You shall at all times and in all respects:

9.1.1 perform your obligations in accordance with this contract;

9.1.2 ensure that the order is complete and accurate;

9.1.3 make the site accessible to us to enable us to deliver the goods and / or perform the services;

9.1.4 take all necessary measures to ensure that the site is safe and tell us in a timely manner of any matter which may affect the performance of this contract; and

9.1.5 if required, provide us with access to welfare facilities and temporary utilities including electricity, water, and any other service that we may reasonably require.

**10 End of the contract**

If this contract is brought to an end it will not affect our right to receive any money which you owe to us under this contract.

**11 Limitation on our liability**

11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not responsible for any:

11.1.1 losses that were not foreseeable to you and us when the contract was formed;

11.1.2 losses that were not caused by any breach on our part;

11.1.3 business losses; or

11.1.4 losses to non-consumers.

11.2 If this contract relates to the installation of a renewable heating system, we are not responsible for and cannot guarantee:

11.2.1 the amount of money that you may save on your energy bill (if any); and

11.2.2 the level of financial support that you will receive via the Domestic Renewable Heat Incentive or any similar scheme.

**12 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.

**13 Disputes**

13.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods and services we have provided or any other matter, please contact us as soon as possible using the contact details at the top of this contract.

13.2 If a dispute cannot be resolved in accordance with our Complaint Handling Policy or if you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.

13.3 **Applicable to Air Source and Ground Source Heat Pump Installations** - As a fully accredited HIES member, you have access to the HIES mediation service to help resolve a dispute. During the mediation process, the mediator may request that an independent inspection is carried out on the installation (if deemed appropriate). Both the mediation and independent inspection service is free to you.

13.4 If you do not wish to use ADR or if you are unhappy with the outcome of ADR, you can still bring court proceedings.

13.5 This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.6 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

SIGNED: …………………………………………………………………………………….

PRINT NAME:

POSITION:

FOR AND ON BEHALF OF: **WRIGHT RENEWABLE HEATING LIMITED**

SIGNED: …………………………………………………………………………………….

PRINT NAME:

Request form for services to be provided during the cancellation period

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| --- |
| If you would like to request for us to start providing the services during the 14-day cancellation period, please complete and sign the form below and hand it to our representative or send it by post or by email.  **Request for services to be provided during the cancellation period**  I hereby request that Wright Renewable Heating Limited starts supplying the services during the 14-day cancellation period.  I understand and acknowledge that I will still have the right to cancel the contract during the 14-day cancellation period, but that if I do so, I will be required to pay for the services carried out by Wright Renewable Heating Limited until I told the company that I wished to cancel the contract. This will be an amount which is in proportion to the services carried out by the company in comparison with the full coverage of the contract.  I further understand and acknowledge that I will lose the right to cancel the contract and will have to pay in full once the services have been fully performed (ie the work has been fully completed), even if this happens within the 14-day cancellation period.  Name of customer(s):  Address of customer(s):  Signature(s):  Date: |