

Our contract terms

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

This Contract for the installation of a heat pump and/or electric vehicle charger between Good Energy Works Limited (registered company number 12100615) whose registered address is at Monkton Park Offices, Monkton Park, Chippenham, SN15 1GH (“we”, “us”, “the **Company**”) and the Customer whose details are set out in the Contract Pack and/or Proposal and is effective as of the date on which we accept your order by signing the Contract Pack or Proposal. By signing the Contract Pack or Proposal in the space provided, you agree to be bound by the terms of these Contract Terms.

Where your Proposal covers the installation of a heat pump, we confirm that this Contract has been prepared to comply with all our obligations under the HIES Consumer Code and the Microgeneration Certification Scheme (“**MCS**”).

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

This Contract is made up of the following documents which apply in the order of priority set out below:-

- Your Proposal
- Your Contract Pack (for heat pump installations only)
- These Contract Terms

If the Proposal names more than one person, you'll all be responsible - as individuals and together - for your obligations under this Contract.

1. THE PROPOSAL

The Proposal we have given you is valid for 30 days from the date of issue. To confirm your order, you will need to sign the Contract Pack or Proposal in the space provided. No contract will be in place until we confirm the order with you by sending you a copy of the Contract Pack signed by us.

The Proposal will document all goods and services we propose to supply, along with the total price for these goods and services including VAT. As part of our pre-install checks we may visit your home to confirm the measurements and the information you have provided. If, as a result of these checks, we consider (at our full discretion) that we need to change either our financial estimates or the proposed design of the system, we will reissue your proposal pack to you. If you are subsequently unhappy about this change, we will return your deposit to you.

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

If we are to install a heat pump, we will provide you with a performance estimate for your installation in your Proposal. The performance estimate will include information as to the

performance of the technology we have proposed to install. These performance estimates will be calculated according to the requirements of the appropriate MCS Standard. The performance of heat pump systems is impossible to predict with certainty. This estimate is based upon the Government's standard assessment procedure for energy rating of buildings and is given as guidance only. Likewise, any illustration of any potential cost saving as a result of the system is given as guidance only. No performance estimate or estimate of savings should be considered as a guarantee of performance or savings.

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

You may need to obtain approvals and permissions for the work, such as building regulation completion certificates, planning permissions, landlord consents and mortgagor consents. It is your responsibility to check these requirements and ensure that such approvals and permissions are in place before the work commences. We are not responsible for any costs, charges or losses that you may incur due to failure to obtain any required consents or permissions.

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

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

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

2. RIGHT TO CANCEL

You have the right to cancel your Contract with us at any time up to the end of the 14th day after the day that you enter into the Contract. You may also cancel your Contract with us at any time up to the end of the 14th day after we deliver the last piece of equipment to you.

If you wish to cancel, you must inform us by a clear statement made by letter sent in the post, by email or on the telephone. The easiest way to cancel is by sending us an email to heatpumps@goodenergy.co.uk.

Your cancellation is effective from the receipt by us of your clear communication.

It is often not practical for us to wait for the second 14-day cancellation period to expire (after delivery of the equipment to you) before we start work. As a result, we will typically ask you to expressly instruct us to start the installation during your cancellation period. If you have instructed us to start work before the cancellation period expires, we can recover from you the reasonable costs that we have incurred up to your cancellation which could mean you paying 100% of the agreed price.

If you exercise your right to cancel, we will leave your property secure, safe and watertight but we are not required to refit any equipment removed.

Once we have received your cancellation notice, we will be in touch to confirm what happens next, whether any payments are due, and their amount.

Any advance payments we have taken from you will be returned after we have deducted any money we are allowed to deduct as stated above.

You may also cancel this Contract for a full refund if there is an unreasonable delay in the installation being carried out that has not been caused by you, including where this is caused by something outside of our direct control.

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

If the goods or services are incorrectly described or not fit for purpose then you will be entitled to cancel this Contract, request a repair or replacement or you may be entitled to request compensation. You will not be entitled to seek the remedies in this paragraph if you have changed your mind about the goods and services agreed to.

3. CANCELLATION AND CREDIT AGREEMENTS OR OTHER RELATED AGREEMENTS

If you decide to cancel your Contract for our goods and services, then any credit agreement and any other ancillary contracts related to the main contract will be automatically cancelled.

4. OUR RIGHTS UNDER THIS CONTRACT

If within 14 days of us informing you in writing of a serious breach of your obligations to us you have failed to rectify this breach, we will have the right to cancel this Contract.

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

5. TIMETABLE FOR WORKS

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

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

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

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

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

6. THE INSTALLATION

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

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

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

While we are working on your installation there may be hazards such as tools and materials, cables, dust sheets, ladders and scaffolding at your premises. We want to keep you, your family, visitors and our people as safe as possible so please try to avoid the work areas and take care when entering is required. You should follow any instructions our installers give you at all times.

We will remove any waste materials generated as a result of the installation process. This includes, but is not limited to, packaging materials, unused equipment, debris, and any other waste associated with the installation.

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

The work will be carried out by personnel trained in each of the tasks they are assigned.

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

Electrical or plumbing works carried out at your property after our installation, whether directly to the installation or elsewhere, could affect the performance of your electric vehicle charger or heat pump. In these circumstances, we will not be liable for the impacted performance, and we may charge you a fee if you ask us to identify or rectify the issue.

Heat pump installations

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

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

If the installation is maintained or repaired by somebody other than us, the expected level of heat output or the performance of the heat pump could be affected. If this happens, we are not responsible for any costs that you incur, or services required, to restore the expected levels of performance.

Electric vehicle charger installations

We follow BS7671 2008/2015 Amendment 3 Standard Regulations and NICEIC guidelines on electric vehicle installations. If we cannot install your electric vehicle charger in line with these rules, then your installation will be paused, and you will be responsible for carrying out any work needed to ensure that we can meet these requirements. This also applies if the existing electrical arrangements at your property are not in line with these rules or there is something else that makes it unsafe for us to complete your installation.

We can only complete the installation if the electrical capacity (i.e. main fuse) can support the additional electrical demands of the electric vehicle charger. If the capacity is not sufficient, we might be able to de-rate the charger or pause the installation until your main fuse is upgraded by your electricity supplier.

We are not responsible if the installation of your electric vehicle charger, including switching off or switching on the power to your home, causes unforeseen damage to other electrical appliances (such as TVs or computers) at your property. This rarely happens, but from time to time old or sensitive appliances can be affected by a power cut or as a result of inadequate wiring in your home. If you are at all concerned about any of your appliances, please unplug or switch them off at the socket prior to installation. If in any doubt, you should ask your installer for some advice before the installation starts. You can also ask your local grid network operator for advice on how to protect appliances in your home.

7. RISKS ATTRIBUTABLE TO CURRENT SYSTEM

As with any installation there are potential risks associated with installing a new system.

For the installation of a heat pump in combination with existing heating and hot water systems, these include but are not limited to the following:

- When connecting to existing pipework, there is potential for an increase in pressure. This can cause leaks or component failure within the existing system.
- When changing a heating system from vented to unvented, the change from low pressure to high pressure may cause leaks.
- When upgrading a cold water main to increase the supply pressure to a property, this may be ineffective. This is because our upgrading covers the pipework from the stop tap in the property only. If a pipework upgrade is needed before the stop tap, this will need to be discussed and arranged with your local water authority;.
- When connecting the new heating system to current radiators, our team may conduct a powerflush and refill of the system. There is a risk that this will cause leakage.
- Upon balancing of the system, our team will need to limit the flow to current radiators via the lock shield valves. Older valves are prone to leaking from the gland when turned, especially if they have not been used for a long period of time.

- If there are any existing electrical or wiring issues in the current system, this can cause component failure.

For electric vehicle charge point installations, these include but are not limited to the following:

- Not all properties may have electrical systems compatible with electric vehicle chargers, requiring significant upgrades to accommodate the new load.
- The installation process might involve drilling and wiring, which can cause physical damage to the property.

Whilst we take every care to avoid the above happening, damage, electrical failures, leaks and component failure can occur. Issues with existing pipework and electrics can be very difficult to identify on a survey, especially if it is concealed.

We are not liable for any damage caused to existing pipework, radiators, electrics or any other system components, or subsequent damage to the property. If additional work is needed as a result of unforeseen or unidentified issues, this will be chargeable.

8. DEPOSITS, ADVANCE PAYMENTS AND GOODS PURCHASED WITH DEPOSITS AND ADVANCE PAYMENTS

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

If we are to install a heat pump, we are required under the HIES Consumer Code to protect any deposits you make to us, as well as the Workmanship Warranty, with an insurance policy. To comply with this requirement all orders and contracts will be registered on the HIES Job Registration System within two working days of the Contract being signed by you.

Note: HIES will not cover deposits or advance payments in excess of 25% of the contract value or more than £5,000.

You will be entitled to claim on this policy should we fall into receivership, bankruptcy or administration.

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

If we have requested a deposit, then this deposit will not exceed £5,000 or 25% of the total contract price set out in the Proposal, whichever is lesser. Should you decide to cancel this Contract within the cancellation period, then this deposit will be returned to you promptly subject to any deductions that we can make under the Contract.

If we have requested advance payments, the total of all advance payments and deposits will not exceed 60% of the total contract price (in respect of a heat pump installation) or 100% of the total contract price (in respect of an electric vehicle charger installation).

We will not request advance payments to be made any more than three weeks from the agreed delivery or installation date.

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

The Proposal sets out full payment information in detail, including when invoices will be sent and the amounts due for each payment.

If we are to install a heat pump:

- In order for us to redeem the Boiler Upgrade Scheme Grant from OFGEM a valid EPC is required. By signing the Contract Pack you agree to pay the Total Price of the System if a valid EPC is not made available at the point we look to redeem the voucher from OFGEM. A valid EPC is one which has been issued within 10 years of the Installation Commissioning. Where measures are required appropriate paperwork from the local authority will need to be provided to give approval of the installation
- If for any reason the Boiler Upgrade Scheme application is unsuccessful, then you will be responsible for paying the "Boiler Upgrade Scheme grant" amount shown in the Proposal. In this event, we will issue you with a revised invoice showing the new "Total amount payable" to include this amount. You may terminate the contract within 14 days of receipt of this revised invoice, and we will refund any deposits or advance payments made after deducting any costs we have already incurred.

9. OWNERSHIP OF GOODS

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

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

10. CHANGES TO THE PLANNED WORK

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

Where we are able to agree to your changes, we will require that you set out, in writing and within 14 days, confirmation of your request.

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

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

11. LATE PAYMENT

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

If we are to install both a heat pump and electric vehicle charger, then these activities will be the subject of separate agreements. We cannot combine invoices and/or payments.

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

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

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

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

12. COMPLAINTS

If you have reason to complain about any aspect of our dealings with you, we will supply you with the following information:

- The name and contact details of the person with whom initial and ongoing contact should be made;
- The timescale for the sending of a written acknowledgement of a complaint; and
- The details of the timescale within which the outcome of an investigation of the complaint will normally be completed.

We will advise any complainant at the earliest opportunity if we consider we will be unable to meet our normal timescale for the investigation of complaints, and we will give reasons for the same and will advise the complainant of the new anticipated date of completion of the investigation.

13. LIMITS ON OUR RESPONSIBILITY TO YOU

Except for our legal responsibility for death or personal injury, as set out below, we are not legally responsible under this Contract for:

- any losses that are not our fault, or that we could not have reasonably expected when we entered into this Contract; or
- any losses that relate to your existing heating or electrical system, including but not limited to those set out under section 7 above headed "*Risks attributable to current system*"; or
- any financial losses (for example, wasted expenses or loss of profit, income, opportunity, contract, or goodwill).

Nothing in the Contract removes or limits our legal responsibility to you for death or personal injury caused by our negligence. We also accept full legal responsibility if we act in a fraudulent way. This Contract does not affect any rights you have by law.

We shall repair or remedy any damage to your property that is caused by our failure to carry out the installation in a professional manner and to the best of our skill and care. However, if you decide minor redecorations or touching up are necessary, these will be your responsibility.

If we are legally responsible to you for any loss or damage, our legal responsibility to you will be limited to three times the total contract value for all incidents that lead to loss or damage.

14. YOUR DATA

We will only use your personal data in accordance our privacy policy, which is available at www.goodenergy.co.uk/privacy-policy.

15. DISPUTE RESOLUTION AND THE OMBUDSMAN – HEAT PUMP INSTALLATIONS

If at any time a dispute arises between you and us in relation to a heat pump installation that cannot be resolved, you can refer the matter to our nominated alternative dispute resolution provider through HIES. HIES can be contacted at:

Address: Centurion House, Leyland Business Park, Centurion Way, Farington,
Leyland, PR25 3GR

Telephone: 0330 335 3354

Email: info@hiesscheme.org.uk

In the event of a dispute, we will exclusively attempt to resolve the dispute through using HIES's alternative dispute resolution services.

If an agreement is not reached through mediation for any reason, the complaint can be referred by HIES to The Dispute Resolution Ombudsman, who is entirely independent of HIES.

You can find more information on the HIES website: www.hiesscheme.org.uk/how-to-complain.

We recommend that you read the HIES Consumer Code it is available at www.hiesscheme.org.uk.

16. DISPUTE RESOLUTION – ELECTRIC VEHICLE CHARGER INSTALLATIONS

If you have a problem with our service in relation to an electric vehicle charger installation, please contact us in writing to explain the issue. We'll try to resolve it together.

If we can't resolve it, we'll escalate the issue to senior management. They'll review the problem and try to find a solution.

You can contact NICEIC for free if the dispute has not been resolved. NICEIC can be contacted at:

Address: Houghton Hall Park, Porz Ave, Houghton Regis, Dunstable LU5 5ZX
Telephone: 03330 156 625
Email: enquiries@niceic.com
Website: www.niceic.com/about-us/complaints

NICEIC will determine if the work carried out meets the required standards. They cannot resolve financial matters or intervene on contractual issues or demand unfinished work is completed. Their complaints resolution process is an alternative to litigation. If legal action has been taken, they will not be able to assist. If they determine that your complaint is within their scope they will contact us on your behalf.

You must be willing to allow us the opportunity to rectify the work on your installation even if this opportunity has been provided prior to NICEIC's involvement.

You can still go to court if you need urgent action to protect your rights or property.

17. GENERAL

We may transfer our rights and/or obligations under the Contract to another company. If we organise for another company to perform some of our obligations for us, this will not affect our responsibility to you under the Contract.

We reserve the right to change the terms of the Contract. If we do, we will notify you about the changes and when they will take effect. If you do not agree with the changes, you can cancel the Contract with immediate effect by telling us within seven days of receiving our notification.

If any court, ombudsman or any other competent authority decides that any aspect of a provision of the Contract is invalid or unenforceable, that aspect of that provision shall be severed from the Contract and shall have no effect on the remainder of the Contract.

The Contract is governed by the laws of England and Wales. In our dealings with you we will comply with all applicable laws.