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RENEWABLE ENERGY CONSUMER CODE
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TERMS AND CONDITIONS

These are our standard terms and conditions which apply to and are incorporated in all contracts we make with both consumers and business customers for the provision of plumbing services, electrical services, repairs, installation of central heating, bathrooms and renewable energy products, servicing of existing installations and certification and other similar services. Some of the following Terms may only be relevant to consumers; where possible, these are identified where they arise. Our Terms cover the services we provide as well as the materials we use in connection with any installation we carry out on your behalf.

1 DEFINITIONS

1.1 The definitions in this clause apply to these Terms:

1.1.1 Business Customers: our customers who are property builders, developers and renovators who contract with us on these Terms (whether or not amended by further terms) for single or multiple Installations on a business-to business basis.

1.1.2 Consumer: a person who contracts for the Works for purposes that are not related to his or her trade, business, craft or profession, or otherwise as further defined in Article 2(a) of the Unfair Commercial Practices Directive 2005 (2005/29/EC).

1.1.3 Estimate Number: shall have the meaning set out in clause 2.8.

1.1.4 Force Majeure Event: shall have the meaning given in clause 9.

1.1.5 Infrastructure: the existing infrastructure, including but not limited to structural components, roofing, pipework, guttering, sanitary installations and electrical wiring at any premises at which we perform the Services.

1.1.6 Installation/s: the installation of any plumbing works or repairs, installation of any electrical works or repairs, installation of any central heating or bathrooms or renewable energy products, and any other works that we may offer from time to time, as specifically set out in the Estimate Number and inclusive of all Services and Materials that are necessary or appropriate for the purpose.

1.1.7 Materials: materials and components that are provided to you as part of the Installation.

1.1.8 Order: your order for the Services.

1.1.9 Services: the services that we are providing to you in connection with the Installation or which we provide to you independently of anything we install.

1.1.10 Terms or clause/s: the terms and conditions set out in this document.

1.1.11 We/us: the seller of the Services and Materials being SOUTH HEAT and ELECTRICAL LIMITED, a company registered in England under company number 06833510 with our registered office and our principle trading address at 383 Sopwith Crescent, Merley, Wimborne, Dorset BH21 1XJ.

1.1.12 Writing or written: includes faxes and e-mail.

1.2 The headings of the clauses below do not affect the interpretation of these Terms.

2 BASIS OF SALE

2.1 These Terms, the Estimate Number and our price list set out the whole agreement between you and us for the supply of the Services.

2.2 These Terms are the only terms which are valid between you and us.

2.3 Please check that the details in your Order and in the Estimate Number are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

2.4 Please ensure that you read and understand these Terms before you sign and submit any Order, because you will be bound by the

Terms once a contract comes into existence between us in accordance with clause 2.8. These Terms are available in large print by request to us at any time.

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

2.6 If any of these Terms are inconsistent with any term of the Estimate Number, the Estimate Number shall prevail.

2.7 The Order is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.8 These Terms shall become binding on you and us when a contract between us comes into existence when:

2.8.1 we issue you with written acceptance of an Order in the form of an Estimate Number which contains all of the relevant particulars of the Services you have requested; or

2.8.2 if the value of the Services we provide equals or exceeds £250, when you confirm in Writing that you accept these Terms and we notify you that we are able to commence the provision of the Services.

2.9 Any quotation for the Services is given on the basis that a binding contract shall only come into existence in accordance with clause 2.8. A quotation from us shall be valid for a period of 30 days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.10 We shall assign a number to you in relation to your Order and inform you of it and it shall be shown in the Estimate Number. Please quote the order number in all subsequent correspondence with us relating to the Order.

2.11 If you are a Business Customer, the Estimate Number may set out the full list and specification of all Installations to be provided by us under a single contract on these Terms.

2.12 If you are a Consumer, you may at any time before any agreed delivery date amend or cancel an Order by providing us with at least 48 hours' written notice. If you amend or cancel an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation. However, where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it.

2.13 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements. You will be subject to the policies and terms in force at the time that you request Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled. If the services are ongoing, we will give you prior notice of any changes to these Terms and you can choose to cancel the Order without penalty before the new Terms affect you.

3 QUALITY OF INSTALLATION/SERVICES

3.1 Before we carry out any Services, we shall make reasonable enquiries as to the relevant parts of your premises and its Infrastructure. Where necessary, we shall do this by means of a survey carried out by one of our qualified personnel. After appropriate consultation with you, in the event that it appears not be feasible to proceed either in whole or in part with any Installation or provide any Services in the reasonable opinion of our qualified personnel following appropriate surveys and assessments, or if we are unable for any reason to implement the Installation in exactly the form as initially described to you, the contract will then be at an end and we shall then refund any deposit or any other payment you have



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made (unless you agree to any alternative Installation to be substituted for the Installation originally quoted for, or to any further Services) and neither party shall have any further liability to the other.

3.2 Any survey or assessment we carry out is not a full structural survey of your property or a complete evaluation of its Infrastructure, but is only relevant for the immediate purposes of the provision of the Services.

3.3 Where our Services consist of servicing existing appliances, no assurance, warranty or guarantee is given or may be implied that any faults of such appliance will be rectified as part of such servicing unless we agree specifically with you that we shall rectify such faults. If we do so, we will use all reasonable endeavours to remedy the faults identified to us. Problems you may have with any appliance that we service should be notified to us before we commence any work.

3.4 No assurance, warranty or guarantee is given or may be implied that any Installation, or the fitting of any new parts or components, will not have any adverse effect on any existing parts which are old, worn, defective or are otherwise in need of repair or replacement.

3.5 Initial work that we may quote for before completion of our own surveys and assessments as outlined in clauses 3.1 and 3.2 may be subject to revision and further quotation following the completion of any further surveys and assessments that we believe are appropriate.

3.6 In the event of any emergency call-out due to any fault or non-performance of the Installation or any existing appliance we have serviced, no assurance, warranty or guarantee is given or may be implied that the fault or non-performance can be rectified immediately, in a reasonable time, or at all.

We will however make all reasonable attempts to fix the problem and we will in any event take steps to ensure that the Installation or appliance is made safe pending any correction or repair.

3.7 Unless we are prevented from doing so by a Force Majeure Event, we will provide the Services which:

3.7.1 conform in all material respects with their description;

3.7.2 are implemented with reasonable care and skill;

3.7.3 are fit for any purpose we say they are fit for, or for any purpose for which you use any Installation and about which you have informed us, or we could reasonably expect when you to use the Installation;

3.7.4 are embodied in any Installation which we warrant is free from material defects in design, material and workmanship; and

3.7.5 complies with all applicable statutory and regulatory requirements for supplying the Services and/or the Installation in the United Kingdom.

3.8 The warranties in clause 3.7 are in addition to your legal rights if you are a Consumer in relation to any Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. For Consumers, advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

3.9 These Terms apply to any replacement Installation or further Services we supply to you in the unlikely event that the original Installation or Services do not conform with these Terms.

3.10 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.

3.11 Any advice or recommendation given by any of our qualified personnel as to the use or operation of the Installation may be subject to confirmation in Writing and/or referral to any manual, instruction book or written guidance; in this event, you will be notified. If any advice or recommendation we give you is not confirmed in Writing, you follow it or act on it solely at your own risk.

If you unreasonably disregard any advice or recommendation we give you, subject to clause 9.3 we disclaim any liability.

3.12 If you do not provide us with any information or instructions we reasonably require, or if you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.

3.13 If we supply any Installation for domestic and private use to you as a Consumer, you agree not to use the Installation for any commercial purpose.

4 PROVISION OF SERVICES

4.1 We will provide the Services with effect from any date set out in the Estimate Number or on a date otherwise agreed with you. Time shall not be of the essence of any contract with you so far as regards the implementation of the Services or delivery of any Materials.

4.2 We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.

4.3 We may have to suspend the provision of the Services if we have to deal with technical problems or if we need to provide further Services or source any additional Materials. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.

5 DEFECTIVE SERVICES

5.1 The quality of the Services we provide to you are guaranteed for one year.

5.2 In the unlikely event that the Services do not conform with these Terms or if any Installation is defective or incomplete on account of the defective provision of any Services or Materials, please let us know as soon as possible. We will:

5.2.1 offer you a full or partial refund depending on what is reasonable; or

5.2.2 re-perform the relevant Services and/or carry out further Installation work.

5.3 These Terms will apply to any replacement Services or further Installation work we supply to you.

6 MATERIALS

6.1 We warrant that any Materials incorporated within any Installation shall:

6.1.1 conform in all material respects with the manufacturer's specification subject to any qualification

or representation contained in our brochures, advertisements or any other documents;

6.1.2 be of satisfactory quality;

6.1.3 be fit for any purpose we say the Materials are fit for or as part of the Installation or otherwise provided as part of the delivery of Services otherwise or for any reasonable purpose for which you use the Materials;

6.1.4 are guaranteed for one year (or for any longer period provided by the relevant manufacturer as we may notify to you);

6.1.5 be free from material defects in design, material and workmanship; and

6.1.6 comply with all applicable statutory and regulatory requirements for selling the Materials in the United Kingdom.

6.2 If you are a Consumer, this warranty is in addition to your legal rights in relation to Materials we use which are faulty or which otherwise do not conform with these Terms (as well as any Services which do not conform with these Terms). Advice about your legal rights as a Consumer is available from your local Citizens' Advice Bureau or trading standards office.

6.3 This warranty does not apply to any defect in the Materials (by themselves or as incorporated in the Installation as a whole) arising



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from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Installation in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

6.4 Legal title to the Materials will not pass to you until such time as all sums owing to us in relation to any Installation or Services delivered to you have been paid. Until such title passes you acknowledge that you are in possession of the Materials only as a fiduciary for us and that, where it is reasonable and practical to detach any Materials from the Installation, you shall allow us to do so on demand and you shall accordingly permit or qualified personnel or our qualified agents to enter your premises on reasonable notice at a mutually convenient time to repossess these Materials and you agree to pay or reasonable expenses incurred in doing so.

6.5 These Terms apply to any repaired or replacement Materials we supply to you in the unlikely event that the original Materials are faulty or do not otherwise conform with these Terms.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 The copyright, design right, database right and all other intellectual property rights in any drawings, specifications, designs, plans, proposals, working notes and other documents, digital works or items that we prepare or produce for you in connection with the Services will belong to us absolutely.

7.2 You may not use, reproduce or disclose any of the items set out in clause 7.1 without our express consent in Writing for any purpose except for your personal reference to the Services we have performed for you.

7.3 Subject however to the warranties set out in clause 3.5, we accept no responsibility for the accuracy of items set out in clause 7.1.

7.4 No right or licence is granted or may be implied to allow you to make any use of any of our trade marks, trade names, domain names, logos, symbols, artwork, images or photographs contained in any of our literature or advertising.

8 PRICE AND PAYMENT

8.1 You agree that we may as appropriate carry out reasonable due diligence to verify your identity and creditworthiness as a potential contracting party as soon as we take your Order.

8.2 The price of the Services will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we accept the Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing.

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

8.4 We may invoice you for the Installation at any time after we have completed it. If you are a Business Customer, payment in full in cleared funds is due in any event 30 days from the date of the invoice. If you are a Consumer, we anticipate payment in full as soon as the Installation is completed. The invoice will quote the Estimate Number.

8.5 If you do not make any payment due to us by the due date for payment (as set out in clause 3), we may charge interest to you on the overdue amount at the rate of 2% a year above the prevailing Bank

of England base rate. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

8.6 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of any outstanding Services until you have paid the outstanding amounts.

8.7 Clause 8.5 and clause 8.6 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

9 LIMITATION OF LIABILITY

9.1 Subject to clause 9.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

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

9.2.1 loss of income or revenue;

9.2.2 loss of profit;

9.2.3 loss of business;

9.2.4 loss of anticipated savings;

9.2.5 loss of data; or

9.2.6 any waste of time.

However, this clause 9.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

9.3 This clause does not include or limit in any way our liability for:

9.3.1 death or personal injury caused by our negligence; or

9.3.2 fraud or fraudulent misrepresentation; or

9.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

9.3.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or

9.3.5 defective Materials under the Consumer Protection Act 1987; or

9.3.6 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

10 EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

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

10.2.1 strikes, lock-outs or other industrial action; or

10.2.1 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or

10.2.3 fire, explosion, storm, flood, sustained and serious adverse weather conditions, earthquake, volcanic eruption or other geological event, subsidence, epidemic or other natural disaster; or

10.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

10.2.5 impossibility of the use of public or private telecommunications networks.

10.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period.

We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which

our obligations under these Terms can be performed despite the Force Majeure Event.

11 TERMINATION

11.1 Either one of us may terminate any contract on these Terms or any arrangement between us immediately at any time in the event of



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the material breach of any of these Terms by one of us (on condition that this material breach has been brought to the notice of the relevant party who then has 30 days to attempt to put it right) or if one of us becomes insolvent or bankrupt.

11.2 Either of us may terminate such contract or any arrangement between us at any time by providing the other party with as much prior notice in writing as possible providing that the period of notice given is a reasonable period in any event.

11.3 Termination for any reason will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

12 ALTERNATIVE DISPUTE RESOLUTION (ADR)

12.1 If any dispute arises in connection with any contract with you based on these Terms, we shall endeavour to resolve it with you in good faith by means of a meeting or correspondence with one of our senior managers.

12.2 In the event that we cannot resolve the dispute in accordance with clause 12.1, providing that such dispute does not relate to any payments that are overdue, we shall attempt to settle it by means of the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing to the other party requesting such mediation, with a copy of such notice being sent to CEDR Solve. Although we shall make every reasonable effort to resolve disputes with Consumers using ADR techniques agreed with you that may involve external parties, this clause 12.2 is primarily intended for our Business Customers.

12.3 No party may commence any court proceedings (save for undisputed debts) or arbitration in relation to any dispute arising until it has attempted to settle the dispute by mediation and either the mediation has terminated unsuccessfully or one of the parties has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by the delay.

13 ASSIGNMENT

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

14 NOTICES

14.1 All notices sent by you to us must be sent to us at 383 Sopwith Crescent, Merley, Wimborne, Dorset BH21 1XJ or at notice@southgroup.co.uk. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

15 DATA PROTECTION

15.1 We will only use the personal information you provide to us to provide the Installation and Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. Except in connection with securing manufacturers' warranties or for registration with the required trade bodies for your benefit, we will not pass your data to third parties.

15.2 You acknowledge and agree that we may pass your details to credit reference agencies.

16 GENERAL

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

16.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

16.3 Nothing in these Terms or any contract between us is intended to create, or shall operate to create a partnership or joint venture between us and any other business or Business customer, or to authorise any party to act as agent for the other party, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

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

16.5 These Terms shall be governed by English law and you and we both agree to the nonexclusive jurisdiction of the English courts. We do not normally accept Orders from addresses outside of mainland UK but at our sole discretion we may consider requests for the provision of Services elsewhere.